



United City of Yorkville

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

AGENDA

REVISED 1-22-24 @ 3:40 p.m.

Revised the maintenance
guarantee amounts for Consent
Agenda Items #2, #3 and #4

CITY COUNCIL MEETING

Tuesday, January 23, 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. Bill Payments for Approval
 - \$ 1,330,960.36 (vendors)
 - \$ 371,437.39 (payroll period ending 01/05/24)
 - \$ 1,702,397.75 (total)
2. PW 2024-04 Grande Reserve Unit 12 – 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 \$49,309.00, 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*
3. PW 2024-05 Grande Reserve Unit 15 – 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 \$97,889.00, 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):

4. PW 2024-06 Grande Reserve Unit 22 – 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 \$37,038.00, 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*
5. PW 2024-07 New Leaf Energy – Plat of Dedication and Grant of Easement – *authorize staff to accept the plat of dedication and grant of easement for part of New Leaf Energy project and authorize the Mayor and City Clerk to execute*
6. PW 2024-08 2024 Road to Better Roads – MFT Resolution and Cost Estimate – *authorize the Mayor and City Clerk to execute*
7. PW 2024-09 North Central Tank Rehabilitation – Change Order No. 3 (Final Balancing) – *approve the North Central Tank Rehabilitation – Change Order No. 3 (Final Balancing) and authorize the Mayor to execute*

Mayor's Report:

1. CC 2024-04 Kendall Marketplace – 8 Acres
 - a. Resolution Declaring Certain Property as Surplus Property and Authorizing Its Sale
 - b. Approval of the Commercial Purchase and Sale Agreement
2. CC 2024-05 Resolution Approving and Adopting a Debt Policy
3. CC 2024-06 Underwriter Engagement Letter for Raintree Village I and Raintree Village II Special Service Area (SSA) Bonds

Public Works Committee Report:

1. PW 2024-10 2024 Water Main Replacement Contract B (Fox Industrial Park) – Contract Award
2. PW 2024-11 2024 Water Main Replacement Contract B (Fox Industrial Park) – Construction Engineering Agreement
3. PW 2024-12 Resolution Approving an Agreement with Kluber, Inc. for the Design of a Public Works Facility
4. PW 2024-13 Yorkville Public Works Building – Agreement for Professional Services (EEI Contract)

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

1. PZC 2024-02 & EDC 2024-05 Ordinance Granting an Accessory Structure Location Variance for the Property Located at 703 South Main Street (Detached Shed)

Planning and Zoning Commission (cont'd):

2. PZC 2024-03 & EDC 2024-06 Kendall County Petitions 23-32 and 23-33 – 1.5 Mile Review
(Grainco FS, Inc. & A.B. Schwartz)

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

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

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: February 21, 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: February 20, 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		



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7:00 p.m.

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\$ 1,702,397.75 (total)

2. PW 2024-04 Grande Reserve Unit 12 – 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 \$80,154.00, 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*

3. PW 2024-05 Grande Reserve Unit 15 – 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 \$143,341.00, 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):

4. PW 2024-06 Grande Reserve Unit 22 – 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 \$80,162.00, 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*
5. PW 2024-07 New Leaf Energy – Plat of Dedication and Grant of Easement – *authorize staff to accept the plat of dedication and grant of easement for part of New Leaf Energy project and authorize the Mayor and City Clerk to execute*
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4. PW 2024-13 Yorkville Public Works Building – Agreement for Professional Services (EEI Contract)

Economic Development Committee Report:**Public Safety Committee Report:****Administration Committee Report:****Park Board:****Planning and Zoning Commission:**

1. PZC 2024-02 & EDC 2024-05 Ordinance Granting an Accessory Structure Location Variance for the Property Located at 703 South Main Street (Detached Shed)

Planning and Zoning Commission (cont'd):

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 (Grainco FS, Inc. & A.B. Schwartz)

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Staff Report:

Mayor's Report (cont'd):

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Additional Business:

Citizen Comments:

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Vice-Chairman: Alderman Plocher	Administration	
Committee: Alderman Koch		
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Vice-Chairman: Alderman Funkhouser	Building Safety & Zoning	Kendall Co. Plan Commission
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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: February 20, 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 23, 2024
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. Bill Payments for Approval

Approved _____

As presented

As amended

Notes _____

2. PW 2024-04 Grande Reserve Unit 12 – Acceptance

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

Removed _____

Notes _____

3. PW 2024-05 Grande Reserve Unit 15 – Acceptance

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

Removed _____

Notes _____

4. PW 2024-06 Grande Reserve Unit 22 – Acceptance

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

Removed _____

Notes _____

5. PW 2024-07 New Leaf Energy – Plat of Dedication and Grant of Easement

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

Removed _____

Notes _____

6. PW 2024-08 2024 Road to Better Roads – MFT Resolution and Cost Estimate

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

Removed _____

Notes _____

7. PW 2024-09 North Central Tank Rehabilitation – Change Order No. 3 (Final Balancing)

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

Removed _____

Notes _____

MAYOR'S REPORT:

1. CC 2024-04 Kendall Marketplace – 8 Acres

a. Resolution Declaring Certain Property as Surplus Property and Authorizing Its Sale

b. Approval of the Commercial Purchase and Sale Agreement

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

Removed _____

Notes _____

2. CC 2024-05 Resolution Approving and Adopting a Debt Policy

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

Removed _____

Notes _____

3. CC 2024-06 Underwriter Engagement Letter for Raintree Village I and Raintree Village II Special Service Area (SSA) Bonds

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

Removed _____

Notes _____

PUBLIC WORKS COMMITTEE REPORT:

1. PW 2024-10 2024 Water Main Replacement Contract B (Fox Industrial Park) – Contract Award

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

Removed _____

Notes _____

2. PW 2024-11 2024 Water Main Replacement Contract B (Fox Industrial Park) – Construction Engineering Agreement

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

Removed _____

Notes _____

3. PW 2024-12 Resolution Approving an Agreement with Kluber, Inc. for the Design of a Public Works Facility

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

Removed _____

Notes _____

4. PW 2024-13 Yorkville Public Works Building – Agreement for Professional Services (EEI Contract)

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

PLANNING AND ZONING COMMISSION:

1. PZC 2024-02 & EDC 2024-05 Ordinance Granting an Accessory Structure Location Variance for the Property Located at 703 South Main Street (Detached Shed)

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

2. PZC 2024-03 & EDC 2024-06 Kendall County Petitions 23-32 and 23-33 – 1.5 Mile Review (Grainco FS, Inc. & A.B. Schwartz)

Approved: Y _____ N _____ Subject to _____

Removed _____

Notes _____

MAYOR'S REPORT (CONT'D):

4. CC 2021-04 City Building Updates

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

Removed _____

Notes _____

5. 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 checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #1

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – January 23, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

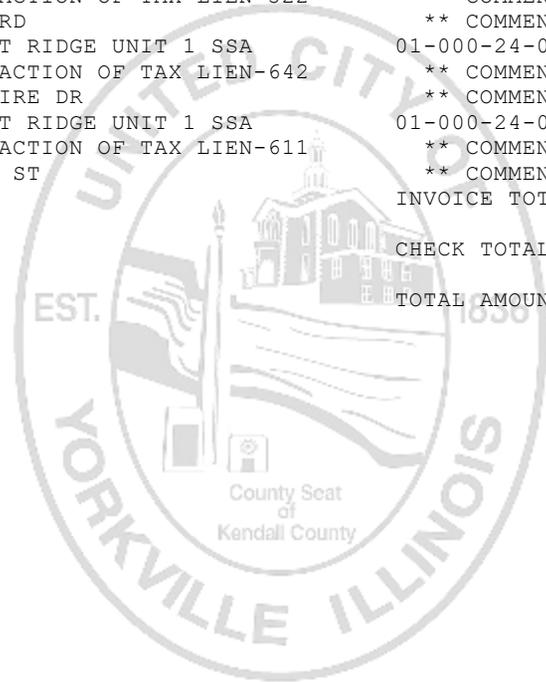
Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Amy Simmons Finance
Name Department

Agenda Item Notes:

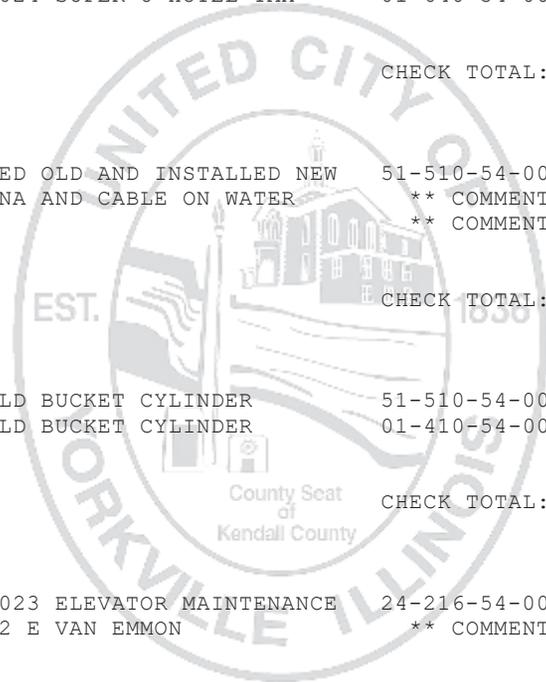
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131230	KCR	KENDALL COUNTY RECORDER'S			01/08/24		
	151424	01/08/24	01	RAINTREE VILLAGE UNIT 6 SSA		01-000-24-00-2440	76.00
			02	SATISFACTION OF TAX LIEN-2346		** COMMENT **	
			03	RICHMOND		** COMMENT **	
			04	RAINTREE VILLAGE UNIT 6 SSA		01-000-24-00-2440	76.00
			05	SATISFACTION OF TAX LIEN-2201		** COMMENT **	
			06	COUNTRY HILLS DR		** COMMENT **	
			07	RAINTREE VILLAGE UNIT 5 SSA		01-000-24-00-2440	76.00
			08	SATISFACTION OF TAX LIEN-522		** COMMENT **	
			09	COACH RD		** COMMENT **	
			10	WINDETT RIDGE UNIT 1 SSA		01-000-24-00-2440	76.00
			11	SATISFACTION OF TAX LIEN-642		** COMMENT **	
			12	KENTSHIRE DR		** COMMENT **	
			13	WINDETT RIDGE UNIT 1 SSA		01-000-24-00-2440	76.00
			14	SATISFACTION OF TAX LIEN-611		** COMMENT **	
			15	SUTTON ST		** COMMENT **	
				INVOICE TOTAL:			380.00 *
				CHECK TOTAL:			380.00
				TOTAL AMOUNT PAID:			380.00



- | | | | |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 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 01/23/2024

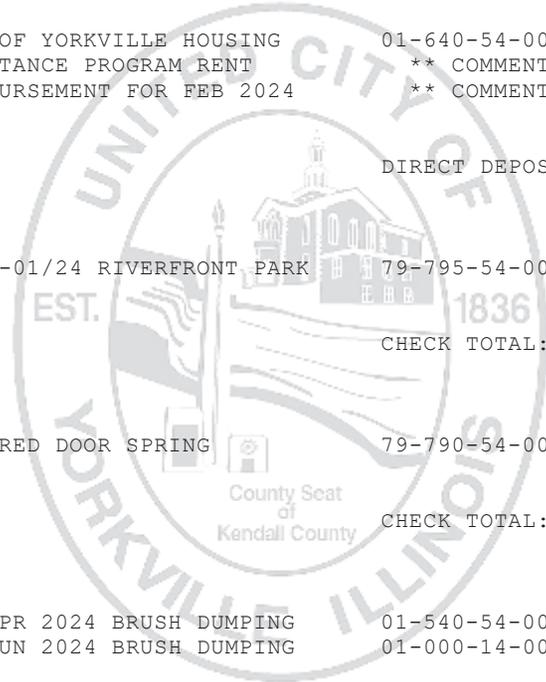
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
539952	AACVB	AURORA AREA CONVENTION						
	11/23-HAMPTON	12/31/23	01	NOV 2023 HAMPTON HOTEL TAX	01-640-54-00-5481		3,011.77	
						INVOICE TOTAL:	3,011.77 *	
	11/23-SUNSET	12/31/23	01	NOV 2023 SUNSET HOTEL TAX	01-640-54-00-5481		8.10	
						INVOICE TOTAL:	8.10 *	
	11/23-SUPER	12/20/23	01	NOV 2024 SUPER 8 HOTEL TAX	01-640-54-00-5481		1,283.11	
						INVOICE TOTAL:	1,283.11 *	
						CHECK TOTAL:	4,302.98	
539953	ADVAAUTO	ADVANCED AUTOMATION & CONTROLS						
	23-4238	12/21/23	01	REMOVED OLD AND INSTALLED NEW	51-510-54-00-5445		3,045.92	
			02	ANTENNA AND CABLE ON WATER	** COMMENT **			
			03	TOWER	** COMMENT **			
						INVOICE TOTAL:	3,045.92 *	
						CHECK TOTAL:	3,045.92	
539954	ALTORFER	ALTORFER INDUSTRIES, INC						
	TH510093996	12/28/23	01	REBUILD BUCKET CYLINDER	51-510-54-00-5490		3,252.66	
			02	REBUILD BUCKET CYLINDER	01-410-54-00-5490		3,252.65	
						INVOICE TOTAL:	6,505.31 *	
						CHECK TOTAL:	6,505.31	
539955	AMEHOIST	AMERICAN HOIST & MANLIFT, INC						
	28374	12/28/23	01	DEC 2023 ELEVATOR MAINTENANCE	24-216-54-00-5446		160.00	
			02	AT 102 E VAN EMMON	** COMMENT **			
						INVOICE TOTAL:	160.00 *	
						CHECK TOTAL:	160.00	



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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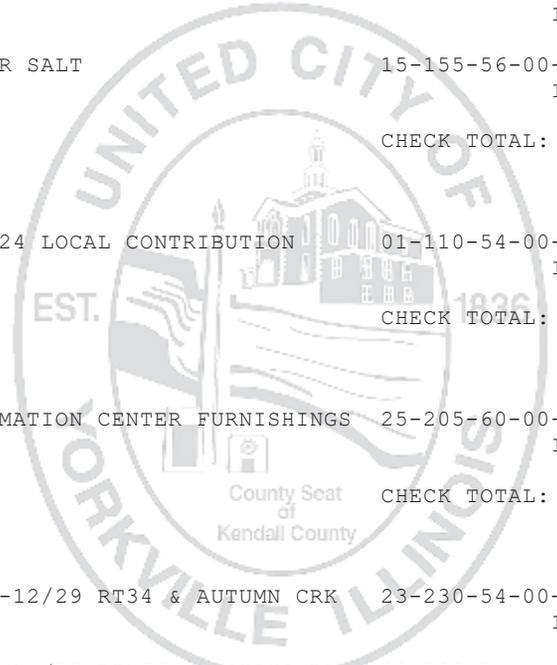
CHECK #	VENDOR # INVOICE #	VENDOR NAME	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539956	AMENGLLI	ERIC SUSZYNSKI						
	2024 HTD DEPOSIT		01/11/24	01	HOMETOWN DAYS 2024 BAND	79-000-14-00-1400		2,375.00
				02	DEPOSIT	** COMMENT **		
						INVOICE TOTAL:		2,375.00 *
						CHECK TOTAL:		2,375.00
D003272	ANTPLACE	ANTHONY PLACE YORKVILLE LP						
	FEB 2024		01/05/24	01	CITY OF YORKVILLE HOUSING	01-640-54-00-5427		946.00
				02	ASSISTANCE PROGRAM RENT	** COMMENT **		
				03	REIMBURSEMENT FOR FEB 2024	** COMMENT **		
						INVOICE TOTAL:		946.00 *
						DIRECT DEPOSIT TOTAL:		946.00
539957	ATT	AT&T						
	6305536805-1223		12/25/23	01	12/25-01/24 RIVERFRONT PARK	79-795-54-00-5440		124.11
						INVOICE TOTAL:		124.11 *
						CHECK TOTAL:		124.11
539958	BDKDOOR	BDK DOOR						
	805068412		12/28/23	01	REPAIRED DOOR SPRING	79-790-54-00-5495		2,922.00
						INVOICE TOTAL:		2,922.00 *
						CHECK TOTAL:		2,922.00
539959	BENNETTG	BENNETT, GARY L.						
	121723		12/17/23	01	JAN-APR 2024 BRUSH DUMPING	01-540-54-00-5443		400.00
				02	MAY-JUN 2024 BRUSH DUMPING	01-000-14-00-1400		200.00
						INVOICE TOTAL:		600.00 *
						CHECK TOTAL:		600.00



- | | | | |
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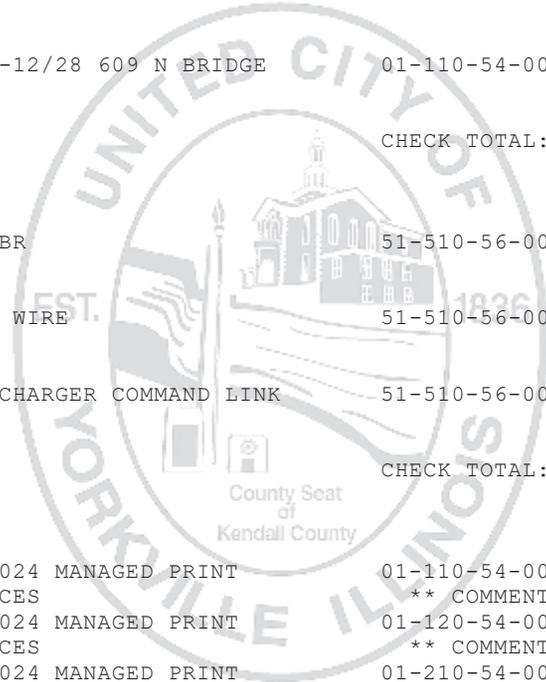
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539960	CARGILL CARGILL, INC						
	2908920154	12/13/23	01	DEICER SALT	15-155-56-00-5618		18,241.20
						INVOICE TOTAL:	18,241.20 *
	2908924823	12/14/23	01	DEICER SALT	15-155-56-00-5618		4,057.64
						INVOICE TOTAL:	4,057.64 *
	2908928841	12/15/23	01	DEICER SALT	15-155-56-00-5618		8,055.88
						INVOICE TOTAL:	8,055.88 *
	2908936343	12/18/23	01	DEICER SALT	15-155-56-00-5618		8,166.00
						INVOICE TOTAL:	8,166.00 *
						CHECK TOTAL:	38,520.72
539961	CHICMAFP CHICAGO METROPOLITAN AGENCY						
	2024MUN 282	11/06/23	01	FY 2024 LOCAL CONTRIBUTION	01-110-54-00-5460		813.03
						INVOICE TOTAL:	813.03 *
						CHECK TOTAL:	813.03
539962	CITYSTUD CITYSTUDIO, LLC						
	121823	12/18/23	01	INFORMATION CENTER FURNISHINGS	25-205-60-00-6060		6,939.36
						INVOICE TOTAL:	6,939.36 *
						CHECK TOTAL:	6,939.36
539963	COMED COMMONWEALTH EDISON						
	0091033126-1223	12/29/23	01	11/28-12/29 RT34 & AUTUMN CRK	23-230-54-00-5482		334.52
						INVOICE TOTAL:	334.52 *
	0435057364-1223	12/22/23	01	11/21-12/22 RT126 & SCHLHS RD	23-230-54-00-5482		138.47
						INVOICE TOTAL:	138.47 *



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 01/23/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539963	COMED COMMONWEALTH EDISON						
	1647065335-1223	12/29/23	01	11/28-12/29 SARAVANOS PUMP	52-520-54-00-5480		309.67
						INVOICE TOTAL:	309.67 *
	2947052031-1223	12/28/23	01	11/27-12/28 RT47 & RIVER	23-230-54-00-5482		574.32
						INVOICE TOTAL:	574.32 *
	7110074020-1223	12/28/23	01	11/22-12/28 104 E VAN EMMON	01-110-54-00-5480		340.22
						INVOICE TOTAL:	340.22 *
	7982120022-1223	12/28/23	01	11/27-12/28 609 N BRIDGE	01-110-54-00-5480		45.00
						INVOICE TOTAL:	45.00 *
						CHECK TOTAL:	1,742.20
539964	COREMAIN CORE & MAIN LP						
	U005310	12/19/23	01	RED SBR	51-510-56-00-5664		87.92
						INVOICE TOTAL:	87.92 *
	U076956	12/13/23	01	METER WIRE	51-510-56-00-5664		352.64
						INVOICE TOTAL:	352.64 *
	U085345	12/12/23	01	WALL CHARGER COMMAND LINK	51-510-56-00-5664		154.36
						INVOICE TOTAL:	154.36 *
						CHECK TOTAL:	594.92
539965	DELAGE DLL FINANCIAL SERVICES INC						
	81609868	12/18/23	01	FEB 2024 MANAGED PRINT	01-110-54-00-5485		112.33
			02	SERVICES	** COMMENT **		
			03	FEB 2024 MANAGED PRINT	01-120-54-00-5485		37.44
			04	SERVICES	** COMMENT **		
			05	FEB 2024 MANAGED PRINT	01-210-54-00-5485		112.33



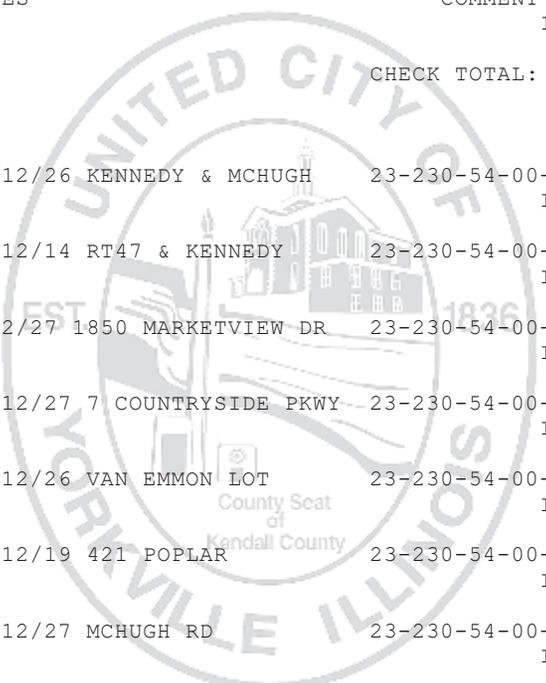
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & 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 01/23/2024

CHECK # VENDOR # INVOICE ITEM DESCRIPTION ACCOUNT # PROJECT CODE ITEM AMT
 INVOICE # DATE #

539965	DELAGE	DLL FINANCIAL SERVICES INC					
	81609868	12/18/23	06	SERVICES	** COMMENT **		
			07	FEB 2024 MANAGED PRINT	51-510-54-00-5485		50.18
			08	SERVICES	** COMMENT **		
			09	FEB 2024 MANAGED PRINT	52-520-54-00-5485		12.36
			10	SERVICES	** COMMENT **		
			11	FEB 2024 MANAGED PRINT	01-410-54-00-5485		12.36
			12	SERVICES	** COMMENT **		
					INVOICE TOTAL:		337.00 *
					CHECK TOTAL:		337.00

539966	DIRENRGY	DIRECT ENERGY BUSINESS					
	1704705-233630053361	12/29/23	01	11/22-12/26 KENNEDY & MCHUGH	23-230-54-00-5482		138.48
					INVOICE TOTAL:		138.48 *
	1704707-233530053286	12/19/23	01	11/13-12/14 RT47 & KENNEDY	23-230-54-00-5482		1,321.14
					INVOICE TOTAL:		1,321.14 *
	1704708-240030053381	01/03/24	01	1/27-12/27 1850 MARKETVIEW DR	23-230-54-00-5482		127.72
					INVOICE TOTAL:		127.72 *
	1704709-240030053381	01/03/24	01	11/27-12/27 7 COUNTRYSIDE PKWY	23-230-54-00-5482		215.20
					INVOICE TOTAL:		215.20 *
	1704710-233630053361	12/29/23	01	11/22-12/26 VAN EMMON LOT	23-230-54-00-5482		29.07
					INVOICE TOTAL:		29.07 *
	1704712-233560053318	12/22/23	01	11/16-12/19 421 POPLAR	23-230-54-00-5482		8,567.25
					INVOICE TOTAL:		8,567.25 *
	1704714-240030053381	01/03/24	01	11/27-12/27 MCHUGH RD	23-230-54-00-5482		139.32
					INVOICE TOTAL:		139.32 *
	1704715-233560053318	12/22/23	01	11/16-12/19 998 WHITE PLAINS	23-230-54-00-5482		11.32
					INVOICE TOTAL:		11.32 *



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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 01/23/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
539966	DIRENRGY	DIRECT ENERGY BUSINESS						
	1704716-240030053381	01/03/24	01	11/27-12/28 1 COUNTRYSIDE KWY	23-230-54-00-5482		268.50	
						INVOICE TOTAL:	268.50 *	
	1704719-233610053341	12/27/23	01	11/20-12/21 LEASURE & SUNSET	23-230-54-00-5482		2,453.08	
						INVOICE TOTAL:	2,453.08 *	
	1704721-240030053381	01/03/24	01	11/27-12/27 610 TOWER WELLS	51-510-54-00-5480		7,388.03	
						INVOICE TOTAL:	7,388.03 *	
	1704722-233630053361	12/29/23	01	11/29-12/26 2923 BRISTOL RDG	51-510-54-00-5480		5,744.03	
						INVOICE TOTAL:	5,744.03 *	
	1704723-233630053361	12/29/23	01	11/22-12/26 2224 TREMONT	51-510-54-00-5480		10,968.66	
						INVOICE TOTAL:	10,968.66 *	
	1704724-233560053318	12/22/23	01	11/13-12/18 3299 LEHMAN	51-510-54-00-5480		8,290.47	
						INVOICE TOTAL:	8,290.47 *	
						CHECK TOTAL:	45,662.27	
539967	DYNEGY	DYNEGY ENERGY SERVICES						
	386643523121	12/29/23	01	10/25-11/26 420 FAIRHAVEN	52-520-54-00-5480		126.52	
			02	10/26-11/27 6780 RT47	51-510-54-00-5480		151.29	
			03	11/22-12/26 456 KENNEDY	51-510-54-00-5480		145.27	
			04	11/08-12/10 4600 N BRIDGE	51-510-54-00-5480		96.95	
			05	11/21-12/21 1106 PRAIRIE CR	52-520-54-00-5480		146.67	
			06	11/22-12/26 301 E HYDRAULIC	79-795-54-00-5480		66.34	
			07	10/27-11/28 FOXHILL 7 LIFT	52-520-54-00-5480		93.68	
			08	11/21-12/21 872 PRAIRIE CR	79-795-54-00-5480		149.84	
			09	11/08-12/10 9257 GALENA PK	79-795-54-00-5480		49.21	
			10	10/25-11/26 101 BRUELL	52-520-54-00-5480		440.55	
			11	11/21-12/21 1908 RAINTREE	51-510-54-00-5480		300.70	
			12	11/22-12/26 PRESTWICK LIFT	52-520-54-00-5480		156.41	

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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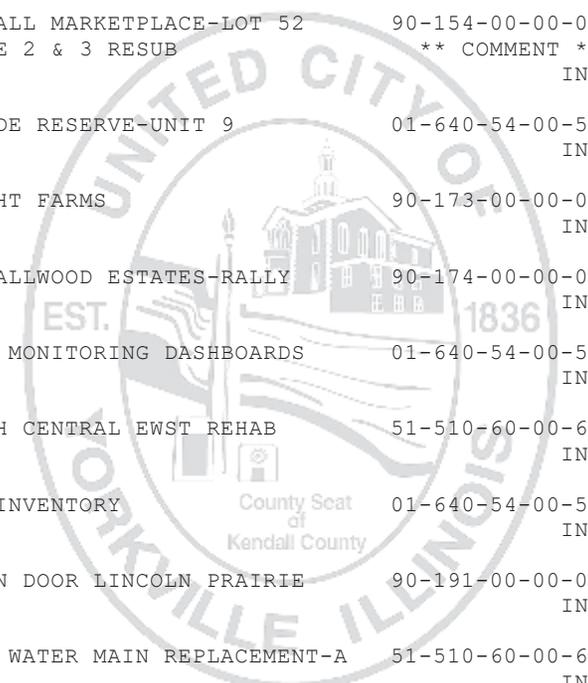
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539967	DYNEGY 386643523121	12/29/23	13	11/22-12/26 1991 CANNONBALL TR	51-510-54-00-5480		307.79
			14	10/25-11/26 610 TOWER	51-510-54-00-5480		200.20
			15	11/22-12/26 276 WINDHAM LIFT	52-520-54-00-5480		179.29
			16	11/22-12/26 133 E HYDRAULIC	79-795-54-00-5480		250.87
			17	10/25-11/26 1975 BRIDGE LIFT	52-520-54-00-5480		478.52
						INVOICE TOTAL:	3,340.10 *
					CHECK TOTAL:		3,340.10
539968	EEI ENGINEERING ENTERPRISES, INC.						
	79011	12/27/23	01	NORTH RT47 IMPROVEMENTS	01-640-54-00-5465		4,457.00
						INVOICE TOTAL:	4,457.00 *
	79012	12/27/23	01	SOUTH RT47 IMPROVEMENTS	01-640-54-00-5465		592.00
						INVOICE TOTAL:	592.00 *
	79013	12/27/23	01	TRAFFIC CONTROLS SIGNAGE &	01-640-54-00-5465		1,296.00
			02	MARKINGS	EST. 1836 ** COMMENT **		
						INVOICE TOTAL:	1,296.00 *
	79014	12/27/23	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		972.00
						INVOICE TOTAL:	972.00 *
	79015	12/27/23	01	GRANDE RESERVE-UNIT 8	01-640-54-00-5465		435.00
						INVOICE TOTAL:	435.00 *
	79016	12/27/23	01	WINDETT RIDGE-UNIT 2	90-048-48-00-0111		829.75
						INVOICE TOTAL:	829.75 *
	79017	12/27/23	01	WHISPERING MEADOWS-TRG	01-640-54-00-5465		716.50
						INVOICE TOTAL:	716.50 *
	79018	12/27/23	01	GRANDE RESERVE-UNIT 3	01-640-54-00-5465		998.25
						INVOICE TOTAL:	998.25 *



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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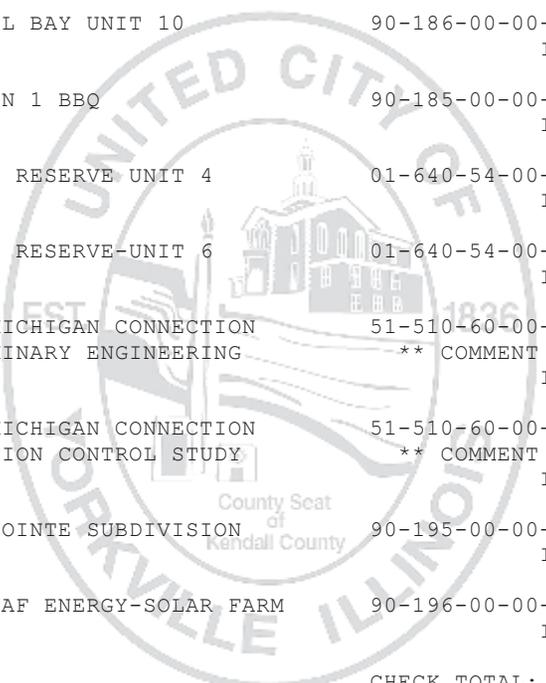
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539968	EEI			ENGINEERING ENTERPRISES, INC.			
	79019	12/27/23	01	GRANDE RESERVE-UNITS 26 & 27	90-147-00-00-0111		1,863.75
						INVOICE TOTAL:	1,863.75 *
	79036	12/27/23	01	BRENART EYE CARE BUILDING	90-155-00-00-0111		292.50
			02	ADDITION	** COMMENT **		
						INVOICE TOTAL:	292.50 *
	79037	12/27/23	01	KENDALL MARKETPLACE-LOT 52	90-154-00-00-0111		652.50
			02	PHASE 2 & 3 RESUB	** COMMENT **		
						INVOICE TOTAL:	652.50 *
	79038	12/27/23	01	GRANDE RESERVE-UNIT 9	01-640-54-00-5465		1,135.50
						INVOICE TOTAL:	1,135.50 *
	79039	12/27/23	01	BRIGHT FARMS	90-173-00-00-0111		416.00
						INVOICE TOTAL:	416.00 *
	79040	12/27/23	01	KENDALLWOOD ESTATES-RALLY	90-174-00-00-0111		1,787.25
						INVOICE TOTAL:	1,787.25 *
	79041	12/27/23	01	WELL MONITORING DASHBOARDS	01-640-54-00-5465		281.00
						INVOICE TOTAL:	281.00 *
	79042	12/27/23	01	NORTH CENTRAL EWST REHAB	51-510-60-00-6015		12,131.75
						INVOICE TOTAL:	12,131.75 *
	79043	12/27/23	01	LSL INVENTORY	01-640-54-00-5465		237.89
						INVOICE TOTAL:	237.89 *
	79044	12/27/23	01	GREEN DOOR LINCOLN PRAIRIE	90-191-00-00-0111		1,909.25
						INVOICE TOTAL:	1,909.25 *
	79045	12/27/23	01	2023 WATER MAIN REPLACEMENT-A	51-510-60-00-6025		194.00
						INVOICE TOTAL:	194.00 *



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 01/23/2024

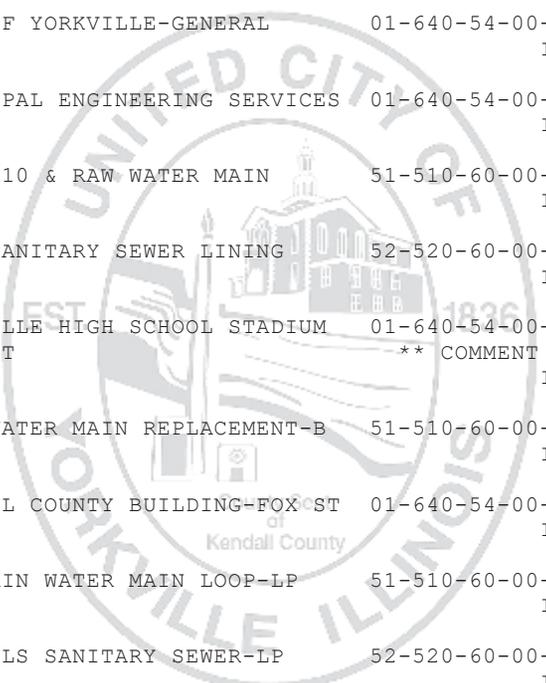
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
539968	EEI	ENGINEERING ENTERPRISES, INC.						
	79046	12/27/23	01	CALEDONIA UNIT 3	90-188-00-00-0111		81.00	
						INVOICE TOTAL:	81.00 *	
	79047	12/27/23	01	GENERAL LAKE MICHIGAN/DWC	01-640-54-00-5465		750.50	
			02	COORDINATION	** COMMENT **			
						INVOICE TOTAL:	750.50 *	
	79048	12/27/23	01	BRISTOL BAY UNIT 10	90-186-00-00-0111		162.00	
						INVOICE TOTAL:	162.00 *	
	79049	12/27/23	01	STATION 1 BBQ	90-185-00-00-0111		192.00	
						INVOICE TOTAL:	192.00 *	
	79050	12/27/23	01	GRANDE RESERVE UNIT 4	01-640-54-00-5465		1,151.50	
						INVOICE TOTAL:	1,151.50 *	
	79051	12/27/23	01	GRANDE RESERVE-UNIT 6	01-640-54-00-5465		297.00	
						INVOICE TOTAL:	297.00 *	
	79052	12/27/23	01	LAKE MICHIGAN CONNECTION	51-510-60-00-6011		769.79	
			02	PRELIMINARY ENGINEERING	** COMMENT **			
						INVOICE TOTAL:	769.79 *	
	79053	12/27/23	01	LAKE MICHIGAN CONNECTION	51-510-60-00-6011		712.00	
			02	CORROSION CONTROL STUDY	** COMMENT **			
						INVOICE TOTAL:	712.00 *	
	79054	12/27/23	01	NORTHPOINTE SUBDIVISION	90-195-00-00-0111		411.00	
						INVOICE TOTAL:	411.00 *	
	79055	12/27/23	01	NEW LEAF ENERGY-SOLAR FARM	90-196-00-00-0111		2,602.00	
						INVOICE TOTAL:	2,602.00 *	
						CHECK TOTAL:	38,326.68	



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 01/23/2024

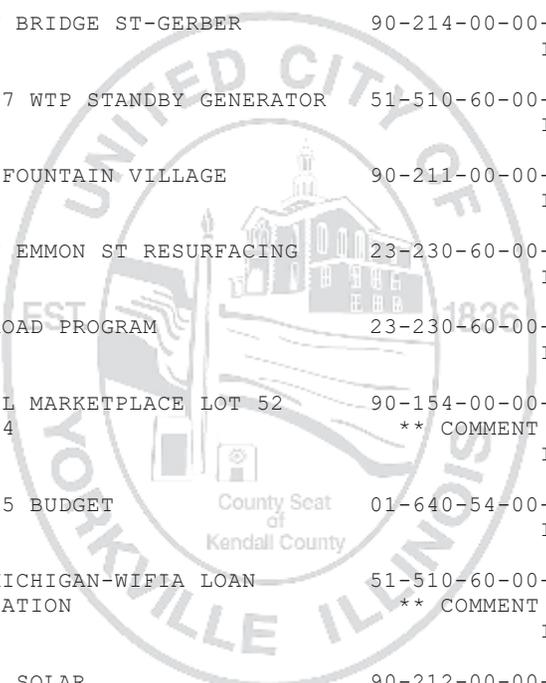
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
539969	EEI	ENGINEERING ENTERPRISES, INC.						
	79056	12/27/23	01	2023 WATER MAIN REPLACEMENT-B	51-510-60-00-6025		64,368.00	
						INVOICE TOTAL:	64,368.00 *	
					CHECK TOTAL:		64,368.00	
539970	EEI	ENGINEERING ENTERPRISES, INC.						
	79057	12/27/23	01	CITY OF YORKVILLE-GENERAL	01-640-54-00-5465		1,240.00	
						INVOICE TOTAL:	1,240.00 *	
	79058	12/27/23	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00	
						INVOICE TOTAL:	1,900.00 *	
	79059	12/27/23	01	WELL #10 & RAW WATER MAIN	51-510-60-00-6029		24,961.66	
						INVOICE TOTAL:	24,961.66 *	
	79060	12/27/23	01	2023 SANITARY SEWER LINING	52-520-60-00-6025		867.75	
						INVOICE TOTAL:	867.75 *	
	79061	12/27/23	01	YORKVILLE HIGH SCHOOL STADIUM	01-640-54-00-5465		81.00	
			02	PROJECT	** COMMENT **			
						INVOICE TOTAL:	81.00 *	
	79062	12/27/23	01	2024 WATER MAIN REPLACEMENT-B	51-510-60-00-6025		25,265.55	
						INVOICE TOTAL:	25,265.55 *	
	79063	12/27/23	01	KENDALL COUNTY BUILDING-FOX ST	01-640-54-00-5465		5,180.25	
						INVOICE TOTAL:	5,180.25 *	
	79064	12/27/23	01	ELDAMAIN WATER MAIN LOOP-LP	51-510-60-00-6024		18,679.78	
						INVOICE TOTAL:	18,679.78 *	
	79065	12/27/23	01	CORNEILS SANITARY SEWER-LP	52-520-60-00-6024		1,333.62	
						INVOICE TOTAL:	1,333.62 *	



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 01/23/2024

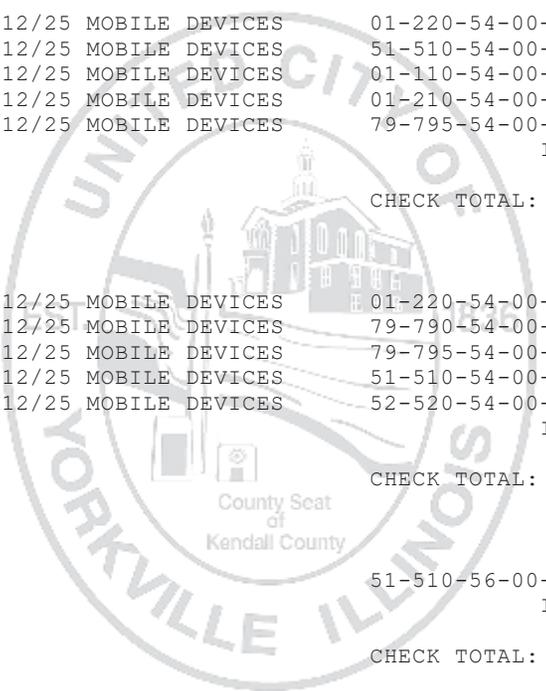
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
539970	EEI	ENGINEERING ENTERPRISES, INC.						
	79066	12/27/23	01	SOUTHERN SANITARY SEWER	52-520-60-00-6024		1,690.14	
			02	CONNECTION-LP	** COMMENT **			
					INVOICE TOTAL:		1,690.14 *	
	79067	12/27/23	01	DWC TRANSMISSION MAIN	51-510-60-00-6011		9,732.50	
					INVOICE TOTAL:		9,732.50 *	
	79068	12/27/23	01	1203 N BRIDGE ST-GERBER	90-214-00-00-0111		2,722.75	
					INVOICE TOTAL:		2,722.75 *	
	79069	12/27/23	01	WELL #7 WTP STANDBY GENERATOR	51-510-60-00-6060		1,576.35	
					INVOICE TOTAL:		1,576.35 *	
	79070	12/27/23	01	LOT 1-FOUNTAIN VILLAGE	90-211-00-00-0111		2,522.25	
					INVOICE TOTAL:		2,522.25 *	
	79071	12/27/23	01	E. VAN EMMON ST RESURFACING	23-230-60-00-6089		8,831.84	
					INVOICE TOTAL:		8,831.84 *	
	79072	12/27/23	01	2024 ROAD PROGRAM	23-230-60-00-6025		10,748.00	
					INVOICE TOTAL:		10,748.00 *	
	79073	12/27/23	01	KENDALL MARKETPLACE LOT 52	90-154-00-00-0111		255.00	
			02	PHASE 4	** COMMENT **			
					INVOICE TOTAL:		255.00 *	
	79074	12/27/23	01	FY 2025 BUDGET	01-640-54-00-5465		5,428.75	
					INVOICE TOTAL:		5,428.75 *	
	79075	12/27/23	01	LAKE MICHIGAN-WIFIA LOAN	51-510-60-00-6011		17,653.86	
			02	APPLICATION	** COMMENT **			
					INVOICE TOTAL:		17,653.86 *	
	79076	12/27/23	01	NEXAMP SOLAR	90-212-00-00-0111		1,137.00	
					INVOICE TOTAL:		1,137.00 *	



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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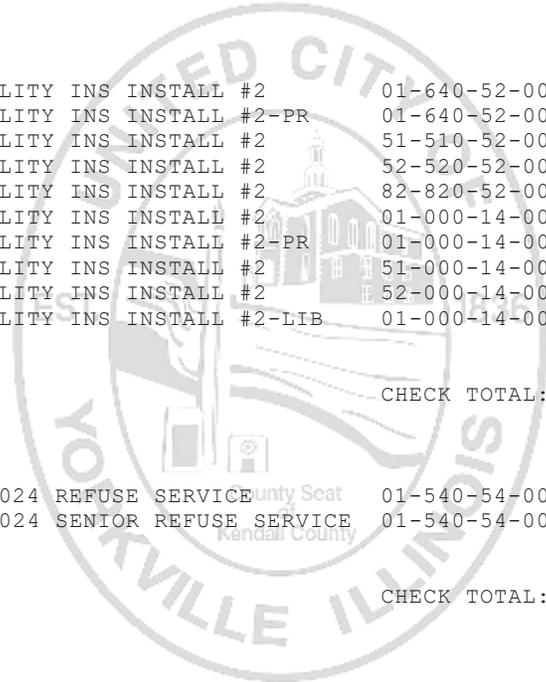
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
539970	EEI	ENGINEERING ENTERPRISES, INC.						
	79077	12/27/23	01	LOT 1 TIMBER OAKS LN-BOWMAN	90-194-00-00-0111		738.00	
						INVOICE TOTAL:	738.00 *	
						CHECK TOTAL:	142,546.05	
539971	FIRSTNET	AT&T MOBILITY						
	287313454005X0103202	12/25/23	01	11/26-12/25 MOBILE DEVICES	01-220-54-00-5440		42.17	
			02	11/26-12/25 MOBILE DEVICES	51-510-54-00-5440		42.17	
			03	11/26-12/25 MOBILE DEVICES	01-110-54-00-5440		84.34	
			04	11/26-12/25 MOBILE DEVICES	01-210-54-00-5440		838.64	
			05	11/26-12/25 MOBILE DEVICES	79-795-54-00-5440		42.17	
						INVOICE TOTAL:	1,049.49 *	
						CHECK TOTAL:	1,049.49	
539972	FIRSTNET	AT&T MOBILITY						
	287313454207X0103202	12/25/23	01	11/26-12/25 MOBILE DEVICES	01-220-54-00-5440		253.02	
			02	11/26-12/25 MOBILE DEVICES	79-790-54-00-5440		36.24	
			03	11/26-12/25 MOBILE DEVICES	79-795-54-00-5440		156.82	
			04	11/26-12/25 MOBILE DEVICES	51-510-54-00-5440		235.23	
			05	11/26-12/25 MOBILE DEVICES	52-520-54-00-5440		72.48	
						INVOICE TOTAL:	753.79 *	
						CHECK TOTAL:	753.79	
539973	FOX RIDGE	FOX RIDGE STONE						
	8285	12/23/23	01	GRAVEL	51-510-56-00-5640		130.00	
						INVOICE TOTAL:	130.00 *	
						CHECK TOTAL:	130.00	
539974	GARDKOCH	GARDINER KOCH & WEISBERG						



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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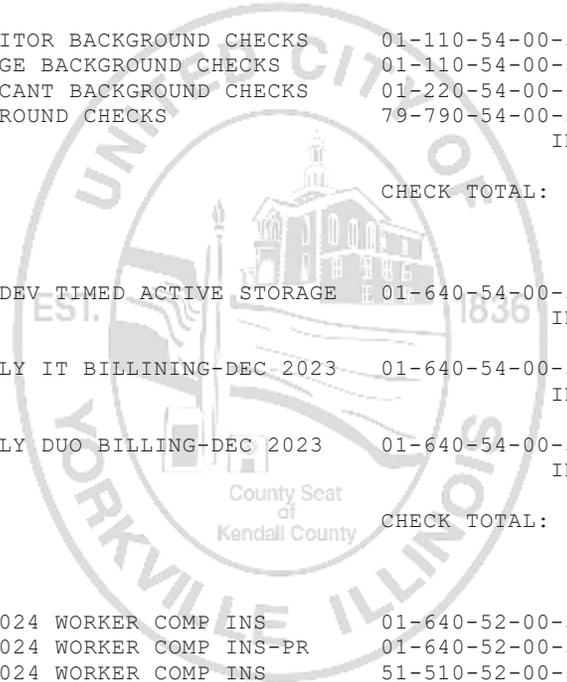
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539974	GARDKOCH H-2364C-17537	GARDINER KOCH & WEISBERG 01/11/24	01	KIMBALL HILL I MATTERS	01-640-54-00-5461		6,396.74
						INVOICE TOTAL:	6,396.74 *
	H-3181C-17538	01/11/24	01	GENERAL CITY ADMIN MATTERS	01-640-54-00-5461		66.00
						INVOICE TOTAL:	66.00 *
					CHECK TOTAL:		6,462.74
539975	GLATFELT 429952128-2	GLATFELTER UNDERWRITING SRVS. 01/02/24	01	LIABILITY INS INSTALL #2	01-640-52-00-5231		15,620.60
			02	LIABILITY INS INSTALL #2-PR	01-640-52-00-5231		3,247.90
			03	LIABILITY INS INSTALL #2	51-510-52-00-5231		1,722.45
			04	LIABILITY INS INSTALL #2	52-520-52-00-5231		825.67
			05	LIABILITY INS INSTALL #2	82-820-52-00-5231		1,294.71
			06	LIABILITY INS INSTALL #2	01-000-14-00-1400		518.37
			07	LIABILITY INS INSTALL #2-PR	01-000-14-00-1400		107.78
			08	LIABILITY INS INSTALL #2	51-000-14-00-1400		57.16
			09	LIABILITY INS INSTALL #2	52-000-14-00-1400		27.40
			10	LIABILITY INS INSTALL #2-LIB	01-000-14-00-1400		42.96
						INVOICE TOTAL:	23,465.00 *
					CHECK TOTAL:		23,465.00
539976	GROOT 11712688T102	GROOT INC 01/01/24	01	DEC 2024 REFUSE SERVICE	01-540-54-00-5442		142,448.46
			02	DEC 2024 SENIOR REFUSE SERVICE	01-540-54-00-5441		3,990.57
						INVOICE TOTAL:	146,439.03 *
					CHECK TOTAL:		146,439.03
539977	HARRIS MSIXT0000454	HARRIS COMPUTER SYSTEMS 11/28/23	01	MYGOVHUB FEES-NOV 2023	01-120-54-00-5462		301.37



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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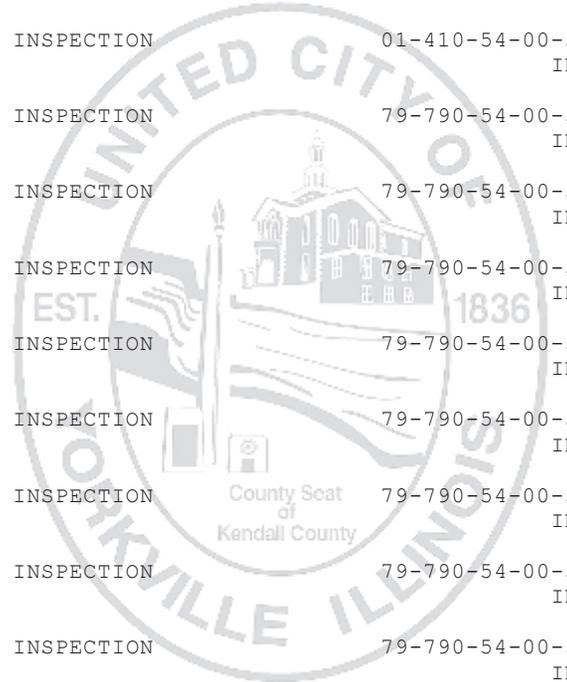
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539977	HARRIS HARRIS COMPUTER SYSTEMS						
	MSIXT0000454	11/28/23	02	MYGOVHUB FEES-NOV 2023	51-510-54-00-5462		454.82
			03	MYGOVHUB FEES-NOV 2023	52-520-54-00-5462		131.25
				INVOICE TOTAL:			887.44 *
				CHECK TOTAL:			887.44
539978	ILPD4811 ILLINOIS STATE POLICE						
	113023-4811	11/30/23	01	SOLICITOR BACKGROUND CHECKS	01-110-54-00-5462		56.50
			02	MASSAGE BACKGROUND CHECKS	01-110-54-00-5462		28.25
			03	APPLICANT BACKGROUND CHECKS	01-220-54-00-5462		113.00
			04	BACKGROUND CHECKS	79-790-54-00-5462		339.00
				INVOICE TOTAL:			536.75 *
				CHECK TOTAL:			536.75
539979	INTERDEV INTERDEV, LLC						
	LIC-1042440	12/31/23	01	INTERDEV TIMED ACTIVE STORAGE	01-640-54-00-5450		270.00
				INVOICE TOTAL:			270.00 *
	MSP-1042438	12/31/23	01	MONTHLY IT BILLING-DEC 2023	01-640-54-00-5450		18,298.00
				INVOICE TOTAL:			18,298.00 *
	SEC-1042450	12/31/23	01	MONTHLY DUO BILLING-DEC 2023	01-640-54-00-5450		1,235.54
				INVOICE TOTAL:			1,235.54 *
				CHECK TOTAL:			19,803.54
539980	IPRF ILLINOIS PUBLIC RISK FUND						
	90503	12/18/23	01	FEB 2024 WORKER COMP INS	01-640-52-00-5231		11,668.76
			02	FEB 2024 WORKER COMP INS-PR	01-640-52-00-5231		2,373.71
			03	FEB 2024 WORKER COMP INS	51-510-52-00-5231		1,106.54



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				

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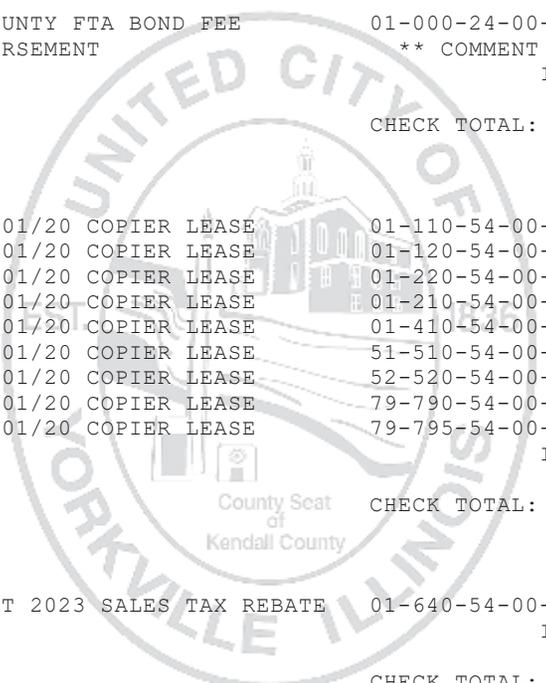
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
539980	IPRF	ILLINOIS PUBLIC RISK FUND						
	90503	12/18/23	04	FEB 2024 WORKER COMP INS	52-520-52-00-5231		499.83	
			05	FEB 2024 WORKER COMP INS	82-820-52-00-5231		943.16	
						INVOICE TOTAL:	16,592.00 *	
					CHECK TOTAL:		16,592.00	
539981	JIMSTRCK	JIM'S TRUCK INSPECTION LLC						
	200681	12/06/23	01	TRUCK INSPECTION	01-410-54-00-5490		43.00	
						INVOICE TOTAL:	43.00 *	
	201039	01/02/24	01	TRUCK INSPECTION	79-790-54-00-5495		41.00	
						INVOICE TOTAL:	41.00 *	
	201040	01/02/24	01	TRUCK INSPECTION	79-790-54-00-5495		41.00	
						INVOICE TOTAL:	41.00 *	
	201041	01/02/24	01	TRUCK INSPECTION	79-790-54-00-5495		41.00	
						INVOICE TOTAL:	41.00 *	
	201042	01/02/24	01	TRUCK INSPECTION	79-790-54-00-5495		41.00	
						INVOICE TOTAL:	41.00 *	
	201043	01/02/24	01	TRUCK INSPECTION	79-790-54-00-5495		41.00	
						INVOICE TOTAL:	41.00 *	
	201044	01/02/24	01	TRUCK INSPECTION	79-790-54-00-5495		41.00	
						INVOICE TOTAL:	41.00 *	
	201047	01/02/24	01	TRUCK INSPECTION	79-790-54-00-5495		41.00	
						INVOICE TOTAL:	41.00 *	
	201048	01/02/24	01	TRUCK INSPECTION	79-790-54-00-5495		41.00	
						INVOICE TOTAL:	41.00 *	



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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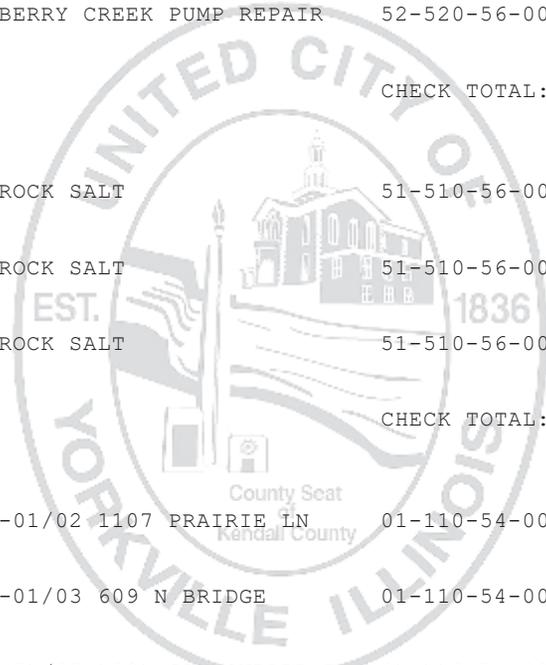
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539981	JIMSTRCK	JIM'S TRUCK INSPECTION LLC					
	201060	01/02/24	01	TRUCK INSPECTION	79-790-54-00-5495		41.00
						INVOICE TOTAL:	41.00 *
						CHECK TOTAL:	412.00
539982	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE					
	LEE-DEC 2023	01/03/24	01	LEE COUNTY FTA BOND FEE	01-000-24-00-2412		70.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	70.00 *
						CHECK TOTAL:	70.00
539983	MARCO	MARCO TECHNOLOGIES LLC					
	518841390	12/27/23	01	12/20-01/20 COPIER LEASE	01-110-54-00-5485		259.29
			02	12/20-01/20 COPIER LEASE	01-120-54-00-5485		259.27
			03	12/20-01/20 COPIER LEASE	01-220-54-00-5485		518.58
			04	12/20-01/20 COPIER LEASE	01-210-54-00-5485		663.73
			05	12/20-01/20 COPIER LEASE	01-410-54-00-5485		51.47
			06	12/20-01/20 COPIER LEASE	51-510-54-00-5485		51.47
			07	12/20-01/20 COPIER LEASE	52-520-54-00-5485		51.46
			08	12/20-01/20 COPIER LEASE	79-790-54-00-5485		154.39
			09	12/20-01/20 COPIER LEASE	79-795-54-00-5485		259.28
						INVOICE TOTAL:	2,268.94 *
						CHECK TOTAL:	2,268.94
539984	MENINC	MENARDS INC					
	103123-STREBATE	01/09/24	01	AUG-OCT 2023 SALES TAX REBATE	01-640-54-00-5492		121,628.75
						INVOICE TOTAL:	121,628.75 *
						CHECK TOTAL:	121,628.75



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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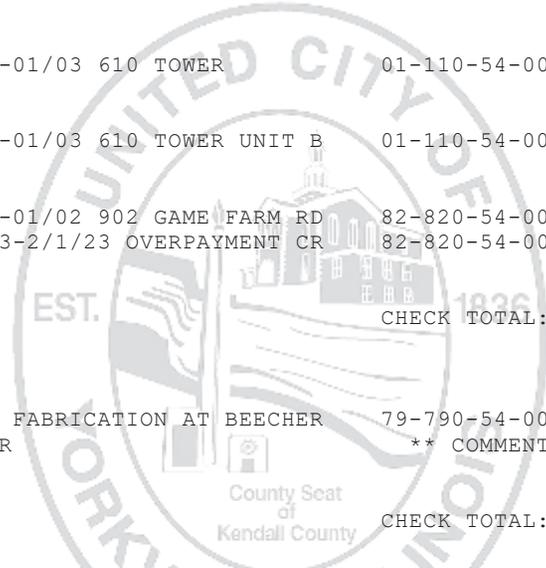
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539985	MESIMPSO	M.E. SIMPSON CO, INC					
	41441	11/30/23	01	307 ILLINI DR LEAK DETECTION	51-510-54-00-5462		935.00
						INVOICE TOTAL:	935.00 *
					CHECK TOTAL:		935.00
539986	METIND	METROPOLITAN INDUSTRIES, INC.					
	INV057677	12/29/23	01	BLACKBERRY CREEK PUMP REPAIR	52-520-56-00-5613		12,608.00
						INVOICE TOTAL:	12,608.00 *
					CHECK TOTAL:		12,608.00
539987	MIDWSALT	MIDWEST SALT					
	P471324	12/22/23	01	BULK ROCK SALT	51-510-56-00-5638		3,448.31
						INVOICE TOTAL:	3,448.31 *
	P471431	01/03/24	01	BULK ROCK SALT	51-510-56-00-5638		3,525.04
						INVOICE TOTAL:	3,525.04 *
	P471509	01/05/24	01	BULK ROCK SALT	51-510-56-00-5638		3,546.44
						INVOICE TOTAL:	3,546.44 *
					CHECK TOTAL:		10,519.79
539988	NICOR	NICOR GAS					
	00-41-22-8748 4-1223	01/02/24	01	11/30-01/02 1107 PRAIRIE LN	01-110-54-00-5480		126.00
						INVOICE TOTAL:	126.00 *
	12-43-53-5625 3-1223	01/03/24	01	12/01-01/03 609 N BRIDGE	01-110-54-00-5480		112.12
						INVOICE TOTAL:	112.12 *
	15-64-61-3532 5-1223	01/02/24	01	11/30-01/02 1991 CANNONBALL TR	01-110-54-00-5480		46.84
						INVOICE TOTAL:	46.84 *



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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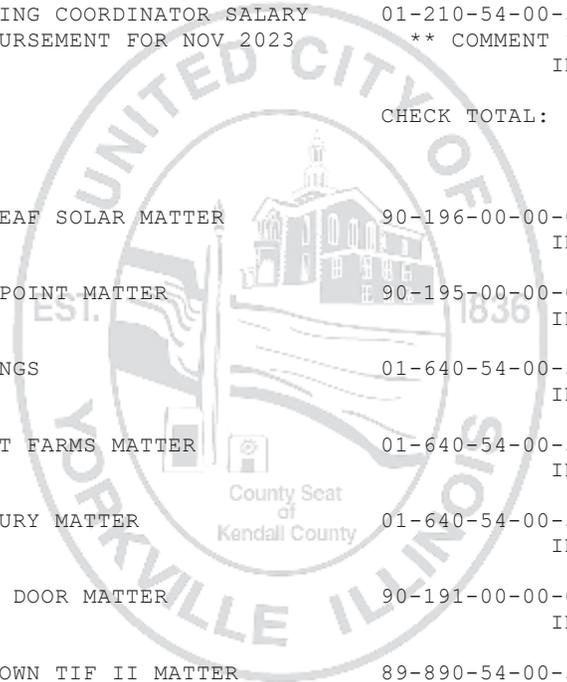
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539988	NICOR NICOR GAS						
	20-52-56-2042	1-1223	12/29/23	01 11/29-12/29 420 FAIRHAVEN	01-110-54-00-5480		140.42
						INVOICE TOTAL:	140.42 *
	23-45-91-4862	5-1223	01/03/24	01 12/01-01/03 101 BRUELL ST	01-110-54-00-5480		144.89
						INVOICE TOTAL:	144.89 *
	40-52-64-8356	1-1223	01/04/24	01 12/04-01/04 102 E VAN EMMON	01-110-54-00-5480		480.74
						INVOICE TOTAL:	480.74 *
	61-60-41-1000	9-1223	01/03/24	01 12/01-01/03 610 TOWER	01-110-54-00-5480		634.78
						INVOICE TOTAL:	634.78 *
	83-80-00-1000	7-1223	01/04/24	01 12/01-01/03 610 TOWER UNIT B	01-110-54-00-5480		326.77
						INVOICE TOTAL:	326.77 *
	91-85-68-4012	8-1223	01/05/24	01 11/30-01/02 902 GAME FARM RD	82-820-54-00-5480		2,094.66
				02 1/3/23-2/1/23 OVERPAYMENT CR	82-820-54-00-5480		-200.00
						INVOICE TOTAL:	1,894.66 *
						CHECK TOTAL:	3,907.22
539989	OMALLEY O'MALLEY WELDING & FABRICATING						
	21037		12/13/23	01 MISC. FABRICATION AT BEECHER	79-790-54-00-5495		562.50
				02 CENTER	** COMMENT **		
						INVOICE TOTAL:	562.50 *
						CHECK TOTAL:	562.50
539990	OSWEGO VILLAGE OF OSWEGO						
	2517		12/20/23	01 STATE LOBBYIST REIMBURSEMENT	01-640-54-00-5462		2,333.33
				02 NOV-DEC 2023	** COMMENT **		
				03 STATE LOBBYIST REIMBURSEMENT	51-510-54-00-5462		2,333.34



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 01/23/2024

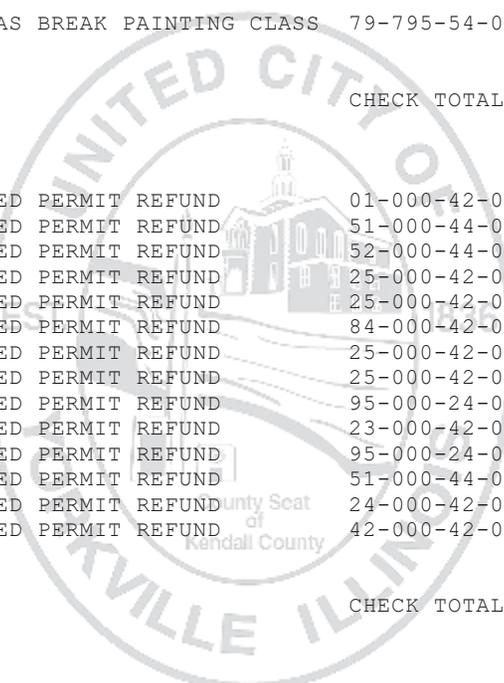
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539990	OSWEGO	VILLAGE OF OSWEGO					
	2517	12/20/23	04	NOV-DEC 2023	** COMMENT **		
			05	FEDERAL LOBBYIST	01-640-54-00-5462		3,125.00
			06	REIMBURSEMENT NOV-DEC 2023	** COMMENT **		
			07	FEDERAL LOBBYIST	51-510-54-00-5462		3,125.00
			08	REIMBURSEMENT NOV-DEC 2023	** COMMENT **		
					INVOICE TOTAL:		10,916.67 *
	2518	12/20/23	01	TRAINING COORDINATOR SALARY	01-210-54-00-5413		4,001.78
			02	REIMBURSEMENT FOR NOV 2023	** COMMENT **		
					INVOICE TOTAL:		4,001.78 *
					CHECK TOTAL:		14,918.45
539991	OTTOSEN	OTTOSEN DINOLFO					
	2705	11/30/23	01	NEW LEAF SOLAR MATTER	90-196-00-00-0011		242.00
					INVOICE TOTAL:		242.00 *
	2706	11/30/23	01	NORTHPOINT MATTER	90-195-00-00-0011		198.00
					INVOICE TOTAL:		198.00 *
	2707	11/30/23	01	MEETINGS	01-640-54-00-5456		1,600.00
					INVOICE TOTAL:		1,600.00 *
	2708	11/30/23	01	BRIGHT FARMS MATTER	01-640-54-00-5456		77.00
					INVOICE TOTAL:		77.00 *
	2709	11/30/23	01	WESTBURY MATTER	01-640-54-00-5456		165.00
					INVOICE TOTAL:		165.00 *
	2710	11/30/23	01	GREEN DOOR MATTER	90-191-00-00-0011		2,783.00
					INVOICE TOTAL:		2,783.00 *
	2711	11/30/23	01	DOWNTOWN TIF II MATTER	89-890-54-00-5462		165.00
					INVOICE TOTAL:		165.00 *



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 01/23/2024

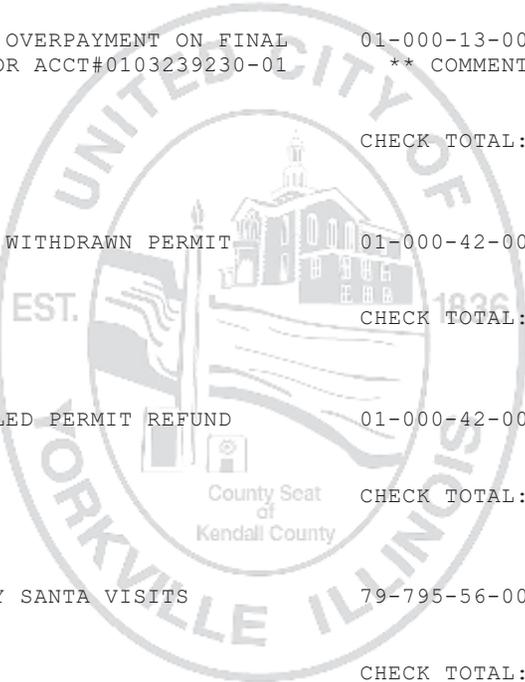
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539991	OTTOSEN 2896	OTTOSEN DINOLFO 11/30/23	01	MISC CITY ADMIN MATTERS	01-640-54-00-5456		6,432.92 INVOICE TOTAL: 6,432.92 *
							CHECK TOTAL: 11,662.92
539992	PETITEPA 123023	THE PETITE PALETTE 12/30/23	01	CHRISTMAS BREAK PAINTING CLASS	79-795-54-00-5462		350.00 INVOICE TOTAL: 350.00 *
							CHECK TOTAL: 350.00
539993	R0001975 4435 SARASOTA	RYAN HOMES 12/29/23	01	CANCELLED PERMIT REFUND	01-000-42-00-4210		1,165.00
			02	CANCELLED PERMIT REFUND	51-000-44-00-4430		550.00
			03	CANCELLED PERMIT REFUND	52-000-44-00-4455		2,000.00
			04	CANCELLED PERMIT REFUND	25-000-42-00-4219		700.00
			05	CANCELLED PERMIT REFUND	25-000-42-00-4215		300.00
			06	CANCELLED PERMIT REFUND	84-000-42-00-4214		500.00
			07	CANCELLED PERMIT REFUND	25-000-42-00-4220		50.00
			08	CANCELLED PERMIT REFUND	25-000-42-00-4218		100.00
			09	CANCELLED PERMIT REFUND	95-000-24-00-2452		1,000.00
			10	CANCELLED PERMIT REFUND	23-000-42-00-4222		2,000.00
			11	CANCELLED PERMIT REFUND	95-000-24-00-2453		2,668.16
			12	CANCELLED PERMIT REFUND	51-000-44-00-4450		5,554.00
			13	CANCELLED PERMIT REFUND	24-000-42-00-4218		1,759.00
			14	CANCELLED PERMIT REFUND	42-000-42-00-4208		25.00
							INVOICE TOTAL: 18,371.16 *
							CHECK TOTAL: 18,371.16
539994	R0002208 103123-STREBATE	HARI DEVELOPMENT YORKVILLE LLC 01/09/24	01	AUG-OCT 2023 SALES TAX REBATE	01-640-54-00-5492		1,279.40 INVOICE TOTAL: 1,279.40 *
							CHECK TOTAL: 1,279.40



- | | | | |
|--------------------------------|-----------------------------------|----------------------------------|-------------------------|
| 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 01/23/2024

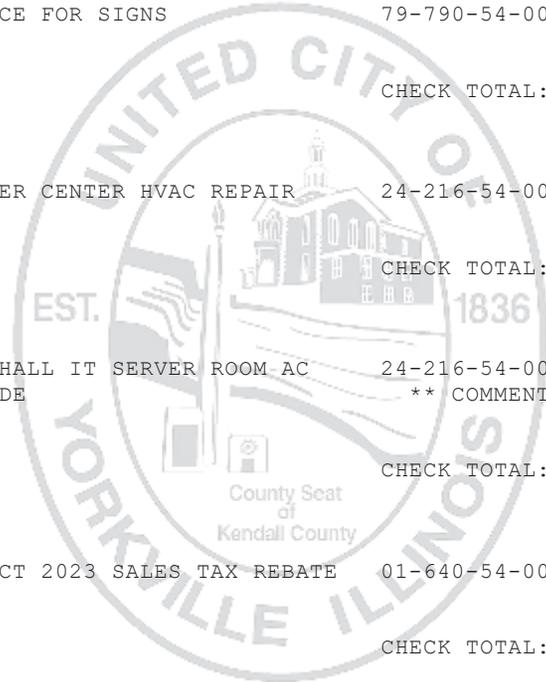
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
539995	R0002619 010324-RFND	JAMI HINSHAW 01/03/24	01 02	REFUND OVERPAYMENT ON UB ACCT#0300404560-09	01-000-13-00-1371 ** COMMENT **		252.02 INVOICE TOTAL: 252.02 *
				CHECK TOTAL:			252.02
539996	R0002620 010224-RFND	JOHN STABILE 01/02/24	01 02	REFUND OVERPAYMENT ON FINAL BILL FOR ACCT#0103239230-01	01-000-13-00-1371 ** COMMENT **		101.58 INVOICE TOTAL: 101.58 *
				CHECK TOTAL:			101.58
539997	R0002621 2023-2379 RFND	SMEED KHAN 01/03/24	01	REFUND WITHDRAWN PERMIT	01-000-42-00-4210		1,357.05 INVOICE TOTAL: 1,357.05 *
				CHECK TOTAL:			1,357.05
539998	R0002622 2023-1429 RFND	BLUE SKY ENERGY SOLUTIONS LLC 12/28/23	01	CANCELLED PERMIT REFUND	01-000-42-00-4210		150.00 INVOICE TOTAL: 150.00 *
				CHECK TOTAL:			150.00
539999	R0002623 2023 SANTA	VFW POST 1486 01/11/24	01	HOLIDAY SANTA VISITS	79-795-56-00-5606		1,352.00 INVOICE TOTAL: 1,352.00 *
				CHECK TOTAL:			1,352.00



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 01/23/2024

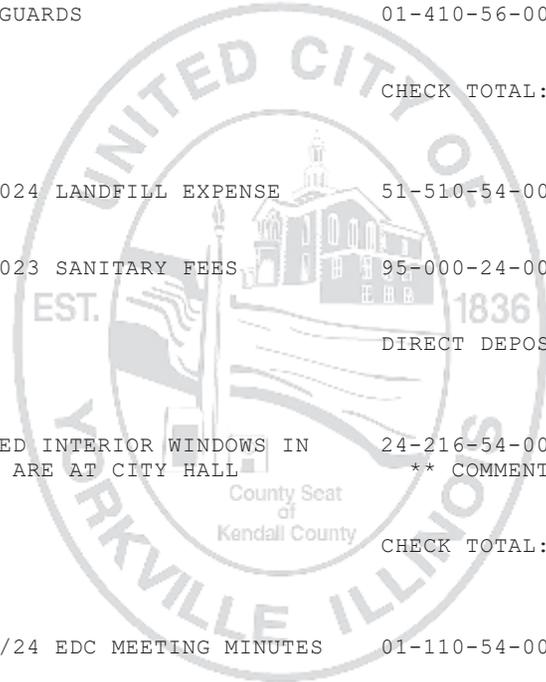
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540000	SUBURLAB	SUBURBAN LABORATORIES INC.					
	221236	12/29/23	01	WATER SAMPLING	51-510-54-00-5429		806.33
						INVOICE TOTAL:	806.33 *
						CHECK TOTAL:	806.33
540001	TRCONTPR	TRAFFIC CONTROL & PROTECTION					
	114102-BALANCE	03/10/23	01	BALANCE FOR SIGNS	79-790-54-00-5495		150.00
						INVOICE TOTAL:	150.00 *
						CHECK TOTAL:	150.00
540002	TRICO	TRICO MECHANICAL , INC					
	8157	12/08/23	01	BEECHER CENTER HVAC REPAIR	24-216-54-00-5446		1,212.00
						INVOICE TOTAL:	1,212.00 *
						CHECK TOTAL:	1,212.00
540003	TRICO	TRICO MECHANICAL , INC					
	8166	12/20/23	01	CITY HALL IT SERVER ROOM AC	24-216-54-00-5446		12,060.00
			02	UPGRADE	** COMMENT **		
						INVOICE TOTAL:	12,060.00 *
						CHECK TOTAL:	12,060.00
540004	UMBBANK	UMB BANK					
	103123-STREBATE	01/09/24	01	AUG-OCT 2023 SALES TAX REBATE	01-640-54-00-5492		151,787.22
						INVOICE TOTAL:	151,787.22 *
						CHECK TOTAL:	151,787.22
540005	WATERSYS	WATER SOLUTIONS UNLIMITED, INC					



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 01/23/2024

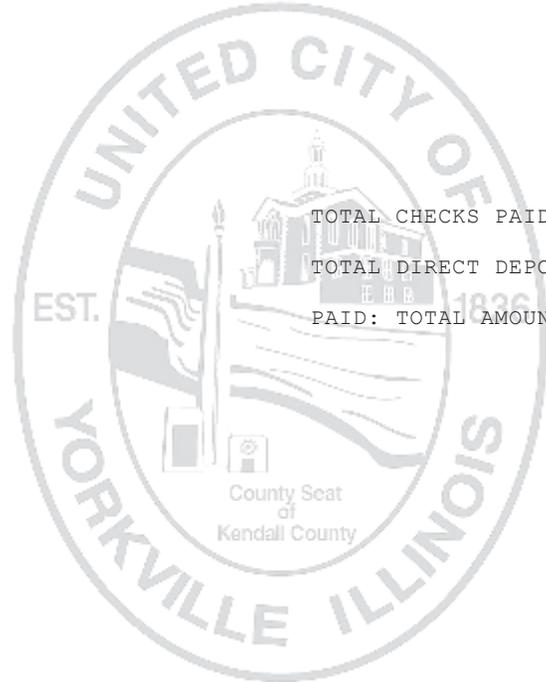
CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540005	WATERSYS	WATER SOLUTIONS UNLIMITED, INC					
	50237	12/22/23	01	CHEMICALS	51-510-56-00-5638		5,055.32
						INVOICE TOTAL:	5,055.32 *
						CHECK TOTAL:	5,055.32
540006	WINTEREQ	WINTER EQUIPMENT COMPANY					
	IV57441	11/27/23	01	FLOW GUARDS	01-410-56-00-5628		2,925.23
						INVOICE TOTAL:	2,925.23 *
						CHECK TOTAL:	2,925.23
D003273	YBSD	YORKVILLE BRISTOL					
	2024.001	01/02/24	01	JAN 2024 LANDFILL EXPENSE	51-510-54-00-5445		21,226.76
						INVOICE TOTAL:	21,226.76 *
	23-DEC	01/09/24	01	DEC 2023 SANITARY FEES	95-000-24-00-2450		351,204.29
						INVOICE TOTAL:	351,204.29 *
						DIRECT DEPOSIT TOTAL:	372,431.05
540007	YORKGLAS	YORKVILLE GLASS & MIRROR					
	7916	12/26/23	01	CAULKED INTERIOR WINDOWS IN	24-216-54-00-5446		900.00
			02	LOBBY ARE AT CITY HALL	** COMMENT **		
						INVOICE TOTAL:	900.00 *
						CHECK TOTAL:	900.00
540008	YOUNGM	MARLYS J. YOUNG					
	010224-EDC	01/09/24	01	01/02/24 EDC MEETING MINUTES	01-110-54-00-5462		85.00
						INVOICE TOTAL:	85.00 *



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
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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 01/23/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540008	YOUNGM MARLYS J. YOUNG						
	121923-PW	12/22/23	01	12/19/23 PW MEETING MINUTES	01-110-54-00-5462		85.00
						INVOICE TOTAL:	85.00 *
	122023-ADMIN	12/25/23	01	12/20/23 ADMIN MEETING MINUTES	01-110-54-00-5462		85.00
						INVOICE TOTAL:	85.00 *
					CHECK TOTAL:		255.00



TOTAL CHECKS PAID: 957,203.31
 TOTAL DIRECT DEPOSITS 373,377.05
 PAID: TOTAL AMOUNT PAID: 1,330,580.36

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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 |
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| 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 January 5, 2024

	<u>REGULAR</u>	<u>OVERTIME</u>	<u>TOTAL</u>	<u>IMRF</u>	<u>FICA</u>	<u>TOTALS</u>
ADMINISTRATION	18,622.44	-	18,622.44	1,100.59	1,377.52	21,100.55
FINANCE	13,739.01	-	13,739.01	811.98	1,014.75	15,565.74
POLICE	139,545.07	8,422.81	147,967.88	413.70	11,034.38	159,415.96
COMMUNITY DEV.	25,748.62	-	25,748.62	1,539.49	1,905.91	29,194.02
STREETS	23,708.04	83.76	23,791.80	1,412.01	1,765.94	26,969.75
BUILDING & GROUNDS	5,938.01	-	5,938.01	359.80	457.22	6,755.03
WATER	20,362.40	831.07	21,193.47	1,252.55	1,547.75	23,993.77
SEWER	10,066.17	-	10,066.17	594.89	735.71	11,396.77
PARKS	29,333.76	-	29,333.76	1,709.35	2,177.31	33,220.42
RECREATION	22,889.78	-	22,889.78	1,280.95	1,718.22	25,888.95
LIBRARY	16,088.64	-	16,088.64	654.94	1,192.85	17,936.43
TOTALS	\$ 326,041.94	\$ 9,337.64	\$ 335,379.58	\$ 11,130.25	\$ 24,927.56	\$ 371,437.39

TOTAL PAYROLL \$ 371,437.39



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, January 23, 2024

ACCOUNTS PAYABLE

DATE

Clerk's Check #131230 Kendall County Recorder *(Page 1)*
 City Check Register *(Pages 2 - 25)*

01/08/2024	\$	380.00
01/23/2024		1,330,580.36

SUB-TOTAL:	\$	1,330,960.36
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PAYROLL

Bi - Weekly *(Page 26)*

01/05/2024	\$	371,437.39
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SUB-TOTAL:	\$	371,437.39
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TOTAL DISBURSEMENTS:	\$	1,702,397.75
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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 #2

Tracking Number

PW 2024-04

Agenda Item Summary Memo

Title: Grande Reserve – Unit 12

Meeting and Date: City Council – January 23, 2024

Synopsis: Subdivision Acceptance Consideration

Council Action Previously Taken:

Date of Action: PW – 1/16/24 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-04

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 21, 2023
Subject: Grande Reserve – Unit 12

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 #41239269	\$31,689.00
Platte River Insurance Co. Bond #41239270	\$37,374.00
Platte River Insurance Co. Bond #41239272	\$60,400.00
Current Total Bond Value	\$129,463.00
Original Value	\$493,094.35
Required Value (10% of Original)	\$49,309.00
Net Allowable Reduction	\$80,154.00

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 12 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

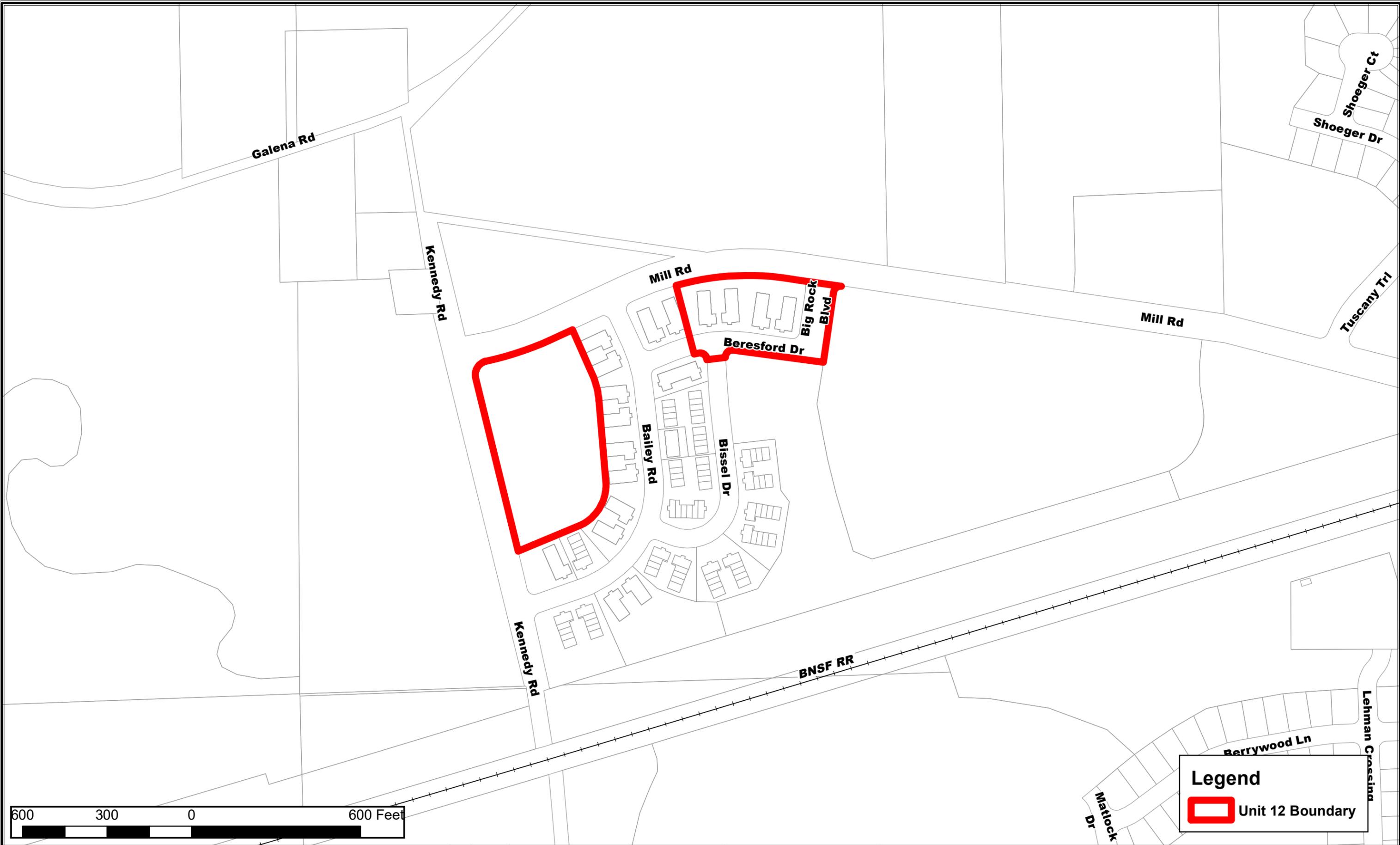
GASB
 GRANDE RESERVE - UNIT 12
 UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITIY	UNIT PRICE	COST
SANITARY SEWER CONSTRUCTION				
8" PVC SANITARY SEWER (SDR-26)	FOOT	1,081	\$ 20.00	\$ 21,620.00
8" PVC SANITARY SEWER (SDR-21)	FOOT	189	\$ 30.00	\$ 5,670.00
48" MANHOLE TYPE A W/ FRAME & LID	EACH	11	\$ 1,950.00	\$ 21,450.00
6" SANITARY SERVICE, COMPLETE - NEAR	EACH	20	\$ 450.00	\$ 9,000.00
6" SANITARY SERVICE, COMPLETE - FAR	EACH	0	\$ 1,200.00	\$ -
8" PLUG	EACH	3	\$ 250.00	\$ 750.00
SELECT GRANULAR BACKFILL (CA07)	FOOT	160	\$ 36.50	\$ 5,840.00
CONNECT TO EXISTING MANHOLE	EACH	1	\$ 1,500.00	\$ 1,500.00
TELEWISE MAINS	FOOT	1,270	\$ 1.00	\$ 1,270.00
WATER MAIN CONSTRUCTION				
8" DUCTILE IRON WATER MAIN	FOOT	1,186	\$ 21.00	\$ 24,906.00
8" VALVE & BOX	EACH	3	\$ 1,000.00	\$ 3,000.00
8" X 16" PRESSURE CONNECTION W/60" VAULT	EACH	1	\$ 4,000.00	\$ 4,000.00
1-1/2" TYPE K COPPER SERVICE, NEAR	EACH	20	\$ 300.00	\$ 6,000.00
1-1/2" TYPE K COPPER SERVICE, FAR	EACH	0	\$ 600.00	\$ -
8" PLUG	EACH	3	\$ 250.00	\$ 750.00
FIRE HYDRANT	EACH	2	\$ 1,900.00	\$ 3,800.00
FLUSHING FIRE HYDRANT	EACH	2	\$ 1,200.00	\$ 2,400.00
SELECT GRANULAR BACKFILL (MAINLINE)	EACH	246	\$ 17.50	\$ 4,305.00
STORM SEWER CONSTRUCTION				
12" RCP	FOOT	640	\$ 16.00	\$ 10,240.00
12" RCP W/ASTMC-443 JOINTS	FOOT	46	\$ 18.00	\$ 828.00
15" CMP	FOOT	84	\$ 14.00	\$ 1,176.00
15" RCP	FOOT	30	\$ 17.00	\$ 510.00
18" RCP	FOOT	40	\$ 19.00	\$ 760.00
18" RCP W/ASTM C-443 JOINTS	FOOT	157	\$ 21.00	\$ 3,297.00
21" RCP	FOOT	24	\$ 25.00	\$ 600.00
24" RCP W/ASTM C-443 JOINTS	FOOT	144	\$ 30.00	\$ 4,320.00
27" RCP	FOOT	54	\$ 33.00	\$ 1,782.00
30" RCP	FOOT	166	\$ 38.00	\$ 6,308.00
30" RCP W/ASTM C-443 JOINTS	FOOT	129	\$ 40.00	\$ 5,160.00
36" RCP	FOOT	168	\$ 42.00	\$ 7,056.00
48" MANHOLE W/FRAME & LID	EACH	3	\$ 1,050.00	\$ 3,150.00
60" MANHOLE W/FRAME & LID	EACH	10	\$ 1,430.00	\$ 14,300.00
48" CATCH BASIN W/ FRAME & GRATE	EACH	3	\$ 1,300.00	\$ 3,900.00
60" CATCH BASIN W/ FRAME & GRATE	EACH	1	\$ 2,000.00	\$ 2,000.00
24" INLET TYPE A W/ FRAME & GRATE	EACH	4	\$ 600.00	\$ 2,400.00
36" RCP FLARED END SECTION	EACH	1	\$ 1,500.00	\$ 1,500.00
12" PLUG	EACH	3	\$ 250.00	\$ 750.00
15" PLUG	EACH	2	\$ 250.00	\$ 500.00
18" PLUG	EACH	2	\$ 250.00	\$ 500.00
SELECT GRANULAR BACKFILL (MAINLINE)	FOOT	390	\$ 10.00	\$ 3,900.00
TELEWISE STORM SEWER	FOOT	2,357	\$ 1.75	\$ 4,124.75
SIDEWALK				

GASB
 GRANDE RESERVE - UNIT 12
 UNITED CITY OF YORKVILLE

5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ FT	8620	\$ 3.75	\$ 32,325.00
STREET LIGHTING				
STREET LIGHT 25' STANDARD, COMPLETE INCLUDING WIRE & TRENCHING, ETC	EACH	3	\$ 4,500.00	\$ 13,500.00
MISCELLANEOUS				
PARKWAY TREES	LSUM	1	\$ 43,487.00	\$ 43,487.00
BUFFER & COMMON AREA	LSUM	1	\$ 90,536.00	\$ 90,536.00
PARKWAY TREES	LSUM	1	\$ 27,235.00	\$ 27,235.00
TOTAL COST				\$ 402,405.75

ROADWAY	UNIT	QUANTITY	UNIT PRICE	COST
BIG ROCK BLVD	FOOT	275	\$ 121.73	\$ 33,475.66
BERESFORD DRIVE	FOOT	470	\$ 121.73	\$ 57,212.94
TOTAL		745	TOTAL COST	\$ 90,688.60



Legend

 Unit 12 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:	DECEMBER 2023
PROJECT NO.:	YO2034
PATH:	H:\GIS\PUBLIC\YORKVILLE\2034\
FILE:	H:\GIS\Public\Yorkville\2020\YO2034\YO2034_Grande Reserve Unit 12.mxd

UNIT 12
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 #3

Tracking Number

PW 2024-05

Agenda Item Summary Memo

Title: Grande Reserve – Unit 15

Meeting and Date: City Council – January 23, 2024

Synopsis: Subdivision Acceptance Consideration

Council Action Previously Taken:

Date of Action: PW – 1/16/24 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-05

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 21, 2023
Subject: Grande Reserve – Unit 15

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 #41239278	\$98,430.00
Platte River Insurance Co. Bond #41239279	\$142,800.00
Current Total Bond Value	\$241,230.00
Original Value	\$978,892.05
Required Value (10% of Original)	\$97,889.00
Net Allowable Reduction	\$143,341.00

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 15 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: _____

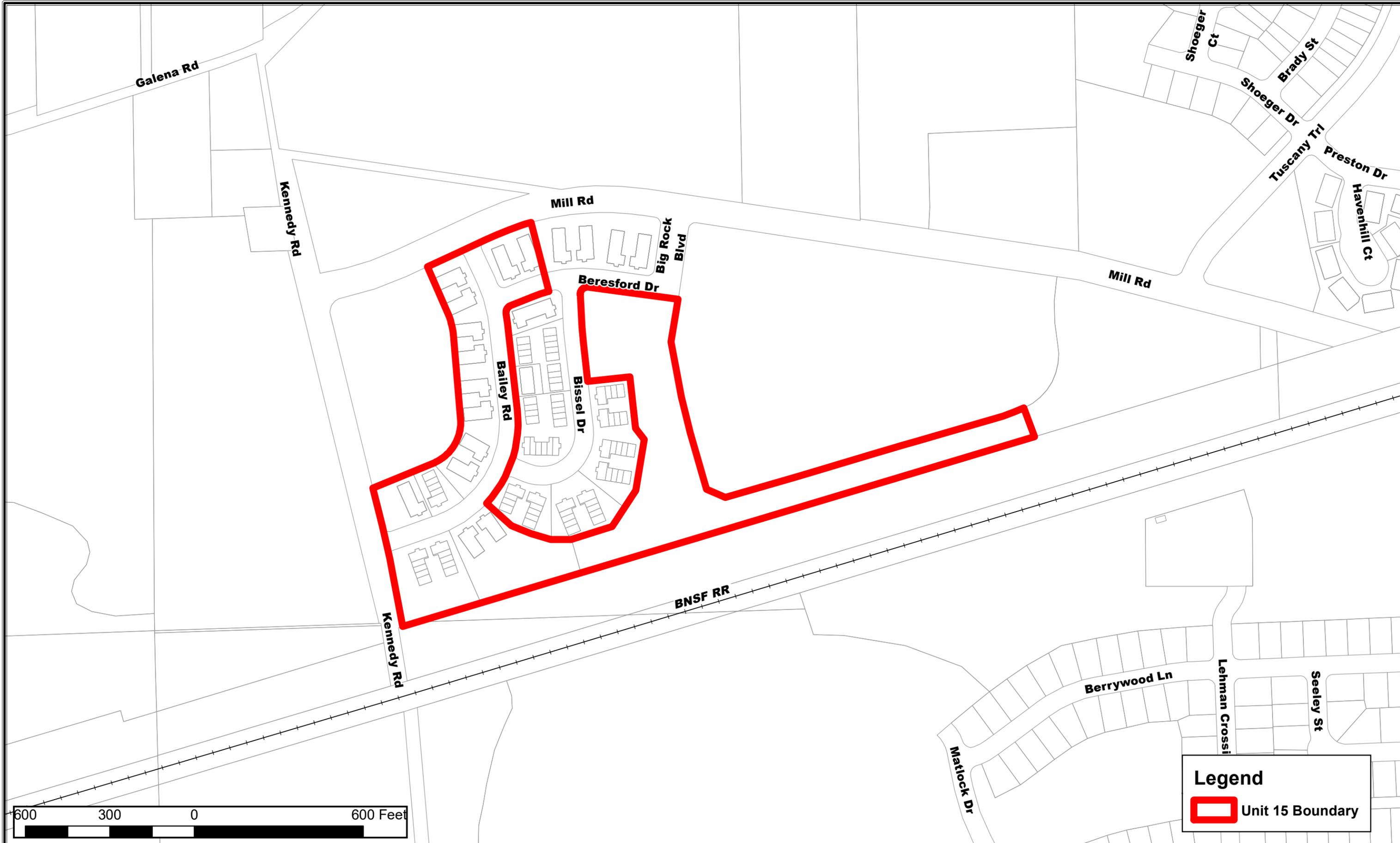
Subscribed and ***Sworn*** to
before me this ____ day
of _____, 20__.

Notary Public

UTILITIES	UNIT	QUANTITY
SANITARY SEWER CONSTRUCTION		
8" PVC SANITARY SEWER (SDR 26)	FOOT	2,743
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	20
6" SANITARY SERVICE COMPLETE - NEAR	EACH	65
6" SANITARY SERVICE COMPLETE - FAR	EACH	23
SELECT GRANULAR BACKFILL (CA-7)	FOOT	342
6" SERVICE RISER	FOOT	209
CONNECT TO EXISTING MANHOLE	EACH	1
TELEWISE MAINS	FOOT	2,743
WATER MAIN CONSTRUCTION		
8" DUCTILE IRON WATER MAIN	FOOT	2,542
8" VALVE & BOX	EACH	12
8" X 16" PRESSURE CONNECTION W/60" VAULT	EACH	1
1" TYPE K COPPER SERVICE, NEAR	EACH	71
1" TYPE K COPPER SERVICE, FAR	EACH	14
CONNECTION TO EXISTING	EACH	1
FIRE HYDRANT ASSEMBLY, COMPLETE	EACH	11
SELECT GRANULAR BACKFILL (MAINLINE)	FOOT	275
STORM SEWER CONSTRUCTION		
12" RCP	FOOT	474
15" RCP	FOOT	368
18" RCP	FOOT	205
21" RCP	FOOT	347
24" RCP	FOOT	400
48" MANHOLE W/ FRAME AND LID	EACH	6
60" MANHOLE W/ FRAME AND LID	EACH	3
48" CATCH BASINW/ FRAME & GRATE	EACH	9
24" INLET TYPE A W/ FRAME & GRATE	EACH	7
27" RCP FLARED END SECTION W/ GRATE	EACH	3
CONNECTION TO EXISTING	EACH	4
SELECT GRANULAR BACKFILL (MAINLINE)	FOOT	305
TELEWISE STORM SEWER	FOOT	1,794
SIDEWALK		
5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ FT	14650
STREET LIGHTING		
STREET LIGHT 25' STANDARD, COMPLETE	EACH	6
MISCELLANEOUS		
PARKWAY TREES	EACH	14
STREET TREES	LSUM	1
BUFFER & COMMON AREA	LSUM	1
MISCELLANEOUS	LSUM	1

ROADWAY	UNIT	QUANTITY
BAILEY ROAD	FOOT	1,350
BERESFORD DRIVE	FOOT	215

EXHIBIT A
GRANDE RESERVE - UNIT 15
UNITED CITY OF YORKVILLE



Legend

 Unit 15 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.:	YO2034
PATH:	H:\GIS\PUBLIC\YORKVILLE\2034\
FILE:	H:\GIS\Public\Yorkville\2020\YO2034\YO2034_Grande Reserve Unit 15.mxd

UNIT 15
 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 #4

Tracking Number

PW 2024-06

Agenda Item Summary Memo

Title: Grande Reserve – Unit 22

Meeting and Date: City Council – January 23, 2024

Synopsis: Subdivision Acceptance Consideration

Council Action Previously Taken:

Date of Action: PW – 1/16/24 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-06

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 21, 2023
Subject: Grande Reserve – Unit 22

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 #41239282	\$117,200.00
Current Total Bond Value	\$117,200.00
Original Value	\$370,387.95
Required Value (10% of Original)	\$37,038.00
Net Allowable Reduction	\$80,162.00

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 22 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__.

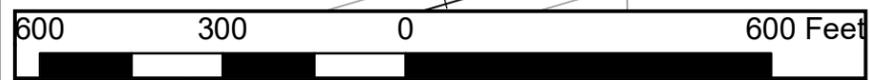
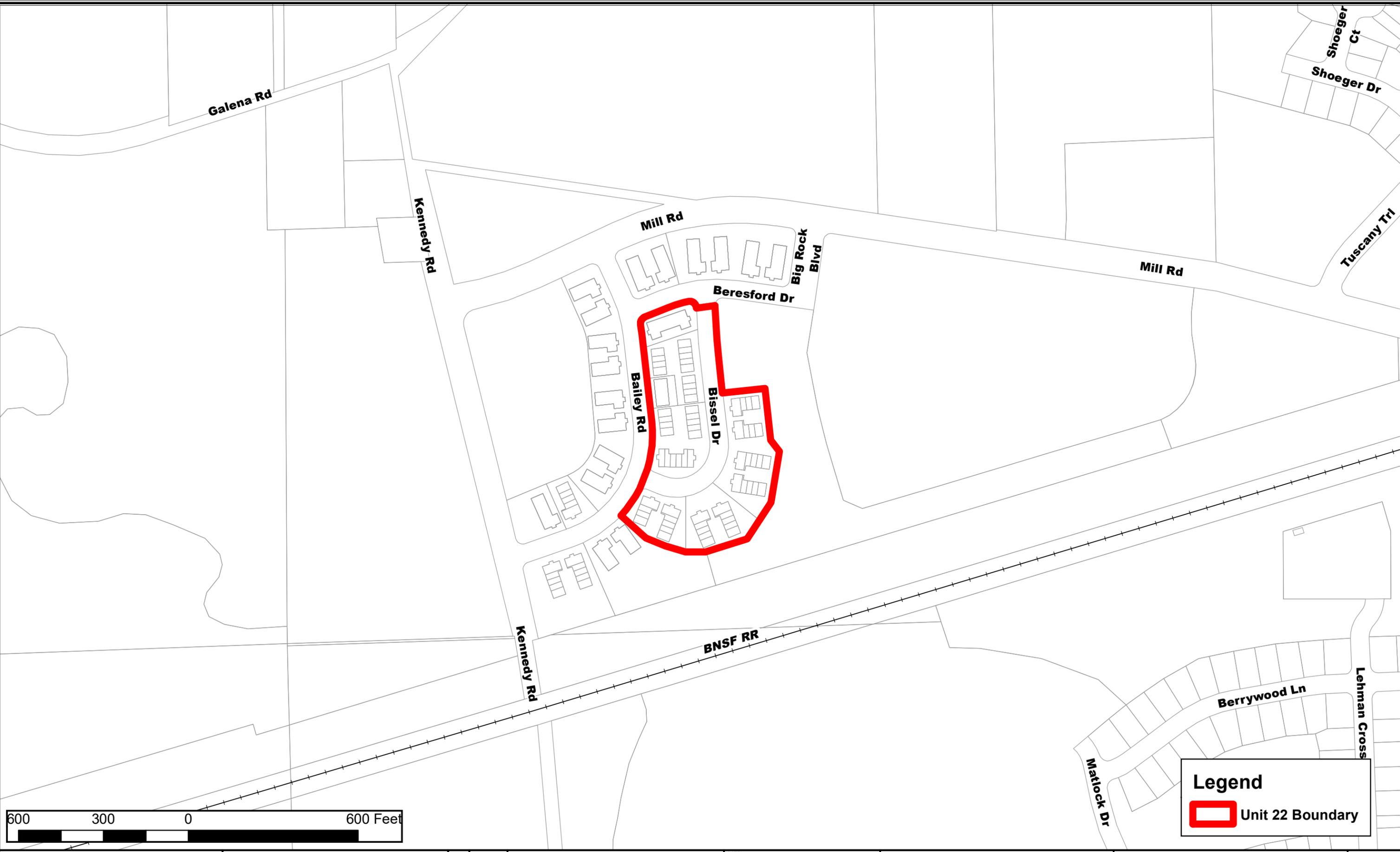
Signature of Seller
Name: _____
Title: _____

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	1,730
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	10
6" SANITARY SERVICE COMPLETE - NEAR	EACH	56
SELECT GRANULAR BACKFILL (CA-7)	FOOT	215
6" SERVICE RISER	FOOT	38
CONNECTION TO EXISTING	FOOT	1
TELEWISE MAINS	FOOT	1,730
WATER MAIN CONSTRUCTION		
8" DUCTILE IRON WATER MAIN	FOOT	1,713
8" VALVE & BOX	EACH	8
1" TYPE K COPPER SERVICE, NEAR	EACH	36
1" TYPE K COPPER SERVICE, FAR	EACH	19
CONNECTION TO EXISTING	EACH	1
FIRE HYDRANT ASSEMBLY, COMPLETE	EACH	9
STORM SEWER CONSTRUCTION		
4" SUMP PUMP CONNECTION	EACH	
12" RCP	FOOT	736
15" RCP	FOOT	155
15" RCP W/ ASTM C-443 JOINTS	FOOT	280
18" RCP W/ ASTM C-443 JOINTS	FOOT	230
48" MANHOLE W/ FRAME AND LID	EACH	5
48" CATCH BASIN W/ FRAME & GRATE	EACH	4
24" INLET TYPE A W/ FRAME & GRATE	EACH	9
SELECT GRANULAR BACKFILL (MAINLINE)	FOOT	100
TELEWISE STORM SEWER	FOOT	891
SIDEWALK		
5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ FT	9000
STREET LIGHTING		
STREET LIGHT 25' STANDARD, COMPLETE	EACH	2
MISCELLANEOUS		
LANDSCAPING	LSUM	1

ROADWAY	UNIT	QUANTITY
BISSEL DRIVE	FOOT	905



Legend

 Unit 22 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.:	YO2034
PATH:	H:\GIS\PUBLIC\YORKVILLE\2034\
FILE:	H:\GIS\Public\Yorkville\2020\YO2034\YO2034_Grande Reserve Unit 22.mxd

UNIT 22
 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 2024-07

Agenda Item Summary Memo

Title: New Leaf Energy – Plat of Dedication and Grant of Easement

Meeting and Date: City Council – January 23, 2024

Synopsis: Plat of Dedication and Grant of Easement

Council Action Previously Taken:

Date of Action: PW – 1/16/24 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-07

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: January 2, 2024
Subject: New Leaf Energy – Plat of Dedication and Grant of Easement

Last spring the City Council approved the annexation and rezoning for the development of the New Leaf Energy project.

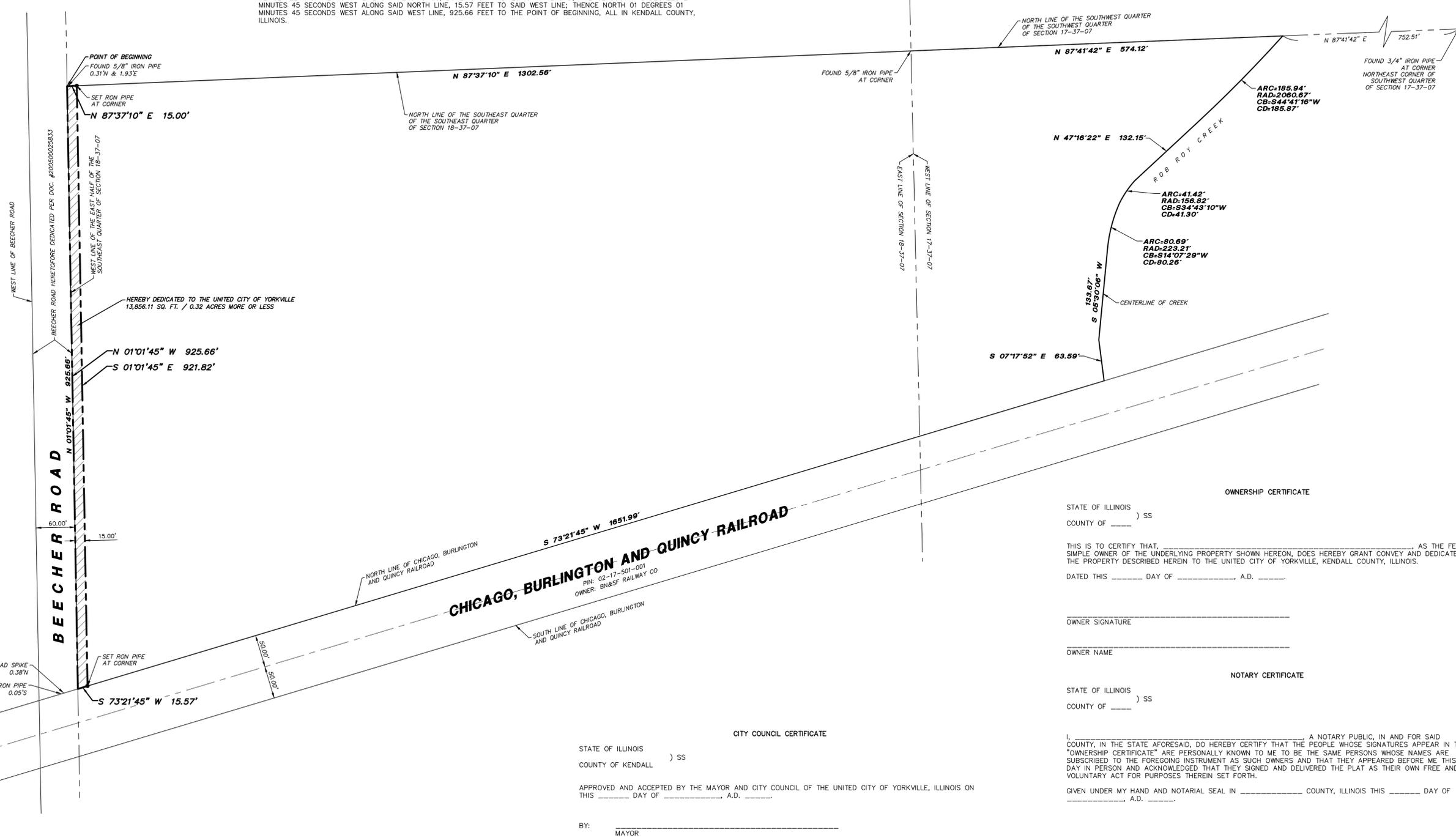
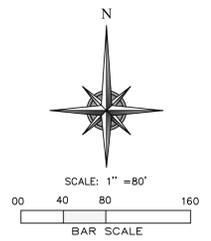
New Leaf Energy is proceeding with site plan work in preparation for spring 2024 construction. Accordingly, there is right-of-way to be dedicated along Beecher Road as well as easements to be granted to the City. See the attached documents.

We have reviewed both documents for compliance with City requirements and are recommending approval and execution.

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

PLAT OF DEDICATION

DEDICATION DESCRIPTION
 THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER AND THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 87 DEGREES 37 MINUTES TO SECONDS EAST ALONG SAID NORTH LINE, 15.00 FEET; THENCE SOUTH 01 DEGREES 45 MINUTES 45 SECONDS EAST, 921.82 FEET TO THE NORTH LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD; THENCE SOUTH 73 DEGREES 21 MINUTES 45 SECONDS WEST ALONG SAID NORTH LINE, 15.57 FEET TO SAID WEST LINE; THENCE NORTH 01 DEGREES 01 MINUTES 45 SECONDS WEST ALONG SAID WEST LINE, 925.66 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.



POINT OF BEGINNING
 FOUND 5/8" IRON PIPE
 0.31' N & 1.93' E
 SET IRON PIPE
 AT CORNER
N 87°37'10" E 15.00'

HEREBY DEDICATED TO THE UNITED CITY OF YORKVILLE
 13,856.11 SQ. FT. / 0.32 ACRES MORE OR LESS

N 01°01'45" W 925.66'
S 01°01'45" E 921.82'

BEECHER ROAD
N 01°01'45" W 925.66'

NORTH LINE OF THE SOUTHEAST QUARTER
 OF SECTION 18-37-07
N 87°37'10" E 1302.56'

CHICAGO, BURLINGTON AND QUINCY RAILROAD
 PIN: 02-17-501-001
 OWNER: BNSF RAILWAY CO

NORTH LINE OF THE SOUTHWEST QUARTER
 OF SECTION 17-37-07
N 87°41'42" E 574.12'

N 47°16'22" E 132.15'

ARC-185.94'
RAD-2060.67'
CB-S944'41"16"W
CD-185.87'

ARC-41.42'
RAD-166.82'
CB-S34'43"10"W
CD-41.30'

ARC-80.69'
RAD-223.21'
CB-S14'07"29"W
CD-80.26'

S 07°17'52" E 63.59'

S 73°21'45" W 15.57'

S 73°21'45" W 1651.99'

- LEGEND**
- LAND HEREBY DEDICATED TO THE UNITED CITY OF YORKVILLE
 - PROPERTY LINE
 - CENTERLINE OF RIGHT OF WAY
 - EXISTING EASEMENT
 - IRON PIPE SET

CITY COUNCIL CERTIFICATE
 STATE OF ILLINOIS) SS
 COUNTY OF KENDALL

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS ON THIS _____ DAY OF _____, A.D. _____

BY: _____
 MAYOR

COUNTY CLERK CERTIFICATE
 STATE OF ILLINOIS) SS
 COUNTY OF KENDALL

I, _____ COUNTY CLERK OF KENDALL COUNTY ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THIS PLAT HEREIN DRAWN. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THIS PLAT HEREIN DRAWN.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF COOK COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D. _____

 KENDALL COUNTY CLERK

OWNERSHIP CERTIFICATE
 STATE OF ILLINOIS) SS
 COUNTY OF _____

THIS IS TO CERTIFY THAT _____ AS THE FEE SIMPLE OWNER OF THE UNDERLYING PROPERTY SHOWN HEREON, DOES HEREBY GRANT CONVEY AND DEDICATES THE PROPERTY DESCRIBED HEREIN TO THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D. _____

OWNER SIGNATURE _____
 OWNER NAME _____

NOTARY CERTIFICATE
 STATE OF ILLINOIS) SS
 COUNTY OF _____

I, _____ A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE PEOPLE WHOSE SIGNATURES APPEAR IN THE "OWNERSHIP CERTIFICATE" ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS AND THAT THEY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL IN _____ COUNTY, ILLINOIS THIS _____ DAY OF _____, A.D. _____

NOTARY PUBLIC _____

SURVEYOR'S CERTIFICATE
 STATE OF ILLINOIS) SS
 COUNTY OF COOK

THIS IS TO CERTIFY THAT I, FRANJO I. MATIĆ, ILLINOIS LAND SURVEYOR NUMBER 35-3556, HAVE SURVEYED AND PLATTED THE ABOVE DESCRIBED PROPERTY AS SHOWN BY THIS PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY FOR THE PURPOSES OF ROADWAY DEDICATION; ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

P.I.N. 02-18-400-005 AND 02-17-300-002 (PART OF)

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. _____ AT HOFFMAN ESTATES, ILLINOIS.

PRELIMINARY 12/22/23
 FRANJO I. MATIĆ - PLS #035-003556 EXPIRES 11/30/2024
 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

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BEECHER SOLAR 1, LLC
 BEECHER ROAD, BRISTOL
 KENDALL COUNTY, ILLINOIS

TO	DATE
CLIENT	11/01/23
CLIENT	11/28/23
CLIENT	12/22/23

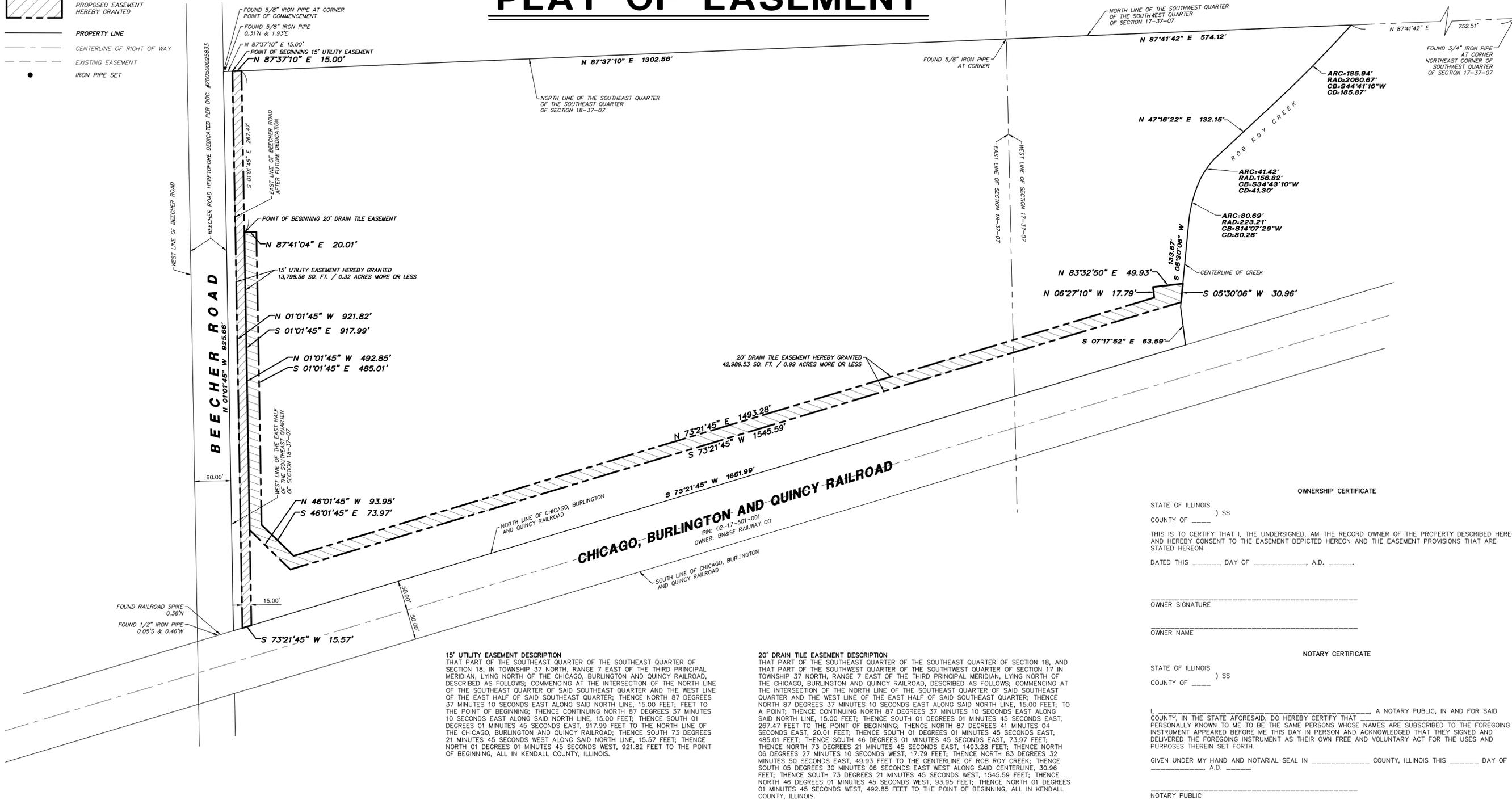
ISSUE
 CHECK:FIM
 DRAWN:KCH
 JOB: S2300001

DED-1
 SHEET 1 OF 1
 PLAT OF DEDICATION

PLAT OF EASEMENT

LEGEND

-  PROPOSED EASEMENT HEREBY GRANTED
-  PROPERTY LINE
-  CENTERLINE OF RIGHT OF WAY
-  EXISTING EASEMENT
-  IRON PIPE SET



20' DRAIN TILE EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE AND ITS SUCCESSORS AND ASSIGNS, OVER ALL OF THE AREAS MARKED "DRAIN TILE EASEMENT" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY TO SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE STORM SEWERS AND THE STORMWATER MANAGEMENT AREA, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, SANITARY SEWERS, WATER MAINS, ELECTRIC AND COMMUNICATION CABLES, CONNECTIONS, DITCHES, SWALES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT. NO CHANGE TO THE TOPOGRAPHY OR STORMWATER MANAGEMENT STRUCTURES WITHIN THE EASEMENT AREA SHALL BE MADE WITHOUT EXPRESS WRITTEN CONSENT OF THE CITY ENGINEER, BUT SAME MAY BE USED FOR PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

THE OWNER OF THE PROPERTY SHALL REMAIN RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER MANAGEMENT AREA AND APPURTENANCES. THE UNITED CITY OF YORKVILLE WILL PERFORM ONLY EMERGENCY PROCEDURES AS DEEMED NECESSARY BY THE CITY ENGINEER OF THE UNITED CITY OF YORKVILLE.

CITY UTILITY EASEMENT PROVISIONS

THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "CITY UTILITY EASEMENT OR C.U.E." SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER MAIN, SANITARY SEWER OR STORM DRAINAGE SYSTEMS OF THE UNITED CITY OF YORKVILLE, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON. EXCEPT THAT THE EASEMENTS MAY BE GRADED AS SWALES TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT BUILDING OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, ACCESS DRIVES, UTILITY INTERCONNECTIONS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURB, GUTTERS, TREES, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED, FOLLOWING SUCH MAINTENANCE WORK, TO BACKFILL AND MOUND ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPOIL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

20' DRAIN TILE EASEMENT DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, AND THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17 IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER AND THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 87 DEGREES 37 MINUTES 10 SECONDS EAST ALONG SAID NORTH LINE, 15.00 FEET; TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES 37 MINUTES 10 SECONDS EAST ALONG SAID NORTH LINE, 15.00 FEET; THENCE SOUTH 01 DEGREES 01 MINUTES 45 SECONDS EAST, 917.99 FEET TO THE NORTH LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD; THENCE SOUTH 73 DEGREES 21 MINUTES 45 SECONDS WEST ALONG SAID NORTH LINE, 15.57 FEET; THENCE NORTH 01 DEGREES 01 MINUTES 45 SECONDS WEST, 921.82 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF KENDALL) SS

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS ON THIS _____ DAY OF _____, A.D. _____

BY: _____
 MAYOR

CITY ENGINEER CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF KENDALL) SS

I, _____, CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, ILLINOIS DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED, DATED AT YORKVILLE ILLINOIS THIS _____ DAY OF _____, A.D. _____

BY: _____
 CITY ENGINEER

OWNERSHIP CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF _____) SS

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AM THE RECORD OWNER OF THE PROPERTY DESCRIBED HEREON, AND HEREBY CONSENT TO THE EASEMENT DEPICTED HEREON AND THE EASEMENT PROVISIONS THAT ARE STATED HEREON.

DATED THIS _____ DAY OF _____, A.D. _____

OWNER SIGNATURE _____

OWNER NAME _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF _____) SS

I, _____, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE FOREGOING INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL IN _____ COUNTY, ILLINOIS THIS _____ DAY OF _____, A.D. _____

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATE

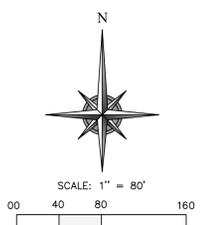
STATE OF ILLINOIS)
 COUNTY OF COOK) SS

THIS IS TO CERTIFY THAT I, FRANJO I. MATIJC, ILLINOIS LAND SURVEYOR NUMBER 35-3556, HAVE SURVEYED AND PLATTED THE ABOVE DESCRIBED PROPERTY AS SHOWN BY THIS PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY FOR THE PURPOSES OF GRATING AN EASEMENT; ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

P.I.N. 02-18-400-005 AND 02-17-300-002 (PART OF)

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. _____ AT HOFFMAN ESTATES, ILLINOIS.

FRANJO I. MATIJC - PLS #035-003556 EXPIRES 11/30/2024
 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015



AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

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BEECHER SOLAR 1, LLC
 BEECHER ROAD, BRISTOL
 KENDALL COUNTY, ILLINOIS

ISSUE
 TO DATE
 CLIENT 11/01/23
 CLIENT 11/29/23
 CLIENT 12/13/23
 CLIENT 12/21/23

CHECK/FIM
 DRAWN:KCH
 JOB: S2300001

DED-1
 SHEET 1 OF 1
 PLAT OF DEDICATION



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 2024-08

Agenda Item Summary Memo

Title: 2024 Road to Better Roads Program

Meeting and Date: City Council – January 23, 2024

Synopsis: MFT Resolution and Cost Estimate Consideration

Council Action Previously Taken:

Date of Action: PW – 1/16/24 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-08

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>



Memorandum

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

Date: January 9, 2024
Subject: 2024 Road to Better Roads Program

In accordance with the planned FY25 budget and Road to Better Roads Program, we are proceeding with design of the 2024 program and submitting the documents to IDOT for review and approval. The overall project is estimated at \$1,415,983.55 with \$1,000,000 coming from MFT funds.

Note that adjustments will be made to the program as necessary after bids are received to match the budgeted funds.

Since MFT funds are being utilized to fund the project, IDOT requires the passing of a Resolution to appropriate the funds. Accordingly, please see the attached Resolution for Maintenance Under the Illinois Highway Code in the amount of \$1,000,000.

Staff is seeking approval of the resolution from the City Council.

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



District	County	Resolution Number	Resolution Type	Section Number
3	Kendall		Original	24-00000-00-GM

BE IT RESOLVED, by the Council of the City of
Governing Body Type Local Public Agency Type
Yorkville Illinois that there is hereby appropriated the sum of _____
Name of Local Public Agency
One Million and 00/100 Dollars (**\$1,000,000.00**)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
05/01/24 to 04/30/25.
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Yorkville
Local Public Agency Type Name of Local Public Agency
shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Jori Behland City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
of Yorkville in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Yorkville at a meeting held on 01/23/24.
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 23rd day of January, 2024.
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation



Local Public Agency General Maintenance

Submittal Type

Estimate of Maintenance Costs

District Estimate of Cost For

Local Public Agency	County	Section Number	Maintenance Period	
			Beginning	Ending
United City of Yorkville	Kendall	24-00000-00-GM	05/01/24	04/30/25

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1. Roadway Maintenance	IV	Yes						\$1,415,983.55
Total Operation Cost								\$1,415,983.55

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)	\$1,000,000.00		\$415,983.55	\$1,415,983.55
Maintenance Total	\$1,000,000.00		\$415,983.55	\$1,415,983.55

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance	\$1,000,000.00		\$415,983.55	\$1,415,983.55

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

Title

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Estimate of Maintenance Costs

Submittal Type

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
United City of Yorkville	Kendall	24-00000-00-GM	05/01/24	04/30/25

IDOT Department Use Only

Received Location Received Date Additional Location?

WMFT Entry By Entry Date



Local Public Agency	County	Section Number
United City of Yorkville	Kendall	24-00000-00-GM

Route(s)/Street-Road Name	Project Length
Various Local Roads (See Location Map)	3.43 Miles

Project Termini
Various Local Roads (See Location Map)

Item Number	Item	Unit of Measure	Quantity	Unit Price	Total Estimated Cost
1.	Partial Depth Patching (Special)	Sq Yd	280	\$35.00	\$9,800.00
2.	Hot-Mix Asphalt Surface Removal - Butt Joint	Sq Yd	140	\$15.00	\$2,100.00
3.	Hot-Mix Asphalt Surface Removal, Variable Depth	Sq Yd	39,430	\$2.90	\$114,347.00
4.	Hot-Mix Asphalt Surface Removal, 1.5"	Sq Yd	19,555	\$2.20	\$43,021.00
5.	Bituminous Materials (Tack Coat)	Pound	31,055	\$0.05	\$1,552.75
6.	Hot-Mix Asphalt Binder Course, IL-9.5, N50	Ton	3,400	\$81.00	\$275,400.00
7.	Hot-Mix Asphalt Surface Course, IL-9.5, Mix "D", N50	Ton	5,090	\$81.00	\$412,290.00
8.	Combination Concrete Curb and Gutter Removal and Replacement	Foot	2,056	\$44.00	\$90,464.00
9.	Sidewalk Removal	Sq Ft	17,254	\$2.25	\$38,821.50
10.	Portland Cement Concrete Sidewalk, 5 Inch	Sq Ft	17,409	\$9.50	\$165,385.50
11.	Detectable Warnings	Sq Ft	732	\$35.00	\$25,620.00
12.	Inlets To Be Adjusted	Each	45	\$450.00	\$20,250.00
13.	Manholes To Be Adjusted	Each	1	\$750.00	\$750.00
14.	Sanitary Manholes To Be Adjusted	Each	2	\$1,000.00	\$2,000.00
15.	Type 1 Frame, Open Lid	Each	8	\$600.00	\$4,800.00
16.	Type 1 Frame, Closed Lid	Each	1	\$600.00	\$600.00
17.	Type 3 Frame and Grate	Each	1	\$600.00	\$600.00
18.	Valve Boxes To Be Adjusted	Each	3	\$250.00	\$750.00
19.	Domestic Water Service Boxes To Be Adjusted	Each	1	\$200.00	\$200.00
20.	Thermoplastic Pavement Markings - Letters & Symbols	Sq Ft	477	\$6.00	\$2,862.00
21.	Thermoplastic Pavement Markings - Line 4"	Foot	2,050	\$1.00	\$2,050.00
22.	Thermoplastic Pavement Markings - Line 6"	Foot	3,244	\$2.00	\$6,488.00
23.	Thermoplastic Pavement Markings - Line 8"	Foot	429	\$4.00	\$1,716.00
24.	Thermoplastic Pavement Markings - Line 12"	Foot	205	\$4.00	\$820.00
25.	Thermoplastic Pavement Markings - Line 24"	Foot	119	\$5.00	\$595.00
26.	Hot-Mix Asphalt Driveway Removal and Replacement	Sq Yd	217	\$55.00	\$11,935.00
27.	Remove and Reinstall Brick Pavers	Sq Ft	12	\$45.00	\$540.00

Local Public Agency

County

Section Number

United City of Yorkville

Kendall

24-00000-00-GM

Item Number	Item	Unit of Measure	Quantity	Unit Price	Total Estimated Cost
28.	Bike Path Removal	Sq Ft	188	\$2.25	\$423.00
29.	Hot-Mix Asphalt Bike Path Removal and Replacement	Sq Yd	114	\$55.00	\$6,270.00
30.	Sodding, Special	Sq Yd	2,016	\$15.00	\$30,240.00
31.	Supplemental Watering	Unit	20	\$100.00	\$2,000.00
32.	Traffic Control and Protection	L Sum	1	\$20,000.00	\$20,000.00
33.	Routing and Sealing Cracks	Foot	36,188	\$0.60	\$21,712.80
34.	Crack Routing	Foot	48,000	\$0.01	\$480.00
35.	Crack Filling	Pound	16,000	\$1.60	\$25,600.00
36.	Class D Patches, 2 Inch	Sq Yd	2,100	\$35.00	\$73,500.00
Total Overall Estimated Cost:					\$1,415,983.55

Prepared By

Date

Christopher Ott

12/27/23

Signature

Date



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 2024-09

Agenda Item Summary Memo

Title: North Central Tank Rehabilitation

Meeting and Date: City Council – January 23, 2024

Synopsis: Consideration of Change Order No. 3 – Final Balancing

Council Action Previously Taken:

Date of Action: PW – 1/16/24 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-09

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
Rob Fredrickson, Finance Director
Jori Behland, City Clerk

Date: January 10, 2024
Subject: North Central Tank Rehabilitation

The purpose of this memo is to present Change Order No. 3 – Final Balancing, for the above-referenced project.

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

Background:

The United City of Yorkville and Jetco, Ltd. entered into an agreement for a contract value of **\$630,750** for the above-referenced project. The current contract completion date is November 30, 2023.

Questions Presented:

Should the City approve Change Order No. 3 - Final Balancing, which would **decrease the contract value by \$39,639.80?**

Discussion:

This change order balances the contract value to final quantities.

Deductions from contract value include:

- Item 7 – Weld Repair, Corrosion Pits – not required due to the absence of corrosion pits requiring repairs.
- Item 8 – Pit Filling, Applied – quantity reduction to actual value due to minimal required repairs.
- Item 9 - Waste Disposal - quantity reduction to actual value.
- Item 10 – Hazardous Waste Disposal – not required.
- Item 15 – Furnish and Install Flanged Exhaust Hatch – not required.
- Item 18 – Roof Pod Removal – not required, completed by T-Mobile.
- Item 20 – Remove and Replace Expansion Joint – not required, previously upgraded.
- Item 22 – Items Ordered by Engineer – not required.

Total deductions from the contract amount to \$50,639.80. Please see the attached summary spreadsheet for detailed information.

Additionally, the design for the logo was updated, increasing the cost by \$11,000. The cost increase is due to the additional cost of paint and labor involved for the more detailed design.

CHANGE ORDER NO. 3 - FINAL BALANCING
UNITED CITY OF YORKVILLE - NORTH CENTRAL ELEVATED TANK REHABILITATION

TOTAL BALANCING DEDUCTS

Item No.	Description	Contract Quantity	Unit	Unit Price	Contract Value	Actual Completed Quantity	Total Completed and Stored To Date	Change to Contract Price
7	Weld Repair - Corrosion Pits	100	SQ IN	\$ 100.00	\$ 10,000.00		\$0.00	\$ 10,000.00
8	Pit Filling, Applied	5	GAL	\$ 2,000.00	\$ 10,000.00	1.00	\$2000.00	\$ 8,000.00
9	Waste Disposal	125	TON	\$ 10.00	\$ 1,250.00	55.92	\$559.20	\$ 690.80
10	Hazardous Waste Disposal	50	TON	\$ 10.00	\$ 500.00		\$0.00	\$ 500.00
15	Furnish and Install Flanged Exhaust Hatch	1	LS	\$ 100.00	\$ 100.00		\$0.00	\$ 100.00
18	Roof Pod Removal	1	LS	\$ 10,604.00	\$ 10,604.00		\$0.00	\$ 10,604.00
20	Remove and Replace Expansion Joint	1	LS	\$ 10,400.00	\$ 10,400.00		\$0.00	\$ 10,400.00
22	Items Ordered by the Engineer	1	LS	\$ 10,000.00	\$ 10,000.00		\$0.00	\$ 10,000.00
	Well Starter backup controls wiring repair			\$ 345.00				\$ 345.00
SUB-TOTAL DEDUCTS					\$ 52,854.00		\$ 2,559.20	\$ 50,639.80

TOTAL ADDED

C.O. #3	New Logo and Bands Design	1	LS	\$ 11,000.00	\$ 11,000.00	1	\$11000.00	\$ 11,000.00
SUB-TOTAL CREDITS					\$ 11,000.00		\$11000.00	\$ 11,000.00

FINAL BALANCING CHANGE ORDER AMOUNT

GRAND TOTAL								(\$ 39,639.80)
--------------------	--	--	--	--	--	--	--	-----------------------

Approval of the change will allow for the final closeout of this project.

We are recommending approval of the change order.

Action Required:

Consideration of approval of Change Order No. 3 – Final Balancing.

CHANGE ORDER

Order No. 3 – Final Balancing

Date: January 9, 2024

Agreement Date: February 24, 2022

NAME OF PROJECT: North Central Tank Rehabilitation

OWNER: United City of Yorkville

CONTRACTOR: Jetco, Ltd.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$630,750.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$654,570.00

The CONTRACT PRICE due to this CHANGE ORDER will be decreased by: \$39,639.80

The new CONTRACT PRICE including this CHANGE ORDER will be: \$614,930.20

Change to CONTRACT TIME:

The date for completion of all work will be _____

Justification

All items are based on final field quantities.

Additions: The design for the logo was updated, increasing the cost by \$11,000. The cost increase is the result of the additional cost of paint and labor involved for the more detailed design.

Deductions: Balancing Authorization to bring the contract value to final quantities.

- Item 7 – Weld Repair, Corrosion Pits – not required due to the absence of corrosion pits requiring repairs.
- Item 8 – Pit Filling, Applied – quantity reduction to actual value due to minimal required repairs.
- Item 9 - Waste Disposal - quantity reduction to actual value.
- Item 10 – Hazardous Waste Disposal – not required.
- Item 15 – Furnish and Install Flanged Exhaust Hatch – not required.
- Item 18 – Roof Pod Removal – not required, completed by T-Mobile.
- Item 20 – Remove and Replace Expansion Joint – not required, previously upgraded.
- Item 22 – Items Ordered by Engineer – not required.
- Well starter backup controls wiring repair

Total deductions from the contract amount to \$50,639.80.

Approvals Required

Requested by: _____ United City of Yorkville

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ Jetco. Ltd.



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 #1

Tracking Number

CC 2024-04

Agenda Item Summary Memo

Title: Sale of Kendall Marketplace 8 Acres

Meeting and Date: City Council – January 23, 2024

Synopsis: _____

Council Action Previously Taken:

Date of Action: CC – 1/9/24 Action Taken: A discussion took place at the 1/9/24 City Council meeting.

Item Number: CC 2024-04

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

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: January 18, 2024
Subject: Kendall Marketplace 8 acres – purchase agreement update

Summary

Review of updates to the purchase agreement for the 8 acres at Kendall Marketplace.

Background

This item was last discussed by the City Council at the January 9th meeting. At that meeting, the City Council gave the staff feedback on the Kendall Marketplace 8-acre purchase agreement. Since that meeting, we have the following updates:

- 1) The purchaser has agreed to reduce the fee lock from 6 years to 5 years.
- 2) The purchaser has agreed to make B-3 permitted use restrictions part of the zoning approval. Preliminarily, staff has proposed a list of prohibited businesses to the purchaser, with some early feedback from the purchaser that he doesn't have any immediate objections to the following:
 - a. Pawnshops
 - b. Funeral home, mortuary, crematorium
 - c. Tattoo and body piercing establishment
 - d. Automobile repair
 - e. Heavy machinery and equipment rental
 - f. Recreational vehicle sales and service
 - g. Fire station
 - h. Police station (per the 2007 settlement agreement)
- 3) The purchaser has been given feedback on Alderman Funkhouser's request that the Northland-facing lots be deeper than currently drawn. No commitment has been made at this time.
- 4) The purchaser has received feedback from the City on the baseball field and park-related parking issues. While he is open to allowing public use of the commercial parking lot to the extent that the parking lot is not being used by the businesses, he is hesitant to guarantee public parking use in perpetuity and without some reasonable limitation. We have drafted language in Section 6 that states "a covenant permitting use of the area of the Subject Property designated for parking for activities in the adjoining park area so long as such use does not interfere with the hours of operation of any business located at the Subject Property."

- 5) Attorney Orr opined that return of earnest money under certain circumstances is a common clause in commercial real estate contracts.
- 6) The age-restricted deed clause is implemented pursuant to federal housing law limitations as follows:
 - a. The purchase agreement contains age-restricted requirements in Paragraph 8D: “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.”
 - b. Under federal housing laws, those subdivision covenants will contain language similar to the following language seen in the Heartland Meadows development: “AGE RESTRICTION: HEARTLAND MEADOWS AN ACTIVE ADULT COMMUNITY ASSOCIATION NFP is intended to provide housing primarily for persons 55 years of age or older, subject to the rights reserved to Declarant in Section 12.1 and Federal Law set out in Article 1, Section 1/.24(d) of these Covenants. The Properties shall be operated as an ACTIVE ADULT “Age Exclusive Community” in compliance with all applicable state and federal laws. No person under 19 years of age, that is not a spouse or significant other of the primary qualified age occupant of the Dwelling Unit, shall stay overnight in any Dwelling Unit for more than ninety (90) days cumulative in any calendar year. Subject to Section 12.1, each Dwelling Unit, if occupied, shall be occupied by at least one (1) individual 55 years of age or older; provided, however, that once a Dwelling Unit is occupied by an Age-Qualified Occupant, other Qualified Residents of that Dwelling Unit may continue to occupy the Dwelling Unit, regardless of the termination of the Age-Qualified Occupant’s occupancy.”
 - c. Enforcement of the age-restricted rules could be done by any other property owner in the subdivision, or interested party.

Recommendation

This is an informational memo. The original staff recommendation for approval of the purchase agreement remains. The agreement has been updated since the January 9th meeting to take into account the 5 year fee lock and the mutual agreement to review permitted uses on the property as part of the zoning approval.

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. Permitted Exceptions shall include a limitation on the permitted commercial uses of any portion of the Subject Property as mutually agreed by the Seller and Purchaser and a covenant permitting use of the area of the Subject Property designated for parking for activities in the adjoining park area so long as such use does not interfere with the hours of operation of any business located at the Subject Property. 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 five (5) ~~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 including items set forth in Paragraph 6, 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 _____ / _____

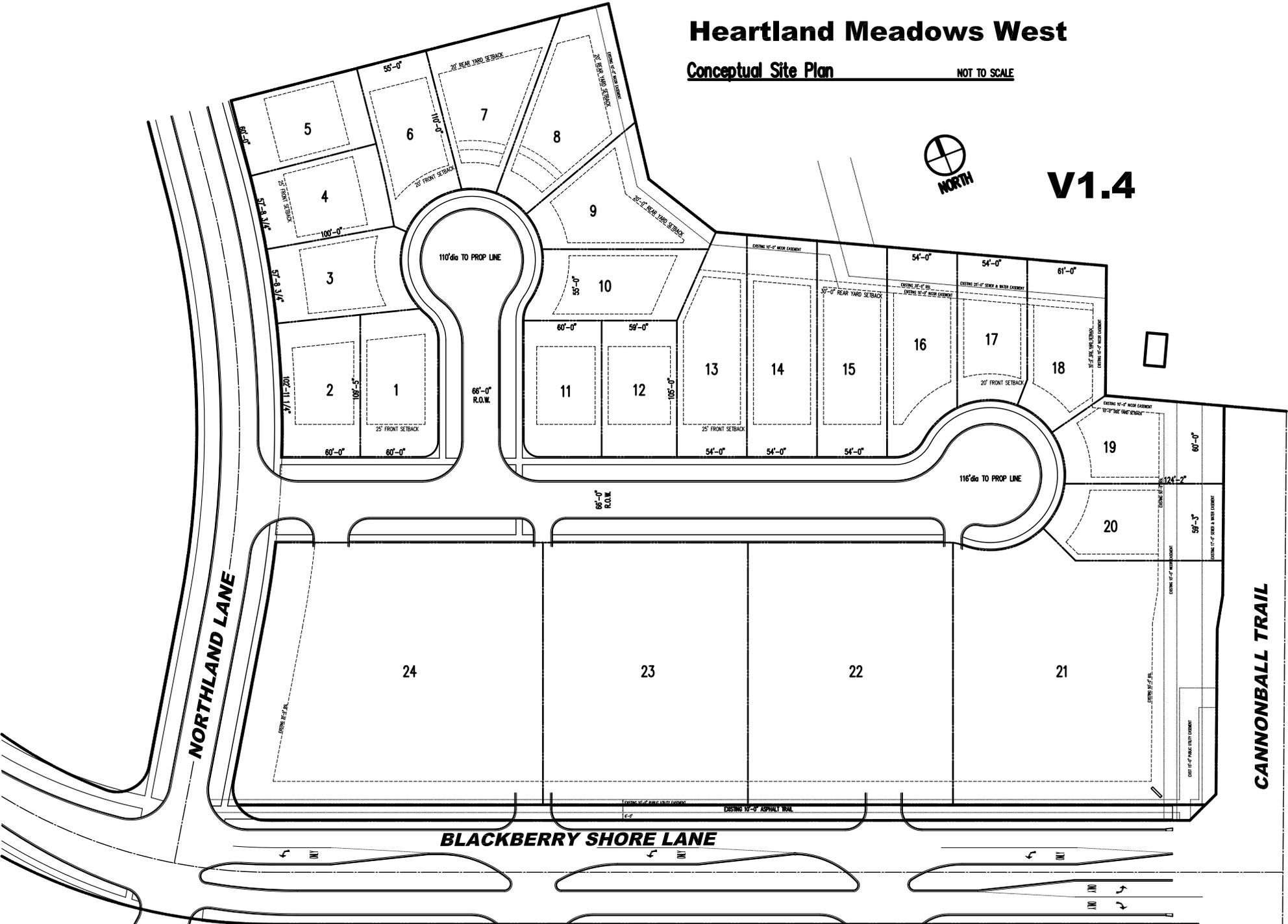
Heartland Meadows West

Conceptual Site Plan

NOT TO SCALE



V1.4



Resolution No. 2024-_____

**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. Permitted Exceptions shall include a limitation on the permitted commercial uses of any portion of the Subject Property as mutually agreed by the Seller and Purchaser and a covenant permitting use of the area of the Subject Property designated for parking for activities in the adjoining park area so long as such use does not interfere with the hours of operation of any business located at the Subject Property. 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 five (5) 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 including items set forth in Paragraph 6, 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 _____ / _____

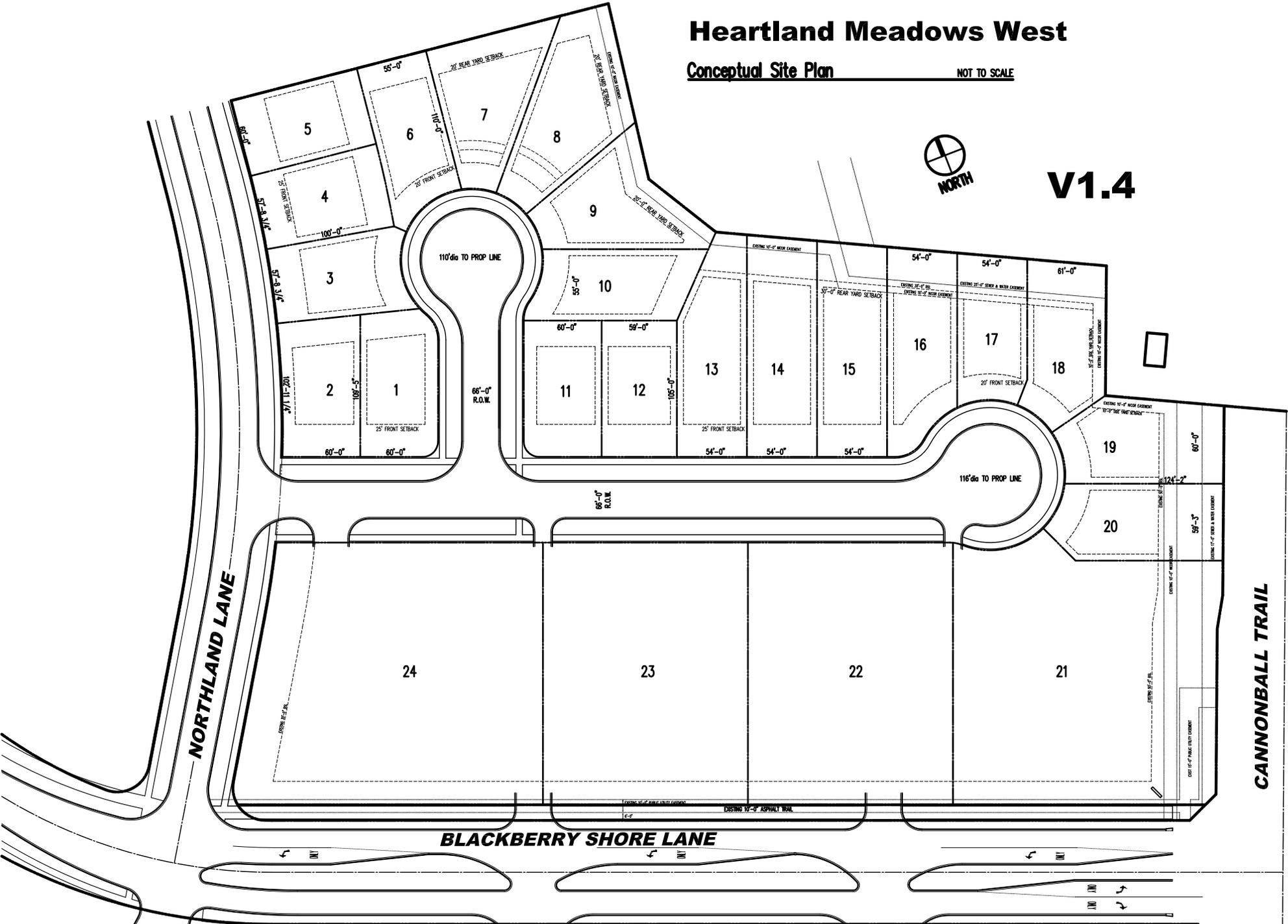
Heartland Meadows West

Conceptual Site Plan

NOT TO SCALE



V1.4





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

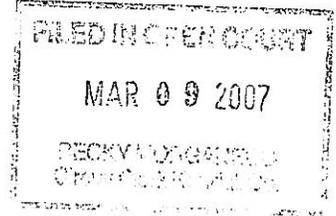
KYLE A. PRICE and MARTHA R. PRICE, co-trustees of)
the KYLE A. PRICE, Living Trust dated September 19,1998,)
BRENT and JEAN WADSWORTH, STEVE P. BAZAN and)
MARION BAZAN, DAVID J. KISSER and JUNE M. KISSER,)
LOWELL P. IVERSON, GREGORY OLSON and BERNADINE)
OLSON, JOSEPH G. GILBERT and RITA L. GILBERT,)
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.

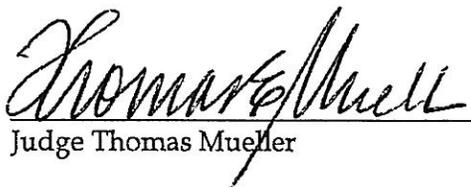
9. The attorneys for the Plaintiffs have represented to the Court that they are authorized by all of the named Plaintiffs to enter into this Settlement Agreement; said attorneys have explained the terms and conditions of this Settlement Agreement to all of the named Plaintiffs; and that said named Plaintiffs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

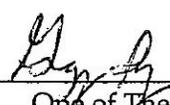
UNITED CITY OF YORKVILLE

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

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. Kissner
David J. Kissner

June M. Kissner
June M. Kissner

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

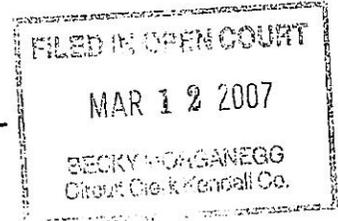
Bernadine Olson

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

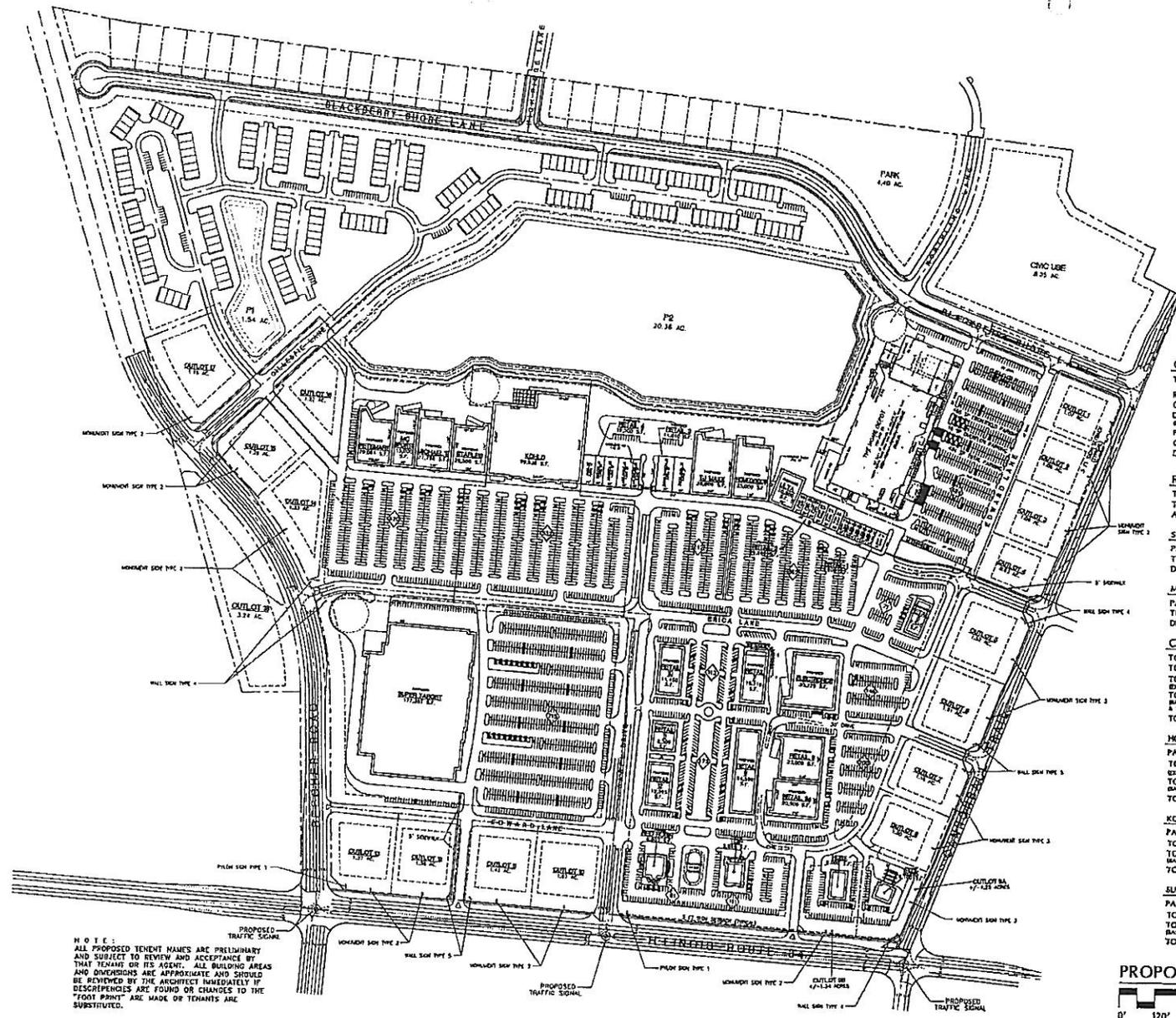
Joseph G. Gilbert

Rita L. Gilbert

Judith M. Vant

Harold A. Schessler

EXHIBIT A



GENERAL PROJECT DATA :
 TOTAL SITE AREA +/- 794.47 ACRES
 RESIDENTIAL SITE AREA +/- 33.35 ACRES
 COMMERCIAL SITE AREA +/- 108.24 ACRES
 DETENTION AREA +/- 21.54 ACRES
 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 212 UNITS
 AVERAGE DENSITY 6.36/AC.

SINGLE FAMILY PARCEL :
 PARCEL AREA +/- 0.89 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 100 S.F. OF FLOOR AREA FOR RETAIL & 1.5 CARS PER 100 S.F. OF FLOOR AREA FOR RESTAURANTS
 TOTAL PARKING PROVIDED 3,450 CARS

HOME DEPOT PARCEL:
 PARCEL AREA +/- 10.47 ACRES
 TOTAL G.L.A. 632,867 S.F.
 EXCLUDING OUTDOOR GARDEN ENTRIES
 TOTAL PARKING REQ'D 516 CARS
 BASED ON 3 CARS PER 100 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 100 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 100 S.F. OF FLOOR AREA FOR RETAIL
 TOTAL PARKING PROVIDED 715 CARS

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.

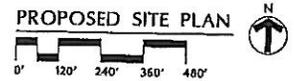
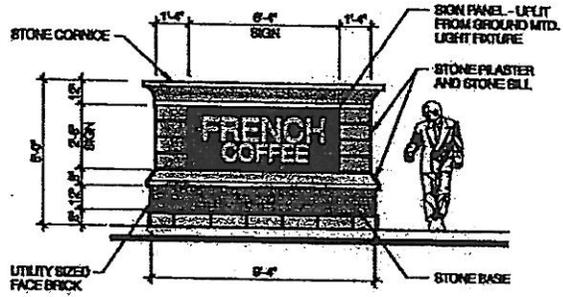


EXHIBIT B



MONUMENT SIGN - TYPE (3)
(OUTLOT SIGN)

EXHIBIT C



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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2024-05

Agenda Item Summary Memo

Title: City Debt Policy

Meeting and Date: City Council – January 23, 2024

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson Finance
Name Department

Agenda Item Notes:



Memorandum

To: Administration Committee
From: Rob Fredrickson, Finance Director
Date: January 11, 2024
Subject: City Debt Policy

Summary

Approval of a City Debt Policy.

Background

The attached debt policy provides guidelines for the various aspects of debt issuance by the City and covers an array of topics pertaining to the goals and parameters when considering debt financing; limits as to how much debt Yorkville could issue; the process by which debt may be issued; and the continuing administration of the City's debt program. Since the City will be actively involved in debt financing over the next few years, the addition of a debt policy is considered a "best practice" and should be viewed favorably by rating agencies. A brief summary of some of the more salient policy guidelines are noted below:

- Debt financing will not be issued to finance operating expenses or fund operating deficits.
- The term of the debt will generally be structured to match the expected useful life of the asset(s) being financed. In addition, call provisions of ten years or less shall also be considered, in order to allow for the potential refunding of the debt, dependent on future interest rates.
- In general, debt repayment would be structured so that level or declining debt service shall be used unless operational or financial reasons dictate otherwise. Moreover, the City will try to limit debt issuance to less than \$10 million per year, in order to maintain bank qualification status, when possible. Bank qualified debt provides certain tax incentives to banks and other financial institutions who purchase municipal debt and should result in reduced interest costs for the City.
- The City will self-impose limits on the amount of debt it may issue for General Obligation (GO) and GO Alternate Revenue Source Bonds. GO bonds, which are solely funded by property taxes, would be limited to 75% of the legal debt limit (which currently equates to ~\$44.1 million). GO Alternate Revenue Source Bonds, which are the most commonly issued debt by the City, shall not be issued unless pledge revenues exceed annual debt service amounts by 125% (i.e., 1.25 times coverage).

Recommendation

Staff recommends approval of the attached resolution.

Resolution No. 2024-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, APPROVING AND ADOPTING A DEBT POLICY

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

WHEREAS, the Illinois Municipal Code grants the Mayor and City Council of the City (the “Corporate Authorities”) the authority to borrow money on the credit of the City for corporate purposes (65 ILCS 5/8-1-3); and

WHEREAS, the Corporate Authorities intend to obtain debt financing only when necessary and desire to set forth guidelines regarding any decision to incur debt on behalf of the City; and

WHEREAS, the Corporate Authorities of the City therefore desire to adopt a Debt Policy that sets forth goals and parameters, legal constraints, and considerations for the issuance of debt.

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

Section 1. The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

Section 2. That the United City of Yorkville Debt Policy, attached hereto as Exhibit A and made a part hereof by reference, is hereby approved and adopted.

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

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

UNITED CITY OF YORKVILLE

DEBT POLICY

Purpose

Reasonable levels of debt provide a mechanism to reduce costs for the City by allowing critical projects to be completed on a timely basis rather than using current funds. Debt is issued to achieve desired goals in acquiring, developing, and improving Yorkville's facilities and infrastructure; and in purchasing necessary capital items for conducting operations. The City will obtain debt financing only when necessary; and shall set forth processes to identify the timing and amount of debt needed to be as efficient as possible.

Goals and Parameters

In following this Policy, the City shall pursue and adhere to the following goals and parameters when considering the issuance of debt:

1. Debt will not be issued to finance general operating expenses or fund operating deficits.
2. Alternatives to debt financing will be considered such as other available revenue sources, interfund loans, application of grant proceeds, State/Federal aid or other funding options to meet the long-term capital needs of the City.
3. Current credit rating metrics used by the City's rating agency(s) will be evaluated to determine if the rating may be impacted by the issuance of debt, loans, or other financial decisions or actions by the City.
4. Capital projects with an estimated cost of \$500,000 or less will ideally be funded with funds on hand or pay-as-you-go financing, and not funded with new debt or loans. Depending on the circumstances, consideration will be given to combine multiple capital projects that are under \$500,000 into one debt issuance.
5. Debt issuances shall be structured to amortize within the expected useful life of the asset(s) being financed. Principal will be amortized to best fit within the overall debt structure of the City's general obligation debt, the repayment source and/or related tax levy at the time the new debt is issued. For issuance of revenue bonds, or general obligation bonds paid by revenues other than property tax, principal will be amortized to best fit with the overall debt structure of the specific enterprise fund or related revenue source.
6. Whenever practicable, debt repayment should be structured so that level or declining debt service shall be used unless operational or financial reasons dictate otherwise, or if to achieve overall level debt service with existing bonds.
7. The potential financial benefits of issuing bank qualified bonds will be considered and, if possible, strive to limit annual issuance of debt to \$10 million or less within a calendar year when such estimated benefits are greater than the benefits of exceeding the bank qualification limit. Should subsequent changes in the law change this limit, the City policy will be adjusted accordingly.
8. Call provisions of approximately ten (10) years or less will be considered to provide the City flexibility to refinance debt in the future. Consideration of the call feature will be determined at the time of sale based on overall market conditions and investor acceptance.
9. Fixed rate debt, as opposed to variable rate debt, will be issued to minimize exposure to certain risks. If unusual circumstances warrant the issuance of variable rate debt, explanation must be provided and

approved by the City Council. The par amount of outstanding variable rate debt shall not exceed 10% of the City's total outstanding debt. The City will not use derivative products in its debt structure.

Legal Constraints and Other Debt Limitations

The City Council may utilize the guidelines established by this Policy, or may choose, in its discretion, to consider other relevant factors in incurring debt. The validity of any debt incurred in accordance with applicable law shall not be invalidated, impaired, or otherwise affected by non-compliance with any part of the procedures set forth pursuant to this Policy.

The laws of the State of Illinois authorize the issuance of debt by the City. The Illinois Municipal Code confers upon municipalities the power and authority to contract debt, borrow money, and issue bonds. The City may, by bond ordinance, incur indebtedness or borrow money, and authorize the issue of negotiable obligations, including refunding bonds, for any capital improvement of property, land acquisition or any other lawful purpose.

Under Illinois Compiled Statutes, municipalities with a population of less than 500,000, unless they are a home rule unit, are limited to the amount of general obligation bonded debt they can incur at any one time to no more than 8.625% of the total equalized assessed value of real estate property (i.e., legal debt margin). Yorkville is a non-home rule community and is subject to this limitation.

In order to not overly burden the City, the following debt issuance limitations will be followed:

1. General Obligation (GO) Bonds/Certificates/Loans – The City shall not issue general obligation debt in excess of 75% of its legal debt limit referenced above.
2. General Obligation Alternate Revenue Source Bonds: The City shall not issue general obligation alternate revenue source bonds for which coverage of pledged revenues to debt service, including parity debt, is less than 1.25 times. Coverage shall be based on pledged revenues as provided in the most recent audited financial statements of the City. The audited financial statements must be for the most recent fiscal year ending not earlier than 18 months prior to the issuance of bonds. Coverage may also be demonstrated by a report prepared by an independent accountant or feasibility analyst. If coverage is based on higher rates, charges, fees or taxes, such higher rates, charges fees or taxes must be imposed by ordinance prior to the issuance of the bonds.

Considerations for Issuance of Debt

Use of Professional Service Providers

The City will consider seeking the assistance and expertise of a qualified Financial Advisor prior to undertaking a debt issuance process separate from the Underwriter of the Bonds. The City will also ensure that a qualified Bond Counsel is also retained by the City.

Types of Debt Issued

1. Short-Term Debt (three-years or less) - The City may issue short-term debt to finance the purchase of equipment or other items having a useful life exceeding one year; or to provide increased flexibility in financing programs. The City will not issue debt for deficit financing.
2. Long-Term Debt (more than three-years) - The City may issue long-term debt which may include, but is not limited to, general obligation bonds, general obligation alternate revenue source bonds certificates of participation, installment notes, revenue bonds and special assessment bonds.

Abatement of Property Tax Debt Service for General Obligation Bonds

If the City plans to repay debt service using a specific revenue source when issuing General Obligation bonds, the City will use conservative revenue projection assumptions to ensure the identified funding source is sufficient to pay debt service on the bonds. When issuing general obligation bonds in lieu of revenue bonds with the intent to abate the debt service property tax levies, the City Council will adopt ordinances abating the debt service levies and pay debt service costs with the identified revenues.

Methods of Sale

When issuing debt, the City will consider multiple methods of sale, including competitive, negotiated or private placement. If the City retains the services of a Financial Advisor, the Advisor will not bid on or underwrite any City debt issuances on which it is advising.

Credit Enhancements

The City may enter into agreements with commercial banks or other financial entities for the purpose of acquiring letters of credit, municipal bond insurance, or other credit enhancements that will provide the City with access to credit under terms and conditions as specified in such agreements when their use is judged cost effective or otherwise advantageous.

Conduit Debt

Conduit debt is debt issued in the name of the City but payable by third parties only, and for which the City does not provide credit or security. The City will consider issuing conduit debt when such actions meet the financial objectives of plans and/or policies adopted by City Council, but only to the extent permitted by law.

Debt Administration

Financial Disclosures

The City shall prepare all appropriate annual and other financial disclosures as required by the City's continuing disclosure undertakings as well as any specific event notices required by the Securities and Exchange Commission (SEC) to the Municipal Securities Rulemaking Board (MSRB), and any other filings required by the federal government, the State of Illinois, rating agencies, underwriters, investors, taxpayers, and other appropriate entities and persons to the ensure compliance with applicable laws and regulations.

Review of Financing Proposals

All financing proposals that may involve a pledge of the City's credit through the sale of securities, execution of loans or lease agreements and/or otherwise directly involve the lending or pledging of the City's credit shall be referred to the Director of Finance who shall determine the financial feasibility, financial impact, and the impact on existing debt of such proposal, and shall make recommendations accordingly to the City Administrator and City Council for approval.

Rating Agency Relations

The City shall endeavor to maintain effective relations with rating agencies. The City Administrator, Director of Finance and other appropriate parties should meet with, make presentations to, or otherwise communicate with the rating agencies on a consistent and regular basis in order to keep the agencies informed concerning the City's capital plans, debt issuance program, and other appropriate financial information on the economic and fiscal status of the City.

Refunding Policy on Existing Issuances

The City shall consider refunding outstanding general obligation debt when legally permissible and financially advantageous. A net present value debt service savings of at least three percent (3%) of the refunded par amount or greater must be achieved, unless otherwise justified and authorized by City Council.

Investment of Borrowed Proceeds

The City shall invest proceeds of debt in accordance with the City' adopted investment policy. The City acknowledges its ongoing fiduciary responsibilities to actively manage the proceeds of debt issued for public purposes in a manner that is consistent with Illinois statutes that govern the investment of public funds, and consistent with the permitted securities covenants of related bond documents executed by the City. The management of public funds should enable the City to respond to changes in markets or changes in payment or construction schedules so as to (i) minimize risk, (ii) ensure liquidity, and (iii) optimize returns.

Definitions

For purposes of this policy, the following definitions apply:

- A. Bond: A debt obligation issued by a governmental entity, in which the proceeds are used for capital purposes or other projects that benefit the public. A bond is a loan to a local government entity, which in turn promises to pay the buyer a specified amount of interest (usually paid semiannually) and return the principal on a specific maturity date.
- B. Bank Qualification: The limit to which banks can purchase local government bonds and receive special IRS tax treatment for doing so. Currently this amount is set at \$10 million or less in bonds issued in total for one calendar year by a unit of local government.
- C. Bond Counsel: Attorneys who specializes in tax law; retained by the City to render a legal opinion on if the City is authorized to issue the proposed bonds, has met all legal requirements necessary for issuance, and whether interest on the bonds is, or is not, exempt from federal and state income taxation.
- D. Capitalization: A debt payment schedule where the first interest payments are made from the bond proceeds due to cash flow concerns. This increases the cost of borrowing.
- E. Debt Service: The payment of principal and interest consisting of two semi-annual interest payments and one annual principal payment.
- F. Financial Advisor: Professional service provider who consults and advises the issuer on type of bond, type of sale, length of debt service, and assists in having the issue rated by a bond rating agency.
- G. Level Debt Service - An arrangement of maturities of about equal value in which the amount of principal maturing increases at approximately the same rate as the amount that interest declines.
- H. Long term debt: Bonds or capital leases that have an amortization schedule of three (3) years or more.
- I. Rating Agency - An independent company which evaluates the issuer's credit quality, which generally measure the probability of the timely repayment of principal and interest.
- J. Short term debt: Bonds or debt that have an amortization schedule of three (3) years or less.



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

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2024-06

Agenda Item Summary Memo

Title: Proposed 2024 Raintree SSA Refunding – Underwriter Engagement Letter

Meeting and Date: City Council – January 23, 2024

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson Finance
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Rob Fredrickson, Finance Director
Date: January 17, 2024
Subject: Proposed 2024 Raintree SSA Refunding – Underwriter Engagement Letter

Summary

Approval of underwriter engagement letter from D.A. Davidson Companies, related to the potential refunding of the Raintree I and Raintree II Special Service Area (SSA) bonds.

Background

D.A. Davidson Companies, (www.dadavidson.com) is a nationally recognized, employee-owned firm that provides a wide array of financial services pertaining to wealth management, trust services, investment management, investment banking and other services related to equity and fixed income markets.

D.A. Davidson's point person for this potential refunding would be Peter Raphael, who is the Managing Director of the firm's Public Finance division in their Chicago office. Mr. Raphael has underwritten several SSA bond refunding issuances for the City over the last 10+ years, including the 2019 refunding of the Windett Ridge SSA bonds (which resulted in interest savings of approximately \$1.2 million thru 2033); and the refunding of the Autumn Creek and Bristol Ridge SSA bonds in 2016 (which yielded a combined ~\$5.9M in interest savings thru 2036).

In their current proposal (Exhibit B), D.A. Davidson recommends the refunding of the Raintree II SSA bonds, which shows an estimated net present value savings of \$263,184 based on prevailing market conditions. This would yield projected average annual savings between \$139 and \$201 for each unit (townhome, duplex and single family) within the SSA through 2035.

In addition to Raintree II, D.A. Davidson also suggests that the occasion may occur for the Raintree I SSA bonds to be refunded as well, as interest rates are generally predicted to decline over the first quarter of 2024. Should this come to fruition between now and then end of March, the net present value savings for the Raintree I SSA bonds may turn positive, allowing the City to capitalize on a refunding opportunity which could yield consequential savings to residents within the SSA.

As noted in Exhibit A, this engagement with D.A. Davidson is preliminary in nature and can be terminated by either party at any time. D.A. Davidson's proposed fee for underwriting services is 1.25% of the par amount issued, which equates to an estimated range between \$61,000 (Raintree II only) and \$111,000 (includes Raintree I and II). However, D.A. Davidson's fee is contingent on the sale of the bonds, so if Council decide not to move forward with the issuance, no fees would be charged. All fees paid to D.A. Davidson would be funded by refunded bond proceeds, and would have no impact on any budgeted funds of the City.

Recommendation

Staff recommends approval of the engagement letter with D.A. Davidson for underwriting services. In addition to the engagement letter, a preliminary term sheet (Exhibit C) has also been included, which summarizes the various terms associated with the potential refunding of the Raintree I and II SSA bonds (equalized assessed values (EAV) will be forthcoming from Kendall County, once these figures have been finalized for the 2023 levy year).



D | A | DAVIDSON
FIXED INCOME CAPITAL MARKETS

227 W. Monroe Street, Suite 5250
Chicago, IL 60606
312-525-2776

www.dadavidson.com/ficm
D.A. Davidson & Co. member SIPC

January 4, 2024

Bart Olson
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Re: Underwriter Engagement Agreement

On behalf of D.A. Davidson & Co. (“us” or “Davidson” or “we”), we are writing concerning the potential refunding of Special Service Areas #2003-100 (Raintree Village) and 2004-107 (Raintree Village II) (the “Securities”). This letter confirms that The United City of Yorkville (“Issuer” or “you”) engages us as underwriter for the proposed offering and issuance of the Securities, subject to the conditions and limitations described below.

This engagement is preliminary in nature, non-binding and may be terminated at any time by you or us. Although you intend or reasonably expect to use Davidson as an underwriter respecting the Securities, this engagement is subject to any applicable procurement laws and the formal approval of Davidson as underwriter by your board or governing body, and is also subject to mutual agreement as to the final structure for the Securities and the terms of a bond purchase agreement. This engagement does not prevent you from delaying or cancelling the issuance of the Securities.

The United City of Yorkville has engaged Davidson to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Securities. As an underwriter, Davidson may provide advice concerning the structure, timing, terms, and other similar matters concerning the Securities. Attached to this letter are regulatory disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board to be made by us at this time because of this engagement. We may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction or describing conflicts of interest. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the Securities. If our understanding is incorrect, please notify the undersigned immediately. We wish to receive your written acknowledgement that you have received the disclosures attached as Exhibit A and that this engagement is approved. Accordingly, please send me an email to that affect, or sign and return the enclosed copy of this letter to me at the address set forth below. If you have any questions or concerns about anything in this letter, please make those questions or concerns known immediately to us at the contact information below. In addition, you should

consult with your own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in Davidson.

Very truly yours,

D.A.DAVIDSON & CO.

By: Peter J. Raphael

Title: Managing Director, Public Finance Banker

Accepted this ___ day of _____, 2024

THE UNITED CITY OF YORKVILLE

By: _____

Title: _____

EXHIBIT A

Set forth below are certain regulatory disclosures that we are required to send to you under rules of the Municipal Securities Rulemaking Board (MSRB) and the Securities Exchange Commission.

1. Dealer-Specific Conflicts of Interest Disclosures

Davidson has not identified any actual or potential material conflicts¹ that require disclosure.

2. Transaction-Specific Disclosures

Since Davidson has not recommended a “complex municipal securities financing” to the Issuer, additional disclosures regarding the financing structure for the Securities are not required under MSRB Rule G-17. The disclosures provided herein may be supplemented to provide disclosure of material financial characteristics and material financial risks of the Securities, if later warranted.

3. Standard Disclosures

A. Disclosures Concerning the Underwriters’ Role:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal Issuers and Investors.
- (ii) An underwriter’s primary role is to purchase the Securities with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- (iv) The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.
- (v) The underwriter has a duty to purchase the Securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Securities to investors at prices that are fair and reasonable.
- (vi) The underwriter will review the official statement for the Securities in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.²

B. Disclosures Concerning the Underwriters’ Compensation:

¹ Reference to *potential* material conflicts throughout this letter, refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17

² Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter’s obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

- (i) The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Securities. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Securities. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

4. Questions and Acknowledgment.

Davidson is registered as a broker-dealer with the U.S. Securities and Exchange Commission (“SEC”) and the MSRB, and is subject to the regulations and rules on municipal securities activities established by the SEC and MSRB. The website address for the MSRB is www.msrb.org. The MSRB website includes educational material about the municipal securities market, as well as an investor brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.



TO: Bart Olson & Rob Fredrickson

FROM: Peter Raphael & Brent Sprunger

DATE: January 12, 2024

RE: Raintree SSA Refunding Opportunities

With the development of Raintree Village II substantially complete, we believe the market is right for pursuing a refinancing of the Special Service Area 2004-107 Bonds in order to reduce the tax burden on property owners within the Special Service Area.

As we review Raintree Village II, we will also closely monitor Raintree Village I, as the refunding economics may soon also present savings for the Special Service Area 2003-100 Bonds. Much of this will depend on future market conditions. We will continue to monitor interest rates and would go to the market once refinancing projections are sufficient to generate meaningful savings for the property owners.

We plan to seek out municipal bond insurance as we did with the Windett Ridge Project in 2019. The utilization of bond insurance would further drive down interest rates on the Bonds. And if all goes smoothly, we would be able to enter the market in March 2024 and close shortly thereafter.

	<u>Raintree II</u>	<u>Raintree I</u>
Par Amount	\$4,890,000	\$4,020,000
Net Present Value Savings	\$263,184	(\$67,415)
 Average Annual Savings Per Unit:		
Single Family	\$201	\$134
Duplex	\$164	\$110
Townhome	\$139	N/A

Refunding Footnotes:

1. Preliminary and subject to change.
2. This refunding analysis emulates the pledges and financing structure of the currently outstanding 2005 Yorkville Special Tax Bonds (Raintree Village II) and 2013 Yorkville Special Tax Refunding Bonds (Raintree Village I).
3. This refunding analysis assumes eligibility for municipal bond insurance (S&P 'AA') and utilizes a reserve fund surety.
4. Interest rate assumptions are based on current market conditions and similar credits.
5. Yorkville's actual results may differ, and D.A. Davidson makes no commitment to underwrite at these levels.
6. Costs of issuance and underwriter's discount are estimates for discussion purposes only.
7. This refunding analysis was performed with no changes to the term or the structure of the currently outstanding 2005 Yorkville Special Tax Bonds (Raintree Village II) and 2013 Yorkville Special Tax Refunding Bonds (Raintree Village I).
8. The escrow has been funded with SLGS, but in no way does D.A. Davidson recommend this or any other investment strategy.
9. D.A. Davidson does not guarantee that the City can achieve an S&P 'AA' rating.
10. This refunding analysis reflects all full and partial redemptions disclosed on EMMA.

**United City of Yorkville, Illinois
Special Service Area Number 2004-107
Special Tax Refunding Bonds, Series 2024
(Raintree Village I and II Projects)**

Summary of Principal Terms

ISSUER: United City of Yorkville, Illinois (the “City”)

BOND TYPE: Special Tax Refunding Bonds

PRINCIPAL*: SSA No. 2003-100 (Raintree Village I Project): \$4,020,000
SSA No. 2004-107 (Raintree Village II Project): \$4,890,000

GENERAL: The City previously issued special tax bonds for public infrastructure improvements related to Special Service Areas (“SSA”) No. 2003-100 (the “Raintree Village I Project”) and No. 2004-107 (the “Raintree Village II Project”) (collectively the “Raintree Village Projects” or “prior bonds”). The Raintree Village Projects are both part of a larger development for the Raintree Village subdivision.

PUBLIC IMPROVEMENTS: Some of the proceeds of the prior bonds were deposited into an improvement fund to finance the costs of design, construction, installation and performing of certain special services to be constructed on behalf of the City by the Developer and dedicated or conveyed to the City, or such other governmental entity as directed by the City, which consisted of engineering, soil testing and appurtenant work, mass grading and demolition, storm water management facilities, storm drainage systems and storm sewers, site clearing and tree removal, public water facilities, sewer lines, erosion control measures, roads, streets, curbs, gutters, street lighting, traffic controls, sidewalks, equestrian paths and related street improvements, and equipment and materials necessary for the maintenance thereof, landscaping, wetland mitigation, utility relocation and tree installation, costs for land, and easement acquisitions relating to any of the foregoing improvements to serve the Raintree Village Projects.

THE AREAS: The Raintree Village I Project consists of approximately 165 acres which is generally located south of State Route 71 between State Route 47 to the west and State Route 126 to the east in the United City of Yorkville, Illinois.

All parcels within SSA No. 2003-100 are completed. In the 2023 tax year, the developed lots EAV totaled \$_____ with an average EAV of \$_____ resulting in an average market value of \$_____ for each developed single-family home, and \$_____ for each developed duplex.

The Raintree Village II Project consists of approximately 156 acres of land located on the southeast side of Illinois Route 71, the southwest side of Illinois Route 126 and east of State Route 47 in the United City of Yorkville, Illinois.

All parcels within SSA No. 2004-107 are completed. In the 2023 tax year, the developed lots EAV totaled \$_____ with an average EAV of \$_____ resulting in an average market value of \$_____ for each developed single-family home, \$_____ for each developed duplex, and \$_____ for each developed townhome.

* Preliminary and subject to change.

LAND USE:	Single-Family	Duplex	Townhome
SSA No. 2003-100	183	79	N/A
SSA No. 2004-107	190	33	127

(Source: Levy Year 2023 Administration Reports. Does not include prepaid properties.)

REMAINING LOTS: As of January 17, 2024, Lennar no longer owns any lots within the Raintree Village I Project. 100% of the lots are now developed.

As of January 17, 2024, Lennar no longer owns any lots within the Raintree Village II Project. 100% of the lots are now developed.

UNDERLYING RATINGS: None.

INSURER: To be determined.

SECURITY: The 2024 Special Tax Refunding Bonds will be secured by, among other things, a first lien on all special taxes imposed upon all property within the respective SSA, a reserve fund equal to 50% of the maximum annual debt service and supplemented with a reserve fund surety, taxes collected by the County and that appear on the regular real estate tax bill, and remitted by the County into a separate City Fund.

DELIQUENCY/ COLLECTION RATES:	2018	2019	2020	2021	2022
SSA No. 2003-100	1.58%/98.42%	0.00%/100.00%	0.00%/100.00%	0.00%/100.00%	0.00%/100.00%
SSA No. 2004-107	0.11%/99.89%	1.34%/98.66%	0.00%/100.00%	0.00%/100.00%	0.00%/100.00%

(Source: Levy Year 2023 Administration Reports.)

USE OF PROCEEDS*: The proceeds of the prior bonds were used to: (i) make a deposit into a reserve fund in the amount of the reserve requirement; (ii) fund capitalized interest; (iii) make an initial deposit into an administrative expense fund; (iv) fund certain costs of issuance; and (v) make a deposit into an improvement fund. The 2003-100 bonds were later refunded in 2013 and those proceeds were deposited to: (i) a reserve fund in the amount of the initial reserve requirement equal to maximum annual debt service; (ii) an administrative expense fund to fund a portion of the administrative expenses to be incurred in connection with administration of the Raintree Village I project area and the bonds; (iii) a cost of issuance fund; and (iv) a bond and interest fund created pursuant to the prior indenture.

The proceeds of the 2024 Special Tax Refunding Bonds will be deposited into (i) a reserve fund in the amount of the initial reserve requirement equal to 50% of the maximum annual debt service; (ii) an administrative expense fund to fund a portion of the administrative expenses to be incurred in connection with administration of the Raintree Village Project areas and the 2024 refunding bonds; (iii) a costs of issuance fund; and (iv) a bond and interest fund created pursuant to the respective prior indentures to be applied, together with funds available for such

* Preliminary and subject to change.

purpose under the indentures for the prior bonds, to the refunding of the prior bonds.

FINAL MATURITY: SSA No. 2003-100 (Raintree Village I Project): March 1, 2033
 SSA No. 2004-107 (Raintree Village II Project): March 1, 2035

AMORTIZATION*: SSA No. 2003-100 (Raintree Village I Project): Amortization will be in years 2025 through 2033. Average life is 5.256 years.
 SSA No. 2004-107 (Raintree Village II Project): Amortization will be in years 2025 through 2035. Average life is 6.448 years.

LIEN PER UNIT*:	Single-Family	Duplex	Townhome
SSA No. 2003-100	\$16,222.65	\$13,307.03	N/A
SSA No. 2004-107	\$16,167.87	\$14,329.87	\$10,592.28

	Market Value	Lien Per Unit	Value-to-Lien
VALUE-TO-LIEN RATIO: SSA No. 2003-100	#	#	#
SSA No. 2004-107	#	#	#

DEBT SERVICE COVERAGE*: SSA No. 2003-100: 1.33x
 SSA No. 2004-107: 1.70x
(Aggregate maximum parcel special taxes per the original bond ordinances, as adjusted for prepayments.)

OPTIONAL REDEMPTION: The 2024 Special Tax Refunding Bonds will not be subject to optional redemption.

SPECIAL MANDATORY REDEMPTION FROM PROPERTY OWNER PREPAYMENT: Property owners may prepay the Maximum Parcel Special Tax at any time. The proceeds received from any such prepayments will be used to redeem the 2024 Special Tax Refunding Bonds in part. Consequently, the 2024 Special Tax Refunding Bonds are also subject to mandatory redemption at any time, in part, from prepayments of the Special Tax from amounts available for disbursement from the Special Redemption Account (which includes optional prepayments of the Special Tax and amounts transferred from the Reserve Fund to the Special Redemption Account pursuant to the Trust Indenture) pursuant to the Trust Indenture, at a redemption price (expressed as a percentage of the principal amount of the 2024 Special Tax Refunding Bonds to be redeemed), as set forth below, together with accrued interest on such Bonds to the date fixed for redemption.

<u>From:</u>	<u>To and Including:</u>	<u>Premium</u>
Issue Date	February 28, 2026	2.00%
March 1, 2026	February 28, 2027	1.00%
March 1, 2027	Maturity	0.00%

Any special mandatory redemption of the 2024 Special Tax Refunding Bonds pursuant to the previous paragraph will be applied, to the extent possible, to reduce pro rata the amount of the 2024 Special Tax Refunding Bonds required to be redeemed by mandatory sinking fund redemption and to maintain the

* Preliminary and subject to change.

proportion of principal maturing in each year to the total original principal amount of the 2024 Special Tax Refunding Bonds.

- ACCELERATION:** The Indenture does not permit the acceleration of the principal of the 2024 refunding bonds upon the occurrence of an Event of Default under the Indenture.
- INTEREST PAYMENT DATES:** March 1 and September 1 of each year, commencing on September 1, 2024.
- PRINCIPAL PAYMENT DATES:** March 1, commencing on March 1, 2025.
- METHOD OF SALE:** Public Offering.
- DENOMINATION:** \$100,000 with increments of \$1,000 in excess thereof.
- BOND FORM:** Book-entry only through DTC.
- TAXATION:** Exempt from federal taxes; not subject to AMT; not exempt from State of Illinois income taxes.
- BOND COUNSEL:** Saul Ewing.
- UNDERWRITER:** D.A. Davidson.
- TRUSTEE:** Amalgamated Bank of Chicago.
- BILLING AND COLLECTING:** The County will bill and collect the special tax.
- ADMINISTRATOR:** David Taussig & Associates (“DTA”).



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

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2024-10

Agenda Item Summary Memo

Title: 2024 Water Main Improvements – Contract B

Meeting and Date: City Council – January 23, 2024

Synopsis: 2024 Water Main Improvements Contract B – Recommendation to Award

Council Action Previously Taken:

Date of Action: PW – 1/16/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-10

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract Award

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: January 10, 2024
Subject: 2024 Water Main Improvements – Contract B (Fox Industrial Park)

Bids were received, opened and tabulated for work to be done on the 2024 Water Main Improvements – Contract B at 11:00 a.m., January 9, 2024. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record. This project is a combination of water and roadway-related work. Water-related work consists of 92% of the work (\$2,524,056.25) and roadway 8% (\$210,588).

Due potential conflicts with a ComEd transformer and other existing conditions, we recommend the use of directional drilling utilized in Alternate A. The recommended award value will consist of the base bid plus Alternate A. The low bid was below our engineer's estimate and within the FY2025 budget.

We recommend the acceptance of the bid and approval of award be made to the low bidder, Winner Excavating, Inc., 1211 Deer Street, Yorkville, IL 60560, in the total amount of **\$2,734,644.25**.

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

BID SUMMARY
2024 WATER MAIN IMPROVEMENTS-CONTRACT B
UNITED CITY OF YORKVILLE

BID TABULATION BIDS RECEIVED 11:00 A.M. 01/09/2024	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545	Kane County Excavating PO Box 554 Hampshire, IL-60140	Performance Const & Eng LLC 217 W. John Street Plano, IL-60545
BASE BID TOTAL	\$2,851,249.10	\$2,853,784.10	\$2,804,870.07	\$2,985,270.00
ALTERNATE A TOTAL	\$57,350.00	\$93,000.00	\$75,950.00	\$74,400.00
ALTERNATE B TOTAL	\$77,500.00	N/A	\$46,035.00	\$69,750.00
BID BOND		X	X	X
SIGNED BID		X	X	X
ADDENDUM NO. 1		X	X	X
BID TABULATION BIDS RECEIVED 11:00 A.M. 01/09/2024	Swallow Construction 490 Topsoil Drive West Chicago, IL-60185	J. Congdon Sewer Service, Inc. 170-A Alexandra Way Carol Stream, IL-60188	Winniger Excavating, Inc. 1211 Deer St Yorkville, IL-60560	D. Construction, Inc. 1488 S. Broadway Coal City, IL-60416
BASE BID TOTAL	\$3,098,624.90	\$3,400,730.70	\$2,666,444.25	\$3,136,551.65
ALTERNATE A TOTAL	\$77,500.00	\$116,250.00	\$68,200.00	\$93,000.00
ALTERNATE B TOTAL	\$69,750.00	\$72,850.00	\$53,010.00	\$69,130.00
BID BOND	X	X	X	X
SIGNED BID	X	X	X	X
ADDENDUM NO. 1	X	X	X	X
BID TABULATION BIDS RECEIVED 11:00 A.M. 01/09/2024	PirTano Construction Co., Inc. 1766 Armitage Court Addison, IL-60101	Trine Construction 1041 Trine Ct St. Charles, IL-60174	Acqua Contractors 551 S IL Route 83 Elmhurst, IL-60126	
BASE BID TOTAL	\$2,731,430.94	\$4,294,367.21	\$3,195,380.00	
ALTERNATE A TOTAL	\$59,210.00	\$194,270.80	\$108,500.00	
ALTERNATE B TOTAL	\$34,100.00	\$116,715.00	\$85,250.00	
BID BOND	X	X	X	
SIGNED BID	X	X	X	
ADDENDUM NO. 1	X	X	X	



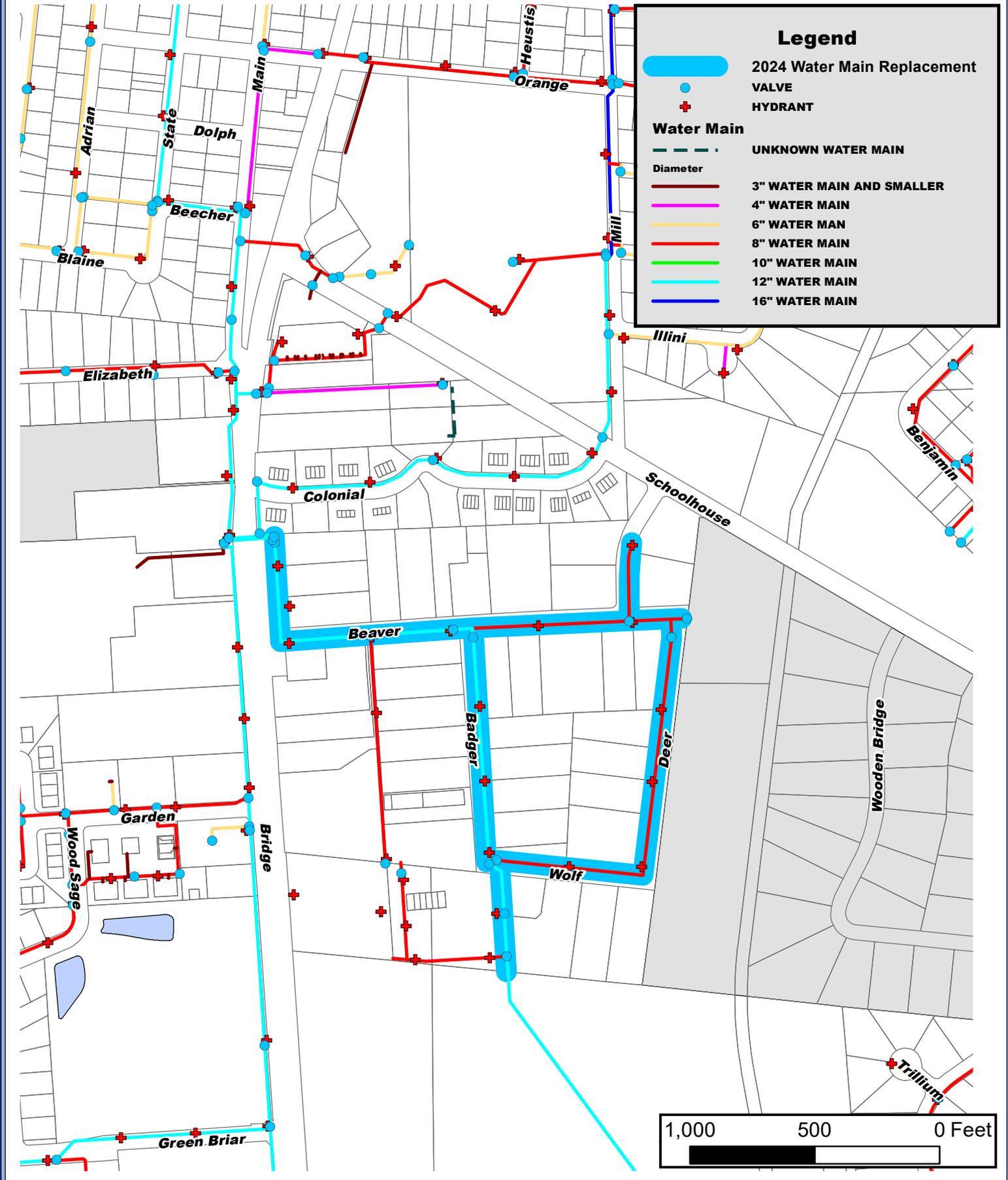
**BID TABULATION
2024 WATER MAIN IMPROVEMENTS-CONTRACT B
UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS RECD 1/9/2024		Winninger Excavating, Inc. 1211 Deer St Yorkville, IL-60560		PirTano Construction Co., Inc. 1766 Armitage Court Addison, IL-60101		Kane County Excavating PO Box 554 Hampshire, IL-60140		H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545		Performance Const & Eng LLC 217 W. John Street Plano, IL-60545		Swallow Construction 490 Topsol Drive West Chicago, IL-60185		D. Construction, Inc. 1488 S. Broadway Coal City, IL-60416		Acqua Contractors 551 S IL Route 83 Elmhurst, IL-60126		J. Congdon Sewer Service, Inc. 170-A Alexandra Way Carol Stream, IL-60188		Trine Construction 1041 Trine Ct St. Charles, IL-60174		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT		
1	TREE REMOVAL	EACH	9	\$ 200.00	\$ 1,800.00	\$ 900.00	\$ 8,100.00	\$ 400.00	\$ 3,600.00	\$ 500.00	\$ 4,500.00	\$ 325.00	\$ 2,925.00	\$ 580.00	\$ 5,220.00	\$ 1,000.00	\$ 9,000.00	\$ 614.55	\$ 5,530.95	\$ 580.00	\$ 5,220.00	\$ 1,024.00	\$ 9,216.00	\$ 35.00	\$ 315.00		
2	TREE ROOT PRUNING	EACH	2	\$ 200.00	\$ 400.00	\$ 112.00	\$ 224.00	\$ 500.00	\$ 1,000.00	\$ 180.00	\$ 360.00	\$ 150.00	\$ 300.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 211.92	\$ 423.84	\$ 200.00	\$ 400.00	\$ 128.00	\$ 256.00	\$ 500.00	\$ 1,000.00		
3	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	2	\$ 5,300.00	\$ 10,600.00	\$ 6,080.00	\$ 12,160.00	\$ 6,800.00	\$ 13,600.00	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00	\$ 30,000.00	\$ 12,500.00	\$ 25,000.00	\$ 4,000.00	\$ 8,000.00	\$ 15,000.00	\$ 30,000.00	\$ 6,000.00	\$ 12,000.00	\$ 10,500.00	\$ 21,000.00	\$ 4,500.00	\$ 9,000.00		
4	CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	3	\$ 4,300.00	\$ 12,900.00	\$ 5,655.00	\$ 16,965.00	\$ 4,900.00	\$ 14,700.00	\$ 3,000.00	\$ 9,000.00	\$ 12,000.00	\$ 36,000.00	\$ 10,500.00	\$ 31,500.00	\$ 2,000.00	\$ 6,000.00	\$ 12,000.00	\$ 36,000.00	\$ 5,000.00	\$ 15,000.00	\$ 7,000.00	\$ 21,000.00	\$ 3,500.00	\$ 10,500.00		
5	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH	LF	2,220	\$ 240.00	\$ 532,800.00	\$ 202.50	\$ 449,550.00	\$ 194.50	\$ 431,790.00	\$ 209.00	\$ 463,980.00	\$ 250.00	\$ 555,000.00	\$ 275.00	\$ 610,500.00	\$ 252.00	\$ 559,440.00	\$ 300.00	\$ 666,000.00	\$ 240.00	\$ 532,800.00	\$ 445.90	\$ 989,898.00	\$ 215.00	\$ 477,300.00		
6	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	LF	1,303	\$ 192.00	\$ 250,176.00	\$ 165.00	\$ 214,995.00	\$ 161.80	\$ 210,825.40	\$ 158.00	\$ 205,874.00	\$ 200.00	\$ 260,600.00	\$ 225.00	\$ 293,175.00	\$ 216.00	\$ 281,448.00	\$ 275.00	\$ 358,325.00	\$ 190.00	\$ 247,570.00	\$ 376.50	\$ 490,579.50	\$ 175.00	\$ 228,025.00		
7	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	LF	2,038	\$ 175.00	\$ 356,650.00	\$ 145.00	\$ 295,510.00	\$ 146.50	\$ 298,567.00	\$ 125.00	\$ 254,750.00	\$ 150.00	\$ 305,700.00	\$ 185.00	\$ 377,030.00	\$ 168.00	\$ 342,384.00	\$ 235.00	\$ 478,930.00	\$ 170.00	\$ 346,460.00	\$ 321.50	\$ 655,217.00	\$ 125.00	\$ 254,750.00		
8	BUTTERFLY VALVE IN 60" VAULT, 16-INCH	EACH	6	\$ 12,000.00	\$ 72,000.00	\$ 10,500.00	\$ 63,000.00	\$ 13,800.00	\$ 82,800.00	\$ 11,800.00	\$ 70,800.00	\$ 15,000.00	\$ 90,000.00	\$ 11,500.00	\$ 69,000.00	\$ 15,305.00	\$ 91,830.00	\$ 13,000.00	\$ 78,000.00	\$ 10,000.00	\$ 60,000.00	\$ 17,843.84	\$ 107,063.04	\$ 10,000.00	\$ 60,000.00		
9	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 12-INCH	EACH	4	\$ 10,500.00	\$ 42,000.00	\$ 7,335.00	\$ 29,340.00	\$ 9,300.00	\$ 37,200.00	\$ 8,000.00	\$ 32,000.00	\$ 12,000.00	\$ 48,000.00	\$ 8,000.00	\$ 32,000.00	\$ 11,000.00	\$ 44,000.00	\$ 9,000.00	\$ 36,000.00	\$ 9,000.00	\$ 36,000.00	\$ 14,070.20	\$ 56,280.80	\$ 7,000.00	\$ 28,000.00		
10	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 8-INCH	EACH	6	\$ 6,500.00	\$ 39,000.00	\$ 5,525.00	\$ 33,150.00	\$ 7,500.00	\$ 45,000.00	\$ 6,000.00	\$ 36,000.00	\$ 10,000.00	\$ 60,000.00	\$ 6,000.00	\$ 36,000.00	\$ 9,000.00	\$ 54,000.00	\$ 7,000.00	\$ 42,000.00	\$ 8,000.00	\$ 48,000.00	\$ 10,096.78	\$ 60,580.68	\$ 5,000.00	\$ 30,000.00		
11	GATE VALVE (RESILIENT SEAT) IN VALVE BOX, 12-INCH	EACH	1	\$ 5,900.00	\$ 5,900.00	\$ 5,000.00	\$ 5,000.00	\$ 6,550.00	\$ 6,550.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,500.00	\$ 5,500.00	\$ 6,000.00	\$ 6,000.00	\$ 6,500.00	\$ 6,500.00	\$ 6,000.00	\$ 6,000.00	\$ 7,732.96	\$ 7,732.96	\$ 3,000.00	\$ 3,000.00		
12	GATE VALVE (RESILIENT SEAT) IN VALVE BOX, 8-INCH	EACH	2	\$ 3,300.00	\$ 6,600.00	\$ 2,965.00	\$ 5,930.00	\$ 4,750.00	\$ 9,500.00	\$ 3,000.00	\$ 6,000.00	\$ 6,500.00	\$ 13,000.00	\$ 3,500.00	\$ 7,000.00	\$ 4,500.00	\$ 9,000.00	\$ 4,250.00	\$ 8,500.00	\$ 5,000.00	\$ 10,000.00	\$ 5,494.18	\$ 10,988.36	\$ 2,750.00	\$ 5,500.00		
13	GATE VALVE (RESILIENT SEAT) IN VALVE BOX, 6-INCH	EACH	2	\$ 2,400.00	\$ 4,800.00	\$ 2,330.00	\$ 4,660.00	\$ 4,750.00	\$ 9,500.00	\$ 2,500.00	\$ 5,000.00	\$ 6,000.00	\$ 12,000.00	\$ 2,800.00	\$ 5,600.00	\$ 3,500.00	\$ 7,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,685.70	\$ 9,371.40	\$ 2,500.00	\$ 5,000.00		
14	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	18	\$ 10,500.00	\$ 189,000.00	\$ 8,090.00	\$ 145,620.00	\$ 6,500.00	\$ 117,000.00	\$ 8,000.00	\$ 144,000.00	\$ 13,000.00	\$ 234,000.00	\$ 12,500.00	\$ 225,000.00	\$ 11,170.00	\$ 201,060.00	\$ 7,000.00	\$ 126,000.00	\$ 10,000.00	\$ 180,000.00	\$ 10,789.82	\$ 194,216.76	\$ 10,000.00	\$ 180,000.00		
15	SERVICE BOX COVER (SPECIAL)	EACH	3	\$ 300.00	\$ 900.00	\$ 146.00	\$ 438.00	\$ 500.00	\$ 1,500.00	\$ 300.00	\$ 900.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 165.00	\$ 495.00	\$ 500.00	\$ 1,500.00	\$ 714.80	\$ 2,144.40	\$ 500.00	\$ 1,500.00		
16	FIRE HYDRANT TO BE REMOVED	EACH	16	\$ 600.00	\$ 9,600.00	\$ 699.00	\$ 11,184.00	\$ 1,300.00	\$ 20,800.00	\$ 250.00	\$ 4,000.00	\$ 600.00	\$ 9,600.00	\$ 250.00	\$ 4,000.00	\$ 3,000.00	\$ 48,000.00	\$ 500.00	\$ 8,000.00	\$ 500.00	\$ 8,000.00	\$ 1,566.75	\$ 25,068.00	\$ 500.00	\$ 8,000.00		
17	DUCTILE IRON FITTINGS	LB	10,155	\$ 0.01	\$ 101.55	\$ 10.00	\$ 101,550.00	\$ 12.40	\$ 125,922.00	\$ 7.00	\$ 71,085.00	\$ 0.01	\$ 101.55	\$ 0.01	\$ 101.55	\$ 0.01	\$ 101.55	\$ 0.01	\$ 101.55	\$ 0.01	\$ 101.55	\$ 0.01	\$ 101.55	\$ 0.01	\$ 101.55	\$ 12.00	\$ 121,860.00
18	WATER MAIN PROTECTION, PVC C-900, 18-INCH	LF	231	\$ 70.00	\$ 16,170.00	\$ 167.00	\$ 38,577.00	\$ 75.50	\$ 17,440.50	\$ 150.00	\$ 34,650.00	\$ 80.00	\$ 18,480.00	\$ 200.00	\$ 46,200.00	\$ 231.00	\$ 53,361.00	\$ 160.00	\$ 36,960.00	\$ 50.00	\$ 11,550.00	\$ 247.83	\$ 57,248.73	\$ 65.00	\$ 15,015.00		
19	WATER MAIN PROTECTION, PVC C-900, 24-INCH	LF	84	\$ 110.00	\$ 9,240.00	\$ 223.00	\$ 18,732.00	\$ 150.00	\$ 12,600.00	\$ 220.00	\$ 18,480.00	\$ 130.00	\$ 10,920.00	\$ 225.00	\$ 18,900.00	\$ 306.00	\$ 25,704.00	\$ 220.00	\$ 18,480.00	\$ 60.00	\$ 5,040.00	\$ 322.99	\$ 27,131.16	\$ 85.00	\$ 7,140.00		
20	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TON	50	\$ 60.00	\$ 3,000.00	\$ 60.00	\$ 3,000.00	\$ 75.00	\$ 3,750.00	\$ 60.00	\$ 3,000.00	\$ 50.00	\$ 2,500.00	\$ 1.00	\$ 50.00	\$ 100.00	\$ 5,000.00	\$ 120.00	\$ 6,000.00	\$ 50.00	\$ 2,500.00	\$ 25.60	\$ 1,280.00	\$ 74.00	\$ 3,700.00		
21	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TON	50	\$ 60.00	\$ 3,000.00	\$ 60.00	\$ 3,000.00	\$ 75.00	\$ 3,750.00	\$ 60.00	\$ 3,000.00	\$ 50.00	\$ 2,500.00	\$ 1.00	\$ 50.00	\$ 50.00	\$ 2,500.00	\$ 120.00	\$ 6,000.00	\$ 50.00	\$ 2,500.00	\$ 25.60	\$ 1,280.00	\$ 74.00	\$ 3,700.00		
22	FOUNDATION MATERIAL	CY	100	\$ 1.00	\$ 100.00	\$ 110.00	\$ 11,000.00	\$ 50.00	\$ 5,000.00	\$ 1.00	\$ 100.00	\$ 40.00	\$ 4,000.00	\$ 65.00	\$ 6,500.00	\$ 60.00	\$ 6,000.00	\$ 45.00	\$ 4,500.00	\$ 68.00	\$ 6,800.00	\$ 102.40	\$ 10,240.00	\$ 50.00	\$ 5,000.00		
23	EXPLORATORY EXCAVATION	EACH	5	\$ 500.00	\$ 2,500.00	\$ 700.00	\$ 3,500.00	\$ 750.00	\$ 3,750.00	\$ 450.00	\$ 2,250.00	\$ 500.00	\$ 2,500.00	\$ 550.00	\$ 2,750.00	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00	\$ 500.00	\$ 2,500.00	\$ 1,312.50	\$ 6,562.50	\$ 1,500.00	\$ 7,500.00		
24	WATER SERVICE CONNECTION, 6-INCH	EACH	2	\$ 3,500.00	\$ 7,000.00	\$ 3,485.00	\$ 6,970.00	\$ 3,600.00	\$ 7,200.00	\$ 3,000.00	\$ 6,000.00	\$ 8,500.00	\$ 17,000.00	\$ 3,350.00	\$ 6,700.00	\$ 3,500.00	\$ 7,000.00	\$ 9,500.00	\$ 19,000.00	\$ 12,000.00	\$ 24,000.00	\$ 8,968.93	\$ 17,937.86	\$ 3,500.00	\$ 7,000.00		
25	WATER SERVICE CONNECTION, 1-INCH	EACH	41	\$ 2,000.00	\$ 82,000.00	\$ 1,225.00	\$ 50,225.00	\$ 2,500.00	\$ 102,500.00	\$ 3,000.00	\$ 123,000.00	\$ 2,500.00	\$ 102,500.00	\$ 2,100.00	\$ 86,100.00	\$ 2,500.00	\$ 102,500.00	\$ 2,000.00	\$ 82,000.00	\$ 6,000.00	\$ 24,000.00	\$ 3,025.64	\$ 124,051.24	\$ 2,600.00	\$ 106,600.00		
26	WATER SERVICE PIPE, 6-INCH DIP	LF	40	\$ 120.00	\$ 4,800.00	\$ 49.00	\$ 1,960.00	\$ 140.50	\$ 5,620.00	\$ 110.00	\$ 4,400.00	\$ 175.00	\$ 7,000.00	\$ 110.00	\$ 4,400.00	\$ 145.00	\$ 5,800.00	\$ 300.00	\$ 12,000.00	\$ 125.00	\$ 5,000.00	\$ 168.84	\$ 6,753.60	\$ 115.00	\$ 4,600.00		
27	WATER SERVICE PIPE, PEX, 1-INCH	LF	1,653	\$ 3.00	\$ 4,959.00	\$ 46.00	\$ 76,038.00	\$ 42.50	\$ 70,252.50	\$ 10.00	\$ 16,530.00	\$ 25.00	\$ 41,325.00	\$ 35.00	\$ 57,855.00	\$ 40.00	\$ 66,120.00	\$ 2.00	\$ 3,306.00	\$ 25.00	\$ 41,325.00	\$ 36.54	\$ 60,400.62	\$ 5.00	\$ 8,265.00		
28	VALVE VAULT TO BE ABANDONED	EACH	17	\$ 600.00	\$ 10,200.00	\$ 495.00	\$ 8,415.00	\$ 1,300.00	\$ 22,100.00	\$ 300.00	\$ 5,100.00	\$ 500.00	\$ 8,500.00	\$ 210.00	\$ 3,570.00	\$ 1,000.00	\$ 17,000.00	\$ 400.00	\$ 6,800.00	\$ 500.00	\$ 8,500.00	\$ 350.00	\$ 5,950.00	\$ 100.00	\$ 1,700.00		
29	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	EACH	5	\$ 600.00	\$ 3,000.00	\$ 1,100.00	\$ 5,500.00	\$ 2,500.00	\$ 12,500.00	\$ 100.00	\$ 500.00	\$ 750.00	\$ 3,750.00	\$ 3,300.00	\$ 16,500.00	\$ 3,500.00	\$ 17,500.00	\$ 2,000.00	\$ 10,000.00	\$ 500.00	\$ 2,500.00	\$ 1,578.10	\$ 7,890.50	\$ 1,500.00	\$ 7,500.00		
30	EROSION RIPRAP REMOVAL AND REPLACEMENT	SF	415	\$ 6.00	\$ 2,490.00	\$ 8.00	\$ 3,320.00	\$ 15.60	\$ 6,474.00	\$ 10.00	\$ 4,150.00	\$ 25.00	\$ 10,375.00	\$ 13.00	\$ 5,395.00	\$ 50.00	\$ 20,750.00	\$ 10.00	\$ 4,150.00	\$ 5.00	\$ 2,075.00	\$ 29.74	\$ 12,342.10	\$ 25.00	\$ 10,375.00		
31	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	2	\$ 4,500.00	\$ 9,000.00	\$ 5,660.00	\$ 11,320.00	\$ 10,500.00	\$ 21,000.00	\$ 3,000.00	\$ 6,000.00	\$ 2,500.00	\$ 5,000.00	\$ 8,000.00	\$ 16,000.00	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00	\$ 24,000.00	\$ 48,000.00	\$ 5,250.00	\$ 10,500.00	\$ 2,500.00	\$ 5,000.00		
32	INLET PROTECTION																										



**BID TABULATION
2024 WATER MAIN IMPROVEMENTS-CONTRACT B
UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS RECD 1/9/2024		Winninger Excavating, Inc. 1211 Deer St Yorkville, IL-60560		PirTano Construction Co., Inc. 1766 Armitage Court Addison, IL-60101		Kane County Excavating PO Box 554 Hampshire, IL-60140		H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545		Performance Const & Eng LLC 217 W. John Street Plano, IL-60545		Swallow Construction 490 Topsoil Drive West Chicago, IL-60185		D. Construction, Inc. 1488 S. Broadway Coal City, IL-60416		Acqua Contractors 551 S IL Route 83 Elmhurst, IL-60126		J. Congdon Sewer Service, Inc. 170-A Alexandra Way Carol Stream, IL-60188		Trine Construction 1041 Trine Ct St. Charles, IL-60174		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
46	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	3,777	\$ 50.00	\$ 188,850.00	\$ 48.00	\$ 181,296.00	\$ 51.50	\$ 194,515.50	\$ 47.00	\$ 177,519.00	\$ 45.00	\$ 169,965.00	\$ 43.00	\$ 162,411.00	\$ 60.00	\$ 226,620.00	\$ 50.00	\$ 188,850.00	\$ 45.00	\$ 169,965.00	\$ 50.88	\$ 192,173.76	\$ 50.00	\$ 188,850.00
47	SANITARY MANHOLE TO BE ADJUSTED	EACH	10	\$ 1,100.00	\$ 11,000.00	\$ 809.00	\$ 8,090.00	\$ 950.00	\$ 9,500.00	\$ 1,500.00	\$ 15,000.00	\$ 1,200.00	\$ 12,000.00	\$ 825.00	\$ 8,250.00	\$ 1,500.00	\$ 15,000.00	\$ 1,500.00	\$ 15,000.00	\$ 1,100.00	\$ 11,000.00	\$ 1,323.00	\$ 13,230.00	\$ 1,400.00	\$ 14,000.00
48	MANHOLE TO BE ADJUSTED	EACH	2	\$ 750.00	\$ 1,500.00	\$ 416.00	\$ 832.00	\$ 450.00	\$ 900.00	\$ 1,000.00	\$ 2,000.00	\$ 800.00	\$ 1,600.00	\$ 350.00	\$ 700.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 920.00	\$ 1,840.00	\$ 976.12	\$ 1,952.24	\$ 800.00	\$ 1,600.00
49	INLET TO BE ADJUSTED	EACH	17	\$ 600.00	\$ 10,200.00	\$ 416.00	\$ 7,072.00	\$ 450.00	\$ 7,650.00	\$ 1,000.00	\$ 17,000.00	\$ 550.00	\$ 9,350.00	\$ 225.00	\$ 3,825.00	\$ 800.00	\$ 13,600.00	\$ 1,400.00	\$ 23,800.00	\$ 890.00	\$ 15,130.00	\$ 521.12	\$ 8,859.04	\$ 850.00	\$ 14,450.00
50	HOT-MIX ASPHALT DRIVEWAY REMOVAL	SY	1,136	\$ 10.50	\$ 11,928.00	\$ 13.00	\$ 14,768.00	\$ 11.50	\$ 13,064.00	\$ 10.00	\$ 11,360.00	\$ 11.30	\$ 12,836.80	\$ 13.00	\$ 14,768.00	\$ 15.00	\$ 17,040.00	\$ 12.00	\$ 13,632.00	\$ 11.30	\$ 12,836.80	\$ 15.36	\$ 17,448.96	\$ 5.00	\$ 5,680.00
51	HOT-MIX ASPHALT DRIVEWAY 3-INCH	SY	1,136	\$ 37.00	\$ 42,032.00	\$ 35.00	\$ 39,760.00	\$ 35.00	\$ 39,760.00	\$ 35.00	\$ 39,760.00	\$ 31.40	\$ 35,670.40	\$ 32.00	\$ 36,352.00	\$ 30.00	\$ 34,080.00	\$ 43.00	\$ 48,848.00	\$ 31.40	\$ 35,670.40	\$ 49.92	\$ 56,709.12	\$ 40.00	\$ 45,440.00
52	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL	SY	217	\$ 19.00	\$ 4,123.00	\$ 16.00	\$ 3,472.00	\$ 16.00	\$ 3,472.00	\$ 10.00	\$ 2,170.00	\$ 14.00	\$ 3,038.00	\$ 14.00	\$ 3,038.00	\$ 20.00	\$ 4,340.00	\$ 15.00	\$ 3,255.00	\$ 20.00	\$ 4,340.00	\$ 15.36	\$ 3,333.12	\$ 24.00	\$ 5,208.00
53	PORTLAND CEMENT CONCRETE DRIVEWAY 6-INCH	SY	217	\$ 125.00	\$ 27,125.00	\$ 112.00	\$ 24,304.00	\$ 155.00	\$ 33,835.00	\$ 100.00	\$ 21,700.00	\$ 100.00	\$ 21,700.00	\$ 100.00	\$ 21,700.00	\$ 100.00	\$ 21,700.00	\$ 110.00	\$ 23,870.00	\$ 99.00	\$ 21,483.00	\$ 134.40	\$ 29,164.80	\$ 105.00	\$ 22,785.00
54	AGGREGATE SHOULDER REMOVAL AND REPLACEMENT	SY	92	\$ 40.00	\$ 3,680.00	\$ 19.00	\$ 1,748.00	\$ 16.50	\$ 1,518.00	\$ 20.00	\$ 1,840.00	\$ 35.00	\$ 3,220.00	\$ 43.00	\$ 3,956.00	\$ 20.00	\$ 1,840.00	\$ 32.00	\$ 2,944.00	\$ 12.00	\$ 1,104.00	\$ 64.00	\$ 5,888.00	\$ 40.00	\$ 3,680.00
55	MAILBOX TO BE REMOVED AND RESET	EACH	4	\$ 200.00	\$ 800.00	\$ 648.00	\$ 2,592.00	\$ 750.00	\$ 3,000.00	\$ 200.00	\$ 800.00	\$ 300.00	\$ 1,200.00	\$ 200.00	\$ 800.00	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 250.00	\$ 1,000.00	\$ 525.00	\$ 2,100.00	\$ 300.00	\$ 1,200.00
56	SIGN TO BE REMOVED AND RESET	EACH	3	\$ 200.00	\$ 600.00	\$ 162.00	\$ 486.00	\$ 750.00	\$ 2,250.00	\$ 300.00	\$ 900.00	\$ 150.00	\$ 450.00	\$ 300.00	\$ 900.00	\$ 500.00	\$ 1,500.00	\$ 300.00	\$ 900.00	\$ 300.00	\$ 900.00	\$ 684.00	\$ 2,052.00	\$ 200.00	\$ 600.00
57	LANDSCAPING TO BE REMOVED AND RESET	EACH	6	\$ 1,000.00	\$ 6,000.00	\$ 3,363.00	\$ 20,178.00	\$ 750.00	\$ 4,500.00	\$ 2,000.00	\$ 12,000.00	\$ 1,200.00	\$ 7,200.00	\$ 500.00	\$ 3,000.00	\$ 200.00	\$ 1,200.00	\$ 1,600.00	\$ 9,600.00	\$ 1,200.00	\$ 7,200.00	\$ 5,250.00	\$ 31,500.00	\$ 100.00	\$ 600.00
58	RESTORATION	SY	3,500	\$ 10.00	\$ 35,000.00	\$ 17.00	\$ 59,500.00	\$ 9.75	\$ 34,125.00	\$ 10.00	\$ 35,000.00	\$ 13.00	\$ 45,500.00	\$ 12.00	\$ 42,000.00	\$ 20.00	\$ 70,000.00	\$ 12.00	\$ 42,000.00	\$ 15.00	\$ 52,500.00	\$ 15.36	\$ 53,760.00	\$ 20.00	\$ 70,000.00
59	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 91,000.00	\$ 91,000.00	\$ 36,184.00	\$ 36,184.00	\$ 40,000.00	\$ 40,000.00	\$ 335,200.00	\$ 335,200.00	\$ 254,046.10	\$ 254,046.10	\$ 165,000.00	\$ 165,000.00	\$ 30,000.00	\$ 30,000.00	\$ 111,807.61	\$ 111,807.61	\$ 540,000.00	\$ 540,000.00	\$ 113,818.43	\$ 113,818.43	\$ 50,000.00	\$ 50,000.00
60	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	30,000	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00
BASE BID TOTAL					\$ 2,666,444.25		\$ 2,731,405.00		\$ 2,804,870.07		\$ 2,853,784.10		\$ 2,985,270.00		\$ 3,098,624.90		\$ 3,136,551.65		\$ 3,195,380.00		\$ 3,400,730.70		\$ 4,294,367.21		\$ 2,851,249.10
CORRECTED NUMBERS FROM BID																									
ALTERNATE A - DIRECTIONAL DRILL (STA. 85+48 TO 88+58)																									
	WATER MAIN, 12-INCH D.I.P, DIRECTIONAL DRILL	LF	310	\$ 220.00	\$ 68,200.00	\$ 191.00	\$ 59,210.00	\$ 245.00	\$ 75,950.00	\$ 300.00	\$ 93,000.00	\$ 240.00	\$ 74,400.00	\$ 250.00	\$ 77,500.00	\$ 300.00	\$ 93,000.00	\$ 350.00	\$ 108,500.00	\$ 375.00	\$ 116,250.00	\$ 626.68	\$ 194,270.80	\$ 185.00	\$ 57,350.00
ALTERNATE A TOTAL					\$ 68,200.00		\$ 59,210.00		\$ 75,950.00		\$ 93,000.00		\$ 74,400.00		\$ 77,500.00		\$ 93,000.00		\$ 108,500.00		\$ 116,250.00		\$ 194,270.80		\$ 57,350.00
ALTERNATE B - OPEN CUT (STA. 85+48 TO 88+58)																									
	WATER MAIN, 12-INCH D.I.P, OPEN CUT	LF	310	\$ 171.00	\$ 53,010.00	\$ 110.00	\$ 34,100.00	\$ 148.50	\$ 46,035.00	N/A	N/A	\$ 225.00	\$ 69,750.00	\$ 225.00	\$ 69,750.00	\$ 223.00	\$ 69,130.00	\$ 275.00	\$ 85,250.00	\$ 235.00	\$ 72,850.00	\$ 376.50	\$ 116,715.00	\$ 250.00	\$ 77,500.00
ALTERNATE B TOTAL					\$ 53,010.00		\$ 34,100.00		\$ 46,035.00		N/A		\$ 69,750.00		\$ 69,750.00		\$ 69,130.00		\$ 85,250.00		\$ 72,850.00		\$ 116,715.00		\$ 77,500.00
BASE BID + ALTERNATE A					\$ 2,734,644.25		\$ 2,790,615.00		\$ 2,880,820.07		\$ 2,946,784.10		\$ 3,059,670.00		\$ 3,176,124.90		\$ 3,229,551.65		\$ 3,303,880.00		\$ 3,516,980.70		\$ 4,488,638.01		\$ 2,908,599.10
ABOVE/BELOW ENGINEERS ESTIMATE (BASE BID)					-6.48%		-4.20%		-1.63%		0.09%		4.70%		8.68%		10.01%		12.07%		19.27%		50.61%		
ABOVE/BELOW ENGINEERS ESTIMATE (BASE BID + ALTERNATE A)					-5.98%		-4.06%		-0.96%		1.31%		5.19%		9.20%		11.03%		13.59%		20.92%		54.32%		



Engineering Enterprises, Inc.

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

DATE:	MAY 2023
PROJECT NO.:	YO2315
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2023\
FILE:	YO2315_2024 Water Main Replacement Contract B.MXD

**2024 WATER MAIN
 REPLACEMENT - CONTRACT B**





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

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2024-11

Agenda Item Summary Memo

Title: 2024 Water Main Improvements – Contract B (Fox Industrial) – Construction Engineering

Meeting and Date: City Council – January 23, 2024

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: PW – 1/16/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-11

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 11, 2024
Subject: 2024 Watermain Improvements – Contract B (Fox Industrial) –
construction engineering agreement

Summary

Consideration of a construction engineering agreement with EEI for the 2024 Watermain Improvements Contract B (Fox Industrial) project.

Background

This item was last discussed in May 2023, when the City Council approved two design engineering contracts (A and B) for the 2024 watermain replacement program. Since then, EEI has completed the design, put the project out to bid, and is recommending awarding the Contract B work to Winner Excavating. If approved at the January 23rd City Council meeting, work would likely begin in March/April and be complete by mid-August. Accordingly, EEI has submitted a construction engineering contract for the project.

The agreement submitted by EEI covers construction engineering services only. The total cost of the contract is estimated at \$235,234. Funds for this contract are included in the FY 24 budget and proposed FY 25 budget.

Recommendation

Staff recommends approval of the construction engineering agreement with EEI for the 2024 Watermain Improvements Contract B (Fox Industrial) project.

2024 Water Main Improvements – Contract B (Fox Industrial)
United City of Yorkville
Professional Services Agreement – Construction Engineering

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

A. Services:

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. Construction engineering will be provided for approximately 2,038 linear feet of 8-inch, 1,613 linear feet of 12-inch, and 2,303 linear feet of 16-inch water main improvements, as well as roadway resurfacing and curb and gutter improvements along Beaver Street, Badger Street, Wolf Street, and Deer 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:

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. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$221,584. Direct expenses are estimated at \$13,650. The hourly rates for this project are shown in the attached 2023 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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 Contractor's 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 either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

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

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the 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:** Estimate of Level of Effort and Associated Cost
- Attachment D:** Anticipated Project Schedule
- Attachment E:** Location Map
- Attachment F:** 2023 Standard Schedule of Charges

L. Notices:

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

For the City:

City Administrator and City Clerk
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

For the ENGINEER:

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

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

Agreed to this ___ day of _____, 2024.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, P.E.
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.

Attachment B – Scope of Services
2024 Water Main Improvements – Contract B (Fox Industrial)
United City of Yorkville

The United City of Yorkville intends to install approximately 2,038 linear feet of 8-inch, 1,613 linear feet of 12-inch, and 2,303 linear feet of 16-inch water main improvements, as well as roadway resurfacing and curb and gutter improvements along Beaver Street, Badger Street, Wolf Street, and Deer Street.

Our proposed scope of services for **Construction Engineering** will include the following:

3.1 Construction Administration

- Prepare for, Attend and Facilitate the Preconstruction Meeting with the Contractor Including Preparation of Meeting Minutes
- Shop Drawing Review
- Prepare and Handout Construction Notice Flyers to Residents Including Temporary Water Loss Notices
- Coordinate with City Services (Garbage, Mail, Etc.)
- Review Engineering Plans, Specifications and Prepare Field Book
- Prepare Pay Estimates and Change Orders
- Gather Invoices and Waivers of Lien
- Provide Weekly Updates to City or as Required Based on Onsite Activities

3.2 Construction Layout and Record Drawings

- Stake Proposed Water Main
- Perform Post Construction Field Survey for Record Drawings
- Prepare and Review Record Drawings

3.3 Construction Observation and Documentation

- Review Staked Water Main
- Take Pre-Construction Videos and Photos of Pre-Existing Conditions
- Provide Resident Engineering Services for Construction
- Coordinate Any Required Testing on Behalf of the City and Review Test Reports
- Provide Quantity Tracking, Documentation and Daily Field Reports
- Perform Punch Walks, Prepare Punch List Letters and Provide Follow Up Inspections and Recommend Acceptance When Appropriate (2 Each)
- Prepare Project Closeout Paperwork

The following scope of services will be provided by EEI's Subconsultant:

- Rubino Engineering – Material Testing for Quality Assurance

The above scope for “2024 Water Main Improvements – Contract B (Fox Industrial)” 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		PROJECT NUMBER	
United City of Yorkville		YO2315-P	
PROJECT TITLE		DATE	PREPARED BY
2024 Water Main Improvements - Contract B (Fox Industrial)		1/10/24	KDW

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	PT	PM	SPT2	PE	ADMIN	HOURS	COST
		RATE	\$239	\$204	\$162	\$146	\$204	\$167	\$162	\$70		
CONSTRUCTION ENGINEERING												
3.1	Contract Administration		10	48	60	49	-	-	-	2	169	\$ 29,196
3.2	Construction Layout and Record Drawings		-	6	-	4	9	50	18	-	87	\$ 14,910
3.3	Observation and Documentation		2	62	44	1,074	-	-	-	6	1,188	\$177,478
Construction Engineering Subtotal:			12	116	104	1,127	9	50	18	8	1,444	\$221,584
PROJECT TOTAL:			12	116	104	1,127	9	50	18	8	1,444	221,584

DIRECT EXPENSES	
Printing/Scanning =	\$ 150
Vehicle =	\$ 6,500
Material Testing =	\$ 7,000
Environmental Assessment =	\$ -
DIRECT EXPENSES =	\$ 13,650

LABOR SUMMARY	
EEL Labor Expenses =	\$208,482
Surveying Expenses =	\$ 13,102
Drafting Expenses =	\$ -
TOTAL LABOR EXPENSES	\$221,584

TOTAL COSTS \$235,234

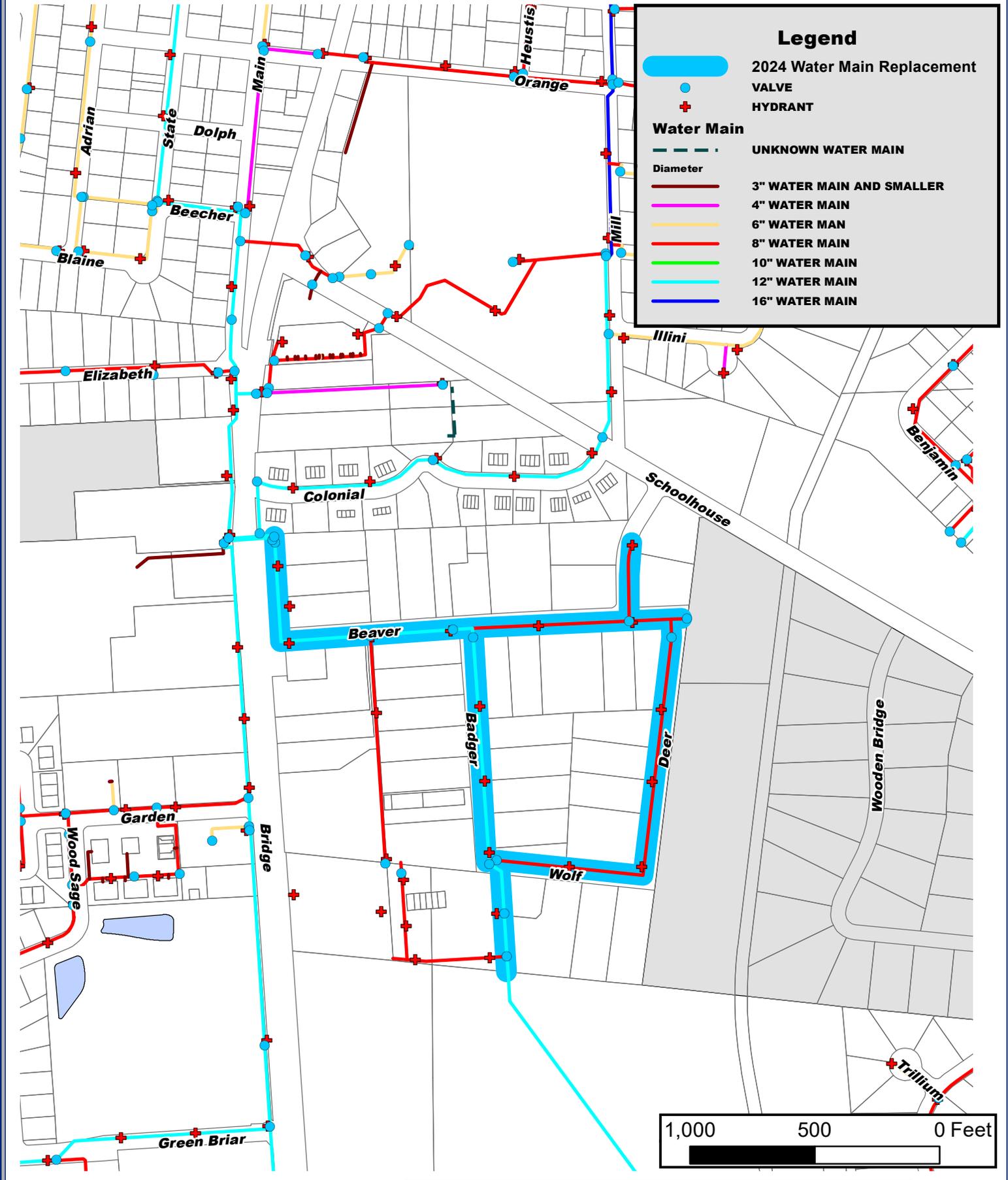


ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2315-P	
PROJECT TITLE		DATE	PREPARED BY
2024 Water Main Improvements - Contract B (Fox Industrial)		1/10/2024	KDW

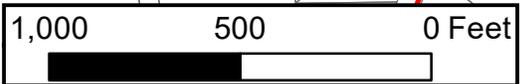
TASK NO.	TASK DESCRIPTION	2024																											
		March				April				May				June				July				August							
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4				
CONSTRUCTION ENGINEERING																													
3.1	Contract Administration																												
3.2	Construction Layout and Record Drawings																												
3.3	Observation and Documentation - Water Main																												





Legend

- 2024 Water Main Replacement
- 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:	MAY 2023
PROJECT NO.:	YO2315
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2023\
FILE:	YO2315_2024 Water Main Replacement Contract B.MXD

**2024 WATER MAIN
 REPLACEMENT - CONTRACT B
 ATTACHMENT E**





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: City Council
From: Bart Olson, City Administrator
CC:
Date: January 18, 2024
Subject: Public Works and Parks facility – Kluber and EEI agreements

Summary

Consideration of an agreement with Kluber, Inc for architectural services and EEI for site development design services for the proposed Public Works and Parks facility.

Background

This item was last discussed at the January 2024 Public Works Committee meeting. At that meeting, the committee heard a verbal report from staff about the contents of the attached agreements with EEI and Kluber for services related to the proposed Public Works and Parks facility. In short, in order to assist the City Council with some final decision making on scope and timing of the construction of the Public Works and Parks facility, the City needs to engage both Kluber and EEI via the attached contracts.

EEI agreement

In general, EEI's agreement will cover all design, paperwork, and planning for most of the components of a Public Works and Parks facility that are outside of the footprint of the building. It is broken into two phases, preliminary engineering at an estimated cost of \$76,221 and final engineering at an estimated cost of \$107,465. Both phases will include various scope components like budget tracking, attending project meetings, topography and boundary surveys, base map file creation, JULIE coordination, creation of preliminary or final engineering plans, assisting with the design of material storage bins, preparation and submittal of storm water reports, preparation of engineer's estimate of probably construction cost, coordinating review with external regulatory agencies and coordinating outsourced soil borings, geotechnical work, and landscape plans.

EEI's proposed fees are in line with staff expectations and can be covered within the FY 24 budget amount proposed for Public Works and Parks Facility planning. No budget amendment is required.

Kluber agreement

In general, Kluber's agreement will take the City all the way from schematic design phase (big picture planning and drawings used by the City Council to facilitate final decisions on scope and cost of building), to design development phase (details of building layout and appearance), to preparation of construction documents, to participation in the procurement phase, and finally construction management assistance. If the City Council moves forward with the

Kluber contract as drafted, the earliest recommended timeline for bidding is September 2024, with potential construction in mid-2025.

Unlike the variable fee arrangement utilized in the Cordogan Clark agreement for Prairie Pointe renovations, Kluber is proposing a flat fee of \$1,362,400 with a \$17,600 credit for work already completed by the City during the last space needs analysis. Assuming the City Council moves forward with a \$20m to \$22m project, that would put the fees in the 6.2% to 6.8% range. Reiterating, Kluber is proposing a fixed fee – so if the City Council decides to increase or decrease the planned budget for the building (either through pre-bid decision making or through construction change orders), Kluber’s fee should not change. The staff, including Code Official Pete Ratos, have reviewed local, state, and federal governmental standards as well as trends in private development for architectural contracts and determined this fee is reasonable for the size and complexity of the project. This fee can be covered within the FY 24 budget amount proposed for Public Works and Parks Facility planning, and no budget amendment is required.

Kluber agreement – construction methodology

Kluber’s architectural agreement contemplates the City using a construction manager process. This determination was made after consultation with staff. While the City was able to use the Oswego-Yorkville shared Facility Manager for the Prairie Pointe project, the Public Works and Parks facility project will be much larger and more complex. Because of this, we’re recommending hiring a major regional or national construction firm to serve as the lead under the construction management process.

This construction manager would be selected by the City through an open RFP process. Assuming the City Council approves the Kluber agreement in January, the staff would work with Kluber to draft a construction manager RFP and prepare a list of firms to receive direct solicitations to submit a proposal in February and March. Staff would conduct interviews soon thereafter with the hope of bringing a recommendation to City Council for consideration in April. Simultaneously with the selection of the construction manager, the City Council will be asked for feedback or decisions on how we will structure the contract as it relates to the construction manager being at risk or not, how guaranteed minimum pricing, change orders, and allowances will work, and how the bid packages will be broken up and held by the construction manager. Representatives from Kluber will give an overview of these options at the City Council meeting if requested, or later in the construction manager selection process.

Recommendation

Staff recommends approval of the agreements with EEI for site development design services and Kluber, Inc. for architectural services for the proposed Public Works and Parks facility.

Resolution No. 2024-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
APPROVING AN AGREEMENT WITH KLUBER, INC. FOR THE
DESIGN OF A PUBLIC WORKS FACILITY**

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

WHEREAS, the City has acquired property commonly known as Lot 4 of the Yorkville Business Center on Boombah Boulevard for the purpose of constructing an 87,000 square foot public works facility (the “PW Facility”); and

WHEREAS, to design the new PW Facility, the City considered receiving various proposals from architectural firms with which it worked in the past and upon due consideration determined that Kluber Inc. of Aurora, Illinois has the expertise necessary to undertake this project; and

WHEREAS, after discussion and review of the Schematic Design submitted by Kluber, Inc., the City Administrator, City Engineer and the City Public Works Director are prepared to recommend that the Mayor and City Council approve the Agreement with Kluber, Inc. in the form attached hereto.

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

Section 1. That the AIA Document 8133-209, being a standard form of Agreement Between Owner and Architect, by and between the United City of Yorkville and Kluber, Inc. attached hereto and made a part hereof by this reference is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the United City of Yorkville.

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

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

AIA[®] Document B133[®] – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the _____ day of February in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560

and the Architect:
(Name, legal status, address, and other information)

Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

for the following Project:
(Name, location, and detailed description)

1370 – United City of Yorkville – New Public Works Facility

The Construction Manager (if known):
(Name, legal status, address, and other information)

To be determined. Not selected at the time of this Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017[™], General Conditions of the Contract for Construction; A133–2019[™] Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019[™] Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201[™]–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Program and limited Schematic Design deliverable has been completed by Kluber, Inc. titled 'Yorkville Maintenance Facility' dated November 14, 2022.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The proposed facility as presented in § 1.1.1 above is approximately 87,000 square feet on Lot 4 of the Yorkville Business Center of Boombah Boulevard. A follow-up meeting with the Owner on October 17, 2023, it was determined to progress into the full Schematic Design Phase to simplify the building footprint and possibly reduce the overall square footage in order to reduce the budget for the Cost of the Work.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Architect's preliminary assumption (with site development) is twenty million dollars. (\$20,000,00000). This budget will be used for Architect's preliminary fee calculations for the Stipulated Sum for Basic Services noted in § 11.1.1. The compensation for Basic Services will be reviewed and finalized at the end of the Schematic Design Phase and adjusted (if required) as mutually agreed between Owner and Architect.

Init.

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User Notes:

(1901492567)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design: March 2024
Design Development: May 2024
Construction Documents: July 2024
Procurement: July/August 2024

.2 Construction commencement date:

September 2024

.3 Substantial Completion date or dates:

July 2025, to be confirmed by Owner and Construction Manager.

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Not anticipated.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Bart Olson
City Administrator
United City of Yorkville

651 Prairie Pointe Drive
Yorkville, IL 60560

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

None

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

To be determined.

- .2 Land Surveyor:

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

- .3 Geotechnical Engineer:

Contracted through Engineering Enterprises, Inc.
Rubino Engineering, Inc.
425 Shepard Drive
Elgin, IL 60123

- .4 Civil Engineer:

Engineering Enterprises, Inc. (Civil Engineering & Landscape Design)
52 Wheeler Road
Sugar Grove, IL 60554

- .5 Other consultants and contractors:

(List any other consultants and contractors retained by the Owner.)

Construction Material Testing (To be determined).

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Chris Hansen, AIA
Project Manager
Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

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§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Jeffrey Bruns
Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

.2 Mechanical Engineer:

Donald Ware
Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

.3 Electrical Engineer:

Michael Kluber
Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

§ 1.1.12.2 Consultants retained under Supplemental Services:

Integrity Environmental Services, Inc (Fuel Station)
1220 Iroquois Avenue, Suite 100
Naperville, IL 60563

Commissioning
TBD

§ 1.1.13 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA

Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero (\$ 1,000,000.00) each accident, One Million Dollars and Zero (\$ 1,000,000.00) each employee, and One Million Dollars and Zero (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero (\$ 2,000,000.00) per claim and Five Million Dollars and Zero (\$ 5,000,000.00) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional

insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or

procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design

Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Procurement Phase Services

§ 3.6.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any.

(Paragraphs deleted)

§ 3.6.2 Competitive Bidding

§ 3.6.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

(Paragraph deleted)

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 providing PDF files of the Bidding Documents to the Construction Manager for their distribution to prospective bidders;

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- .2 attend a pre-bid conference for prospective bidders organized and conducted by the Construction Manager;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the Construction Manager for the prospective bidders in the form of addenda; and
- .4 attend the opening of bids organized and conducted by the Construction Manager, Construction Manager to document and distribute the bidding results, as directed by the Owner.

§ 3.6.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.7 Construction Phase Services

§ 3.7.1 General

§ 3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.7.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.7.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.7.2 Evaluations of the Work

(Paragraph deleted)

§ 3.7.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

(Paragraph deleted)

§ 3.7.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.7.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.7.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

(Paragraph deleted)

§ 3.7.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

(Paragraph deleted)

§ 3.7.3 Certificates for Payment to Construction Manager

(Paragraph deleted)

§ 3.7.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.7.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.7.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

(Paragraph deleted)

§ 3.7.4 Submittals

(Paragraph deleted)

§ 3.7.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.7.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(Paragraph deleted)

§ 3.7.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the

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appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.7.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

(Paragraphs deleted)

§ 3.7.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

(Paragraph deleted)

§ 3.7.5 Changes in the Work

(Paragraphs deleted)

§ 3.7.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

(Paragraphs deleted)

§ 3.7.5.2 The Architect shall maintain records relative to changes in the Work.

(Paragraph deleted)

§ 3.7.6 Project Completion

(Paragraph deleted)

§ 3.7.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.7.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.7.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.7.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.7.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager (Part of Basic Services)	Architect
§ 4.1.1.2 Programming (Completed by Architect)	Architect
§ 4.1.1.3 Final Update of Preliminary Designs (Part of Basic Services)	Architect
<i>(Row deleted)</i>	
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning (Completed by Architect)	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Owner
§ 4.1.1.10 Landscape design	Owner
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating (after Schematic Design Phase)	Construction Manager
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction (Part of Basic Services)	Architect
§ 4.1.1.16 As-designed record drawings (Part of Basic Services)	Architect
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect’s coordination of the Owner’s consultants. Limited to as required for the Architect to prepare its Instruments of Service.	Architect

(Row deleted)

§ 4.1.1.22 Telecommunications/data design (Limited)	Architect
§ 4.1.1.23 Security evaluation and planning	Architect
§ 4.1.1.24 Commissioning	Architect
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided
§ 4.1.1.30 Audio/Visual Systems Design	Owner
§ 4.1.1.31 Fuel Station Design	Architect
§ 4.1.1.32 Site Storage Bin Design	Architect
§ 4.1.1.33 Salt Dome Design	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§4.1.2.1.1 **Programing:** Completed by Architect under separate contract.

§4.1.2.1.2 **Site evaluation and planning:** Completed by Architect under separate contract.

§4.1.2.1.3 **Architectural Interior Design:**

- Preliminary interior design product selections for interior finishes including color options and recommended building placement to Owner for approval.
- Refine interior design selections based upon initial Owner input.
- Present final interior design selections to the Owner for formal approval.
- Document final interior design color selections on the contract documents prior to bidding.
- Note: Built-in casework design is included for the building as part of Basic Services.

§4.1.2.1.4 **Architect's Coordination of Owner's Consultants:** Coordination of Owner's consultants as required to complete Architect's Instruments of Service. Anticipated to be Owner's civil engineer, landscape designer and geotechnical engineer.

§4.1.2.1.5 **Telecommunications/Data Systems Design:**

- Design includes interior building communications wiring, jack terminations, patch panels and associated MDF rack design and specifications.
- All other "Telecommunications and data equipment" will be provided by others. This includes but is not limited to: routers, servers, switches, UPS units, and phone systems and handsets and desktop/laptop computers.

§4.1.2.1.6 **Door Control : Security Systems Design:**

- Meet with the Owner to develop physical security objectives for Site Security, Access Control, and Surveillance and identify security measures to meet the identified objectives.
- Design and develop specifications for physical security systems including Door Access Control and Monitoring, Video Surveillance System and other security systems.
- Conduct reviews with staff to confirm system performance, parameters, and attributes, along with equipment locations.
- The design will include the structural cabling system and hardware to support associated security systems.

§ 4.1.2.1.7 **Commissioning:** Architect will retain Consultant for Commissioning services. Scope TBD.

§ 4.1.2.1.8 **Furniture, furnishings, and equipment design:** General layout of furniture for purposes of function and connection locations for the office area. Furniture bid package is not included. Owner agrees to purchase from a government purchasing contract and will identify which furniture vendor will be assigned to coordinate purchase and design layout with Architect.

- Permanent garage equipment will be included as part of Basic Services and will be included in the bidding documents. This fixed equipment includes the following equipment:
 - Fixed lifts
 - Lubrication and fluid equipment
 - Wash bay equipment
- Conduct reviews with staff to confirm system performance, parameters, and attributes, along with equipment locations.
- The design will include the structured cabling system and hardware to support associated security systems.
- Design supplementary electrical, technology and structural services for visual/environmental display and other A/V systems

§ 4.1.2.1.9 **Fuel Station design:** Architect will retain Integrity Environmental Services, Inc. for the fueling station.

§ 4.1.2.1.10 **Site material storage bin design:** Architect provide design services for the site material storage bins.

§ 4.1.2.1.11 **Salt Dome design:** Architect will provide performance based specifications for salt dome structure.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

None.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to

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- requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
 - .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
 - .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
 - .11 Assistance to the Initial Decision Maker, if other than the Architect;
 - .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
 - .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
 - .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
 - .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 36 (thirty-six) visits to the site by the Architect during construction assuming a construction duration of 18 months.
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within 24 (twenty-four) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall

require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager,

shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, including consequential damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, including consequential damages, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

(Paragraph deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement

shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$1,362,400.00 (One million three-hundred sixty-two thousand four hundred dollars) based on the Cost of Work noted (excluding the site improvements) as noted in §1.1.3.

Note: This Stipulated Sum includes a \$17,600.00 credit for limited Schematic Design Phase services previously completed under separate contract.

- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 4.1.1.2 Programming:	Completed under separate contract.
§ 4.1.1.6 Site evaluation and planning:	Completed under separate contract.
§ 4.1.1.11 Architectural Interior Design	\$17,400.00**
§ 4.1.1.21 Architects coordination of the Owner's consultants	\$24,450.00**
§ 4.1.1.22 Telecommunications/data design	\$21,750.00**
§ 4.1.1.23 Security evaluation and planning:	\$14,790.00**
§ 4.1.1.24 Commissioning (TBD)	\$25,000.00 (Allowance)
§ 4.1.1.27 Furniture, furnishings, and equipment design	\$13,050.00**
§ 4.1.1.31 Fuel Station design (Integrity Environmental Services, Inc.)	\$25,730.00**
§ 4.1.1.32 Storage Bin Design	\$15,750.00**
§ 4.1.1.33 Salt Dome Design (delegated design)	\$9,750.00**

** Denotes will be billed in proportion to Basic Services Phases noted in § 11.5.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

At Architect's hourly billing rates as set forth in § 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty-eight	percent (28	%)
Construction Documents Phase	Thirty-six	percent (36	%)
Procurement Phase	One		1	%
Construction Phase	Twenty	percent (20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Kluber Architects + Engineers Staff	Hourly Rate
Principal.....	\$225.00
Project Manager.....	\$175.00
Project Mechanical Engineer III.....	\$165.00
Project Mechanical Engineer II.....	\$140.00
Project Mechanical Engineer I.....	\$115.00
Project Electrical Engineer III.....	\$165.00
Project Electrical Engineer II.....	\$140.00
Project Electrical Engineer I.....	\$115.00
Project Structural Engineer III.....	\$165.00
Project Structural Engineer II.....	\$140.00
Project Structural Engineer I.....	\$115.00
Project Technologist.....	\$165.00
Project Architect III.....	\$135.00
Project Architect II.....	\$115.00
Project Architect I.....	\$95.00
Interior Designer III.....	\$115.00
Interior Designer II.....	\$95.00
Interior Designer I.....	\$75.00
Construction Observer.....	\$95.00
Senior Project Coordinator.....	\$75.00
Project Coordinator.....	\$55.00
Mark-up for hourly Projects (indirect costs, OH & P).....	20.0%

Init.

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.0 %) of the expenses incurred. Estimated to be \$4,500.00 (excludes Owner's consultants).

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's

(Paragraphs deleted)

invoice but in the event no later than as required by statute for governmental entities.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 **Limitation of Liability:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted

by law, the total liability, in the aggregate, of Kluber, Inc.'s officers, directors, partners, employees, agents, and Kluber's Consultants, and any of them to Owner/Client and anyone claiming by, through, or under Owner/Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Subagreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kluber's officers, directors, partners, employees, agents, or Kluber's Consultants, or any of them shall not exceed the total amount of two times fee, excluding reimbursable expenses, up to the and not exceeding the insurance policy limits. The services provided herein are governed solely with regards to permanent building codes only, compliance with OSHA regulations is specifically excluded.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

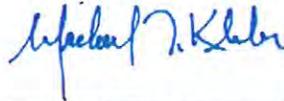
- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
 - AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)
 - Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

John Purcell, Mayor

(Printed name and title)



ARCHITECT (Signature)

Michael T. Kluber, President

(Printed name, title, and license number, if required)

Int.

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User Notes:

(1901492567)

Additions and Deletions Report for **AIA® Document B133® – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:22:40 ET on 01/12/2024.

PAGE 1

AGREEMENT made as of the day of February in the year Two Thousand Twenty-Four

...

United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560

...

Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

...

1370 – United City of Yorkville – New Public Works Facility

...

To be determined. Not selected at the time of this Agreement.

PAGE 2

The Program and limited Schematic Design deliverable has been completed by Kluber, Inc. titled 'Yorkville Maintenance Facility' dated November 14, 2022.

...

The proposed facility as presented in § 1.1.1 above is approximately 87,000 square feet on Lot 4 of the Yorkville Business Center of Boombah Boulevard. A follow-up meeting with the Owner on October 17, 2023, it was determined to progress into the full Schematic Design Phase to simplify the building footprint and possibly reduce the overall square footage in order to reduce the budget for the Cost of the Work.

...

Architect's preliminary assumption (with site development) is twenty million dollars. (\$20,000,00000). This budget will be used for Architect's preliminary fee calculations for the Stipulated Sum for Basic Services noted in § 11.1.1. The compensation for Basic Services will be reviewed and finalized at the end of the Schematic Design Phase and adjusted (if required) as mutually agreed between Owner and Architect.

PAGE 3

Schematic Design: March 2024

Design Development: May 2024
Construction Documents: July 2024
Procurement: July/August 2024

...

September 2024

...

July 2025, to be confirmed by Owner and Construction Manager.

...

[] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

Not anticipated.

...

None

...

Bart Olson
City Administrator
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560
PAGE 4

None

...

To be determined.

...

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

...

Contracted through Engineering Enterprises, Inc.
Rubino Engineering, Inc.
425 Shepard Drive
Elgin, IL 60123

...

Engineering Enterprises, Inc. (Civil Engineering & Landscape Design)

52 Wheeler Road
Sugar Grove, IL 60554

...

Construction Material Testing (To be determined).

...

Chris Hansen, AIA
Project Manager
Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506
PAGE 5

Jeffrey Bruns
Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

...

Donald Ware
Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

...

Michael Kluber
Kluber, Inc.
41 W. Benton Street
Aurora, IL 60506

...

Integrity Environmental Services, Inc (Fuel Station)
1220 Iroquois Avenue, Suite 100
Naperville, IL 60563

Commissioning
TBD

...

N/A
PAGE 6

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero (\$ 1,000,000.00) each accident, One Million Dollars and Zero (\$ 1,000,000.00) each employee, and One Million Dollars and Zero (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero (\$ 2,000,000.00) per claim and Five Million Dollars and Zero (\$ 5,000,000.00) in the aggregate.

PAGE 9

~~§ 3.6 Construction Phase Services~~

~~§ 3.6 Procurement Phase Services~~

~~The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any.~~

~~§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™ 2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201 2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201 2017 shall mean the Construction Manager.~~

~~§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.~~

~~§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.~~

~~§ 3.6.2 Evaluations of the Work~~

~~§ 3.6.2 Competitive Bidding~~

~~§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work. Bidding Documents shall consist of bidding requirements and proposed Contract Documents.~~

~~§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing~~

~~of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.~~

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 providing PDF files of the Bidding Documents to the Construction Manager for their distribution to prospective bidders;
- .2 attend a pre-bid conference for prospective bidders organized and conducted by the Construction Manager;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the Construction Manager for the prospective bidders in the form of addenda; and
- .4 attend the opening of bids organized and conducted by the Construction Manager, Construction Manager to document and distribute the bidding results, as directed by the Owner.

~~§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.~~

§ 3.7 Construction Phase Services

§ 3.7.1 General

§ 3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.7.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.7.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.7.2 Evaluations of the Work

~~§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

§ 3.7.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

~~§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.~~

§ 3.7.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.7.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.7.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

~~§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.~~

§ 3.7.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

~~§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.~~

§ 3.7.3 Certificates for Payment to Construction Manager

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.7.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.7.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.4 Submittals

§ 3.7.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

~~§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.~~

§ 3.7.4 Submittals

~~§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.~~

§ 3.7.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.7.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

~~§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely~~

~~upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.~~

§ 3.7.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.7.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

~~§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.~~

~~§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.~~

§ 3.7.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

~~§ 3.6.5 Changes in the Work~~

~~§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.~~

§ 3.7.5 Changes in the Work

~~§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.~~

~~§ 3.6.6 Project Completion~~

~~§ 3.6.6.1 The Architect shall:~~

- ~~.1 — conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;~~
- ~~.2 — issue Certificates of Substantial Completion;~~
- ~~.3 — forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and~~
- ~~.4 — issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.~~

§ 3.7.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

~~§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.~~

~~§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.~~

§ 3.7.5.2 The Architect shall maintain records relative to changes in the Work.

~~§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.~~

§ 3.7.6 Project Completion

~~§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.~~

§ 3.7.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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§ 3.7.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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§ 4.1.1.1 Assistance with Selection of Construction Manager (Part of Basic Services)	Architect
§ 4.1.1.2 Programming (Completed by Architect)	Architect
§ 4.1.1.3 Final Update of Preliminary Designs (Part of Basic Services)	Architect
§ 4.1.1.3 Multiple Preliminary Designs	
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning (Completed by Architect)	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Owner
§ 4.1.1.10 Landscape design	Owner
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating (after Schematic Design Phase)	Construction Manager
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction (Part of Basic Services)	Architect
§ 4.1.1.16 As-designed record drawings (Part of Basic Services)	Architect
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants. Limited to as required for the Architect to prepare its Instruments of Service.	Architect
§ 4.1.1.21 Architect's coordination of the Owner's consultants	
§ 4.1.1.22 Telecommunications/data design (Limited)	Architect
§ 4.1.1.23 Security evaluation and planning	Architect
§ 4.1.1.24 Commissioning	Architect
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided
§ 4.1.1.30 Audio/Visual Systems Design	Owner
§ 4.1.1.31 Fuel Station Design	Architect
§ 4.1.1.32 Site Storage Bin Design	Architect
§ 4.1.1.33 Salt Dome Design	Architect

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§4.1.2.1.1 Programing: Completed by Architect under separate contract.

§4.1.2.1.2 Site evaluation and planning: Completed by Architect under separate contract.

§4.1.2.1.3 Architectural Interior Design:

- Preliminary interior design product selections for interior finishes including color options and recommended building placement to Owner for approval.

- Refine interior design selections based upon initial Owner input.
- Present final interior design selections to the Owner for formal approval.
- Document final interior design color selections on the contract documents prior to bidding.
- Note: Built-in casework design is included for the building as part of Basic Services.

§4.1.2.1.4 Architect's Coordination of Owner's Consultants: Coordination of Owner's consultants as required to complete Architect's Instruments of Service. Anticipated to be Owner's civil engineer, landscape designer and geotechnical engineer.

§4.1.2.1.5 Telecommunications/Data Systems Design:

- Design includes interior building communications wiring, jack terminations, patch panels and associated MDF rack design and specifications.
- All other "Telecommunications and data equipment" will be provided by others. This includes but is not limited to: routers, servers, switches, UPS units, and phone systems and handsets and desktop/laptop computers.

§4.1.2.1.6 Door Control : Security Systems Design:

- Meet with the Owner to develop physical security objectives for Site Security, Access Control, and Surveillance and identify security measures to meet the identified objectives.
- Design and develop specifications for physical security systems including Door Access Control and Monitoring, Video Surveillance System and other security systems.
- Conduct reviews with staff to confirm system performance, parameters, and attributes, along with equipment locations.
- The design will include the structural cabling system and hardware to support associated security systems.

§ 4.1.2.1.7 Commissioning: Architect will retain Consultant for Commissioning services. Scope TBD.

§ 4.1.2.1.8 Furniture, furnishings, and equipment design: General layout of furniture for purposes of function and connection locations for the office area. Furniture bid package is not included. Owner agrees to purchase from a government purchasing contract and will identify which furniture vender will be assigned to coordinate purchase and design layout with Architect.

- Permanent garage equipment will be included as part of Basic Services and will be included in the bidding documents. This fixed equipment includes the following equipment:
 - Fixed lifts
 - Lubrication and fluid equipment
 - Wash bay equipment
- Conduct reviews with staff to confirm system performance, parameters, and attributes, along with equipment locations.
- The design will include the structured cabling system and hardware to support associated security systems.
- Design supplementary electrical, technology and structural services for visual/environmental display and other A/V systems

§ 4.1.2.1.9 Fuel Station design: Architect will retain Integrity Environmental Services, Inc. for the fueling station.

§ 4.1.2.1.10 Site material storage bin design: Architect provide design services for the site material storage bins.

§ 4.1.2.1.11 Salt Dome design: Architect will provide performance based specifications for salt dome structure.

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None.

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- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 36 (thirty-six) visits to the site by the Architect during construction assuming a construction duration of 18 months.
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

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§ 4.2.5 If the services covered by this Agreement have not been completed within 24 (twenty-four) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, including consequential damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, including consequential damages, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

...

[X] Litigation in a court of competent jurisdiction

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~~§ 8.3 Arbitration~~

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

~~§ 8.4~~ The provisions of this Article 8 shall survive the termination of this Agreement.

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

...

None

...

None

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\$1,362,400.00 (One million three-hundred sixty-two thousand four hundred dollars) based on the Cost of Work noted (excluding the site improvements) as noted in §1.1.3.

Note: This Stipulated Sum includes a \$17,600.00 credit for limited Schematic Design Phase services previously completed under separate contract.

...

<u>§ 4.1.1.2 Programming:</u>	<u>Completed under separate contract.</u>
<u>§ 4.1.1.6 Site evaluation and planning:</u>	<u>Completed under separate contract.</u>
<u>§ 4.1.1.11 Architectural Interior Design</u>	<u>\$17,400.00**</u>
<u>§ 4.1.1.21 Architects coordination of the Owner's consultants</u>	<u>\$24,450.00**</u>
<u>§ 4.1.1.22 Telecommunications/data design</u>	<u>\$21,750.00**</u>
<u>§ 4.1.1.23 Security evaluation and planning:</u>	<u>\$14,790.00**</u>
<u>§ 4.1.1.24 Commissioning (TBD)</u>	<u>\$25,000.00 (Allowance)</u>
<u>§ 4.1.1.27 Furniture, furnishings, and equipment design</u>	<u>\$13,050.00**</u>
<u>§ 4.1.1.31 Fuel Station design (Integrity Environmental Services, Inc.)</u>	<u>\$25,730.00**</u>
<u>§ 4.1.1.32 Storage Bin Design</u>	<u>\$15,750.00**</u>
<u>§ 4.1.1.33 Salt Dome Design (delegated design)</u>	<u>\$9,750.00**</u>

** Denotes will be billed in proportion to Basic Services Phases noted in § 11.5.

...

At Architect's hourly billing rates as set forth in § 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as follows:

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Schematic Design Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Design Development Phase	<u>Twenty-eight</u>	percent (<u>28</u>	%)

Construction Documents Phase	<u>Thirty-six</u>	percent (<u>36</u>	%)
<u>Procurement Phase</u>	<u>One</u>		<u>1</u>	%
Construction Phase	<u>Twenty</u>	percent (<u>20</u>	%)

...

<u>Kluber Architects + Engineers Staff</u>	<u>Hourly Rate</u>
Principal.....	\$225.00
Project Manager.....	\$175.00
Project Mechanical Engineer III.....	\$165.00
Project Mechanical Engineer II.....	\$140.00
Project Mechanical Engineer I.....	\$115.00
Project Electrical Engineer III.....	\$165.00
Project Electrical Engineer II.....	\$140.00
Project Electrical Engineer I.....	\$115.00
Project Structural Engineer III.....	\$165.00
Project Structural Engineer II.....	\$140.00
Project Structural Engineer I.....	\$115.00
Project Technologist.....	\$165.00
Project Architect III.....	\$135.00
Project Architect II.....	\$115.00
Project Architect I.....	\$95.00
Interior Designer III.....	\$115.00
Interior Designer II.....	\$95.00
Interior Designer I.....	\$75.00
Construction Observer.....	\$95.00
Senior Project Coordinator.....	\$75.00
Project Coordinator.....	\$55.00
Mark-up for hourly Projects (indirect costs, OH & P).....	20.0%

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- ~~.1~~ — Transportation and authorized out of town travel and subsistence;
- ~~.2~~ — Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- ~~.3~~ — Permitting and other fees required by authorities having jurisdiction over the Project;

...

- ~~.8~~ If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- ~~.9~~ — All taxes levied on professional services and on reimbursable expenses;
- ~~.10~~ — Site office expenses;
- ~~.11~~ — Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- ~~.12~~ — Other similar Project related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.0 %) of the expenses incurred. Estimated to be \$4,500.00 (excludes Owner's consultants).

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. ~~Amounts unpaid (—) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~
(Insert rate of monthly or annual interest agreed upon.)

~~—%—invoice but in the event no later than as required by statute for governmental entities.~~

...

§ 12.1 Limitation of Liability: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Kluber, Inc.'s officers, directors, partners, employees, agents, and Kluber's Consultants, and any of them to Owner/Client and anyone claiming by, through, or under Owner/Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Subagreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kluber's officers, directors, partners, employees, agents, or Kluber's Consultants, or any of them shall not exceed the total amount of two times fee, excluding reimbursable expenses, up to the and not exceeding the insurance policy limits. The services provided herein are governed solely with regards to permanent building codes only, compliance with OSHA regulations is specifically excluded.

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John Purcell, Mayor

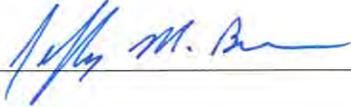
Michael T. Kluber, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jeffrey M. Bruns, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:22:40 ET on 01/12/2024 under Order No. 4104245145 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



(Title)

Project Manager

(Dated)

01/12/2024



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: January 18, 2024
Subject: Public Works and Parks facility – Kluber and EEI agreements

Summary

Consideration of an agreement with Kluber, Inc for architectural services and EEI for site development design services for the proposed Public Works and Parks facility.

Background

This item was last discussed at the January 2024 Public Works Committee meeting. At that meeting, the committee heard a verbal report from staff about the contents of the attached agreements with EEI and Kluber for services related to the proposed Public Works and Parks facility. In short, in order to assist the City Council with some final decision making on scope and timing of the construction of the Public Works and Parks facility, the City needs to engage both Kluber and EEI via the attached contracts.

EEI agreement

In general, EEI's agreement will cover all design, paperwork, and planning for most of the components of a Public Works and Parks facility that are outside of the footprint of the building. It is broken into two phases, preliminary engineering at an estimated cost of \$76,221 and final engineering at an estimated cost of \$107,465. Both phases will include various scope components like budget tracking, attending project meetings, topography and boundary surveys, base map file creation, JULIE coordination, creation of preliminary or final engineering plans, assisting with the design of material storage bins, preparation and submittal of storm water reports, preparation of engineer's estimate of probably construction cost, coordinating review with external regulatory agencies and coordinating outsourced soil borings, geotechnical work, and landscape plans.

EEI's proposed fees are in line with staff expectations and can be covered within the FY 24 budget amount proposed for Public Works and Parks Facility planning. No budget amendment is required.

Kluber agreement

In general, Kluber's agreement will take the City all the way from schematic design phase (big picture planning and drawings used by the City Council to facilitate final decisions on scope and cost of building), to design development phase (details of building layout and appearance), to preparation of construction documents, to participation in the procurement phase, and finally construction management assistance. If the City Council moves forward with the

Kluber contract as drafted, the earliest recommended timeline for bidding is September 2024, with potential construction in mid-2025.

Unlike the variable fee arrangement utilized in the Cordogan Clark agreement for Prairie Pointe renovations, Kluber is proposing a flat fee of \$1,362,400 with a \$17,600 credit for work already completed by the City during the last space needs analysis. Assuming the City Council moves forward with a \$20m to \$22m project, that would put the fees in the 6.2% to 6.8% range. Reiterating, Kluber is proposing a fixed fee – so if the City Council decides to increase or decrease the planned budget for the building (either through pre-bid decision making or through construction change orders), Kluber’s fee should not change. The staff, including Code Official Pete Ratos, have reviewed local, state, and federal governmental standards as well as trends in private development for architectural contracts and determined this fee is reasonable for the size and complexity of the project. This fee can be covered within the FY 24 budget amount proposed for Public Works and Parks Facility planning, and no budget amendment is required.

Kluber agreement – construction methodology

Kluber’s architectural agreement contemplates the City using a construction manager process. This determination was made after consultation with staff. While the City was able to use the Oswego-Yorkville shared Facility Manager for the Prairie Pointe project, the Public Works and Parks facility project will be much larger and more complex. Because of this, we’re recommending hiring a major regional or national construction firm to serve as the lead under the construction management process.

This construction manager would be selected by the City through an open RFP process. Assuming the City Council approves the Kluber agreement in January, the staff would work with Kluber to draft a construction manager RFP and prepare a list of firms to receive direct solicitations to submit a proposal in February and March. Staff would conduct interviews soon thereafter with the hope of bringing a recommendation to City Council for consideration in April. Simultaneously with the selection of the construction manager, the City Council will be asked for feedback or decisions on how we will structure the contract as it relates to the construction manager being at risk or not, how guaranteed minimum pricing, change orders, and allowances will work, and how the bid packages will be broken up and held by the construction manager. Representatives from Kluber will give an overview of these options at the City Council meeting if requested, or later in the construction manager selection process.

Recommendation

Staff recommends approval of the agreements with EEI for site development design services and Kluber, Inc. for architectural services for the proposed Public Works and Parks facility.

Agreement for Professional Services Yorkville Public Works Building

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 survey and engineering services for the proposed public works building and associated site improvements on Lot 4 in the Yorkville Business Center off Boombah Boulevard as indicated on Attachment C and Attachment D in the location shown on Attachment F. Construction Engineering services are not included and would be provided in a separate agreement. All Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the 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 (Preliminary) and Attachment D (Final). For Attachment C (Preliminary), the Yorkville Public Works Building will be paid for as a Lump Sum in the amount of \$63,171, and Direct Expenses are estimated in the amount of \$13,050 for a **Preliminary Engineering total of \$76,221**. For Attachment D (Final), the Yorkville Public Works Building will be paid for as a Lump Sum in the amount of \$78,215, and Direct Expenses are estimated in the amount of \$29,250 for a **Final Engineering total of \$107,465**. The hourly rates for this project are shown in the attached 2023 Standard Schedule of Charges. All payments will be made accordingly 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 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 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 – Preliminary*
- Attachment D:** *Estimated Level of Effort and Associated Cost - Final*
- Attachment E:** *Location Map*
- Attachment F:** *Anticipated Project Schedule*
- Attachment G:** *2023 Standard Schedule of Charges*

L. Notices:

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

For the *City*:

For the ENGINEER:

*City Administrator and City Clerk
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60115*

*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 _____, 20__.

United City of Yorkville:

Engineering Enterprises, Inc.:

*John Purcell
Mayor*

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

*Jori Behland
City Clerk*

*Curtis P. Dettmann, P.E.
Senior Project Manager*



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.



**Yorkville Public Works Building
United City of Yorkville, IL
Professional Services Agreement - Design Engineering**

Attachment B – Scope of Services

The United City of Yorkville desires to design a new public works building and associated site improvements on Lot 4 of the Yorkville Business Center off Boombah Boulevard. An exhibit depicting the conceptual design of the proposed building and site improvements is attached. The work items to complete the design are as follows:

PRELIMINARY DESIGN ENGINEERING – YORKVILLE PUBLIC WORKS BUILDING

1.1 Project Management and Coordination

- Budget Tracking
- Management of Personnel and the Engineering Contract
- Coordination with the City, Architect, and Sub-Consultants

1.2 Project Meetings

- Project Kick-Off Meeting Between the City, EEI, Architect, and Sub-Consultants (as needed)
- Three (3) Virtual Progress Meetings Between the City, EEI, Architect, and Sub-Consultants (as needed)
- Three (3) In-Person Progress Meeting Between the City, EEI, Architect, and Sub-Consultants (as needed)

1.3 Topographic and Boundary Survey

- Field Survey of Lot 4 in Yorkville Business Center including adjacent parkway and Boombah Boulevard.
- Boundary Survey of Project Limits
- Drafting to Create Base File

1.4 Dry Utility Coordination

- Design JULIE
- Preliminary Plan Submission and Coordinate with Private Utilities

1.5 Preliminary Plans and Estimates

- Preparation of Preliminary Engineering Plans
- Assist Architect with Design of Material Storage Bins and Salt Dome
- Preparation of a Preliminary Storm Water Report
- Preparation of a Preliminary Engineer's Opinion of Probable Construction Cost
- Preliminary Plan Submittal to the City

DIRECT EXPENSES

The following scope of services will be provided by EEI's subconsultant's:

- Additional Soil Borings and Geotechnical Report – Rubino (Scope in Exhibit A)
- Preparation of Preliminary Landscape Architecture Plans – Hey and Associates, Inc. (Scope in Exhibit B)



FINAL DESIGN ENGINEERING – YORKVILLE PUBLIC WORKS BUILDING

2.1 Project Management and Coordination

- Budget Tracking
- Management of Personnel and the Engineering Contract
- Coordination with the City, Architect, and Sub-Consultants

2.2 Project Meetings

- Three (3) Virtual Progress Meetings Between the City, EEI, Architect, and Sub-Consultants (as needed)
- Three (3) In-Person Progress Meetings Between the City, EEI, and Architect

2.3 Dry Utility Coordination

- Coordinate Design with Dry Utility Companies including but not limited to AT&T, Nicor, Comcast, and ComEd
- Preparation of Drawings and Exhibits

2.4 Final Plans, Specifications, and Estimates

- Preparation of 90%, and 100% Engineering Plans
- Assist Architect with Design of Material Storage Bins and Salt Dome
- Preparation of a Final Storm Water Report
- Preparation of Final Engineer's Opinion of Probable Construction Cost

2.5 Regulatory Agency Coordination and Permitting

- Prepare Storm Water Permit Application
- Prepare IHPA and IDNR Endangered Species Applications
- Prepare IEPA NPDES NOI Construction Permit Application
- Prepare IEPA Sanitary and Watermain Permit Applications
- Prepare Yorkville - Bristol Sanitary District Permit Application

2.6 Bidding Coordination

- Attend Pre-Bid Meeting
- Address Bid Questions and Prepare Addenda
- Attend Bid Opening

DIRECT EXPENSES

The following scope of services will be provided by EEI's subconsultant's:

- Additional Soil Borings and Geotechnical Report – Rubino Engineering (Scope in Exhibit A)
- Preparation of Final Landscape Architecture Plans – Hey and Associates, Inc. (Scope in Exhibit B)

EXCLUSIONS

The above scope of services for the Yorkville Public Works Building excludes the following:

- Contract Preparation and Bidding Documents (To be Completed by CM)
- Easement Negotiations
- Land Acquisition
- Environmental Surveys Including but Not Limited to Tree Surveys
- Plat of Survey or ALTA Survey
- Meetings beyond those shown (can be attended on a per meeting basis)
- Wetland delineation, mitigation, or permitting



- Floodplain study or permitting
- Construction Phase Services

The above scope for “Yorkville Public Works Building” 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.





December 7, 2023

To: Curtis P. Dettmann, P.E.
Senior Project Manager
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554

Re: Proposal - Geotechnical Exploration
Proposed Yorkville Public Works
Additional Borings
Boombah Boulevard
Yorkville, Illinois

Proposal No. Q23.574g

Via email: CDettmann@eeiweb.com

Dear Mr. Dettmann,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Curtis P. Dettmann of Engineering Enterprises, Inc. (EEI) via phone on December 1, 2023.

PROJECT UNDERSTANDING

Rubino understands that Engineering Enterprises, Inc. is requesting additional soil borings for the new Yorkville Public Works building. Under Rubino project number G22.179, Rubino previously completed seven (7) soil borings and submitted a preliminary geotechnical report dated September 12, 2022. EEI has requested Rubino provide a scope for one initial mobilization and drilling to furnish information for certain aspects of the site that may not change or alter much in locations, and a secondary mobilization and drilling once site locations are finalized.

Information received:

- RFP phone from Curtis P. Dettmann of Engineering Enterprises, Inc. on December 1, 2023.
- Project Description - "20231130105632" prepared by Engineering Enterprises, Inc.

Structural Loads / Pavement Design Criteria received: none; however this proposal is based on the following:

- Maximum column load estimate: 70 to 120 kips
- Maximum wall load estimate: 4 to 6 kips per lineal foot (klf)
- Maximum cut/fill to balance site: 2 feet
- Light Duty Pavement 18-kip ESALS: 30,000
- Heavy Duty Pavement 18-kip ESALS: 60,000
- Pavement Life Expectancy: 15 years
- Storage bins to supported by asphalt or concrete slabs on grade
 - Weight not exceed 500 psf

Field Services Scope of Services Summary

Additional Scope discussion can be found in subsequent pages of this proposal

Private Utility Needed	Not anticipated
Site Access	Open site
Field Equipment / Soil Sampling Method	Track-mounted Geoprobe Drill Rig
Boring Location Plan	Soil boring locations TBD
Soil Sampling	SPT – 2 ½ ft to 15 feet, 5 ft thereafter
Backfill Needs	Cuttings, excess spoils remain on site

Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas. Rubino proposes the drilling scope of work as detailed below:

NUMBER OF BORINGS	DEPTH (FEET BEG*)	LOCATION ON SITE	SPT SAMPLING INTERVALS	SOIL CLASSIFICATION METHOD
10	20	Building (B-01 to B-10)	2 ½ ft 15 ft, 5 ft intervals thereafter	USCS
2	25	Salt Dome (S-01 & S-02)		
1	20	Fuel Station (F-01)		
2	10	Bins Locations (K-01)		

14 Total Borings 290 Total Lineal Feet

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

SCOPE OF SERVICES DISCUSSION

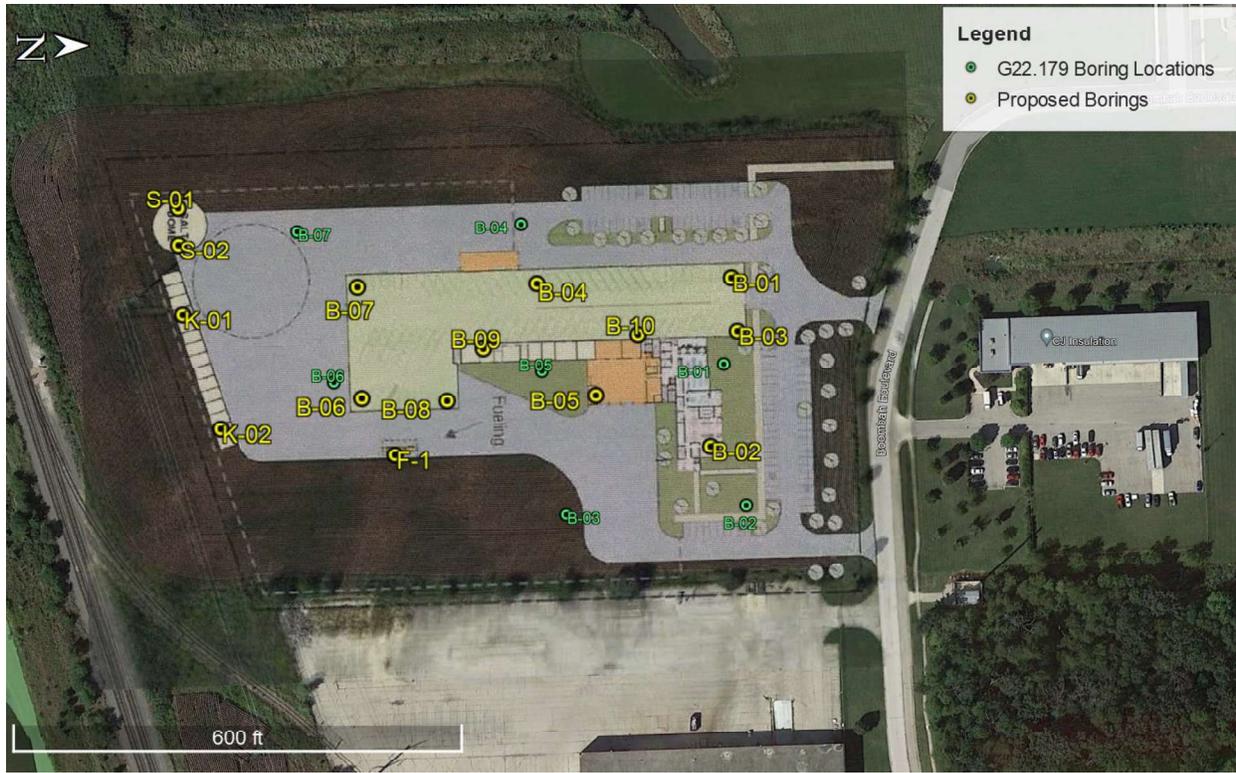
The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino’s current understanding of the project.

Site Access

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe drilling equipment.

Boring Locations

The locations of the additional soil borings have yet to be determined. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.



SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 15 feet and 5 - foot intervals thereafter, as applicable.

If unsuitable bearing soils are encountered within the borings as proposed herein, the borings will be extended an additional 5 feet to attempt to end the borings in suitable soils. If unsuitable soils persist at the end of an additional 5 feet the client will be contacted prior to demobilizing.

Unsuitable soils will be defined by field personnel using the following criteria:

- Cohesive soils with an N value less than or equal to 4.
- Granular soils with an N-value less than 6.
- Black cohesive or silty soil with visible signs of organic matter and / or organic odor and low blow counts as described above.

Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar existing material. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

Geotechnical Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

LABORATORY TEST	ESTIMATED QUANTITY	SAMPLE TYPE
Atterberg Limits	2	Split spoon, bulk, or Shelby Tube
Unconfined Compression Test	1	Shelby Tube
Consolidation Testing	1	Shelby Tube
Natural Moisture Content	98	Cohesive Samples

GEO REPORT

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
- *Summary report to include boring logs, boring location plan, and a paragraph describing the soils as they relate to the suitability to the support the proposed construction*
- *Geotechnical recommendations pertaining to:*
 - *Subgrade preparation and cut / fill recommendations*
 - *Final foundations, including suitable foundation type(s), allowable bearing pressure(s), and estimated settlement for the proposed fuel center, salt dome, and building*
 - *Pavements, including subgrade pavement sections for bituminous and Portland Cement Concrete (PCC) pavements for pavement*
 - *Utilizing borings from Rubino report number G22.179 dated September 12, 2022*
 - *Subgrade stability for support of bin areas*
 - *Seismic design site classification parameters*
- *Construction considerations, including temporary excavation and construction control of water*

An electronic copy of the report will be provided. The report will be addressed to Engineering Enterprises, Inc..

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	10 – 15
Field work including site layout and drilling	5
Laboratory Testing	10 – 12
Preparation of the Geotechnical Report	10

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

UTILITY LOCATE AND OUTSIDE SERVICES

Rubino will coordinate contacting the Utility “One-Call” for public utility clearance prior to the start of drilling activities. It is Rubino’s experience that this service does not mark the locations of privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

Subsurface Exploration	Boring Layout / Utility / PM	\$ 550.00	Lump sum
	Initial Drill Rig Mobilization and Drilling (up to 100 feet of drilling) with Summary Report	\$ 4,500.00	Lump sum
	Secondary Drill Rig Mobilization and Drilling	\$ 9,000.00	Lump sum
Lab	Geotechnical Lab Tests as described above	\$ 1,950.00	Lump sum
Reporting	Preparation of the Geotechnical Report	\$ 4,000.00	Lump sum
		\$20,000.00	Grand Total

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of

services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the use of shallow foundations to support the planned construction and the existence of adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President



Anthony T. Tomaras
Project Manager

**RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

MAL/file

Attachments: Proposal Acceptance and Data Sheet
Schedule of Services and Fees
General Conditions

**This is an electronic copy. Hard Copies of this proposal are available upon request.

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ DAY OF _____ , 202__.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____

2. Project Location: _____

3. Your Job No: _____ Purchase Order No.: _____

4. Project Manager: _____ Telephone No.: _____

5. Site Contact: _____ Telephone No.: _____

6. Number and Distribution of Reports:

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____

Email: _____ Email: _____

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____

Email: _____ Email: _____

7. Invoicing Address: _____

Attn: _____

Email: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.
2023 Schedule of Geotechnical Services & Fees

ENGINEERING

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

Principal Engineer	Per Hour	\$	185.00
Project Engineer/Manager	Per Hour	\$	135.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	105.00

SUBSURFACE EXPLORATION

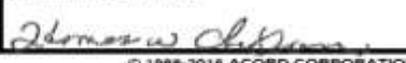
Mobilization and moving of truck-mounted drilling equipment and crew (50-mile radius)	Per Trip	\$	650.00
Hourly Rate Drilling	Per Hour	\$	475.00
Thin Wall Tubes (ASTM D-1587)	Each	\$	50.00

LABORATORY TESTING

Moisture Content Test / Visual Classification	Each	\$	7.00
Atterberg Limits Determination (LL, PL)	Each	\$	65.00
Sieve Analysis (washed)	Each	\$	85.00
Unconfined Compression Test, with Stress-Strain Curve	Each	\$	95.00
Organic Content Determination Test (loss on ignition)	Each	\$	15.00
One-Dimensional Consolidation Test (ASTM D-2435)	Each	\$	750.00

FEE REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 10) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional services rates are exclusive of expert deposition or testimony time.
- 14) Drilling and field service rates are based on OSHA Level D personnel protection.
- 15) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 16) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577		RUBINENG		DATE (MM/DD/YYYY) 9/13/2023		
ACORD CERTIFICATE OF LIABILITY INSURANCE						
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed, IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200		CONTACT NAME: Laurie Cloninger PHONE (A.C. No. Exp): 630 625-5219 FAX (A.C. No.): 610 537-4939 E-MAIL ADDRESS: Aecertificates@usi.com				
INSURED		INSURER(S) AFFORDING COVERAGE		NAIC #		
Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123		INSURER A: RLI Insurance Company		13056		
		INSURER B: Pacific Insurance Company		10046		
		INSURER C:				
		INSURER D:				
		INSURER E:				
		INSURER F:				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTB	TYPE OF INSURANCE	ADDL SUBR RING	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. OTHER:		PSB0003777	09/01/2023	09/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED EQUIPMENT (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/CP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PSA0001881	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED: <input type="checkbox"/> RETENTION: <input type="checkbox"/>		PSE0002142	09/01/2023	09/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	PSW0002789	09/01/2023	09/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability		83OH056719923	09/01/2023	09/01/2024	\$2,000,000 each claim / \$4,000,000 annual aggr.
CERTIFICATE HOLDER Rubino Engineering, Inc. 425 Shepard Dr. Elgin, IL 60123	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 					

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal. Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal. Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Rubino Engineering, Inc.

EXHIBIT B

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

8755 W. HIGGINS ROAD, SUITE 835

CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

FAX (773) 693-9202

December 7, 2023

Curtis Dettmann, PE
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Proposal No.: 23-0398

Re: Professional Services for:
City of Yorkville Public Works Building Landscape Architecture

Dear Curtis:

Thank you for the opportunity to submit this proposal to Engineering Enterprises, Inc. (EEI) for professional landscape architecture services for a new City of Yorkville (City) public works building. We understand preliminary and final landscape plans are required. It is anticipated that the concept plan will go through several iterations during the preliminary design process. As requested, our proposal is broken into preliminary and final phases. We have also included several optional tasks for your consideration on an as-needed basis.

SCOPE OF SERVICES

The following scope of services is proposed.

Task 1. Preliminary Design

We will:

- Prepare preliminary landscape plans for up to three concept site plans prepared by others. This proposal assumes CAD files of the preliminary site and engineering plans will be provided to Hey for our use at no cost. The landscape plan(s) will comply with the City's landscape ordinance to the extent possible given the provided site plan; any deviations from the City's landscape ordinance will be noted. Opportunities to establish a tree orchard in the southeast corner of the property will be explored.
- Prepare a preliminary tree preservation and removal plan. Field identification and assessment of trees will be completed by a certified arborist and/or licensed landscape architect. Location of existing trees to be included on the site survey prepared by others.
- Prepare a preliminary cost opinion for up to three plan iterations.
- A modest amount of time has been included for project team meetings, which we assume will be virtual (e.g., Teams).

Fees and Reimbursable Expenses Not-to-Exceed: \$12,500

Task 2. Final Design

We will:

- Advance the selected preliminary landscape plan, combination of elements selected from preliminary plans, and/or additional direction resulting from client review to final design. The final landscape plan will be drafted in CAD upon the final engineering plan prepared by others.
- Finalize the tree preservation and removal plan.
- Typical landscape construction details will be included.

- Prepare IDOT-style special provisions or AIA/CSI-format specifications for work associated with the final landscape and tree preservation and removal plans.
- Prepare a final cost opinion.
- A modest amount of time has been included for project team meetings, which we assume will be virtual (e.g., Teams).

Fees and Reimbursable Expenses Not-to-Exceed: \$7,500

Services will be provided on a time and materials basis up to the total not-to-exceed value given below.

Task 3. In-Person Meetings/Presentations

We have included attending two in-person meetings, public presentations, etc. as requested during preliminary and/or final design.

Fees and Reimbursable Expenses Not-to-Exceed: \$1,500

Total Fees and Reimbursable Expenses Not-to-Exceed: \$21,500

Task 4. Supplemental Services

At your request, the following supplemental services can be provided on a time-and-materials basis or by separate proposal.

- Hardscape design (e.g., decorative pavers, site furnishings/furniture, etc.).
- Prepare supporting graphics such as color landscape plan renderings, color perspective renderings, photo-realistic 3D video renderings, etc.
- Provide construction administration services such as reviewing bids, attending meetings, submittal review, inspections, and other such work.
- Other services as requested.

If this agreement is acceptable, please sign below and return this proposal to our office. This proposal is valid for 60 days from the date of this letter. Should you have any questions, please contact the project manager, Tim Pollowy, in our Chicago office at 847.404.3845 or tpollowy@heyassoc.com.

Hey and Associates, Inc.

Engineering Enterprises, Inc.

Attest

Attest

Date

Date

Compensation

Profession

Engineering

Senior Principal Civil Engineer	\$225
Principal Civil Engineer	\$200
Senior Civil Engineer	\$180
Civil Engineer I to V	\$125-165
Water Resources Specialist I to V	\$120-160
Engineering Technician I to V	\$110-150
Lake and Survey Services Manager	\$150

Ecological Services

Senior Principal Ecologist	\$200
Senior Project Scientist	\$175
Environmental Services Manager	\$155
Environmental Scientist I to V	\$105-145
Environmental Intern	\$50

Landscape Architecture

Senior Landscape Architect	\$180
Landscape Architect I to V	\$115-155
Landscape Designer	\$110

Erosion Control

Senior Erosion and Sediment Control Specialist	\$175
Erosion and Sediment Control Specialist	\$110

Design Support

CAD Technician	\$100
GIS Specialist	\$100

Administration

Senior Administrator	\$120
Accounting Administrator	\$95
Administrative/Marketing Assistant	\$90

Expert Testimony

Rates to be determined on per-project basis

Reimbursable Expense

Reimbursable expenses shall be reimbursed at cost plus an 8% administrative service charge. Such expenses shall include, but are not necessarily limited to travel, reproduction, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Fixed reimbursable expense costs are as follows:

Travel	\$.65/mile
Copies	\$.20/page
Software/Digital Resource Charge	\$100.00/project
ATV Usage	\$ 40.00/hour
ATV Discing, Herbicide, Spraying, Mowing	\$ 45.00/hour
Boat Usage	\$ 75.00/hour
Chain Saw Usage	\$ 20.00/hour
Additional Plotting, B & W	\$.90/sq. ft.
Additional Plotting, Color	\$ 2.75/sq. ft.
Additional Plotting, Mylar	\$ 4.50/sq. ft.
Flow Meter	\$ 50.00/day
GPS Rover	\$350.00/day
Total Station/GPS Equipment	\$100.00/day
Unmanned Aerial Reconnaissance	Per Project

Insurance

Throughout the duration of the project, Hey will procure and maintain the following insurance:

Liability	Limits of Liability
Workers' Compensation and Employer's Liability	\$ 500,000 each incident
Commercial General Liability	\$ 2,000,000
Professional Liability	\$ 2,000,000
Automobile Liability	\$ 1,000,000

Within the limits of this insurance, Hey agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents, or subcontractors of Hey.

Client will limit any and all liability, claim for damages, losses, cost of defense, or expenses to be levied against Hey on account of any design defect, error, omission, or professional negligence to a sum not to exceed the amount of Hey's fee under this agreement. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, Hey's cost of obtaining such coverage, limits, or certificates shall be reimbursable by the Client.

Billing

Billings shall be on a monthly basis and are payable upon receipt. An additional charge of 1½ percent per month (18% per annum) shall be applied to any balance unpaid more than 30 days beyond date of invoice. Client shall pay any attorney's fees, court costs or other expenses incurred collecting delinquent accounts.

Hey and Associates Inc. (Hey), with seven (7) days written notice, reserves the right to suspend or terminate work under this agreement on any account that is past due. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, permit approval by governmental or regulatory agencies, or upon the Client's successful completion of the project. The rates presented herein are effective for the period January 1, 2023 through December 31, 2023.

Limitation of Costs

Hey will not be obligated to continue performance or incur costs beyond the estimated costs unless the Client agrees in writing to a revised cost estimate.

Client's Responsibilities

Client shall arrange for access to and make all provisions for Hey to enter upon private and public property as required for Hey to perform services under this Agreement. Client shall provide Hey with all existing available information regarding this project as required. Hey shall be entitled to rely upon information and documentation provided by the Client or consultants retained by the Client in relation to this project, however Hey assumes no responsibility or liability for their completeness or accuracy.

Cost Opinions

Any cost opinions or project economic evaluations provided by Hey will be on the basis of experience and judgment, but, because Hey has no control over market conditions or bidding procedures, we cannot warrant that bids, construction cost, or project economics will not vary from these opinions.

Standard of Care

The standard of care for all services performed by Hey under the agreement will be the care and skill ordinarily used by members of Hey's profession practicing under similar circumstances at the same time and in the same locality. Hey makes no warranties, express or implied, under this Agreement or otherwise, in connection with Hey's services.

Means & Methods

Hey will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the subject project(s).

Mutual Indemnification

Subject to the foregoing provisions, Hey agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, employees and agents from and against any liabilities, damages and costs (including reasonable attorneys' fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of Services under this Agreement, by the negligent acts, errors or omissions of Hey or anyone for whom Hey is legally responsible, subject to any limitations of liability contained in this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Hey, its officers, directors, employees and agents from any liabilities, damages and costs (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of the Client, the Client's contractors, consultants or anyone for whom Client is legally liable.

Copyright Indemnification

To the fullest extent permitted by law, Client shall indemnify and hold harmless Hey from and against any and all costs, losses and damages (including but not limited to all attorney fees and charges, all court or arbitration or other dispute resolution costs, and any time spent by Hey in defense of any such claims) resulting from any claims brought against Hey alleging copyright, trademark, or patent infringement or any other cause of action or regulatory decision resulting from Hey's use of, or reliance on, the design, plans and specifications provided by the Client for the Project. This provision shall survive the completion of the services provided under this Agreement.

Consequential Damages

To the fullest extent permitted by law, Client and Hey waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

Termination

Either party may terminate this Agreement upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the terminating party. Hey may terminate this Agreement for its convenience and without cause by providing not less than seven (7) days written notice. If Client terminates this Agreement for its convenience and without cause, Client agrees to compensate Hey for services performed prior to the termination, together with Reimbursable Expenses incurred and costs attributable to termination, including the costs attributable to Hey's termination of consultant agreements and authorized Additional Services.

Dispute Resolution

Client and Hey agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. If such mediation is unsuccessful in resolving a Dispute, then such Dispute shall be resolved by a court of competent jurisdiction.

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

CLIENT													PROJECT NUMBER			
United City of Yorkville													YO2247-C			
PROJECT TITLE													DATE		PREPARED BY	
Yorkville Public Works Building													12/8/23		CPD	
TASK NO.	TASK DESCRIPTION	ROLE RATE	ENGINEERING				SURVEYING			CAD DRAFTING	ADMIN	HOURS	COST			
			PIC \$239	SPM \$227	PM \$204	SPE II \$192	SPM \$227	SPT 2 \$167	PT \$146	SPT2 \$167	SPT 1 \$156			ADM \$70		
PRELIMINARY DESIGN ENGINEERING																
1.1	Project Management and Coordination	6	20	-	12	4	-	-	-	-	-	42	\$ 9,186			
1.2	Project Meetings	6	14	-	14	-	-	-	-	-	-	34	\$ 7,300			
1.3	Topographic and Boundary Survey	-	-	-	-	16	43	2	-	-	-	61	\$ 11,105			
1.4	Dry Utility Coordination	-	2	-	12	-	-	-	-	-	-	14	\$ 2,758			
1.5	Preliminary Plans and Estimates	3	32	4	85	-	-	-	7	41	2	174	\$ 32,822			
Design Engineering Subtotal:		15	68	4	123	20	43	2	7	41	2	325	\$ 63,171			
PROJECT TOTAL:			15	68	4	123	20	43	2	7	41	2	325	63,171		

DIRECT EXPENSES	
Printing =	\$ 300
Rubino (Geotech) =	\$ 4,500
Landscape Architecture =	\$ 8,250
DIRECT EXPENSES =	\$ 13,050

LABOR SUMMARY	
EEI Engin. Expenses =	\$ 43,453
EEI Survey Expenses =	\$ 12,013
EEI CAD Expenses =	\$ 7,565
EEI Admin. Expenses =	\$ 140
TOTAL LABOR EXPENSES =	\$ 63,171

TOTAL COSTS	\$ 76,221
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**ATTACHMENT D: ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES - FINAL**

CLIENT													PROJECT NUMBER				
United City of Yorkville													YO2247-C				
PROJECT TITLE													DATE			PREPARED BY	
Yorkville Public Works Building													12/8/23			CPD	
TASK NO.	TASK DESCRIPTION	ROLE RATE	ENGINEERING				SURVEYING			CAD DRAFTING	ADMIN	HOURS	COST				
			PIC \$239	SPM \$227	PM \$204	SPE II \$192	SPM \$227	SPT 2 \$167	PT 1 \$146	SPT2 \$167	SPT \$156			ADM \$70			
FINAL DESIGN ENGINEERING																	
2.1	Project Management and Coordination	6	24	-	16	-	-	-	-	-	-	46	\$ 9,954				
2.2	Project Meetings	6	16	-	16	-	-	-	-	-	-	38	\$ 8,138				
2.3	Dry Utility Coordination	-	4	-	16	-	-	-	-	-	-	20	\$ 3,980				
2.4	Final Plans, Specifications, and Estimates	3	46	8	131	-	-	-	10	56	-	254	\$ 48,349				
2.5	Regulatory Agency Coordination and Permitting	-	4	-	16	-	-	-	-	4	4	28	\$ 4,884				
2.6	Bidding Coordination	1	5	-	8	-	-	-	-	-	-	14	\$ 2,910				
Design Engineering Subtotal:		16	99	8	203	-	-	-	10	60	4	400	\$ 78,215				
PROJECT TOTAL:			16	99	8	203	-	-	-	10	60	4	400	78,215			

DIRECT EXPENSES	
Printing =	\$ 500
Rubino (Geotech & CCDD) =	\$ 15,500
Landscape Architecture =	\$ 13,250
DIRECT EXPENSES =	\$ 29,250

LABOR SUMMARY	
EEI Engin. Expenses =	\$ 66,905
EEI Survey Expenses =	\$ -
EEI CAD Expenses =	\$ 11,030
EEI Admin. Expenses =	\$ 280
TOTAL LABOR EXPENSES =	\$ 78,215

TOTAL COSTS	\$ 107,465
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ATTACHMENT E: ESTIMATED PROJECT SCHEDULE

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2247-C	
PROJECT TITLE		DATE	PREPARED BY
Yorkville Public Works Building		12/8/23	CPD

TASK NO.	TASK DESCRIPTION	2023	2024											2025			
		DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
		PRELIMINARY DESIGN ENGINEERING															
1.1	Project Management and Coordination																
1.2	Project Meetings																
1.3	Topographic and Boundary Survey																
1.4	Dry Utility Coordination																
1.5	Preliminary Plans and Estimates																
FINAL DESIGN ENGINEERING																	
2.1	Project Management and Coordination																
2.2	Project Meetings																
2.3	Dry Utility Coordination																
2.4	Final Plans, Specifications, and Estimates																
2.5	Regulatory Agency Coordination and Permitting																
2.6	Bidding Coordination																
	Construction																



Yorkville Business Center - Lot 4

12.32 Acre Property

ATTACHMENT F

Legend

YBC - Lot 4

Spirit Cn

Wheaton Woods Park

CJ Insulation

BOOMBAB BOULEVARD

Midwest Refrigerated Services





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

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2024-02 & EDC 2024-05

Agenda Item Summary Memo

Title: PZC 2024-02 703 South Main Street – Variance

Meeting and Date: City Council – January 23, 2024

Synopsis: Proposed residential rear yard variance for the construction of a shed.

Council Action Previously Taken:

Date of Action: PZC – 1/10/24 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2024-02 & EDC 2024-05

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: <u>Krysti J. Barksdale-Noble, AICP</u>	<u>Community Development</u>
Name	Department

Agenda Item Notes:

See attached memorandum.



Memorandum

To: City Council
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: January 17, 2024
Subject: **PZC 2024-02 703 South Main Street – Variance**
Detached Accessory Structure (Shed) Location

SUMMARY:

The petitioner, Steve Greenblatt, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting an accessory structure location variance for 703 South Main Street. The purpose of this request is to allow a detached shed to be placed closer than five (5) feet to a rear property line and closer than ten (10) feet to the residential home.

The property is zoned R-2 Traditional Family Residence District and is comprised of two (2) contiguous parcels owned by the petitioner. It is also surrounded by other R-2 zoned single family homes, most of which have detached accessory structures such as garages and sheds. The principal residential structure is situated on the northern, larger parcel (PIN#02-32-436-004) and the proposed detached shed will be located on the smaller, southern parcel (PIN#02-32-436-008). While the northern subject parcel meets the minimum bulk regulations for the R-2 District, this area of the City was developed before any modern zoning regulations existed and therefore the structures and parcels in the area are uniquely placed and shaped.

PLANNING & ZONING COMMISSION ACTION:

In consideration of testimony presented during a Public Hearing on January 10, 2024 and approval of the findings of fact, the Planning and Zoning Commission recommends approval of a request to vary the accessory structure location regulation contained in Section 10-3-5 of the United City of Yorkville Zoning Ordinance to permit a detached accessory shed to be located closer than five (5) feet to the rear property line and less than ten (10) feet to a main structure of the subject property.

Action:

Goins – aye; Williams – aye; Vinyard – aye; Millen – aye
4 ayes; 0 nay

ATTACHMENTS:

1. Draft Ordinance
2. Planning & Zoning Commission staff memo dated 12-7-23
3. Petitioner Application (with attachments)
4. Public Hearing Notice

Ordinance No. 2024-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, GRANTING AN ACCESSORY STRUCTURE LOCATION VARIANCE FOR THE PROPERTY LOCATED AT 703 SOUTH MAIN STREET (Detached Shed)

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 the Illinois Municipal Code (65 ILCS 5/11-13-5) the Mayor and City Council of the City (the “Corporate Authorities”) may provide for and allow variances to provide relief when strict compliance with the requirements of the Yorkville Zoning Ordinance (the “Zoning Ordinance”) presents a particular hardship; and,

WHEREAS, Steve Greenblatt (the Applicant’), requested relief from Section 10-3-5 of the Zoning Ordinance requiring the location of an accessory structure to be a minimum distance of 5 feet from any side or rear property line and to allow a detached accessory structure closer than ten (10) feet to any main building for the purpose of installing a detached shed; and,

WHEREAS, Notice of a public hearing on said application was published and pursuant to said notice the Planning and Zoning Commission of the City conducted a public hearing on January 10, 2024, on said application in accordance with the State statutes and the ordinances of the City; and,

WHEREAS, the Planning and Zoning Commission made the required written Findings of Fact finding that the variation met the standards in Section 10-4-7C of the Zoning Ordinance and recommended that the variance be granted; and,

WHEREAS, the Corporate Authorities of the City of Yorkville have received and considered the recommendation of the Planning and Zoning Commission.

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

Section 1: That this Ordinance shall apply to the Subject Property legally described as:

PARCEL TWO-A:

THAT PART OF LOT 1 OF THE OLD COUNTY PROPERTY, IN THE VILLAGE OF YORKVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK OF DEEDS, PAGE 171, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF MAIN STREET IN SAID VILLAGE OF YORKVILLE, WHICH POINT IS 156.30 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF ORANGE STREET IN SAID VILLAGE OF YORKVILLE, 135 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID MAIN STREET 13.70 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID ORANGE STREET, 135 FEET TO THE WEST LINE OF SAID MAIN STREET; THENCE SOUTHERLY ALONG THE WEST LINE OF MAIN STREET, 13.70 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PARCEL TWO-B:

THE EAST HALF (EXCEPT THE SOUTH 170 FEET) OF LOT 1 OF THE OLD COUNTY PROPERTY, IN THE VILLAGE OF YORKVILLE, ACCORDING TO PLAT THEREOF RECORDED IN BOOK A OF DEEDS, PAGE 171, IN THE VILLAGE OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

Commonly known as 703 South Main Street, Yorkville, Illinois,
Property Index Numbers: 02-32-436-004 and 02-32-436-008

Section 2: That a variation pursuant to Section 10-3-5 of the Zoning Ordinance to permit a detached shed as an accessory structure a less than a minimum distance of 5 feet from any side or rear property line and to allow a detached shed closer than ten (10) feet to the main building on the Subject Property is hereby granted.

Section 3: That the detached shed shall be constructed, operated, and maintained in accordance with the requirements of the Yorkville City Code and generally located as shown on the attached plat of survey provided by Steve Greenblatt and made a part hereof as Exhibit A.

Section 4: That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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

EXHIBIT A

WEST PROPERTY LINE

703 South Main includes Parcel Two-B and Parcel Two-A

LINE	ANGLE
1	89°47'31"
2	90°12'29"
3	89°47'31"
4	90°12'29"

LINE	DISTANCE
1	13.70'
2	13.70'



Street
Main

5ft from S. Prop Line
SOUTH PROPERTY LINE

6,2
13,7 L1
19,9 between garage and South Prop Line
10,4 + 4 =
14,4 feet from W. Prop. Line
5,0 feet from S. Prop Line

11 10x16 Shed will be installed by Heartland Sheds, INC.



Memorandum

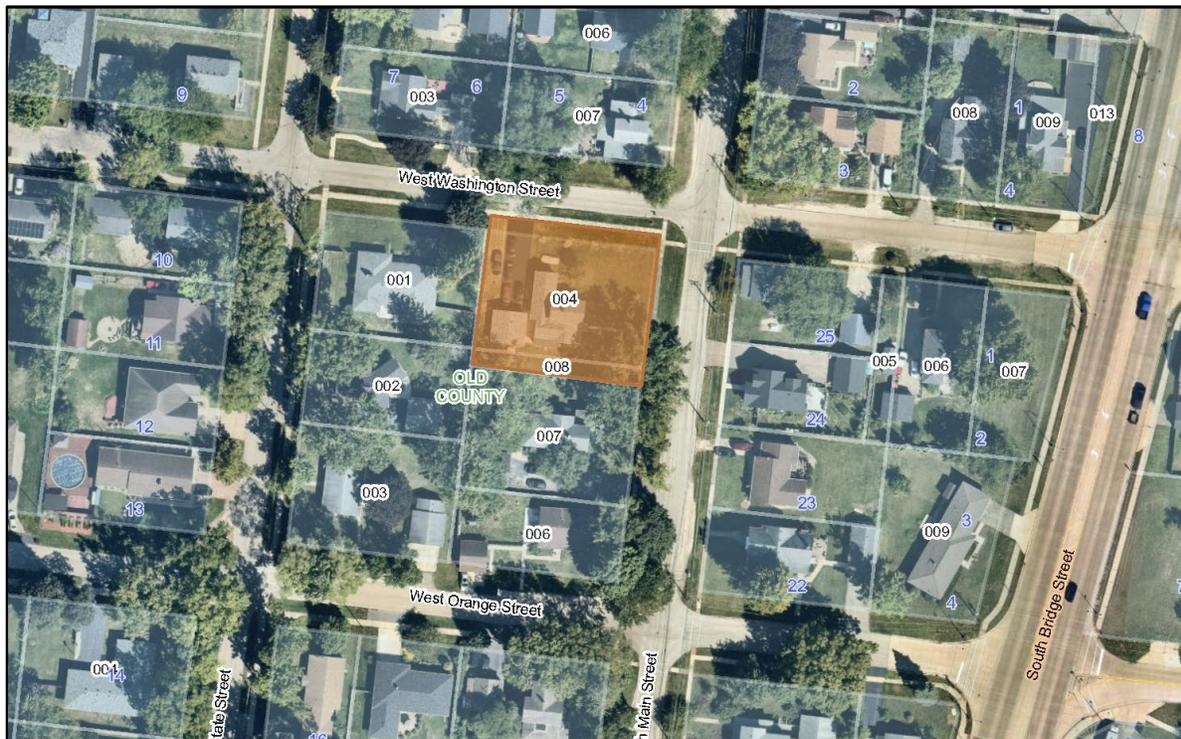
To: Planning and Zoning Commission
From: Krysti Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: December 7, 2023
Subject: **PZC 2024-02 703 South Main Street – Variance**
Detached Accessory Structure (Shed) Location

SUMMARY:

The petitioner, Steve Greenblatt, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting an accessory structure location variance for 703 South Main Street. The purpose of this request is to allow a detached shed to be placed closer than five (5) feet to a rear property line and closer than ten (10) feet to the residential home. This memorandum summarizes the submitted materials which will be reviewed by the Planning and Zoning Commission.

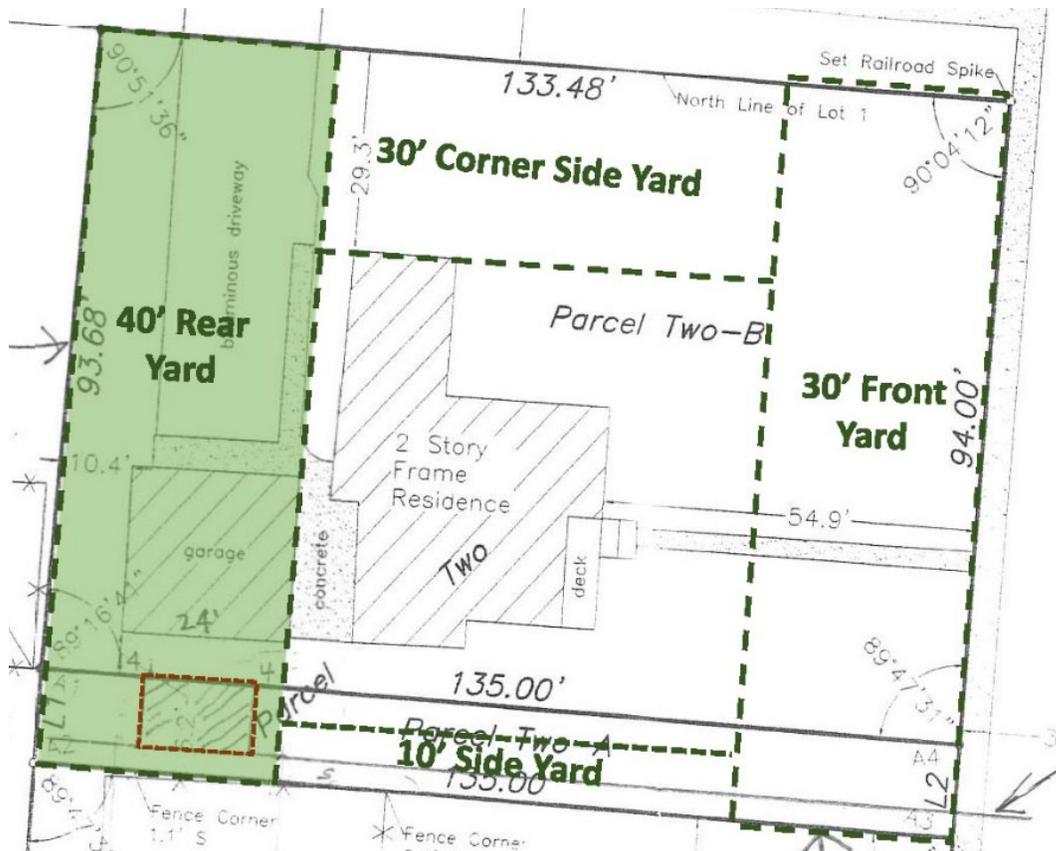
PROPERTY BACKGROUND:

The property is zoned R-2 Traditional Family Residence District and located at the southwest corner of W Washington and South Main Streets. The property is also comprised of two (2) contiguous parcels owned by the petitioner and surrounded by other R-2 zoned single family homes, most of which have detached accessory structures such as garages and sheds. The principal residential structure is situated on the northern, larger parcel (PIN#02-32-436-004) and the proposed detached shed will be located on the smaller, southern parcel (PIN#02-32-436-008). While the northern subject parcel meets the minimum bulk regulations for the R-2 District, this area of the City was developed before any modern zoning regulations existed and therefore the structures and parcels in the area are uniquely placed and shaped.



PROJECT DESCRIPTION:

As proposed, the petitioner is seeking to construct a 160 square foot detached shed on the property. The placement of the existing house has created uncommon required yards and limits the location of any detached accessory structure. The exhibit below illustrates where the house is located on the parcel and the yards that are created. The rear yard is shaded and shows the location of the proposed shed.



Section 10-3-5 of the City’s Zoning Ordinance states that accessory structures must be a minimum distance of five (5) feet from any rear property line and requires at least ten (10) feet to the main building on the parcel. The petitioner is requesting to vary this part of the ordinance to construct a shed on his property as shown in the above plat.

The petitioner initially applied for a building permit seeking to construct the detached shed but was denied due the setback and distance non-compliance as a result of the parcel composition (two contiguous parcels). Additionally, the limitation that sheds are only permitted in the rear yard and the situation of an existing detached garage impairs the petitioner’s options for locating a detached shed on the property. Responses to the standards of variations, submitted by the petitioner, explains the hardship created by the property and the reason he is requesting to vary from the Zoning Ordinance.

Due to the heavily vegetated portion of the property along South Main Street and the existing garage facing West Washington Street, the view of the proposed shed would be significantly obscured, if not completely blocked. The adjacent parcel to the south also has a dense tree canopy and will not be negatively impacted by the location of the proposed shed. After considering these facts, the petitioner felt this location was the most appropriate option on the property to place the shed. Further, the location of the house and garage limits the possibilities of where a detached shed may be accessible. Finally, the properties to the south have similarly located detached structures on their parcels and the petitioner’s proposed shed would generally align with these structures (see example on next page).



STANDARDS FOR GRANTING A VARIANCE:

The Planning and Zoning Commission must base its decision to vary, or recommend varying, the Petitioner’s request for relief of the Zoning Ordinance regulation upon the following standards (Section 10-4-7-C):

1. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations was carried out.
2. The conditions upon which the petition for a variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classification.
3. The alleged difficulty or hardship is caused by this title and has not been created by any person presently having an interest in the property.
4. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

5. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger to the public safety, or substantially diminish or impair property values within the neighborhood.
6. The proposed variation is consistent with the official comprehensive plan and other development standards and policies of the city.

STAFF COMMENTS

Staff is supportive of the request for an accessory structure location variance. The shape, structure location, and defined yards of the property create a unique situation which brings a hardship to the resident. The proposed detached shed location will not negatively impact or injure the character of the neighborhood and will be similar in alignment and location to the adjacent properties.

PROPOSED MOTIONS:

In consideration of testimony presented during a Public Hearing on January 10, 2024 and approval of the findings of fact, the Planning and Zoning Commission recommends approval of a request to vary the accessory structure location regulation contained in Section 10-3-5 of the United City of Yorkville Zoning Ordinance to permit a detached accessory shed to be located closer than five (5) feet to the rear property line and less than ten (10) feet to a main structure of the subject property and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

ATTACHMENTS:

1. Petitioner Application (with attachments)
2. Public Hearing Notice



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

APPLICANT DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER:	FUND ACCOUNT NUMBER:	PROPERTY ADDRESS: 703 S. Main St. Yorkville, IL
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PETITIONER DEPOSIT ACCOUNT FUND:

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

ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

NAME: Steve Greenblatt	COMPANY:
MAILING ADDRESS: 703 S. Main St.	
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: [REDACTED]
EMAIL: [REDACTED]	FAX: na

FINANCIALLY RESPONSIBLE PARTY:

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

Steve Greenblatt	_____
PRINT NAME	TITLE

SIGNATURE*	DATE

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

INITIAL ENGINEERING/LEGAL DEPOSIT TOTALS

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



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

APPLICATION FOR VARIANCE

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$
ANNEXATION	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$250 = \$ \underline{\hspace{2cm}}$ <p style="text-align: center;"># of Acres Acres over 5 Amount for Extra Acres Total Amount</p>			
REZONING	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres		Total: \$
<i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i>			
$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$200 = \$ \underline{\hspace{2cm}}$ <p style="text-align: center;"># of Acres Acres over 5 Amount for Extra Acres Total Amount</p>			
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$250 = \$ \underline{\hspace{2cm}}$ <p style="text-align: center;"># of Acres Acres over 5 Amount for Extra Acres Total Amount</p>			
ZONING VARIANCE	<input checked="" type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$ 585.00
PRELIMINARY PLAN FEE	<input type="checkbox"/> \$500.00		Total: \$
PUD FEE	<input type="checkbox"/> \$500.00		Total: \$
FINAL PLAT FEE	<input type="checkbox"/> \$500.00		Total: \$
ENGINEERING PLAN REVIEW DEPOSIT	<input type="checkbox"/> Less than 1 acre <input type="checkbox"/> Over 1 acre, less than 10 acres <input type="checkbox"/> Over 10 acres, less than 40 acres <input type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$5,000.00 \$10,000.00 \$15,000.00 \$20,000.00 \$25,000.00	Total: \$
OUTSIDE CONSULTANTS DEPOSIT	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use: <input type="checkbox"/> Less than 2 acres \$1,000.00 <input type="checkbox"/> Over 2 acres, less than 10 acres \$2,500.00 <input type="checkbox"/> Over 10 acres \$5,000.00		Total: \$
TOTAL AMOUNT DUE:			585.00



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

APPLICATION FOR VARIANCE

DATE:	PZC NUMBER:	DEVELOPMENT NAME:
PETITIONER INFORMATION		
NAME: Steve Greenblatt	COMPANY:	
MAILING ADDRESS: 703 S. Main St.		
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: <input type="radio"/> BUSINESS <input type="radio"/> HOME [REDACTED]	
EMAIL: [REDACTED]	FAX: na	
PROPERTY INFORMATION		
NAME OF HOLDER OF LEGAL TITLE: Steven and Sandra Greenblatt		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS: 703 South Main Street		
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: Southwest corner of West Washington and South Main Street		
CURRENT ZONING CLASSIFICATION: R-2		
ZONING AND LAND USE OF SURROUNDING PROPERTIES		
NORTH: R-2		
EAST: R-2		
SOUTH: R-2		
WEST: R-2		
KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)		
02-32-436-004		
02-32-436-008		



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APPLICATION FOR VARIANCE

ATTORNEY INFORMATION <i>na</i>	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
ENGINEER INFORMATION <i>na</i>	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
LAND PLANNER/SURVEYOR INFORMATION <i>na</i>	
NAME:	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
ATTACHMENTS	
Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".	
Petitioner must list the names and addresses of any adjoining or contiguous landowners within 500 feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".	
VARIANCE STANDARDS	
PLEASE CONFIRM THE PROPOSED VARIATION IS CONSISTENT WITH THE OFFICIAL COMPREHENSIVE PLAN AND OTHER DEVELOPMENT STANDARDS AND POLICIES OF THE CITY.	
<i>This proposed variation is consistent with the traditional neighborhood residential future land use designation in the comprehensive plan.</i>	



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800 Game Farm Road
Yorkville, Illinois, 60560
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APPLICATION FOR VARIANCE

VARIANCE STANDARDS

PLEASE STATE THE VARIANCE REQUESTED AND THE CITY ORDINANCE INCLUDING THE SECTION NUMBERS TO BE VARIED:

Requesting a reduction from minimum 10ft

SideYard Setback in R2 District: Section 10-7-1

PLEASE STATE HOW THE PARTICULAR SURROUNDINGS, SHAPE OR TOPOGRAPHICAL CONDITIONS OF THE SPECIFIC PROPERTY INVOLVED, A PARTICULAR HARDSHIP TO THE OWNER WOULD RESULT, AS DISTINGUISHED FROM A MERE INCONVENIENCE, IF THE STRICT LETTER OF REGULATIONS WAS CARRIED OUT:

The current parcel predated the zoning regulations adopted in 2014, therefore creating a non conforming lot with regards to minimum lot size and setbacks.

PLEASE STATE HOW THE CONDITIONS UPON WHICH THE APPLICATION FOR A VARIATION IS BASED ARE UNIQUE TO THE PROPERTY FOR WHICH THE VARIATION IS SOUGHT AND ARE NOT APPLICABLE, GENERALLY, TO OTHER PROPERTY WITHIN THE SAME ZONING CLASSIFICATION:

The orientation of the home on the lot that is nonconforming restricts the owner from placing a detached accessory structure on the property.

PLEASE STATE HOW THE ALLEGED DIFFICULTY OR HARDSHIP IS CAUSED BY THIS TITLE AND HAS NOT BEEN CREATED BY ANY PERSON PRESENTLY HAVING AN INTEREST IN THE PROPERTY:

The property was originally subdivided and the home was built in 1870s/1920s which pre dates the current zoning ordinance.



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
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APPLICATION FOR VARIANCE

VARIANCE STANDARDS

PLEASE STATE HOW THE GRANTING OF THE VARIATION WILL NOT BE DETRIMENTAL TO THE PUBLIC WELFARE OR INJURIOUS TO OTHER PROPERTY OR IMPROVEMENTS IN THE NEIGHBORHOOD IN WHICH THE PROPERTY IS LOCATED:

The proposed structure is permitted within the district and similar in size and height to other accessory structures within the area.

PLEASE STATE HOW THE PROPOSED VARIATION WILL NOT IMPAIR AN ADEQUATE SUPPLY OF LIGHT AND AIR TO ADJACENT PROPERTY, OR SUBSTANTIALLY INCREASE THE CONGESTION IN THE PUBLIC STREETS, OR INCREASE THE DANGER TO THE PUBLIC SAFETY, OR SUBSTANTIALLY DIMINISH OR IMPAIR PROPERTY VALUES WITHIN THE NEIGHBORHOOD:

The proposed structure is appropriately scaled for residential use.

AGREEMENT

I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.

I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

PETITIONER SIGNATURE

DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.



OWNER SIGNATURE

DATE

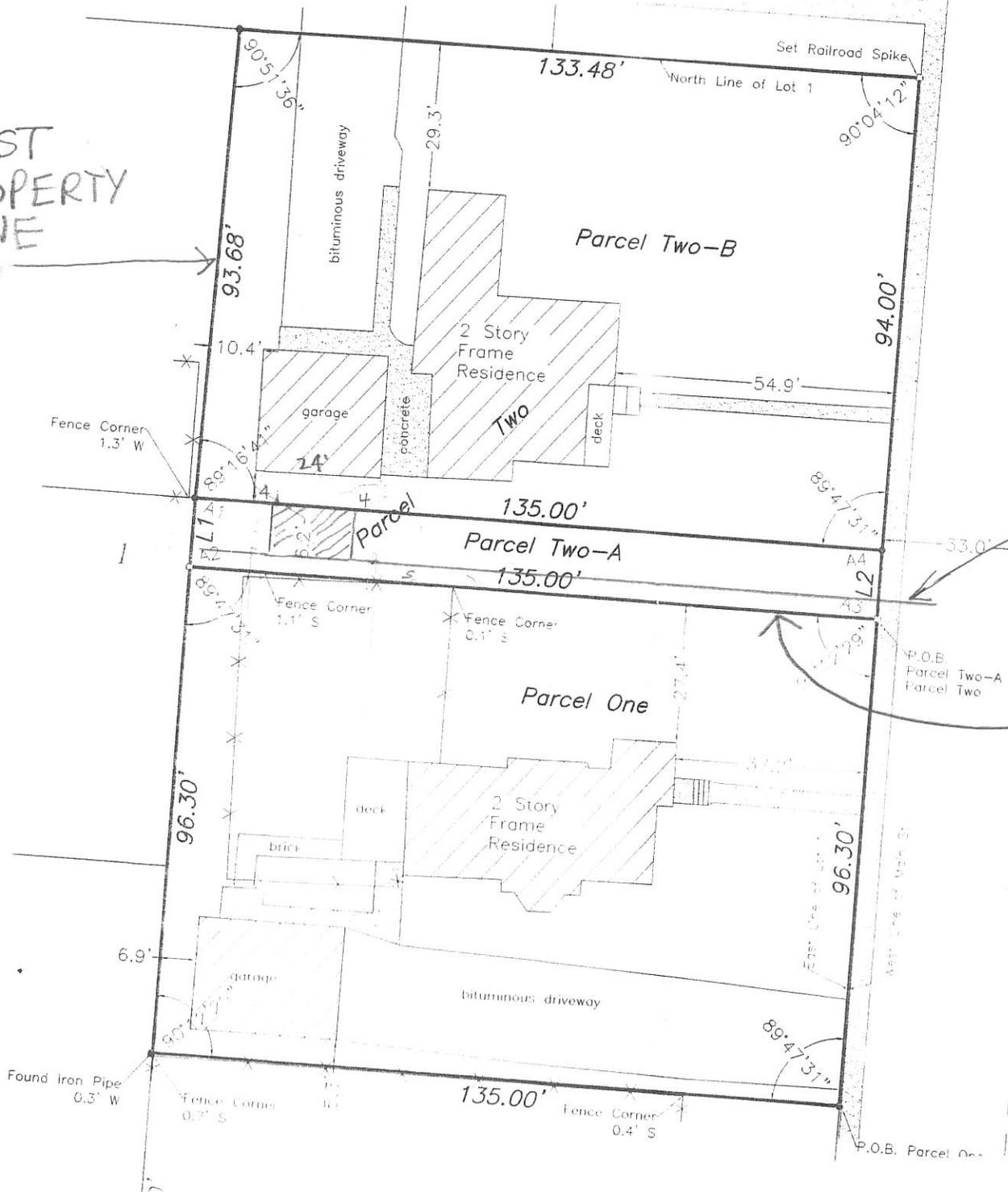
THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:

703 South Main
Includes
Parcel Two-B
and
Parcel Two-A

WEST
PROPERTY
LINE

ANGLE
89°47'31"
90°12'29"
89°47'31"
90°12'29"

LINE	DISTANCE
1	13.70'
2	13.70'



Street

Main

5ft from
S. Prop Line

SOUTH
PROPERTY
LINE

6,2
13,7 L1
19,9 between
garage and
South Prop Line

10,4 + 4 =
14,4 feet
from W. Prop. Line
5,0 feet
from S. Prop Line

11

10x16 Shed will be installed by Heartland Sheds, INC.

FRED & ROBERT A GATES
8813 HOPKINS ROAD
YORKVILLE, IL, 60560

WALTER E III & KATHLEEN SCHNEITER
144 BRAMSWELL RD
POOLER, GA, 31322

MARTHA L GREEN TRUST
P O BOX 116
WAYNE, IL, 60184

MOHLER AMANDA C ASSELL CHAD R &
702 S MAIN ST
YORKVILLE, IL, 60560

STEVEN & SANDRA GREENBLATT
703 S MAIN ST
YORKVILLE, IL, 60560

CINTHYA CASTELO
701 STATE ST
YORKVILLE, IL, 60560

WILEY FAMILY TRUST
& JOAN M DAMRON
2288 N 30TH RD
MARSEILLES, IL, 61341

AMANDA JOAN ROBB IRREVOC TR
806 ADRIAN ST
YORKVILLE, IL, 60560

JEREMIAH & ADDISON FARRELL
707 STATE ST
YORKVILLE, IL, 60560

HARVEST PROPERTY MANAGEMENT LLC
PO BOX 51
YORKVILLE, IL, 60560

MARAMA LEIFHEIT TRUST
802 S MAIN ST
YORKVILLE, IL, 60560

CRAIG LEIFHEIT
9993 PENMAN RD
YORKVILLE, IL, 60560

MANTHEI REVOCABLE LIVING TRUST
% ANDREW C MANTHEI TRUSTEE
2656 LEYLAND LN
AURORA, IL, 60504

GREEN FAMILY TRUST
% MICHELE MOLZAHN GREEN TTEE
501 W MADISON ST
YORKVILLE, IL, 60560

LARRY GREITER
PO BOX 663
YORKVILLE, IL, 60560

STEVEN & SANDRA GREENBLATT
703 S MAIN ST
YORKVILLE, IL, 60560

MCGANN WENDY RIES GAIL &
807 STATE ST
YORKVILLE, IL, 60560

MICHAEL J RUSS
44 S CYPRESS DR
BRISTOL, IL, 60512

LYNNE M HARRIS
705 S MAIN ST
YORKVILLE, IL, 60560

KEVIN HEFFERNAN
4600 DOUGLAS RD
OSWEGO, IL, 60543

BANK OF PONTIAC TR 2853
PO BOX 710
PONTIAC, IL, 61764

WILLIAM C & LAURA J MOLITOR
601 S MAIN ST
YORKVILLE, IL, 60560

MARK P & PRISCILLA LACOCO
103 W WASHINGTON ST
YORKVILLE, IL, 60560

VALERIE MOSER
305 W WASHINGTON ST
YORKVILLE, IL, 60560

DEAN E & NANCY C SOMMERS
307 W ORANGE ST
YORKVILLE, IL, 60560

ALFARO EDGAR RUIZ & GARCIA SUGEN PEREZ ALFARO DE RUIZ DARIA & CAMARGO MARTIN RUIZ
706 STATE ST
YORKVILLE, IL, 60560

GREGORY A HUBER
105 E ORANGE ST
YORKVILLE, IL, 60560

ALEJANDRO ALFARO
604 STATE ST
YORKVILLE, IL, 60560

DAHL MANAGEMENT LLC
4N558 HIDDEN OAKS RD
SAINT CHARLES, IL, 60175

RICHARD A SAUNDERS
609 S MAIN ST
YORKVILLE, IL, 60560

KIM CROWE
P O BOX 395
YORKVILLE, IL, 60560

DAHL MANAGEMENT LLC
4N558 HIDDEN OAKS RD
SAINT CHARLES, IL, 60175

DONALD A & GAYLE SCHOENFIELDER
606 S MAIN ST
YORKVILLE, IL, 60560

SHAWN J & ALIED R BEYER
306 W WASHINGTON ST
YORKVILLE, IL, 60560

MARTHA L GREEN TRUST
P O BOX 116
WAYNE, IL, 60184

NELION & KATHRYN NELSON
802 ADRIAN ST
YORKVILLE, IL, 60560

DAHL MANAGEMENT LLC
4N558 HIDDEN OAKS RD
SAINT CHARLES, IL, 60175

STEPHANIE S GESFORD
801 S BRIDGE ST
YORKVILLE, IL, 60560

ROBERT C & JILL M SANTORO
808 STATE ST
YORKVILLE, IL, 60560

RYAN C & ABBEY VATH
3805 WHEELER RD
YORKVILLE, IL, 60560

LARRY D & DIANE C KOT
607 STATE ST
YORKVILLE, IL, 60560

JAESON & DAYSI COLON
610 STATE ST
YORKVILLE, IL, 60560

ROBERT M HARTMAN
608 STATE ST
YORKVILLE, IL, 60560

WENDLING LIVING TRUST
204 W ORANGE ST
YORKVILLE, IL, 60560

JOHANNA L BYRAM
605 STATE ST
YORKVILLE, IL, 60560

EUGENE R & HOLLY A MITCHELL
607 S MAIN ST
YORKVILLE, IL, 60560

JOSEPH & CORA FIALCO
208 W WASHINGTON ST
YORKVILLE, IL, 60560

COUNTY OF KENDALL
COUNTY OFFICE BLDG & ANNEX BLDG
111 W FOX ST
YORKVILLE, IL, 60560

DIANGIKES SALES LLC
% THEODORE DIANGIKES
605 S BRIDGE ST
YORKVILLE, IL, 60560

ROBERTS BRADY HANAGAN REBEKAH &
804 S MAIN ST
YORKVILLE, IL, 60560

DANIEL WILLIAM ARNOLD
808 S MAIN ST
YORKVILLE, IL, 60560

JBNM ASSOCIATES LLC
12651 YORKSHIRE DR
HOMER GLEN, IL, 60491

THOMJOHN PROPERTIES INC
971 CANYON TRAIL CT
YORKVILLE, IL, 60560

DALE HENDRICKSEN
464 BURR OAK DR
OSWEGO, IL, 60543

SANTIAGO & COLLEEN RIVERA
704 ADRIAN ST
YORKVILLE, IL, 60560

THOMJOHN PROPERTIES INC
971 CANYON TRAIL CT
YORKVILLE, IL, 60560

KIM CROWE
P O BOX 395
YORKVILLE, IL, 60560

KEVIN R GENENBACHER
705 STATE ST
YORKVILLE, IL, 60560

RYAN J & BECKY L RANDALL
304 W FOX RD
YORKVILLE, IL, 60560

WV STEEL LLC
404 E MAIN ST
YORKVILLE, IL, 60560

STEVE & KIMBERLY XOAKOS
505 S MAIN ST
YORKVILLE, IL, 60560

ANTHONY & J'NAE NUTONI
709 STATE ST
YORKVILLE, IL, 60560

THEODORE DIANGIKES TRUST
7520 RT 34
OSWEGO, IL, 60543

ADAM & SUSAN ESCALONA SAURO
704 S MAIN ST
YORKVILLE, IL, 60560

SANTOS & SARA DENOVA
608 S MAIN ST
YORKVILLE, IL, 60560

JOHN M & JUDITH MARSH
106 W WASHINGTON ST
YORKVILLE, IL, 60560

GOLDIE BEHRENS LIV TR
708 STATE ST
YORKVILLE, IL, 60560

STATE OF ILLINOIS
% LAND ACQUISITION
700 E NORRIS DR
OTTAWA, IL, 61350

MICHAEL RUSS
10 MAPLE RIDGE LN
YORKVILLE, IL, 60560

CHRISTOPHER KOERBER
604 S MAIN ST
YORKVILLE, IL, 60560

RONALD D & CAROL BENNINGER
402 W FOX ST
YORKVILLE, IL, 60560

JOHN M & JUDITH MARSH
106 W WASHINGTON ST
YORKVILLE, IL, 60560

MARCO GROLESKE
707 S BRIDGE ST
YORKVILLE, IL, 60560

RONALD & VIRGINIA STIBBE
605 S MAIN ST
YORKVILLE, IL, 60560

NOLAN LEE
805 S BRIDGE ST
YORKVILLE, IL, 60560

ELIZABETH A HUNT
706 S MAIN ST
YORKVILLE, IL, 60560

NOLAN LEE
805 S BRIDGE ST
YORKVILLE, IL, 60560

Sold To:
United City of Yorkville - CU00410749
651 Prairie Pointe Drive
Yorkville,IL 60560

Bill To:
United City of Yorkville - CU00410749
651 Prairie Pointe Drive
Yorkville,IL 60560

Certificate of Publication:

Order Number: 7550662
Purchase Order:

State of Illinois - Kendall

Chicago Tribune Media Group does hereby certify that it is the publisher of the The Beacon-News. The The Beacon-News is a secular newspaper, has been continuously published Daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Aurora, Township of Aurora, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 IL CS 5/5.

This is to certify that a notice, a true copy of which is attached, was published 1 time(s) in the The Beacon-News, namely one time per week or on 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 12/22/2023, and the last publication of the notice was made in the newspaper dated and published on 12/22/2023.

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2. 1.

PUBLICATION DATES: **Dec 22, 2023.**

The Beacon-News

In witness, an authorized agent of The Chicago Tribune Media Group has signed this certificate executed in Chicago, Illinois on this

23rd Day of December, 2023, by

Chicago Tribune Media Group



Jeremy Gates

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
THE UNITED CITY OF YORKVILLE
PLANNING & ZONING COMMISSION
PZC 2024-02**

NOTICE IS HEREWITH GIVEN THAT Steve Greenblatt, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting relief from Section 10-3-5 of the Zoning Ordinance requiring the location of an accessory structure to be a minimum distance of 5 feet from any side or rear property line for a residential parcel located at 703 S. Main Street. The petitioner is also seeking a variance to Section 10-3-5 to allow a detached accessory structure closer than ten (10) feet to any main building. The purpose of this request is to allow for the installation of a shed. The real property, zoned R-2 Traditional Family Residence District, consists of two (2) contiguous parcels owned by the petitioner and is located at the southwest corner of West Washington Street and South Main Street in Yorkville, Illinois.

The legal description is as follows:

PARCEL TWO-A:

THAT PART OF LOT 1 OF THE OLD COUNTY PROPERTY, IN THE VILLAGE OF YORKVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK OF DEEDS, PAGE 171, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF MAIN STREET IN SAID VILLAGE OF YORKVILLE, WHICH POINT IS 156.30 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF ORANGE STREET IN SAID VILLAGE OF YORKVILLE, 135 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID MAIN STREET 13.70 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID ORANGE STREET, 135 FEET TO THE WEST LINE OF SAID MAIN STREET; THENCE SOUTHERLY ALONG THE WEST LINE OF MAIN STREET, 13.70 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PARCEL TWO-B:

THE EAST HALF (EXCEPT THE SOUTH 170 FEET) OF LOT 1 OF THE OLD COUNTY PROPERTY, IN THE VILLAGE OF YORKVILLE, ACCORDING TO PLAT THEREOF RECORDED IN BOOK A OF DEEDS, PAGE 171, IN THE VILLAGE OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

PINs: 02-32-436-004 and 02-32-436-008

NOTICE IS HEREWITH GIVEN THAT the Planning and Zon-

CHICAGO TRIBUNE

media group

ing Commission for the United City of Yorkville will conduct a public hearing on said application on Wednesday, January 10, 2024 at 7:00 p.m. at the United City of Yorkville, City Council Chambers, located at 651 Prairie Pointe Drive, Yorkville, Illinois 60560.

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

Application and information materials regarding this notice are available for public review and any questions or written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois. All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

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

Jori Behland
City Clerk
12/22/2023 7550662



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 checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Planning and Zoning Commission #2

Tracking Number

PZC 2024-03 & EDC 2024-06

Agenda Item Summary Memo

Title: PZC 2024-03 – Kendall County Petition 23-32 & 23-33 (A.B. Schwartz, LLC.)

Meeting and Date: City Council – January 23, 2024

Synopsis: 1.5-Mile Review of a proposed rezoning and future land use amendment.

Council Action Previously Taken:

Date of Action: PZC – 1/10/24 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2024-03 & EDC 2024-06

Type of Vote Required: Majority

Council Action Requested: Approval

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

Agenda Item Notes:

See attached memo.



Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: January 17, 2024
Subject: **PZC 2024-03 – Kendall Co. Petition 23-32 & 23-33 (Rezone)**
1.5 Mile Review (Grainco FS, Inc. & A.B. Schwartz)

SUMMARY:

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the city the opportunity to review and provide comments to Kendall County. The petitioners, Grainco FS, Inc. (owner) and A.B. Schwartz, LLC. (contract purchaser), are requesting approval of a map amendment (rezoning) and an amendment to Kendall County’s Future Land Use Map. The purpose of the request is to rezone the property located at 8115 IL Route 47 from A-1 Agricultural District to M-1 Limited Manufacturing District. Additionally, the petitioners are requesting to amend the Kendall County Future Land Use Map from “Transportation Corridor” to “Mixed Use Business”. The real property and is located north of Ament Road and immediately west of S. Bridge Street in unincorporated Kendall County.

A.B. Schwartz is under contract to purchase the ~20-acre property from Grainco F.S. for the purpose of operating a tile business, offices, warehouses, fuel storage, and other light industrial uses within existing structures (see images of the structures on the following page). Due to the change in use from agriculture in nature to industrial, the petitioners are requesting rezoning from A-1 to M-1. This will also necessitate an amendment to the Kendall County Future Land Use Map contained in the Land Resource Management Plan from Transportation Corridor to Mixed Use Business. Grainco FS utilized the property for fuel and ammonia storage, retail and wholesale agricultural feed, agricultural supply sales, and repair of farm equipment, semi-tractors/trailers, and automobiles. As proposed, A.B. Schwartz, LLC, will utilize the main structures for a tile business, but intend to lease out some of the remaining buildings for various construction related businesses.

PLANNING & ZONING COMMISSION ACTION:

In consideration of the proposed mile and one-half review of Kendall County Petitions 23-32 and 23-33 for a map amendment from A-1 to M-1 and an amendment to the Kendall County Future Land Use Map from Transportation Corridor to Mixed Use Business for an approximately 20-acre property consisting of five (5) parcels commonly known as 8115 Route 47, the Planning and Zoning Commission recommends to the City Council to not to object to the request.

Action:

Millen – aye; Williams – aye; Vinyard – aye; Goins – aye.
4 ayes; 0 nay

ATTACHMENTS

1. Planning & Zoning Commission staff memo dated 12-8-23
2. Application with Attachments



Memorandum

To: Planning and Zoning Commission
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: December 8, 2023
Subject: **PZC 2024-03 – Kendall Co. Petition 23-32 & 23-33 (Rezone)**
1.5 Mile Review (Grainco FS, Inc. & A.B. Schwartz)

SUMMARY:

Staff has reviewed a request from Kendall County Planning and Zoning Department along with the subsequent documents attached. This property is located within one and a half miles of the planning boundary for Yorkville, allowing the city the opportunity to review and provide comments to Kendall County. The petitioners, Grainco FS, Inc. (owner) and A.B. Schwartz, LLC. (contract purchaser), are requesting approval of a map amendment (rezoning) and an amendment to Kendall County’s Future Land Use Map. The purpose of the request is to rezone the property located at 8115 IL Route 47 from A-1 Agricultural District to M-1 Limited Manufacturing District. Additionally, the petitioners are requesting to amend the Kendall County Future Land Use Map from “Transportation Corridor” to “Mixed Use Business”. The real property and is located north of Ament Road and immediately west of S. Bridge Street in unincorporated Kendall County.

PROPERTY BACKGROUND:

The property is located at 8115 IL Route 47 in unincorporate Kendall County and consists of five (5) parcels totaling ~20-acres. Currently owned by Grainco FS, Inc., the site has a total of seven (7) agricultural style buildings as well as various diesel fuel/propane structures situated across two (2) parcels. The property is immediately southwest of Yorkville’s corporate boundary, approximately 0.30 miles (~1,600 feet) from the Windett Ridge residential subdivision.

In 1966, the property was rezoned to M-1 by Kendall County but was subsequently zoned back to A-1 in 1974 and granted a special use as part of a County-wide rezoning approval. The parcel has operated as Grainco F.S. (formerly Kendall-Grundy F.S), a provider of agronomic grain and energy products, since at least the 1970’s. Ceasing its retail, farm equipment, and truck repair operations over 5 years ago, Grainco F.S. will continue its gas and fuel storage business a tenant of the new owner, A.B. Schwartz.



REQUEST SUMMARY:

A.B. Schwartz is under contract to purchase the ~20-acre property from Grainco F.S. for the purpose of operating a tile business, offices, warehouses, fuel storage, and other light industrial uses within existing structures (see images of the structures on the following page). Due to the change in use from agriculture in nature to industrial, the petitioners are requesting rezoning from A-1 to M-1. This will also necessitate an amendment to the Kendall County Future Land Use Map contained in the Land Resource Management Plan from Transportation Corridor to Mixed Use Business. Grainco FS utilized the property for fuel and ammonia storage, retail and wholesale agricultural feed, agricultural supply sales, and repair of farm equipment, semi-tractors/trailers, and automobiles. As proposed, A.B. Schwartz, LLC, will utilize the main structures for a tile business, but intend to lease out some of the remaining buildings for various construction related businesses.



YORKVILLE COMPREHENSIVE PLAN:

Yorkville's 2016 Comprehensive Plan designation for this property is Estate/Conservation Residential (ECR) and Agricultural Zone (AZ). The ECR future land use is intended to provide flexibility for residential design in areas in Yorkville that can accommodate low-density detached single-family housing but also include sensitive environmental and scenic features that should be retained and enhanced. The AZ future land use designation is primarily intended for lands expected to remain for agricultural uses, both general farming and restricted forms such as pastures, gardening, kennel, riding stables, nurseries, and greenhouses.

The current land use and A-1 zoning is consistent with Yorkville's Comprehensive Plan, however, the proposed industrial land use is not. If approved, the proposed map amendment to M-1 and change to the Kendall County future land use designation from Transportation Corridor to Mixed Use Business would necessitate a review and potential amendment to Yorkville's Comprehensive Plan's future land use plans for this area. An appropriate future land use designation would be General Industrial (GI) which is intended for a broad range of warehousing and manufacturing activities.

STAFF COMMENTS

Staff is seeking input from the Planning and Zoning Commission as the one-and-a-half-mile review allows for the City to make comments and requests to the petitioner and County prior to their public meetings. This review will also be brought to the City Council at the January 23, 2024 meeting. This item was delivered to the City on November 17, 2023.

PROPOSED MOTION

In consideration of the proposed mile and one-half review of Kendall County Petitions 23-32 and 23-33 for a map amendment from A-1 to M-1 and an amendment to the Kendall County Future Land Use Map from Transportation Corridor to Mixed Use Business for an approximately 20-acre property consisting of five (5) parcels commonly known as 8115 Route 47, the Planning and Zoning Commission recommends to the City Council to (object or not to object) to the request.

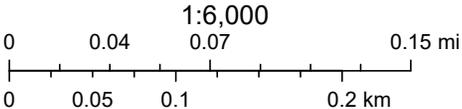
ATTACHMENTS

1. Application with Attachments

Distance from 8115 Rte. 47 to Nearest Residential Parcel in Windett Ridge



12/11/2023, 1:04:31 PM





DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

Petition 23-32

**Alan Drake on Behalf of Grainco FS, Inc. (Current Owner) and
Andrew and Robert Schwartz on Behalf of A.B. Schwartz, LLC
(Contract Purchaser)**

**Amendment to Future Land Use Map in Land Resource
Management Plan**

Transportation Corridor to Mixed Use Business

INTRODUCTION

A.B. Schwartz, LLC would like an amendment to the Future Land Use Map contained in the Land Resource Management Plan for approximately nineteen point eight more or less (19.8 +/-) acres located on the west side of Route 47 addressed as 8115 Route 47. If the change to the Future Land Use Map is approved, the Petitioner would like to rezone the property to M-1 in order to operate a tile business, offices, warehouses, fuel storage, and other light industrial uses.

The application letter is included as Attachment 1. Pictures of the property are included as Attachments 2-8.

The map amendment request is a separate petition (Petition 23-33).

SITE INFORMATION

PETITIONERS: Alan Drake on Behalf of Grainco FS, Inc. and Andrew and Robert Schwartz on Behalf of A.B. Schwartz, LLC

ADDRESS: 8115 Route 47, Yorkville

LOCATION: West Side of Route 47 Approximately 0.33 Miles North of Ament Road



TOWNSHIP: Kendall

PARCEL #s: 05-09-300-006
 05-09-300-007
 05-16-100-003
 05-16-100-004
 05-16-100-020

LOT SIZE: 19.8 +/- Acres

EXISTING LAND USE: Vacant and Improved Commercial

ZONING: 05-09-300-006 A-1 Agricultural
 05-09-300-007 A-1 Agricultural with Special Use Permits
 05-16-100-003 A-1 Agricultural
 05-16-100-004 A-1 Agricultural with Special Use Permits
 05-16-100-020 A-1 Agricultural with Special Use Permits

LRMP: Future Land Use	Transportation Corridor (Petitioner is requesting a change to Mixed Use Business) Yorkville's Plan calls for the property to be Agricultural.
Roads	Route 47 is a State maintained arterial road.
Trails	There are no trails planned in this area.
Floodplain/Wetlands	There are no floodplains or wetlands on the property.

REQUESTED ACTIONS: Amendment to Future Land Use Map from Transportation Corridor to Mixed Use Business
 Map Amendment Rezoning Property from A-1 Agricultural and A-1 Agricultural with Special Use Permits to M-1 Limited Manufacturing District

APPLICABLE REGULATIONS: Section 13:07 – Map Amendment Procedures

SURROUNDING LAND USE

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within ½ Mile
North	Improved Commercial and Agricultural	B-3	Transportation Corridor (County) Estate/Conservation Residential (Yorkville)	A-1, R-1, B-3 (County) R-2, R-3, B-1, and B-3 (Yorkville)
South	Transportation/Community/Utility (IDOT Yard) and Agricultural	A-1	Transportation Corridor and Commercial (County) Agricultural (Yorkville)	A-1, A-1 SU, R-3, and B-3

East	Agricultural/Farmstead	A-1 (County) R-2 and R-3 (Yorkville)	Transportation Corridor and Commercial (County) Agricultural (Yorkville)	A-1 (County) R-2 and R-3 (Yorkville)
West	Agricultural	A-1	Rural Residential (Max 0.65 DU/Acre (County) Agricultural (Yorkville)	A-1

The A-1 special use permits to the south are for a church, an illuminated sign, and a cemetery.

ACTION SUMMARY

KENDALL TOWNSHIP

Petition information was sent to Kendall Township on November 17, 2023.

UNITED CITY OF YORKVILLE

Petition information was sent to the United City of Yorkville on November 17, 2023.

BRISTOL-KENDALL FIRE PROTECTION DISTRICT

Petition information was sent to the Bristol-Kendall Fire Protection District on November 17, 2023.

ANALYSIS

The portions of the property identified by parcel identification numbers 05-09-300-007, 05-16-100-004, and 05-16-100-020 were originally rezoned to M-1 in 1966 by Ordinance 1966-08. These properties were rezoned back to A-1 and granted a special use permit during the County-wide rezoning in 1974. A special use permit was granted at these properties to expand the gas facilities in 1979 by Ordinance 1979-20. A special use permit for an illuminated sign was granted at the property in 1998 by Ordinance 1998-09. Ordinances 1966-08, 1979-20, and 1998-09 are included as Attachments 9-11.

In addition to the various zoning actions previously mentioned, the portion of the property identified by parcel identification number 05-16-100-020 was granted variances in 1997 for a reduction of the front yard setback by twenty feet (20') for a canopy and fuel pumps and a ten foot (10') front yard setback reduction for post placement. The information for this variance is included as Attachment 12.

Those portions of the property identified by parcel identification numbers 05-16-100-003 and 05-09-300-006 appear to have always been zoned A-1.

According to the definition of Transportation Corridor found on page 7-36 of the Land Resource Management Plan, this type of land use would be associated with the B-5 Business Planned Development District, B-6 Office and Research Park District, and limited B-3 Highway Business District.

The proposed tile business, offices, warehouses, fuel storage, and other light industrial uses would more applicably fit on properties zoned M-1, which more closely corresponds to the Mixed Use Business classification.

If the request is granted, the adjacent properties on the west side of Route 47 (the former Aux Sable Building and the Illinois Department of Transportation yard) could the submit the same reclassification request in the future. The types of uses of those building and properties could also fit into the Mixed Use Business classification.

RECOMMENDATION

Staff recommends approval of the requested amendment.

ATTACHMENTS

1. Application Letter
2. Picture of Main Building
3. Picture of Looking South by Main Building
4. Picture of South Side of Main Building and South Outbuildings
5. Picture South Outbuildings and Tanks
6. Picture Facing East
7. Picture Facing North
8. Picture of North Outbuilding
9. Ordinance 1966-08
10. Ordinance 1979-20
11. Ordinance 1998-09
12. Variance 1997-17

LAW OFFICES
OF

Daniel J. Kramer

1107A SOUTH BRIDGE STREET
YORKVILLE, ILLINOIS 60560
(630) 553-9500
Fax: (630) 553-5764

DANIEL J. KRAMER

KELLY A. HELLAND
D.J. KRAMER

November 15, 2023

Matt Asselmeier, Senior Planner
Kendall County Building & Zoning

Seth Wormley
Chairman of PB & Z Committee

Via E-mail: Masselmeier@co.kendall.il.us

RE: Grainco FS Owner Contract Purchaser A.B. Schwartz, LLC M-1 Zoning

Dear Gentlemen:

Let this letter stand as our Application and Request that we modify the existing Kendall County Land Resource Management Plan for tax parcels 05-16-100-004, 05-09-300-006, 05-16-100-003, 05-09-300-007, and 05-16-100-020 address 8115 Route 47, Yorkville, Illinois to be reclassified on the Future Land Use Map contained in the Kendall County Land Resource Management Plan from Transportation Corridor to Mixed Use Business for the purposes of the rezoning the properties to M-1 to allow for the operation of offices, warehouses, fuel storage and light industrial type uses.

Very truly yours,

Daniel J. Kramer

Daniel J. Kramer
Attorney at Law

DJK:cth



11/15/2023 15:27



11/15/2023 15:27



11/15/2023 15:28



11/15/2023 15:28



Attachment 7 Looking North



11/15/2023 15:27

Attachment 8 North Outbuilding



11/15/2023 15:27

05-16-100-004

005

05-09-300-007

Rezoned
A-1 SU after
74 Zoning change

ORDINANCE

66-8

now A-1-SU

79-20

AMENDING KENDALL COUNTY ZONING ORDINANCE AS AMENDED

WHEREAS, John T. Hoffman did petition the Zoning Board of Appeals of Kendall County for a public hearing in the manner required by law and the ordinances of Kendall County, Illinois for a proposed amendment to the Kendall County Zoning Ordinance adopted May 10, 1960, and

WHEREAS, said Zoning Board of Appeals did thereupon publish notice of a hearing on said proposed amendment to said Zoning Ordinance as provided by the Statutes of the State of Illinois, and did then hold a public hearing on said proposed amendment on the 6th day of May, A.D. 1966 on the site described in the petition and at the conclusion of said hearing said Zoning Board of Appeals voted in favor of recommending to the Board of Supervisors of Kendall County, Illinois that the petition be granted and the Zoning maps and ordinance be amended in the manner required by law

NOW THEREFORE, BE IT ORDAINED by the Board of Supervisors of Kendall County, Illinois that the following described property be and it is hereby rezoned from "A" Agriculture to "M1" Light Manufacturing and that the County Clerk be and is hereby ordered and directed to change the zoning map, to show the change in zoning classification;

Commencing at a point on the East line of the Northwest quarter of Section 16, Township 36 North, Range 7 East of the Third Principal Meridian at a point 869.22 feet South of the Northeast corner of said Northwest quarter of said section; thence West 39.6 feet to the West line of Highway Route 47, for a place of beginning; thence North 89°53' West, 575 feet; thence North 24°15' West, 769.2 feet; thence North 45°48' West, 886.9 feet to the West line of highway Route 47; thence Southerly along said Westerly line of highway Route 47, 1072.6 feet to the point of beginning, containing 15.25 acres, all in Kendall Township, Kendall County, Illinois,

Passed this 10th day of May, 1966.



Chairman County Board of Supervisors
Kendall County

ATTEST:



County Clerk

05-09-300-007
05-16-100-004
05-16-100-005

ORDINANCE 79-20
AMENDING KENDALL COUNTY ZONING ORDINANCE AS AMENDED

F923

WHEREAS, Kendall-Grundy F. S. did petition the Zoning Board of Appeals of Kendall County for a public hearing in the manner required by law and the ordinances of Kendall County, Illinois for a proposed amendment to the Kendall County Zoning Ordinance adopted January 16, 1940; and

WHEREAS, said Zoning Board of Appeals did thereupon publish notice of a hearing on said proposed amendment to said Zoning Ordinance as provided by the Statutes of the State of Illinois, and did then hold a public hearing on said proposed amendment on the 3rd day of August, 1979, A.D., on the site described in the petition and at the conclusion of said hearing said Zoning Board of Appeals voted in favor of recommending to the County Board of Kendall County, Illinois that the petition be granted and the zoning maps and ordinance be amended in the manner required by law; and

Still A-154

NOW THEREFORE, BE IT ORDAINED by the County Board of Kendall County, Illinois that the following described property be and it is hereby rezoned from A1, Agricultural District Special Use to expand facilities and that the County Clerk be and she is hereby ordered and directed to change the zoning map, to show the change in zoning classification:

That part of the West half of Section 9 and that part of the Northwest quarter of Section 16, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Section 16; thence Westerly along the northerly line of said Section 2672.0 feet to the tangent center line of Illinois State Route No. 47, extended from the South, thence South 0°00'00" East along said tangent center line of said tangent center line extended 869.22 feet; thence South 89°34'04" West 615.0 feet; thence North 24°54'19" West 778.36 feet to the point of beginning; thence continuing North 24°54'19" West 237.56 feet; thence North 65°13'06" East 942.72 feet to the westerly right of way line of said State Route No. 47 being 40.0 feet normally distance Southwesterly from the center line of said Route; thence Southeasterly along said Westerly right of way line being on a curve to the right having a radius of 5344.41 feet; an arc distance of 243.46 feet to a line drawn North 65°13'06" East from the point of beginning; thence South 65°13'06" West along said line 889.01 feet to the point of beginning; containing 5.00 acres,

AND, That part of the West half of Section 9 and that part of the Northwest quarter of Section 16, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Section 16; thence westerly along the Northerly line of said Section 2672.0 feet to the tangent center line of Illinois State Route No. 47, extended from the South, thence South 0°00'00" East along said tangent center line and said Tangent center line extended, 869.22 feet; thence south 89°34'04" West 615.0 feet for the point of beginning; thence North 24°54'19" West 778.36 feet; thence North 65°13'06" East 889.01 feet to the Westerly right of way line of said State Route No. 47 being 40.0 feet normally distant southwesterly from the center line of said Route; thence Southeasterly along said Westerly right of way line being

on a curve to the right having a radius of 5344.41 feet; an arc distance of 1012.51 feet; thence South $0^{\circ}00'00''$ East along said Westerly right of way line being tangent to the last described curve at the last described point 67.82 feet to a line drawn North $89^{\circ}34'04''$ East from the point of beginning; thence South $89^{\circ}34'04''$ West 575.0 feet to the point of beginning; containing 15.4829 acres in the Township of Kendall, Kendall County, Illinois.

BE IT FURTHER ORDAINED that the above special use classification shall be expressly made subject to the following conditions:

1. The County Board to make determination of fencing requirement around berm.
2. Engineer shall make a study and recommendations to control water runoff and retain any chemical spills.
3. IDOT shall be contacted to make recommendations for improving ingress and egress to Rt. 47. F. S. to cooperate and install, within reason, recommended improvements.
4. Additional lighting shall be installed.

PASSED THIS 14th day of August, 1979.


Chairman, County Board of Kendall
County, Illinois

ATTEST:



County Clerk

05-16-100-004
05-09-300-007
05-16-100-005
Zoning Petition
#9808

State of Illinois
County of Kendall

listed as 79-2

ORDINANCE NUMBER 98-09

**GRANTING SPECIAL USE ZONING PERMIT
KENDALL- GRUNDY F.S.
SIGN - 8115 IL ROUTE 47**

WHEREAS, Larry Mattison, the operations manager and duly authorized agent for the Kendall-Grundy F.S. property at 8115 IL Route 47 in Section 16 of Kendall Township, filed a petition for special use approval of a sign; and

WHEREAS, said property is currently zoned A-1 Agricultural District with a Special Use in accordance with Ordinance 79-20, with tax parcel identification number 05-16-100-005, and is further identified on the attached Exhibit A: Legal Description; and

WHEREAS, said property and project site is further detailed on the attached Exhibit B: Plot Plan; and

WHEREAS, said property conducts motor fuel retail sales; and

WHEREAS, said petition is for an illuminated sign that would be two-sided, with face no greater than 36 square feet in area, and conforming to all other regulations, including the advertising the sale of products on the property; and

WHEREAS, said sign is further illustrated on the attached Exhibit C: Sign Dimensions; and

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, findings of fact, and recommendation by the Zoning Board of Appeals; and

WHEREAS, the Kendall County Board finds that said petition, along with the conditions specified in this ordinance, is in conformance with the provisions of the Kendall County Zoning Ordinance;

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a special use zoning permit to construct an illuminated sign on the property at 8115 IL Route 47 at the site specified on Exhibit B, and in the size and manner specified in Exhibit C, in conformance to the Kendall County Zoning Ordinance.

Failure to comply with the terms of this ordinance may be cited as a basis for amending or revoking this special use permit.

IN WITNESS OF, this ordinance has been enacted on June 16, 1998.

[Redacted Signature]

John A. Church
Kendall County Board Chairman

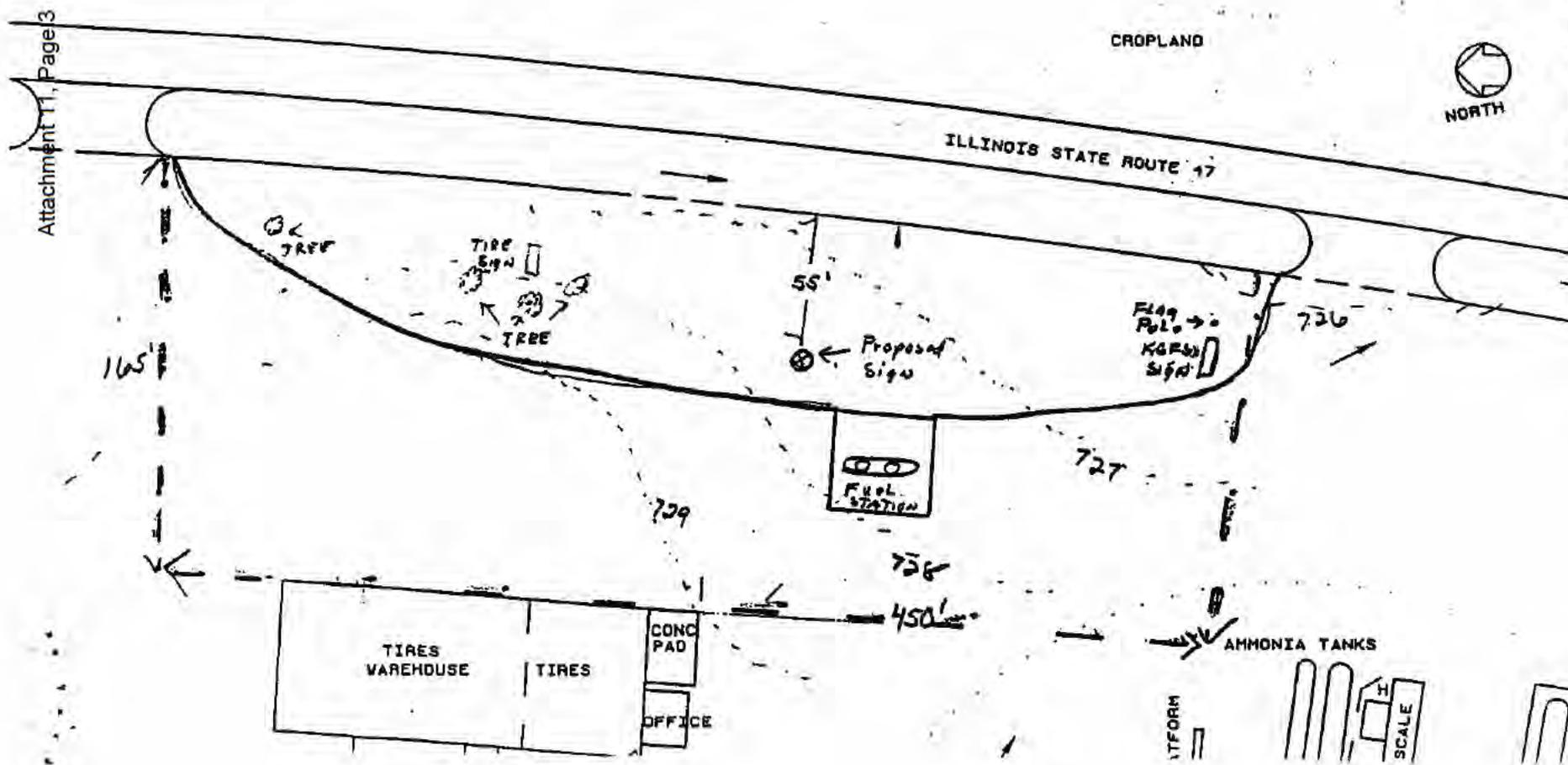
[Redacted Signature]

Paul Anderson
Kendall County Clerk

LEGAL DESCRIPTION
FOR KENDALL GRUNDY FS, INC.

THAT PART OF THE WEST HALF OF SECTION 9 AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SECTION 2672.0 FEET TO THE TANGENT CENTER LINE OF ILLINOIS STATE ROUTE NO. 47, EXTENDED FROM THE SOUTH; THENCE SOUTH 0°00'00" EAST ALONG SAID TANGENT CENTER LINE AND SAID TANGENT CENTER LINE EXTENDED, 869.22 FEET; THENCE SOUTH 89°34'04" WEST 615.0 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 24°54'19" WEST 778.36 FEET; THENCE NORTH 65°13'06" EAST 889.01 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID STATE ROUTE NO. 47, BEING 40.0 FEET NORMALLY DISTANT SOUTHWESTERLY FROM THE CENTER LINE OF SAID ROUTE; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 5344.41 FEET, AN ARC DISTANCE OF 1012.51 FEET; THENCE SOUTH 0°00'00" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE BEING TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT 67.82 FEET TO A LINE DRAWN NORTH 89°34'04" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°34'04" WEST 575.0 FEET TO THE POINT OF BEGINNING; CONTAINING 15.4829 ACRES IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.

ROWMARK INC. Engineering Services 781 Towanda Avenue Bloomington, Illinois 61701	Revisions PETRO TANKS 7/29/79 GENERAL 7/18/79 BULK NERVE 11/29/81 GEN 4/25/84 CHANGE VHSE 8/31/84 NEW VHSE 11/24/84 RELOCATE 11/19/84 30,000 NH3 3/25/88 AGCHEM UPDATE PERMIT 12/92 3/93, 2/95 EQUIP/TRUCK BLDGS 1/29/97 FUEL 24 3/14/97 LS 5/30/97 LS 8/4/97 LS	Date 7/23/78 Scale 1" = 50' 0" Designed By SANDS Drawn By MYERS	1 of 2	WCKENDALL GRUNDY FS INC YORKVILLE, ILLINOIS Disc PLOT PLAN
			Dir 039	



Attachment 11, Page 3

EXHIBIT B: PLOT PLAN
#9808 - Kendall-Grundy F.S. - Sign - Special Use

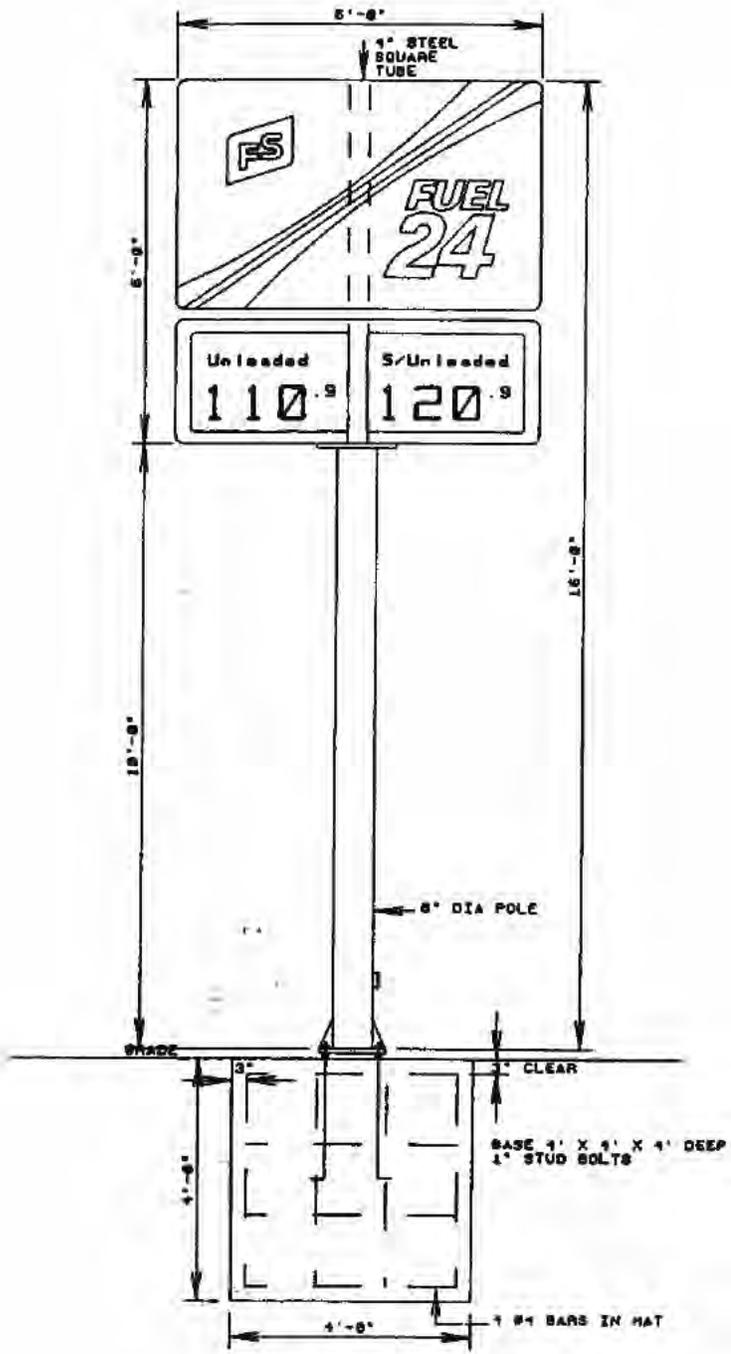


EXHIBIT C: SIGN DIMENSIONS
#9808 · Kendall-Grundy F.S. · Sign · Special Use

**ZONING BOARD OF APPEALS
COUNTY OF KENDALL
111 West Fox Street
Yorkville, Illinois 60560**

Roll Call:

		Hearing:	#740
Richard Bark	present		
Floyd Dierzen	present	File:	#9717
William Ford	present		
James Friedrich	present	Date:	July 29, 1997
Paul Scholtes	present		
Mary Ann Stees	present	Time:	7:00 p.m.

RE: Kendall - Grundy FS - Variation

An application for a variance from Section 7.0.D.1.A of the Kendall County Zoning Ordinance pursuant to Section 13.04.B.2 was submitted to the Kendall County Zoning Officer.

The applicant is requesting a variance of the front yard setback in the agricultural district.

After due notice as required by law, the Zoning Board of Appeals held a public hearing on Tuesday, July 29, 1997 at 7:00 p.m. in the Kendall County Board Room at 111 West Fox Street in Yorkville, Illinois.

At the hearing Mr. Manning explained a petition was received from the owner of the Kendall - Grundy Farm Service property for their facility located at 8115 So. Rt. 47, Kendall Township. The property currently has an A-1 Special Use. It was determined when that Special Use was established, that a petroleum service station and sales use of the property would be a permitted use. The petitioners would now like to establish and construct that on this property. They have submitted a site plan showing a pump island set back 90' from the right-of-way on Rt. 47 with an overhead canopy set back 80' from the right-of-way.

Mr. Manning stated he had received a letter from Andrew Sviria, an engineer for District 3 of IDOT. The letter contained IDOT's long range plan to shift the right-of-way for Rt. 47 and showed their drawing. The plan will shift the west right-of-way line another 20' west. When that occurs, it would put the canopy setback at 60'.

Dan Kramer, attorney, and Larry Matteson, FS manager, were sworn in by Chairman Ford. Mr. Kramer explained the current right-of-way is 120' (60' west and 60' east). He talked to Mr. Sviria and explained that the canopy would not be an enclosed building. Jason Poppen from IDOT called him and said the head engineer reviewed this and did not see a problem. Mr. Kramer asked for this to be put in writing as soon as possible. He said that when asking for a recommendation tonight, that the vote be contingent upon Mr. Manning receiving that letter withdrawing their objection.

Mr. Kramer entered petitioners exhibit #1 showing an aerial view of the property and pointed out the IDOT building is as close as the variance FS is asking for. (80' off the right-of-way line). FS plans on putting a two pump island in on this specific spot so there will be a wide enough swing area for the trucks.

This location is right next to the existing building which houses the computers and the cash register. There will be no additional buildings constructed. Mr. Kramer entered a color picture of the proposed canopy as exhibit #2. The canopy top will be 80' and will cover the two pumps north and south to the road. He is asking for a variance of 20' for the canopy and a 10' variance for the posts.

Mr. Manning questioned if there could not be other locations. Mr. Matteson explained why this location is the best in his opinion due to congestion and the loading docks. He said they will sell to the public both deisel and gas with the two pumps.

After testimony the Zoning Board made the following findings of fact: (13.04.A.2)

1. Are there particular physical surroundings, shape or topographical condition of the property involved that would result in a hardship upon the owner as distinguished from a mere inconvenience or loss of revenue? NO
2. The conditions upon the requested variation is based applicable to other property within the same zoning classification. UNIQUE
3. Does the alleged difficulty or hardship been created by any person having interest in the property? NO
4. At the granting of the variation detrimentally effect the public welfare or injurious to other property or improvements in the neighborhood. NO
5. Will the proposed variation impair adequate supply of light or air to adjacent property or increase congestion in the public street or increase danger of fire or endanger of public safety or substantially diminish or impair property values? NO, modest increase in traffic.
6. Does the proposed variance comply with the spirit and intent of the ordinance? YES

Member Dierzen motioned and Member Friedrich seconded to grant the variance request with the following stipulations: pending approval from the State of Illinois IDOT in writing.

VOTE:	Bark	YES	Dierzen	YES
	Friedrich	YES	Scholtes	YES
	Stees	YES	Ford	YES

MOTION CARRIED.

[Redacted Signature]

Recording Secretary

[Redacted Signature]

Chairman, Zoning Board of Appeals



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 203

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

Petition 23-33

**Alan Drake on Behalf of Grainco FS, Inc. (Current Owner) and
Andrew and Robert Schwartz on Behalf of A.B. Schwartz, LLC
(Contract Purchaser) Map Amendment Rezoning from A-1 and
A-1 SU to M-1**

INTRODUCTION

A.B. Schwartz, LLC would like a map amendment rezoning approximately nineteen point eight more or less (19.8 +/-) acres located on the west side of Route 47 addressed as 8115 Route 47 from A-1 Agricultural District and A-1 SU to M-1 Limited Manufacturing District in order to operate a tile business, offices, warehouses, fuel storage, and other light industrial uses.

The application materials are included as Attachment 1. Pictures of the property are included as Attachments 2-8.

The amendment to the Future Land Use Map is a separate petition (Petition 23-32).

SITE INFORMATION

PETITIONERS: Alan Drake on Behalf of Grainco FS, Inc. and Andrew and Robert Schwartz on Behalf of A.B. Schwartz, LLC

ADDRESS: 8115 Route 47, Yorkville

LOCATION: West Side of Route 47 Approximately 0.33 Miles North of Ament Road



TOWNSHIP: Kendall

PARCEL #s: 05-09-300-006
 05-09-300-007
 05-16-100-003
 05-16-100-004
 05-16-100-020

LOT SIZE: 19.8 +/- Acres

EXISTING LAND USE: Vacant and Improved Commercial

ZONING: 05-09-300-006 A-1 Agricultural
 05-09-300-007 A-1 Agricultural with Special Use Permits
 05-16-100-003 A-1 Agricultural
 05-16-100-004 A-1 Agricultural with Special Use Permits
 05-16-100-020 A-1 Agricultural with Special Use Permits

LRMP: Future Land Use	Transportation Corridor (Petitioner is requesting a change to Mixed Use Business) Yorkville's Plan calls for the property to be Agricultural.
Roads	Route 47 is a State maintained arterial road.
Trails	There are no trails planned in this area.
Floodplain/Wetlands	There are no floodplains or wetlands on the property.

REQUESTED ACTIONS: Amendment to Future Land Use Map from Transportation Corridor to Mixed Use Business

Map Amendment Rezoning Property from A-1 Agricultural and A-1 Agricultural with Special Use Permits to M-1 Limited Manufacturing District

APPLICABLE REGULATIONS: Section 13:07 – Map Amendment Procedures

SURROUNDING LAND USE

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within 1/2 Mile
North	Improved Commercial and Agricultural	B-3	Transportation Corridor (County) Estate/Conservation Residential (Yorkville)	A-1, R-1, B-3 (County) R-2, R-3, B-1, and B-3 (Yorkville)
South	Transportation/Community/Utility (IDOT Yard) and Agricultural	A-1	Transportation Corridor and Commercial (County) Agricultural (Yorkville)	A-1, A-1 SU, R-3, and B-3

East	Agricultural/Farmstead	A-1 (County) R-2 and R-3 (Yorkville)	Transportation Corridor and Commercial (County) Agricultural (Yorkville)	A-1 (County) R-2 and R-3 (Yorkville)
West	Agricultural	A-1	Rural Residential (Max 0.65 DU/Acre (County) Agricultural (Yorkville)	A-1

The A-1 special use permits to the south are for a church, an illuminated sign, and a cemetery.

PHYSICAL DATA

ENDANGERED SPECIES REPORT

EcoCAT Report submitted and consultation was terminated (see Attachment 1, Pages 18-20).

NATURAL RESOURCES INVENTORY

The application for NRI was submitted on November 12, 2023 (see Attachment 1, Page 17).

ACTION SUMMARY

KENDALL TOWNSHIP

Petition information was sent to Kendall Township on November 17, 2023.

UNITED CITY OF YORKVILLE

Petition information was sent to the United City of Yorkville on November 17, 2023.

BRISTOL-KENDALL FIRE PROTECTION DISTRICT

Petition information was sent to the Bristol-Kendall Fire Protection District on November 17, 2023.

GENERAL INFORMATION

The portions of the property identified by parcel identification numbers 05-09-300-007, 05-16-100-004, and 05-16-100-020 were originally rezoned to M-1 in 1966 by Ordinance 1966-08. These properties were rezoned back to A-1 and granted a special use permit during the County-wide rezoning in 1974. A special use permit was granted at these properties to expand the gas facilities in 1979 by Ordinance 1979-20. A special use permit for an illuminated sign was granted at the property in 1998 by Ordinance 1998-09. Ordinances 1966-08, 1979-20, and 1998-09 are included as Attachments 9-11.

In addition to the various zoning actions previously mentioned, the portion of the property identified by parcel identification number 05-16-100-020 was granted variances in 1997 for a reduction of the front yard setback by twenty feet (20') for a canopy and fuel pumps and a ten foot (10') front yard setback reduction for post placement. The information for this variance is included as Attachment 12.

Those portions of the property identified by parcel identification numbers 05-16-100-003 and 05-09-300-006 appear to have always been zoned A-1.

BUILDING CODES

Per the site plan (Attachment 1, Page 21), there are seven (7) buildings presently located on the property. Any new buildings, expansion of existing buildings, or remodeling of these buildings would require applicable building permits and the work would be required to meet applicable building codes. The Petitioners indicate that no new buildings are planned at this time. Any structures or uses that encroach into required setbacks would be considered lawfully non-conforming. Any changes to site, such as new buildings or expanded parking areas, would trigger site plan review and approval under the Zoning Ordinance.

UTILITIES

The site is serviced by a well and septic. There is electricity onsite. There are several LP tanks onsite.

ACCESS

The property fronts Route 47 and has two (2) access points off of Route 47. Deceleration lanes exist at both entrances on Route 47.

PARKING AND INTERNAL TRAFFIC CIRCULATION

The site plan shows several gravel and asphalt areas. No dedicated parking spaces appear onsite. Any new parking lots would have to meet applicable regulations.

ODORS

Based on the proposed uses, no new odors are foreseen. The owners of the property would have to follow applicable odor control regulations based on potential other future M-1 allowable uses.

LIGHTING

The site plan shows one (1) light pole and there are some existing lights on several of the buildings.

The amount of lighting could expand on the property if they install a larger parking lot or if different uses move onto the property.

LANDSCAPING AND SCREENING

No changes to the landscaping or property screening are proposed.

If improvements are made to the site in the future, landscaping and screening would be required as part of site plan review.

SIGNAGE

Any signage would have to meet applicable regulations and secure permits.

NOISE CONTROL

Based on the proposed uses, no new noise issues are foreseen. The owners of the property would have to follow applicable noise control regulations based on potential other future M-1 allowable uses.

STORMWATER

The site plan shows two (2) stormwater inlets.

Since no new buildings or impervious surfaces were proposed, a stormwater permit was not required. However, if additional buildings or impervious surfaces are added to the site in the future, stormwater permits could be required at that time.

FINDINGS OF FACT

§13:07.F of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order to recommend in favor of the applicant on map amendment applications. They are listed below in *italics*. Staff has provided findings in **bold** below based on the recommendation:

Existing uses of property within the general area of the property in question. **The surrounding properties are used for agricultural purposes, larger lot single-family residential uses, Illinois Department of Transportation storage yard, and vacant commercial space that might seek rezoning to industrial in the future.**

The Zoning classification of property within the general area of the property in question. **The surrounding properties are zoned A-1 and B-3 in the unincorporated area and R-2 and R-3 inside the United City of Yorkville.**

The suitability of the property in question for the uses permitted under the existing zoning classification. **The Petitioners propose to use the property for more light industrial type uses that are not allowed in the**

A-1 Agricultural Zoning District.

The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification. The trend of development in the area is a mix of agricultural, storage and warehousing, and other light industrial type uses.

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The Future Land Use Map in the Land Resource Management Plan classifies this property as Transportation Corridor. The United City of Yorkville's Plan calls for the property to be Agricultural. The Petitioners are also pursuing a change to the County's Future Land Use Map to Mixed Use Business. If this change is approved, then the requested map amendment would be consistent with the County's Land Resource Management Plan.

RECOMMENDATION

If the requested amendment to the Future Land Use Map in the Land Resource Management Plan reclassifying this property as Mixed Use Business is approved, Staff recommends approval of the proposed map amendment.

ATTACHMENTS

1. Application Materials
2. Picture of Main Building
3. Picture of Looking South by Main Building
4. Picture of South Side of Main Building and South Outbuildings
5. Picture South Outbuildings and Tanks
6. Picture Facing East
7. Picture Facing North
8. Picture of North Outbuilding
9. Ordinance 1966-08
10. Ordinance 1979-20
11. Ordinance 1998-09
12. Variance 1997-17



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Yorkville, IL • 60560
 (630) 553-4141 Fax (630) 553-4179

APPLICATION

PROJECT NAME A.B. SCHWARTZ, LLC FILE #: _____

NAME OF APPLICANT (Including First, Middle Initial, and Last Name)		
A. B. SCHWARTZ, LLC		
CURRENT LANDOWNER/NAME(s)		
Grainco F.S.		
SITE INFORMATION ACRES	SITE ADDRESS OR LOCATION	ASSESSOR'S ID NUMBER (PIN)
19.8708	8115 Route 47, Yorkville, IL 60560	05-16-100-004, 05-09-300-006, 05-16-100-003
EXISTING LAND USE	CURRENT ZONING	LAND CLASSIFICATION ON LRMP
fuel storage, truck repair, contractor storage	A-1 Sepcial Use	A-1
REQUESTED ACTION (Check All That Apply):		
<input type="checkbox"/> SPECIAL USE	<input checked="" type="checkbox"/> MAP AMENDMENT (Rezone to <u>M-1</u>)	<input type="checkbox"/> VARIANCE
<input type="checkbox"/> ADMINISTRATIVE VARIANCE	<input type="checkbox"/> A-1 CONDITIONAL USE for: _____	<input type="checkbox"/> SITE PLAN REVIEW
<input type="checkbox"/> TEXT AMENDMENT	<input type="checkbox"/> RPD (<input type="checkbox"/> Concept; <input type="checkbox"/> Preliminary; <input type="checkbox"/> Final)	<input type="checkbox"/> ADMINISTRATIVE APPEAL
<input type="checkbox"/> PRELIMINARY PLAT	<input type="checkbox"/> FINAL PLAT	<input type="checkbox"/> OTHER PLAT (Vacation, Dedication, etc.)
AMENDMENT TO A SPECIAL USE (<input type="checkbox"/> Major; <input type="checkbox"/> Minor)		
PRIMARY CONTACT	PRIMARY CONTACT MAILING ADDRESS	PRIMARY CONTACT EMAIL
Daniel J. Kramer	1107A S. Bridge Street, Yorkville, IL 60560	dkramer@dankramerlaw.com
PRIMARY CONTACT PHONE #	PRIMARY CONTACT FAX #	PRIMARY CONTACT OTHER # (Cell, etc.)
630-553-9500	630-553-5764	
ENGINEER CONTACT	ENGINEER MAILING ADDRESS	ENGINEER EMAIL
NONE		
ENGINEER PHONE #	ENGINEER FAX #	ENGINEER OTHER # (Cell, etc.)
I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.		
I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES. THE APPLICANT ATTESTS THAT THEY ARE FREE OF DEBT OR CURRENT ON ALL DEBTS OWED TO KENDALL COUNTY AS OF THE DATE OF THE APPLICATION.		
SIGNATURE OF APPLICANT		DATE
		11/8/2023

FEE PAID:\$ _____
 CHECK #: _____

¹Primary Contact will receive all correspondence from County

²Engineering Contact will receive all correspondence from the County's Engineering Consultants


DEPARTMENT OF PLANNING, BUILDING & ZONING

 111 West Fox Street • Yorkville, IL • 60560
 (630) 553-4141 Fax (630) 553-4179

APPLICATION

 PROJECT NAME A.B.SCHWARTZ, LLC FILE #: _____

NAME OF APPLICANT (Including First, Middle Initial, and Last Name)		
1 <u>A.B.SCHWARTZ, LLC</u>		
CURRENT LANDOWNER/NAME(s)		
<u>Grainco F.S.</u>		
SITE INFORMATION	SITE ADDRESS OR LOCATION	ASSESSOR'S ID NUMBER (PIN)
ACRES <u>19.8708</u>	<u>8115 Route 47, Yorkville, IL 60560</u>	<u>05-01-300-007</u> <u>05-16-100-020</u> 05-16-100-004, 05-09-300-006, 05-16-100-003
EXISTING LAND USE	CURRENT ZONING	LAND CLASSIFICATION ON LRMP
<u>fuel storage, truck repair, contractor storage</u>	<u>A-1 Sepcial Use</u>	<u>A-1</u>
REQUESTED ACTION (Check All That Apply):		
<input type="checkbox"/> SPECIAL USE	<input checked="" type="checkbox"/> MAP AMENDMENT (Rezone to <u>M-1</u>)	<input type="checkbox"/> VARIANCE
<input type="checkbox"/> ADMINISTRATIVE VARIANCE	<input type="checkbox"/> A-1 CONDITIONAL USE for: _____	<input type="checkbox"/> SITE PLAN REVIEW
<input type="checkbox"/> TEXT AMENDMENT	<input type="checkbox"/> RPD (<input type="checkbox"/> Concept; <input type="checkbox"/> Preliminary; <input type="checkbox"/> Final)	<input type="checkbox"/> ADMINISTRATIVE APPEAL
<input type="checkbox"/> PRELIMINARY PLAT	<input type="checkbox"/> FINAL PLAT	<input type="checkbox"/> OTHER PLAT (Vacation, Dedication, etc.)
AMENDMENT TO A SPECIAL USE (<input type="checkbox"/> Major; <input type="checkbox"/> Minor)		
1PRIMARY CONTACT	PRIMARY CONTACT MAILING ADDRESS	PRIMARY CONTACT EMAIL
<u>Daniel J. Kramer</u>	<u>1107A S. Bridge Street, Yorkville, IL 60560</u>	<u>dkramer@dankramerlaw.com</u>
PRIMARY CONTACT PHONE #	PRIMARY CONTACT FAX #	PRIMARY CONTACT OTHER #(Cell, etc.)
<u>630-553-9500</u>	<u>630-553-5764</u>	
2ENGINEER CONTACT	ENGINEER MAILING ADDRESS	ENGINEER EMAIL
<u>NONE</u>		
ENGINEER PHONE #	ENGINEER FAX #	ENGINEER OTHER # (Cell, etc.)
I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.		
I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES. THE APPLICANT ATTESTS THAT THEY ARE FREE OF DEBT OR CURRENT ON ALL DEBTS OWED TO KENDALL COUNTY AS OF THE DATE OF THE APPLICATION.		
SIGNATURE OF APPLICANT		DATE
<input checked="" type="checkbox"/> _____		<u>11-12-23</u>

 FEE PAID: _____
 CHECK #: _____

¹Primary Contact will receive all correspondence from County

²Engineering Contact will receive all correspondence from the County's Engineering Consultants

1. The surrounding and neighboring uses of the subject real property are consistent with the propose use of the Zoning Applicant/Contract Purchaser. Grainco F.S. and its predecessor in title used the subject site for years for fuel and ammonia storage, for retail and wholesale agricultural feed and agricultural supply sales, car/truck repair shop for farm equipment, semi tractors and trailers and automobiles. Usage of applicant is going to be primarily for a tile business but they do anticipate leasing out some of the buildings on-site for various construction businesses that could use the same type of building and usage previously undertaken by Grainco F.S. and its predecessors in title.
2. The uses in the area are similar and include A-1 Agricultural, B3 Highway, A-1 Special Use, the current IDOT Facility that I do not believe has any special zoning but is certainly an M-1 type of use with salt storage, storage of heavy machinery and construction equipment.
3. The property is suitable for the existing and requested uses of the Applicants. The difference is that currently the property has as an A-1 Special Use Zoning that is totally in relation Agricultural uses including the facility having been used for fuel storage, ammonia storage, farm vehicles, outdoor equipment storage, and truck and tractor repair inside the main building. It further served as a retail and wholesale outlet for agricultural input products, animal feed, and pet feed related products.

Applicants anticipate renting some of the existing buildings for inside storage of construction equipment and construction offices which require an M-1 Zoning.

4. The trend of development in the area is towards business, commercial, and transportation uses and has not generated any type of retail use currently.
5. The project is consistent with the Kendall County Land Resource Management Plan which encourages commercial and manufacturing uses on all weather highways with good transportation access which squarely is on point with Illinois Route 47. The proposed and existing uses conform to the other uses in the area. The applicants fully intends to comply with all Kendall County Zoning Ordinances and Regulations.

Petitioners are seeking a change in zoning from A1 Special Use to M-1 for the operation of a tile business, constructions business, storage of existing LP tanks and related uses under M-1 Zoning

LEGAL DESCRIPTION:

That Part of the West Half of Section 9 and that Part of the Northwest Quarter of Section 16, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Northeast Corner of said Section 16; thence Westerly, along the Northerly Line of said Section, 2672.0 feet to the tangent center line of Illinois State Route No. 47, extended from the South; thence South 00°00'00" East, along said tangent center line and said tangent center line extended, 869.22 feet; thence South 89°34'04" West, 615.0 feet for the point of beginning; thence North 24°54'19" West, 1015.92 feet; thence North 65°13'06" East, 942.72 feet to the Westerly Right of Way Line of said State Route No. 47, being 40 feet normally distant, Southwesterly from the center line of said Route; thence Southeasterly, along said Westerly Right of Way Line, being a curve to the right having a radius of 5344.41 feet, an arc distance of 1246.0 feet; thence South 00°00'00" East, along said Westerly Right of Way Line, being tangent to the last described curve at the last described point, 67.82 feet to a line drawn North 89°34'04" East from the point of beginning; thence South 89°34'04" West, 575.0 feet to the point of beginning;

LESS AND EXCEPT that portion of property conveyed to People of the State of Illinois, Department of Transportation from Kendall-Grundy F.S., Inc. by Warranty Deed dated May 29, 1990 and recorded July 9, 1990 in Deed Book 291, Page 269;

AND BEING a portion of the same property conveyed to Grainco FS, Inc. successor by virtue of merger with Kendall-Grundy FS, Inc., formerly Kendall Farmers Oil Company who acquired title from Robert A. Dhuse and Carol V. Dhuse by Deed dated December 2, 1974 and recorded December 2, 1974 in Instrument No. 74-5432.

LAW OFFICES
OF

Daniel J. Kramer

1107A SOUTH BRIDGE STREET
YORKVILLE, ILLINOIS 60560
(630) 553-9500
Fax: (630) 553-5764

DANIEL J. KRAMER

**KELLY A. HELLAND
D.J. KRAMER**

November 15, 2023

Matt Asselmeier
Kendall County Building & Zoning
111 W. Fox St.
Yorkville, IL 60560

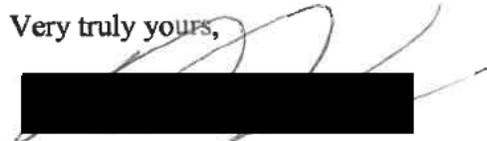
Re: A.B.Schwartz, LLC M-1 Zoning Application

Dear Matt:

Enclosed please find the deeds showing proof of ownership and if you look at the deeds you will see the Owner's Corporate names has changed but it has still remained the same owner.

Should you have any questions please feel free to call my office.

Very truly yours,



Daniel J. Kramer
Attorney at Law

DJK/cth
Encl.

201762

THE GRANTORS, ROBERT A. DHUSE and CAROL V. DHUSE, each in their own right and as husband and wife,

of the Township of Kendall County of Kendall State of Illinois

for and in consideration of the sum of Ten Dollars and other valuable consideration in hand paid Convey... and Warrant... to KENDALL-GRUNDY F.S., INC., formerly Kendall Farmers Oil Company

of the City of Yorkville County of Kendall State of Illinois

the following described Real Estate, to-wit:

That part of the West half of Section 9 and that part of the Northwest quarter of Section 16, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Section 16; thence Westerly along the Northerly line of said section, 2672 feet to the tangent center line of Illinois State Route No. 47, extended from the South; thence South 0° 00' East along said tangent center line and said tangent center line extended, 869.22 feet; thence South 89° 34' 04" West 615 feet for the point of beginning; thence North 24° 54' 19" West 778.36 feet; thence North 65° 13' 06" East 889.01 feet to the Westerly right of way line of said State Route No. 47, being 40 feet normally distant Southwesterly from the center line of said Route; thence Southeasterly along said Westerly right of way line being on a curve to the right having a radius of 5344.41 feet, an arc distance of 1002.54 feet; thence South 0° 00' 00" East along said Westerly right of way line being tangent to the last described curve at the last described point 87.82 feet to a line drawn North 89° 34' 04" East from the point of beginning; thence South 89° 34' 04" West 575 feet to the point of beginning (except that part described as follows: Commencing at the Northeast corner of said Northwest quarter; thence South along the East line of said quarter section 869.22 feet; thence West 39.60 feet to the Westerly line of State Route No. 47 for the point of beginning; thence North 89° 53' West 575 feet; thence North 24° 15' West 512.80 feet; thence North 65° 48' East 816.70 feet to the Westerly

(Continued on Reverse Side)

situated in the Township of Kendall County of Kendall in the State of Illinois, hereby releasing and waiving rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Instrument Prepared By: Dallas C. Ingemansson, Ingemansson & Bassak, Attorneys at Law, 108 W. Van Buren Street, Yorkville, Illinois 60560

Done this 2nd day of December, A.D. 1974

[SEAL] Robert A. Dhuse [SEAL] Carol V. Dhuse [SEAL]

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that

Robert A. Dhuse and Carol V. Dhuse, each in their own right and as husband and wife, personally known to me to be the same persons

whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, this 2nd day of December, A.D. 1974

Notary Public, Kendall County, Illinois

MAIL TAX BEL TO:

NAME, Kendall-Grundy F.S., Inc.

Document No. 74-5432

Filed for record in Recorder's Office of Kendall County, Illinois.

at 3:13 p.m.

74-5432 DEC 6 - 1974



201762

WARRANTY
DEED

City: Morris, Illinois 60450
Address: 116 E. Washington Street
Name: Kendall-Grundy F. S., Inc.

RETURN TO: *Improment & Bank*
Chicago Title Insurance Company
Kendall County Office
220 Bridge Street
Yorkville, Illinois 60550



Legal Description Continued:

line of said State Route No. 47; thence Southerly along said Westerly line 806.20 feet to the point of beginning; in the Township of Kendall, Kendall County, Illinois.

Subject to general real estate taxes for the year 1974 and subsequent years.

DEC 6 - 1974

AFFIDAVIT

(FILE WITH JEAN P. BRADY, RECORDER OF DEEDS OF KENDALL COUNTY)

STATE OF ILLINOIS)
COUNTY OF KENDALL) SS.

Document # 74-5432

Dallas C. Ingemanson, being duly sworn on oath,
states that he resides at Yorkville, Illinois

That the attached deed represents:

1. A distinct separate parcel on record prior to July 17, 1959.
2. A distinct separate parcel qualifying for a Kendall County building permit prior to August 10, 1971.
3. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
4. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
5. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
6. The conveyance of parcels of land or interest therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
7. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
8. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
9. Conveyances made to correct descriptions in prior conveyances.
10. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than 2 parts and not involving any new streets or easements of access.
11. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further state that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Kendall County, Illinois, to accept the attached deed for recording.

SUBSCRIBED and SWORN to before me

this 21 day of December, 1974

[Redacted signature area]

[Redacted signature area]

This instrument prepared by [redacted]
108 W. Van Emmon St., Yorkville, Ill.

203032

THE GRANTEE, ROBERT DRUSE and CAROL DRUSE, husband and wife,

of the Township of Kendall County of Kendall State of Illinois
for and in consideration of the sum of Ten Dollars and other valuable consideration in hand paid Convey... and Warranty...
in KENDALL GRUNDFY FH, INC., an Illinois corporation

of the Township of Kendall County of Kendall State of Illinois

the following described Real Estate, to-wit: That part of the West half of Section 9 and that part of the Northwest Quarter of Section 16, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Section 16; thence Westerly along the Northerly line of said Section 2672.0 feet to the tangent center line of Illinois State Route No. 47, extended from the South; thence South 0°00'00" East along said tangent center line of said tangent center line extended, 869.22 feet; thence South 89°34'04" West 615.0 feet; thence North 24°54'19" West 778.36 feet to the point of beginning; thence continuing North 24°54'19" West 237.56 feet; thence North 65°13'06" East 942.72 feet to the Westerly right of way line of said State Route No. 47 being 40.0 feet normally distant Southwesterly from the center line of said Route; thence Southeasterly along said Westerly right of way line being on a curve to the right having a radius of 5344.41 feet; an arc distance of 243.46 feet to a line drawn North 65°13'06" East from the point of beginning; thence South 65°13'06" West along said line 889.01 feet to the point of beginning, containing 5.00 acres,

situated in the Township of Kendall County of Kendall in the State of Illinois,
hereby releasing and waiving rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.



Done this 10 day of December A.D. 1975
Robert Druze (SEAL) Carol Druze (SEAL)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that KENDALL

ROBERT DRUSE and CAROL DRUSE, husband and wife, personally known to me to be the same person,



whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 10 day of December A. D. 1975 [redacted] (SEAL)
Notary Public.

MAIL TAX \$25.00 Document No. 75-5963 Filed for record in Recorder's Office of Kendall County, Illinois.

NAME: Kendall Grundfy FH, INC. Address: 116 E. Washington Morris, Ill. 60450
MICROFILMED - INDEXED - TRACED
By [redacted] Deputy

DEC 11 1975
75-5963

DEC 11 1975

AFFIDAVIT

(FILE WITH JEAN P. BRADY, RECORDER OF DEEDS OF KENDALL COUNTY)

STATE OF ILLINOIS)
COUNTY OF KENDALL) SS.

Document # 75-5963

Dallas C. Ingerson, being duly sworn on oath,
states that he resides at Yorkville, Illinois

That the attached deed represents:

1. A distinct separate parcel on record prior to July 17, 1959.
2. A distinct separate parcel qualifying for a Kendall County building permit prior to August 10, 1971.
3. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
4. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
5. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
6. The conveyance of parcels of land or interest therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
7. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
8. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use
9. Conveyances made to correct descriptions in prior conveyances.
10. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than 2 parts and not involving any new streets or easements of access.
11. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land.

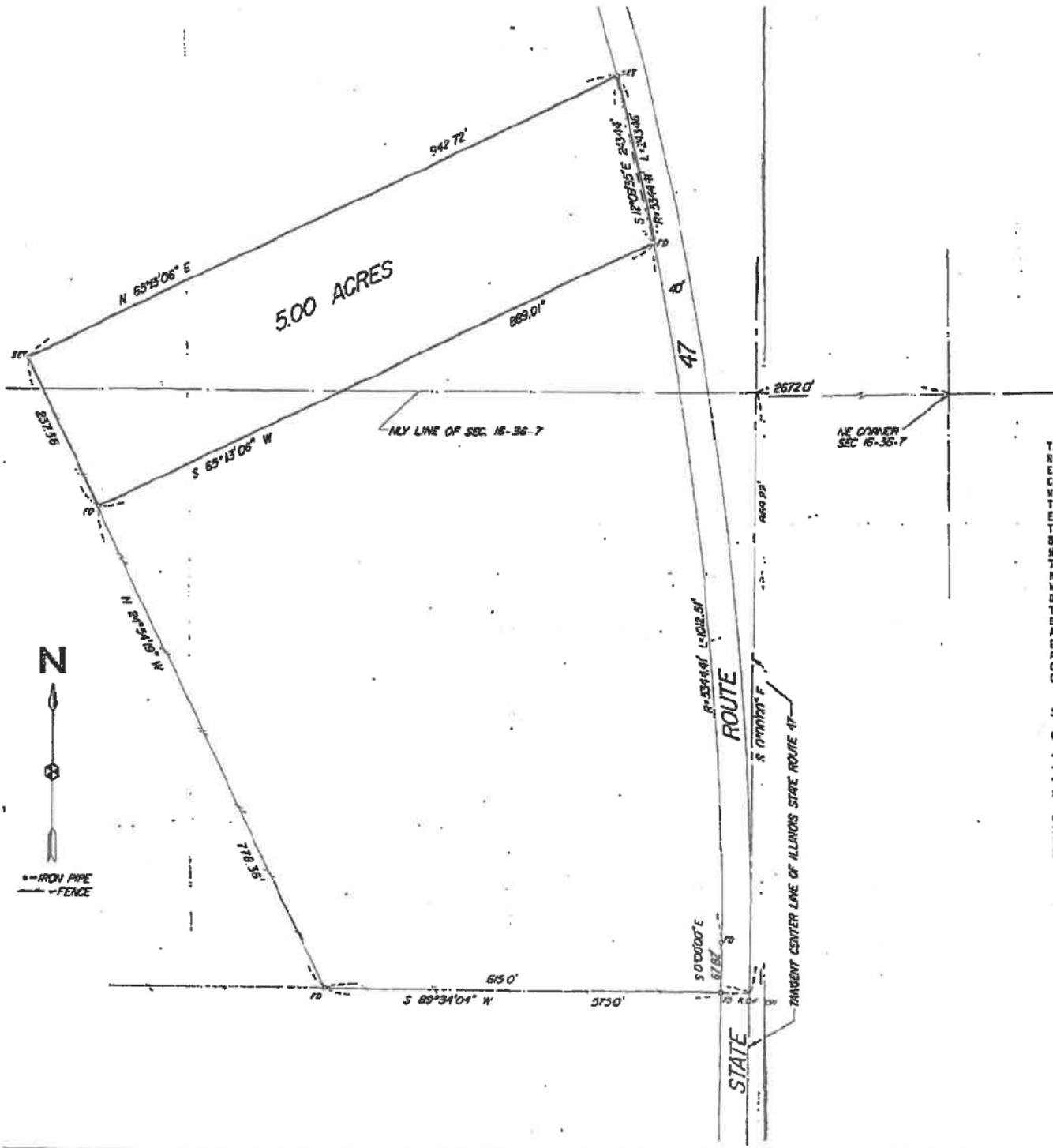
CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further state that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Kendall County, Illinois, to accept the attached deed for recording.

[Redacted Signature]

SUBSCRIBED and SWORN to before me
this 10th day of December, 19 75

[Redacted Notary Name]
Notary Public



THAT PART OF THE WEST HALF OF SECTION 9 AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SECTION 16; THENCE TO THE TANGENT CENTER LINE OF ILLINOIS STATE ROUTE NO. 47, EXTENDED FROM THE SOUTH; THENCE SOUTH 0°00'00" EAST ALONG SAID TANGENT CENTER LINE OF SAID TANGENT CENTER LINE EXTENDED, 889.01 FEET; THENCE SOUTH 89°34'04" WEST 615.0 FEET; THENCE NORTH 24°54'19" WEST 778.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 24°54'19" WEST 237.56 FEET; THENCE NORTH 65°13'06" EAST 942.72 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID STATE ROUTE NO. 47 BEING 40.0 FEET NORMALLY DISTANT SOUTHWESTERLY FROM THE CENTER LINE OF SAID ROUTE; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 5344.41 FEET, AN ARC DISTANCE OF 243.85 FEET TO A LINE DRAWN NORTH 65°13'06" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 65°13'06" WEST ALONG SAID LINE 889.01 FEET TO THE POINT OF BEGINNING; CONTAINING 5.00 ACRES, IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.

STATE OF ILLINOIS : 55
 COUNTY OF K A R E :

THIS IS TO CERTIFY THAT WE HAVE SURVEYED THE PROPERTY HEREON DESCRIBED AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

CHARLES DE GRAFF & ASSOCIATES
 209 WEBSTER STREET
 P. O. BOX 67
 MONTGOMERY, ILLINOIS 60538

ILLINOIS REGISTERED LAND SURVEYOR NO. [REDACTED]
 OCTOBER 17, 1975

CHARLES DEGRAFF & ASSOCIATES Surveyors, Engineers & Planners 209 Webster St., P.O. Box 67 Montgomery, Illinois 60538			
SCALE:	DRAWN BY:	DATE:	JOB NO.
1" = 100'	SKJ	OCT 1975	1175
PLAT OF SURVEY			
PREPARED BY: KENDALL-GRUNDY FS INC.			PLAT NO.

EXHIBIT A – REAL PROPERTY

Legal descriptions of real property in which the Mortgagor has a fee estate:

Kendall County, Illinois

The following described parcels of land are lying, being and situate in the County of Kendall, State of Illinois:

PARCEL 1:

The Easterly 165.0 feet of the Northerly 264.11 feet of that part of the Southwest quarter of Section 9, Township 35 North, Range 7 East of the Third Principal Meridian lying Westerly of a line drawn parallel with and 82.50 feet Westerly of the East line (measured at right angles to said East line) of said quarter, in the Township of Lisbon, Kendall County, Illinois.

AND BEING the same property conveyed to Farmers Cooperative Grain and Supply Company of Lisbon Center from James H. Clow by Deed dated July 01, 1974 and recorded July 01, 1974 in Instrument No. 74-3156.

Tax Parcel No. 08-09-300-002

PARCEL 2:

Tract 1:

That part of the West half of Section 9 and that part of the Northwest Quarter of Section 16, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Section 16; thence Westerly along the Northerly line of said Section 2672.0 feet to the tangent center line of Illinois State Route No. 47, extended from the South; thence South 0°00'00" East along said tangent center line of said tangent center line extended, 869.22 feet; thence South 89°34'04" West 615.0 feet; thence North 24°54'19" West 778.36 feet to the point of beginning; thence continuing North 24°54'19" West 237.56 feet; thence North 65°13'06" East 942.72 feet to the Westerly right of way line of said State Route No. 47 being 40.0 feet normally distant Southwesterly from the center line of said Route; thence Southeasterly along said Westerly right of way line being on a curve to the right having a radius of 5344.41 feet; an arc distance of 243.46 feet to a line drawn North 65°13'06" East from the point of beginning; thence South 65°13'06" West along said line 889.01 feet to the point of beginning, containing 5.00 acres.

LESS AND EXCEPT that portion of property conveyed to People of the State of Illinois, Department of Transportation from Kendall-Grundy F.S., Inc. by Warranty Deed dated May 29, 1990 and recorded July 09, 1990 in Deed Book 291, Page 269.

AND BEING a portion of the same property conveyed to Grainco FS, Inc. successor by virtue of merger with Kendall-Grundy FS, Inc., an Illinois corporation who acquired title from Robert Dhuse and Carol Dhuse by Deed dated December 10, 1975 and recorded December 11, 1975 in Instrument No. 75-5963.

Tract 2:

That part of the West half of Section 9 and that part of the Northwest quarter of Section 16, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Section 16; thence Westerly along the Northerly line of said Section, 2672 feet to the tangent center line of Illinois State Route No. 47, extended from the South; thence South 0° 00' East along said tangent center line and said tangent center line extended, 869.22 feet; thence South 89° 34' 04" West 615 feet for the point of beginning; thence North 24° 54' 19" West 778.36 feet; thence North 65° 13' 06" East 889.01 feet to the Westerly right of way line of said State Route No. 47, being 40 feet normally distant Southwesterly from the center line of said Route; thence Southeasterly along said Westerly right of way line being on a curve to the right having a radius of 5344.41 feet, an arc distance of 1002.54 feet; thence South 0° 00' 00" East along said Westerly right of way line being tangent to the last described curve at the last described point 67.82 feet to a line drawn North 89° 34' 04" East from the point of beginning; thence South 89° 34' 04" West 575 feet to the point of beginning (except that part described as follows: Commencing at the Northeast corner of said Northwest quarter; thence South along the East line of said quarter section 869.22 feet; thence West 39.60 feet to the Westerly line of State Route No. 47 for the point of beginning; thence North 89° 53' West 575 feet; thence North 24° 15' West 512.80 feet; thence North 65° 48' East 816.70 feet to the Westerly line of said State Route No. 47; thence Southerly along said Westerly line 806.20 feet to the point of beginning); in the Township of Kendall, Kendall County, Illinois.

LESS AND EXCEPT that portion of property conveyed to People of the State of Illinois, Department of Transportation from Kendall-Grundy F.S., Inc. by Warranty Deed dated May 29, 1990 and recorded July 09, 1990 in Deed Book 291, Page 269.

AND BEING a portion of the same property conveyed to Grainco FS, Inc. successor by virtue of merger with Kendall-Grundy FS, Inc., formerly Kendall Farmers Oil Company who acquired title from Robert A. Dhuse and Carol V. Dhuse by Deed dated December 02, 1974 and recorded December 02, 1974 in Instrument No. 74-5432.

Tax Parcel Nos. 05-09-300-006, 05-16-100-003, 05-16-100-004, 05-16-100-005

PARCEL 3:

Tract 1:

That part of the Southeast ¼ of Section 6, Township 35 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Southeast ¼; thence East along the South line of said Southeast ¼ 1195.3 feet to the center line of a road, extended Southerly; thence Northerly along said extended center line and the center line of said road 989 feet for the point of beginning; thence Westerly along a line making an angle of 88 degrees 25 minutes measured from North to West with the last described line extended, 514.96 feet to the Southeasterly line of Illinois Route 71; thence Northeasterly along said Southeasterly right-of-way line 319 feet to an angle in said right-of-way line; thence Easterly along said right-of-way line 221.45 feet to the center line of said North and South Road; thence Southerly along the center line of said North and South Road 107.7 feet to the point of beginning, (excepting therefrom that part conveyed to the Village of Newark by Warranty Deed June 17, 1983 and recorded June 19, 1985 as Document 85-2687), in the Village of Newark, Kendall County, Illinois.

KENDALL COUNTY
DISCLOSURE OF BENEFICIARIES FORM

1. Applicant GRAINCO FS, Inc.
Address 3107 N. State Route 23
City OTTAWA State IL Zip 61350

2. Nature of Benefit Sought _____

3. Nature of Applicant: (Please check one)

- Natural Person
- Corporation
- Land Trust/Trustee
- Trust/Trustee
- Partnership
- Joint Venture

4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:

Cooperative

5. If your answer to Section 3 you have checked letter b, c, d, e, or f, identify by name and address each person or entity who is a 5% shareholder in case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of a joint venture, or who otherwise has proprietary interest, interest in profits and losses or right to control such entity:

NAME	ADDRESS	INTEREST

6. Name, address, and capacity of person making this disclosure on behalf of the applicant:

Alan Drake, General Manager, GRAINCO FS, Inc. 3107 N. State Route 23, OTTAWA, IL 61350

VERIFICATION

I, [Redacted], being first duly sworn under oath that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make the disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

Subscribed and sworn to before me this 8th day of November, A.D. 2023

(seal) _____
Notary Public



KENDALL COUNTY
DISCLOSURE OF BENEFICIARIES FORM

1. Applicant A.B.SCHWARTZ, LLC
Address PO Box 325
City Newark State IL Zip 60541

2. Nature of Benefit Sought Co-Managers

3. Nature of Applicant: (Please check one)
 Natural Person
 ~~Corporation~~ Limited Liability Company
 Land Trust/Trustee
 Trust/Trustee
 Partnership
 Joint Venture

4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:

Co-Managers of an Illinois Limited Liability Company to operate Tile Business

5. If your answer to Section 3 you have checked letter b, c, d, e, or f, identify by name and address each person or entity who is a 5% shareholder in case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of a joint venture, or who otherwise has proprietary interest, interest in profits and losses or right to control such entity:

NAME	ADDRESS	INTEREST
Andrew Schwartz	[REDACTED]	50%
Robert Schwartz	[REDACTED]	50%

6. Name, address, and capacity of person making this disclosure on behalf of the applicant:

Daniel J. Kramer, Attorney for the Applicants/Co-Managers

I, Daniel J. Kramer VERIFICATION, being first duly sworn under oath that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make the disclosure, that I have read the above and foregoing Disclosure of Beneficiaries and that the statements contained therein are true in both substance and fact.

Subscribed and sworn to before me this 15th day of November, A.D. 2023

(seal)

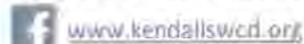


Colleen T. Hanson
Notary Public



Kendall County Soil & Water Conservation District

7775A Route 47, Yorkville, Illinois 60560 • (630)553-5821 extension 3



NATURAL RESOURCE INFORMATION (NRI) REPORT APPLICATION

Petitioner: A. B. SCHWARTZ, LLC Contact Person: Attorney Daniel J. Kramer
Address: 1107A S. Bridge Street
City, State, Zip: Yorkville, Illinois 60560
Phone Number: (630) 553-9500
Email: dkramer@dankramerlaw.com

Please select: How would you like to receive a copy of the NRI Report? [X] Email [] Mail

Site Location & Proposed Use

Township Name Kendall Township 36 N, Range 7 E, Section(s) 16
Parcel Index Number(s) 05-16-100-004, 05-09-300-006, 05-16-100-003, 05-09-300-007, 05-16-100-020
Project or Subdivision Name Schwartz Zoning Number of Acres 19.8708
Current Use of Site fuel storage, truck repair, constrcutior Proposed Use fuel storage, operation of tile business and storage
Proposed Number of Lots 1 Proposed Number of Structures All existng structures in plat attached
Proposed Water Supply existing well Proposed type of Wastewater Treatment existing septic
Proposed type of Storm Water Management Use of existing facillities

Type of Request

[X] Change in Zoning from A-1 Special Use to M-1
[] Variance (Please describe fully on separate page)
[] Special Use Permit (Please describe fully on separate page)
Name of County or Municipality the request is being filed with: Kendall County Planning, Building, and Zoning

In addition to this completed application form, please including the following to ensure proper processing:

- [X] Plat of Survey/Site Plan - showing location, legal description and property measurements
[] Concept Plan - showing the locations of proposed lots, buildings, roads, stormwater detention, open areas, etc.
[] If available: topography map, field tile map, copy of soil boring and/or wetland studies
[] NRI fee (Please make checks payable to Kendall County SWCD)

The NRI fees, as of July 1, 2010, are as follows:

Full Report: \$375.00 for five acres and under, plus \$18.00 per acre for each additional acre or any fraction thereof over five.
Executive Summary Report: \$300.00 (KCSWCD staff will determine when a summary or full report will be necessary.)

Table with 2 columns: Description, Amount. Rows: Fee for first five acres and under (\$ 375.00), 15 Additional Acres at \$18.00 each (\$ 270.00), Total NRI Fee (\$ 645.00)

NOTE: Applications are due by the 1st of each month to be on that month's SWCD Board Meeting Agenda. Once a completed application is submitted, please allow 30 days for inspection, evaluation and processing of this report.

I (We) understand the filing of this application allows the authorized representative of the Kendall County Soil and Water Conservation District (SWCD) to visit and conduct an evaluation of the site described above. The completed NRI report expiration date will be 3 years after the date reported.

[Signature]
Petitioner or Authorized Agent

11-12-13
Date

This report will be issued on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, handicap or marital status.

FOR OFFICE USE ONLY

NRI# Date initially rec'd Date all rec'd Board Meeting
Fee Due \$ Fee Paid \$ Check # Over/Under Payment Refund Due



Applicant: Andrew Schwartz and Robert Schwartz
Contact: ATTORNEY DANIEL J. KRAMER
Address: [REDACTED]

IDNR Project Number: 2406562
Date: 11/07/2023

Project: Schwartz
Address: 8115 Route 47, Yorkville

Description: Change Zoning from A-1 Special Use to M-1 to operate tilling business, storage of equipment, storage of existing LP Tanks. All using existing buildings

Natural Resource Review Results

Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

Consultation is terminated. This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary. Termination does not imply IDNR's authorization or endorsement.

Location

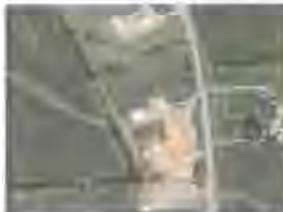
The applicant is responsible for the accuracy of the location submitted for the project.

County: Kendall

Township, Range, Section:

36N, 7E, 9

36N, 7E, 16



IL Department of Natural Resources

Contact

Bradley Hayes
217-785-5500
Division of Ecosystems & Environment

Government Jurisdiction

Kendall Count Planning, Building, and Zoning
Matt Asselmeier
111 W. Fox Street
Yorkville, Illinois 60560

Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

IDNR Project Number: 2406562

Terms of Use

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

2. Unauthorized attempts to upload, download, or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.

3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

Security

EcoCAT operates on a state of Illinois computer system. We may use software to monitor traffic and to identify unauthorized attempts to upload, download, or change information, to cause harm or otherwise to damage this site. Unauthorized attempts to upload, download, or change information on this server is strictly prohibited by law.

Unauthorized use, tampering with or modification of this system, including supporting hardware or software, may subject the violator to criminal and civil penalties. In the event of unauthorized intrusion, all relevant information regarding possible violation of law may be provided to law enforcement officials.

Privacy

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.

IDNR Project Number: 2406562



EcoCAT Receipt

Project Code 2406562

APPLICANT

DATE

Andrew Schwartz and Robert Schwartz
ATTORNEY DANIEL J. KRAMER
[REDACTED]

11/7/2023

DESCRIPTION	FEE	CONVENIENCE FEE	TOTAL PAID
EcoCAT Consultation	\$ 125.00	\$ 2.81	\$ 127.81

TOTAL PAID \$ 127.81

Illinois Department of Natural Resources
One Natural Resources Way
Springfield, IL 62702
217-785-5500
dnr.ecocat@illinois.gov

ZONING PLAT OF PART OF THE WEST HALF OF SECTION 9, and PART OF THE NORTHWEST QUARTER OF SECTION 16, T36N-R7E, 3rd P.M. KENDALL TOWNSHIP KENDALL COUNTY ILLINOIS

DEVELOPER:
Justin & Janet Schwartz

AREA TO BE REZONED:
18.8709 Acres

FLOODPLAIN STATEMENT:

The Subject Property is located in Zone II (Grade of adjacent flood hazard determined to be outside the 100-year floodplain floodplain) as shown on FEMA Flood Insurance Rate Map Panel No. 17080C0250 with an effective date of February 4, 2002.

SOILS (From Web Soil Survey)

- 306A Urban SR Loam, 05-25 slopes
- 306C Le Pave SR Loam, 05-12% slopes, arched
- 306D Le Pave City Loam, 05-12% slopes, severely arched
- 306A Pava City City Loam, 05-25 slopes
- 304B Cragmoor SR Loam, 25-55 slopes

PRESENT ZONING:
A1 and A1-SU (Ord # 79-09)

PROPOSED ZONING:
M-1

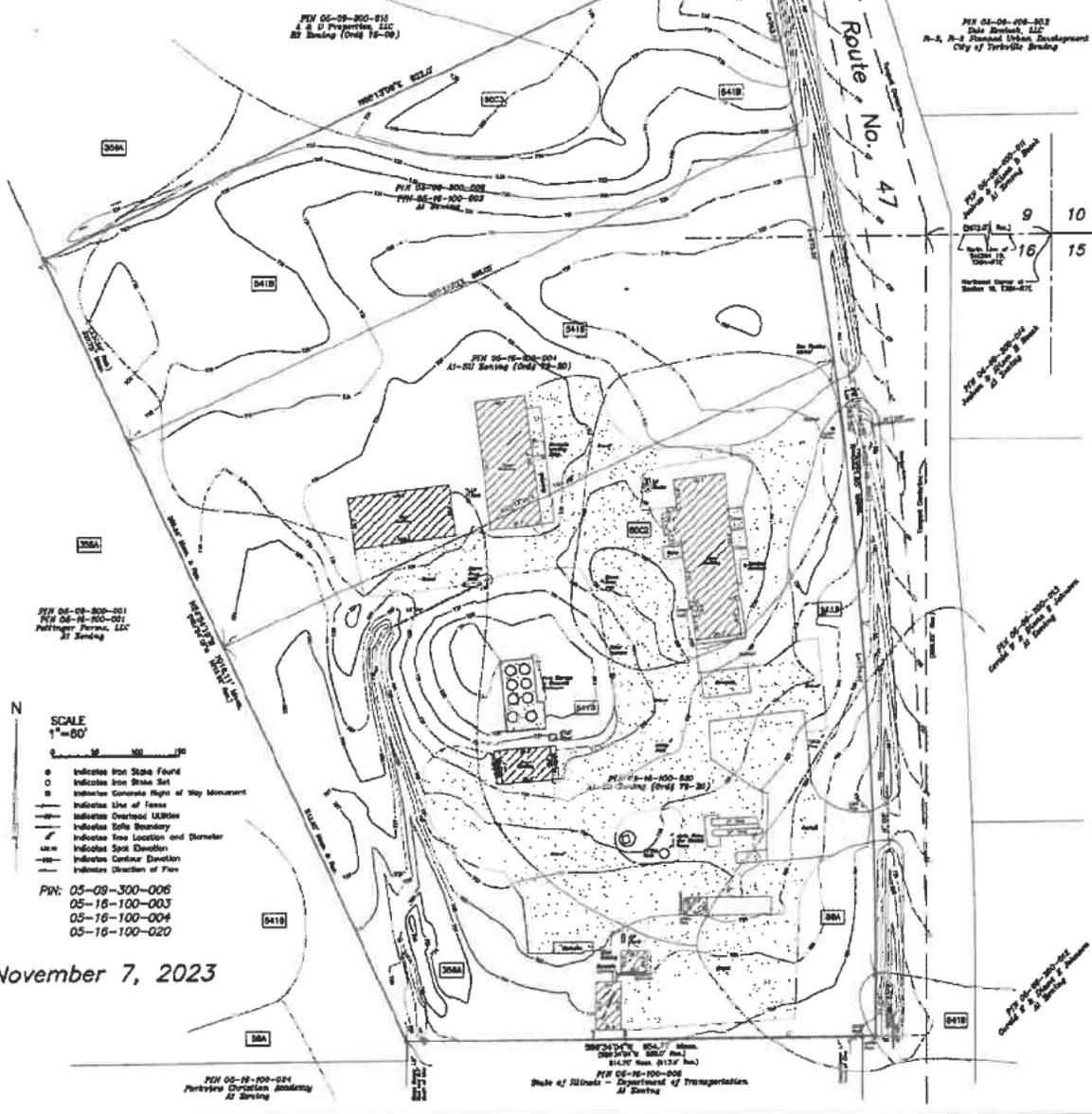
WETLANDS STATEMENT:

The National Wetlands Inventory Map does not depict any wetlands on the Subject Property.

LEGAL DESCRIPTION OF TRACT TO BE REZONED:

That Part of the West Half of Section 9 and that Part of the Northwest Quarter of Section 16, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Northeast Corner of said Section 16, Thence Northerly, along the North-South Line of said Section, 2872.0 feet to the longest center line of Illinois State Route No. 47, ascended from the South; Thence South 00°00'00" East, along said longest center line and said longest center line extended, 865.23 feet; Thence South 89°24'00" West, 816.0 feet to the point of beginning; thence North 24°34'10" West, 1013.82 feet; thence North 89°13'00" East, 842.72 feet to the Westerly Right of Way Line of said State Route No. 47, being 40 feet narrower distant, commencing from the center line of said Route; thence Southwesterly, along said Westerly Right of Way Line, being a curve to the right having a radius of 2,544.1 feet, an arc distance of 1248.0 feet; thence South 00°00'00" East, along said Westerly Right of Way Line, being tangent to the last described curve at the last described point, 672.2 feet to a line drawn North 89°24'00" East from the point of beginning; thence South 89°24'00" West, 575.0 feet to the point of beginning.

LESS AND EXCEPT that portion of property conveyed to People of the State of Illinois, Department of Transportation from Kendall-Grandy P.S., Inc. by Record Deed dated July 20, 1920 and recorded July 3, 1940 in Deed Book 121, Page 238; AND BEING a portion of the same property conveyed to Grando P.S., Inc. successor by virtue of merger with Kendall-Grandy P.S., Inc. formerly Kendall-Terrace Oil Company who acquired title from Robert A. Druce and Carol V. Druce by Deed dated December 2, 1974 and returned December 2, 1974 in Instrument No. 74-0428.



- SCALE**
1"=60'
- Indicates Iron Stake Found
 - Indicates Iron Stake Set
 - Indicates Concrete Right of Way Monument
 - Indicates Line of Fence
 - Indicates Overlaid 1880s
 - Indicates 1880s Boundary
 - Indicates Iron Location and Direction
 - Indicates Spot Elevation
 - Indicates Contour Elevation
 - Indicates Direction of Flow
- PIN:**
05-09-300-005
05-16-100-003
05-16-100-004
05-16-100-020

November 7, 2023

JOB NO.	23133
JOB NAME	ATY, KRAMER
DWG FILE	23133
REVISION DATE	

Phillip D. Young and Associates, Inc.
LAND SURVEYING - TOPOGRAPHIC MAPPING - Lic.#184-002775

11078 South Bridge Street
Yorkville, Illinois 60560
Telephone (630)553-1580



11/15/2023 15:27





11/15/2023 15:28



11/15/2023 15:28



Attachment 7 Looking North



11/15/2023 15:27

Attachment 8 North Outbuilding



11/15/2023 15:27

05-16-100-004

005

05-09-300-007

Rezoned
A-1 SU after
74 Zoning change

ORDINANCE

66-8

now A-1-SU

79-20

AMENDING KENDALL COUNTY ZONING ORDINANCE AS AMENDED

WHEREAS, John T. Hoffman did petition the Zoning Board of Appeals of Kendall County for a public hearing in the manner required by law and the ordinances of Kendall County, Illinois for a proposed amendment to the Kendall County Zoning Ordinance adopted May 10, 1960, and

WHEREAS, said Zoning Board of Appeals did thereupon publish notice of a hearing on said proposed amendment to said Zoning Ordinance as provided by the Statutes of the State of Illinois, and did then hold a public hearing on said proposed amendment on the 6th day of May, A.D. 1966 on the site described in the petition and at the conclusion of said hearing said Zoning Board of Appeals voted in favor of recommending to the Board of Supervisors of Kendall County, Illinois that the petition be granted and the Zoning maps and ordinance be amended in the manner required by law

NOW THEREFORE, BE IT ORDAINED by the Board of Supervisors of Kendall County, Illinois that the following described property be and it is hereby rezoned from "A" Agriculture to "M1" Light Manufacturing and that the County Clerk be and is hereby ordered and directed to change the zoning map, to show the change in zoning classification;

Commencing at a point on the East line of the Northwest quarter of Section 16, Township 36 North, Range 7 East of the Third Principal Meridian at a point 869.22 feet South of the Northeast corner of said Northwest quarter of said section; thence West 39.6 feet to the West line of Highway Route 47, for a place of beginning; thence North 89°53' West, 575 feet; thence North 24°15' West, 769.2 feet; thence North 45°48' West, 886.9 feet to the West line of highway Route 47; thence Southerly along said Westerly line of highway Route 47, 1072.6 feet to the point of beginning, containing 15.25 acres, all in Kendall Township, Kendall County, Illinois,

Passed this 10th day of May, 1966.



Chairman County Board of Supervisors
Kendall County

ATTEST:



County Clerk

05-09-300-007
05-16-100-004
05-16-100-005

ORDINANCE 79-20
AMENDING KENDALL COUNTY ZONING ORDINANCE AS AMENDED

F923

WHEREAS, Kendall-Grundy F. S. did petition the Zoning Board of Appeals of Kendall County for a public hearing in the manner required by law and the ordinances of Kendall County, Illinois for a proposed amendment to the Kendall County Zoning Ordinance adopted January 16, 1940; and

WHEREAS, said Zoning Board of Appeals did thereupon publish notice of a hearing on said proposed amendment to said Zoning Ordinance as provided by the Statutes of the State of Illinois, and did then hold a public hearing on said proposed amendment on the 3rd day of August, 1979, A.D., on the site described in the petition and at the conclusion of said hearing said Zoning Board of Appeals voted in favor of recommending to the County Board of Kendall County, Illinois that the petition be granted and the zoning maps and ordinance be amended in the manner required by law; and

Still A-154

NOW THEREFORE, BE IT ORDAINED by the County Board of Kendall County, Illinois that the following described property be and it is hereby rezoned from A1, Agricultural District Special Use to expand facilities and that the County Clerk be and she is hereby ordered and directed to change the zoning map, to show the change in zoning classification:

That part of the West half of Section 9 and that part of the Northwest quarter of Section 16, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Section 16; thence Westerly along the northerly line of said Section 2672.0 feet to the tangent center line of Illinois State Route No. 47, extended from the South, thence South 0°00'00" East along said tangent center line of said tangent center line extended 869.22 feet; thence South 89°34'04" West 615.0 feet; thence North 24°54'19" West 778.36 feet to the point of beginning; thence continuing North 24°54'19" West 237.56 feet; thence North 65°13'06" East 942.72 feet to the westerly right of way line of said State Route No. 47 being 40.0 feet normally distance Southwesterly from the center line of said Route; thence Southeasterly along said Westerly right of way line being on a curve to the right having a radius of 5344.41 feet; an arc distance of 243.46 feet to a line drawn North 65°13'06" East from the point of beginning; thence South 65°13'06" West along said line 889.01 feet to the point of beginning; containing 5.00 acres,

AND, That part of the West half of Section 9 and that part of the Northwest quarter of Section 16, Township 36 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Section 16; thence westerly along the Northerly line of said Section 2672.0 feet to the tangent center line of Illinois State Route No. 47, extended from the South, thence South 0°00'00" East along said tangent center line and said Tangent center line extended, 869.22 feet; thence south 89°34'04" West 615.0 feet for the point of beginning; thence North 24°54'19" West 778.36 feet; thence North 65°13'06" East 889.01 feet to the Westerly right of way line of said State Route No. 47 being 40.0 feet normally distant southwesterly from the center line of said Route; thence Southeasterly along said Westerly right of way line being

on a curve to the right having a radius of 5344.41 feet; an arc distance of 1012.51 feet; thence South 0°00'00" East along said Westerly right of way line being tangent to the last described curve at the last described point 67.82 feet to a line drawn North 89°34'04" East from the point of beginning; thence South 89°34'04" West 575.0 feet to the point of beginning; containing 15.4829 acres in the Township of Kendall, Kendall County, Illinois.

BE IT FURTHER ORDAINED that the above special use classification shall be expressly made subject to the following conditions:

1. The County Board to make determination of fencing requirement around berm.
2. Engineer shall make a study and recommendations to control water runoff and retain any chemical spills.
3. IDOT shall be contacted to make recommendations for improving ingress and egress to Rt. 47. F. S. to cooperate and install, within reason, recommended improvements.
4. Additional lighting shall be installed.

PASSED THIS 14th day of August, 1979.


Chairman, County Board of Kendall
County, Illinois

ATTEST: 
County Clerk

05-16-100-004
05-09-300-007
05-16-100-005
Zoning Petition
#9808

State of Illinois
County of Kendall

listed as 79-2

ORDINANCE NUMBER 98-09

**GRANTING SPECIAL USE ZONING PERMIT
KENDALL- GRUNDY F.S.
SIGN - 8115 IL ROUTE 47**

WHEREAS, Larry Mattison, the operations manager and duly authorized agent for the Kendall-Grundy F.S. property at 8115 IL Route 47 in Section 16 of Kendall Township, filed a petition for special use approval of a sign; and

WHEREAS, said property is currently zoned A-1 Agricultural District with a Special Use in accordance with Ordinance 79-20, with tax parcel identification number 05-16-100-005, and is further identified on the attached Exhibit A: Legal Description; and

WHEREAS, said property and project site is further detailed on the attached Exhibit B: Plot Plan; and

WHEREAS, said property conducts motor fuel retail sales; and

WHEREAS, said petition is for an illuminated sign that would be two-sided, with face no greater than 36 square feet in area, and conforming to all other regulations, including the advertising the sale of products on the property; and

WHEREAS, said sign is further illustrated on the attached Exhibit C: Sign Dimensions; and

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, findings of fact, and recommendation by the Zoning Board of Appeals; and

WHEREAS, the Kendall County Board finds that said petition, along with the conditions specified in this ordinance, is in conformance with the provisions of the Kendall County Zoning Ordinance;

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a special use zoning permit to construct an illuminated sign on the property at 8115 IL Route 47 at the site specified on Exhibit B, and in the size and manner specified in Exhibit C, in conformance to the Kendall County Zoning Ordinance.

Failure to comply with the terms of this ordinance may be cited as a basis for amending or revoking this special use permit.

IN WITNESS OF, this ordinance has been enacted on June 16, 1998.

[Redacted Signature]

John A. Church
Kendall County Board Chairman

[Redacted Signature]

Paul Anderson
Kendall County Clerk

LEGAL DESCRIPTION
FOR KENDALL GRUNDY FS, INC.

THAT PART OF THE WEST HALF OF SECTION 9 AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SECTION 2672.0 FEET TO THE TANGENT CENTER LINE OF ILLINOIS STATE ROUTE NO. 47, EXTENDED FROM THE SOUTH; THENCE SOUTH $0^{\circ}00'00''$ EAST ALONG SAID TANGENT CENTER LINE AND SAID TANGENT CENTER LINE EXTENDED, 869.22 FEET; THENCE SOUTH $89^{\circ}34'04''$ WEST 615.0 FEET FOR THE POINT OF BEGINNING; THENCE NORTH $24^{\circ}54'19''$ WEST 778.36 FEET; THENCE NORTH $65^{\circ}13'06''$ EAST 889.01 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID STATE ROUTE NO. 47, BEING 40.0 FEET NORMALLY DISTANT SOUTHWESTERLY FROM THE CENTER LINE OF SAID ROUTE; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 5344.41 FEET, AN ARC DISTANCE OF 1012.51 FEET; THENCE SOUTH $0^{\circ}00'00''$ EAST ALONG SAID WESTERLY RIGHT OF WAY LINE BEING TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT 67.82 FEET TO A LINE DRAWN NORTH $89^{\circ}34'04''$ EAST FROM THE POINT OF BEGINNING; THENCE SOUTH $89^{\circ}34'04''$ WEST 575.0 FEET TO THE POINT OF BEGINNING; CONTAINING 15.4829 ACRES IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.

ROWMARK INC. Engineering Services 781 Towanda Avenue Bloomington, Illinois 61701	Revisions PETRO TANKS 7/29/79 GENERAL 7/18/79 BULK NERVE 11/29/81 GEN 4/25/84 CHANGE VHSE 8/31/84 NEW VHSE 11/24/84 RELOCATE 11/19/84 30,000 NH/3 3/25/88 AGCHEM UPDATE PERMIT 12/92 3/93, 2/95 EQUIP/TRUCK BLDGS 1/29/97 FUEL 24 3/14/97 LS 5/30/97 LS 8/4/97 LS	Date 7/23/78 Scale 1" = 50' 0" Designed By SANDS Drawn By MYERS	1 of 2	WCKENDALL GRUNDY FS INC YORKVILLE, ILLINOIS Disc PLOT PLAN
			Dir 039	

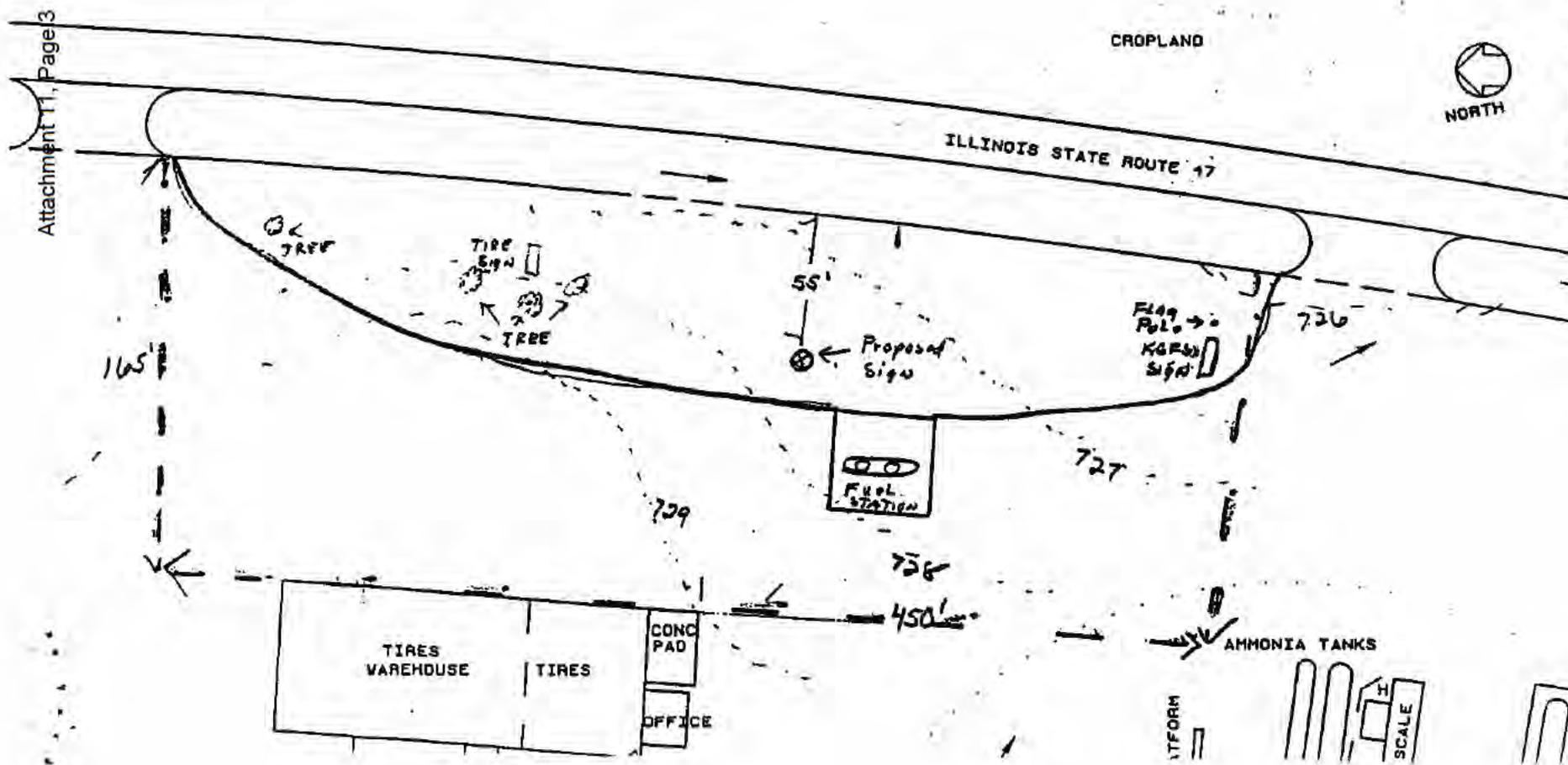


EXHIBIT B: PLOT PLAN
 #9808 - Kendall-Grundy F.S. - Sign - Special Use

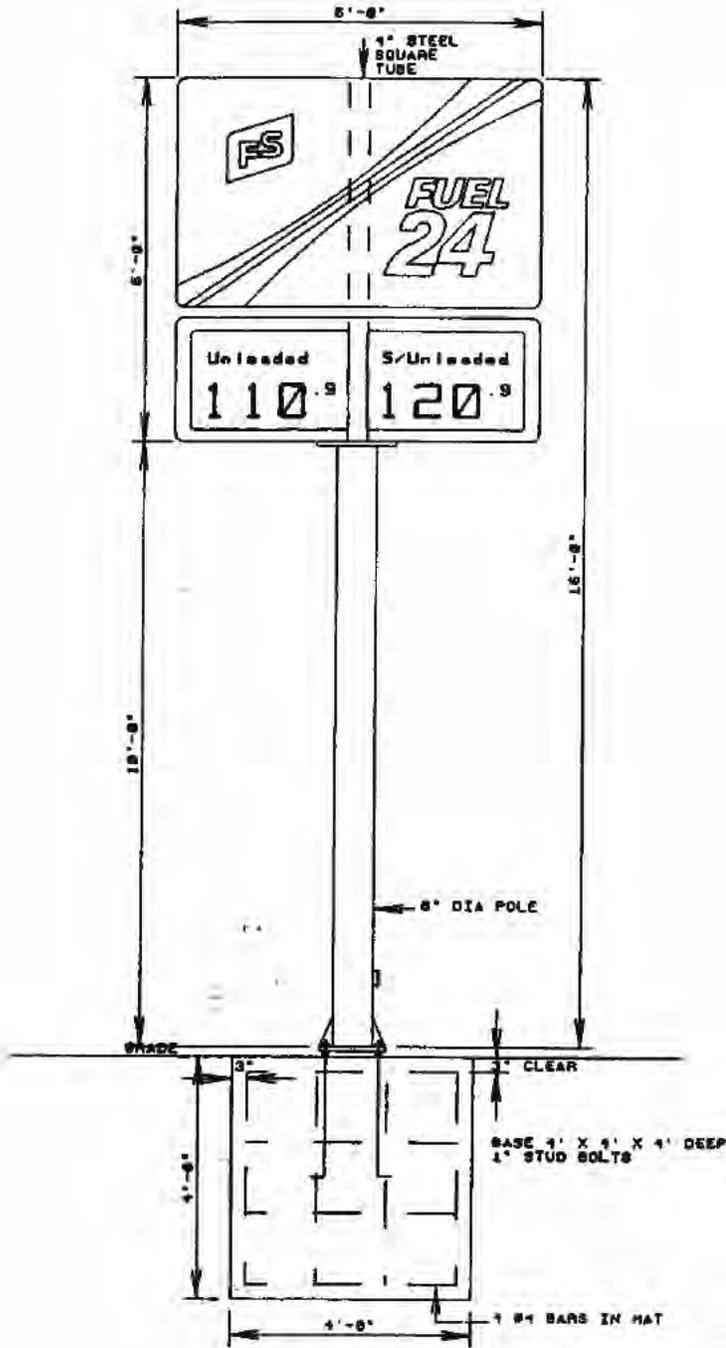


EXHIBIT C: SIGN DIMENSIONS
#9808 · Kendall-Grundy F.S. · Sign · Special Use

**ZONING BOARD OF APPEALS
COUNTY OF KENDALL
111 West Fox Street
Yorkville, Illinois 60560**

Roll Call:

		Hearing:	#740
Richard Bark	present		
Floyd Dierzen	present	File:	#9717
William Ford	present		
James Friedrich	present	Date:	July 29, 1997
Paul Scholtes	present		
Mary Ann Stees	present	Time:	7:00 p.m.

RE: Kendall - Grundy FS - Variation

An application for a variance from Section 7.0.D.1.A of the Kendall County Zoning Ordinance pursuant to Section 13.04.B.2 was submitted to the Kendall County Zoning Officer.

The applicant is requesting a variance of the front yard setback in the agricultural district.

After due notice as required by law, the Zoning Board of Appeals held a public hearing on Tuesday, July 29, 1997 at 7:00 p.m. in the Kendall County Board Room at 111 West Fox Street in Yorkville, Illinois.

At the hearing Mr. Manning explained a petition was received from the owner of the Kendall - Grundy Farm Service property for their facility located at 8115 So. Rt. 47, Kendall Township. The property currently has an A-1 Special Use. It was determined when that Special Use was established, that a petroleum service station and sales use of the property would be a permitted use. The petitioners would now like to establish and construct that on this property. They have submitted a site plan showing a pump island set back 90' from the right-of-way on Rt. 47 with an overhead canopy set back 80' from the right-of-way.

Mr. Manning stated he had received a letter from Andrew Sviria, an engineer for District 3 of IDOT. The letter contained IDOT's long range plan to shift the right-of-way for Rt. 47 and showed their drawing. The plan will shift the west right-of-way line another 20' west. When that occurs, it would put the canopy setback at 60'.

Dan Kramer, attorney, and Larry Matteson, FS manager, were sworn in by Chairman Ford. Mr. Kramer explained the current right-of-way is 120' (60' west and 60' east). He talked to Mr. Sviria and explained that the canopy would not be an enclosed building. Jason Poppen from IDOT called him and said the head engineer reviewed this and did not see a problem. Mr. Kramer asked for this to be put in writing as soon as possible. He said that when asking for a recommendation tonight, that the vote be contingent upon Mr. Manning receiving that letter withdrawing their objection.

Mr. Kramer entered petitioners exhibit #1 showing an aerial view of the property and pointed out the IDOT building is as close as the variance FS is asking for. (80' off the right-of-way line). FS plans on putting a two pump island in on this specific spot so there will be a wide enough swing area for the trucks.

This location is right next to the existing building which houses the computers and the cash register. There will be no additional buildings constructed. Mr. Kramer entered a color picture of the proposed canopy as exhibit #2. The canopy top will be 80' and will cover the two pumps north and south to the road. He is asking for a variance of 20' for the canopy and a 10' variance for the posts.

Mr. Manning questioned if there could not be other locations. Mr. Matteson explained why this location is the best in his opinion due to congestion and the loading docks. He said they will sell to the public both deisel and gas with the two pumps.

After testimony the Zoning Board made the following findings of fact: (13.04.A.2)

1. Are there particular physical surroundings, shape or topographical condition of the property involved that would result in a hardship upon the owner as distinguished from a mere inconvenience or loss of revenue? NO
2. The conditions upon the requested variation is based applicable to other property within the same zoning classification. UNIQUE
3. Does the alleged difficulty or hardship been created by any person having interest in the property? NO
4. At the granting of the variation detrimentally effect the public welfare or injurious to other property or improvements in the neighborhood. NO
5. Will the proposed variation impair adequate supply of light or air to adjacent property or increase congestion in the public street or increase danger of fire or endanger of public safety or substantially diminish or impair property values? NO, modest increase in traffic.
6. Does the proposed variance comply with the spirit and intent of the ordinance? YES

Member Dierzen motioned and Member Friedrich seconded to grant the variance request with the following stipulations: pending approval from the State of Illinois IDOT in writing.

VOTE:	Bark	YES	Dierzen	YES
	Friedrich	YES	Scholtes	YES
	Stees	YES	Ford	YES

MOTION CARRIED.

[Redacted Signature]

Recording Secretary

[Redacted Signature]

Chairman, Zoning Board of Appeals



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

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2021-04

Agenda Item Summary Memo

Title: City Buildings Updates

Meeting and Date: City Council – January 23, 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 #5

Tracking Number

CC 2021-38

Agenda Item Summary Memo

Title: Water Study Update

Meeting and Date: City Council – January 23, 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.
