



## United City of Yorkville

651 Prairie Pointe Drive

Yorkville, Illinois 60560

Telephone: 630-553-4350

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

### AGENDA CITY COUNCIL MEETING

**Tuesday, March 26, 2024**

**7:00 p.m.**

City Hall Council Chambers

651 Prairie Pointe Drive, Yorkville, IL

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#### Call to Order:

#### Pledge of Allegiance:

#### Roll Call by Clerk: WARD I

Ken Koch

Dan Transier

#### WARD II

Arden Joe Plocher

Craig Soling

#### WARD III

Chris Funkhouser

Matt Marek

#### WARD IV

Seaver Tarulis

Rusty Corneils

#### Establishment of Quorum:

#### Amendments to Agenda:

#### Presentations:

#### Public Hearings:

#### Citizen Comments on Agenda Items:

#### Consent Agenda:

1. Minutes of the Regular City Council – March 12, 2024
2. Bill Payments for Approval
  - \$ 1,004,639.63 (vendors)
  - \$ 100.00 (wire payments)
  - \$ 385,355.30 (payroll period ending 03/15/24)
  - \$ 1,390,094.93 (total)
3. PW 2024-23 2024 Road to Better Roads – Construction Engineering Agreement – *authorize the Mayor and City Clerk to execute*
4. PW 2024-26 2024 Water Main Replacement Contract A – Construction Engineering Agreement – *authorize the Mayor and City Clerk to execute*
5. PW 2024-27 Resolution Authorizing the Execution of Certain Contracts (Certificate of Authority for Rock Salt Purchases) – *authorize the Mayor and City Clerk to execute*
6. PW 2024-28 Resolution Approving an Intergovernmental Agreement Between the United City of Yorkville and Bristol Township – *authorize the Mayor and City Clerk to execute*
7. ADM 2024-08 Treasurer's Report for February 2024

**Consent Agenda (cont'd):**

8. ADM 2024-13 Water, Sewer, and Road Infrastructure Fee Renewal
  - a. Ordinance Amending the Infrastructure Maintenance Fee for Water and Sanitary Sewer Service – *authorize the Mayor and City Clerk to execute*
  - b. Ordinance Amending the Termination Date of the Motor Vehicle Tax in the United City of Yorkville – *authorize the Mayor and City Clerk to execute*
9. ADM 2024-14 FY25 Travel Authorizations – *approval travel authorizations for elected officials as presented in packet materials*

**Mayor's Report:**

1. CC 2024-18 Appointment to the Library Board
2. CC 2024-19 Ordinance Approving the 2024-2025 Fiscal Budget for the United City of Yorkville
3. CC 2024-20 Resolution Expressing Official Intent Regarding Certain Capital Expenditures to be Reimbursed from Proceeds of Water Revenue and/or General Obligation Alternate Revenue Bonds to be Issued by the United City of Yorkville, Kendall County, Illinois

**Public Works Committee Report:**

1. PW 2024-22 2024 Road to Better Roads – Contract Award
2. PW 2024-24 2024 Asphalt Rejuvenation – Contract Award
3. PW 2024-25 2024 Water Main Replacement Contract A – Contract Award
4. PW 2024-29 2024 EEI Hourly Rates
5. PW 2024-30 Rob Roy Drainage District – Additional Work

**Economic Development Committee Report:**

**Public Safety Committee Report:**

**Administration Committee Report:**

1. ADM 2024-12 Health Insurance Proposal

**Park Board:**

**Planning and Zoning Commission:**

1. PZC 2024-06 & EDC 2024-18 Ordinance Approving an Amendment to the Yorkville Unified Ordinance Development Regarding Alternative Energy Use Standards (Solar Farms)

**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:**

1. For the discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes.

**Adjournment:**

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COMMITTEES, MEMBERS AND RESPONSIBILITIES

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**ADMINISTRATION: April 17, 2024 – 6:00 p.m. – East Conference Room #337**

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

**ECONOMIC DEVELOPMENT: April 2, 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: May 2, 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:

<b>PUBLIC WORKS: April 16, 2024 – 6:00 p.m. – East Conference Room #337</b>		
<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, March 26, 2024**  
7:00 PM  
CITY COUNCIL CHAMBERS

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**AMENDMENTS TO AGENDA:**

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**CITIZEN COMMENTS ON AGENDA ITEMS:**

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**CONSENT AGENDA:**

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1. Minutes of the Regular City Council – March 12, 2024

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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2. Bill Payments for Approval

☐ Approved \_\_\_\_\_

☐ As presented

☐ As amended

☐ Notes \_\_\_\_\_

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3. PW 2024-23 2024 Road to Better Roads – Construction Engineering Agreement

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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4. PW 2024-26 2024 Water Main Replacement Contract A – Construction Engineering Agreement

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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5. PW 2024-27 Resolution Authorizing the Execution of Certain Contracts (Certificate of Authority for Rock Salt Purchases)

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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6. PW 2024-28 Resolution Approving an Intergovernmental Agreement Between the United City of Yorkville and Bristol Township

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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7. ADM 2024-08 Treasurer's Report for February 2024

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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8. ADM 2024-13 Water, Sewer, and Road Infrastructure Fees Renewal

a. Ordinance Amending the Infrastructure Maintenance Fee for Water and Sanitary Sewer Service

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

☐ Removed \_\_\_\_\_

b. Ordinance Amending the Termination Date of the Motor Vehicle Tax in the United City of Yorkville

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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9. ADM 2024-14 FY25 Travel Authorizations

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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**MAYOR'S REPORT:**

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1. CC 2024-18 Appointment to the Library Board

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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2. CC 2024-19 Ordinance Approving the 2024-2025 Fiscal Budget for the United City of Yorkville

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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## PUBLIC WORKS COMMITTEE REPORT:

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1. PW 2024-22 2024 Road to Better Roads – Contract Award

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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2. PW 2024-24 2024 Asphalt Rejuvenation – Contract Award

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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3. PW 2024-25 2024 Water Main Replacement Contract A – Contract Award

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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4. PW 2024-29 2024 EEI Hourly Rates

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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5. PW 2024-30 Rob Roy Drainage District – Additional Work

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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**ADMINISTRATION COMMITTEE REPORT:**

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1. ADM 2024-12 Health Insurance Proposal

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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**PLANNING AND ZONING COMMISSION:**

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1. PZC 2024-06 & EDC 2024-18 Ordinance Approving an Amendment to the Yorkville Unified Ordinance Development Regarding Alternative Energy Use Standards (Solar Farm)

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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

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4. CC 2021-04 City Building Updates

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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5. CC 2021-38 Water Study Update

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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

Agenda Item Number

Consent Agenda #1

Tracking Number

### Agenda Item Summary Memo

**Title:** Minutes of the Regular City Council – March 12, 2024

**Meeting and Date:** City Council – March 26, 2024

**Synopsis:** Approval of Minutes

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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

#### Agenda Item Notes:

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**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL  
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,  
HELD IN THE CITY COUNCIL CHAMBERS,  
651 PRAIRIE POINTE DRIVE ON  
TUESDAY, MARCH 12, 2024**

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

**ROLL CALL**

City Clerk Behland called the roll.

Ward I	Koch	Present	
	Transier	Present	
Ward II	Plocher	Present	(arrived at 7:06 p.m.)
	Soling	Present	
Ward III	Funkhouser	Present	
	Marek	Present	
Ward IV	Tarulis	Absent	
	Corneils	Present	

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

Staff in attendance electronically: Mayor Purcell and Assistant City Administrator Willrett

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

A meeting notice was posted on the City’s website on the agenda, minutes, and packets webpage with instructions regarding remote meeting access and a link was included for the public to participate in the meeting remotely: <https://us02web.zoom.us/j/88910193167?pwd=QVE5S0FQUEZkcG5FN3prcmVnRDBzQT09>. The Zoom meeting ID was 889 1019 3167.

**QUORUM**

A quorum was established.

**AMENDMENTS TO THE AGENDA**

None.

**AWARD PRESENTATIONS**

**Recognition of Life-Saving Efforts – Patrol Team**

Chief of Police Jensen and Commander McMahon presented certificates for life-saving efforts to Sergeant Hayes, Officer Kuehlem, Officer Opp, Officer Heiser, Detective Johnson, School Resource Officer Goldsmith, and Officer Lobdell.

**PUBLIC HEARINGS**

- 1. Lake Michigan Improvements – IEPA Project Plan PEID
- 2. Proposed Budget for Fiscal Year 2024-2025

Please see attached transcript from the court reporter regarding the public hearing portion of the meeting.

**CITIZEN COMMENTS ON AGENDA ITEMS**

None.

**CONSENT AGENDA**

- 1. Minutes of the Regular City Council – February 13, 2024
- 2. Minutes of the Regular City Council – February 27, 2024
- 3. Bill Payments for Approval
  - \$ 282,318.59 (vendors)
  - \$ 150,528.74 (wire payments)
  - \$ 373,665.13 (payroll period ending 03/01/24)
  - \$ 806,512.46 (total)

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

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

## REPORTS

## MAYOR'S REPORT

**Ordinance 2024-07**

**Providing for Issuance of United City of Yorkville, Kendall  
County, Illinois Special Service Area Number 2004-107  
Special Tax Refunding Bonds, Series 2024 (Raintree  
Village II Project) and Authorizing the Execution  
of a Bond Order  
(CC 2024-07)**

Mayor Pro Tem Transier entertained a motion to approve an Ordinance Providing for Issuance of United City of Yorkville, Kendall County, Illinois Special Service Area Number 2004-107 Special Tax Refunding Bonds, Series 2024 (Raintree Village II Project), and Authorizing the Execution of a Bond Order and authorize the Mayor and City Clerk to execute. So moved by Alderman Koch; seconded by Alderman Funkhouser.

Finance Director Fredrickson reported to the Council that the final savings amounts are \$194 for single-family homes, \$159 for duplexes, and \$134 for townhomes. These amounts are Raintree Village II residents' average annual savings on their property taxes from 2025 through 2034.

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

**Appointments to Boards and Commissions**  
(CC 2024-16)

Mayor Pro Tem Transier entertained a motion to approve the Mayor's appointment of Ryan Forristall to the Planning and Zoning Commission to a term ending May 2027. So moved by Alderman Marek; seconded by Alderman Soling.

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

**Resolution 2024-13**

**Approving a Second Escrow Intergovernmental Agreement  
By and Among the United City of Yorkville, The Village  
of Oswego, The Village of Montgomery and the  
DuPage Water Commission  
(CC 2024-17)**

Mayor Pro Tem Transier entertained a motion to approve a Resolution Approving a Second Escrow Intergovernmental Agreement By and Among the United City of Yorkville, The Village of Oswego, The Village of Montgomery and the DuPage Water Commission and authorize the Mayor and City Clerk to execute. So moved by Alderman Funkhouser; seconded by Alderman Koch.

Mayor Pro Tem Transier said this agreement is another step in inquiring water from Lake Michigan. City Administrator Olson reported this item is for phase two of engineering. This will include more detailed designs and land acquisition. The price for this phase is \$20 million, split between each community. This phase should take the process through bidding, which is currently planned for the end of 2025. Water should be able to be turned on by the end of 2027. Alderman Funkhouser asked if this was budgeted. City Administrator Olson said yes, the City has the money in the budget and has authorized expenditures for the current year that we are in. We plan to reconcile or amend that amount with the fiscal year 2025 amount.

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

**PUBLIC WORKS COMMITTEE REPORT**

No report.

**ECONOMIC DEVELOPMENT COMMITTEE REPORT**

No report.

**PUBLIC SAFETY COMMITTEE REPORT**

No report.

**ADMINISTRATION COMMITTEE REPORT**

No report.

**PARK BOARD**

**St. Patrick's Day**

Parks and Recreation Director Evans reported this Saturday is the Yorkville St. Patrick's Day celebration. Everything is in the downtown area this year. Events start at 9:00 a.m. with the Southbank BBQ run. There is also a leprechaun hunt starting at 9:00 a.m. There will be live music at Riverfront Park at 10:15 a.m. and the parade at 11:00 a.m. Pictures with the leprechaun and a Clover Cove Court contest will follow the parade.

**Easter Egg-Stravaganza**

Parks and Recreation Director Evans reported Saturday, March 23, 2024, is the Easter Egg-Stravaganza at Town Square Park. You do have to register to participate, and spots are still available. There are two sessions: 9:00 a.m. and 10:30 a.m.

**PLANNING AND ZONING COMMISSION**

No report.

**CITY COUNCIL REPORT**

No report.

**CITY CLERK'S REPORT**

No report.

**COMMUNITY & LIAISON REPORT**

**Library Board**

Alderman Soling reported the Library Board scheduled the replacement last night on their chiller, which was a significant approval for their HVAC unit. They are looking at a Fall replacement and being ready for Spring next year.

**STAFF REPORT**

No report.

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

**City Buildings Updates**

(CC 2021-04)

City Administrator Olson reported that the Public Works building tours are tomorrow morning. Staff and elected officials are touring South Elgin and Montgomery's new facilities. All questions will be taken to a future meeting to plan the public works facility. There should be a second tour for people who could not make it to this date.

**Water Study Update**

(CC 2021-38)

City Administrator Olson gave an update on a meeting held today with the EPA and WIFIA staff that the letter of interest we received last year for the project selection locks the City in for the 80% loan terms. This means the City can start the process of a special census to become home rule if the City has over 25,000 residents. This will increase the state share revenue, estimated at around \$700,000.

**Proposed Budget for Fiscal Year 2024-2025**

(CC 2024-14)

City Administrator Olson shared that there are no updates to the proposed budget at this time. He stated there would be a few small budget amendments at the next meeting. The budget needs to be approved by the end of April.

**ADDITIONAL BUSINESS**

None.

**CITIZEN COMMENTS**

None.

**EXECUTIVE SESSION**

None.

**ADJOURNMENT**

Mayor Pro Tem Transier entertained a motion to adjourn the City Council meeting. So moved by Alderman Funkhouser; seconded by Alderman Soling.

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 7:25 p.m.

Minutes submitted by:

Jori Behland,  
City Clerk, City of Yorkville, Illinois



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UNITED CITY OF YORKVILLE  
KENDALL COUNTY, ILLINOIS

CITY COUNCIL MEETING  
PUBLIC HEARINGS

651 Prairie Pointe  
Yorkville, Illinois

Tuesday, March 12, 2024

7:00 p.m.

1           PRESENT: (In-person and via Zoom)

2  
3           Mr. John Purcell, Mayor;

4           Mr. Ken Koch, Alderman;

5           Mr. Dan Transier, Alderman, Mayor Pro  
6           Tem;

7           Mr. Craig Soling, Alderman;

8           Mr. Joe Plocher, Alderman;

9           Mr. Chris Funkhouser, Alderman;

10          Mr. Matt Marek, Alderman;

11          Mr. Rusty Corneils, Alderman.

12          ALSO PRESENT: (In-person and via Zoom)

13  
14          Mr. Bart Olson, City Administrator;

15          Ms. Jori Behland, City Clerk;

16          Ms. Erin Willrett, Assistant City  
17          Administrator;

18          Ms. Megan Lamb, City Attorney;

19          Mr. Rob Fredrickson, Finance Director;

20          Mr. Eric Dhuse, Public Works Director;

21          Chief James Jensen, Yorkville Police  
22          Department;

23          Mr. Tim Evans, Parks and Recreation  
24          Director;

Ms. Krysti Barksdale-Noble, Community  
Development Director;  
Mr. Brad Sanderson, City Engineer.

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1 (WHEREUPON, the following  
2 proceedings were had in the public  
3 hearing portion of the meeting:)

4 CHAIRMAN TRANSIER: We will move on to  
5 the next item on our agenda, and there are two  
6 public hearings this evening. We want to start  
7 with public hearing number one.

8 MR. OLSON: So I believe we will open  
9 the public hearing if that's okay?

10 CHAIRMAN TRANSIER: Yes.

11 MR. OLSON: And then Brad has a prepared  
12 script he's going to read on behalf of our Lake  
13 Michigan project.

14 MR. SANDERSON: So there is some  
15 readings, some text, that has to be read into the  
16 record, so bear with me a minute as I read the  
17 handful of paragraphs here.

18 So the purpose of this public  
19 hearing is to obtain public comment on the United  
20 City of Yorkville's Lake Michigan Connection Plan  
21 Improvements Project and the Illinois EPA's  
22 preliminary environmental impacts determination  
23 as provided for in the Illinois procedures for  
24 issuing loans from the Public Water Supply Loan

1 Program. This project is in the planning stage  
2 and this hearing is not a pre-construction  
3 meeting.

4 The project is to complete needed  
5 improvements for the City to switch its source  
6 water to Lake Michigan by connecting to the  
7 DuPage Water Commission; specifically, the  
8 replacement of water mains to reduce leakage and  
9 water loss, and the construction of a receiving  
10 station to receive supply from DWC. Financial  
11 assistance for the project is being sought from  
12 the IEPA Public Water Supply Loan Program.

13 A copy of the project summary and  
14 preliminary environmental impacts determination  
15 provided by the IEPA is on file at the United  
16 City of Yorkville City Hall, 651 Prairie Pointe  
17 Drive, Yorkville, Illinois, and available for  
18 public inspection during regular office hours.  
19 All interested parties wishing to provide comment  
20 on the project, the preliminary environmental  
21 impacts determination, and/or any environmental  
22 impacts of the project are now given an  
23 opportunity to be heard.

24 Written comments might also be

1 submitted at any time --

2 AUTOMATED SYSTEM: Recording in  
3 progress.

4 MR. SANDERSON: -- for up to and  
5 including an additional ten days following the  
6 date of the public hearing. Written comments may  
7 be sent to the United City of Yorkville City  
8 Clerk and/or to the Illinois Environmental  
9 Protection Agency.

10 CHAIRMAN TRANSIER: Thank you. So now I  
11 guess we will be looking for any comments on our  
12 public hearing, public hearing number one, the  
13 Lake Michigan improvements.

14 (No response.)

15 CHAIRMAN TRANSIER: No one here and I  
16 don't see anyone online. We then close the  
17 public hearing?

18 MR. OLSON: Yes.

19 CHAIRMAN TRANSIER: So we will close  
20 public hearing number one. We will now move on  
21 to public hearing number two, which we will open,  
22 on the proposed budget for fiscal year 24/25.

23 Is there a preamble that we need to  
24 read for this one?

1 MR. OLSON: No.

2 CHAIRMAN TRANSIER: Does anyone here  
3 have any comments on the proposed budget?

4 (No response.)

5 CHAIRMAN TRANSIER: Anyone online?

6 (No response.)

7 CHAIRMAN TRANSIER: Seeing none, we will  
8 close public hearing number two.

9 (Which were all the proceedings had  
10 in the public hearing portion of  
11 the meeting.)

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1 STATE OF ILLINOIS )  
2 ) SS:  
3 COUNTY OF LASALLE )

4 I, CHRISTINE M. VITOSH, a Certified  
5 Shorthand Reporter of the State of Illinois, do  
6 hereby certify:

7 That the foregoing public hearing  
8 transcript, Pages 1 through 9, was reported  
9 stenographically by me by means of machine  
10 shorthand, was simultaneously reduced to  
11 typewriting via computer-aided transcription  
12 under my personal direction, and constitutes a  
13 true record of the testimony given and the  
14 proceedings had;

15 That the said public hearing was taken  
16 before me at the time and place specified;

17 That I am not a relative or employee or  
18 attorney or counsel, nor a relative or employee  
19 of such attorney or counsel for any of the  
20 parties hereto, nor interested directly or  
21 indirectly in the outcome of this action.

22 I further certify that my certificate  
23 attached hereto applies to the original  
24 transcript and copies thereof signed and  
certified under my hand only. I assume no



responsibility for the accuracy of any reproduced  
copies not made under my control or direction.

IN WITNESS WHEREOF, I do hereunto set my  
hand at Leland, Illinois, this 13th day of March,  
2024.

/s/ *Christine M Vitosh*

CHRISTINE M. VITOSH,  
C.S.R. Certificate No. 084-02883

## City Council - Public Hearings - March 12, 2024

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## City Council - Public Hearings - March 12, 2024

City Council - Public Hearings - March 12,

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*Vitosh Reporting Service*

815.993.2832 cms.vitosh@gmail.com



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 #2

Tracking Number

### Agenda Item Summary Memo

**Title:** Bills for Payment

**Meeting and Date:** City Council – March 26, 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:

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

UNITED CITY OF YORKVILLE  
CHECK REGISTER

CHECK DATE: 03/06/24

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
540214	SECSTATE	SECRETARY OF STATE					
	030524-PLATES		03/05/24	01	LICENSE PLATES	01-410-54-00-5462	173.00
					INVOICE TOTAL:		173.00 *
					CHECK TOTAL:		173.00
					TOTAL AMOUNT PAID:		173.00



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

UNITED CITY OF YORKVILLE  
CHECK REGISTER

INVOICES DUE ON/BEFORE 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540216	AACVB	AURORA AREA CONVENTION					
	02/24-ALL	03/05/24	01	ALL SEASON HOTEL TAX REBATE	01-640-54-00-5481		40.77
					INVOICE TOTAL:		40.77 *
	1/24-HOLIDAY	03/11/24	01	HOLIDAY INN HOTEL TAX-JAN 2024	01-640-54-00-5481		3,742.34
					INVOICE TOTAL:		3,742.34 *
	12/23-HOLIDAY	03/11/24	01	HOLIDAY INN HOTEL TAX-DEC 2023	01-640-54-00-5481		4,709.89
					INVOICE TOTAL:		4,709.89 *
	2/24-SUPER	03/11/24	01	SUPER 8 HOTEL TAX-FEB 2024	01-640-54-00-5481		845.02
					INVOICE TOTAL:		845.02 *
					CHECK TOTAL:		9,338.02
D003351	ANTPLACE	ANTHONY PLACE YORKVILLE LP					
	APR 2024	03/15/24	01	CITY OF YORKVILLE HOUSING	01-640-54-00-5427		946.00
			02	ASSISTANCE PROGRAM RENT	*** COMMENT **		
			03	REIMBURSEMENT FOR APR 2024	*** COMMENT **		
					INVOICE TOTAL:		946.00 *
					DIRECT DEPOSIT TOTAL:		946.00
540217	ATT	AT&T					
	6305536805-0224	02/25/24	01	02/25-03/24 RIVERFRONT PARK	79-795-54-00-5440		124.11
					INVOICE TOTAL:		124.11 *
					CHECK TOTAL:		124.11
540218	BEEBED	DAVID BEEBE					
	030224	03/02/24	01	REFEREE	79-795-54-00-5462		250.00
					INVOICE TOTAL:		250.00 *
					CHECK TOTAL:		250.00

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

INVOICES DUE ON/BEFORE 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540219	COMED	COMMONWEALTH EDISON					
	1709169000-0224	03/06/24	01	1/30-3/6 RT34 & AUTUMN CRK	23-230-54-00-5482		347.40
					INVOICE TOTAL:		347.40 *
	1870344000-0224	03/06/24	01	1/30-3/6 105 COUNTRYSIDE PARK	79-795-54-00-5480		33.26
					INVOICE TOTAL:		33.26 *
	3260462000-0224	03/05/24	01	01/29-03/05 RT 47 & RIVER	23-230-54-00-5482		577.62
					INVOICE TOTAL:		577.62 *
	3852534000-0224	03/01/24	01	01/25-03/01 RT126 & SCHLHS	23-230-54-00-5482		165.13
					INVOICE TOTAL:		165.13 *
	3897838000-0224	03/05/24	01	01/29-03/05 609 N BRIDGE	01-110-54-00-5480		28.03
					INVOICE TOTAL:		28.03 *
					CHECK TOTAL:		1,151.44
540220	COREMAIN	CORE & MAIN LP					
	U396725	02/21/24	01	327 METERS	51-510-56-00-5664		46,839.00
					INVOICE TOTAL:		46,839.00 *
					CHECK TOTAL:		46,839.00
D003352	DHUSEE	DHUSE, ERIC					
	030524-MILEAGE	03/05/24	01	DUPAGE WATER COMMISSION	51-510-54-00-5415		94.14
			02	MEETING MILEAGE REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		94.14 *
					DIRECT DEPOSIT TOTAL:		94.14
540221	DIETERG	GARY M. DIETER					
	030924	03/09/24	01	REFEREE	79-795-54-00-5462		250.00
					INVOICE TOTAL:		250.00 *
					CHECK TOTAL:		250.00
01-110	ADMIN	12-112	SUNFLOWER SSA	25-225	PARK & RECREATION CAPITAL	84-840	LIBRARY CAPITAL
01-120	FINANCE	15-155	MOTOR FUEL TAX (MFT)	51-510	WATER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	52-520	SEWER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	79-790	PARKS DEPARTMENT	89-890	DOWNTOWN II TIF
01-410	STREETS OPERATIONS	25-205	POLICE CAPITAL	79-795	RECREATION DEPARTMENT	90-XXX	DEVELOPER ESCROW
01-640	ADMINISTRATIVE SERVICES	25-212	GENERAL GOVERNMENT CAPITAL	82-820	LIBRARY OPERATIONS	95-000	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-215	PUBLIC WORKS CAPITAL				

INVOICES DUE ON/BEFORE 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540222	DIRENRGY	DIRECT ENERGY BUSINESS					
	1704707-240610053819	03/01/24	01	01/18-02/22 RT47 & KENNEDY	23-230-54-00-5482		1,455.54
					INVOICE TOTAL:		1,455.54 *
	1704712-240610053819	03/01/24	01	01/22-02/22 421 POPLAR	23-230-54-00-5482		8,271.30
					INVOICE TOTAL:		8,271.30 *
	1704715-240610053819	03/01/24	01	01/22-02/22 998 WHITE PLAINS	23-230-54-00-5482		10.95
					INVOICE TOTAL:		10.95 *
	1704724-240610053819	03/01/24	01	01/18-02/21 3299 LEHMAN	51-510-54-00-5480		9,508.25
					INVOICE TOTAL:		9,508.25 *
					CHECK TOTAL:		19,246.04
540223	DORNER	DORNER PRODUCTS, INC					
	509894	02/27/24	01	AIR & VACUUM VALVE	51-510-56-00-5638		893.19
					INVOICE TOTAL:		893.19 *
					CHECK TOTAL:		893.19
540224	DUTEK	THOMAS & JULIE FLETCHER					
	1022824	02/29/24	01	HOSE REPAIR, COUPLER, NIPPLES	01-410-56-00-5628		105.50
					INVOICE TOTAL:		105.50 *
	1022847	03/01/24	01	COUPLER, NIPPLES	01-410-56-00-5628		174.00
					INVOICE TOTAL:		174.00 *
					CHECK TOTAL:		279.50
540225	DYNEGY	DYNEGY ENERGY SERVICES					
	386643524021	03/12/24	01	12/28-01/28 420 FAIRHAVEN	52-520-54-00-5480		146.35

01-110 ADMIN  
01-120 FINANCE  
01-210 POLICE  
01-220 COMMUNITY DEVELOPMENT  
01-410 STREETS OPERATIONS  
01-640 ADMINISTRATIVE SERVICES  
11-111 FOX HILL SSA

12-112 SUNFLOWER SSA  
15-155 MOTOR FUEL TAX (MFT)  
23-230 CITY WIDE CAPITAL  
24-216 BUILDING & GROUNDS  
25-205 POLICE CAPITAL  
25-212 GENERAL GOVERNMENT CAPITAL  
25-215 PUBLIC WORKS CAPITAL

25-225 PARK & RECREATION CAPITAL  
51-510 WATER OPERATIONS  
52-520 SEWER OPERATIONS  
79-790 PARKS DEPARTMENT  
79-795 RECREATION DEPARTMENT  
82-820 LIBRARY OPERATIONS

84-840 LIBRARY CAPITAL  
87-870 COUNTRYSIDE TIF  
88-880 DOWNTOWN TIF  
89-890 DOWNTOWN II TIF  
90-XXX DEVELOPER ESCROW  
95-000 ESCROW DEPOSIT



INVOICES DUE ON/BEFORE 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540225	DYNEGY	DYNEGY ENERGY SERVICES					
	386643524021	03/12/24	02	12/29-01/29 6780 RT47	51-510-54-00-5480		186.21
			03	01/26-03/03 456 KENNEDY	51-510-54-00-5480		242.33
			04	01/12-02/11 4600 N BRIDGE	51-510-54-00-5480		107.34
			05	01/25-02/29 1107 PRAIRIE CR	52-520-54-00-5480		183.54
			06	01/26-03/03 301 E HYDRAULIC	79-795-54-00-5480		70.78
			07	01/02-01/30 FOXHILL 7 LIFT	52-520-54-00-5480		101.53
			08	01/25-02/29 872 PRAIRIE CR	79-795-54-00-5480		263.28
			09	01/12-02/11 9257 GALENA PARK	79-795-54-00-5480		49.93
			10	12/28-01/28 101 BRUELL ST	52-520-54-00-5480		634.65
			11	01/25-02/29 1908 RAINTREE RD	51-510-54-00-5480		406.54
			12	01/26-03/03 PRESTWICK LIFT	52-520-54-00-5480		207.70
			13	01/26-03/03 1991 CANNONBALL TR	51-510-54-00-5480		415.07
			14	12/28-01/28 610 TOWER	51-510-54-00-5480		395.40
			15	01/26-03/03 276 WINDHAM CIRCLE	52-520-54-00-5480		212.31
			16	01/26-03/03 RIVERFRONT PARK	79-795-54-00-5480		221.64
			17	12/28-01/28 1975 BRIDGE LIFT	52-520-54-00-5480		713.97
				INVOICE TOTAL:			4,558.57 *
				CHECK TOTAL:			4,558.57
540226	EEI	ENGINEERING ENTERPRISES, INC.					
	022724-10	02/27/24	01	BRISTOL RIDGE	23-230-60-00-6032		211.77
				INVOICE TOTAL:			211.77 *
	79528	02/28/24	01	NORTH RT47 IMPROVEMENTS	01-640-54-00-5465		1,377.00
				INVOICE TOTAL:			1,377.00 *
	79529	02/28/24	01	SOUTH RT47 IMPROVEMENTS	01-640-54-00-5465		135.00
				INVOICE TOTAL:			135.00 *
	79530	02/28/24	01	TRAFFIC CONTROL SIGNAGE &	01-640-54-00-5465		3,726.00
			02	MARKINGS	** COMMENT **		
				INVOICE TOTAL:			3,726.00 *
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 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540226	EEI	ENGINEERING ENTERPRISES, INC.					
	79531	02/28/24	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		676.00
					INVOICE TOTAL:		676.00 *
	79532	02/28/24	01	PRESTWICK	01-640-54-00-5465		1,052.75
					INVOICE TOTAL:		1,052.75 *
	79533	02/28/24	01	GRANDE RESERVE-UNIT 23	01-640-54-00-5465		40.50
					INVOICE TOTAL:		40.50 *
	79534	02/28/24	01	GRANDE RESERVE-UNIT 8	01-640-54-00-5465		40.50
					INVOICE TOTAL:		40.50 *
	79535	02/28/24	01	WINDETT RIDGE-UNIT 2	90-048-48-00-0111		2,061.50
					INVOICE TOTAL:		2,061.50 *
	79536	02/28/24	01	WHISPERING MEADOWS-TRG	01-640-54-00-5465		1,195.00
					INVOICE TOTAL:		1,195.00 *
	79537	02/28/24	01	GRANDE RESERVE-UNIT 3	01-640-54-00-5465		40.50
					INVOICE TOTAL:		40.50 *
	79538	02/28/24	01	GAS-N-WASH-O'KEEFE	90-144-00-00-0111		132.75
					INVOICE TOTAL:		132.75 *
	79539	02/28/24	01	KENDALL MARKETPLACE-LOT 52	90-154-00-00-0111		51.00
					INVOICE TOTAL:		51.00 *
	79540	02/28/24	01	KENDALL MARKETPLACE-LOT 52	90-154-00-00-0111		170.50
			02	PHASE 2 & 3	** COMMENT **		
					INVOICE TOTAL:		170.50 *
	79541	02/28/24	01	GRANDE RESERVE-UNIT 20	01-640-54-00-5465		81.00
					INVOICE TOTAL:		81.00 *
	79542	02/28/24	01	GRANDE RESERVE-UNITS 13 & 14	01-640-54-00-5465		574.50
					INVOICE TOTAL:		574.50 *

01-110 ADMIN  
01-120 FINANCE  
01-210 POLICE  
01-220 COMMUNITY DEVELOPMENT  
01-410 STREETS OPERATIONS  
01-640 ADMINISTRATIVE SERVICES  
11-111 FOX HILL SSA

12-112 SUNFLOWER SSA  
15-155 MOTOR FUEL TAX (MFT)  
23-230 CITY WIDE CAPITAL  
24-216 BUILDING & GROUNDS  
25-205 POLICE CAPITAL  
25-212 GENERAL GOVERNMENT CAPITAL  
25-215 PUBLIC WORKS CAPITAL

25-225 PARK & RECREATION CAPITAL  
51-510 WATER OPERATIONS  
52-520 SEWER OPERATIONS  
79-790 PARKS DEPARTMENT  
79-795 RECREATION DEPARTMENT  
82-820 LIBRARY OPERATIONS

84-840 LIBRARY CAPITAL  
87-870 COUNTRYSIDE TIF  
88-880 DOWNTOWN TIF  
89-890 DOWNTOWN II TIF  
90-XXX DEVELOPER ESCROW  
95-000 ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540226	EEI	ENGINEERING ENTERPRISES, INC.					
	79543	02/28/24	01	BRIGHT FARMS	90-173-00-00-0111		1,660.50
					INVOICE TOTAL:		1,660.50 *
	79544	02/28/24	01	KENDALLWOOD ESTATES-RALLY	90-174-00-00-0111		5,268.50
					INVOICE TOTAL:		5,268.50 *
	79545	02/28/24	01	WELL MONITORING DASHBOARDS	01-640-54-00-5465		281.00
					INVOICE TOTAL:		281.00 *
					CHECK TOTAL:		18,776.27
540227	EEI	ENGINEERING ENTERPRISES, INC.					
	79546	02/28/24	01	NORTH CENTRAL EWST REHAB	51-510-60-00-6015		530.00
					INVOICE TOTAL:		530.00 *
					CHECK TOTAL:		530.00
540228	EEI	ENGINEERING ENTERPRISES, INC.					
	79547	02/28/24	01	LSL INVENTORY	01-640-54-00-5465		890.25
					INVOICE TOTAL:		890.25 *
	79548	02/28/24	01	BRISTOL BAY-UNIT 13	90-179-00-00-0111		221.25
					INVOICE TOTAL:		221.25 *
	79549	02/28/24	01	GREEN DOOR LINCOLN PRAIRIE	90-191-00-00-0111		2,355.75
					INVOICE TOTAL:		2,355.75 *
	79550	02/28/24	01	2023 WATER MAIN REPLACEMENT-A	51-510-60-00-6025		1,503.50
					INVOICE TOTAL:		1,503.50 *
	79551	02/28/24	01	KENNEDY RD AND FREEDOM PLACE	23-230-60-00-6087		4,858.75
			02	INTERSECTION IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		4,858.75 *

01-110 ADMIN  
01-120 FINANCE  
01-210 POLICE  
01-220 COMMUNITY DEVELOPMENT  
01-410 STREETS OPERATIONS  
01-640 ADMINISTRATIVE SERVICES  
11-111 FOX HILL SSA

12-112 SUNFLOWER SSA  
15-155 MOTOR FUEL TAX (MFT)  
23-230 CITY WIDE CAPITAL  
24-216 BUILDING & GROUNDS  
25-205 POLICE CAPITAL  
25-212 GENERAL GOVERNMENT CAPITAL  
25-215 PUBLIC WORKS CAPITAL

25-225 PARK & RECREATION CAPITAL  
51-510 WATER OPERATIONS  
52-520 SEWER OPERATIONS  
79-790 PARKS DEPARTMENT  
79-795 RECREATION DEPARTMENT  
82-820 LIBRARY OPERATIONS

84-840 LIBRARY CAPITAL  
87-870 COUNTRYSIDE TIF  
88-880 DOWNTOWN TIF  
89-890 DOWNTOWN II TIF  
90-XXX DEVELOPER ESCROW  
95-000 ESCROW DEPOSIT

UNITED CITY OF YORKVILLE  
CHECK REGISTER

INVOICES DUE ON/BEFORE 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540228	EEI	ENGINEERING ENTERPRISES, INC.					
	79552	02/28/24	01	CALEDONIA-UNIT 3	90-188-00-00-0111		68.50
					INVOICE TOTAL:		68.50 *
	79553	02/27/24	01	BRISTOL BAY-UNIT 10	90-186-00-00-0111		856.75
					INVOICE TOTAL:		856.75 *
	79554	02/28/24	01	BRISTO BAY-UNIT 12	90-186-00-00-0111		848.00
					INVOICE TOTAL:		848.00 *
	79555	02/28/24	01	GRANDE RESERVE-UNIT 4	01-640-54-00-5465		40.50
					INVOICE TOTAL:		40.50 *
	79556	02/28/24	01	GRANDE RESERVE-UNIT 6	01-640-54-00-5465		1,329.00
					INVOICE TOTAL:		1,329.00 *
	79557	02/28/24	01	RESTORE CHURCH-PARKING LOT	90-121-00-00-0111		213.75
					INVOICE TOTAL:		213.75 *
	79558	02/28/24	01	NEW LEAF ENERGY-SOLAR FARM	90-196-00-00-0111		903.50
					INVOICE TOTAL:		903.50 *
	79559	02/28/24	01	2023 WATER MAIN REPLACEMENT-B	51-510-60-00-6025		2,162.50
					INVOICE TOTAL:		2,162.50 *
	79560	02/28/24	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00
					INVOICE TOTAL:		1,900.00 *
					CHECK TOTAL:		18,152.00
540229	EEI	ENGINEERING ENTERPRISES, INC.					
	79561	02/28/24	01	WELL #10 & RAW WATER MAIN	51-510-60-00-6029		79,839.75
					INVOICE TOTAL:		79,839.75 *
					CHECK TOTAL:		79,839.75

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				

INVOICES DUE ON/BEFORE 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540230	EEI	ENGINEERING ENTERPRISES, INC.					
	79562	02/28/24	01	GREEN DOOR KELAKA	90-191-00-00-0111		1,725.50
					INVOICE TOTAL:		1,725.50 *
	79563	02/28/24	01	2024 WATER MAIN REPLACEMENT-A	51-510-60-00-6025		10,324.20
					INVOICE TOTAL:		10,324.20 *
	79564	02/28/24	01	2024 WATER MAIN REPLACEMENT-B	51-510-60-00-6025		5,053.11
					INVOICE TOTAL:		5,053.11 *
	79565	02/28/24	01	ELDAMAIN WATER MAIN LOOP-LP	51-510-60-00-6024		18,389.78
					INVOICE TOTAL:		18,389.78 *
	79566	02/28/24	01	SOUTHERN SANITARY SEWER	52-520-60-00-6024		845.07
			02	CONNECTION-LP	** COMMENT **		
					INVOICE TOTAL:		845.07 *
	79567	02/28/24	01	QUIKTRIP GAS STATION	90-208-00-00-0111		1,034.00
					INVOICE TOTAL:		1,034.00 *
	79568	02/28/24	01	DWC TRANSMISSION MAIN	51-510-60-00-6011		1,118.25
					INVOICE TOTAL:		1,118.25 *
					CHECK TOTAL:		38,489.91
540231	EEI	ENGINEERING ENTERPRISES, INC.					
	79569	02/28/24	01	CENTER ST WATER MAIN EXTENSION	51-510-60-00-6025		3,879.60
					INVOICE TOTAL:		3,879.60 *
					CHECK TOTAL:		3,879.60
540232	EEI	ENGINEERING ENTERPRISES, INC.					
	79570	02/28/24	01	1203 N BRIDGE-GERBER COLLISION	90-214-00-00-0111		119.50
					INVOICE TOTAL:		119.50 *

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 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540232	EEI	ENGINEERING ENTERPRISES, INC.					
	79571	02/28/24	01 02	DOWNTOWN RIVERWALK-FEASIBILITY STUDY	01-640-54-00-5465 ** COMMENT **		1,188.00
					INVOICE TOTAL:		1,188.00 *
	79572	02/28/24	01	2024 ROAD PROGRAM	23-230-60-00-6025		22,947.30
					INVOICE TOTAL:		22,947.30 *
	79573	02/28/24	01 02	KENDALL MARKETPLACE-LOT 52, PHASE 4	90-154-00-00-0111 ** COMMENT **		659.50
					INVOICE TOTAL:		659.50 *
	79574	02/28/24	01	FY 2025 BUDGET	01-640-54-00-5465		5,304.00
					INVOICE TOTAL:		5,304.00 *
	79575	02/28/24	01	LAKE MICHIGAN-WIFIA LOAN APP.	51-510-60-00-6011		5,884.62
					INVOICE TOTAL:		5,884.62 *
	79576	02/28/24	01 02	RT47 WATER MAIN RELOCATION- WATER PARK WAY TO BERTRAM	51-510-60-00-6035 ** COMMENT **		8,955.54
					INVOICE TOTAL:		8,955.54 *
	79577	02/28/24	01	NEXAMP SOLAR	90-212-00-00-0111		340.25
					INVOICE TOTAL:		340.25 *
	79578	02/28/24	01	CITY OF YORKVILLE-GENERAL	01-640-54-00-5465		1,620.00
					INVOICE TOTAL:		1,620.00 *
	79579	02/28/24	01	CORNEILS RD SOLAR	90-216-00-00-0111		1,741.50
					INVOICE TOTAL:		1,741.50 *
	79580	02/28/24	01	1981 S. BRIDGE ST-SITE PLAN	90-217-00-00-0111		672.00
					INVOICE TOTAL:		672.00 *
	79581	02/28/24	01	2023 SANITARY SEWER LINING	52-520-60-00-6025		358.00
					INVOICE TOTAL:		358.00 *
					CHECK TOTAL:		49,790.21

01-110 ADMIN  
01-120 FINANCE  
01-210 POLICE  
01-220 COMMUNITY DEVELOPMENT  
01-410 STREETS OPERATIONS  
01-640 ADMINISTRATIVE SERVICES  
11-111 FOX HILL SSA

12-112 SUNFLOWER SSA  
15-155 MOTOR FUEL TAX (MFT)  
23-230 CITY WIDE CAPITAL  
24-216 BUILDING & GROUNDS  
25-205 POLICE CAPITAL  
25-212 GENERAL GOVERNMENT CAPITAL  
25-215 PUBLIC WORKS CAPITAL

25-225 PARK & RECREATION CAPITAL  
51-510 WATER OPERATIONS  
52-520 SEWER OPERATIONS  
79-790 PARKS DEPARTMENT  
79-795 RECREATION DEPARTMENT  
82-820 LIBRARY OPERATIONS

84-840 LIBRARY CAPITAL  
87-870 COUNTRYSIDE TIF  
88-880 DOWNTOWN TIF  
89-890 DOWNTOWN II TIF  
90-XXX DEVELOPER ESCROW  
95-000 ESCROW DEPOSIT

UNITED CITY OF YORKVILLE  
CHECK REGISTER

INVOICES DUE ON/BEFORE 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540233	EJEQUIP	EJ EQUIPMENT					
	P11874	03/05/24	01	QUICK DISCONNECT VACCS	52-520-56-00-5628		346.09
					INVOICE TOTAL:		346.09 *
					CHECK TOTAL:		346.09
540234	FIRSTNET	AT&T MOBILITY					
	287313454005X0303202	03/25/24	01	01/26-02/25 MOBILE DEVICES	01-220-54-00-5440		42.19
			02	01/26-02/25 MOBILE DEVICES	51-510-54-00-5440		42.19
			03	01/26-02/25 MOBILE DEVICES	01-110-54-00-5440		84.38
			04	01/26-02/25 MOBILE DEVICES	01-210-54-00-5440		837.85
			05	01/26-02/25 MOBILE DEVICES	79-795-54-00-5440		42.19
					INVOICE TOTAL:		1,048.80 *
					CHECK TOTAL:		1,048.80
540235	FIRSTNET	AT&T MOBILITY					
	287313454207X0303202	02/25/24	01	01/26-02/25 MOBILE DEVICES	01-220-54-00-5440		253.14
			02	01/26-02/25 MOBILE DEVICES	79-790-54-00-5440		36.24
			03	01/26-02/25 MOBILE DEVICES	79-795-54-00-5440		156.86
			04	01/26-02/25 MOBILE DEVICES	51-510-54-00-5440		235.29
			05	01/26-02/25 MOBILE DEVICES	52-520-54-00-5440		72.48
					INVOICE TOTAL:		754.01 *
					CHECK TOTAL:		754.01
540236	GARDKOCH	GARDINER KOCH & WEISBERG					
	H-2364C-18433	03/08/24	01	KIMBALL HILL I MATTERS	01-640-54-00-5461		26,687.41
					INVOICE TOTAL:		26,687.41 *
					CHECK TOTAL:		26,687.41
540237	GEEGANT	TIMOTHY R. GEEGAN					

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)	52-520	SEWER OPERATIONS	87-870	COUNTRYSIDE TIF
01-210	POLICE	23-230	CITY WIDE CAPITAL	51-510	WATER OPERATIONS	88-880	DOWNTOWN TIF
01-220	COMMUNITY DEVELOPMENT	24-216	BUILDING & GROUNDS	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 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540237	GEEGANT	TIMOTHY R. GEEGAN					
	030224	03/02/24	01	REFEREE	79-795-54-00-5462		150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
540238	GLATFELT	GLATFELTER UNDERWRITING SRVS.					
	429951128-4	10/30/23	01	LIABILITY INS INSTALL #4	01-000-14-00-1400		16,138.96
			02	LIABILITY INS INSTALL #4-PR	01-000-14-00-1400		3,355.68
			03	LIABILITY INS INSTALL #4-LIB	01-000-14-00-1400		1,337.68
			04	LIABILITY INS INSTALL #4	51-000-14-00-1400		1,779.61
			05	LIABILITY INS INSTALL #4	52-000-14-00-1400		853.07
					INVOICE TOTAL:		23,465.00 *
					CHECK TOTAL:		23,465.00
540239	GROOT	GROOT INC					
	12135663T102	03/07/24	01	FEB 2024 REFUSE SERVICE	01-540-54-00-5442		143,293.98
			02	FEB 2024 SENIOR REFUSE SERVICE	01-540-54-00-5441		3,939.46
					INVOICE TOTAL:		147,233.44 *
					CHECK TOTAL:		147,233.44
540240	GROUPEL	GROUPE LACASSA LLC					
	1323775	02/23/24	01	TABLES, CHAIRS	25-205-60-00-6060		6,939.36
					INVOICE TOTAL:		6,939.36 *
					CHECK TOTAL:		6,939.36
540241	HARRIS	HARRIS COMPUTER SYSTEMS					
	MSIMN0000745	02/29/24	01	FEB-DEC 2024 MSI COBOL LICENSE	01-120-54-00-5462		745.26

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 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540241	HARRIS	HARRIS COMPUTER SYSTEMS					
	MSIMN0000745	02/29/24	02	AND DATA CONNECTOR MAINTENANCE	** COMMENT **		
					INVOICE TOTAL:		745.26 *
	MSIXT0000501	02/27/24	01	MSI 10 CONVERSION	01-640-54-00-5450		10,075.00
					INVOICE TOTAL:		10,075.00 *
	MSIXT0000512	02/27/24	01	FEB 2024 MYGOVHUB FEES	01-120-54-00-5462		101.51
			02	FEB 2024 MYGOVHUB FEES	51-510-54-00-5462		152.26
			03	FEB 2024 MYGOVHUB FEES	52-520-54-00-5462		44.78
					INVOICE TOTAL:		298.55 *
				CHECK TOTAL:			11,118.81
540242	HARTROB	ROBBIE HART					
	031324-TUITION	03/13/24	01	SPRING 2024 TUITION	01-210-54-00-5410		1,206.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		1,206.00 *
				CHECK TOTAL:			1,206.00
D003353	HERNANDA	ADAM HERNANDEZ					
	CDL REIMB	03/05/24	01	CDL LICENSE RENEWAL	79-790-54-00-5462		61.35
					INVOICE TOTAL:		61.35 *
				DIRECT DEPOSIT TOTAL:			61.35
540243	IMPERINV	IMPERIAL INVESTMENTS					
	DEC 2023-REBATE	03/26/24	01	DEC 2023 BUSINESS DIST REBATE	01-000-24-00-2488		2,811.66
					INVOICE TOTAL:		2,811.66 *
	NOV 2023-REBATE	03/26/24	01	NOV 2023 BUSINESS DIST REBATE	01-000-24-00-2488		1,166.01
					INVOICE TOTAL:		1,166.01 *
				CHECK TOTAL:			3,977.67

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 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540244	INGEMUNS	INGEMUNSON LAW OFFICES LTD					
	12068	03/01/24	01	02/05/24 ADMIN HEARING	01-210-54-00-5467		150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
540245	INTERDEV	INTERDEV, LLC					
	LIC-1043326	02/29/24	01	TIMED ACTIVE STORAGE-FEB 2024	01-640-54-00-5450		270.00
					INVOICE TOTAL:		270.00 *
	MSP-1043324	02/29/24	01	MONTHLY IT BILLING-FEB 2024	01-640-54-00-5450		18,298.00
					INVOICE TOTAL:		18,298.00 *
	SEC-1043334	02/29/24	01	DUO & SENTINEL ONE-FEB 2024	01-640-54-00-5450		1,235.54
					INVOICE TOTAL:		1,235.54 *
					CHECK TOTAL:		19,803.54
540246	JIMSTRCK	JIM'S TRUCK INSPECTION LLC					
	202024	02/23/24	01	TRUCK INSPECTION	79-790-54-00-5495		43.00
					INVOICE TOTAL:		43.00 *
					CHECK TOTAL:		43.00
540247	KCFENCE	MICHAEL PAVLIK					
	01400	03/04/24	01	DIG OUT AND REPAIR GATE POST	24-216-54-00-5446		1,400.00
					INVOICE TOTAL:		1,400.00 *
					CHECK TOTAL:		1,400.00
540248	KCPROB	KENDALL COUNTY COURT SERVICES					
	021624	02/16/24	01	FY23 DIVERSION SPECIALIST	01-210-54-00-5472		6,800.22

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 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540248	KCPROB	KENDALL COUNTY COURT SERVICES					
	021624	02/16/24	02	12/1/22-11/30/23	** COMMENT **		
					INVOICE TOTAL:		6,800.22 *
					CHECK TOTAL:		6,800.22
540249	KENCOM	KENCOM PUBLIC SAFETY DISPATCH					
	599	03/01/24	01	TYLER/NEW WORLD ANNUAL	01-640-54-00-5449		25,090.87
			02	MAINTENANCE RENEWAL	** COMMENT **		
					INVOICE TOTAL:		25,090.87 *
	602	03/01/24	01	IP FLEXIBLE REACH MONTHLY FEE	01-640-54-00-5449		115.56
			02	FOR DEC 2023-FEB 2024	** COMMENT **		
					INVOICE TOTAL:		115.56 *
					CHECK TOTAL:		25,206.43
540250	KENDCPA	KENDALL COUNTY CHIEFS OF					
	1109	02/20/24	01	FEB 2024 MONTHLY MEETING FOR 5	01-210-54-00-5415		85.00
			02	STAFF	** COMMENT **		
					INVOICE TOTAL:		85.00 *
					CHECK TOTAL:		85.00
540251	KENDCROS	KENDALL CROSSING, LLC					
	BD REBATE 11/23	03/26/24	01	NOV 2023 BUSINESS DIST REBATE	01-000-24-00-2487		4,995.90
					INVOICE TOTAL:		4,995.90 *
	BD REBATE 12/23	03/26/24	01	DEC 2023 BUSINESS DIST REBATE	01-000-24-00-2487		5,168.47
					INVOICE TOTAL:		5,168.47 *
					CHECK TOTAL:		10,164.37

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				

INVOICES DUE ON/BEFORE 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540252	KONICAMI	KONICA MINOLTA BUSINESS					
	51551863	03/08/24	01	DOCUMENT SCANNING	01-220-54-00-5462		5,217.55
					INVOICE TOTAL:		5,217.55 *
	51551864	03/08/24	01	DOCUMENT SCANNING	01-220-54-00-5462		283.50
					INVOICE TOTAL:		283.50 *
	51551865	03/08/24	01	DOCUMENT SCANNING	01-220-54-00-5462		317.82
					INVOICE TOTAL:		317.82 *
					CHECK TOTAL:		5,818.87
540253	LANEMUCH	LANER, MUCHIN, LTD					
	661592	02/01/24	01	GENERAL COUNSELING SERVICES	01-640-54-00-5463		506.25
			02	THROUGH 01/20/24	** COMMENT **		
					INVOICE TOTAL:		506.25 *
					CHECK TOTAL:		506.25
540254	LRS	LRS, LLC					
	PS589774	03/13/24	01	03/25-04/04 PORTOLET	79-795-56-00-5620		157.50
			02	FEES-TOWN SQUARE PARK	** COMMENT **		
					INVOICE TOTAL:		157.50 *
	PS589775	03/07/24	01	03/25-04/04 PORTOLET	79-795-56-00-5620		302.00
			02	FEES-RIVERFRONT	** COMMENT **		
					INVOICE TOTAL:		302.00 *
	PS589777	03/07/24	01	03/25-04/04 PORTOLET FEES-VAN	79-795-56-00-5620		36.15
			02	EMMON	** COMMENT **		
					INVOICE TOTAL:		36.15 *
	PS589778	03/07/24	01	03/25-04/04 PORTOLET FEES-FOX	79-795-56-00-5620		36.15

01-110 ADMIN  
01-120 FINANCE  
01-210 POLICE  
01-220 COMMUNITY DEVELOPMENT  
01-410 STREETS OPERATIONS  
01-640 ADMINISTRATIVE SERVICES  
11-111 FOX HILL SSA

12-112 SUNFLOWER SSA  
15-155 MOTOR FUEL TAX (MFT)  
23-230 CITY WIDE CAPITAL  
24-216 BUILDING & GROUNDS  
25-205 POLICE CAPITAL  
25-212 GENERAL GOVERNMENT CAPITAL  
25-215 PUBLIC WORKS CAPITAL

25-225 PARK & RECREATION CAPITAL  
51-510 WATER OPERATIONS  
52-520 SEWER OPERATIONS  
79-790 PARKS DEPARTMENT  
79-795 RECREATION DEPARTMENT  
82-820 LIBRARY OPERATIONS

84-840 LIBRARY CAPITAL  
87-870 COUNTRYSIDE TIF  
88-880 DOWNTOWN TIF  
89-890 DOWNTOWN II TIF  
90-XXX DEVELOPER ESCROW  
95-000 ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540254	LRS LRS, LLC						
	PS589778	03/07/24	02	HILL	** COMMENT **		
					INVOICE TOTAL:		36.15 *
	PS589779	03/07/24	01	03/25-04/04 PORTOLET FEES-FOX	79-795-56-00-5620		36.15
			02	HILL	** COMMENT **		
					INVOICE TOTAL:		36.15 *
	PS589780	03/07/24	01	03/25-04/04 PORTOLET	79-795-56-00-5620		174.50
			02	FEES-BEECHER	** COMMENT **		
					INVOICE TOTAL:		174.50 *
	PS589781	03/07/24	01	03/25-04/04 PORTOLET	79-795-56-00-5620		36.15
			02	FEES-BRISTOL BAY	** COMMENT **		
					INVOICE TOTAL:		36.15 *
	PS589782	03/07/24	01	03/25-04/04 PORTOLET	79-795-56-00-5620		138.00
			02	FEES-BRIDGE	** COMMENT **		
					INVOICE TOTAL:		138.00 *
	PS589783	03/07/24	01	03/25-04/04 PORTOLET	79-795-56-00-5620		36.15
			02	FEES-RAINTREE B	** COMMENT **		
					INVOICE TOTAL:		36.15 *
	PS589784	03/07/24	01	03/25-04/04 PORTOLET	79-795-56-00-5620		36.15
			02	FEES-CANNONBALL	** COMMENT **		
					INVOICE TOTAL:		36.15 *
	PS589785	03/07/24	01	03/25-04/04 PORTOLET FEES-	79-795-56-00-5620		36.15
			02	GREENS FILLING STATION	** COMMENT **		
					INVOICE TOTAL:		36.15 *
	PS589786	03/07/24	01	03/25-04/04 PORTOLET	79-795-56-00-5620		72.29
			02	FEES-RIEMENSCHNIEDER	** COMMENT **		
					INVOICE TOTAL:		72.29 *

01-110 ADMIN  
01-120 FINANCE  
01-210 POLICE  
01-220 COMMUNITY DEVELOPMENT  
01-410 STREETS OPERATIONS  
01-640 ADMINISTRATIVE SERVICES  
11-111 FOX HILL SSA

12-112 SUNFLOWER SSA  
15-155 MOTOR FUEL TAX (MFT)  
23-230 CITY WIDE CAPITAL  
24-216 BUILDING & GROUNDS  
25-205 POLICE CAPITAL  
25-212 GENERAL GOVERNMENT CAPITAL  
25-215 PUBLIC WORKS CAPITAL

25-225 PARK & RECREATION CAPITAL  
51-510 WATER OPERATIONS  
52-520 SEWER OPERATIONS  
79-790 PARKS DEPARTMENT  
79-795 RECREATION DEPARTMENT  
82-820 LIBRARY OPERATIONS

84-840 LIBRARY CAPITAL  
87-870 COUNTRYSIDE TIF  
88-880 DOWNTOWN TIF  
89-890 DOWNTOWN II TIF  
90-XXX DEVELOPER ESCROW  
95-000 ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540254	LRS LRS, LLC						
	PS589787	03/07/24	01	03/25-04/04 PORTOLET	79-795-56-00-5620		260.09
			02	FEES-BRISTOL BAY	** COMMENT **		
					INVOICE TOTAL:		260.09 *
	PS589788	03/04/24	01	03/25-04/04 PORTOLET	79-795-56-00-5620		36.15
			02	FEES-GRANDE RESERVE	** COMMENT **		
					INVOICE TOTAL:		36.15 *
	PS589789	03/07/24	01	03/25-04/04 PORTOLET	79-795-56-00-5620		36.15
			02	FEES-COUNTRYSIDE	** COMMENT **		
					INVOICE TOTAL:		36.15 *
	PS589790	03/07/24	01	03/25-04/04 PORTOLET	79-795-56-00-5620		92.00
			02	FEES-KIWANIS	** COMMENT **		
					INVOICE TOTAL:		92.00 *
	PS591666	03/11/24	01	03/25-04/04 PORTOLET	79-795-56-00-5620		36.15
			02	FEES-BRISTOL STATION	** COMMENT **		
					INVOICE TOTAL:		36.15 *
					CHECK TOTAL:		1,557.88
540255	MESIMPSON M.E. SIMPSON CO, INC						
	41949	02/27/24	01	302 RIDGE ST LEAK LOCATION	51-510-54-00-5462		865.00
					INVOICE TOTAL:		865.00 *
					CHECK TOTAL:		865.00
540256	MIDWSALT MIDWEST SALT						
	P473311	02/29/24	01	BULK ROCK SALT	51-510-56-00-5638		3,164.83
					INVOICE TOTAL:		3,164.83 *
	P473313	02/29/24	01	BULK ROCK SALT	51-510-56-00-5638		3,399.36
					INVOICE TOTAL:		3,399.36 *

01-110 ADMIN  
01-120 FINANCE  
01-210 POLICE  
01-220 COMMUNITY DEVELOPMENT  
01-410 STREETS OPERATIONS  
01-640 ADMINISTRATIVE SERVICES  
11-111 FOX HILL SSA

12-112 SUNFLOWER SSA  
15-155 MOTOR FUEL TAX (MFT)  
23-230 CITY WIDE CAPITAL  
24-216 BUILDING & GROUNDS  
25-205 POLICE CAPITAL  
25-212 GENERAL GOVERNMENT CAPITAL  
25-215 PUBLIC WORKS CAPITAL

25-225 PARK & RECREATION CAPITAL  
51-510 WATER OPERATIONS  
52-520 SEWER OPERATIONS  
79-790 PARKS DEPARTMENT  
79-795 RECREATION DEPARTMENT  
82-820 LIBRARY OPERATIONS

84-840 LIBRARY CAPITAL  
87-870 COUNTRYSIDE TIF  
88-880 DOWNTOWN TIF  
89-890 DOWNTOWN II TIF  
90-XXX DEVELOPER ESCROW  
95-000 ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540256	MIDWSALT	MIDWEST SALT					
	P473436	03/08/24	01	BULK ROCK SALT	51-510-56-00-5638		3,201.93
					INVOICE TOTAL:		3,201.93 *
					CHECK TOTAL:		9,766.12
540257	NICOR	NICOR GAS					
	0-41-22-8748 4-0224	03/01/24	01	01/31-03/01 1107 PRAIRIE LN	01-110-54-00-5480		56.28
					INVOICE TOTAL:		56.28 *
	12-43-53-5635 3-0224	03/04/24	01	02/01-03/04 609 N BRIDGE	01-110-54-00-5480		215.05
					INVOICE TOTAL:		215.05 *
	15-64-61-3532 5-0224	03/01/24	01	01/31-03/01 1991 CANNONBALL TR	01-110-54-00-5480		45.84
					INVOICE TOTAL:		45.84 *
	20-52-56-2042 1-0224	02/27/24	01	01/29-02/27 420 FAIRHAVEN	01-110-54-00-5480		138.86
					INVOICE TOTAL:		138.86 *
	23-45-91-4862 5-0224	03/04/24	01	02/01-03/04 101 BRUELL ST	01-110-54-00-5480		141.47
					INVOICE TOTAL:		141.47 *
	37-35-53-1941 1-0224	03/07/24	01	02/6-3/07 185 WOLF ST	01-110-54-00-5480		272.38
					INVOICE TOTAL:		272.38 *
	40-52-64-8356 1-0224	03/07/24	01	02/03-03/06 102 E VAN EMMON	01-110-54-00-5480		415.03
					INVOICE TOTAL:		415.03 *
	46-69-47-6727 1-0224	03/07/24	01	02/06-03/07 1975 N BRIDGE	01-110-54-00-5480		138.35
					INVOICE TOTAL:		138.35 *
	61-60-41-1000 9-0224	03/04/24	01	02/01-03/04 610 TOWER	01-110-54-00-5480		899.50
					INVOICE TOTAL:		899.50 *
	66-70-44-6942 9-0224	03/07/24	01	02/06-03/07 1908 RAINTREE	01-110-54-00-5480		136.81
					INVOICE TOTAL:		136.81 *

01-110 ADMIN  
01-120 FINANCE  
01-210 POLICE  
01-220 COMMUNITY DEVELOPMENT  
01-410 STREETS OPERATIONS  
01-640 ADMINISTRATIVE SERVICES  
11-111 FOX HILL SSA

12-112 SUNFLOWER SSA  
15-155 MOTOR FUEL TAX (MFT)  
23-230 CITY WIDE CAPITAL  
24-216 BUILDING & GROUNDS  
25-205 POLICE CAPITAL  
25-212 GENERAL GOVERNMENT CAPITAL  
25-215 PUBLIC WORKS CAPITAL

25-225 PARK & RECREATION CAPITAL  
51-510 WATER OPERATIONS  
52-520 SEWER OPERATIONS  
79-790 PARKS DEPARTMENT  
79-795 RECREATION DEPARTMENT  
82-820 LIBRARY OPERATIONS

84-840 LIBRARY CAPITAL  
87-870 COUNTRYSIDE TIF  
88-880 DOWNTOWN TIF  
89-890 DOWNTOWN II TIF  
90-XXX DEVELOPER ESCROW  
95-000 ESCROW DEPOSIT



UNITED CITY OF YORKVILLE  
CHECK REGISTER

INVOICES DUE ON/BEFORE 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540257	NICOR NICOR GAS						
	80-56-05-1157 0-0224	03/07/24	01	02/06-03/7 2512 ROSEMONT	01-110-54-00-5480		59.30
					INVOICE TOTAL:		59.30 *
	83-80-00-1000 7-0224	03/05/24	01	02/01-03/04 610 TOWER UNIT B	01-110-54-00-5480		315.56
					INVOICE TOTAL:		315.56 *
	91-85-68-4012 8-0224	03/04/24	01	01/31-03/01 902 GAME FARM RD	82-820-54-00-5480		2,018.40
					INVOICE TOTAL:		2,018.40 *
					CHECK TOTAL:		4,852.83
540258	OLEARYM MARTIN J. O'LEARY						
	030224	03/02/24	01	REFEREE	79-795-54-00-5462		250.00
					INVOICE TOTAL:		250.00 *
	031124	03/11/24	01	REFEREE	79-795-54-00-5462		150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		400.00
540259	OTTOSEN OTTOSEN DINOLFO						
	4110	01/31/24	01	KENDALL MARKETPLACE MATTERS	01-640-54-00-5456		483.00
					INVOICE TOTAL:		483.00 *
	4112	01/31/24	01	BRIGHT FARMS MATTERS	90-173-00-00-0011		57.50
					INVOICE TOTAL:		57.50 *
	4113	01/31/24	01	WESTBURY MATTERS	90-178-00-00-0011		517.50
					INVOICE TOTAL:		517.50 *
	4114	01/31/24	01	GREEN DOOR MATTERS	90-191-00-00-0011		6,601.00
					INVOICE TOTAL:		6,601.00 *

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 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540259	OTTOSEN	OTTOSEN DINOLFO					
	4117	01/31/24	01	GRANDE RESERVE MATTERS	01-640-54-00-5456		322.00
					INVOICE TOTAL:		322.00 *
					CHECK TOTAL:		7,981.00
540260	PATTONS	SHANE PATTON					
	030224	03/02/24	01	REFEREE	79-795-54-00-5462		330.00
					INVOICE TOTAL:		330.00 *
	030924	03/09/24	01	REFEREE	79-795-54-00-5462		330.00
					INVOICE TOTAL:		330.00 *
					CHECK TOTAL:		660.00
540261	PRINTSRC	LAMBERT PRINT SOURCE, LLC					
	3908	03/08/24	01	ST.PATRICKS DAY SIGNAGE &	79-795-56-00-5606		1,345.50
			02	SPONSORSHIP	** COMMENT **		
					INVOICE TOTAL:		1,345.50 *
					CHECK TOTAL:		1,345.50
540262	R0002629	JEWEL FOOD STORES INC					
	POE REFUND	03/04/24	01	REFUND PLACE OF EATING PROCEED	51-000-40-00-4085		857.78
					INVOICE TOTAL:		857.78 *
					CHECK TOTAL:		857.78
540263	R0002630	WEED COMMANDER INC					
	030524-FNGRPRNT RFND	03/05/24	01	FINGERPRINTING FEE REFUND	01-000-42-00-4205		128.25
					INVOICE TOTAL:		128.25 *
					CHECK TOTAL:		128.25

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				

INVOICES DUE ON/BEFORE 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540264	R0002631	RON KOHLER					
	031124-RFND	03/11/24	01	REFUND CREDIT ON UB ACCOUNT	01-000-13-00-1371		146.60
			02	#0105141000-00	** COMMENT **		
					INVOICE TOTAL:		146.60 *
					CHECK TOTAL:		146.60
540265	RIETZJ	JACKSON RIETZ					
	030224	03/02/24	01	REFEREE	79-795-54-00-5462		150.00
					INVOICE TOTAL:		150.00 *
	030924	03/09/24	01	REFEREE	79-795-54-00-5462		300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		450.00
540266	RIETZR	ROBERT L. RIETZ JR.					
	030224	03/02/24	01	REFEREE	79-795-54-00-5462		300.00
					INVOICE TOTAL:		300.00 *
	030924	03/09/24	01	REFEREE	79-795-54-00-5462		300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		600.00
540267	SANDOVAA	ANTONIO SANDOVAL					
	030924	03/09/24	01	REFEREE	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
540268	SHI	SHI INTERNATIONAL CORP					

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 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
540268	SHI	SHI INTERNATIONAL CORP					
	24572800	03/04/24	01	2 ADOBE PRO FOR TEAMS NEW	01-640-54-00-5450		300.00
			02	SUBSCRIPTIONS	** COMMENT **		
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
540269	SUBURLAB	SUBURBAN LABORATORIES INC.					
	222899	02/29/24	01	ROUTINE WATER SAMPLING	51-510-54-00-5429		1,064.53
					INVOICE TOTAL:		1,064.53 *
					CHECK TOTAL:		1,064.53
540270	TRCONTPR	HIGH STAR TRAFFIC					
	118269	03/08/24	01	BARRICADES, CONES	01-410-56-00-5630		4,053.75
					INVOICE TOTAL:		4,053.75 *
					CHECK TOTAL:		4,053.75
540271	VITOSH	CHRISTINE M. VITOSH					
	2165	02/21/24	01	FEB 2024 ADMIN HEARINGS	01-210-54-00-5467		350.00
					INVOICE TOTAL:		350.00 *
					CHECK TOTAL:		350.00
540272	WILCOXM	CATHERINE B. WILCOX					
	2024 HTD DEPOSIT	03/01/24	01	2024 HOMETOWN DAYS DEPOSIT	79-000-14-00-1400		2,500.00
					INVOICE TOTAL:		2,500.00 *
					CHECK TOTAL:		2,500.00
D003354	YBSD	YORKVILLE BRISTOL					

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

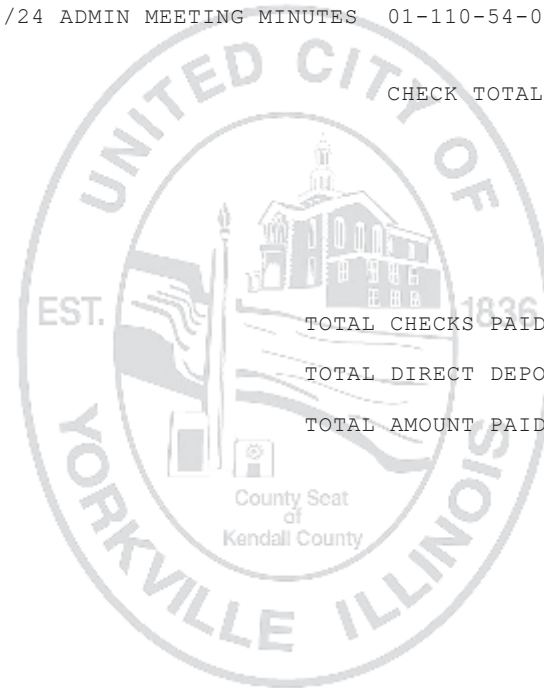
UNITED CITY OF YORKVILLE  
CHECK REGISTER

INVOICES DUE ON/BEFORE 03/26/2024

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
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D003354	YBSD	YORKVILLE BRISTOL					
	24-FEB	03/01/24	01	FEB 2024 SANITARY FEES	95-000-24-00-2450		380,009.02
					INVOICE TOTAL:		380,009.02 *
					DIRECT DEPOSIT TOTAL:		380,009.02

540273	YOUNGM	MARLYS J. YOUNG					
	022124-ADMIN	03/03/24	01	02/21/24 ADMIN MEETING MINUTES	01-110-54-00-5462		85.00
					INVOICE TOTAL:		85.00 *
					CHECK TOTAL:		85.00



TOTAL CHECKS PAID:	623,356.12
TOTAL DIRECT DEPOSITS PAID:	381,110.51
TOTAL AMOUNT PAID:	1,004,466.63

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



## UNITED CITY OF YORKVILLE PAYROLL SUMMARY March 15, 2024

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	\$ 1,583.34	\$ -	\$ 1,583.34	\$ -	\$ 121.13	\$ 1,704.47
ALDERMAN	5,916.64	-	5,916.64	-	452.68	6,369.32
ADMINISTRATION	18,872.43	-	18,872.43	1,100.26	1,396.64	21,369.33
FINANCE	15,487.26	-	15,487.26	902.91	1,149.82	17,539.99
POLICE	140,495.98	2,391.67	142,887.65	697.22	10,620.08	154,204.95
COMMUNITY DEV.	28,344.79	-	28,344.79	1,652.50	2,081.55	32,078.84
STREETS	24,374.84	118.91	24,493.75	1,427.98	1,862.99	27,784.72
BUILDING & GROUNDS	5,938.01	-	5,938.01	346.19	445.75	6,729.95
WATER	17,929.11	852.93	18,782.04	1,094.99	1,402.52	21,279.55
SEWER	11,925.15	-	11,925.15	695.23	909.76	13,530.14
PARKS	29,202.76	-	29,202.76	1,688.52	2,174.94	33,066.22
RECREATION	27,792.03	-	27,792.03	1,181.94	2,100.89	31,074.86
LIBRARY	16,751.71	-	16,751.71	640.24	1,231.01	18,622.96
TOTALS	\$ 344,614.05	\$ 3,363.51	\$ 347,977.56	\$ 11,427.98	\$ 25,949.76	\$ 385,355.30

**TOTAL PAYROLL** **\$ 385,355.30**



## UNITED CITY OF YORKVILLE

### BILL LIST SUMMARY

Tuesday, March 26, 2024

#### ACCOUNTS PAYABLE

#### DATE

City Check Manual Register *(Page 1)*  
City Check Register *(Pages 2 - 24)*

03/06/2024 \$ 173.00  
03/26/2024 1,004,466.63

**SUB-TOTAL:** \$ 1,004,639.63

#### WIRE/ACH PAYMENTS

Park & Rec 2024 - Liquor Licenses

03/11/2024 \$ 100.00

**TOTAL PAYMENTS:** \$100.00

#### PAYROLL

Bi - Weekly *(Page 25)*

03/15/2024 \$ 385,355.30

**SUB-TOTAL:** \$ 385,355.30

**TOTAL DISBURSEMENTS:** \$ 1,390,094.93



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

Agenda Item Number

Consent Agenda #3

Tracking Number

PW 2024-23

### Agenda Item Summary Memo

**Title:** 2024 Road to Better Roads Program – Construction Engineering Agreement

**Meeting and Date:** City Council – March 26, 2024

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

### Council Action Previously Taken:

Date of Action: PW – 3/19/24 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-23

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Bart Olson

Name

Administration

Department

### Agenda Item Notes:

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*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](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://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: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: March 14, 2024  
Subject: Road to Better Roads (RTBR), regular 2024 program,  
construction engineering agreement

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## **Summary**

Consideration of a construction engineering agreement with EEI for the 2024 RTBR regular program.

## **Background**

This item was last discussed in October 2023, when the City Council approved a design engineering contract for the 2024 RTBR regular program. Since then, EEI has completed the design, put the project out to bid, and is recommending awarding the work to D Construction. 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 \$112,791. 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 2024 RTBR regular program.



**2024 Road to Better Roads Program  
United City of Yorkville  
Professional Services Agreement – Construction Engineering**

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

**A. Services:**

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

**B. Term:**

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the 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 Estimated Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for as an Hourly Rate in the amount of \$112,791. 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 contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

**F. Governing Law:**

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

**G. Independent Contractor:**

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

**H. Certifications:**

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

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

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

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

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

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

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

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

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

sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: ☒ United States Citizen ☐ Resident Alien ☐ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

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

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

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

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

The 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:** Estimated Schedule
- Attachment E:** Location Map
- Attachment F:** 2024 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, PE  
Chief Operating Officer / President

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

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

## STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

**Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of



profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

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

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

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

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

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

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

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

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

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

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

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

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



**2024 Road to Better Roads Program  
United City of Yorkville, IL  
Professional Services Agreement - Construction Engineering**

**Attachment B – Scope of Services**

**CONSTRUCTION ENGINEERING:**

- Attend the Pre-Construction Meeting with the Contractor
- Provide resident engineering for on-site observation
- Daily documentation of work tasks and calculation of installed pay items
- Monitor adherence to specifications
- Gather material inspection and coordinate any required testing on behalf of the City
- Provide guidance to the Contractor when questions arise during construction
- Prepare/verify pay estimates
- Gather invoices and waivers of lien from the Contractor
- Provide information to residents as required
- Perform punch list inspections, provide follow up inspections and recommend acceptance when appropriate
- Communicate activity with City weekly or as required based on on-site activities
- Prepare necessary IDOT closeout paperwork
  - BLR 13230 – Engineer's Final Payment Estimate
  - BLR 13210 – Request for Approval of Change in Plans
  - BLR 14222 – Municipal Maintenance Expenditure Statement

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

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2337-P	
PROJECT TITLE	DATE	PREPARED BY
2024 Road to Better Roads Program - Construction Engineering	2/29/24	CJO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 1	PE	SPT 2	SPT 1	ADMIN	HOURS	COST
		PERSON									
		RATE	\$239	\$204	\$179	\$162	\$167	\$156	\$70		
CONSTRUCTION ENGINEERING											
3.1	Contract Administration		2	14	6	2			2	26	\$ 4,872
3.2	Construction Layout			2	16	8				26	\$ 4,568
3.3	Observation and Documentation		2	12	410	110			2	536	\$ 94,276
Insert Task Subtotal:			4	28	432	120	-	-	4	588	\$ 103,716
PROJECT TOTAL:			4	28	432	120	-	-	4	588	103,716

### EEI STAFF

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

### DIRECT EXPENSES

Printing/Scanning =	\$ -
Rubino (Material Testing) =	\$ 5,500
Vehicle Charges (\$65/day) =	\$ 3,575
<b>DIRECT EXPENSES =</b>	<b>\$ 9,075</b>

### LABOR SUMMARY

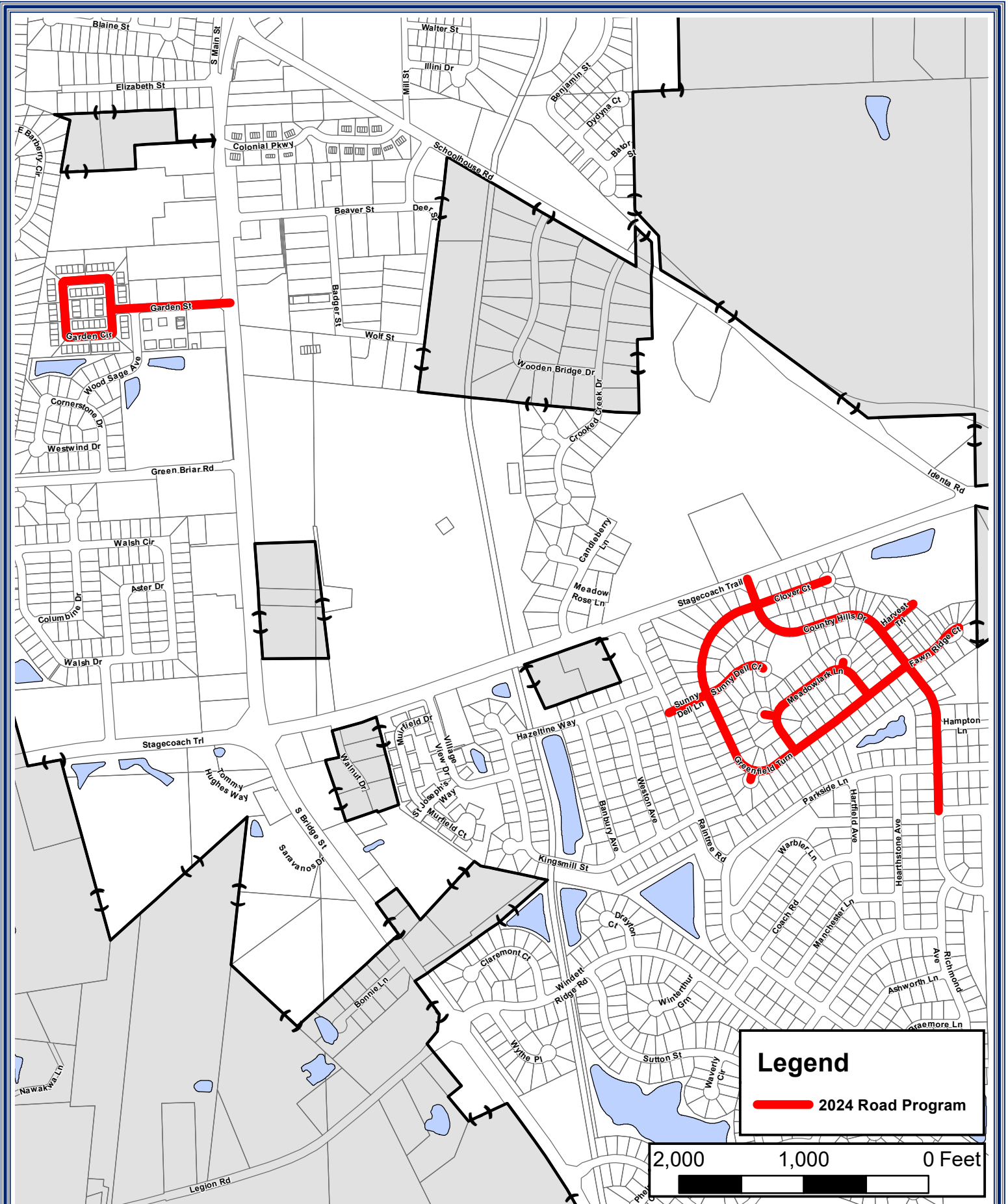
EEI Labor Expenses =	\$ 103,716
<b>TOTAL LABOR EXPENSES</b>	<b>\$ 103,716</b>

<b>TOTAL COSTS</b>	<b>\$ 112,791</b>
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## ATTACHMENT D: ESTIMATED SCHEDULE

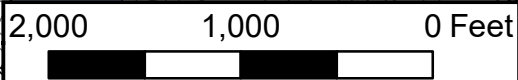
CLIENT					PROJECT NUMBER				
United City of Yorkville					YO2337-P				
PROJECT TITLE					DATE		PREPARED BY		
2024 Road to Better Roads Program - Construction Engineering					2/29/24		CJO		
TASK NO.	TASK DESCRIPTION								
		2024							
		APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
3.1	Contract Administration								
3.2	Construction Layout								
3.3	Observation and Documentation								

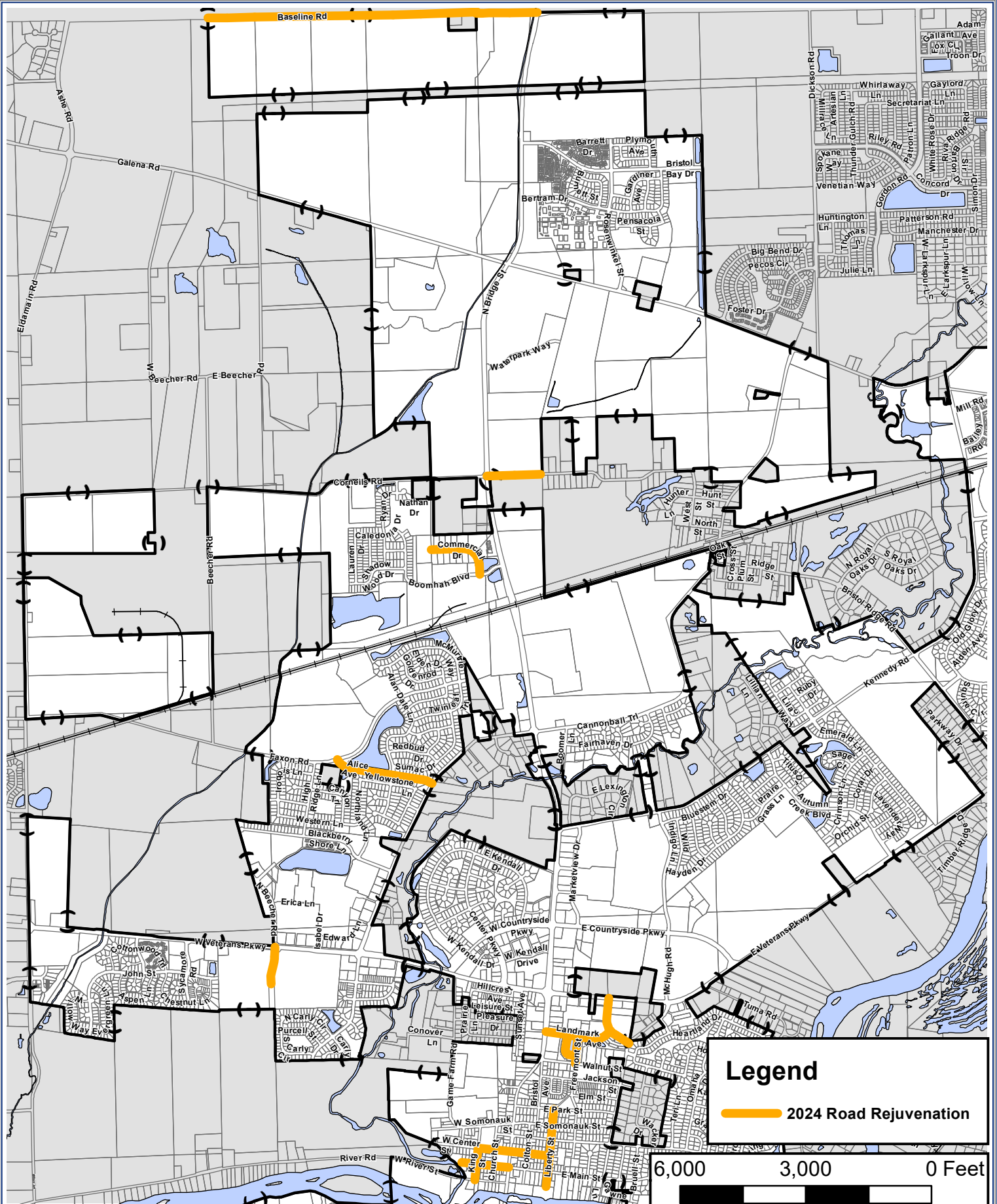




**Legend**

— 2024 Road Program





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



**United City of Yorkville**  
 651 Prairie Pointe Dr  
 Yorkville, IL 60560  
 630-553-4350

DATE: JANUARY 2024  
 PROJECT NO.: YO2337  
 BY: MJT  
 PATH: H:\GIS\PUBLIC\YORKVILLE\2023\  
 FILE: YO2337 Exhibit 2 Road Rejuvenation.MXD

**Legend**  
 2024 Road Rejuvenation

6,000 3,000 0 Feet

**ATTACHMENT E - ROAD  
 REJUVENATION LOCATION MAP**





## STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

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

### VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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





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

Agenda Item Number

Consent Agenda #4

Tracking Number

PW 2024-26

### Agenda Item Summary Memo

**Title:** 2024 Water Main Replacement Contract A – Construction Engineering Agreement

**Meeting and Date:** City Council – March 26, 2024

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

### Council Action Previously Taken:

Date of Action: PW – 3/19/24 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-26

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Bart Olson

Name

Administration

Department

### Agenda Item Notes:

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*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](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://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: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: March 14, 2024  
Subject: 2024 Watermain Replacement Contract A, construction engineering agreement

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## **Summary**

Consideration of a construction engineering agreement with EEI for the 2024 Watermain Replacement Contract A.

## **Background**

This item was last discussed in May 2023, when the City Council approved a design engineering contract for the 2024 Watermain Replacement Contract A. Since then, EEI has completed the design, put the project out to bid, and is recommending awarding the work to Conley Excavating. 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 \$191,659. 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 Replacement, Contract A.



**2024 Water Main Improvements – Contract A**  
**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 3,600 linear feet of 8-inch and 3,600 linear feet of 12-inch water main improvements, as well as roadway resurfacing and curb and gutter improvements along West Street, W. Center Street, W. Spring Street, E. Spring Street, Colton Street, River Street, and Park 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 \$191,659. Direct expenses are estimated at \$12,285. 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:

<b>Attachment A:</b>	Standard Terms and Conditions
<b>Attachment B:</b>	Scope of Services
<b>Attachment C:</b>	Estimate of Level of Effort and Associated Cost
<b>Attachment D:</b>	Anticipated Project Schedule
<b>Attachment E:</b>	Location Map
<b>Attachment F:</b>	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 A**  
**United City of Yorkville**

The United City of Yorkville intends to install approximately 3,600 linear feet of 8-inch and 3,600 linear feet of 12-inch water main improvements, as well as roadway resurfacing and curb and gutter improvements along West Street, W. Center Street, W. Spring Street, E. Spring Street, Colton Street, River Street, and Park 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 A" 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					YO2314-P				
PROJECT TITLE					DATE			PREPARED BY	
2024 Water Main Improvements - Contract A					3/11/24			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	-	61	-	-	71	\$ 11,995
3.3	Observation and Documentation		2	62	44	889	-	-	-	6	1,003	\$150,468
Construction Engineering Subtotal:			12	116	104	942	-	61	-	8	1,243	\$191,659
PROJECT TOTAL:			12	116	104	942	-	61	-	8	1,243	191,659

<b>DIRECT EXPENSES</b>	
Printing/Scanning =	\$ 150
Vehicle =	\$ 5,135
Material Testing =	\$ 7,000
Environmental Assessment =	\$ -
<b>DIRECT EXPENSES = \$ 12,285</b>	

<b>LABOR SUMMARY</b>	
EEL Labor Expenses =	\$181,472
Surveying Expenses =	\$ 10,187
Drafting Expenses =	\$ -
<b>TOTAL LABOR EXPENSES \$191,659</b>	

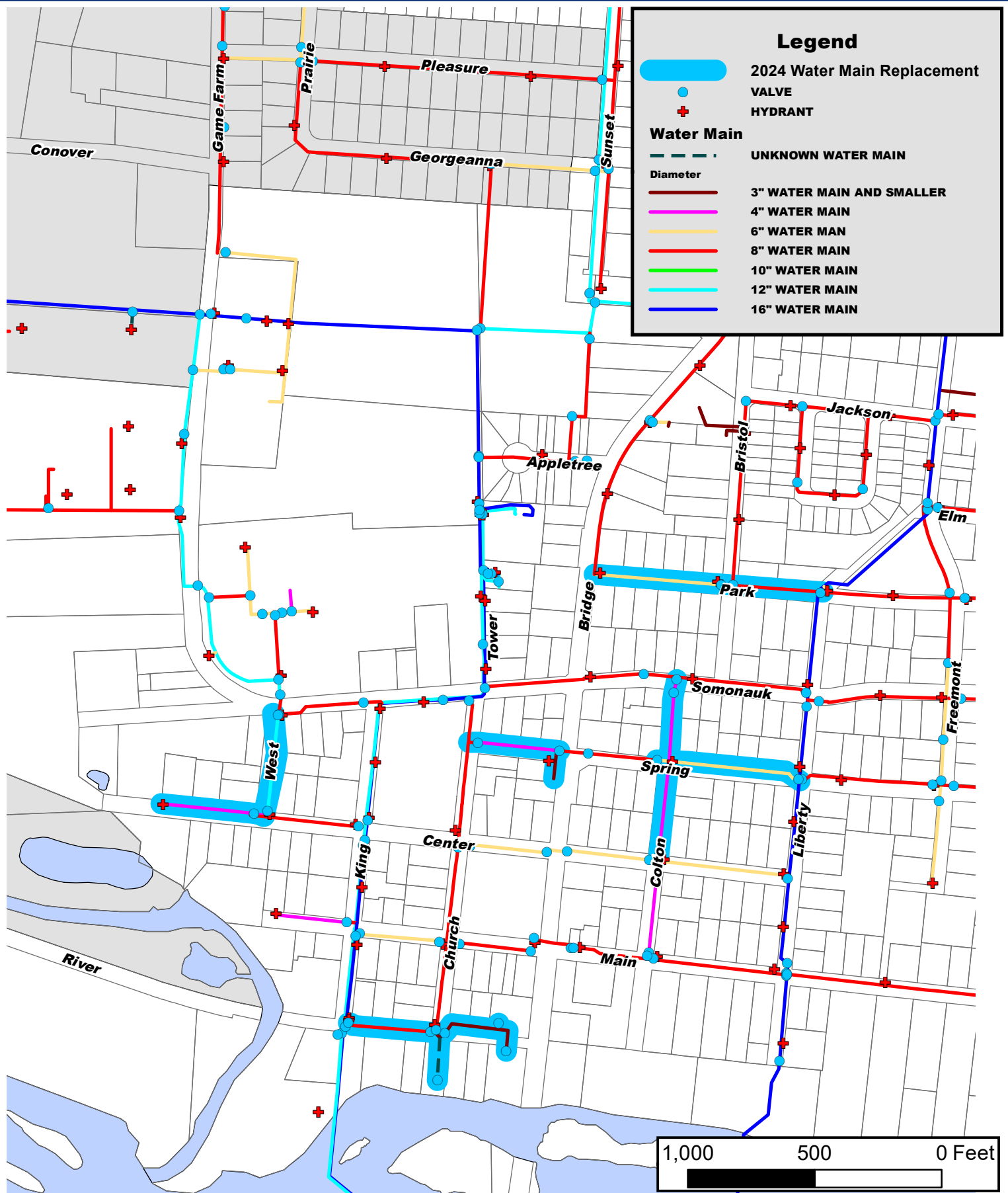
<b>TOTAL COSTS</b>	<b>\$203,944</b>
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## ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2314-P	
PROJECT TITLE		DATE	PREPARED BY
2024 Water Main Improvements - Contract A		3/11/2024	KDW

TASK NO.	TASK DESCRIPTION	2024																											
		July				August				September				October				November				December							
		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																												





# Engineering Enterprises, Inc.

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

DATE:	MAY 2023
PROJECT NO.:	YO2314
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2023\
FILE:	YO2314_2024 Water Main Replacement Contract A.MXD

## 2024 WATER MAIN REPLACEMENT - CONTRACT A ATTACHMENT E





# Engineering Enterprises, Inc.

ATTACHMENT F

## STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

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

### VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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



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

Agenda Item Number

Consent Agenda #5

Tracking Number

PW 2024-27

### Agenda Item Summary Memo

**Title:** Certificate of Authority by Vote – Rock Salt Purchases

**Meeting and Date:** City Council – March 26, 2024

**Synopsis:** Approved certificate would allow the Director of PW to enter into contracts and joint participation agreements with the State of Illinois.

#### Council Action Previously Taken:

Date of Action: PW – 3/19/24 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-27

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Eric Dhuse  
Name

Public Works  
Department

#### Agenda Item Notes:

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# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, City Administrator  
Date: March 12, 2024  
Subject: Certificate of Authority by Vote

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## **Summary**

The State of Illinois Central Management System added this form to be able to participate in the yearly bulk rock salt bid. Staff is seeking approval for the Director of Public Works and City Administrator to participate in the bulk rock salt purchasing program.

## **Background**

Each year we participate in the State-run bulk rock salt purchase. We bid on our number of tons in March and receive prices sometime in October. This year, to submit your bid for salt, you must fill out the attached form and send it in with your bid.

This form is called the Certificate of Authority by Vote. It states that the City Council has authorized the Director of Public Works to enter into Contracts and joint participation agreements with the State of Illinois on behalf of the United City of Yorkville. The authorization comes by way of a vote that would be on March 26<sup>th</sup> at the regular meeting of the City Council.

In practice, I have been performing these exact same duties for purchasing bulk rock salt for decades. I will continue to bring all items forward for council approval for any contract or joint participation agreement with the State of Illinois.

## **Recommendation**

I recommend the approval of this document which allows the Public Works Director and City Administrator to participate in contracts and joint participation agreements with the State of Illinois.

**RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,  
ILLINOIS, AUTHORIZING THE EXECUTION OF CERTAIN CONTRACTS**

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois (the "*City*") is a non-home rule municipality in accordance with the Illinois Constitution of 1970 and the laws of this State; and

**WHEREAS**, the Mayor and City Council (the "Corporate Authorities") have been requested to designate the persons employed by the City who are duly authorized to enter into contracts, including joint participation agreements, with the State of Illinois and any of its agencies or departments as determined to be necessary and in the best interest of the City; and

**WHEREAS**, the Corporate Authorities have determined that the designation of the City Administrator and the Director of Public Works to enter into and execute such contracts and documents as approved and appropriated by the City Council is in the best interest of the City as hereinafter provided.

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

**Section 1.** Bart Olson, City Administrator, and Eric Dhuse, Director of Public Works of the City are hereby authorized to execute such contracts, including joint participation agreements with the State of Illinois and any of its agencies and departments so long as such contracts and joint participation agreements have been approved and costs incurred thereby have been appropriated.

**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



## Certificate of Authority by Vote

**I, Jori Beland, hereby certify** that I am duly appointed the City Clerk of the United City  
(Name)

of Yorkville, Kendall County, Illinois. I hereby certify the following is a true copy of a vote  
(Name of Governmental Unit)

taken at a meeting of the Mayor and City Council, duly called and held on \_\_\_\_\_, 2024, at  
which a quorum of the Members was present and voting,

**Voted:** That Eric Dhuse, Director of Public Works and Bart Olson, City Administrator,  
upon approval of the Mayor and City Council, are duly authorized to enter into contracts,  
including joint participation agreements, on behalf of the United City of Yorkville with the  
State of Illinois and any of its agencies or departments and further are authorized to execute  
any documents which may, in either of their judgments, be desirable or necessary to affect  
the purpose of this vote.

**I hereby certify** that said vote has not been amended or repealed and remains in full  
force and effect as of the date of the contract or joint participation agreement to which this  
certificate is attached. I further certify that it is understood that the State of Illinois will rely  
on this certificate as evidence that the persons listed above currently occupy the positions  
indicated and that they have full authority to bind United City of Yorkville. To the extent that  
there are any limits on the authority of any listed individual to bind the United City of Yorkville  
contracts with State of Illinois, all such limitations are expressly stated herein.

**Dated:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

Jori Beland, City Clerk



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

Agenda Item Number

Consent Agenda #6

Tracking Number

PW 2024-28

### Agenda Item Summary Memo

**Title:** Bristol Township IGA

**Meeting and Date:** City Council – March 26, 2024

**Synopsis:** Proposed IGA for paving of certain roads in Bristol Township and the City of Yorkville.

#### Council Action Previously Taken:

Date of Action: PW – 3/19/24 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2024-28

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Eric Dhuse  
Name

Public Works  
Department

#### Agenda Item Notes:

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# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, City Administrator  
Date: March 11, 2024  
Subject: Bristol Township agreement for Paving

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## **Summary**

Proposed agreement between the City and Bristol Township for repaving certain roads in Bristol Township and in the City of Yorkville.

## **Background**

Last year we replaced water main in a large portion of Conover's Subdivision. Some streets are city streets as outlined in Exhibit 1. Bristol Township is planning on paving all their streets in that subdivision this year. The Township has offered to repave the city streets in exhibit 1 that were affected by the water main project as part of their project. In return, the City would pave certain areas in Bristol Township that are adjacent to one of our paving projects. The specific streets are parts McHugh Rd. between Farmstead and Marketplace and Walnut St. and McHugh intersection. These areas are highlighted in Exhibit 2.

No money would change hands, we would each treat the other's paving area as our own. The agreement would be in effect to ensure we both perform the paving to certain specifications and to indemnify and hold each other harmless.

I believe this is a win for the Township and the City. Both entities get better pricing, and a higher quality road since most of the paving can be done at once so there are less joints which gives a better ride for motorists and has less areas for water to permeate.

## **Recommendation**

I recommend that we approve this agreement with Bristol Township.

**Resolution No. 2024-\_\_\_\_\_**

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE UNITED CITY OF YORKVILLE AND BRISTOL TOWNSHIP**

**WHEREAS**, the United City of Yorkville (the “City”), and Bristol Township (the “Township”) are units of local government (collectively the “Parties”); and

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

**WHEREAS**, Conover’s Subdivision is partially incorporated into the City, with certain roads within this subdivision being controlled by the Township and others controlled by the City; and

**WHEREAS**, the Township plans to pave all Township controlled streets within Conover’s Subdivision during the 2024 calendar year, and has offered to pave some damaged portions of City controlled streets within Conover’s Subdivision as part of this project; and

**WHEREAS**, in exchange for the Township’s paving of certain City controlled streets in Conover’s Subdivision, the City shall pave certain Township controlled portions of McHugh Road and Walnut Street that are connected to an upcoming City-planned paving project; and

**WHEREAS**, the City has determined that it is in the best interest of its residents to enter into an Intergovernmental Agreement, attached hereto as Exhibit “A”, in furtherance of the stated goals and desires set forth above.

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

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

**Section 2.** The *Intergovernmental Agreement Between Bristol Township, Illinois and the United City of Yorkville, Illinois, Relating to the Resurfacing of Certain Streets*, in the form

attached hereto and made a part hereof, is hereby approved; and, the Mayor and City Clerk are hereby authorized to execute said Agreement.

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

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN BRISTOL TOWNSHIP,  
ILLINOIS AND THE UNITED CITY OF YORKVILLE, ILLINOIS, RELATING TO  
THE RESURFACING OF CERTAIN STREETS**

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**THIS INTERGOVERNMENTAL AGREEMENT** (*the “Agreement”*) is by and between the Township of Bristol, a unit of local government of the State of Illinois (“*Bristol Township*”), and the United City of Yorkville, a municipal corporation of the State of Illinois (the “*City*”).

**WITNESSETH:**

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

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any unit of local government may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with each other has authority to perform the service; and

**WHEREAS**, it is deemed to be in the best interest of Bristol Township, the City and the motoring public to improve and maintain the various roadways throughout Bristol Township and

the City pursuant to the Illinois Highway Code under 605 ILCS 5/9-101 and 605 ILCS 5/4-409, whereby municipalities and the townships may form cooperative agreements with each other for the construction, maintenance and improvement of streets, highways and any portions thereof; and

**WHEREAS**, the City intends to make certain improvements to Sunset Ave. and Prairie Lane in the Countryside Subdivision as depicted in Exhibit 1 (the “City Project”), and Bristol Township intends to make certain improvements to McHugh Rd and Walnut St. as depicted in Exhibit 2; (the “Township Project”); and

**WHEREAS**, the City Project is adjacent to roadways Bristol Township intends to improve other than the Township Project and the Township Project is adjacent to roadways the City intends to improve other than the City Project and, after reviewing the improvement plans and the location of the City Project and the Township Project in relation to the other roadway improvements both Parties intend to undertake, it would serve the residents and all of the motoring public to have the City construct the Bristol Project and Bristol Township to construct the City Project thereby coordinating all the construction of all roadway improvements by permitting one construction team to complete the improvements in each of the project areas; all as hereinafter set forth.

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

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.
2. Bristol Township shall select and contract with all contractors and subcontractors necessary to complete the City Project in compliance with state and federal laws and regulations, including

competitive bidding and prevailing wage requirements. The City shall select and contract with all contractors and subcontractors necessary to complete the Bristol Project in compliance with state and federal regulations including competitive bidding and prevailing wage requirements.

3. During the course of the work, both Parties shall certify that each contractor and/or subcontractor performing work on the City Project and the Bristol Project (collectively the “Project”) shall obtain and continue in force during the term of the construction of the Project insurance coverage in not less than the following amounts: Comprehensive General Liability - \$1,000,000 per occurrence; Auto Liability – Combined single limit amount of \$1,000,000 on any contractor-owned, hired, and/or non-owned vehicles; Workers Compensation – Statutory requirements and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury and property damage; Umbrella Coverage - \$2,000,000 per occurrence. Each contractor and/or subcontractor contracted to perform work on the Project shall name both Bristol Township and the City as additional insureds on a primary and non-contributory basis with respect to all liability coverage. Each contractor and/or subcontractor shall grant to Bristol Township and the City a waiver of any right to subrogation which any insurer may acquire against Bristol Township or the City by virtue of the payment of any loss under such insurance.
4. Neither party shall make any alterations to the existing parkways or rights-of-way, except as required for the Project.
5. Upon completion of the Project, Bristol Township shall, at its sole cost and expense, maintain the roadway pavement, including thru-lanes, shoulders, parking stalls, concrete curb and gutter, pavement markings, and roadway signing included in the Bristol Project as identified in Exhibit 2.



6. Upon completion of the Project, the City shall, at its sole cost and expense, maintain the roadway pavement, including thru-lanes, shoulders, parking stalls, concrete curb and gutter, pavement markings, and roadway signing included in the City Project as identified on Exhibit 1.
7. The Parties hereby understand and agree that this Agreement shall not require, nor confer, any additional responsibility on either of the Parties to undertake maintenance, repairs or improvements, except as are already provided by law or otherwise described in this Agreement or other agreement.
8. To the extent permitted by law, each Party shall hold harmless, indemnify and defend the other Party, including such Party's past, present, and future board members, aldermen, elected officials, insurers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from, any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from either 1) intentional, willful, wanton, reckless or negligent conduct by such indemnifying Party in the use, maintenance, repair, and/or improvement of the Project, or 2) such indemnifying Party's failure to adequately perform its obligations pursuant to this Agreement. However, no Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its own intentional, willful, wanton, reckless or negligent misconduct.

Nothing contained herein shall be construed as prohibiting Bristol Township and/or the City, and their respective officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. The City's and/or Bristol Township's

participation in their own defense shall not remove the other Party's and/or contractors and subcontractors' duty to indemnify, defend, and hold the other Party harmless, as set forth herein. The City and Bristol Township do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1, *et seq.*) or other such Acts by reason of indemnification or insurance.

9. This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.
10. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, email, certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt:

*If to Bristol Township* Road Commissioner  
Bristol Township Highway Dept.  
9075 Corneils Rd.  
Bristol, Illinois 60512

*If to the City:* Mayor John Purcell  
800 Game Farm Road  
Yorkville, Illinois 60560

or such address or counsel as any Party hereto shall specify in writing pursuant to this Section from time to time.

11. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the Parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
12. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and each of which shall constitute one and the same Agreement.
13. This Agreement represents the entire agreement between the Parties regarding this subject matter and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the Parties about the Project and may not be further modified except in writing acknowledged by all Parties.
14. Nothing contained in this Agreement, nor any act of Bristol Township or the City pursuant to this Agreement, shall be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general

partnership, joint venture, or any association or relationship involving Bristol Township and the City.

15. This Agreement shall be in full force and effect for a period of ninety-nine (99) years from the date of the last signature below unless terminated in writing signed by both parties.

16. This Agreement shall be effective upon approval by Bristol Township and the City and the date of this Agreement shall be deemed as the last date of acceptance provided below.

17. Bristol Township and the City each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

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

**BRISTOL TOWNSHIP, A UNIT OF LOCAL GOVERNMENT OF THE STATE OF ILLINOIS**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Bristol Township Road Commissioner

Attest: \_\_\_\_\_  
Clerk

(Seal)

**CITY OF YORKVILLE, A MUNICIPAL CORPORATION OF THE STATE OF ILLINOIS**

*By:* \_\_\_\_\_  
Mayor Date

*Attest:* \_\_\_\_\_  
City Clerk

EXHIBIT 1

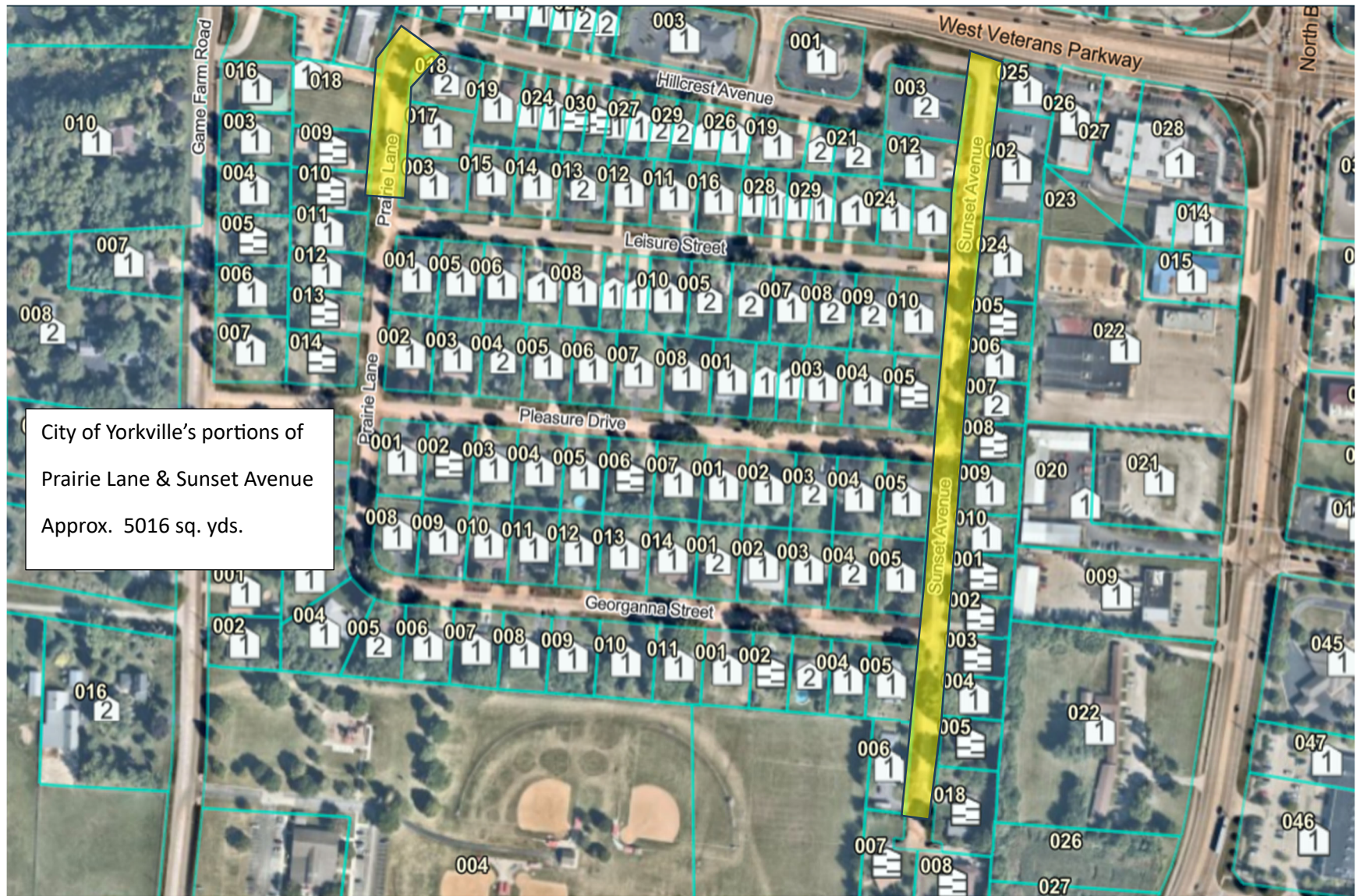




EXHIBIT 2





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

Agenda Item Number

Consent Agenda #7

Tracking Number

ADM 2024-08

### Agenda Item Summary Memo

**Title:** Treasurer's Report for February 2024

**Meeting and Date:** City Council – March 26, 2024

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

### Council Action Previously Taken:

Date of Action: ADM – 3/20/24      Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2024-08

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Rob Fredrickson

Name

Finance

Department

### Agenda Item Notes:

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*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](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://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>*





**UNITED CITY OF YORKVILLE**  
**TREASURER'S REPORT - for the month ended February 29, 2024**

**Cash Basis**

	<b>Beginning Fund Balance</b>	<b>February Revenues</b>	<b>YTD Revenues</b>	<b>Revenue Budget</b>	<b>% of Budget</b>	<b>February Expenses</b>	<b>YTD Expenses</b>	<b>Expense Budget</b>	<b>% of Budget</b>	<b>Projected Ending Fund Balance</b>
<b>General Fund</b>										
01 - General	\$ 10,996,607	\$ 1,864,602	\$ 20,985,492	\$ 23,017,965	91%	\$ 1,539,157	\$ 17,666,003	\$ 23,017,965	77%	\$ 14,316,096
<b>Special Revenue Funds</b>										
15 - Motor Fuel Tax	319,840	72,330	946,893	999,400	95%	81,549	1,099,892	1,240,000	89%	166,841
79 - Parks and Recreation	261,118	319,724	3,041,786	3,370,030	90%	232,745	2,606,361	3,409,293	76%	696,542
87 - Countryside TIF	(1,175,044)	-	226,795	228,000	99%	1,360	224,379	227,436	99%	(1,172,628)
88 - Downtown TIF	(1,614,928)	-	121,458	122,000	100%	40,331	64,785	81,857	79%	(1,558,255)
89 - Downtown TIF II	87,577	-	145,465	146,000	100%	-	2,549	11,000	23%	230,492
11 - Fox Hill SSA	37,034	-	24,017	24,000	100%	-	9,217	60,640	15%	51,834
12 - Sunflower SSA	11,786	-	21,015	21,000	100%	-	14,715	18,640	79%	18,086
<b>Capital Project Funds</b>										
25 - Vehicle & Equipment	1,432,503	143,048	1,619,364	2,051,830	79%	28,627	1,568,171	3,099,341	51%	1,483,697
23 - City-Wide Capital	4,785,053	211,194	1,550,007	3,573,795	43%	502,151	2,079,668	4,896,994	42%	4,255,393
24 - Buildings & Grounds	1,865,907	42,417	1,334,108	33,174,623	4%	23,507	1,610,368	4,617,909	35%	1,589,647
<b>Enterprise Funds</b>										
* 51 - Water	3,955,973	946,785	16,526,769	16,264,301	102%	446,612	9,692,290	15,421,998	63%	10,790,452
* 52 - Sewer	2,517,832	411,005	3,020,444	3,036,752	99%	737,112	2,576,112	2,845,033	91%	2,962,164
<b>Library Funds</b>										
82 - Library Operations	793,959	5,322	1,881,117	1,866,778	101%	67,727	1,620,400	1,909,000	85%	1,054,676
84 - Library Capital	251,559	6,027	144,779	50,150	289%	2,181	57,326	114,500	50%	339,013
<b>Total Funds</b>	<b>\$ 24,526,776</b>	<b>\$ 4,022,455</b>	<b>\$ 51,589,509</b>	<b>\$ 87,946,624</b>	<b>59%</b>	<b>\$ 3,703,060</b>	<b>\$ 40,892,236</b>	<b>\$ 60,971,606</b>	<b>67%</b>	<b>\$ 35,224,049</b>

\* Fund Balance Equivalency

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

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Rob Fredrickson, Finance Director/Treasurer



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

Agenda Item Number

Consent Agenda #8

Tracking Number

ADM 2024-13

### Agenda Item Summary Memo

**Title:** Water, Sewer & Road Infrastructure Fee Renewal

**Meeting and Date:** City Council – March 26, 2024

**Synopsis:** See attached memo and ordinances.

### Council Action Previously Taken:

Date of Action: ADM – 3/20/24 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2024-13

**Type of Vote Required:** \_\_\_\_\_

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

**Submitted by:** Rob Fredrickson

Finance

Name

Department

### Agenda Item Notes:

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*Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at [agendas@yorkville.il.us](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://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: Administration Committee  
From: Rob Fredrickson, Finance Director  
Date: March 12, 2024  
Subject: Water, Sewer & Road Infrastructure Fees

## Summary

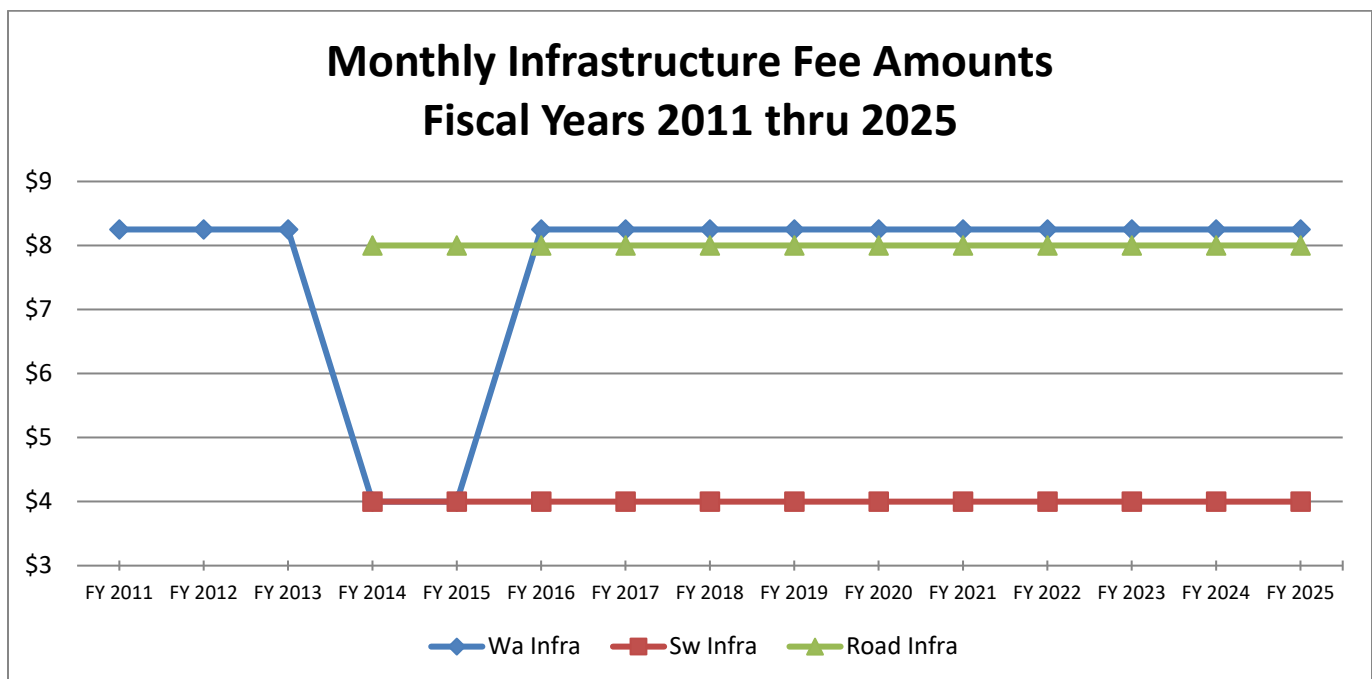
The attached ordinances re-establish the following fees: the water infrastructure fee at \$8.25 per month; the sewer infrastructure fee at \$4 per month; and the road infrastructure fee at \$8 per month. All of these fees have a sunset clause of April 30, 2025 and will show up on the utility bill sent out to customers at the end of June 2024, if approved.

## Background

The attached ordinances carry out the anticipated policy decisions of the City Council, assuming that the fiscal year 2025 budget passes without amendments to the water, sewer and road infrastructure fees.

As shown in the graph below, the water infrastructure fee has been in place for fourteen years. In fiscal years 2011 thru 2013 the fee was \$8.25 per month, per user. In fiscal years 2014 and 2015, the water infrastructure fee was reduced to \$4 per month. For fiscal year 2025 it is the recommendation of staff that the water infrastructure fee remain at \$8.25 per month, as it has been since May 1, 2015 (FY 2016). The sewer infrastructure fee has been in place for ten years and would remain at \$4 per month for the upcoming fiscal year.

The road infrastructure fee (i.e., vehicle tax) was first implemented in fiscal year 2014, as a funding mechanism for the City's Road to Better Roads program and other roadway projects. For fiscal year 2025 the fee, as currently proposed, would remain at \$8 per month, per user. Utility customers with no motor vehicle housed or registered at their address would be able to exempt themselves from the fee, by filing an exemption affidavit with the City.



The fiscal year 2024 water, sewer and road infrastructure fees were approved with a sunset clause of April 30, 2024. Thus, any fiscal year 2025 infrastructure fees must be re-established by ordinance. As mentioned above, these re-established fees would sunset on April 30, 2025.

### **Recommendation**

Staff recommends approval of the ordinances as attached.

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,  
ILLINOIS, AMENDING THE INFRASTRUCTURE MAINTENANCE FEE FOR  
WATER AND SANITARY SEWER SERVICE**

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

**WHEREAS**, the City pursuant to Sections 11-117-12 and 11-129-6 of the Illinois Municipal Code (65 ILCS 5/11-117-12 and 5/11-129-6) has the authority to charge reasonable rates for water and sanitary sewer service that are sufficient to meet operation and maintenance costs, to provide a depreciation fund and to meet principal and interest payments of any utility bonds; and,

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

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

**Section 1:** That Title 7, Chapter 5, Section 5-1(A)(1) of the United City of Yorkville Code of Ordinances is hereby amended to read as follows:

“(1) Each utility customer shall be charged a water infrastructure improvement and maintenance fee of eight dollars and twenty-five cents (\$8.25) per month through April 30, 2025. This fee shall be billed as part of the City’s utility billing system pursuant to this Title.”

**Section 2:** That Title 7, Chapter 6, of the United City of Yorkville Code of Ordinances is hereby amended to read as follows:

“4-2: Each utility customer using the public sanitary sewer system shall be charged a monthly infrastructure improvement and maintenance fee for the sanitary sewer system of four dollars (\$4.00) per month through April 30, 2025. This fee shall be billed as part of the City’s utility billing system pursuant to this Title.”

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

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

**Ordinance No. 2024-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE TERMINATION DATE OF THE MOTOR  
VEHICLE TAX IN THE UNITED CITY OF YORKVILLE**

**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**, Section 8-11-4 of the Illinois Municipal Code (65 ILCS 5/8-11-4) provides that each owner of a motor vehicle may be required by a City within which the owner resides to pay a tax for the use of such motor vehicle in that City; and,

**WHEREAS**, the Mayor and City Council (the “Corporate Authorities”) desire to amend the termination date of the vehicle tax to April 30, 2025.

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

**Section 1:** That Section 3-2-8A of the Yorkville City Code is hereby amended to read as follows:

“**A. Tax Imposed.** A vehicle tax is imposed upon the owner of a motor vehicle as defined in the Illinois Vehicle Code, except as provided in subsection F, which is registered with the Illinois Secretary of State to a premise located within the City or has its situs in the City notwithstanding the owner’s residency. It shall constitute prima facie evidence that a motor vehicle is operated on the streets of the City when registered or it has its situs in the City. Situs shall mean the owner’s premise where the motor vehicle is principally garaged, dispatched or where the movement of the vehicle originates. An owner’s premise shall mean the same as the premise of a utility service customer. This vehicle tax shall expire on April 30, 2025.”

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

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

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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





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

Consent Agenda #9

Tracking Number

ADM 2024-14

### Agenda Item Summary Memo

**Title:** Travel Expense Authorization for Elected Officials

**Meeting and Date:** City Council – March 26, 2024

**Synopsis:** See attached memo.

### Council Action Previously Taken:

Date of Action: ADM – 3/20/24      Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2024-14

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Erin Willrett  
Name

Administration  
Department

### Agenda Item Notes:

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# Memorandum

To: Administration Committee  
From: Erin Willrett, Assistant City Administrator  
CC: Bart Olson, City Administrator  
Date: March 20, 2024  
Subject: Travel Expense Authorization – Elected Officials

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## **Summary**

Approval of FY 25 travel expenses related to the IML Conference, Metrowest Drive Down and FY 26 ICSC Recon show.

## **Background**

The City's employee manual amendment requires City Council approval for any travel and lodging expenditures for elected officials. While the act and the City's employee manual allow these expenditures to be approved retroactively in some cases. The attached forms cover all FY 25 travel for elected officials. The FY 25 ICSC Recon show for Mayor Purcell, was previously approved in June 2023. However, due to the timing of the early May show, we need to approve the FY 26 ICSC Recon show.

The IML Annual Conference is hosted by the Illinois Municipal League in Chicago every Fall. This year's conference will occur on September 19-21. The IML Annual Conference is the premier conference for Illinois municipal government officials, and the City has a long history of sending any elected officials willing to attend the event. The travel costs associated with this event are typically limited to two nights of hotel stay per individual (sometimes three nights depending on personal and conference schedules) and parking fees. Hotel fees are typically higher than the employee manual guideline of \$150 per night because of the location of the conference in downtown Chicago. The approved travel policy allows the \$150 per night to be exceeded if the conference-associated hotel is chosen. In this case, the conference associated hotel is chosen. Parking fees are typically higher than most other conferences given the location in downtown Chicago, but historically elected officials have carpooled or taken the train into the conference.

The MetroWest Legislative Drivedown is an event hosted by the MetroWest Council of Government. Every spring for the past several years, dozens of mayors, managers, and aldermen from municipalities in Kane, Kendall, and DeKalb counties have made the trek to Springfield to discuss municipal issues with state representatives, senators, and department directors. Those elected officials and staff members who have made the effort to attend have found the meetings and experience useful to advancing municipal interests. The travel costs associated with this event are typically limited to one night of hotel stay per individual, and parking fees.

The ICSC Recon show is hosted by the International Council of Shopping Centers in Las Vegas every Spring. The Mayor and City Administrator attended the May 2023 conference. The Recon show is the nation's premier retail shopping center conference, which hosts developers, retailers, and government officials from around the world. The Mayor, the City's economic development consultant, and the City Attorney or City Administrator have attended this conference each year for the past four years and we have found value in the conference. The travel costs for this event are typically limited to

airfare. The City's economic development consultant has donated lodging accommodations to the City in years past. Also included is the FY26 request for the May 2025 show, due to the May date of the show, this will cover the authorization for that as well.

### **Recommendation**

Staff recommends approval of the travel expense authorizations. For all authorizations, approval means the elected official has the ability to go to the conference without further City Council approval, but it does not guarantee that the elected official will be able to attend the conference or will actually attend the conference. Assuming the final costs are in line with the estimates shown in the attached authorizations, no subsequent approval by City Council will be required. Should the actual costs exceed the estimates, subsequent City Council approval will be required.



# United City of Yorkville Travel Expense Authorization

Full Name and Title: Mayor John Purcell, Alderman Dan Transier, Alderman Ken Koch, Alderman Craig Soling, Alderman Joe Plocher, Alderman Chris Funkhouser, Alderman Matt Marek, Alderman Seaver Tarulis, Alderman Rusty Corneils

Date of Request: March 20, 2024

Date of Travel: September 21 – 23, 2024

Nature of Travel: IML Annual Conference

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## **Lodging Expenses**

Length of Stay: September 19, 20, 21

Estimate: \$312 per room per night per person, plus tax

Total estimate: \$8,424 plus tax

## **Meal Expenses**

\$79 per day, per person

Total estimate: \$2,133

## **Toll Expenses**

None anticipated at this time.

## **2024 Mileage Expenses**

None anticipated at this time.

## **Parking Expenses**

Estimate: \$79 per car per night

Total Estimate: \$2,133

## **Other Expenses (Airfare, Taxi, etc.)**

Conference fees: \$310 per person

Total estimate: \$2,790

## **Total Reimbursement/Estimate**

**\$15,480 plus tax (estimated)**

Per the United City of Yorkville Employee Manual: Meals are reimbursed on a per diem basis, at a maximum of \$40 per day. Meals included with the price of registration for an event will not be included in the per diem. Meal payments shall be processed as a reimbursement after the event from petty cash or by requesting a check from the Finance Department; or employees shall be issued a City credit card, if feasible, for use at the event. For multiple-day seminars or conferences, the allowance for the day of departure and day of return shall be pro-rated based upon the number of meals required away from home. For these pro-rated allowances, breakfast shall be \$10, lunch \$10, and dinner \$20 per day. In no instances shall per diems be used to purchase alcoholic beverages, whether or not the consumption occurs during meal-time. Maximum lodging rates shall be set at the conference-host hotel rate, or in absence of a conference, \$150 per night. Department head approval must be obtained for any and all increases to this amount for lodging. To minimize travel costs while at conferences, employees are encouraged to ask the hotel for government-rates and to stay at the conference-host hotels. At conferences, employees are allowed to stay at any other hotel of their choice, so long as the hotel rate is equal or cheaper than the conference-host hotel rate. **All employees ARE REQUIRED to submit receipts with this form. Also please make sure that**

**if an employee is seeking reimbursement for mileage that Map Quest directions are attached showing mileage from City Hall to their desired destination.**

---

Employee Signature

---

Department Head/Designee Signature



# United City of Yorkville Travel Expense Authorization

Full Name and Title: Mayor John Purcell, Alderman Dan Transier, Alderman Ken Koch, Alderman Craig Soling, Alderman Joe Plocher, Alderman Chris Funkhouser, Alderman Matt Marek, Alderman Seaver Tarulis, Alderman Rusty Corneils

Date of Request: March 20, 2024

Date of Travel: April 2025

Nature of Travel: Metrowest Drive Down

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## **Lodging Expenses**

Length of Stay: April (2 nights)

Estimate: \$200 per room per night per person, plus tax

Total estimate: \$3,600 plus tax

## **Meal Expenses**

\$59 per day, per person

Total estimate: \$1,062

## **Toll Expenses**

None anticipated at this time.

## **2024 Mileage Expenses**

\$1,758 (car pool)

## **Parking Expenses**

None anticipated at this time.

## **Other Expenses (Airfare, Taxi, etc.)**

## **Total Reimbursement/Estimate**

**\$6,420 plus tax (estimated)**

Per the United City of Yorkville Employee Manual: Meals are reimbursed on a per diem basis, at a maximum of \$40 per day. Meals included with the price of registration for an event will not be included in the per diem. Meal payments shall be processed as a reimbursement after the event from petty cash or by requesting a check from the Finance Department; or employees shall be issued a City credit card, if feasible, for use at the event. For multiple-day seminars or conferences, the allowance for the day of departure and day of return shall be pro-rated based upon the number of meals required away from home. For these pro-rated allowances, breakfast shall be \$10, lunch \$10, and dinner \$20 per day. In no instances shall per diems be used to purchase alcoholic beverages, whether or not the consumption occurs during meal-time. Maximum lodging rates shall be set at the conference-host hotel rate, or in absence of a conference, \$150 per night. Department head approval must be obtained for any and all increases to this amount for lodging. To minimize travel costs while at conferences, employees are encouraged to ask the hotel for government-rates and to stay at the conference-host hotels. At conferences, employees are allowed to stay at any other hotel of their choice, so long as the hotel rate is equal or cheaper than the conference-host hotel rate. **All employees ARE REQUIRED to submit receipts with this form. Also please make sure that if an employee is seeking reimbursement for mileage that Map Quest directions are attached showing mileage from City Hall to their desired destination.**

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Employee Signature

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Department Head/Designee Signature



# United City of Yorkville Travel Expense Authorization

Full Name and Title: Mayor John Purcell

Date of Request: March 20, 2024

Date of Travel: May 18 through May 23, 2025

Nature of Travel: ICSC Recon Conference

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## **Lodging Expenses**

None anticipated at this time.

## **Meal Expenses**

\$51.75 Sunday, \$67 Monday, \$67 Tuesday, \$51.75 Wednesday per employee manual policy: \$240 (estimated maximum)

## **Toll Expenses**

None anticipated at this time.

## **2024 Mileage Expenses**

None anticipated at this time.

## **Parking Expenses**

None anticipated at this time.

## **Other Expenses (Airfare, Taxi, etc.)**

Airfare: \$600

## **Total Reimbursement/Estimate**

**\$ 837.50 plus tax (estimated)**

Per the United City of Yorkville Employee Manual: Meals are reimbursed on a per diem basis, at a maximum of \$40 per day. Meals included with the price of registration for an event will not be included in the per diem. Meal payments shall be processed as a reimbursement after the event from petty cash or by requesting a check from the Finance Department; or employees shall be issued a City credit card, if feasible, for use at the event. For multiple-day seminars or conferences, the allowance for the day of departure and day of return shall be pro-rated based upon the number of meals required away from home. For these pro-rated allowances, breakfast shall be \$10, lunch \$10, and dinner \$20 per day. In no instances shall per diems be used to purchase alcoholic beverages, whether or not the consumption occurs during meal-time. Maximum lodging rates shall be set at the conference-host hotel rate, or in absence of a conference, \$150 per night. Department head approval must be obtained for any and all increases to this amount for lodging. To minimize travel costs while at conferences, employees are encouraged to ask the hotel for government-rates and to stay at the conference-host hotels. At conferences, employees are allowed to stay at any other hotel of their choice, so long as the hotel rate is equal or cheaper than the conference-host hotel rate. **All employees ARE REQUIRED to submit receipts with this form. Also please make sure that if an employee is seeking reimbursement for mileage that Map Quest directions are attached showing mileage from City Hall to their desired destination.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Department Head/Designee Signature



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

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2024-18

### Agenda Item Summary Memo

**Title:** Appointment to the Library Board

**Meeting and Date:** City Council – March 26, 2024

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

### Council Action Previously Taken:

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

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

**Type of Vote Required:** \_\_\_\_\_

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

**Submitted by:** Mayor John Purcell

Name

Department

### Agenda Item Notes:

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*Have a question or comment about this agenda item?*

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## ***2024 Board and Commission Appointment***

<b>BOARD/ COMMISSION</b>	<b>NAME</b>	<b>Type of Appointment</b>	<b>Term Expiration</b>
Library Board	Wendy Gatz	New appointment <i>partial term</i>	May 2024



## United City of Yorkville

800 Game Farm Road  
Yorkville, Illinois 60560  
Telephone: 630-553-4350  
[www.yorkville.il.us](http://www.yorkville.il.us)

### United City of Yorkville Board & Commission Application

To be considered for a board or commission, please complete this application and return to the attention of Jori Behland, City Clerk at the address listed above or by email to [jbehland@yorkville.il.us](mailto:jbehland@yorkville.il.us).

Name Wendy Gatz

Address [REDACTED]

Phone: Home [REDACTED] Work [REDACTED] Cell [REDACTED]

Email [REDACTED] Subdivision Fox Hill

Please indicate the Board/Commission(s) that you would like to participate on:

- |   |   |
|---|---|
| <input type="checkbox"/> Fire and Police Commission | <input type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Library Board              | <input type="checkbox"/> Police Pension Fund Board      |
| <input type="checkbox"/> Park Board                 |   |

The following questions help in selection of board/commission members.

1. Indicate your experience (personal and/or work) that will help you in serving the residents of the United City of Yorkville.  
I have been a Human Resource for over 18 years, my extensive experience to align Human Resources strategies with organizational goal can be transferred to my contribution as a board library member to align library services and staff development to its goals and objectives.
2. Why do you want to serve on a Board/Commission for the United City of Yorkville?  
I have been a resident of the City of Yorkville for the past 23 years, I feel that my educational and professional background can be a valuable asset for the community.

***Thank you for your interest in being a part of the development of the United City of Yorkville!***

It is the policy of the United City of Yorkville to promote nondiscriminatory practices in its hiring, and its contractual undertakings. It is the policy of the City to conform with all aspects of Federal Civil Rights legislation including the Equal Employment Opportunity Act and all State Civil Rights Legislation.

\*\*\*\*\*

*I understand that as part of the process of being considered, it is the City's policy to perform a cursory background investigation on anyone being considered for appointment to one of the boards or commissions.*

[Signature]  
Signature of Applicant

                      
Date

For office use only: Date Received                      Initials



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 2024-19

### Agenda Item Summary Memo

**Title:** Fiscal Year 2025 Draft Budget Revisions

**Meeting and Date:** City Council – March 26, 2024

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

### Council Action Previously Taken:

Date of Action: CC – 03/12/24      Action Taken: Public Hearing was held.

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

**Type of Vote Required:** Majority

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

**Submitted by:** Rob Fredrickson

Name

Finance

Department

### Agenda Item Notes:

FY 25 Proposed Budget Link - <https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/5558>  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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# Memorandum

To: City Council  
From: Rob Fredrickson, Finance Director  
Date: March 21, 2024  
Subject: Fiscal Year 2025 Budget Revisions

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## **Summary**

Review of proposed changes to the Fiscal Year 2025 draft budget, as itemized on Exhibit A (attached), and the corresponding budget ordinance.

## **Background**

This item was last discussed at the March 12<sup>th</sup> City Council meeting, in which a public hearing was held. Since that meeting, Staff has made four revisions to the Proposed FY 25 budget as identified below:

### **Budget Adjustment #1**

The Yorkville-Bristol Sanitary District (YBSD) has recently completed a Sewer System Evaluation Study (SSES – one-page summary included as Exhibit B) and has identified areas within the sanitary sewer system that have excessive inflow and infiltration. The report identifies several high priority repair areas, which should be completed in tandem with other City planned infrastructure improvements such as water main replacement and roadway resurfacing. Public Works and EEI are in the early stages of preparing summaries of the report and anticipate that additional SSES related improvements may need to be performed over the next two fiscal years. As such, Staff proposes that the annual Sewer Main replacement line item within the Sewer Fund be increased by \$440,000 (consisting of \$50,000 for design/construction engineering and \$390,000 for construction) in FY 25 and FY 26.

### **Budget Adjustments #2 and #3**

Group health and dental insurance increases were originally budgeted between 5% and 8% in FY 25. Actual renewal results showed health insurance coming in around 5% higher and dental insurance increasing by 9%. When netting together the health and dental renewal amounts, along with immaterial savings in vision and life insurance costs, the result is a nominal budgetary surplus of ~\$11,500.

Budget Adjustment #3 shows a budgetary reduction in the General Funds operational transfer to the (79) Parks & Recreation Fund (while still maintaining a zero-fund balance in Fund 79, which has been the City past practice over the last several budgetary cycles) and an increase in its transfer to the City-Wide Capital to finance future roadway projects, stemming from the marginal budgetary insurance savings noted in the preceding paragraph.

### **Budget Adjustment #4**

A new line item accounting for future Lake Michigan water purchases from the DuPage Water Commission (DWC) has been added to the Water Fund beginning in FY 29. According to DWC's proposed FY 25 Budget, they intend to increase the current purchased water rate to \$5.58 per thousand gallons effective May 1, 2024, which is a 3.4% increase from the current rate (<https://www.dpwpc.org/wp-content/uploads/2024/02/DWC-2024-2025-DRAFT-Tentative-Budget.pdf>). This is based on the most recent 3.4% increase in the water rate charged to DWC by the City of Chicago. Assuming the same 3.4% annual increase over the next four fiscal years, the

estimated water supply rate would be at \$6.40 per thousand gallons by FY 29. Using this rate and the current average day demand projection of 2.436 million gallons, the estimated total purchased water cost for the City in FY29 would be \$5,690,496. However, this amount may sharply decrease in FY 30 and beyond (perhaps by 40% or more), based on the fact that the City of Chicago has officially agreed to charge the Grand Prairie Water Commission (GPWC - Joliet) a lower water supply rate, based on a cost of service rate model. The current understanding, based on contractual provisions, is that the DWC will be able to eventually obtain the same rate model as the GPWC, once the GPWC system goes online in 2030.

### **Recommendation**

Staff recommends that the adjustments presented above (as itemized on Exhibit A), be incorporated into the FY 25 proposed budget. Additionally, a budget ordinance, incorporating these changes, has also been included for your review and consideration.

**Ordinance No. 2024-\_\_\_\_\_**

**ORDINANCE APPROVING THE 2024-2025 FISCAL BUDGET  
FOR THE UNITED CITY OF YORKVILLE**

**WHEREAS**, the Mayor and City Council of the UNITED CITY OF YORKVILLE have duly held all Public Hearings, allowed public input, and have duly considered formation of a budget for the 2024-2025 Fiscal Year; and

**WHEREAS**, a tentative budget was duly announced and available for examination at the City offices of the UNITED CITY OF YORKVILLE; and

**WHEREAS**, the Mayor and City Council of the UNITED CITY OF YORKVILLE deem it in the best interest of the City for the orderly operation thereof to pass and approve the 2024-2025 Fiscal Year Budget being submitted on March 26, 2024 at its regular City Council Meeting:

**NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois that the 2024-2025 Budget totaling \$102,132,122 including the amounts of \$24,269,791 General Fund, \$1,190,000 Motor Fuel Tax Fund, \$3,326,455 Vehicle & Equipment Fund, \$6,363,532 Sewer Fund, \$40,206,233 Water Fund, \$7,633,447 City-Wide Capital Fund, \$11,337,961 Buildings & Grounds Fund, \$3,854,403 Parks & Recreation Fund, \$1,995,272 Library Operations Fund, \$549,000 Library Capital Fund, \$225,781 Countryside TIF Fund, \$1,073,967 Downtown TIF Fund, \$22,000 Downtown TIF II Fund, \$23,640 Sunflower SSA Fund, and \$60,640 Fox Hill SSA Fund is hereby adopted for the 2024-2025 Fiscal Year, as presented.

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

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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

Fiscal Year	Fund	Department	Account Number	Description	Original Amount	Revised Amount	Effect on Fund Balance	Notes
Budget Adjustment # 1								
2025					-	440,000	(440,000)	Proposed by Management
					Fiscal Year Subtotal		\$ (440,000)	Additional sanitary sewer replacement work for FY 25 and FY 26, based on the recently updated SSES study from the YBSD.
2026	Sewer	Sewer Ops	52-520-60-00-6025	Sewer Main Replacement Program	15,000	455,000	(440,000)	
					Fiscal Year Subtotal		\$ (440,000)	
Overall Net Effect on Fund Balance							\$ (880,000)	
Budget Adjustment # 2								
2025		Administration	01-110-52-00-5216	Group Health Insurance	90,900	88,605	2,295	Proposed by Management
		Finance	01-120-52-00-5216		95,796	94,447	1,349	Miscellaneous departmental Group Health, Life, Dental and Vision insurance line items adjusted based on the results of the 2024 renewal.
	General	Police	01-210-52-00-5216		675,314	673,013	2,301	
		Comm Dvlp	01-220-52-00-5216		137,825	138,471	(646)	
		Streets	01-410-52-00-5216		228,831	220,948	7,883	
	Building & Grounds	Building & Grounds	24-216-52-00-5216		25,831	25,221	610	
	Water	Water Operations	51-510-52-00-5216		177,541	175,122	2,419	
	Sewer	Sewer Operations	52-520-52-00-5216		104,996	103,304	1,692	
	Parks & Recreation	Parks	79-790-52-00-5216		238,150	234,441	3,709	
		Recreation	79-795-52-00-5216		144,967	143,278	1,689	
	Library	Library Operations	82-820-52-00-5216	103,346	103,057	289		
		Finance	01-120-52-00-5222	Group Life Insurance	496	484	12	
	General	Police	01-210-52-00-5222		4,347	4,318	29	
		Streets	01-410-52-00-5222		1,129	1,099	30	
	Water	Water Operations	51-510-52-00-5222		920	907	13	
	Sewer	Sewer Operations	52-520-52-00-5222		548	537	11	
	Library	Library Operations	82-820-52-00-5222		554	600	(46)	



Fiscal Year	Fund	Department	Account Number	Description	Original Amount	Revised Amount	Effect on Fund Balance	Notes	
Budget Adjustment # 2 (continued)									
2025	General	Administration	01-110-52-00-5223		6,591	7,184	(593)	Proposed by Management	
		Finance	01-120-52-00-5223		5,534	5,869	(335)	Miscellaneous departmental Group Health, Life, Dental and Vision insurance line items adjusted based on the results of the 2024 renewal.	
		Police	01-210-52-00-5223		47,192	51,276	(4,084)		
		Comm Dvlp	01-220-52-00-5223		10,386	11,321	(935)		
		Streets	01-410-52-00-5223		16,123	17,032	(909)		
	Building & Grounds	Building & Grounds	24-216-52-00-5223	Dental Insurance	2,767	3,016	(249)		
	Water	Water Operations	51-510-52-00-5223		12,461	13,447	(986)		
	Sewer	Sewer Operations	52-520-52-00-5223		7,092	7,595	(503)		
	Parks & Recreation	Parks	79-790-52-00-5223		16,678	17,854	(1,176)		
		Recreation	79-795-52-00-5223		9,440	10,290	(850)		
	Library	Library Operations	82-820-52-00-5223		6,835	7,450	(615)		
	General	Finance	01-120-52-00-5224	Vision Insurance	776	757	19		
		Police	01-210-52-00-5224		6,462	6,442	20		
		Streets	01-410-52-00-5224		2,370	2,294	76		
		Water	Water Operations		51-510-52-00-5224	1,665	1,649		16
		Sewer	Sewer Operations		52-520-52-00-5224	958	942	16	
	Parks & Recreation	Parks	79-790-52-00-5224		2,245	2,205	40		
		Recreation	79-795-52-00-5212	Retirement Plan Contribution	38,542	39,014	(472)		
			79-795-52-00-5214	FICA Contribution	54,580	55,165	(585)		
Fiscal Year Subtotal							\$	11,534	
Overall Net Effect on Fund Balance							\$	11,534	
Budget Adjustment # 3									
2025	Parks & Recreation	Park & Rec Revenues	79-000-49-00-4901	Transfer from General	2,360,083	2,357,728	(2,355)	Proposed by Management	
	General	Admin Services	01-640-99-00-9979	Transfer to Parks & Recreation	2,360,083	2,357,728	2,355	Adjust interfund transfer from General to Parks & Recreation; target zero fund balance for Parks & Recreation Fund, per City's past budgetary practice. Transfer General Fund surplus to City-Wide Capital to fund future roadway projects (e.g., subdivision cluster beginning in FY 2025).	
	City-Wide Capital	CW Capital Revenues	23-000-49-00-4901	Transfer from General	440,775	449,642	8,867		
	General	Admin Services	01-640-99-00-9979	Transfer to Parks & Recreation	440,775	449,642	(8,867)		
Fiscal Year Subtotal							\$	-	
Overall Net Effect on Fund Balance							\$	-	
Budget Adjustment # 4									
								Proposed by Management	
2029	Water	Water Operations	51-510-56-00-5670	Lake Michigan Water (DWC)	-	5,690,496	(5,690,496)	Estimated cost of Lake Michigan water. City's water source is projected to transition to DWC in the Spring of 2028 (FY 2029).	
Overall Net Effect on Fund Balance							\$	(5,690,496)	

## Overall Effect of Proposed Budget Adjustments on Fund Balance/Fund Balance Equivalent



	FY 2024		FY 2025		FY 2026		FY 2027		FY 2028		FY 2029	
	<u>Projected</u>		<u>Proposed</u>		<u>Projected</u>		<u>Projected</u>		<u>Projected</u>		<u>Projected</u>	
General	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Fox Hill SSA												
Sunflower SSA												
Motor Fuel Tax												
City-Wide Capital		982,782		(4,603,462)		2,658,450		(2,796,682)		(1,013,479)		(3,795)
Buildings & Grounds		356,647		32,050,197		(26,927,697)		(5,704,637)		(697,498)		531,421
Vehicle & Equipment												
Water		5,874,624		7,948,054		(7,702,957)		488,806		(4,149,575)		1,364,160
Sewer		1,186,881		(892,926)		(619,295)		(393,324)		(209,159)		(108,262)
Parks & Recreation		244,952		(488,756)		-		-		-		-
Library		74,621		(32,688)		106,630		115,011		129,817		137,752
Library Capital												
Countryside TIF												
Downtown TIF												
Downtown TIF II												
<b>Entity-Wide Total</b>	<b>\$</b>	<b>8,720,507</b>	<b>\$</b>	<b>33,980,419</b>	<b>\$</b>	<b>(32,484,869)</b>	<b>\$</b>	<b>(8,290,826)</b>	<b>\$</b>	<b>(5,939,894)</b>	<b>\$</b>	<b>1,921,276</b>

## City Fund Balance/Fund Balance Equivalent - Adjusted



	FY 2024		FY 2025		FY 2026		FY 2027		FY 2028		FY 2029	
	<u>Projected</u>		<u>Proposed</u>		<u>Projected</u>		<u>Projected</u>		<u>Projected</u>		<u>Projected</u>	
General	\$	10,996,607	\$	10,996,607	\$	10,996,607	\$	10,996,607	\$	10,996,607	\$	10,996,607
Fox Hill SSA		47,411		10,771		21,131		29,763		38,395		12,027
Sunflower SSA		11,801		9,161		11,521		12,153		12,785		13,417
Motor Fuel Tax		248,359		125,921		2,260		4,744		4,503		1,982.00
City-Wide Capital		5,767,835		1,164,373		3,822,823		1,026,141		12,662		8,867
Buildings & Grounds		2,222,554		34,272,751		7,345,054		1,640,417		942,919		1,474,340
Vehicle & Equipment		1,850,956		193,275		139,875		90,475		76,526		76,526
Water		9,830,597		17,778,651		10,075,694		10,564,500		6,414,925		7,779,085
Sewer		3,704,713		2,811,787		2,192,492		1,799,168		1,590,009		1,481,747
Park & Recreation		488,756		-		-		-		-		-
Countryside TIF		(1,175,347)		(1,168,663)		(1,313,107)		(1,447,322)		(1,576,856)		(1,700,943)
Downtown TIF		(1,562,429)		(2,511,902)		(2,466,836)		(2,422,501)		(2,378,134)		(2,333,794)
Downtown TIF II		<u>224,042</u>		<u>351,144</u>		<u>481,974</u>		<u>616,625</u>		<u>755,192</u>		<u>897,773</u>
<b>Adjusted City-Wide Total</b>	<b>\$</b>	<b>32,655,855</b>	<b>\$</b>	<b>64,033,876</b>	<b>\$</b>	<b>31,309,488</b>	<b>\$</b>	<b>22,910,770</b>	<b>\$</b>	<b>16,889,533</b>	<b>\$</b>	<b>18,707,634</b>

## Library Fund Balance - Adjusted



	FY 2024		FY 2025		FY 2026		FY 2027		FY 2028		FY 2029	
	<u>Projected</u>		<u>Proposed</u>		<u>Projected</u>		<u>Projected</u>		<u>Projected</u>		<u>Projected</u>	
Library	\$	868,580	\$	835,892	\$	942,522	\$	1,057,533	\$	1,187,350	\$	1,325,102
Library Capital		<u>336,801</u>		<u>(161,999)</u>		<u>(294,299)</u>		<u>(357,599)</u>		<u>(467,399)</u>		<u>(594,199)</u>
<b>Adjusted Entity-Wide Total</b>	<b>\$</b>	<b>1,205,381</b>	<b>\$</b>	<b>673,893</b>	<b>\$</b>	<b>648,223</b>	<b>\$</b>	<b>699,934</b>	<b>\$</b>	<b>719,951</b>	<b>\$</b>	<b>730,903</b>

## Summary

In 2021, RJN Group Inc. (RJN) conducted sanitary sewer flow monitoring for the Yorkville-Bristol Sanitary District (YBSD). Several basins exhibited very high peaking factors (see Figure 1) and a 2-year plan was put in place for sewer inspections.

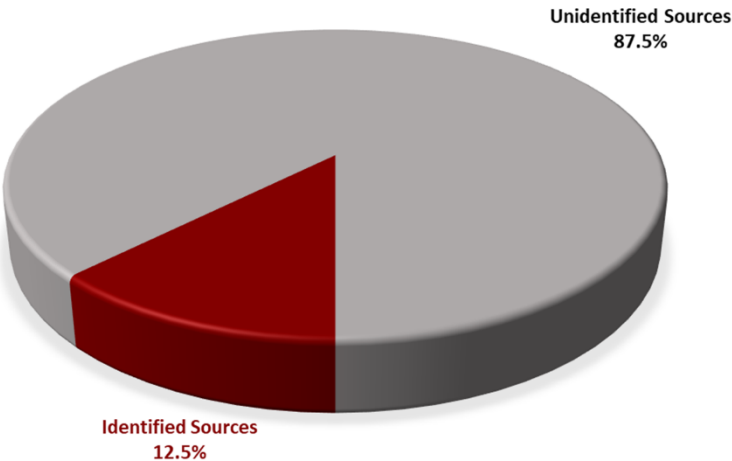
Figure 1 – Peaking Factors



Sanitary Sewer Evaluation Survey (SSES) investigations were conducted in these areas over the past two years. Investigations included manhole inspections, smoke testing, dyed water flooding, and closed-circuit televising (CCTV). Some pipe segments in these areas had previously been lined. Where post-lining CCTV was available, lines were not re-televised. Detailed rehab recommendations have been compiled to be shared with the City of Yorkville for these two priority areas.

Based on the flow monitoring results and the SSES that was completed, only about 12.5% of the excess flow from I&I has been identified (see Figure 2). The remaining 87.5% of excess flow can likely be attributed to various private sector defects, including laterals, foundation drains, sump pumps, and downspouts. Further investigation into private sector defects should be conducted to identify additional sources of I/I and develop a private-sector rehabilitation program. Private sector rehabilitation programs could include a CCTV program for service laterals and building inspections.

Figure 2 – Identified vs. Unidentified I/I





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 #3

Tracking Number

CC 2024-20

### Agenda Item Summary Memo

**Title:** Reimbursement Resolution – Proposed 2024 Water Bonds

**Meeting and Date:** City Council – March 26, 2024

**Synopsis:** Please see attached.

### Council Action Previously Taken:

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

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

**Type of Vote Required:** \_\_\_\_\_

**Council Action Requested:** Approval

**Submitted by:** Rob Fredrickson Finance  
Name Department

### Agenda Item Notes:

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# Memorandum

To: City Council  
From: Rob Fredrickson, Finance Director  
Date: March 21, 2024  
Subject: Reimbursement Resolution for 2024 Water Bond

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## **Summary**

Approval of a resolution declaring the City's intent to issue bonds for the purposes of reimbursing the (51) Water Fund for costs associated with the water sourcing transition to Lake Michigan via the DuPage Water Commission (DWC), and for other related capital improvements to the City's existing water delivery system needed to facilitate that transition.

## **Background**

The passage of a reimbursement resolution is generally the first step in the bond issuance process, as it will allow the City to reimburse the (51) Water Fund for any Lake Michigan/DWC water sourcing transition and related capital improvement costs that are incurred prior to the issuance of the proposed bonds. This resolution serves two primary purposes: (1) it allows the City to reimburse itself with future bond proceeds on any applicable project expense incurred 60-days prior to the passage of the reimbursement resolution; and (2) allows the City to continue to reimburse itself for incurred expenses with future bond proceeds from the date of the reimbursement resolution, until the bonds are actually issued (which must occur the later of 18-months after the date of the initial reimbursed expense or the date the project is put into service, but not more than three years after the original expense is paid. For example, if the initial reimbursed expense was dated February 1, 2024, the bond would have to be issued the later of August 1, 2025 or 18-months after completion of the project, but no later than February 1, 2027). Please note that this reimbursement resolution does not commit the City to conduct a bond sale and has no other legal impacts.

As currently drafted, the reimbursement resolution sets the upper limit of principal that could be issued at \$25 million, which more than covers the proposed bond issuance of \$22.735 million shown in the FY 25 budget draft. The principal amount of \$22.735 million represents the current maximum amount of debt service that can be supported by existing Water Fund revenues (i.e., the Fund is required to show that it has revenues equal to 125% of annual proposed debt service amounts), per the figures presented in the FY 23 audited financials.

Current Wifia eligible project costs are estimated at approximately \$160 million, of which 80% (\$128 million) is anticipated to be financed with a loan from the EPA. The proceeds from the proposed 2024 Water Bonds would count towards Yorkville's 20% matching requirement (presently estimated at ~\$32 million) for the Wifia Loan program, with the remaining ~\$9.3 million to be financed in a future fiscal period with a mix of additional bonded debt, an Illinois EPA Loan (if available) and Water revenues. Moreover, this influx of bond proceeds into the Water Fund would help to mitigate any potential cash flow issues that could occur over the course of FY 25, due to an unexpected delay in the closing of the Wifia Loan or a large unanticipated expense stemming from the Lake Michigan water sourcing project.

## **Recommendation**

Staff recommends approval of the attached reimbursement resolution. In addition, a preliminary debt service schedule (prepared by Speer Financial – Exhibit A) has also been attached, which shows estimated annual debt service amounts fluctuating between ~\$1.0 million and \$1.9 million, over a 25-year term.



EXTRACT OF MINUTES of a regular public meeting of the City Council of the United City of Yorkville, Kendall County, Illinois, held in the City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, at 7:00 o'clock P.M., on the 26<sup>th</sup> day of March, 2024.

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

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

\_\_\_\_\_  
\_\_\_\_\_.

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

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

**WHEREAS**, the City Council of the City (the “*City Council*”) has developed a list of capital projects with respect to the enhancement of its water delivery system (the “*System*”), including, without limitation, replacing existing water mains, modifying the existing raw water main and water treatment plant and other capital improvements relating to the System, and for the construction of a new water supply line and connection to the DuPage Water Commission for a new source of water (collectively, the “*Project*”); and

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

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

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

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

Section 2. **Intent to Reimburse.** The City reasonably expects to reimburse the Expenditures with the proceeds of an obligation in the form of its water revenue and/or general obligation alternate revenue bonds (in any event, the “*Bonds*”). All original Expenditures to be reimbursed will be capital expenditures (as defined in Treas. Reg. Sec. 1.150-1(b)) and other amounts permitted to be reimbursed pursuant to Treas. Reg. Sec. 1.150-2(d)(3) and (f). The description of the type and use of the property for which the original Expenditures to be fully or partially reimbursed is to be paid are the costs relating to the Project as defined in the recitals to this Resolution.

Section 3. **Maximum Amount.** The maximum aggregate principal amount of the Bonds expected to be issued to reimburse the costs of the Project paid prior to their issuance and to complete the Project is \$25,000,000, not including the costs of issuance of the Bonds.

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

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

Section 6. **Severability.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of

such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

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

Adopted March 26, 2024.

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Mayor

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City Clerk

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

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

Upon the roll being called, the following Aldermen voted AYE: \_\_\_\_\_.

The following Aldermen voted NAY: \_\_\_\_\_

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

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

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

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

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF KENDALL    )

**CERTIFICATION OF MINUTES AND RESOLUTION**

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

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 26<sup>th</sup> day of March, 2024, insofar as same relates to the adoption of a resolution entitled:

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

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature, this 26<sup>th</sup> day of March, 2024.

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City Clerk

**United City of Yorkville, IL**

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: May 15, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

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Preliminary, As of February 16, 2024

**United City of Yorkville, IL**

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: May 15, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

**Sources & Uses**

Dated 05/15/2024 | Delivered 05/15/2024

**Sources Of Funds**

Par Amount of Bonds	\$22,735,000.00
Reoffering Premium	520,714.60
<b>Total Sources</b>	<b>\$23,255,714.60</b>

**Uses Of Funds**

Total Underwriter's Discount (0.800%)	181,880.00
Costs of Issuance	250,000.00
Deposit to Project Fund	22,823,834.60
<b>Total Uses</b>	<b>\$23,255,714.60</b>



**United City of Yorkville, IL**

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: May 15, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/15/2024	-	-	-	-	-
12/30/2025	-	-	1,582,567.19	1,582,567.19	-
04/30/2026	-	-	-	-	1,582,567.19
06/30/2026	-	-	486,943.75	486,943.75	-
12/30/2026	-	-	486,943.75	486,943.75	-
04/30/2027	-	-	-	-	973,887.50
06/30/2027	-	-	486,943.75	486,943.75	-
12/30/2027	-	-	486,943.75	486,943.75	-
04/30/2028	-	-	-	-	973,887.50
06/30/2028	-	-	486,943.75	486,943.75	-
12/30/2028	-	-	486,943.75	486,943.75	-
04/30/2029	-	-	-	-	973,887.50
06/30/2029	-	-	486,943.75	486,943.75	-
12/30/2029	-	-	486,943.75	486,943.75	-
04/30/2030	-	-	-	-	973,887.50
06/30/2030	-	-	486,943.75	486,943.75	-
12/30/2030	-	-	486,943.75	486,943.75	-
04/30/2031	-	-	-	-	973,887.50
06/30/2031	-	-	486,943.75	486,943.75	-
12/30/2031	-	-	486,943.75	486,943.75	-
04/30/2032	-	-	-	-	973,887.50
06/30/2032	-	-	486,943.75	486,943.75	-
12/30/2032	-	-	486,943.75	486,943.75	-
04/30/2033	-	-	-	-	973,887.50
06/30/2033	-	-	486,943.75	486,943.75	-
12/30/2033	-	-	486,943.75	486,943.75	-
04/30/2034	-	-	-	-	973,887.50
06/30/2034	-	-	486,943.75	486,943.75	-
12/30/2034	920,000.00	5.000%	486,943.75	1,406,943.75	-
04/30/2035	-	-	-	-	1,893,887.50
06/30/2035	-	-	463,943.75	463,943.75	-
12/30/2035	970,000.00	5.000%	463,943.75	1,433,943.75	-
04/30/2036	-	-	-	-	1,897,887.50
06/30/2036	-	-	439,693.75	439,693.75	-
12/30/2036	1,020,000.00	5.000%	439,693.75	1,459,693.75	-
04/30/2037	-	-	-	-	1,899,387.50
06/30/2037	-	-	414,193.75	414,193.75	-
12/30/2037	1,070,000.00	5.000%	414,193.75	1,484,193.75	-
04/30/2038	-	-	-	-	1,898,387.50
06/30/2038	-	-	387,443.75	387,443.75	-
12/30/2038	1,130,000.00	4.000%	387,443.75	1,517,443.75	-
04/30/2039	-	-	-	-	1,904,887.50
06/30/2039	-	-	364,843.75	364,843.75	-
12/30/2039	1,170,000.00	4.000%	364,843.75	1,534,843.75	-
04/30/2040	-	-	-	-	1,899,687.50
06/30/2040	-	-	341,443.75	341,443.75	-
12/30/2040	1,215,000.00	4.000%	341,443.75	1,556,443.75	-
04/30/2041	-	-	-	-	1,897,887.50
06/30/2041	-	-	317,143.75	317,143.75	-
12/30/2041	1,265,000.00	4.000%	317,143.75	1,582,143.75	-
04/30/2042	-	-	-	-	1,899,287.50
06/30/2042	-	-	291,843.75	291,843.75	-
12/30/2042	1,315,000.00	4.000%	291,843.75	1,606,843.75	-
04/30/2043	-	-	-	-	1,898,687.50
06/30/2043	-	-	265,543.75	265,543.75	-
12/30/2043	1,365,000.00	4.000%	265,543.75	1,630,543.75	-
04/30/2044	-	-	-	-	1,896,087.50
06/30/2044	-	-	238,243.75	238,243.75	-
12/30/2044	1,420,000.00	4.000%	238,243.75	1,658,243.75	-
04/30/2045	-	-	-	-	1,896,487.50
06/30/2045	-	-	209,843.75	209,843.75	-
12/30/2045	1,480,000.00	4.250%	209,843.75	1,689,843.75	-
04/30/2046	-	-	-	-	1,899,687.50
06/30/2046	-	-	178,393.75	178,393.75	-
12/30/2046	1,540,000.00	4.250%	178,393.75	1,718,393.75	-
04/30/2047	-	-	-	-	1,896,787.50
06/30/2047	-	-	145,668.75	145,668.75	-
12/30/2047	1,610,000.00	4.250%	145,668.75	1,755,668.75	-
04/30/2048	-	-	-	-	1,901,337.50
06/30/2048	-	-	111,456.25	111,456.25	-
12/30/2048	1,675,000.00	4.250%	111,456.25	1,786,456.25	-
04/30/2049	-	-	-	-	1,897,912.50
06/30/2049	-	-	75,862.50	75,862.50	-
12/30/2049	1,750,000.00	4.250%	75,862.50	1,825,862.50	-
04/30/2050	-	-	-	-	1,901,725.00
06/30/2050	-	-	38,675.00	38,675.00	-
12/30/2050	1,820,000.00	4.250%	38,675.00	1,858,675.00	-
04/30/2051	-	-	-	-	1,897,350.00
<b>Total</b>	<b>\$22,735,000.00</b>	<b>-</b>	<b>\$18,916,029.69</b>	<b>\$41,651,029.69</b>	<b>-</b>

**Yield Statistics**

Bond Year Dollars	\$445,809.38
Average Life	19.609 Years
Average Coupon	4.2430758%
Net Interest Cost (NIC)	4.1670714%
True Interest Cost (TIC)	4.1270770%
Bond Yield for Arbitrage Purposes	4.0553417%
All Inclusive Cost (AIC)	4.2104251%

**IRS Form 8038**

Net Interest Cost	4.0785168%
Weighted Average Maturity	19.394 Years

Preliminary, As of February 16, 2024

## United City of Yorkville, IL

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: May 15, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

### Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S
12/30/2024	-	-	-	-	-
12/30/2025	-	-	1,582,567.19	1,582,567.19	1,582,567.19
12/30/2026	-	-	973,887.50	973,887.50	973,887.50
12/30/2027	-	-	973,887.50	973,887.50	973,887.50
12/30/2028	-	-	973,887.50	973,887.50	973,887.50
12/30/2029	-	-	973,887.50	973,887.50	973,887.50
12/30/2030	-	-	973,887.50	973,887.50	973,887.50
12/30/2031	-	-	973,887.50	973,887.50	973,887.50
12/30/2032	-	-	973,887.50	973,887.50	973,887.50
12/30/2033	-	-	973,887.50	973,887.50	973,887.50
12/30/2034	920,000.00	5.000%	973,887.50	1,893,887.50	1,893,887.50
12/30/2035	970,000.00	5.000%	927,887.50	1,897,887.50	1,897,887.50
12/30/2036	1,020,000.00	5.000%	879,387.50	1,899,387.50	1,899,387.50
12/30/2037	1,070,000.00	5.000%	828,387.50	1,898,387.50	1,898,387.50
12/30/2038	1,130,000.00	4.000%	774,887.50	1,904,887.50	1,904,887.50
12/30/2039	1,170,000.00	4.000%	729,687.50	1,899,687.50	1,899,687.50
12/30/2040	1,215,000.00	4.000%	682,887.50	1,897,887.50	1,897,887.50
12/30/2041	1,265,000.00	4.000%	634,287.50	1,899,287.50	1,899,287.50
12/30/2042	1,315,000.00	4.000%	583,687.50	1,898,687.50	1,898,687.50
12/30/2043	1,365,000.00	4.000%	531,087.50	1,896,087.50	1,896,087.50
12/30/2044	1,420,000.00	4.000%	476,487.50	1,896,487.50	1,896,487.50
12/30/2045	1,480,000.00	4.250%	419,687.50	1,899,687.50	1,899,687.50
12/30/2046	1,540,000.00	4.250%	356,787.50	1,896,787.50	1,896,787.50
12/30/2047	1,610,000.00	4.250%	291,337.50	1,901,337.50	1,901,337.50
12/30/2048	1,675,000.00	4.250%	222,912.50	1,897,912.50	1,897,912.50
12/30/2049	1,750,000.00	4.250%	151,725.00	1,901,725.00	1,901,725.00
12/30/2050	1,820,000.00	4.250%	77,350.00	1,897,350.00	1,897,350.00
<b>Total</b>	<b>\$22,735,000.00</b>	<b>-</b>	<b>\$18,916,029.69</b>	<b>\$41,651,029.69</b>	<b>\$41,651,029.69</b>

Preliminary, As of February 16, 2024

## United City of Yorkville, IL

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: May 15, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

## Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
12/30/2034	Serial Coupon	5.000%	3.150%	920,000.00	116.591%	-	-	-	1,072,637.20
12/30/2035	Serial Coupon	5.000%	3.250%	970,000.00	115.613%	c 3.366%	12/30/2034	100.000%	1,121,446.10
12/30/2036	Serial Coupon	5.000%	3.350%	1,020,000.00	114.644%	c 3.550%	12/30/2034	100.000%	1,169,368.80
12/30/2037	Serial Coupon	5.000%	3.450%	1,070,000.00	113.686%	c 3.711%	12/30/2034	100.000%	1,216,440.20
12/30/2038	Serial Coupon	4.000%	3.800%	1,130,000.00	101.731%	c 3.844%	12/30/2034	100.000%	1,149,560.30
12/30/2039	Serial Coupon	4.000%	3.900%	1,170,000.00	100.859%	c 3.926%	12/30/2034	100.000%	1,180,050.30
12/30/2040	Serial Coupon	4.000%	3.950%	1,215,000.00	100.426%	c 3.964%	12/30/2034	100.000%	1,220,175.90
12/30/2041	Serial Coupon	4.000%	4.000%	1,265,000.00	100.000%	-	-	-	1,265,000.00
12/30/2042	Serial Coupon	4.000%	4.050%	1,315,000.00	99.346%	-	-	-	1,306,399.90
12/30/2043	Serial Coupon	4.000%	4.100%	1,365,000.00	98.656%	-	-	-	1,346,654.40
12/30/2044	Serial Coupon	4.000%	4.150%	1,420,000.00	97.930%	-	-	-	1,390,606.00
12/30/2045	Serial Coupon	4.250%	4.200%	1,480,000.00	100.420%	c 4.220%	12/30/2034	100.000%	1,486,216.00
12/30/2046	Serial Coupon	4.250%	4.300%	1,540,000.00	99.277%	-	-	-	1,528,865.80
12/30/2047	Serial Coupon	4.250%	4.300%	1,610,000.00	99.258%	-	-	-	1,598,053.80
12/30/2048	Serial Coupon	4.250%	4.300%	1,675,000.00	99.240%	-	-	-	1,662,270.00
12/30/2049	Serial Coupon	4.250%	4.300%	1,750,000.00	99.223%	-	-	-	1,736,402.50
12/30/2050	Serial Coupon	4.250%	4.300%	1,820,000.00	99.207%	-	-	-	1,805,567.40
<b>Total</b>	-	-	-	<b>\$22,735,000.00</b>	-	-	-	-	<b>\$23,255,714.60</b>

## Bid Information

Par Amount of Bonds	\$22,735,000.00
Reoffering Premium or (Discount)	520,714.60
Gross Production	\$23,255,714.60
Total Underwriter's Discount (0.800%)	\$(181,880.00)
Bid (101.490%)	23,073,834.60
Total Purchase Price	\$23,073,834.60
Bond Year Dollars	\$445,809.38
Average Life	19.609 Years
Average Coupon	4.2430758%
Net Interest Cost (NIC)	4.1670714%
True Interest Cost (TIC)	4.1270770%

Preliminary, As of February 16, 2024

## United City of Yorkville, IL

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: May 15, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

### Proof of Premium/5Yr Call Bond Selection of Call Dates/Prices

Maturity	Call Date	Call Price	PV at Bond Yield	Lowest?
12/30/2035	-	-	1,052,569.21	No
12/30/2035	12/30/2034	100.000%	1,046,765.12	Yes
12/30/2036	-	-	1,112,688.46	No
12/30/2036	12/30/2034	100.000%	1,100,722.08	Yes
12/30/2037	-	-	1,173,140.47	No
12/30/2037	12/30/2034	100.000%	1,154,679.05	Yes

Preliminary, As of February 16, 2024

## United City of Yorkville, IL

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: May 15, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

### Proof of D/S for Arbitrage Purposes

Date	Principal	Interest	Total
05/15/2024	-	-	-
12/30/2025	-	1,582,567.19	1,582,567.19
06/30/2026	-	486,943.75	486,943.75
12/30/2026	-	486,943.75	486,943.75
06/30/2027	-	486,943.75	486,943.75
12/30/2027	-	486,943.75	486,943.75
06/30/2028	-	486,943.75	486,943.75
12/30/2028	-	486,943.75	486,943.75
06/30/2029	-	486,943.75	486,943.75
12/30/2029	-	486,943.75	486,943.75
06/30/2030	-	486,943.75	486,943.75
12/30/2030	-	486,943.75	486,943.75
06/30/2031	-	486,943.75	486,943.75
12/30/2031	-	486,943.75	486,943.75
06/30/2032	-	486,943.75	486,943.75
12/30/2032	-	486,943.75	486,943.75
06/30/2033	-	486,943.75	486,943.75
12/30/2033	-	486,943.75	486,943.75
06/30/2034	-	486,943.75	486,943.75
12/30/2034	3,980,000.00	486,943.75	4,466,943.75
06/30/2035	-	387,443.75	387,443.75
12/30/2035	-	387,443.75	387,443.75
06/30/2036	-	387,443.75	387,443.75
12/30/2036	-	387,443.75	387,443.75
06/30/2037	-	387,443.75	387,443.75
12/30/2037	-	387,443.75	387,443.75
06/30/2038	-	387,443.75	387,443.75
12/30/2038	1,130,000.00	387,443.75	1,517,443.75
06/30/2039	-	364,843.75	364,843.75
12/30/2039	1,170,000.00	364,843.75	1,534,843.75
06/30/2040	-	341,443.75	341,443.75
12/30/2040	1,215,000.00	341,443.75	1,556,443.75
06/30/2041	-	317,143.75	317,143.75
12/30/2041	1,265,000.00	317,143.75	1,582,143.75
06/30/2042	-	291,843.75	291,843.75
12/30/2042	1,315,000.00	291,843.75	1,606,843.75
06/30/2043	-	265,543.75	265,543.75
12/30/2043	1,365,000.00	265,543.75	1,630,543.75
06/30/2044	-	238,243.75	238,243.75
12/30/2044	1,420,000.00	238,243.75	1,658,243.75
06/30/2045	-	209,843.75	209,843.75
12/30/2045	1,480,000.00	209,843.75	1,689,843.75
06/30/2046	-	178,393.75	178,393.75
12/30/2046	1,540,000.00	178,393.75	1,718,393.75
06/30/2047	-	145,668.75	145,668.75
12/30/2047	1,610,000.00	145,668.75	1,755,668.75
06/30/2048	-	111,456.25	111,456.25
12/30/2048	1,675,000.00	111,456.25	1,786,456.25
06/30/2049	-	75,862.50	75,862.50
12/30/2049	1,750,000.00	75,862.50	1,825,862.50
06/30/2050	-	38,675.00	38,675.00
12/30/2050	1,820,000.00	38,675.00	1,858,675.00
<b>Total</b>	<b>\$22,735,000.00</b>	<b>\$18,605,029.69</b>	<b>\$41,340,029.69</b>

2024 Water Bonds v10 30yr | SINGLE PURPOSE | 2/16/2024 | 5:21 PM

Preliminary, As of February 16, 2024

**United City of Yorkville, IL**

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: May 15, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

**Proof of Bond Yield @ 4.0553417%**

Date	Cashflow	PV Factor	Present Value	Cumulative PV
05/15/2024	-	1.0000000x	-	-
12/30/2025	1,582,567.19	0.9368425x	1,482,616.22	1,482,616.22
06/30/2026	486,943.75	0.9182240x	447,123.41	1,929,739.64
12/30/2026	486,943.75	0.8999754x	438,237.40	2,367,977.04
06/30/2027	486,943.75	0.8820895x	429,527.99	2,797,505.03
12/30/2027	486,943.75	0.8645591x	420,991.66	3,218,496.69
06/30/2028	486,943.75	0.8473771x	412,624.99	3,631,121.68
12/30/2028	486,943.75	0.8305366x	404,424.59	4,035,546.27
06/30/2029	486,943.75	0.8140307x	396,387.16	4,431,933.43
12/30/2029	486,943.75	0.7978529x	388,509.47	4,820,442.90
06/30/2030	486,943.75	0.7819966x	380,788.33	5,201,231.23
12/30/2030	486,943.75	0.7664554x	373,220.65	5,574,451.88
06/30/2031	486,943.75	0.7512230x	365,803.36	5,940,255.24
12/30/2031	486,943.75	0.7362934x	358,533.48	6,298,788.72
06/30/2032	486,943.75	0.7216605x	351,408.08	6,650,196.80
12/30/2032	486,943.75	0.7073184x	344,424.29	6,994,621.10
06/30/2033	486,943.75	0.6932614x	337,579.29	7,332,200.39
12/30/2033	486,943.75	0.6794837x	330,870.33	7,663,070.72
06/30/2034	486,943.75	0.6659798x	324,294.70	7,987,365.43
12/30/2034	4,466,943.75	0.6527443x	2,915,772.07	10,903,137.50
06/30/2035	387,443.75	0.6397718x	247,875.60	11,151,013.10
12/30/2035	387,443.75	0.6270572x	242,949.38	11,393,962.48
06/30/2036	387,443.75	0.6145952x	238,121.07	11,632,083.55
12/30/2036	387,443.75	0.6023809x	233,388.72	11,865,472.27
06/30/2037	387,443.75	0.5904093x	228,750.41	12,094,222.69
12/30/2037	387,443.75	0.5786757x	224,204.29	12,318,426.97
06/30/2038	387,443.75	0.5671753x	219,748.51	12,538,175.48
12/30/2038	1,517,443.75	0.5559034x	843,552.10	13,381,727.58
06/30/2039	364,843.75	0.5448555x	198,787.12	13,580,514.71
12/30/2039	1,534,843.75	0.5340272x	819,648.29	14,400,162.99
06/30/2040	341,443.75	0.5234141x	178,716.46	14,578,879.46
12/30/2040	1,556,443.75	0.5130119x	798,474.13	15,377,353.59
06/30/2041	317,143.75	0.5028164x	159,465.08	15,536,818.67
12/30/2041	1,582,143.75	0.4928236x	779,717.74	16,316,536.41
06/30/2042	291,843.75	0.4830293x	140,969.09	16,457,505.50
12/30/2042	1,606,843.75	0.4734297x	760,727.61	17,218,233.11
06/30/2043	265,543.75	0.4640209x	123,217.85	17,341,450.97
12/30/2043	1,630,543.75	0.4547991x	741,569.81	18,083,020.78
06/30/2044	238,243.75	0.4457605x	106,199.66	18,189,220.44
12/30/2044	1,658,243.75	0.4369016x	724,489.36	18,913,709.80
06/30/2045	209,843.75	0.4282187x	89,859.03	19,003,568.82
12/30/2045	1,689,843.75	0.4197084x	709,241.68	19,712,810.50
06/30/2046	178,393.75	0.4113673x	73,385.35	19,786,195.85
12/30/2046	1,718,393.75	0.4031919x	692,842.37	20,479,038.21
06/30/2047	145,668.75	0.3951789x	57,565.22	20,536,603.44
12/30/2047	1,755,668.75	0.3873252x	680,014.83	21,216,618.27
06/30/2048	111,456.25	0.3796276x	42,311.87	21,258,930.14
12/30/2048	1,786,456.25	0.3720830x	664,710.05	21,923,640.20
06/30/2049	75,862.50	0.3646884x	27,666.17	21,951,306.37
12/30/2049	1,825,862.50	0.3574406x	652,637.44	22,603,943.81
06/30/2050	38,675.00	0.3503370x	13,549.28	22,617,493.09
12/30/2050	1,858,675.00	0.3433744x	638,221.50	23,255,714.60
<b>Total</b>	<b>\$41,340,029.69</b>	<b>-</b>	<b>\$23,255,714.60</b>	<b>-</b>

**Derivation Of Target Amount**

Par Amount of Bonds	\$22,735,000.00
Reoffering Premium or (Discount)	520,714.60
Original Issue Proceeds	\$23,255,714.60

2024 Water Bonds v10 30yr | SINGLE PURPOSE | 2/16/2024 | 5:21 PM

Preliminary, As of February 16, 2024

**United City of Yorkville, IL**

General Obligation (Alternate Revenue Source) Bonds, Series 2024

Dated: May 15, 2024 / Callable December 30, 2034 @ Par

PRLM / Max Project Fund

**Detail Costs Of Issuance**

Dated 05/15/2024 | Delivered 05/15/2024

**COSTS OF ISSUANCE DETAIL**



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 2024-22

### Agenda Item Summary Memo

**Title:** 2024 Road to Better Roads Program

**Meeting and Date:** City Council – March 26, 2024

**Synopsis:** 2024 Road to Better Roads Program – Recommendation of Award

#### Council Action Previously Taken:

Date of Action: PW – 3/19/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-22

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Contract Award

**Submitted by:** Brad Sanderson

Name

Engineering

Department

#### Agenda Item Notes:

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*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](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://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  
Jori Behland, City Clerk  
Rob Fredrickson, Finance Director

Date: February 27, 2024  
Subject: 2024 Road to Better Roads Program

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Bids were received, opened, and tabulated for work to be done on the 2024 Road To Better Roads Program at 10:00 a.m., February 26, 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.

We recommend the acceptance of the Bid and approval of award be made to the low bidder, D. Construction, Inc. 1488 S. Broadway Coal City, IL 60416 in the total amount of **\$1,382,442.77**.

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

<b>BID SUMMARY</b> <b>2024 ROAD TO BETTER ROADS</b> <b>SECTION NO. 24-00000-00-GM</b> <b>UNITED CITY OF YORKVILLE</b>		
<b>BID TABULATION</b> BIDS RECEIVED 10:00 A.M. 02/26/24	<b>ENGINEER'S ESTIMATE</b> 52 Wheeler Road Sugar Grove, IL 60554	<b>BUILDERS PAVING, LLC</b> 4401 Roosevelt Road Hillside, IL 60162
<b>TOTAL BID</b>	<b>\$1,415,982.89</b>	<b>\$1,392,800.00</b>
<b>BID BOND</b>	N/A	X
<b>SIGNED BID</b>	N/A	X
	<b>D. CONSTRUCTION, INC.</b> 1488 S Broadway Coal City, IL 60416	<b>GENEVA CONSTRUCTION COMPANY</b> PO Box 998 Aurora, IL 60507
<b>TOTAL BID</b>	<b>\$1,382,442.77</b>	<b>\$1,449,792.74</b>
<b>BID BOND</b>	X	X
<b>SIGNED BID</b>	X	X



**BID TABULATION**  
**2024 ROAD TO BETTER ROADS**  
**SECTION NO. 24-00000-00-GM**  
**UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS RECD 2/26/2024		D CONSTRUCTION, INC. 1488 S. Broadway Coal City, IL 60416		BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162		GENEVA CONSTRUCTION P.O. Box 998 Aurora, IL 60507		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	PARTIAL DEPTH PATCHING (SPECIAL)	SQ YD	280.0	\$ 29.00	\$ 8,120.00	\$ 30.00	\$ 8,400.00	\$ 35.00	\$ 9,800.00	\$ 35.00	\$ 9,800.00
2	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	140.0	\$ 0.01	\$ 1.40	\$ 35.00	\$ 4,900.00	\$ 20.00	\$ 2,800.00	\$ 15.00	\$ 2,100.00
3	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	39430.0	\$ 3.00	\$ 118,290.00	\$ 3.40	\$ 134,062.00	\$ 2.55	\$ 100,546.50	\$ 2.90	\$ 114,347.00
4	HOT-MIX ASPHALT SURFACE REMOVAL, 1.5"	SQ YD	19555.0	\$ 1.60	\$ 31,288.00	\$ 2.25	\$ 43,998.75	\$ 1.75	\$ 34,221.25	\$ 2.20	\$ 43,021.00
5	BITUMINOUS MATERIALS (TACK COAT)	POUND	31055.0	\$ 0.01	\$ 310.55	\$ 0.01	\$ 310.55	\$ 0.01	\$ 310.55	\$ 0.05	\$ 1,552.75
6	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	3400.0	\$ 70.00	\$ 238,000.00	\$ 80.00	\$ 272,000.00	\$ 87.00	\$ 295,800.00	\$ 81.00	\$ 275,400.00
7	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	5090.0	\$ 78.00	\$ 397,020.00	\$ 80.00	\$ 407,200.00	\$ 87.00	\$ 442,830.00	\$ 81.00	\$ 412,290.00
8	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	2116.0	\$ 47.60	\$ 100,721.60	\$ 38.00	\$ 80,408.00	\$ 50.00	\$ 105,800.00	\$ 44.00	\$ 93,104.00
9	SIDEWALK REMOVAL	SQ FT	17325.0	\$ 2.75	\$ 47,643.75	\$ 1.00	\$ 17,325.00	\$ 2.50	\$ 43,312.50	\$ 2.25	\$ 38,981.25
10	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQ FT	17480.0	\$ 10.00	\$ 174,800.00	\$ 10.50	\$ 183,540.00	\$ 9.50	\$ 166,060.00	\$ 9.50	\$ 166,060.00
11	DETECTABLE WARNINGS	SQ FT	742.0	\$ 40.70	\$ 30,199.40	\$ 35.00	\$ 25,970.00	\$ 40.00	\$ 29,680.00	\$ 35.00	\$ 25,970.00
12	INLETS TO BE ADJUSTED	EACH	42.0	\$ 600.00	\$ 25,200.00	\$ 522.00	\$ 21,924.00	\$ 400.00	\$ 16,800.00	\$ 450.00	\$ 18,900.00
13	MANHOLES TO BE ADJUSTED	EACH	1.0	\$ 800.00	\$ 800.00	\$ 671.00	\$ 671.00	\$ 950.00	\$ 950.00	\$ 750.00	\$ 750.00
14	SANITARY MANHOLES TO BE ADJUSTED	EACH	2.0	\$ 1,200.00	\$ 2,400.00	\$ 1,861.00	\$ 3,722.00	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00
15	TYPE 1 FRAME, OPEN LID	EACH	8.0	\$ 500.00	\$ 4,000.00	\$ 620.00	\$ 4,960.00	\$ 565.00	\$ 4,520.00	\$ 550.00	\$ 4,400.00
16	TYPE 1 FRAME, CLOSED LID	EACH	1.0	\$ 500.00	\$ 500.00	\$ 734.00	\$ 734.00	\$ 565.00	\$ 565.00	\$ 550.00	\$ 550.00
17	TYPE 3 FRAME AND GRATE	EACH	1.0	\$ 500.00	\$ 500.00	\$ 1,217.00	\$ 1,217.00	\$ 665.00	\$ 665.00	\$ 575.00	\$ 575.00
18	VALVE BOXES TO BE ADJUSTED	EACH	3.0	\$ 550.00	\$ 1,650.00	\$ 497.00	\$ 1,491.00	\$ 365.00	\$ 1,095.00	\$ 250.00	\$ 750.00
19	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1.0	\$ 550.00	\$ 550.00	\$ 671.00	\$ 671.00	\$ 265.00	\$ 265.00	\$ 200.00	\$ 200.00
20	THERMOPLASTIC PAVEMENT MARKINGS - LETTERS & SYMBOLS	SQ FT	477.0	\$ 5.50	\$ 2,623.50	\$ 5.00	\$ 2,385.00	\$ 5.00	\$ 2,385.00	\$ 6.00	\$ 2,862.00
21	THERMOPLASTIC PAVEMENT MARKINGS - LINE 4"	FOOT	2050.0	\$ 0.99	\$ 2,029.50	\$ 0.90	\$ 1,845.00	\$ 0.90	\$ 1,845.00	\$ 1.00	\$ 2,050.00
22	THERMOPLASTIC PAVEMENT MARKINGS - LINE 6"	FOOT	3244.0	\$ 1.32	\$ 4,282.08	\$ 1.20	\$ 3,892.80	\$ 1.20	\$ 3,892.80	\$ 2.00	\$ 6,488.00
23	THERMOPLASTIC PAVEMENT MARKINGS - LINE 8"	FOOT	429.0	\$ 1.98	\$ 849.42	\$ 1.80	\$ 772.20	\$ 1.80	\$ 772.20	\$ 4.00	\$ 1,716.00
24	THERMOPLASTIC PAVEMENT MARKINGS - LINE 12"	FOOT	205.0	\$ 2.20	\$ 451.00	\$ 2.00	\$ 410.00	\$ 2.00	\$ 410.00	\$ 4.00	\$ 820.00
25	THERMOPLASTIC PAVEMENT MARKINGS - LINE 24"	FOOT	119.0	\$ 5.50	\$ 654.50	\$ 5.00	\$ 595.00	\$ 5.00	\$ 595.00	\$ 5.00	\$ 595.00
26	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	286.2	\$ 30.00	\$ 8,586.00	\$ 47.00	\$ 13,451.40	\$ 52.00	\$ 14,882.40	\$ 55.00	\$ 15,741.00
27	REMOVE AND REINSTALL BRICK PAVERS	SQ FT	12.0	\$ 25.60	\$ 307.20	\$ 23.25	\$ 279.00	\$ 23.25	\$ 279.00	\$ 45.00	\$ 540.00
28	BIKE PATH REMOVAL	SQ FT	170.0	\$ 10.00	\$ 1,700.00	\$ 5.00	\$ 850.00	\$ 1.80	\$ 306.00	\$ 2.25	\$ 382.50
29	HOT-MIX ASPHALT BIKE PATH REMOVAL AND REPLACEMENT	SQ YD	50.8	\$ 50.00	\$ 2,540.00	\$ 47.00	\$ 2,387.60	\$ 55.50	\$ 2,819.40	\$ 50.00	\$ 2,540.00
30	SODDING, SPECIAL	SQ YD	2035.6	\$ 20.52	\$ 41,770.51	\$ 18.65	\$ 37,963.94	\$ 18.65	\$ 37,963.94	\$ 15.00	\$ 30,534.00



**BID TABULATION**  
**2024 ROAD TO BETTER ROADS**  
**SECTION NO. 24-00000-00-GM**  
**UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS RECD 2/26/2024		D CONSTRUCTION, INC. 1488 S. Broadway Coal City, IL 60416		BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162		GENEVA CONSTRUCTION P.O. Box 998 Aurora, IL 60507		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
31	SUPPLEMENTAL WATERING	UNIT	20.0	\$ 0.01	\$ 0.20	\$ 0.01	\$ 0.20	\$ 0.01	\$ 0.20	\$ 50.00	\$ 1,000.00
32	TRAFFIC CONTROL AND PROTECTION	L SUM	1.0	\$ 20,000.00	\$ 20,000.00	\$ 18,046.32	\$ 18,046.32	\$ 11,500.00	\$ 11,500.00	\$ 19,394.35	\$ 19,394.35
33	ROUTING AND SEALING CRACKS	FOOT	36188.0	\$ 0.82	\$ 29,674.16	\$ 0.73	\$ 26,417.24	\$ 0.75	\$ 27,141.00	\$ 0.58	\$ 20,989.04
34	CRACK ROUTING	FOOT	48000.0	\$ 0.06	\$ 2,880.00	\$ 0.03	\$ 1,440.00	\$ 0.05	\$ 2,400.00	\$ 0.01	\$ 480.00
35	CRACK FILLING	POUND	16000.0	\$ 1.85	\$ 29,600.00	\$ 1.66	\$ 26,560.00	\$ 1.68	\$ 26,880.00	\$ 1.60	\$ 25,600.00
36	CLASS D PATCHES, 2 INCH	SQ YD	2100.0	\$ 25.00	\$ 52,500.00	\$ 20.00	\$ 42,000.00	\$ 27.00	\$ 56,700.00	\$ 35.00	\$ 73,500.00
TOTAL (Items 1 - 36)					\$ 1,382,442.77		\$ 1,392,800.00		\$ 1,449,792.74		\$ 1,415,982.89

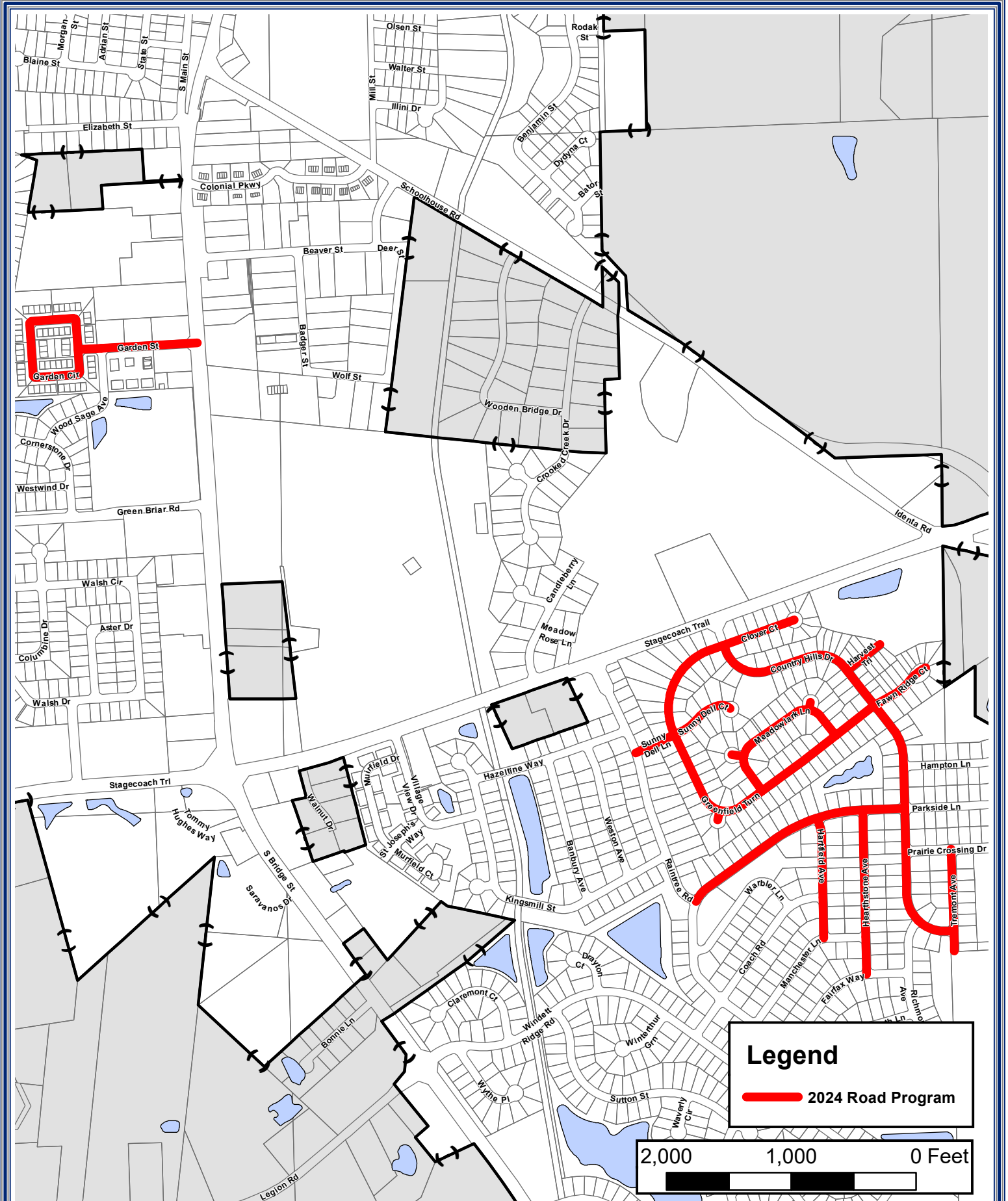
% BELOW/ABOVE ENGINEER'S ESTIMATE

-2.4%

-1.6%

2.4%

The highlighted cell contained an error and has been corrected with the right value.





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 #2

Tracking Number

PW 2024-24

### Agenda Item Summary Memo

**Title:** 2024 Asphalt Rejuvenation Program

**Meeting and Date:** City Council – March 26, 2024

**Synopsis:** 2024 Asphalt Rejuvenation Program – Recommendation of Award

#### Council Action Previously Taken:

Date of Action: PW – 3/19/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-24

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Contract Award

**Submitted by:** Brad Sanderson

Name

Engineering

Department

#### Agenda Item Notes:

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*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](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://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  
Jori Behland, City Clerk  
Rob Fredrickson, Finance Director

Date: February 27, 2024  
Subject: 2024 Asphalt Rejuvenation Program

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Bids were received, opened, and tabulated for work to be done on the 2024 Asphalt Rejuvenation Program at 10:05 a.m., February 26, 2024. Representatives from our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record.

There was only one bid that was submitted due to the limited number of Contractors that perform this work in the region. The low bidder Corrective Asphalt Materials, LLC has also performed asphalt rejuvenation work in the City before and the City has been very pleased with their quality of work. Therefore, we are recommending the acceptance of the Bid and approval of award be made to the low bidder, Corrective Asphalt Materials, LLC 300 Daniel Boone Trail South Roxana, IL 62087 in the total amount of **\$82,748.25**.

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

<b>BID SUMMARY</b> <b>2024 ASPHALT REJUVENATION PROJECT</b> <b>UNITED CITY OF YORKVILLE</b>		
<b>BID TABULATION</b> BIDS RECEIVED 10:05 A.M. 02/26/24	<b>ENGINEER'S ESTIMATE</b> 52 Wheeler Road Sugar Grove, IL 60554	<b>CORRECTIVE ASPHALT MATERIALS</b> 300 Daniel Boone Trail South Roxana, IL 62087
<b>TOTAL BID</b>	<b>\$88,406.25</b>	<b>\$82,748.25</b>
<b>BID BOND</b>	N/A	X
<b>SIGNED BID</b>	N/A	X



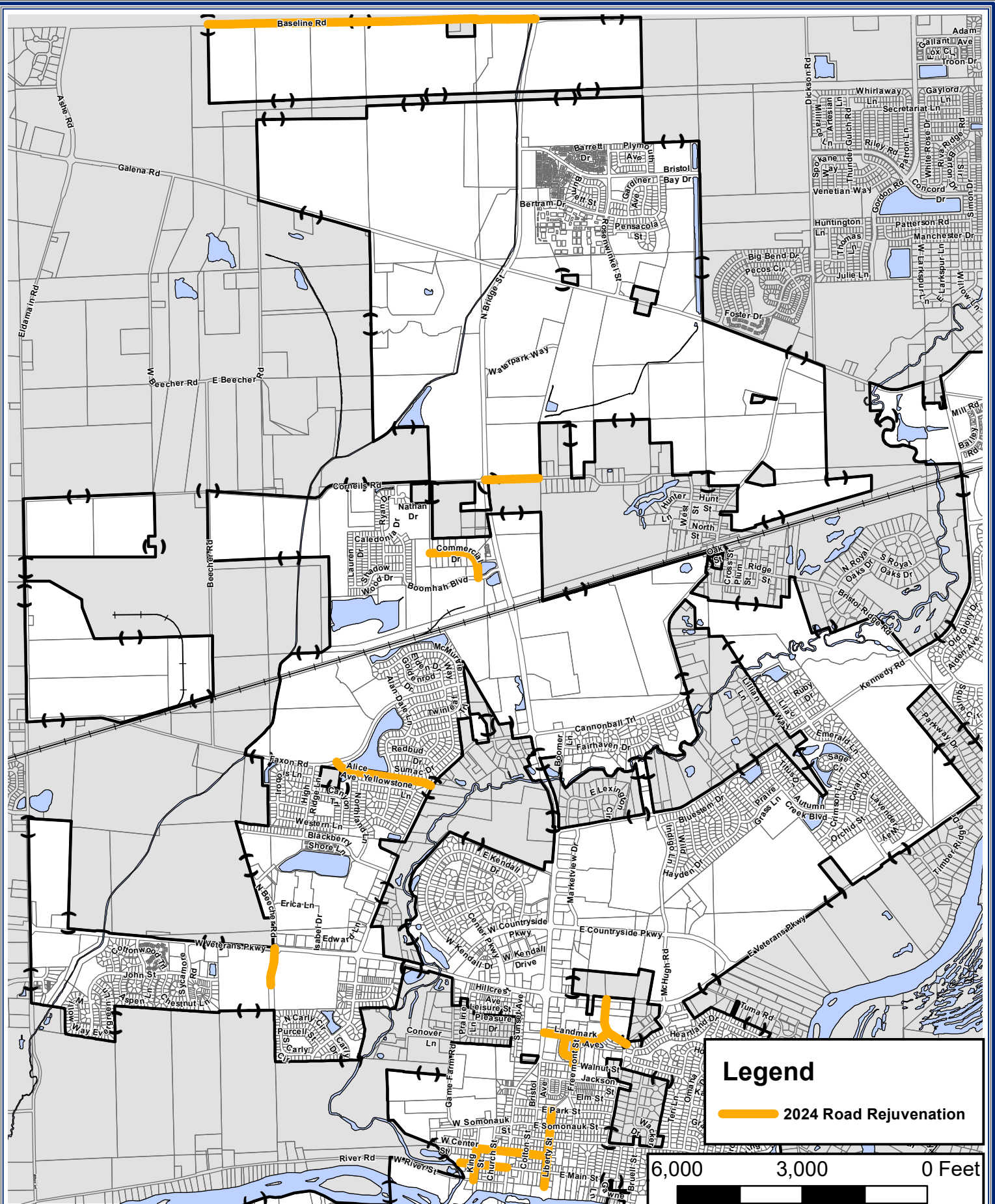


**BID TABULATION  
2024 ASPHALT REJUVENATION  
UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS RECD 2/26/2024		CORRECTIVE ASPHALT MATERIALS 300 Daniel Boone Trail South Roxana, IL 62087		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	EMULSIFIED MALTENE-BASED REJUVENATOR	SQ YD	70725.0	\$ 1.17	\$ 82,748.25	\$ 1.25	\$ 88,406.25
	<b>TOTAL</b>				<b>\$ 82,748.25</b>		<b>\$ 88,406.25</b>

% BELOW/ABOVE ENGINEER'S ESTIMATE

-6.4%



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



**United City of Yorkville**  
 651 Prairie Pointe Dr  
 Yorkville, IL 60560  
 630-553-4350

DATE: JANUARY 2024  
 PROJECT NO.: YO2337  
 BY: MJT  
 PATH: H:\GIS\PUBLIC\YORKVILLE\2023\  
 FILE: YO2337 Exhibit 2 Road Rejuvenation.MXD

**EXHIBIT 1 - ROAD REJUVENATION  
 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

Public Works Committee #3

Tracking Number

PW 2024-25

### Agenda Item Summary Memo

**Title:** 2024 Water Main Improvements – Contract A

**Meeting and Date:** City Council – March 26, 2024

**Synopsis:** 2024 Water Main Improvements Contract A – Recommendation to Award

#### Council Action Previously Taken:

Date of Action: PW – 3/19/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-25

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Contract Award

**Submitted by:** Brad Sanderson

Name

Engineering

Department

#### Agenda Item Notes:

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*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](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://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  
Jori Behland, City Clerk  
Rob Fredrickson, Finance Director

Date: March 11, 2024  
Subject: 2024 Water Main Improvements – Contract A

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Bids were received, opened and tabulated for work to be done on the 2024 Water Main Improvements – Contract A at 11:00 a.m., March 7, 2024. Representatives of contractors bidding the project, the City, 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, sidewalk, and roadway-related work. Water-related work consists of 91% of the work (\$2,108,270), with sidewalk 7% (\$160,587) and roadway 2% (\$43,430). 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, Conley Excavating, Inc., 1555 Gramercy Place, Morris, IL 60450, in the total amount of **\$2,312,286.15**.

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

<p style="text-align: center;"><b>BID SUMMARY</b>  <b>2024 WATER MAIN IMPROVEMENTS - CONTRACT A</b>  <b>UNITED CITY OF YORKVILLE</b></p>				
<p>BID TABULATION  BIDS RECEIVED 11:00 A.M. 03/07/2024</p>	<p><b>ENGINEER'S ESTIMATE</b>  52 Wheeler Road  Sugar Grove, IL 60554</p>	<p><b>H. Linden &amp; Sons Sewer and Water, Inc.</b>  722 E. South St., Unit D  Plano, IL-60545</p>	<p><b>J. Congdon Sewer Service, Inc.</b>  170-A Alexandra Way  Carol Stream, IL-60188</p>	<p><b>Winner Excavating, Inc.</b>  1211 Deer St  Yorkville, IL-60560</p>
<b>BASE BID TOTAL</b>	\$3,179,747.00	\$2,456,658.15	\$2,984,340.10	\$2,472,401.85
<b>BID BOND</b>		<b>X</b>	<b>X</b>	<b>X</b>
<b>SIGNED BID</b>		<b>X</b>	<b>X</b>	<b>X</b>
	<p><b>Conley Excavating, Inc.</b>  1555 Gramercy Pl  Morris, IL 60450</p>	<p><b>C. Szabo Contracting, Inc.</b>  331 Elliot Ave.  West Chicago, IL 60185</p>		
<b>BASE BID TOTAL</b>	\$2,312,286.15	\$2,657,364.65		
<b>BID BOND</b>	<b>X</b>	<b>X</b>		
<b>SIGNED BID</b>	<b>X</b>	<b>X</b>		



BID TABULATION 2024 WATER MAIN IMPROVEMENTS-CONTRACT A UNITED CITY OF YORKVILLE															
		BID TABULATION BIDS RECD 3/7/2024		Conley Excavating, Inc. 1555 Gramercy Pl Morris, IL 60450		H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545		Winninger Excavating, Inc. 1211 Deer St Yorkville, IL-60560		C. Szabo Contracting, Inc. 331 Elliot Ave. West Chicago, IL 60185		J. Congdon Sewer Service, Inc. 170-A Alexandra Way Carol Stream, IL-60188		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
1	TREE REMOVAL	UNIT	46	\$ 101.00	\$ 4,646.00	\$ 51.00	\$ 2,346.00	\$ 100.00	\$ 4,600.00	\$ 56.00	\$ 2,576.00	\$ 50.00	\$ 2,300.00	\$ 100.00	\$ 4,600.00
2	TREE ROOT PRUNING	EACH	15	\$ 150.00	\$ 2,250.00	\$ 110.00	\$ 1,650.00	\$ 150.00	\$ 2,250.00	\$ 250.00	\$ 3,750.00	\$ 200.00	\$ 3,000.00	\$ 225.00	\$ 3,375.00
3	CONNECTION TO EXISTING WATER MAIN, 16-INCH	EACH	3	\$ 5,720.00	\$ 17,160.00	\$ 10,000.00	\$ 30,000.00	\$ 12,000.00	\$ 36,000.00	\$ 5,830.50	\$ 17,491.50	\$ 10,000.00	\$ 30,000.00	\$ 10,000.00	\$ 30,000.00
4	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	1	\$ 4,700.00	\$ 4,700.00	\$ 6,000.00	\$ 6,000.00	\$ 9,000.00	\$ 9,000.00	\$ 4,737.50	\$ 4,737.50	\$ 8,000.00	\$ 8,000.00	\$ 8,500.00	\$ 8,500.00
5	CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	13	\$ 3,225.00	\$ 41,925.00	\$ 4,000.00	\$ 52,000.00	\$ 5,000.00	\$ 65,000.00	\$ 4,030.00	\$ 52,390.00	\$ 7,000.00	\$ 91,000.00	\$ 6,500.00	\$ 84,500.00
6	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	16	\$ 1,630.00	\$ 26,080.00	\$ 3,000.00	\$ 48,000.00	\$ 2,500.00	\$ 40,000.00	\$ 367.00	\$ 5,872.00	\$ 6,000.00	\$ 96,000.00	\$ 2,000.00	\$ 32,000.00
7	WATER MAIN, D.I.P, CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	LF	865	\$ 169.00	\$ 146,185.00	\$ 180.00	\$ 155,700.00	\$ 229.00	\$ 198,085.00	\$ 317.00	\$ 274,205.00	\$ 200.00	\$ 173,000.00	\$ 225.00	\$ 194,625.00
8	WATER MAIN, D.I.P, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	LF	3,865	\$ 117.00	\$ 452,205.00	\$ 140.00	\$ 541,100.00	\$ 145.00	\$ 560,425.00	\$ 234.50	\$ 906,342.50	\$ 175.00	\$ 676,375.00	\$ 195.00	\$ 753,675.00
9	DUCTILE IRON FITTINGS	LBS	4,220	\$ 12.00	\$ 50,640.00	\$ 14.00	\$ 59,080.00	\$ 0.01	\$ 42.20	\$ 1.00	\$ 4,220.00	\$ 0.01	\$ 42.20	\$ 14.00	\$ 59,080.00
10	WATER SERVICE CONNECTION, 1-INCH	EACH	40	\$ 2,505.00	\$ 100,200.00	\$ 2,000.00	\$ 80,000.00	\$ 3,000.00	\$ 120,000.00	\$ 2,540.50	\$ 101,620.00	\$ 4,000.00	\$ 160,000.00	\$ 2,500.00	\$ 100,000.00
11	WATER SERVICE PIPE, PEX, 1-INCH	LF	780	\$ 79.00	\$ 61,620.00	\$ 51.00	\$ 39,780.00	\$ 6.00	\$ 4,680.00	\$ 5.00	\$ 3,900.00	\$ 1.00	\$ 780.00	\$ 25.00	\$ 19,500.00
12	WATER SERVICE PIPE, PEX, 1-INCH (SPECIAL)	LF	730	\$ 32.25	\$ 23,542.50	\$ 51.00	\$ 37,230.00	\$ 65.00	\$ 47,450.00	\$ 5.00	\$ 3,650.00	\$ 1.00	\$ 730.00	\$ 35.00	\$ 25,550.00
13	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 12-INCH	EACH	4	\$ 8,230.00	\$ 32,920.00	\$ 7,000.00	\$ 28,000.00	\$ 11,000.00	\$ 44,000.00	\$ 9,016.00	\$ 36,064.00	\$ 5,000.00	\$ 20,000.00	\$ 11,000.00	\$ 44,000.00
14	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 8-INCH	EACH	13	\$ 6,140.00	\$ 79,820.00	\$ 5,000.00	\$ 65,000.00	\$ 6,000.00	\$ 78,000.00	\$ 6,977.00	\$ 90,701.00	\$ 4,500.00	\$ 58,500.00	\$ 8,500.00	\$ 110,500.00
15	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	10	\$ 7,920.00	\$ 79,200.00	\$ 8,000.00	\$ 80,000.00	\$ 11,000.00	\$ 110,000.00	\$ 8,680.00	\$ 86,800.00	\$ 8,000.00	\$ 80,000.00	\$ 10,000.00	\$ 100,000.00
16	FIRE HYDRANT TO BE REMOVED	EACH	5	\$ 1,000.00	\$ 5,000.00	\$ 500.00	\$ 2,500.00	\$ 1,000.00	\$ 5,000.00	\$ 796.50	\$ 3,982.50	\$ 350.00	\$ 1,750.00	\$ 1,000.00	\$ 5,000.00
17	VALVE VAULT TO BE ABANDONED	EACH	11	\$ 800.00	\$ 8,800.00	\$ 300.00	\$ 3,300.00	\$ 750.00	\$ 8,250.00	\$ 795.50	\$ 8,750.50	\$ 325.00	\$ 3,575.00	\$ 650.00	\$ 7,150.00
18	VALVE BOX TO BE ABANDONED	EACH	6	\$ 300.00	\$ 1,800.00	\$ 50.00	\$ 300.00	\$ 100.00	\$ 600.00	\$ 150.00	\$ 900.00	\$ 50.00	\$ 300.00	\$ 300.00	\$ 1,800.00
19	WATER MAIN PROTECTION, 16-INCH PVC	LF	66	\$ 110.00	\$ 7,260.00	\$ 225.00	\$ 14,850.00	\$ 90.00	\$ 5,940.00	\$ 110.50	\$ 7,293.00	\$ 50.00	\$ 3,300.00	\$ 150.00	\$ 9,900.00
20	WATER MAIN PROTECTION, 18-INCH PVC	LF	21	\$ 128.00	\$ 2,688.00	\$ 250.00	\$ 5,250.00	\$ 110.00	\$ 2,310.00	\$ 187.50	\$ 3,937.50	\$ 60.00	\$ 1,260.00	\$ 165.00	\$ 3,465.00
21	STORM SEWER REMOVAL AND REPLACEMENT, 12-INCH, RCP	LF	280	\$ 125.50	\$ 35,140.00	\$ 142.00	\$ 39,760.00	\$ 65.00	\$ 18,200.00	\$ 103.00	\$ 28,840.00	\$ 95.00	\$ 26,600.00	\$ 95.00	\$ 26,600.00
22	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	EACH	20	\$ 725.00	\$ 14,500.00	\$ 100.00	\$ 2,000.00	\$ 750.00	\$ 15,000.00	\$ 301.00	\$ 6,020.00	\$ 400.00	\$ 8,000.00	\$ 1,500.00	\$ 30,000.00
23	SERVICE BOX COVER (SPECIAL)	EACH	6	\$ 400.00	\$ 2,400.00	\$ 500.00	\$ 3,000.00	\$ 300.00	\$ 1,800.00	\$ 150.00	\$ 900.00	\$ 300.00	\$ 1,800.00	\$ 500.00	\$ 3,000.00
24	SANITARY MANHOLE TO BE ADJUSTED	EACH	16	\$ 1,600.00	\$ 25,600.00	\$ 2,000.00	\$ 32,000.00	\$ 1,100.00	\$ 17,600.00	\$ 1,685.00	\$ 26,960.00	\$ 1,040.00	\$ 16,640.00	\$ 1,300.00	\$ 20,800.00
25	MANHOLE TO BE ADJUSTED	EACH	25	\$ 600.00	\$ 15,000.00	\$ 500.00	\$ 12,500.00	\$ 750.00	\$ 18,750.00	\$ 1,460.00	\$ 36,500.00	\$ 920.00	\$ 23,000.00	\$ 900.00	\$ 22,500.00
26	INLET TO BE ADJUSTED	EACH	5	\$ 600.00	\$ 3,000.00	\$ 500.00	\$ 2,500.00	\$ 750.00	\$ 3,750.00	\$ 693.50	\$ 3,467.50	\$ 890.00	\$ 4,450.00	\$ 800.00	\$ 4,000.00
27	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TON	50	\$ 30.00	\$ 1,500.00	\$ 60.00	\$ 3,000.00	\$ 60.00	\$ 3,000.00	\$ 53.00	\$ 2,650.00	\$ 50.00	\$ 2,500.00	\$ 75.00	\$ 3,750.00
28	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	CY	50	\$ 30.00	\$ 1,500.00	\$ 70.00	\$ 3,500.00	\$ 60.00	\$ 3,000.00	\$ 63.00	\$ 3,150.00	\$ 50.00	\$ 2,500.00	\$ 75.00	\$ 3,750.00
29	FOUNDATION MATERIAL	CY	150	\$ 40.00	\$ 6,000.00	\$ 1.00	\$ 150.00	\$ 0.01	\$ 1.50	\$ 23.00	\$ 3,450.00	\$ 40.00	\$ 6,000.00	\$ 65.00	\$ 9,750.00
30	EXPLORATORY EXCAVATION	EACH	5	\$ 750.00	\$ 3,750.00	\$ 450.00	\$ 2,250.00	\$ 750.00	\$ 3,750.00	\$ 300.00	\$ 1,500.00	\$ 400.00	\$ 2,000.00	\$ 1,000.00	\$ 5,000.00

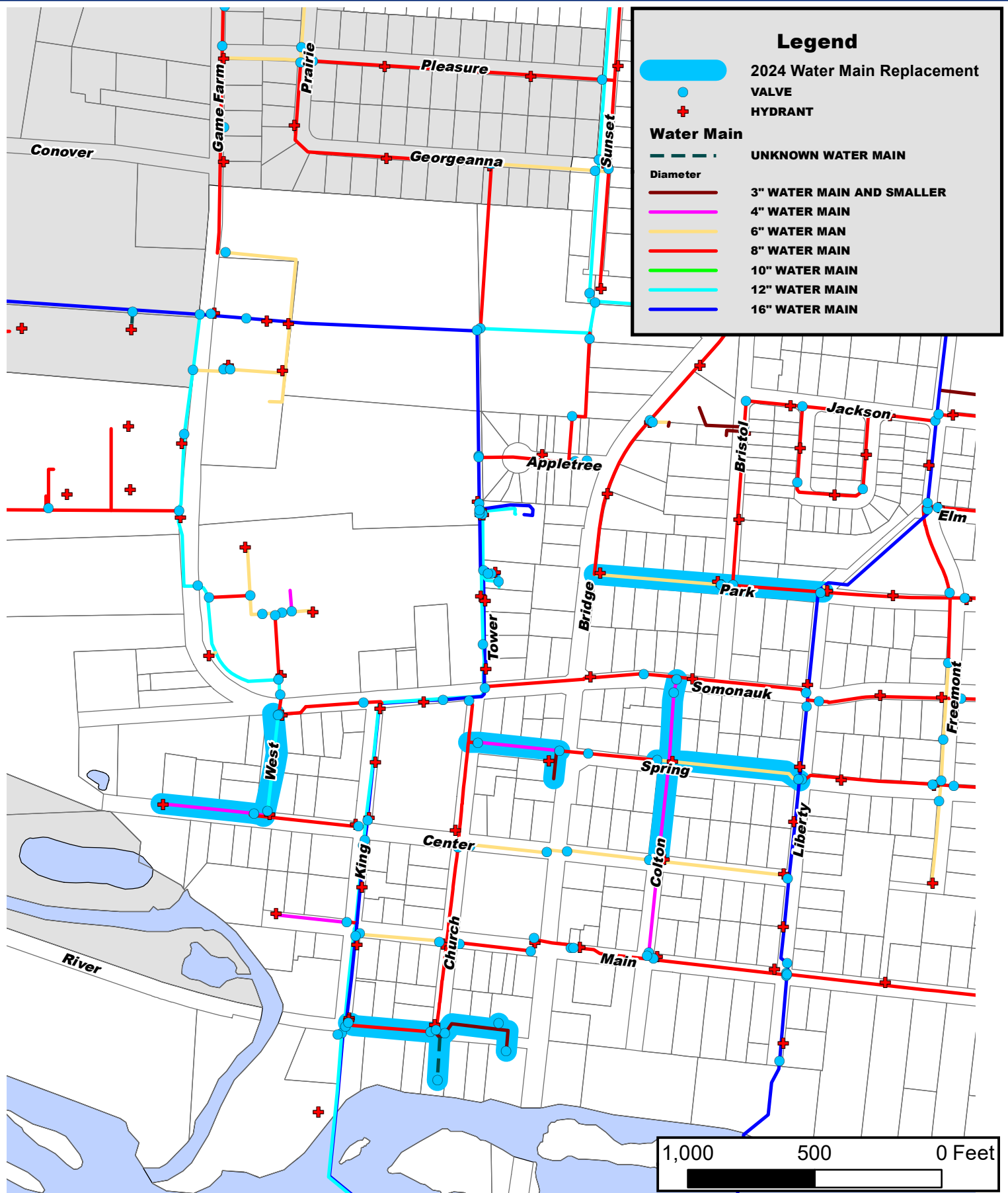


BID TABULATION 2024 WATER MAIN IMPROVEMENTS-CONTRACT A UNITED CITY OF YORKVILLE															
		BID TABULATION BIDS RECD 3/7/2024		Conley Excavating, Inc. 1555 Gramercy Pl Morris, IL 60450		H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545		Winninger Excavating, Inc. 1211 Deer St Yorkville, IL-60560		C. Szabo Contracting, Inc. 331 Elliot Ave. West Chicago, IL 60185		J. Congdon Sewer Service, Inc. 170-A Alexandra Way Carol Stream, IL-60188		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
31	GRADING AND SHAPING DITCHES	LF	400	\$ 31.25	\$ 12,500.00	\$ 10.00	\$ 4,000.00	\$ 20.00	\$ 8,000.00	\$ 21.00	\$ 8,400.00	\$ 12.00	\$ 4,800.00	\$ 50.00	\$ 20,000.00
32	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL	SF	8,760	\$ 2.50	\$ 21,900.00	\$ 2.00	\$ 17,520.00	\$ 3.00	\$ 26,280.00	\$ 3.00	\$ 26,280.00	\$ 2.00	\$ 17,520.00	\$ 5.00	\$ 43,800.00
33	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SF	11,030	\$ 10.50	\$ 115,815.00	\$ 10.00	\$ 110,300.00	\$ 12.00	\$ 132,360.00	\$ 9.50	\$ 104,785.00	\$ 8.00	\$ 88,240.00	\$ 40.00	\$ 441,200.00
34	DETECTABLE WARNING	SF	258	\$ 50.00	\$ 12,900.00	\$ 44.00	\$ 11,352.00	\$ 45.00	\$ 11,610.00	\$ 40.00	\$ 10,320.00	\$ 35.00	\$ 9,030.00	\$ 60.00	\$ 15,480.00
35	PORTLAND CEMENT CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SY	28	\$ 161.00	\$ 4,508.00	\$ 140.00	\$ 3,920.00	\$ 350.00	\$ 9,800.00	\$ 136.00	\$ 3,808.00	\$ 180.00	\$ 5,040.00	\$ 150.00	\$ 4,200.00
36	PORTLAND CEMENT CONCRETE SIDE CURB	LF	12	\$ 46.00	\$ 552.00	\$ 46.00	\$ 552.00	\$ 85.00	\$ 1,020.00	\$ 48.50	\$ 582.00	\$ 100.00	\$ 1,200.00	\$ 100.00	\$ 1,200.00
37	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	308	\$ 60.00	\$ 18,480.00	\$ 60.00	\$ 18,480.00	\$ 75.00	\$ 23,100.00	\$ 56.50	\$ 17,402.00	\$ 50.00	\$ 15,400.00	\$ 55.00	\$ 16,940.00
38	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	767	\$ 3.00	\$ 2,301.00	\$ 4.00	\$ 3,068.00	\$ 2.00	\$ 1,534.00	\$ 7.50	\$ 5,752.50	\$ 2.00	\$ 1,534.00	\$ 10.00	\$ 7,670.00
39	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CY	790	\$ 40.00	\$ 31,600.00	\$ 35.00	\$ 27,650.00	\$ 15.00	\$ 11,850.00	\$ 63.00	\$ 49,770.00	\$ 35.00	\$ 27,650.00	\$ 5.00	\$ 3,950.00
40	AGGREGATE SUBGRADE IMPROVEMENT	CY	790	\$ 50.00	\$ 39,500.00	\$ 35.00	\$ 27,650.00	\$ 30.00	\$ 23,700.00	\$ 60.50	\$ 47,795.00	\$ 32.00	\$ 25,280.00	\$ 35.00	\$ 27,650.00
41	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL	SY	253	\$ 25.00	\$ 6,325.00	\$ 10.00	\$ 2,530.00	\$ 20.00	\$ 5,060.00	\$ 40.50	\$ 10,246.50	\$ 18.00	\$ 4,554.00	\$ 20.00	\$ 5,060.00
42	PORTLAND CEMENT CONCRETE DRIVEWAY, 6"	SY	253	\$ 117.00	\$ 29,601.00	\$ 110.00	\$ 27,830.00	\$ 125.00	\$ 31,625.00	\$ 106.00	\$ 26,818.00	\$ 81.00	\$ 20,493.00	\$ 120.00	\$ 30,360.00
43	HOT-MIX ASPHALT DRIVEWAY REMOVAL	SY	380	\$ 15.00	\$ 5,700.00	\$ 10.00	\$ 3,800.00	\$ 18.00	\$ 6,840.00	\$ 36.00	\$ 13,680.00	\$ 3.00	\$ 1,140.00	\$ 15.00	\$ 5,700.00
44	HOT-MIX ASPHALT DRIVEWAY, 3"	SY	380	\$ 45.00	\$ 17,100.00	\$ 44.00	\$ 16,720.00	\$ 49.00	\$ 18,620.00	\$ 41.00	\$ 15,580.00	\$ 41.00	\$ 15,580.00	\$ 40.00	\$ 15,200.00
45	AGGREGATE DRIVEWAY REMOVAL AND REPLACEMENT	SY	180	\$ 35.00	\$ 6,300.00	\$ 20.00	\$ 3,600.00	\$ 44.00	\$ 7,920.00	\$ 15.00	\$ 2,700.00	\$ 20.00	\$ 3,600.00	\$ 25.00	\$ 4,500.00
46	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	520	\$ 11.00	\$ 5,720.00	\$ 11.00	\$ 5,720.00	\$ 12.00	\$ 6,240.00	\$ 10.00	\$ 5,200.00	\$ 10.00	\$ 5,200.00	\$ 10.00	\$ 5,200.00
47	HOT-MIX ASPHALT PAVEMENT REMOVAL - FULL DEPTH WATER MAIN TRENCH	SY	3,720	\$ 8.00	\$ 29,760.00	\$ 2.00	\$ 7,440.00	\$ 2.00	\$ 7,440.00	\$ 2.00	\$ 7,440.00	\$ 1.70	\$ 6,324.00	\$ 8.00	\$ 29,760.00
48	HOT-MIX ASPHALT SURFACE REMOVAL - 1.5"	SY	5,173	\$ 3.00	\$ 15,519.00	\$ 3.00	\$ 15,519.00	\$ 3.00	\$ 15,519.00	\$ 3.00	\$ 15,519.00	\$ 2.75	\$ 14,225.75	\$ 4.00	\$ 20,692.00
49	HOT-MIX ASPHALT SURFACE REMOVAL - 3.0"	SY	6,380	\$ 4.00	\$ 25,520.00	\$ 4.00	\$ 25,520.00	\$ 4.00	\$ 25,520.00	\$ 3.50	\$ 22,330.00	\$ 3.50	\$ 22,330.00	\$ 5.00	\$ 31,900.00
50	HOT-MIX ASPHALT SURFACE REMOVAL - 4.0"	SY	3,780	\$ 4.50	\$ 17,010.00	\$ 5.00	\$ 18,900.00	\$ 5.00	\$ 18,900.00	\$ 4.00	\$ 15,120.00	\$ 4.15	\$ 15,687.00	\$ 7.00	\$ 26,460.00
51	ROADWAY EDGE SEALING	LF	3,845	\$ 1.50	\$ 5,767.50	\$ 2.00	\$ 7,690.00	\$ 1.20	\$ 4,614.00	\$ 1.00	\$ 3,845.00	\$ 1.20	\$ 4,614.00	\$ 5.00	\$ 19,225.00
52	BITUMINOUS MATERIALS (TACK COAT)	LBS	10,615	\$ 0.01	\$ 106.15	\$ 0.01	\$ 106.15	\$ 0.01	\$ 106.15	\$ 0.01	\$ 106.15	\$ 0.01	\$ 106.15	\$ 1.00	\$ 10,615.00
53	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50, 1.5"	TON	580	\$ 108.00	\$ 62,640.00	\$ 110.00	\$ 63,800.00	\$ 115.00	\$ 66,700.00	\$ 98.00	\$ 56,840.00	\$ 98.00	\$ 56,840.00	\$ 105.00	\$ 60,900.00
54	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50, 2.5"	TON	560	\$ 104.50	\$ 58,520.00	\$ 106.00	\$ 59,360.00	\$ 112.00	\$ 62,720.00	\$ 95.00	\$ 53,200.00	\$ 95.00	\$ 53,200.00	\$ 105.00	\$ 58,800.00
55	HOT-MIX ASPHALT SURFACE COURSE, MIX 'D', N50, 1.5"	TON	1,450	\$ 104.50	\$ 151,525.00	\$ 104.00	\$ 150,800.00	\$ 112.00	\$ 162,400.00	\$ 95.00	\$ 137,750.00	\$ 95.00	\$ 137,750.00	\$ 110.00	\$ 159,500.00
56	TEMPORARY HMA PATCHING, 2"	SY	3,700	\$ 31.00	\$ 114,700.00	\$ 30.00	\$ 111,000.00	\$ 10.00	\$ 37,000.00	\$ 14.00	\$ 51,800.00	\$ 28.00	\$ 103,600.00	\$ 25.00	\$ 92,500.00
57	PARTIAL DEPTH PATCHING (SPECIAL), 4"	SY	767	\$ 55.00	\$ 42,185.00	\$ 55.00	\$ 42,185.00	\$ 70.00	\$ 53,690.00	\$ 50.00	\$ 38,350.00	\$ 50.00	\$ 38,350.00	\$ 45.00	\$ 34,515.00
58	MAILBOX TO BE REMOVED AND RESET	EACH	12	\$ 350.00	\$ 4,200.00	\$ 200.00	\$ 2,400.00	\$ 250.00	\$ 3,000.00	\$ 125.00	\$ 1,500.00	\$ 200.00	\$ 2,400.00	\$ 500.00	\$ 6,000.00
59	SIGN TO BE REMOVED AND RESET	EACH	4	\$ 400.00	\$ 1,600.00	\$ 100.00	\$ 400.00	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00	\$ 350.00	\$ 1,400.00
60	INLET PROTECTION	EACH	25	\$ 200.00	\$ 5,000.00	\$ 180.00	\$ 4,500.00	\$ 150.00	\$ 3,750.00	\$ 210.00	\$ 5,250.00	\$ 50.00	\$ 1,250.00	\$ 100.00	\$ 2,500.00



BID TABULATION 2024 WATER MAIN IMPROVEMENTS-CONTRACT A UNITED CITY OF YORKVILLE															
		BID TABULATION BIDS RECD 3/7/2024		Conley Excavating, Inc. 1555 Gramercy Pl Morris, IL 60450		H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545		Winnering Excavating, Inc. 1211 Deer St Yorkville, IL-60560		C. Szabo Contracting, Inc. 331 Elliot Ave. West Chicago, IL 60185		J. Congdon Sewer Service, Inc. 170-A Alexandra Way Carol Stream, IL-60188		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
61	RESTORATION	SY	8,700	\$ 11.00	\$ 95,700.00	\$ 8.00	\$ 69,600.00	\$ 10.00	\$ 87,000.00	\$ 12.25	\$ 106,575.00	\$ 10.00	\$ 87,000.00	\$ 15.00	\$ 130,500.00
62	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 14,200.00	\$ 14,200.00	\$ 10,000.00	\$ 10,000.00	\$ 17,000.00	\$ 17,000.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
63	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 50,500.00	\$ 50,500.00	\$ 200,000.00	\$ 200,000.00	\$ 124,000.00	\$ 124,000.00	\$ 27,000.00	\$ 27,000.00	\$ 650,000.00	\$ 650,000.00	\$ 75,000.00	\$ 75,000.00
64	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
	BASE BID TOTAL				\$ 2,312,286.15		\$ 2,456,658.15		\$ 2,472,401.85		\$ 2,657,364.65		\$ 2,984,340.10		\$ 3,179,747.00
	CORRECTED NUMBERS FROM BID														





# Engineering Enterprises, Inc.

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

DATE: MAY 2023  
PROJECT NO.: YO2314  
BY: MJT  
PATH: H:\GIS\PUBLIC\YORKVILLE\2023\  
FILE: YO2314\_2024 Water Main Replacement Contract A.MXD

## 2024 WATER MAIN REPLACEMENT - CONTRACT A





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

Agenda Item Number

Public Works Committee #4

Tracking Number

PW 2024-29

### Agenda Item Summary Memo

**Title:** 2024 EEI Rate Request

**Meeting and Date:** City Council – March 26, 2024

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

### Council Action Previously Taken:

Date of Action: PW – 3/19/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-29

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Bart Olson

Name

Administration

Department

### Agenda Item Notes:

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*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](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://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: Public Works Committee  
From: Bart Olson, City Administrator  
CC:  
Date: March 14, 2024  
Subject: EEI Rate Request

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## **Summary**

Consideration of a request from EEI to increase standard hourly rates for employees under the City's base contract and any supplemental contracts.

## **Background**

This item was last discussed by the City Council in March 2023, when the City Council approved EEI's hourly rate request covering a change in rates between 2022 and 2023. EEI has proposed a 2024 rate increase request, which is attached to this memo. In general, EEI is requesting a ~3.8% per hour inflationary type increases for each classification.

These hourly rates are used as the unit price for supplemental engineering contracts but are also used in the City's base contract.

## **Recommendation**

Staff recommends approval of the 2024 EEI rate request.

# ENGINEERING ENTERPRISES, INC.

## STANDARD SCHEDULE(S) OF CHARGES

<u>Classification / Designation</u>	<u>Approved 2019 Rates</u>	<u>Approved 2021 Rates</u>	<u>Approved 2022 Rates</u>	<u>Approved 2023 Rates</u>	<u>Proposed 2024 Rates</u>	<u>% Change Approved 2023 to Proposed 2024</u>
E-4	\$ 208	\$ 217	\$ 228	\$ 239	\$ 246	2.9%
E-3	\$ 203	\$ 212	\$ 223	\$ 234	\$ 241	3.0%
E-2	\$ 197	\$ 206	\$ 216	\$ 227	\$ 234	3.1%
E-1	\$ 178	\$ 185	\$ 194	\$ 204	\$ 210	2.9%
P-6	\$ 165	\$ 174	\$ 183	\$ 192	\$ 200	4.2%
P-5	\$ 153	\$ 162	\$ 170	\$ 179	\$ 186	3.9%
P-4	\$ 141	\$ 147	\$ 154	\$ 162	\$ 168	3.7%
P-3	\$ 129	\$ 135	\$ 142	\$ 149	\$ 155	4.0%
P-2	\$ 117	\$ 123	\$ 129	\$ 135	\$ 140	3.7%
P-1	\$ 106	\$ 110	\$ 116	\$ 122	\$ 127	4.1%
T-6	\$ 153	\$ 158	\$ 159	\$ 167	\$ 175	4.8%
T-5	\$ 141	\$ 147	\$ 149	\$ 156	\$ 164	5.1%
T-4	\$ 129	\$ 135	\$ 139	\$ 146	\$ 153	4.8%
T-3	\$ 117	\$ 123	\$ 129	\$ 135	\$ 140	3.7%
T-2	\$ 106	\$ 110	\$ 116	\$ 122	\$ 127	4.1%
T-1	\$ 93	\$ 97	\$ 102	\$ 107	\$ 111	3.7%
G-2	N / A	N / A	N / A	N / A	\$ 125	N / A
G-1	\$ 75	\$ 100	\$ 105	\$ 110	\$ 114	3.6%
I-1	\$ 84	\$ 79	\$ 79	\$ 79	\$ 82	3.8%
A-4	N / A	N / A	N / A	N / A	\$ 77	N / A
A-3	\$ 70	\$ 70	\$ 70	\$ 70	\$ 72	2.9%
Average % Change						3.8%



January 22, 2024

Mr. Bart Olson  
City Administrator  
United City of Yorkville  
651 Prairie Pointe Drive  
Yorkville, IL 60560

**Re: Proposed Changes in Hourly Rates and Expenses**

Dear Mr. Olson:

This letter is to submit our request for changes in rates of compensation effective as soon as practical per our agreement.

The requested changes are in the hourly rates for various classifications of employees per our enclosed Standard Schedule of Charges (SSC) dated January 1, 2024. Please note that we are requesting an aggregate increase of approximately 3.9%. Also enclosed is our current summary of Personnel, Positions and Classifications to cross-reference with the hourly rates for the individuals to whom they apply.

We believe that we have excellent personnel whom we have been able to retain through our continued investment in salary, benefits, education, equipment and facilities. We also believe that they provide exceptional value to our clients.

We hope that you will honor our request so that we can continue to provide the high level of service that you expect and deserve. Please let me know if you have any questions or concerns regarding the request.

Respectfully yours,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in dark ink, appearing to read 'B. Sanderson', written over a horizontal line.

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

BPS/ars  
Enclosures

pc: Ms. Erin Willrett, Assistant City Administrator  
DMT, EEI

\\Milkyway\\EEI\_Storage\\Docs\\Public\\Yorkville\\2023\\YO2300-C General\\Docs\\cofyo - rate change - 2024.docx



# Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

## VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 20.00
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		\$ 225.00
Expert Testimony		\$ 275.00



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

Agenda Item Number

Public Works Committee #5

Tracking Number

PW 2024-30

### Agenda Item Summary Memo

**Title:** Rob Roy Drainage Ditch Additional Work

**Meeting and Date:** City Council – March 26, 2024

**Synopsis:** Proposed to remove certain stumps along the entire length of the project

### Council Action Previously Taken:

Date of Action: PW – 3/19/24 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2024-30

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

**Council Action Requested:** Approval

**Submitted by:** Eric Dhuse

Name

Public Works

Department

### Agenda Item Notes:

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*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](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://www.facebook.com/CityofYorkville), tweet us at [@CityofYorkville](https://twitter.com/CityofYorkville), and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>*



# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, City Administrator  
Date: March 12, 2024  
Subject: Rob Roy Drainage District Additional Work

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## **Summary**

The Rob Roy Drainage District is proposing the removal of certain stumps along the Rob Roy Drainage Ditch. Staff has reached out to Homer Tree Service to secure a quote for this proposed work. the quote for this work is \$50,000

## **Background**

Now that initial contract work is well underway, it is apparent that there are many stumps that can be removed without causing any erosion or stabilization issues throughout the project. We would NOT be looking to remove any stumps in the ditch itself, or within 10' of the top of the ditch. We would only remove those stumps that are on the "back slope" of the ditch between the farm fields and the top of the ditch. I have attached photos that show the areas where stumps can be ground.

To ensure that the contractor knows exactly what we are looking for, I will meet with them and drive the entire length of the project with them to make sure they fully understand what we are looking for.

The original contract was for \$180,500 and the additional north branch work was \$58,000 for a total of \$230,500 leaving a balance of \$261,500 of the original \$500,000 or ARPA money that was granted from Kendall County. With this additional work proposed at \$50,000 it would bring the total to \$280,500 leaving a balance of \$219,500 for any additional work that can be performed before the December 31, 2024, deadline.

## **Recommendation**

Staff recommends to award Homer Tree Service, Inc. of Lockport, IL in the amount of \$50,000 for additional work as described in the quote and this memo. Since this is a sole source quote, a supermajority vote is required.

















February 21, 2024

United City of Yorkville  
Attn: Eric Dhuse

**ROB ROY CREEK – STUMP GRINDING – YORKVILLE, IL**

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

**Scope of Work:**

Grind stumps remaining from current tree clearing project. No work is figured within 10' of existing ditch. Scope of work does not include the added "arm" or anything north of Corneals. Stumps on steep embankments to remain.

**Debris Removal:**

NA – no debris removal

**Stump Removal:**

Stumps 4" in diameter and greater will be removed by the stump grinding process unless in contact with obstruction or inaccessible with a Rayco 360 track mounted stump grinder. Stump grindings and brush clippings to remain.

**Mobilization:**

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

**Terms & Conditions:**

**Terms: net 30: zero % retention. Pricing is valid for 90 days and is based on current fuel rates. A fuel surcharge may become applicable. If trees are to be felled prior to 03/2024 Endangered Bat Deadline then NTP is required prior to 2/15/24 in order to guarantee completion by deadline.**

**Ownership:**

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

**Additional Work:**

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

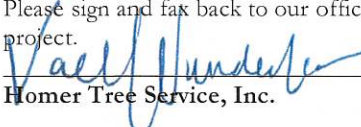
**Exclusions:**

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

**BID PROPOSAL -----\$50,000.00**

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

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

  
Homer Tree Service, Inc.

Accepted By: \_\_\_\_\_

Estimate provided by: Scott Reposh

16464 W. 143<sup>rd</sup> Street Lockport, IL 60441 Phone: 815-512-7017 Fax: 815-838-6027



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

Agenda Item Number

Administration Committee #1

Tracking Number

ADM 2024-12

### Agenda Item Summary Memo

**Title:** Fiscal Year 2025 Insurance Renewals

**Meeting and Date:** City Council – March 26, 2024

**Synopsis:** Please see attached

### Council Action Previously Taken:

Date of Action: ADM – 3/20/24 Action Taken: Moved forward to City Council agenda.

Item Number: ADM 2024-12

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Rob Fredrickson

Name

Finance

Department

### Agenda Item Notes:

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*Have a question or comment about this agenda item?*

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# Memorandum

To: Administration Committee  
From: Rob Fredrickson, Finance Director  
Date: March 13, 2024  
Subject: Fiscal Year 2025 Insurance Renewals

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## **Summary**

Review of options related to Fiscal Year 2025 health, dental, vision and life insurance renewals.

## **Background**

After three successive fiscal years of reductions (-0.09% in FY 20; -6.28% in FY 21; and -4.66% in FY 22), Blue Cross Blue Shield (BCBS) health insurance premiums increased by 6.42% and 2.66% in FY 23 and FY 24 (current fiscal year), respectively. For the upcoming fiscal year (FY 25), as shown on pages 4 and 5 of Alliant's Benefits Renewal Analysis (Exhibit A), initial quotes from BCBS came in at a 9.95% (+\$172,618) increase. The primary driver for this increase was the most recent 12-month loss ratio from the City's PPO Plan, which came in at 121.4% (meaning for every \$1 in premium received, BCBS paid out \$1.21 in claims); although this was mitigated to some extent by the HMO Plan loss ratio of 47.1%. Nonetheless, after further discussions with BCBS, Alliant was able to negotiate that down by \$57,221 to a 6.65% (+\$115,397) increase, without any changes to benefits. Moreover, the health insurance renewal would further decrease by an additional 1.6% (-\$27,748) should the City decide to continue with BCBS as its dental, vision (Dearborn National) and life insurance carrier.

As for other health insurance renewal options, Alliant does present an alternative quote from BCBS (pages 4 and 5) which shows premiums declining by 2.94% (-\$50,997). However, this alternative BCBS plan would offer diminished benefits, including increases in co-pays for office, emergency/urgent care visits, inpatient hospital stays and deductible maximums for both employee and family coverages. Alliant also solicited proposals from three other carriers (pages 6 and 7), resulting in an uncompetitive quote from United Healthcare (UHC); and Aetna and Cigna declining to respond. Employee contributions, for both union and non-union employees, are shown on Exhibit B at the current contribution rates of 10.5% (HMO) and 12.5% (PPO), respectively, depending on coverage.

On the dental side, quotes from BCBS (current provider), Aetna, Unum, UHC and Guardian are presented on pages 8 and 9. BCBS initially quoted a 15.0% (+\$21,266) increase, but Alliant was able to negotiate them down to a 9.0% (+\$12,759) increase. Guardian gave a competitive quote, although with diminished benefits, which would result in a reduction of premiums by \$17,014 (-12.00%). However, the 1.6% bundling discount in health insurance premiums by staying with BCBS dental/vision/life, valued at an estimated \$27,748, negates any savings that would result from switching dental carriers.

Rates for the City's current vision insurance provider, Dearborn National (BCBS), remain unchanged from FY 24, and will continue to remain frozen until the end of FY 2025 (pages 10 and 11). Guardian, VSP, Standard and UHC all gave competitive quotes, which would result in nominal savings. Quotes for life insurance (page 12) yielded similar results, with BCBS (current provider) freezing their current rates through FYE 2025, with Standard and Guardian offering competitive quotes with minor savings.

Similar to dental above, any savings by switching carriers would be eclipsed by a reduction in health insurance premiums by staying with BCBS, which leaves the City better off with a net positive of approximately \$6,500 (bundling discount of \$27,748 netted against the combined savings from low-cost, alternate dental, vision and life insurance carriers of \$21,238).

### **Recommendation**

Staff recommends retaining Blue Cross Blue Shield (BCBS) as the City health insurance carrier, as its quote was extremely competitive without any reductions in existing benefits. Moreover, staff recommends non-union employee contributions remain at 10.5% (HMO) and 12.5% (PPO), as shown in Exhibit B, for the upcoming fiscal year (assuming a proof of physical is provided annually / union employee contribution rates are set by contract).

For dental insurance, staff recommends staying with BCBS, as the premium increase of \$12,759 is more than offset by the 1.6% bundling discount in health insurance premiums, and to avoid any network disruptions for employees.

As for the City's vision and life insurance plans, staff proposes to remain with Dearborn National (BCBS), in order to take advantage of the bundling discount in health insurance premiums (as noted above and on the preceding page), and to avoid any network disruptions for employees.

# United City of Yorkville

## Summary of Current Coverages

### May 1, 2024 Renewal Date

Coverage	Carrier	Policy Number	Renewal Date
Medical	BCBSIL	210681	5/1/2024
Dental	BCBSIL	092465	5/1/2024
Vision	BCBSIL/Dearborn	F015083	5/1/2025
Basic Life/AD&D	BCBSIL/Dearborn	092465	5/1/2025
Vol Life/AD&D	BCBSIL/Dearborn	092465	5/1/2025



# United City of Yorkville

## Markets Approached

### May 1, 2024 Renewal Date

Medical		
Current Carrier	Status	Disposition
BCBSIL	Renewal Received	Initial Increase-9.95%; Negotiated Increase: 6.06%
Alternate Carriers		
Aetna	Declined to Quote	Not Competitive
Cigna	Declined to Quote	Not Competitive
UHC	Quote Received	Presented

Dental		
Current Carrier	Status	
BCBSIL	Renewal Received	Initial Increase: 15%; Negotiated Increase-9%
Alternate Carriers		
Aetna	Declined to Quote	Not Competitive
Cigna	Declined to Quote	Not Competitive
Principal	Declined to Quote	Not Competitive
Guardian	Quote Received	Presented
Standard	Quote Received	Presented
UHC	Quote Received	Presented
Unum	Declined to Quote	Not Competitive

Vision		
Current Carrier	Status	Disposition
BCBSIL	Renewal Received	Rate Pass: Guaranteed until 2025
Alternate Carriers		
Aetna	Declined to Quote	Not Competitive
Cigna	Declined to Quote	Not Competitive
EyeMed	Quote Received	Presented
Principal	Declined to Quote	Not Competitive
Guardian	Quote Received	Presented
Standard	Quote Received	Presented
UHC	Quote Received	Presented
Unum	Declined to Quote	Not Competitive
VSP	Quote Received	Presented

Basic Life and AD&D		
Current Carrier	Status	Disposition
BCBSIL	Renewal Received	Rate Pass: Guaranteed until 2025
Alternate Carriers		
Guardian	Quote Received	Presented
Hartford	Declined to Quote	Not Competitive
NY Life	Quote Received	Presented
Principal	Declined to Quote	Not Competitive
Standard	Quote Received	Presented
Unum	Declined to Quote	Not Competitive
UHC	Quote Received	Presented

# United City of Yorkville

## Markets Approached

### May 1, 2024 Renewal Date

Voluntary Life and AD&D		
Current Carrier	Status	Disposition
BCBSIL	Renewal Received	Rate Pass: Guaranteed until 2025
Alternate Carriers		
Guardian	Quote Received	Presented
Hartford	Declined to Quote	Not Competitive
NY Life	Quote Received	Presented
Principal	Declined to Quote	Not Competitive
Standard	Quote Received	Presented
Unum	Declined to Quote	Not Competitive
UHC	Quote Received	Presented

# United City of Yorkville Renewal Medical Financial Analysis May 1, 2024 Renewal Date

Benefits	BCBSIL	BCBSIL
	Current and Renewal	Alternate
<b>HMO Plan</b>	<b>MHHB106 Blue Advantage HMO</b>	<b>MIBAH 2000 HMO</b>
Network	<i>Blue Advantage Network</i>	<i>Blue Advantage Network</i>
Coinsurance Percentage	100%	100%
Employee Deductible	\$0	\$0
Family Deductible	\$0	\$0
Total Employee Maximum Out of Pocket excluding Rx	\$1,500	\$1,500
Total Family Maximum Out of Pocket excluding Rx	\$3,000	\$3,000
Network Office Visit (PCP/Specialist)	\$20/\$40 Copay	<b>\$40/\$60 Copay</b>
Emergency Room	\$150 ER Copay	<b>\$350 ER Copay</b>
Urgent Care	No Charge	<b>\$40/\$60 Copay</b>
Outpatient Surgery (Physician Office/Hospital)	No Charge	No Charge
Inpatient Hospital	No Charge	<b>\$250/day</b>
Rx Out of Pocket Maximum	Individual: \$1,000 Family: \$3,000	<b>Included in overall Out of Pocket Maximum Above</b>
Retail Rx Copays (Generic/Brand Formulary/Brand Non-Formulary)	\$10/\$40/\$60	<b>\$0/\$10/\$35/\$75/\$150/\$250</b>
Mail Order Rx Copays (Generic/Brand Formulary/Brand Non-Formulary)	2x Retail	2x Retail
<b>PPO Plan</b>	<b>MPSE3X05 Blue Edge HSA (PPO)</b>	<b>MIEEE3053 Blue Edge HSA (PPO)</b>
Network	<i>PPO Network</i>	<i>PPO Network</i>
Coinsurance Percentage	80%	80%
Employee Deductible	\$3,500	\$3,500
Family Deductible (Non-Embedded)	\$6,850	<b>\$7,000</b>
Total Employee Maximum Out of Pocket (Includes Deductible)	\$5,800	<b>\$7,000</b>
Total Family Maximum Out of Pocket (Includes Deductible)	\$6,850	<b>\$14,000</b>
Network Office Visit (PCP/Specialist)	80% after Deductible	80% after Deductible
Emergency Room	90% after Deductible	<b>80% after Deductible</b>
Urgent Care	80% after Deductible	80% after Deductible
Outpatient Surgery (Physician Office/Hospital)	80% after Deductible	80% after Deductible
Inpatient Hospital	80% after Deductible	80% after Deductible
Rx Out of Pocket Maximum	Included in overall Out of Pocket Maximum Above	Included in overall Out of Pocket Maximum Above
Non Preferred Rx Copays (Generic/Brand Formulary/Brand Non-Formulary)	80% after Deductible	<b>90%/90%/80%/70%/60%/50%</b>
Preferred Retail Rx Copays (Generic/Brand Formulary/Brand Non-Formulary)		<b>80%/80%/70%/60%/60%/50%</b>
Mail Order Rx Copays (Generic/Brand Formulary/Brand Non-Formulary)	80% after Deductible	<b>80%/80%/70%/60%/60%/50%</b>
<b>Out-of-Network Benefits (Providers may Balance Bill)</b>		
Coinsurance Percentage	60%	60%
Deductible (Individual/Family)	\$7,000/\$14,000	\$7,000/\$14,000 - <b>\$300 Inpatient Deductible</b>
Out-of-Pocket Maximum (Individual/Family)	\$11,600/\$23,200	<b>\$21,000/\$42,000</b>

# United City of Yorkville

## Renewal Medical Financial Analysis - continued

### May 1, 2024 Renewal Date

		BCBSIL				BCBSIL
Rates	Count*	Current	Renewal	Revised Renewal	Estimated Revised Renewal with dental and life bundling discount	Alternate
<b>HMO Monthly Rates, Active Employees</b>		<b>MHHB106 Blue Advantage HMO</b>				<b>MIBAH 2000 HMO</b>
Employee	7	\$608.18	\$660.67	\$640.84	\$631.23	\$642.20
Employee & Spouse	7	\$1,351.48	\$1,465.54	\$1,421.57	\$1,400.25	\$1,424.57
Employee & Child(ren)	0	\$1,375.38	\$1,477.58	\$1,433.25	\$1,411.75	\$1,436.28
Family	11	\$2,118.68	\$2,282.45	\$2,213.97	\$2,180.76	\$2,218.65
<b>Est. Monthly HMO Medical Premium</b>		<b>\$37,023.10</b>	<b>\$39,990.42</b>	<b>\$38,790.54</b>	<b>\$38,208.72</b>	<b>\$38,872.54</b>
<b>Est. Annual HMO Medical Premium</b>	<b>25</b>	<b>\$444,277.20</b>	<b>\$479,885.04</b>	<b>\$465,486.48</b>	<b>\$458,504.64</b>	<b>\$466,470.48</b>
<b>PPO Monthly Rates, Active Employees</b>		<b>MPSE3X05 Blue Edge HSA (PPO)</b>				<b>MIEEE3053 Blue Edge HSA (PPO)</b>
Employee	17	\$599.50	\$667.59	\$647.56	\$637.85	\$569.27
Employee & Spouse	12	\$1,332.20	\$1,480.92	\$1,436.48	\$1,414.93	\$1,262.80
Employee & Child(ren)	3	\$1,355.77	\$1,493.09	\$1,448.29	\$1,426.57	\$1,273.19
Family	37	\$2,088.47	\$2,306.40	\$2,237.20	\$2,203.64	\$1,966.72
<b>Est. Monthly PPO Medical Premium</b>		<b>\$107,518.60</b>	<b>\$118,936.14</b>	<b>\$115,367.55</b>	<b>\$113,637.07</b>	<b>\$101,419.40</b>
<b>Est. Annual PPO Medical Premium</b>	<b>69</b>	<b>\$1,290,223.20</b>	<b>\$1,427,233.68</b>	<b>\$1,384,410.60</b>	<b>\$1,363,644.89</b>	<b>\$1,217,032.80</b>
<b>Est. Combined Monthly Medical Premium</b>		<b>\$144,541.70</b>	<b>\$158,926.56</b>	<b>\$154,158.09</b>	<b>\$151,845.79</b>	<b>\$140,291.94</b>
<b>Est. Combined Annual Medical Premium</b>	<b>94</b>	<b>\$1,734,500.40</b>	<b>\$1,907,118.72</b>	<b>\$1,849,897.08</b>	<b>\$1,822,149.53</b>	<b>\$1,683,503.28</b>
<b>Est. Annual Gross Premium Increase Over the Current Policy Year (\$)</b>			<b>\$172,618.32</b>	<b>\$115,396.68</b>	<b>\$87,649.13</b>	<b>-\$50,997.12</b>
<b>Est. Annual Gross Premium Increase Over the Current Policy Year (%)</b>			<b>9.95%</b>	<b>6.65%</b>	<b>5.05%</b>	<b>-2.94%</b>

This benefit summary is provided for your use in comparing the major provisions of the medical plan. This is only a brief description of the benefits. Please refer to the plan document and contract when issued, for additional details, coverage exclusions and coverage limitations. At all times, the plan documents and contract take precedence over this summary.

\*Enrollment based on 2024 City of Yorkville Census  
Board members working less than 30 hours a week are not eligible.

United City of Yorkville

Renewal Medical Financial Analysis - Alternate Carriers

May 1, 2024 Renewal Date

Benefits	BCBSIL	UHC	UHC with Unbundle
	Current and Renewal	Alternate 1	Alternate 2
<b>HMO Plan</b>	<b>MHHB106 Blue Advantage HMO</b>	<b>BFC4 HMO</b>	<b>BFC4 HMO</b>
Network	<i>Blue Advantage Network</i>	<i>Navigate Network</i>	<i>Navigate Network</i>
Coinsurance Percentage	100%	100%	100%
Employee Deductible	\$0	\$0	\$0
Family Deductible	\$0	\$0	\$0
Total Employee Maximum Out of Pocket excluding Rx	\$1,500	\$1,500	\$1,500
Total Family Maximum Out of Pocket excluding Rx	\$3,000	\$3,000	\$3,000
Network Office Visit (PCP/Specialist)	\$20/\$40 Copay	\$20/\$40 Copay	\$20/\$40 Copay
Emergency Room	\$150 ER Copay	<b>\$300 ER Copay</b>	<b>\$300 ER Copay</b>
Urgent Care	No Charge	<b>\$75 Copay</b>	<b>\$75 Copay</b>
Outpatient Surgery (Physician Office/Hospital)	No Charge	No Charge	No Charge
Inpatient Hospital	No Charge	No Charge	No Charge
Rx Out of Pocket Maximum	Individual: \$1,000    Family: \$3,000	Included in overall Out of Pocket Maximum Above	Included in overall Out of Pocket Maximum Above
Retail Rx Copays (Generic/Brand Formulary/Brand Non-Formulary)	\$10/\$40/\$60	\$10/\$40/ <b>\$75/\$125</b>	\$10/\$40/ <b>\$75/\$125</b>
Mail Order Rx Copays (Generic/Brand Formulary/Brand Non-Formulary)	2x Retail	<b>2.5x Retail</b>	<b>2.5x Retail</b>
<b>PPO Plan</b>	<b>MPSE3X05 Blue Edge HSA (PPO)</b>	<b>DEKZ HSA (PPO)</b>	<b>DEKZ HSA (PPO)</b>
Network	<i>PPO Network</i>	<i>Core Network</i>	<i>Core Network</i>
Coinsurance Percentage	80%	80%	80%
Employee Deductible	\$3,500	\$3,500	\$3,500
Family Deductible (Non-Embedded)	\$6,850	<b>\$7,000</b>	<b>\$7,000</b>
Total Employee Maximum Out of Pocket (Includes Deductible)	\$5,800	<b>\$6,350</b>	<b>\$6,350</b>
Total Family Maximum Out of Pocket (Includes Deductible)	\$6,850	<b>\$12,700</b>	<b>\$12,700</b>
Network Office Visit (PCP/Specialist)	80% after Deductible	80% after Deductible	80% after Deductible
Emergency Room	90% after Deductible	<b>80% after Deductible</b>	<b>80% after Deductible</b>
Urgent Care	80% after Deductible	80% after Deductible	80% after Deductible
Outpatient Surgery (Physician Office/Hospital)	80% after Deductible	80% after Deductible	80% after Deductible
Inpatient Hospital	80% after Deductible	80% after Deductible	80% after Deductible
Rx Out of Pocket Maximum	Included in overall Out of Pocket Maximum Above	Included in overall Out of Pocket Maximum Above	Included in overall Out of Pocket Maximum Above
Retail Rx Copays (Generic/Brand Formulary/Brand Non-Formulary)	80% after Deductible	\$10/ <b>\$35</b> /\$60	\$10/ <b>\$35</b> /\$60
Mail Order Rx Copays (Generic/Brand Formulary/Brand Non-Formulary)	80% after Deductible	<b>2.5x Retail</b>	<b>2.5x Retail</b>
<b>Out-of-Network Benefits (Providers may Balance Bill)</b>			
<i>Coinsurance Percentage</i>	60%	60%	60%
<i>Deductible (Individual/Family)</i>	\$7,000/\$14,000	<b>\$5,000/\$10,000</b>	<b>\$5,000/\$10,000</b>
<i>Out-of-Pocket Maximum (Individual/Family)</i>	\$11,600/\$23,200	<b>\$10,000/\$20,000</b>	<b>\$10,000/\$20,000</b>

United City of Yorkville  
Renewal Medical Financial Analysis - Alternate Carriers - continued  
May 1, 2024 Renewal Date

		BCBSIL				UHC	UHC with Unbundle
Rates	Count*	Current	Renewal	Revised Renewal	Estimated Revised Renewal with dental and life bundling discount	Alternate 1	Estimated UHC Unbundle Rates
HMO Monthly Rates, Active Employees		MHHB106 Blue Advantage HMO				BFC4 HMO	BFC4 HMO
Employee	7	\$608.18	\$660.67	\$640.84	\$631.23	\$886.78	\$860.18
Employee & Spouse	7	\$1,351.48	\$1,465.54	\$1,421.57	\$1,400.25	\$1,970.58	\$1,911.46
Employee & Child(ren)	0	\$1,375.38	\$1,477.58	\$1,433.25	\$1,411.75	\$2,005.28	\$1,945.12
Family	11	\$2,118.68	\$2,282.45	\$2,213.97	\$2,180.76	\$3,089.22	\$2,996.54
Est. Monthly HMO Medical Premium		\$37,023.10	\$39,990.42	\$38,790.54	\$38,208.72	\$53,982.94	\$52,363.42
Est. Annual HMO Medical Premium	25	\$444,277.20	\$479,885.04	\$465,486.48	\$458,504.64	\$647,795.28	\$628,361.04
PPO Monthly Rates, Active Employees		MPSE3X05 Blue Edge HSA (PPO)				DEKZ HSA (PPO)	DEKZ HSA (PPO)
Employee	17	\$599.50	\$667.59	\$647.56	\$637.85	\$688.63	\$667.97
Employee & Spouse	12	\$1,332.20	\$1,480.92	\$1,436.48	\$1,414.93	\$1,530.25	\$1,484.34
Employee & Child(ren)	3	\$1,355.77	\$1,493.09	\$1,448.29	\$1,426.57	\$1,557.20	\$1,510.48
Family	37	\$2,088.47	\$2,306.40	\$2,237.20	\$2,203.64	\$2,398.94	\$2,326.97
Est. Monthly PPO Medical Premium		\$107,518.60	\$118,936.14	\$115,367.55	\$113,637.07	\$123,502.09	\$119,796.90
Est. Annual PPO Medical Premium	69	\$1,290,223.20	\$1,427,233.68	\$1,384,410.60	\$1,363,644.89	\$1,482,025.08	\$1,437,562.80
Est. Combined Monthly Medical Premium		\$144,541.70	\$158,926.56	\$154,158.09	\$151,845.79	\$177,485.03	\$172,160.32
Est. Combined Annual Medical Premium	94	\$1,734,500.40	\$1,907,118.72	\$1,849,897.08	\$1,822,149.53	\$2,129,820.36	\$2,065,923.84
Est. Annual Gross Premium Increase Over the Current Policy Year (\$)			\$172,618.32	\$115,396.68	\$87,649.13	\$395,319.96	\$331,423.44
Est. Annual Gross Premium Increase Over the Current Policy Year (%)			9.95%	6.65%	5.05%	22.79%	19.11%

This benefit summary is provided for your use in comparing the major provisions of the medical plan. This is only a brief description of the benefits. Please refer to the plan document and contract when issued, for additional details, coverage exclusions and coverage limitations. At all times, the plan documents and contract take precedence over this summary.

\*Enrollment based on 2024 City of Yorkville Census  
Board members working less than 30 hours a week are not eligible.

United City of Yorkville Dental Financial Analysis May 1, 2024 Renewal Date										
Benefits		BCBSIL			Guardian		Standard			
		Current and Renewal			Alternate 1		Alternate 2			
Network		Network	Non-Network		Network	Non-Network	Network	Non-Network		
Deductible (single / family)		\$25/\$75			\$25/\$75		\$25/\$75			
Calendar Year Maximum per Individual		\$3,000			\$3,000		\$3,000			
Orthodontia Lifetime Maximum		\$2,000			\$2,000		\$2,000			
Usual and Customary		90th Percentile R&C			MAC		90th Percentile R&C			
Preventive Care		Deductible waived		Deductible Waived	Deductible waived	Deductible Waived	Deductible waived	Deductible Waived		
Oral Exams		100%	100%		100%	100%	100%	100%		
Prophylaxis		100%	100%		100%	100%	100%	100%		
Fluoride Treatment		100%	100%		100%	100%	100%	100%		
Sealants		100%	100%		100%	100%	100%	100%		
Space Maintainers		100%	100%		100%	100%	100%	100%		
X-Rays		100%	100%		100%	100%	100%	100%		
Basic Services										
Oral Surgery		80%	80%		80%	80%	80%	80%		
Anesthesia		80%	80%		80%	80%	80%	80%		
Amalgams / Composite Fillings		80%	80%		80%	80%	80%	80%		
Periodontics Non-surgical		80%	80%		80%	80%	80%	80%		
Periodontics (Surgical)		80%	80%		80%	80%	80%	80%		
Endodontics		80%	80%		80%	80%	80%	80%		
Major Services										
Crowns		50%	50%		50%	50%	50%	50%		
Bridges		50%	50%		50%	50%	50%	50%		
Dentures		50%	50%		50%	50%	50%	50%		
Inlays/Onlays		50%	50%		50%	50%	50%	50%		
Implants		50%	50%		50%	50%	50%	50%		
Orthodontia		50%	50%		50%	50%	50%	50%		
Adult Ortho Covered		Yes	Yes		No	No	No	No		
Monthly Rates		Current	Renewal	Revised Renewal	Guardian		Standard			
Employee		27	\$40.72	\$46.83	\$44.39	\$35.83		\$50.93		
Employee & Spouse		26	\$81.44	\$93.66	\$88.77	\$71.67		\$101.85		
Employee & Child(ren)		1	\$95.78	\$110.15	\$104.40	\$84.29		\$119.79		
Family		57	\$149.14	\$171.51	\$162.56	\$131.24		\$186.52		
Total Monthly Premium			\$11,814	\$13,586	\$12,877	\$10,396		\$14,775		
Total Annual Premium		111	\$141,763.68	\$163,029.48	\$154,522.44	\$124,749.60		\$177,295.68		
Est. Annual Gross Premium Increase Over the Current Policy Year (\$)			\$21,266	\$12,759	-\$17,014		\$35,532			
Est. Annual Gross Premium Increase Over the Current Policy Year (%)			15.00%	9.00%	-12.00%		25.06%			
Rate Guarantee			1 Year		2 Years		2 Years			

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\*Enrollment based on 2024 City of Yorkville Census  
 \*Adults and Dependents under age 19

United City of Yorkville  
Dental Financial Analysis - continued  
May 1, 2024 Renewal Date

Benefits		BCBSIL		UHC		BCBSIL	
		Current and Renewal		Alternate 3		Alternate 4	
Network		Network	Non-Network	Network	Non-Network	Network	Non-Network
Deductible (single / family)		\$25/\$75		\$50/\$150		\$0/\$0	
Calendar Year Maximum per Individual		\$3,000		\$3,000		\$2,000	
Orthodontia Lifetime Maximum		\$2,000		\$2,000		\$2,000	
Usual and Customary		90th Percentile R&C		90th Percentile		90th Percentile	
Preventive Care		Deductible waived	Deductible Waived	Deductible waived	Deductible Waived	Deductible waived	Deductible Waived
Oral Exams		100%	100%	100%	100%	100%	100%
Prophylaxis		100%	100%	100%	100%	100%	100%
Fluoride Treatment		100%	100%	100%	100%	100%	100%
Sealants		100%	100%	100%	100%	100%	100%
Space Maintainers		100%	100%	100%	100%	100%	100%
X-Rays		100%	100%	100%	100%	100%	100%
Basic Services							
Oral Surgery		80%	80%	80%	80%	90%	80%
Anesthesia		80%	80%	80%	80%	90%	80%
Amalgams / Composite Fillings		80%	80%	80%	80%	90%	80%
Periodontics Non-surgical		80%	80%	80%	80%	90%	80%
Periodontics (Surgical)		80%	80%	80%	80%	90%	80%
Endodontics		80%	80%	80%	80%	90%	80%
Major Services							
Crowns		50%	50%	50%	50%	60%	50%
Bridges		50%	50%	50%	50%	60%	50%
Dentures		50%	50%	50%	50%	60%	50%
Inlays/Onlays		50%	50%	50%	50%	60%	50%
Implants		50%	50%	50%	50%	60%	50%
Orthodontia		50%	50%	50%	50%	50%	50%
Adult Ortho Covered		Yes	Yes	No	No	Yes	Yes
Monthly Rates		Current	Renewal	Revised Renewal	UHC	BCBSIL	
Employee	27	\$40.72	\$46.83	\$44.39	\$42.35	\$45.12	
Employee & Spouse	26	\$81.44	\$93.66	\$88.77	\$84.70	\$90.15	
Employee & Child(ren)	1	\$95.78	\$110.15	\$104.40	\$99.41	\$106.12	
Family	57	\$149.14	\$171.51	\$162.56	\$155.11	\$165.26	
Total Monthly Premium		\$11,814	\$13,586	\$12,877	\$12,286	\$13,088	
Total Annual Premium	111	\$141,763.68	\$163,029.48	\$154,522.44	\$147,435.96	\$157,056.96	
Est. Annual Gross Premium Increase Over the Current Policy Year (\$)		\$21,266		\$12,759	\$5,672	\$15,293	
Est. Annual Gross Premium Increase Over the Current Policy Year (%)		15.00%		9.00%	4.00%	10.79%	
Rate Guarantee		1 Year		1 Year		1 Year	

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\*Enrollment based on 2024 City of Yorkville Census

\*Adults and Dependents under age 19



United City of Yorkville  
Vision Benefit Analysis  
May 1, 2025 Renewal Date

Benefits		Dearborn National/BCBSIL		Guardian		VSP	
		Current and Renewal		Alternate 1		Alternate 2	
Network		Network	Non-Network	Network	Non-Network	Network	Non-Network
Vision Exam		\$10 Copay	\$30 Allowance	\$10 Copay	\$50 Allowance	\$10 Copay	\$45 Allowance
Contact Lens Fit & Follow Up (Standard Lenses)		\$0 Copay, Covered in Full	\$40 Allowance	Included in Contact Allowance	N/A	\$10 Copay, Covered in Full	N/A
Materials		\$10 Copay	N/A	\$25 Copay	N/A	\$10 Copay	N/A
Eyeglass Lenses		(After Copay)		(After Copay)		(After Copay)	
Single Vision		Covered in Full	\$25 Allowance	Covered in Full	\$48 Allowance	Covered in Full	\$30 Allowance
Bifocal		Covered in Full	\$40 Allowance	Covered in Full	\$67 Allowance	Covered in Full	\$50 Allowance
Trifocal		Covered in Full	\$55 Allowance	Covered in Full	\$86 Allowance	Covered in Full	\$65 Allowance
Lenticular		Covered in Full	\$55 Allowance	Covered in Full	\$126 Allowance	Covered in Full	\$100 Allowance
Eyeglass Lens Options							
UV Treatment		\$15 Copay	N/A	\$16	N/A	\$16	N/A
Tint (Solid and Gradient)		\$15 Copay	N/A	\$0-\$17	N/A	\$0-\$17	N/A
Standard Plastic Scratch Coating		Covered in Full	\$5 Allowance	\$17	N/A	\$17	N/A
Standard Polycarbonate		\$40 Copay	N/A	\$31-\$35	N/A	\$31-\$35	N/A
Standard Anti-Reflective Coating		varies by type, statting at \$45	N/A	\$41 Copay	N/A	\$41 Copay	N/A
Photochromic - Non-Glass		\$75 Copay	N/A	\$75 Copay	N/A	\$75 Copay	N/A
Frames							
Standard		\$0 Copay, \$130 Allowance & 20% balance	\$65 Allowance	\$130 Allowance & 20% off balance	\$48 Allowance	\$10 Copay, 20% off balance over \$130 Allowance	\$70 Allowance
Contact Lenses							
Necessary		Covered in Full after Copay	\$210 Allowance	Covered in Full after Copay	\$210 Allowance	\$10 Copay, Covered in Full	\$210 Allowance
Elective		\$0 Copay, \$130 Allowance & 15% off balance	\$104 Allowance	\$130 Allowance & 15% off balance	\$105 Allowance	\$10 Copay, \$130 Allowance	\$105 Allowance
Laser Discount Savings		15% off retail or 5% off promotional rates	N/A	Discounts available	N/A	15%-20% off retail or 5% off promotional rates	N/A
Maximums							
Exams		Once Every 12 Months		Once Every 12 Months		Once Every 12 Months	
Lenses / Contact Lenses		Once Every 12 Months		Once Every 12 Months		Once Every 12 Months	
Frames		Once Every 24 Months		Once Every 24 Months		Once Every 24 Months	
Monthly Rates		Dearborn National/BCBSIL		Guardian		VSP	
Employee	27	\$6.68		\$5.68		\$6.39	
Employee & Spouse	25	\$12.69		\$10.79		\$10.23	
Employee & Child(ren)	1	\$13.37		\$11.36		\$10.44	
Family	58	\$19.65		\$16.70		\$16.83	
Total Monthly Premium		\$1,651		\$1,403		\$1,415	
Total Annual Premium	111	\$19,808.16		\$16,836.84		\$16,978.32	
Est. Annual Gross Premium Increase Over the Current Policy Year (\$)				-\$2,971		-\$2,830	
Est. Annual Gross Premium Increase Over the Current Policy Year (%)				-15.00%		-14.29%	
Rate Guarantee:		Until May 1, 2025		2 Years		2 Years	

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Enrollment based on 2023 City of Yorkville Census  
Board members working less than 30 hours a week are not eligible with BCBSIL, UHC

United City of Yorkville

Vision Benefit Analysis - continued

May 1, 2025 Renewal Date

Benefits		Dearborn National/BCBSIL		Standard		United Healthcare		EyeMed	
		Current and Renewal		Alternate 3		Alternate 4		Alternate 5	
Network		Network	Non-Network	Network	Non-Network	Network	Non-Network	Network	Non-Network
Vision Exam		\$10 Copay	\$30 Allowance	\$10 Copay	Up to \$45	\$10 Copay	\$40 Allowance	\$10 Copay	\$40 Allowance
Contact Lens Fit & Follow Up (Standard Lenses)		\$0 Copay, Covered in Full	\$40 Allowance	Up to \$60	N/A	Included in Contact Allowance	N/A	\$0 Copay, Covered in Full	\$40 Allowance
Materials		\$10 Copay	N/A	\$10 Copay	\$10 Copay	\$10 Copay	N/A	\$10 Copay	N/A
Eyeglass Lenses		(After Copay)		(After Copay)		(After Copay)		(After Copay)	
Single Vision		Covered in Full	\$25 Allowance	Covered in Full	Up to \$30	Covered in Full	Up to \$40	Covered in Full	\$30 Allowance
Bifocal		Covered in Full	\$40 Allowance	Covered in Full	Up to \$50	Covered in Full	Up to \$60	Covered in Full	\$50 Allowance
Trifocal		Covered in Full	\$55 Allowance	Covered in Full	Up to \$65	Covered in Full	Up to \$80	Covered in Full	\$70 Allowance
Lenticular		Covered in Full	\$55 Allowance	20% discount	Up to \$100	N/A	Up to \$81	Covered in Full	\$70 Allowance
Eyeglass Lens Options									
UV Treatment		\$15 Copay	N/A	\$16	N/A	\$0	N/A	\$15	N/A
Tint (Solid and Gradient)		\$15 Copay	N/A	N/A	N/A	\$14	N/A	\$15	N/A
Standard Plastic Scratch Coating		Covered in Full	\$5 Allowance	17-\$33	N/A	\$10	N/A	\$0	N/A
Standard Polycarbonate		\$40 Copay	N/A	\$33	N/A	33%	N/A	\$40 Copay	N/A
Standard Anti-Reflective Coating		varies by type,statting at \$45	N/A	\$43-\$85	N/A	\$430-\$95	N/A	\$45 Copay	N/A
Photochromic - Non-Glass		\$75 Copay	N/A	\$31-\$82	N/A	\$67	N/A	\$75 Copay	N/A
Frames									
Standard		\$0 Copay, \$130 Allowance & 20% balance	\$65 Allowance	\$130 Allowance	\$70 Allowance	\$130 Allowance	\$45 Allowance	\$0 Copay, 20% off balance over \$130 Allowance	\$65 Allowance
Contact Lenses									
Necessary		Covered in Full after Copay	\$210 Allowance	\$0 Copay, Covered in Full	\$210 Allowance	\$0 Copay, Covered in Full	\$210 Allowance	\$0 Copay, Covered in Full	\$300 Allowance
Elective		\$0 Copay, \$130 Allowance & 15% off balance	\$104 Allowance	\$130 Allowance	\$105 Allowance	\$130 Allowance	\$130 Allowance	\$0 Copay, \$130 Allowance, 15% off balance over \$130	\$65 Allowance
Laser Discount Savings		15% off retail or 5% off promotional rates	N/A	15% off retail or 5% off promotional rates	N/A	Discounts available	N/A	15% off retail or 5% off promotional rates	N/A
Maximums									
Exams		Once Every 12 Months		Once Every 12 Months		Once Every 12 Months		Once Every 12 Months	
Lenses / Contact Lenses		Once Every 12 Months		Once Every 12 Months		Once Every 12 Months		Once Every 12 Months	
Frames		Once Every 24 Months		Once Every 24 Months		Once Every 24 Months		Once Every 24 Months	
Monthly Rates		Dearborn National/BCBSIL		Standard		UHC		EyeMed	
Employee	27	\$6.68		\$5.97		\$6.00		\$7.00	
Employee & Spouse	25	\$12.69		\$11.35		\$11.40		\$13.30	
Employee & Child(ren)	1	\$13.37		\$11.95		\$12.01		\$14.01	
Family	58	\$19.65		\$17.57		\$17.66		\$20.59	
Total Monthly Premium		\$1,651		\$1,476		\$1,483		\$1,730	
Total Annual Premium		\$19,808.16		\$17,711.40		\$17,799.48		\$20,756.76	
Est. Annual Gross Premium Increase Over the Current Policy Year (\$)				-\$2,097		-\$2,009		\$949	
Est. Annual Gross Premium Increase Over the Current Policy Year (%)				-10.59%		-10.14%		4.79%	
Rate Guarantee:		Until May 1, 2025		2 Years		3 Years		4 Years	

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Enrollment based on 2023 City of Yorkville Census  
Board members working less than 30 hours a week are not eligible with BCBSIL, UHC

United City of Yorkville

Basic Life/AD&D Benefit Analysis

May 1, 2025 Renewal Date

Benefits	BCBSIL	Standard	Guardian	UHC	NY Life
	Current & Renewal	Alternate 2	Alternate 1	Alternate 3	Alternate 4
Employee Coverage					
Life Benefit Amount	\$50,000	\$50,000	\$25,000	\$50,000	\$50,000
AD&D Benefit Amount	\$50,000	\$50,000	\$25,000	\$50,000	\$50,000
Guarantee Issue	\$50,000	\$50,000	\$25,000	\$50,000	\$50,000
Accelerated Benefit	Included	Included	Included	Included	Included
Premium Waiver	Included	Included	Included	Included	Included
Portability	Not Included	Included	Included	Not Included	Not Included
Reduction Schedule	Reduces to 65% at age 65, 50% at age 70	Reduces to 65% at age 65, 50% at age 70	Reduces to 65% at age 65, 40% at age 70	Reduces to 65% at age 65, 50% at age 70	Reduces to 65% at age 65, 50% at age 70
Spouse Coverage					
Life/AD&D Benefit Amount	\$10,000	\$10,000	\$5,000	N/A	N/A
Reduction Schedule	Reduces to 65% at age 65, 50% at age 70	Reduces to 65% at age 65, 50% at age 70	Reduces to 65% at age 65, 40% at age 70		
Child Life Coverage	Birth to 14 Days: \$0; 14 Days to age 26: \$2,500	Birth to age 25: \$2,500	Birth to 14 Days: \$400; 14 Days to age 26: \$2,000	N/A	N/A
Premium					
Employee	BCBSIL	Standard	Guardian	UHC	NY Life
Total Volume Life	\$4,825,000	\$4,825,000	\$4,825,000	\$4,825,000	\$4,825,000
Life Rate per \$1,000 of benefit	\$0.124	\$0.124	\$0.124	\$0.190	\$0.250
AD&D Rate per \$1,000 of benefit	\$0.025	\$0.025	\$0.019	\$0.025	\$0.030
Spouse & Child(ren)					
Number enrolled	73		73		
Life and AD&D Rate per family	\$1.43		\$1.43		
Monthly Premium	\$823.32	\$718.93	\$794.37	\$1,037.38	\$1,351.00
Estimated Annual Premium	\$9,879.78	\$8,627.10	\$9,532.38	\$12,448.50	\$16,212.00
Rate Guarantee	Until May 1, 2025	Until May 1, 2027	Until May 1, 2026	Until May 1, 2027	Until May 1, 2027
Est. Annual Gross Premium Increase Over the Current Policy Year (\$)		-\$1,252.68	-\$347.40	\$2,568.72	\$6,332.22
Est. Annual Gross Premium Increase Over the Current Policy Year (%)		-12.68%	-3.52%	26.00%	64.09%

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Volume based on 2024 City of Yorkville Census

Board members working less than 30 hours a week are not eligible.

United City of Yorkville

Voluntary Life Financial Analysis

May 1, 2025 Renewal Date

Benefits	BCBSIL	NY Life	UHC	Standard	Guardian
	Current & Renewal	Alternate 1	Alternate 2	Alternate 3	Alternate 4
<b>Employee Coverage</b>					
Benefit Amount	\$10,000 Increments to a maximum of \$500,000	\$10,000 Increments to a maximum of \$500,000	\$10,000 Increments to a maximum of \$500,000	\$10,000 Increments to a maximum of \$500,000	<b>\$10,000 Increments to a maximum of \$300,000</b>
Maximum Benefit	limited to 5 x Annual Salary	\$500,000	limited to 5 x Annual Salary	\$500,000	<b>\$300,000</b>
Guarantee Issue	\$100,000	\$100,000	\$100,000	\$100,000	<b>\$150,000</b>
Reduction Schedule	Reduces to 65% at age 65, 50% at age 70	Reduces to 65% at age 65, 50% at age 70	Reduces to 65% at age 65, 50% at age 70	Reduces to 65% at age 65, 50% at age 70	Reduces to 65% at age 65, <b>40% at age 70</b>
Portability	Included	Included	Included	Included	Included
<b>Spouse Coverage</b>					
Benefit Amount	\$5,000 Increments to a maximum of \$100,000	\$5,000 Increments to the lesser of \$250,000 or 100% of EE amount	\$5,000 Increments to a maximum of \$100,000	\$5,000 Increments to a maximum of \$100,000	<b>\$5,000 Increments, \$10,000 to \$250,000 , not to exceed 100% of EE amount</b>
Maximum Benefit	limited to 50% of employee amount	limited to 100% of employee amount	limited to 100% of employee amount	\$100,000	<b>Limited to 100% of employee amount</b>
Guarantee Issue	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Reduction Schedule	Reduces to 65% at age 65, 50% at age 70	Reduces to 65% at age 65, 50% at age 70	Reduces to 65% at age 65, 50% at age 70	Reduces to 65% at age 65, 50% at age 70	Reduces to 65% at age 65, <b>40% at age 70</b>
<b>Child Coverage</b>					
Benefit Amount	14 Days to 6 Months: \$250; 6 Months to age 26: increments of \$500, minimum of \$5,000 and maximum of \$10,000	Increments of \$5,000 to \$10,000	14 Days to 6 Months: \$250; 6 Months to age 26: increments of \$500, minimum of \$5,000 and maximum of \$10,000	\$5,000 or \$10,000	<b>Birth to 14 days: \$500; 14 days to 26 years: Increments of \$5,000 to \$10,000, not to exceed 100% of EE amount</b>
Guarantee Issue	\$10,000	Full Benefit	\$10,000	Full Benefit	\$10,000
Monthly Premium	Current	NY Life	UHC	Standard	Guardian
<b>Employee and Spouse Cost/\$1,000</b>					
<b>Age</b>					
<24	\$0.108	<b>\$0.100</b>	\$0.108	\$0.108	<b>\$0.099</b>
25-29	\$0.108	<b>\$0.100</b>	\$0.108	\$0.108	<b>\$0.099</b>
30-34	\$0.108	<b>\$0.010</b>	\$0.108	\$0.108	<b>\$0.104</b>
35-39	\$0.192	<b>\$0.190</b>	\$0.192	\$0.192	<b>\$0.131</b>
40-44	\$0.288	<b>\$0.290</b>	\$0.288	\$0.288	<b>\$0.188</b>
45-49	\$0.480	\$0.480	\$0.480	\$0.480	<b>\$0.304</b>
50-54	\$0.768	<b>\$0.750</b>	\$0.768	\$0.768	<b>\$0.493</b>
55-59	\$1.248	<b>\$1.250</b>	\$1.248	\$1.248	<b>\$0.780</b>
60-64	\$2.052	<b>\$2.050</b>	\$2.052	\$2.052	<b>\$1.136</b>
65-69	\$2.964	<b>\$2.950</b>	\$2.964	\$2.964	<b>\$2.018</b>
70-74	\$5.172	<b>\$5.150</b>	\$5.172	\$5.172	<b>\$4.016</b>
75+	\$5.172	<b>\$5.150</b>	\$5.172	\$5.172	<b>\$4.016</b>
<b>AD&amp;D Cost/\$1,000</b>	Employee & Spouse: \$0.04	Employee & Spouse: \$0.03	Employee, Spouse & Child: \$0.04	Employee & Spouse: \$0.04	Employee & Spouse: \$0.03
<b>Dependent Child Rate per \$5,000 of Benefit</b>	<b>\$0.805</b>	<b>\$0.750</b>	<b>\$0.805</b>	<b>\$0.805</b>	<b>\$0.800</b>
<b>Dependent Child Rate per \$10,000 of Benefit</b>	<b>\$1.61</b>	<b>\$1.500</b>	<b>\$1.61</b>	<b>\$1.61</b>	<b>\$1.60</b>
<b>Rate Guarantee</b>	Until May 1, 2025	Until May 1, 2027	Until May 1, 2026	Until May 1, 2027	Until May 1, 2026

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\*UHC requires a 25% participation requirement

**FY 2024 (Current Fiscal Year Rates)**

<b>HMO</b>	<b><u>HMO Employee Only</u></b>	<b><u>HMO Employee + Spouse</u></b>	<b><u>HMO Employee + Child(ren)</u></b>	<b><u>HMO Family</u></b>
Gross Cost to City, Monthly, Per Employee	\$ 608.18	\$ 1,351.48	\$ 1,375.38	\$ 2,118.68
<b><u>Employee Contribution, Monthly, Per Employee</u></b>				
Non-Union Employee	10.5% \$ 63.86	10.5% \$ 141.91	10.5% \$ 144.41	10.5% \$ 222.46
PW Union Employee	10.5% \$ 63.86	10.5% \$ 141.91	10.5% \$ 144.41	10.5% \$ 222.46
PD Sergeant Union Employee	10.5% \$ 63.86	10.5% \$ 141.91	10.5% \$ 144.41	10.5% \$ 222.46
PD Officer Union Employee	10.5% \$ 63.86	10.5% \$ 141.91	10.5% \$ 144.41	10.5% \$ 222.46

<b>PPO</b>	<b><u>PPO Employee Only</u></b>	<b><u>PPO Employee + Spouse</u></b>	<b><u>PPO Employee + Child(ren)</u></b>	<b><u>PPO Family</u></b>
Monthly Premium	\$ 599.50	\$ 1,332.20	\$ 1,355.77	\$ 2,088.47
Monthly HRA cost	433.33	479.17	479.17	479.17
Gross Cost to City, Monthly, Per Employee	\$ 1,032.83	\$ 1,811.37	\$ 1,834.94	\$ 2,567.64
<b><u>Employee Contribution, Monthly, Per Employee</u></b>				
Non-Union Employee	12.5% \$ 129.10	12.5% \$ 226.42	12.5% \$ 229.37	12.5% \$ 320.95
PW Union Employee	12.5% \$ 129.10	12.5% \$ 226.42	12.5% \$ 229.37	12.5% \$ 320.95
PD Sergeant Union Employee	12.5% \$ 129.10	12.5% \$ 226.42	12.5% \$ 229.37	12.5% \$ 320.95
PD Officer Union Employee	12.5% \$ 129.10	12.5% \$ 226.42	12.5% \$ 229.37	12.5% \$ 320.95

**FY 2025 (Upcoming Fiscal Year Renewal Rates - includes Bundling Discount)**

<b>HMO</b>	<b><u>HMO Employee Only</u></b>	<b><u>HMO Employee + Spouse</u></b>	<b><u>HMO Employee + Child(ren)</u></b>	<b><u>HMO Family</u></b>
Gross Cost to City, Monthly, Per Employee	\$ 631.23	\$ 1,400.25	\$ 1,411.75	\$ 2,180.76
<b><u>Employee Contribution, Monthly, Per Employee</u></b>				
Non-Union Employee	10.5% \$ 66.28	10.5% \$ 147.03	10.5% \$ 148.23	10.5% \$ 228.98
PW Union Employee	10.5% \$ 66.28	10.5% \$ 147.03	10.5% \$ 148.23	10.5% \$ 228.98
PD Sergeant Union Employee	10.5% \$ 66.28	10.5% \$ 147.03	10.5% \$ 148.23	10.5% \$ 228.98
PD Officer Union Employee	10.5% \$ 66.28	10.5% \$ 147.03	10.5% \$ 148.23	10.5% \$ 228.98

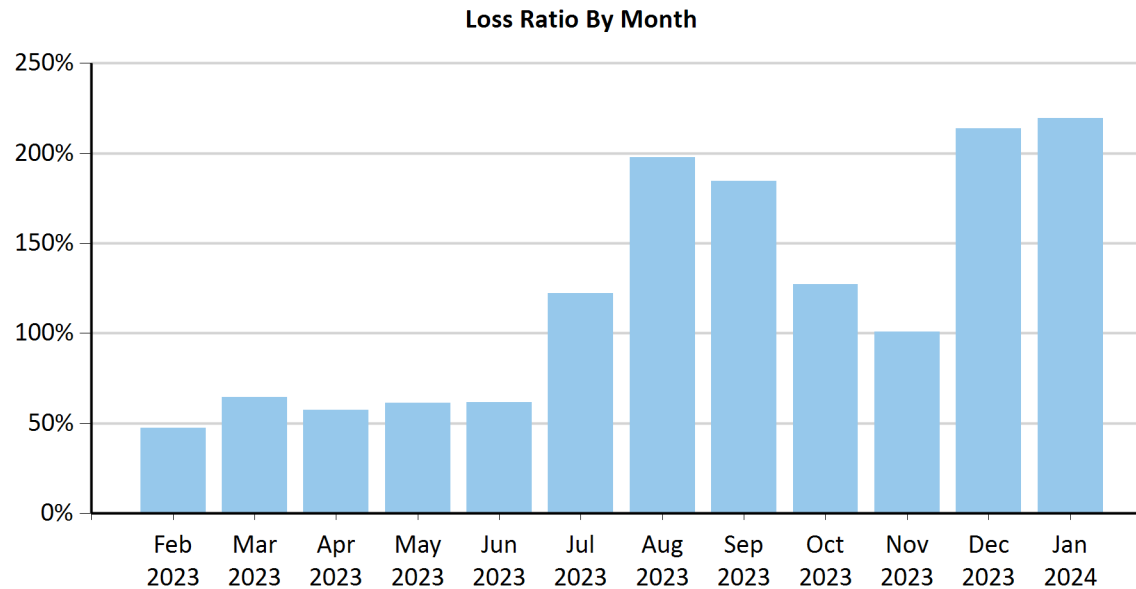
  

<b>PPO</b>	<b><u>PPO Employee Only</u></b>	<b><u>PPO Employee + Spouse</u></b>	<b><u>PPO Employee + Child(ren)</u></b>	<b><u>PPO Family</u></b>
Monthly Premium	\$ 637.85	\$ 1,414.93	\$ 1,426.57	\$ 2,203.64
Monthly HRA cost	433.33	479.17	479.17	479.17
Gross Cost to City, Monthly, Per Employee	\$ 1,071.18	\$ 1,894.10	\$ 1,905.74	\$ 2,682.81
<b><u>Employee Contribution, Monthly, Per Employee</u></b>				
Non-Union Employee	12.5% \$ 133.90	12.5% \$ 236.76	12.5% \$ 238.22	12.5% \$ 335.35
PW Union Employee	12.5% \$ 133.90	12.5% \$ 236.76	12.5% \$ 238.22	12.5% \$ 335.35
PD Sergeant Union Employee	12.5% \$ 133.90	12.5% \$ 236.76	12.5% \$ 238.22	12.5% \$ 335.35
PD Officer Union Employee	12.5% \$ 133.90	12.5% \$ 236.76	12.5% \$ 238.22	12.5% \$ 335.35



**Report Description:** Provides the medical and pharmacy loss ratio and claims for the most recent reported twelve months.

Month	Premium	Medical Paid Claims	Pharmacy Paid Claims	VBC Payments	Total Paid	Medical and Pharmacy Loss Ratio
Feb 2023	\$100,807	\$39,142	\$8,572	\$184	\$47,898	47.5%
Mar 2023	\$100,665	\$42,631	\$20,831	\$1,478	\$64,940	64.5%
Apr 2023	\$100,665	\$38,708	\$18,217	\$766	\$57,690	57.3%
May 2023	\$103,376	\$41,682	\$20,968	\$707	\$63,356	61.3%
Jun 2023	\$104,708	\$41,392	\$22,600	\$725	\$64,718	61.8%
Jul 2023	\$105,464	\$107,321	\$21,537	\$174	\$129,032	122.4%
Aug 2023	\$103,376	\$113,849	\$90,265	\$178	\$204,292	197.6%
Sep 2023	\$103,376	\$106,902	\$83,522	\$160	\$190,584	184.4%
Oct 2023	\$101,444	\$106,266	\$22,604	\$162	\$129,031	127.2%
Nov 2023	\$101,287	\$70,047	\$31,812	\$166	\$102,025	100.7%
Dec 2023	\$101,287	\$182,394	\$33,957	\$157	\$216,509	213.8%
Jan 2024	\$99,955	\$211,529	\$7,645	(\$4)	\$219,169	219.3%
<b>Summary</b>	<b>\$1,226,410</b>	<b>\$1,101,862</b>	<b>\$382,529</b>	<b>\$4,853</b>	<b>\$1,489,244</b>	<b>121.4%</b>

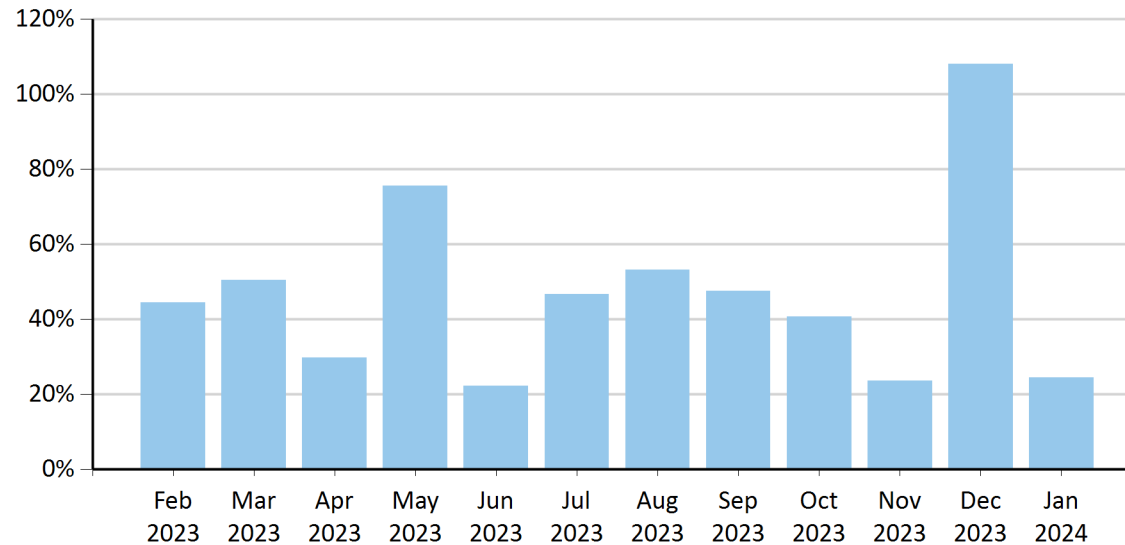


**Key Findings:** The medical and pharmacy loss ratio for the most recent reported month was **97.8% higher** than the average of the most recent reported twelve months, which was 121.4%.

**Report Description:** Provides the medical and pharmacy loss ratio and claims for the most recent reported twelve months.

Month	Premium	Medical Paid Claims	Pharmacy Paid Claims	Total Paid	Medical and Pharmacy Loss Ratio
Feb 2023	\$32,355	\$360	\$14,020	\$14,381	44.4%
Mar 2023	\$33,102	\$9,502	\$7,192	\$16,694	50.4%
Apr 2023	\$33,102	\$1,689	\$8,175	\$9,865	29.8%
May 2023	\$33,261	\$17,619	\$7,506	\$25,125	75.5%
Jun 2023	\$35,380	\$278	\$7,596	\$7,875	22.3%
Jul 2023	\$35,380	\$8,504	\$7,984	\$16,488	46.6%
Aug 2023	\$35,380	\$10,908	\$7,935	\$18,843	53.3%
Sep 2023	\$35,380	\$7,475	\$9,374	\$16,849	47.6%
Oct 2023	\$35,380	\$6,872	\$7,498	\$14,370	40.6%
Nov 2023	\$35,380	\$1,350	\$7,000	\$8,350	23.6%
Dec 2023	\$35,380	\$21,306	\$16,952	\$38,258	108.1%
Jan 2024	\$35,988	\$1,821	\$6,970	\$8,791	24.4%
<b>Summary</b>	<b>\$415,468</b>	<b>\$87,687</b>	<b>\$108,203</b>	<b>\$195,889</b>	<b>47.1%</b>

Loss Ratio By Month



**Key Findings:** The medical and pharmacy loss ratio for the most recent reported month was **22.7% lower** than the average of the most recent reported twelve months, which was 47.1%.



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 Committee #1

Tracking Number

PZC 2024-06 & EDC 2024-18

### Agenda Item Summary Memo

**Title:** PZC 2024-06 Unified Development Ordinance – Text Amendment for Solar Farms

**Meeting and Date:** City Council – March 26, 2024

**Synopsis:** Text Amendment to Unified Development Ordinance regarding solar farms.

### Council Action Previously Taken:

Date of Action: PZC – 3/13/24 Action Taken: Moved forward to City Council agenda.

Item Number: PZC 2024-06 & EDC 2024-18

**Type of Vote Required:** \_\_\_\_\_

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

**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: Sara Mendez, Planner I  
Bart Olson, City Administrator  
Date: March 20, 2024  
Subject: **PZC 2024-06** Alternative Energy Use Standards – Text Amendment  
Solar Farm Regulations

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## **Summary**

A request to amend Section 10-4-13. Alternative Energy Use Standards in the Unified Development Ordinance regarding commercial scale solar farm facilities. The proposed amendments provide additional regulations requiring a minimum distance of one-thousand feet (1,000') from the nearest solar array to a major corridor and the Fox River. Additionally, staff proposes minor text amendments related to typographical errors, clarification regarding solar glare, proof of utility service provider, and easement requirements.

## **Planning and Zoning Commission:**

The Planning and Zoning Commission held a public hearing for the proposed text amendment to the Unified Development Ordinance on March 13, 2024. The commission made the following action on the motion for the request below:

*In consideration of testimony presented during a Public Hearing on March 13, 2024 and discussions conducted at that meeting, the Planning and Zoning Commission recommends approval to the City Council of a request to amend Section 10-4-13 Alternative Energy Use Standards regarding solar farms of the Yorkville Unified Development Ordinance as presented in a staff memorandum dated March 1, 2024.*

### **Action:**

Goins-yes, Millen-yes, Vinyard-yes, Williams-yes, Forristall-yes

**5 ayes; 0 no**

## **Attachments**

1. Draft Approving Ordinance
2. Proposed redlined amendments to Section 10-4-13 Alternative Energy Use Standards in the Unified Development Ordinance
3. Written Opinion by the City Attorney regarding solar farm regulation, prepared by Kathleen Field Orr dated February 19, 2024.
4. Yorkville Solar Farm Projects – Buffer Map
5. Yorkville Solar Farm Projects – ComEd Distribution Electric Lines
6. Figure 7.1: Existing Roadway and Rail Network of the 2016 United City of Yorkville Comprehensive Plan Update.
7. American Planning Association Planning Advisory Service (PAS) Memo titled “*Planning for Utility-Scale Solar Energy Facilities*” dated September/October 2019.
8. Public Hearing Notice

**Ordinance No. 2024-\_\_\_\_\_**

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN AMENDMENT TO THE YORKVILLE UNIFIED DEVELOPMENT ORDINANCE REGARDING ALTERNATIVE ENERGY USE STANDARDS (SOLAR FARMS)**

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

**WHEREAS**, pursuant to Section 10-8-11 of the United City of Yorkville Unified Development Ordinance (“UDO”) the City may initiate amendments to the Zoning Ordinance; and,

**WHEREAS**, the City filed a request seeking an amendment to the UDO to provide regulations requiring a minimum distance of one-thousand feet (1,000’) from the nearest solar array to a major corridor or the Fox River. In addition, the City seeks to make minor amendments related to typographical errors, clarification regarding solar glare, proof of utility service provider, and easement requirements; and,

**WHEREAS**, the Planning and Zoning Commission convened and held a public hearing on March 13, 2024, to consider the request and adopted Findings of Fact with recommendations to the City Council to approve the requested text amendment.

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

**Section 1.** That the above recitals are hereby incorporated and made a part of this Ordinance.

**Section 2.** That a Section 10-19-4-F of the United City of Yorkville Unified Development Ordinance is hereby amended attached hereto and made a part hereof as *Exhibit A*.

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

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

## 10-4-13. Alternative Energy Use Standards

### A. General Requirements for all Alternative Energy Uses.

1. **Applicability.** The provisions of this Section are to establish zoning parameters by which solar and wind energy systems may be installed in the City. Additional renewable energy solutions not mentioned herein may be authorized subject to compliance with the applicable codes and standards of the City.
2. **Use.** ~~Alternative energy systems~~ Solar and Wind Farms shall be an accessory to the principal permitted use of a site.
3. **Abandoned Systems.** All alternative energy systems inactive or inoperable for twelve (12) continuous months shall be deemed abandoned. If the system is deemed abandoned, the owner is required to repair or remove the system from the property at the owner's expense within ninety (90) days after notice from the City. If the owner does not comply with said notice, the Building Code Official shall enforce this as a violation of the Yorkville Zoning Ordinance.
4. **Signage.** No attention getting device is permitted on any alternative energy system. One (1) sign shall be permitted to indicate the emergency contact information of the property owner or operator. Said sign shall not exceed two (2) square feet in size. Graphics, colors, corporate logos, and text on wind energy systems located within business or manufacturing zoned properties are permitted, subject to the discretion of the City Council.
5. **Safety.** All wind energy systems shall be equipped with manual and/or automatic controls and mechanical brakes to limit rotation of blades to prevent uncontrolled rotation.
6. **Lighting.** Alternative energy systems shall not be illuminated, except as required by the FAA or those used in commercial applications such as streetlights.
7. **Shadow Flicker.** No habitable portion of an existing adjacent structure shall be subject to shadow flicker from a wind turbine. Shadow flicker onto an adjacent roof and/or exterior wall which does not contain any windows, doors, and like openings shall be acceptable. If shadow flicker occurs, the operation of the wind turbine shall cease during those times which cause the shadow flicker.
8. **Screening.** There shall be no required mechanical screening for alternative energy systems.
9. **Design.** Wind energy systems and associated tower shall be a nonreflective color. The City Council may impose such conditions as are necessary to eliminate, if at all possible, any adverse effects such system may have on surrounding properties.
10. **Compliance.** Wind energy systems shall meet or exceed current standards of the international building code and Federal Aviation Administration (FAA) requirements, any other agency of the state or federal government with the authority to regulate wind energy systems, and all City codes.
11. **Building Code/Safety Standards.** Any owner or operator of an alternative energy system shall maintain said system in compliance with the standards contained in the current and applicable state or local building codes and any applicable standards for said energy systems that are published by the International Building Code, as amended from time to time. If, upon inspection, the United City of Yorkville concludes that an alternative energy system fails to comply with such codes and standards and constitutes a danger to persons or property, the City Code Official shall require immediate removal of the system at the owner's expense.

**B. Solar Farm.**

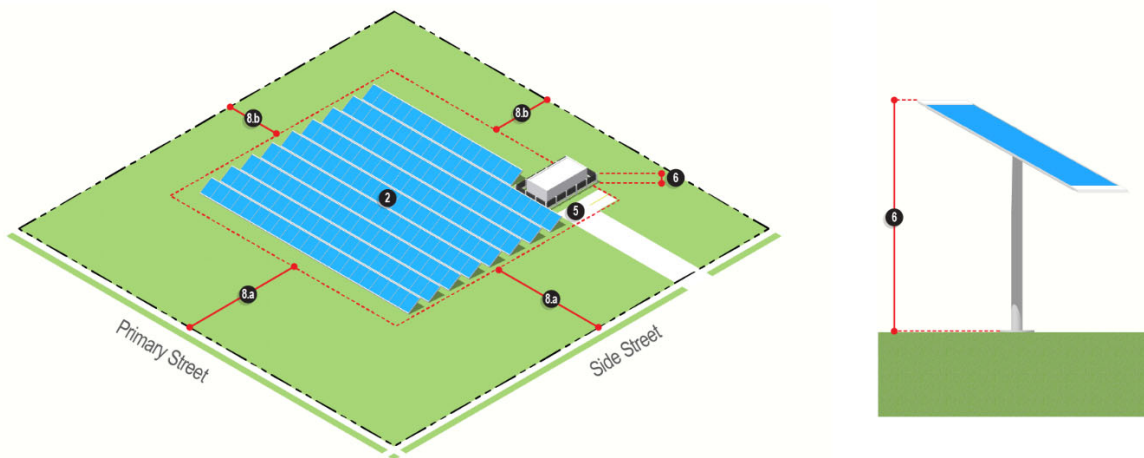
1. No solar farm shall be erected on any lot less than three (3) acres in size.
2. A solar farm use may occupy up to eight-five (85) percent of a given parcel in the M-1 or M-2 District or up to eighty (80) percent of a given parcel in any other District.
3. A certified professional engineer shall certify that the foundation and design on the solar panels are within accepted professional standards, given local soil and climate conditions.
4. Power and communication lines running between banks of solar panels and to electric substations or interconnections with buildings shall be buried underground.
  - a. Evidence shall be provided that the electric utility service provider that serves the proposed site has been notified of the owner's intent to install an interconnected customer owned electricity generator.
- 4.5. Off-street parking provided on site shall be paved. Gravel or other unpaved materials shall be prohibited.
- 5.6. Systems, equipment, and structures shall not exceed thirty feet (30) in height when ground mounted.
- 6.7. Groundcover as specified in Section 10-5-3(A)(7) shall be provided beneath all solar panels.
- 7.8. Ground mounted solar energy collection systems as part of a solar farm shall have a minimum setback for all equipment, excluding fences, of:
  - a. *Front and Corner Yards:* one hundred (100) feet,
  - b. *Side and Rear Yards:* fifty (50) feet from nonresidential property lines and one hundred (100) feet from residential property lines.
  - c. Buffer Areas: one thousand (1,000) feet from the nearest solar array to roadway networks, as defined in Figure 7.1: Existing Roadway and Rail Network of the 2016 United City of Yorkville Comprehensive Plan Update.
  - ~~b.d.~~ Fox River: one thousand (1,000) feet from the nearest solar array to the edge of the bank of the Fox River.
- 8.9. Systems, equipment, and structures shall be fully enclosed and secured by a fence or wall with a height of eight (8) feet. Knox boxes and keys shall be provided at locked entrances for emergency personnel access.
  - a. **Warnings.**
    - (1) Warning signs shall be provided at the entrance to the facility and along the perimeter of the solar farm in locations determined necessary by the Zoning Officer.
    - (2) The signs shall be less than four (4) square feet and made with letters and numbers at least three (3) inches in height and shall include the 911 address and an emergency phone number of the operator which shall be answered twenty-four (24) hours a day by a live operator. A nonemergency phone number for the operator shall also be displayed.
- 9.10. **Outdoor Storage.** Only the outdoor storage of materials, vehicles, and equipment that directly support the operation and maintenance of the ~~wind-solar~~ farm shall be allowed except for outdoor storage that is expressly allowed in the zoning district specified elsewhere in this title.
- 10.11. **Materials Handling, Storage, and Disposal.**
  - a. All solid wastes related to the construction, operation, and maintenance of the solar farm shall be removed from the site promptly and disposed of in accordance with all federal, state, and local laws.

- b. —A list of hazardous fluids that may be used on site shall be provided. All hazardous materials related to the construction, operation, and maintenance of the solar farm shall be handled, stored, transported, and disposed of in accordance with all applicable local, state, and federal laws.

~~11.12.~~ **Decommissioning Plan.** Prior to receiving approval, the applicant shall submit a decommissioning plan to ensure that the solar farm project is properly decommissioned, which shall include:

- a. Provisions describing the triggering events for decommissioning the solar farm project. Any nonfunctioning solar panel/array of the project shall be decommissioned within thirty (30) days unless the operator has shown to the Zoning Administrator that it is diligently repairing such solar panel/array or component.
- b. Procedures for the removal of structures, debris, and cabling, including those below the soil surface,
- c. Provisions for the restoration of the natural soil and vegetation,
- d. An estimate of the decommissioning costs certified by a professional engineer, to be updated every three (3) years or as determined necessary by the Zoning Administrator. The Zoning Administrator may request an independent third-party verification of the decommissioning costs at any time. The costs for this verification shall be reimbursed by the applicant and/or operator.
- e. Financial assurance, secured by the owner or operator, for the purpose of performing the decommissioning, in an amount equal to one-hundred and twenty (120) percent of the professional engineer's certified estimate of the decommissioning cost.
- f. A provision that the terms of the decommissioning plan shall be binding upon the owner or operator and any of his successors, assigns, or heirs.

**Figure 4.4. Solar Farm Standards**



13. Solar Glare: Solar panels shall be placed such that concentrated solar radiation or glare shall not be directed onto nearby properties or roadways.

14. Easement: A blanket easement, or other authorized means of access as determined by the City Attorney, shall be provided over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code.



# Memorandum

To: Planning and Zoning Commission  
From: Krysti J. Barksdale-Noble, Community Development Director  
CC: Sara Mendez, Planner I  
Bart Olson, City Administrator  
Date: March 1, 2024  
Subject: **PZC 2024-06** Alternative Energy Use Standards – Text Amendment  
Solar Farm Regulations

## Summary

A request to amend Section 10-4-13. Alternative Energy Use Standards in the Unified Development Ordinance regarding commercial scale solar farm facilities. The proposed amendments provide additional regulations requiring a minimum distance of one-thousand feet (1,000') from the nearest solar array to a major corridor and the Fox River. Additionally, staff proposes minor text amendments related to typographical errors, clarification regarding solar glare, proof of utility service provider, and easement requirements.

## Background

After feedback from the Economic Development Committee (EDC) in September 2023 regarding a petition for a solar farm development along IL Route 47, staff requested further discussion on policies, guidelines, or preferences for locations of solar developments in the City to provide direction when future petitioners approach the City with large-scale solar projects. To assist with the discussion by the Economic Development Committee regarding potential policies and guidelines for appropriate site location of solar farms, staff researched planning advisory articles (see attached) with recommended parameters for large-scale solar facilities. Some of those recommendations included:

- 1) **Maximum acreage or density** (e.g., not more than two facilities within a two-mile radius) to mitigate the impacts related to the scale of these facilities.
- 2) **Location outside of growth areas** or a specified distance from an identified zoning district, certain land use, or growth area (e.g., Solar Farm must be setback 1,500 feet from a major arterial roadway as identified in the Comprehensive Plan; may not be located within 1,000 feet of an existing residential structure or zoned district; or not within 800 feet from an existing commercial zoning or land use).
- 3) **Avoidance of or minimization of impact to the viewshed** of any scenic, cultural, or recreational resources (i.e., large solar facilities may not be seen from surrounding points that are in line-of-sight with a resource location). Major Yorkville scenic, cultural, or recreational resources may include the Fox River and the Raging Waves waterpark.

Upon review and additional feedback provided in January 2024, the Economic Development Committee recommended the City consider amending the Alternative Energy Use Standards regarding solar farms in the Unified Development Ordinance (UDO) to regulate the following:

- Minimum Distance of 1,000 feet from nearest solar arrays to major roadways
- Minimum Distance of 1,000 feet from nearest solar arrays to the Fox River
- Maximum Number of five (5) solar farms permitted within the city

It is important to note that upon review of the EDC's recommendations, the City Attorney has opined that while she has not been able to find any court decision or statute applicable to municipalities capping the number of solar farms in their communities, she does feel that such a restriction would be problematic due to the broadness of the regulation without a solid justification that couldn't apply to any other land use. Therefore, staff recommends not including a cap on solar farm developments but allow the other proposed regulations to control the development of such uses.



### **Approved & Proposed Solar Farms**

The attached map and following table illustrate the nine (9) solar farm projects that were either approved, previously applied but withdrawn, currently applied, or have inquired if the site is acceptable to the city for development:

<i>Project Name</i>	<i>Parcel Number(s)</i>	<i>Zoning</i>	<i>Development Name</i>	<i>Year</i>	<i>Application Status</i>	<i>Nearest Solar Array to Roadway</i>
<i>GRNE Solar</i>	02-29-100-006	O OFFICE	Kendall Co. Campus	2018	Approved	~900 ft. to US 34
<i>BAP Power</i>	05-03-300-029	B-3 GENERAL BUSINESS	Windmill Farms PUD	2018	Withdrawn	N/A
<i>New Leaf Energy</i>	02-18-400-002 02-17-300-002	A-1 AGRICULTURAL	N/A (Annexed)	2022	Approved	~4,600 ft. to Eldamain Road ~183 ft. to Beecher Road*
<i>Bristol Ridge Solar 105</i>	02-15-126-004	A-1 AGRICULTURAL	Bristol Ridge PUD	2023	Approved	~1,000 ft. to Cannonball Trail
<i>Bristol Ridge Solar 106</i>	02-10-300-017	R-2 SINGLE-FAMILY, R-3 MULTI-FAMILY ATTACHED	Bristol Ridge PUD	2023	Withdrawn	N/A
<i>Lanceleaf Solar</i>	02-04-100-006	B-3 GENERAL BUSINESS	Bailey Meadows PUD	2023	Applied	~150 ft. to IL 47
<i>Yorkville Renewables</i>	02-08-200-030	B-3 GENERAL BUSINESS	Westbury East Village PUD	2023	Applied	~1,100 ft. to IL 47 ~1,500 ft. to Galena Road
<i>New Leaf Energy (Ament Road)</i>	05-16-300-006 05-17-400-005	N/A	N/A (Unincorporated)	2023	Inquiry	N/A
<i>Corneils Solar</i>	02-08-300-011 02-08-300-012 02-08-300-008	N/A	N/A (Unincorporated)	2024	Applied	~1,700 ft. to Corneils Road*

\*Roadway not considered a major roadway as identified in Table 7.1: Existing Roadway and Rail Network in the Yorkville 2016 Comprehensive Plan Update.

Based upon the three (3) approved and three (3) applied for applications for solar farm developments, all but two (2) would meet the proposed minimum 1,000-foot distance to a major roadway. All are well over 1,000 feet from the Fox River.

### **Proposed Text Amendments**

In consideration of the direction provided by the Economic Development Committee and a written opinion by the City Attorney, staff is proposing to amend Section 10-4-13. Alternative Energy Use Standards in the Unified Development Ordinance (UDO) related to solar farms. We are also proposing to make additional minor text amendments within this section of the UDO to correct typographical/grammatical errors, clarification regarding solar glare, requiring proof of utility service provider, and blanket easement requirements. The following is a summary of the proposed amendments:

1. Section 10-4-13.A.2 Use. ~~Alternative energy systems~~ Solar and Wind Farms shall be an accessory to the principal permitted use of a site.
  - a. Staff proposes to amend this section by removing “Alternative energy systems” and replace it with “Solar and Wind Farms” to clarify that only commercial scale solar or wind

- farms are required to be an accessory to the principal permitted use since individual freestanding solar and freestanding wind systems are permitted as principal uses in Section 10-4-13.E and 10-4-13.I of the Unified Development Ordinance.
2. Section 10-4-13.B.4.a. Evidence shall be provided that the electric utility service provider that serves the proposed site has been notified of the owner's intent to install an interconnected customer owned electricity generator.
    - a. Staff proposes to add this clause to ensure the proposed solar farm location has already been submitted for review by the local electric utility provider and thereby a viable location.
  3. Section 10-4-13.B.8.c. Buffer Areas: one thousand (1,000) feet from the nearest solar array to roadway networks, as defined in Figure 7.1: Existing Roadway and Rail Network of the 2016 United City of Yorkville Comprehensive Plan Update.
    - a. Staff proposes to add buffer requirements between solar arrays and major roadways, as proposed by the Economic Development Committee.
  4. Section 10-4-13.B.8.d. Fox River: one thousand (1,000) feet from the nearest solar array to the edge of the bank of the Fox River.
    - a. Staff proposes to add buffer requirements between solar arrays and the Fox River, as proposed by the Economic Development Committee.
  5. Section 10-4-13.B.10. Outdoor Storage. Only the outdoor storage of materials, vehicles, and equipment that directly support the operation and maintenance of the wind solar farm shall be allowed except for outdoor storage that is expressly allowed in the zoning district specified elsewhere in this title.
    - a. Staff proposes to remove "wind" and replace with "solar" as this section of the Unified Development Ordinance specifically refers to solar farms.
  6. Section 10-4-13.B.13. Solar Glare: Solar panels shall be placed such that concentrated solar radiation or glare shall not be directed onto nearby properties or roadways.
    - a. Staff proposes to add language related to solar glare to this section of the Unified Development Ordinance specific to solar farms. Similar language is included for freestanding solar energy systems in Sections 10-4-13.D.3 and 10-4-13.E.3 with the Unified Development Ordinance. Staff believes the exclusion of this proposed language was an inadvertent oversight.
  7. Section 10-4-13.B.14. Easement: A blanket easement, or other authorized means of access as determined by the City Attorney, shall be provided over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code.
    - a. Staff proposes to add language requiring applicants seeking solar farms to provide an easement allowing City staff or its contractor to enter on the property and remove the arrays and equipment should the system be abandoned. This language has been required in all solar farm developments as a condition of the special use but should be codified.

### **Staff Comments**

Staff is supportive of the proposed text amendments to the Alternative Energy Use Standards in the Unified Development Ordinance as it provides further clarification of preferred locations for commercial scale solar farm developments and decreases the potential impact of such projects from scenic viewpoints and significant environmental features.

**Proposed Motion:**

*In consideration of testimony presented during a Public Hearing on March 13, 2024 and discussions conducted at that meeting, the Planning and Zoning Commission recommends approval to the City Council of a request to amend Section 10-4-13 Alternative Energy Use Standards regarding solar farms of the Yorkville Unified Development Ordinance as presented in a staff memorandum dated March 1, 2024 and further subject to {insert any additional conditions of the Planning and Zoning Commission}...*

**Attachments**

1. Draft Approving Ordinance
2. Proposed redlined amendments to Section 10-4-13 Alternative Energy Use Standards in the Unified Development Ordinance
3. Written Opinion by the City Attorney regarding solar farm regulation, prepared by Kathleen Field Orr dated February 19, 2024.
4. Yorkville Solar Farm Projects – Buffer Map
5. Yorkville Solar Farm Projects – ComEd Distribution Electric Lines
6. Figure 7.1: Existing Roadway and Rail Network of the 2016 United City of Yorkville Comprehensive Plan Update.
7. American Planning Association Planning Advisory Service (PAS) Memo titled “*Planning for Utility-Scale Solar Energy Facilities*” dated September/October 2019.
8. Public Hearing Notice

Ordinance No. \_\_\_\_\_

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,  
ILLINOIS, APPROVING AN AMENDMENT TO THE YORKVILLE UNIFIED  
DEVELOPMENT ORDINANCE REGARDING ALTERNATIVE ENERGY USE  
STANDARDS (SOLAR FARMS)**

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

**WHEREAS**, pursuant to Section 10-8-11 of the United City of Yorkville Unified Development Ordinance (“UDO”) the City may initiate amendments to the Zoning Ordinance; and,

**WHEREAS**, the City filed a request seeking an amendment to the UDO to provide regulations requiring a minimum distance of one-thousand feet (1,000’) from the nearest solar array to a major corridor or the Fox River. In addition, the City seeks to make minor amendments related to typographical errors, clarification regarding solar glare, proof of utility service provider, and easement requirements; and,

**WHEREAS**, the Planning and Zoning Commission convened and held a public hearing on March 13, 2024, to consider the request and adopted Findings of Fact with recommendations to the City Council to approve the requested text amendment.

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

**Section 1:** That the above recitals are hereby incorporated and made a part of this Ordinance.

**Section 2:** That a Section 10-19-4-F of the United City of Yorkville Unified Development Ordinance is hereby amended attached hereto and made a part hereof as *Exhibit A*.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

DAN TRANSIER \_\_\_\_\_  
CRAIG SOLING \_\_\_\_\_  
CHRIS FUNKHOUSER \_\_\_\_\_  
SEAVER TARULIS \_\_\_\_\_

KEN KOCH \_\_\_\_\_  
ARDEN JOE PLOCHER \_\_\_\_\_  
RUSTY CORNEILS \_\_\_\_\_  
MATT MAREK \_\_\_\_\_

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

## 10-4-13. Alternative Energy Use Standards

### A. General Requirements for all Alternative Energy Uses.

1. **Applicability.** The provisions of this Section are to establish zoning parameters by which solar and wind energy systems may be installed in the City. Additional renewable energy solutions not mentioned herein may be authorized subject to compliance with the applicable codes and standards of the City.
2. **Use.** ~~Alternative energy systems~~ Solar and Wind Farms shall be an accessory to the principal permitted use of a site.
3. **Abandoned Systems.** All alternative energy systems inactive or inoperable for twelve (12) continuous months shall be deemed abandoned. If the system is deemed abandoned, the owner is required to repair or remove the system from the property at the owner's expense within ninety (90) days after notice from the City. If the owner does not comply with said notice, the Building Code Official shall enforce this as a violation of the Yorkville Zoning Ordinance.
4. **Signage.** No attention getting device is permitted on any alternative energy system. One (1) sign shall be permitted to indicate the emergency contact information of the property owner or operator. Said sign shall not exceed two (2) square feet in size. Graphics, colors, corporate logos, and text on wind energy systems located within business or manufacturing zoned properties are permitted, subject to the discretion of the City Council.
5. **Safety.** All wind energy systems shall be equipped with manual and/or automatic controls and mechanical brakes to limit rotation of blades to prevent uncontrolled rotation.
6. **Lighting.** Alternative energy systems shall not be illuminated, except as required by the FAA or those used in commercial applications such as streetlights.
7. **Shadow Flicker.** No habitable portion of an existing adjacent structure shall be subject to shadow flicker from a wind turbine. Shadow flicker onto an adjacent roof and/or exterior wall which does not contain any windows, doors, and like openings shall be acceptable. If shadow flicker occurs, the operation of the wind turbine shall cease during those times which cause the shadow flicker.
8. **Screening.** There shall be no required mechanical screening for alternative energy systems.
9. **Design.** Wind energy systems and associated tower shall be a nonreflective color. The City Council may impose such conditions as are necessary to eliminate, if at all possible, any adverse effects such system may have on surrounding properties.
10. **Compliance.** Wind energy systems shall meet or exceed current standards of the international building code and Federal Aviation Administration (FAA) requirements, any other agency of the state or federal government with the authority to regulate wind energy systems, and all City codes.
11. **Building Code/Safety Standards.** Any owner or operator of an alternative energy system shall maintain said system in compliance with the standards contained in the current and applicable state or local building codes and any applicable standards for said energy systems that are published by the International Building Code, as amended from time to time. If, upon inspection, the United City of Yorkville concludes that an alternative energy system fails to comply with such codes and standards and constitutes a danger to persons or property, the City Code Official shall require immediate removal of the system at the owner's expense.

**B. Solar Farm.**

1. No solar farm shall be erected on any lot less than three (3) acres in size.
2. A solar farm use may occupy up to eight-five (85) percent of a given parcel in the M-1 or M-2 District or up to eighty (80) percent of a given parcel in any other District.
3. A certified professional engineer shall certify that the foundation and design on the solar panels are within accepted professional standards, given local soil and climate conditions.
4. Power and communication lines running between banks of solar panels and to electric substations or interconnections with buildings shall be buried underground.
  - a. Evidence shall be provided that the electric utility service provider that serves the proposed site has been notified of the owner's intent to install an interconnected customer owned electricity generator.
- 4.5. Off-street parking provided on site shall be paved. Gravel or other unpaved materials shall be prohibited.
- 5.6. Systems, equipment, and structures shall not exceed thirty feet (30) in height when ground mounted.
- 6.7. Groundcover as specified in Section 10-5-3(A)(7) shall be provided beneath all solar panels.
- 7.8. Ground mounted solar energy collection systems as part of a solar farm shall have a minimum setback for all equipment, excluding fences, of:
  - a. *Front and Corner Yards:* one hundred (100) feet,
  - b. *Side and Rear Yards:* fifty (50) feet from nonresidential property lines and one hundred (100) feet from residential property lines.
  - c. Buffer Areas: one thousand (1,000) feet from the nearest solar array to roadway networks, as defined in Figure 7.1: Existing Roadway and Rail Network of the 2016 United City of Yorkville Comprehensive Plan Update.
  - d. Fox River: one thousand (1,000) feet from the nearest solar array to the edge of the bank of the Fox River.
- 8.9. Systems, equipment, and structures shall be fully enclosed and secured by a fence or wall with a height of eight (8) feet. Knox boxes and keys shall be provided at locked entrances for emergency personnel access.
  - a. **Warnings.**
    - (1) Warning signs shall be provided at the entrance to the facility and along the perimeter of the solar farm in locations determined necessary by the Zoning Officer.
    - (2) The signs shall be less than four (4) square feet and made with letters and numbers at least three (3) inches in height and shall include the 911 address and an emergency phone number of the operator which shall be answered twenty-four (24) hours a day by a live operator. A nonemergency phone number for the operator shall also be displayed.
- 9.10. **Outdoor Storage.** Only the outdoor storage of materials, vehicles, and equipment that directly support the operation and maintenance of the ~~wind-solar~~ farm shall be allowed except for outdoor storage that is expressly allowed in the zoning district specified elsewhere in this title.
- 10.11. **Materials Handling, Storage, and Disposal.**
  - a. All solid wastes related to the construction, operation, and maintenance of the solar farm shall be removed from the site promptly and disposed of in accordance with all federal, state, and local laws.

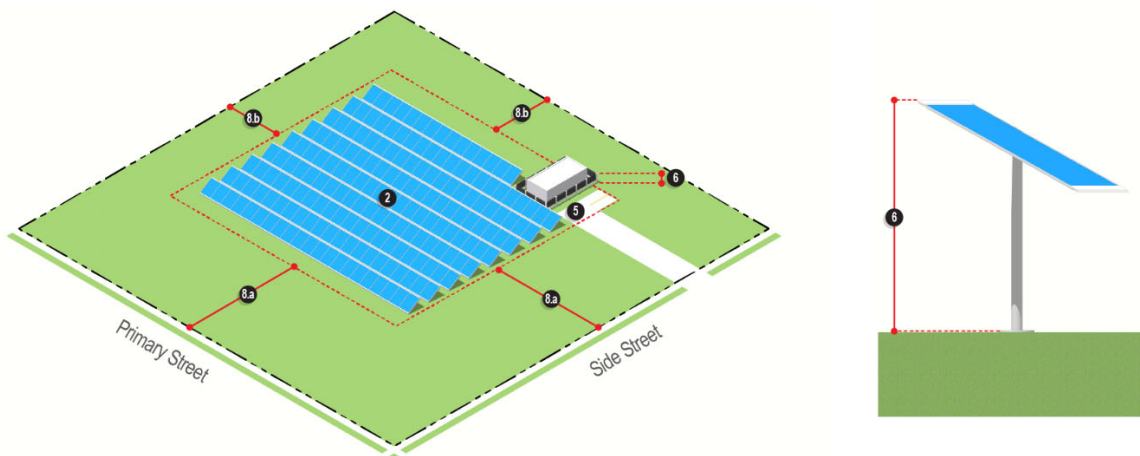
- b. —A list of hazardous fluids that may be used on site shall be provided. All hazardous materials related to the construction, operation, and maintenance of the solar farm shall be handled, stored, transported, and disposed of in accordance with all applicable local, state, and federal laws.



~~11.12.~~ **Decommissioning Plan.** Prior to receiving approval, the applicant shall submit a decommissioning plan to ensure that the solar farm project is properly decommissioned, which shall include:

- a. Provisions describing the triggering events for decommissioning the solar farm project. Any nonfunctioning solar panel/array of the project shall be decommissioned within thirty (30) days unless the operator has shown to the Zoning Administrator that it is diligently repairing such solar panel/array or component.
- b. Procedures for the removal of structures, debris, and cabling, including those below the soil surface,
- c. Provisions for the restoration of the natural soil and vegetation,
- d. An estimate of the decommissioning costs certified by a professional engineer, to be updated every three (3) years or as determined necessary by the Zoning Administrator. The Zoning Administrator may request an independent third-party verification of the decommissioning costs at any time. The costs for this verification shall be reimbursed by the applicant and/or operator.
- e. Financial assurance, secured by the owner or operator, for the purpose of performing the decommissioning, in an amount equal to one-hundred and twenty (120) percent of the professional engineer's certified estimate of the decommissioning cost.
- f. A provision that the terms of the decommissioning plan shall be binding upon the owner or operator and any of his successors, assigns, or heirs.

**Figure 4.4. Solar Farm Standards**



13. Solar Glare: Solar panels shall be placed such that concentrated solar radiation or glare shall not be directed onto nearby properties or roadways.

14. Easement: A blanket easement, or other authorized means of access as determined by the City Attorney, shall be provided over the property to allow the City or its contractor to enter and remove the abandoned system in compliance with the City Code.

**From:** [Kathleen Field Orr](#)  
**To:** [Krysti Barksdale-Noble](#)  
**Cc:** [Bart Olson](#)  
**Subject:** Limitation of Additional Solar Farms  
**Date:** Monday, February 19, 2024 4:35:59 PM  
**Attachments:** [image001.png](#)

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You have requested my opinion as to whether the City could prohibit or cap the number of Solar Farms to be located in the City. While I have not been able to find any court decision or statute applicable to municipalities addressing this question, I do believe that such a restriction could be very problematic. What is unclear is the basis for such a restriction. Is it because Solar Farms generate minimal real estate taxes? Because Solar Farms do not create much job opportunity? But, with regard to taxes or jobs, how are Solar Farms different from not-for-profit organizations? Are all Solar Farms the same that a prohibition would apply to all? Would the restriction apply to community solar farms?

In 2023, Section 55 ILCS 5/5-12030 of the Counties Code was revised to specifically set siting regulations and prohibits counties from being more restrictive than the regulations set forth in the Counties Code. The statute provides a laundry list of permitted regulations but prohibits any regulation which is more restrictive. It has been interpreted to apply to municipalities but, having read the statute, I do not think it does, but then I think it is only a matter of time.

I would suggest that a study be made of restrictions of the location, size, and proximity to residential communities to determine if the City can prevent a proliferation of Solar Farms which would have a negative impact on the community.

kfo

**Kathleen Field Orr | Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.**

1804 North Naper Boulevard, Suite 350  
Naperville, Illinois 60563

O:630-682-0085  
C:708-267-6244

[kfo@ottosenlaw.com](mailto:kfo@ottosenlaw.com) | [www.ottosenlaw.com](http://www.ottosenlaw.com)



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# Memorandum

**To:** Krysti Barksdale-Noble  
**From:** Kathleen Field Orr, City Attorney  
**Date:** March 1, 2024  
**Re:** Solar Farms

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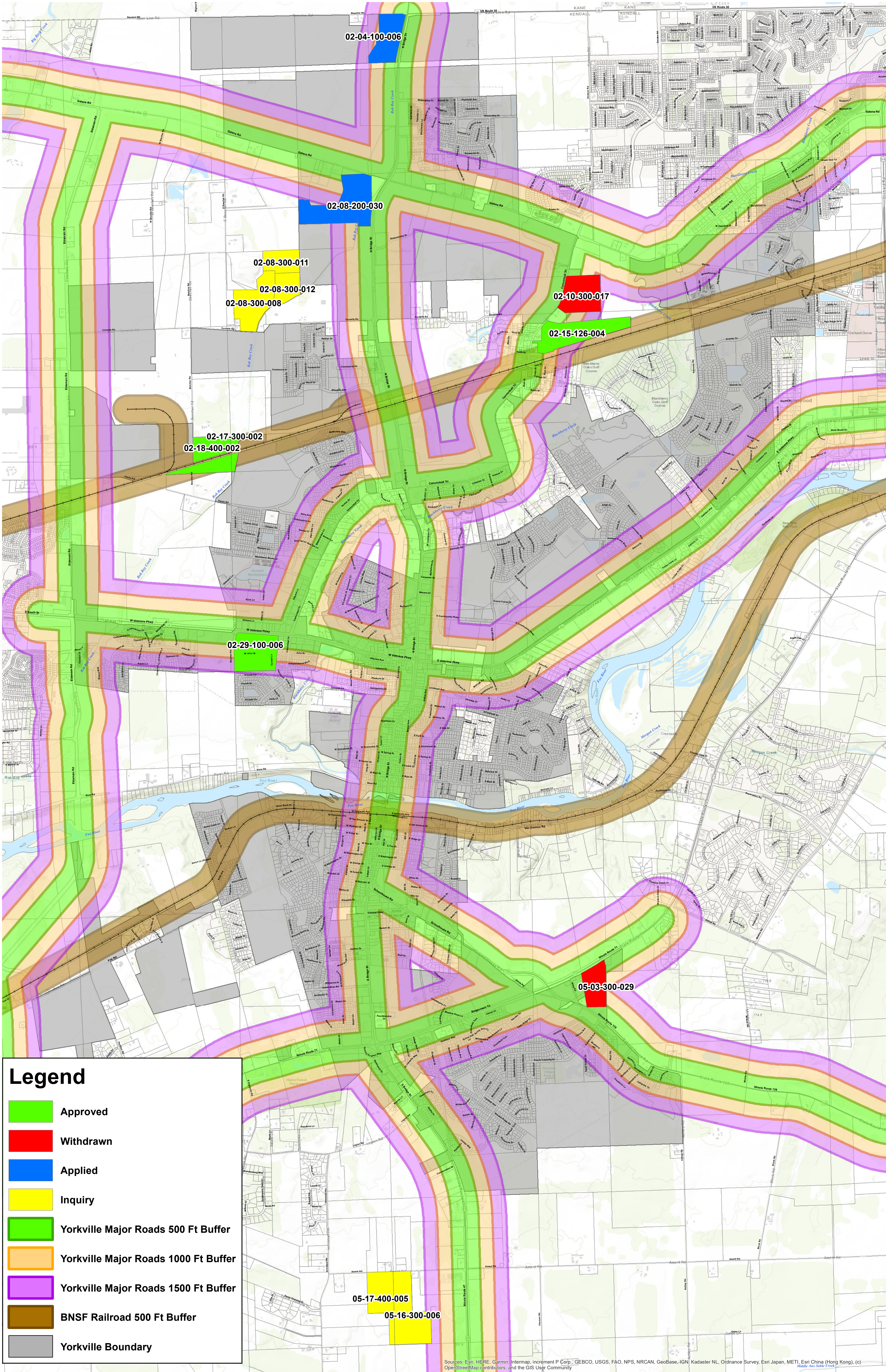
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In 2023, Section 55 ILCS 5/5-12030 of the Counties Code was revised to specifically establish siting regulations and prohibit counties from being more restrictive than the regulations set forth in the Counties Code. The statute provides a laundry list of permitted regulations but prohibits any regulation which is more restrictive. It has been interpreted to apply to municipalities however, having read the statute, I do not think it does, but I do believe it is only a matter of time before similar regulations will be imposed upon municipalities.

I would suggest that a study be made of restrictions of the location, size, and proximity to residential communities to allow the City to prevent a proliferation of Solar Farms which could have a negative impact on the community.

KFO





### Legend

Approved

Withdrawn

Applied

Inquiry

Yorkville Major Roads 500 Ft Buffer

Yorkville Major Roads 1000 Ft Buffer

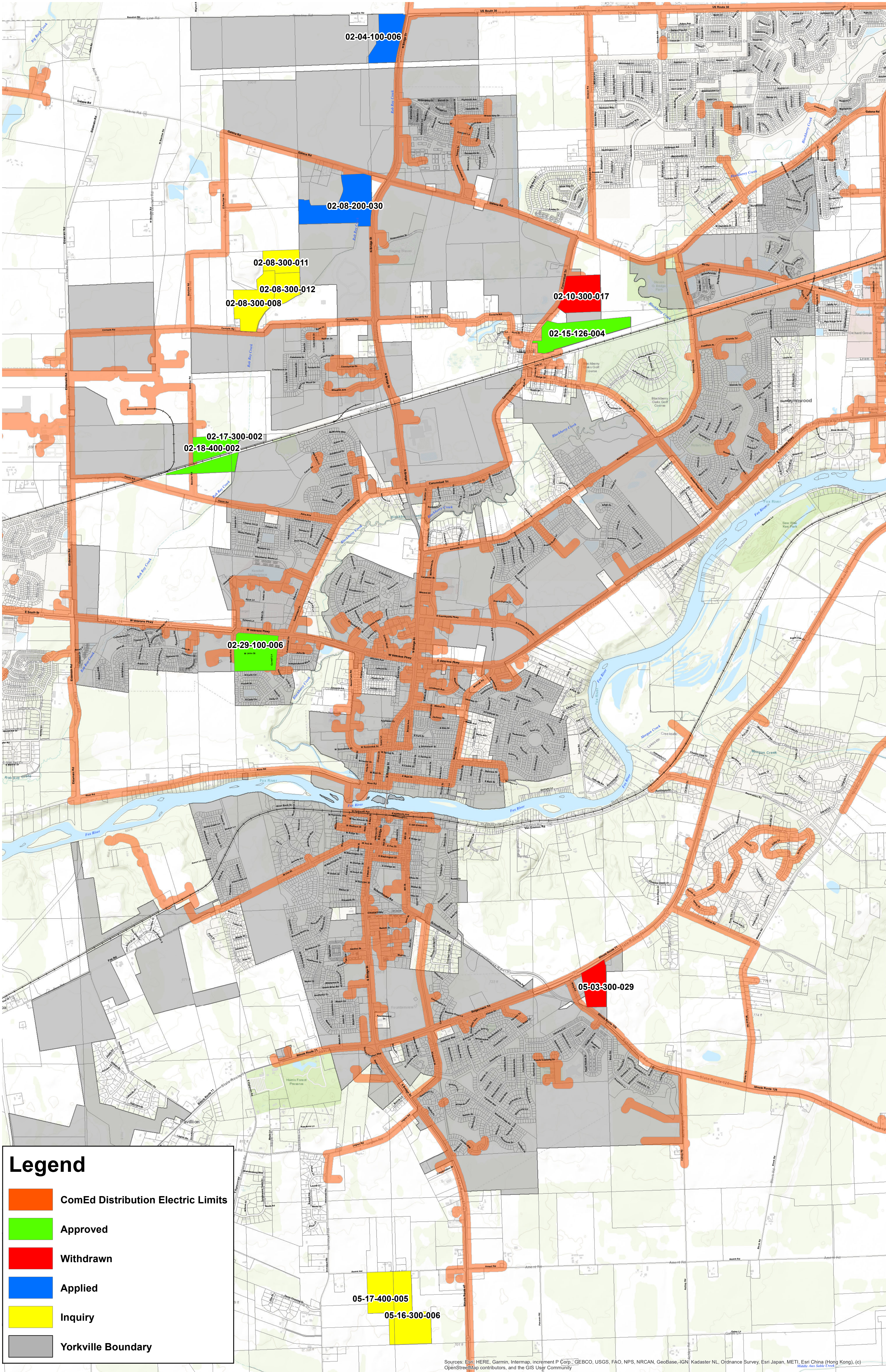
Yorkville Major Roads 1500 Ft Buffer

BNSF Railroad 500 Ft Buffer

Yorkville Boundary

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community





### Legend

ComEd Distribution Electric Limits

Approved

Withdrawn

Applied

Inquiry

Yorkville Boundary

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



impacts on roadway capacity and would need to be studied in further detail. Two roadway segments for which capacity constraints may be an issue in 2040 are highlighted in red in Table 7.1.

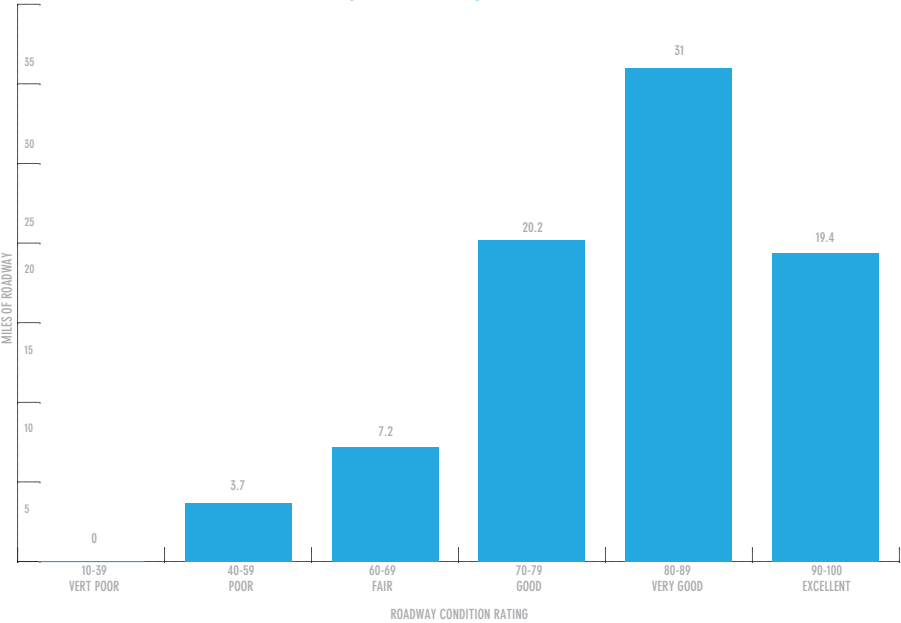
With the proposed roadway widening, Yorkville's transportation network is expected to be able to accommodate traffic forecasts. CMAP and IDOT update their plans on a regular basis to address changes in travel patterns and financial conditions. These plan updates should be monitored to determine if there are changes in conditions or planned improvements.

Pavement condition is another important factor in keeping the transportation network in a state of good repair. The City of Yorkville conducts pavement

condition surveys on local roads on an as-needed basis to identify transportation project priorities for the City's Capital Improvement Plan (CIP). The City's 2015 budget as approved by City Council stated that the City's combined roadway score for roadways within the jurisdiction of the City of Yorkville is 82 out of a possible score 100. Graph 7.1 shows the share of roadways in each condition category by total mileage of roadway.

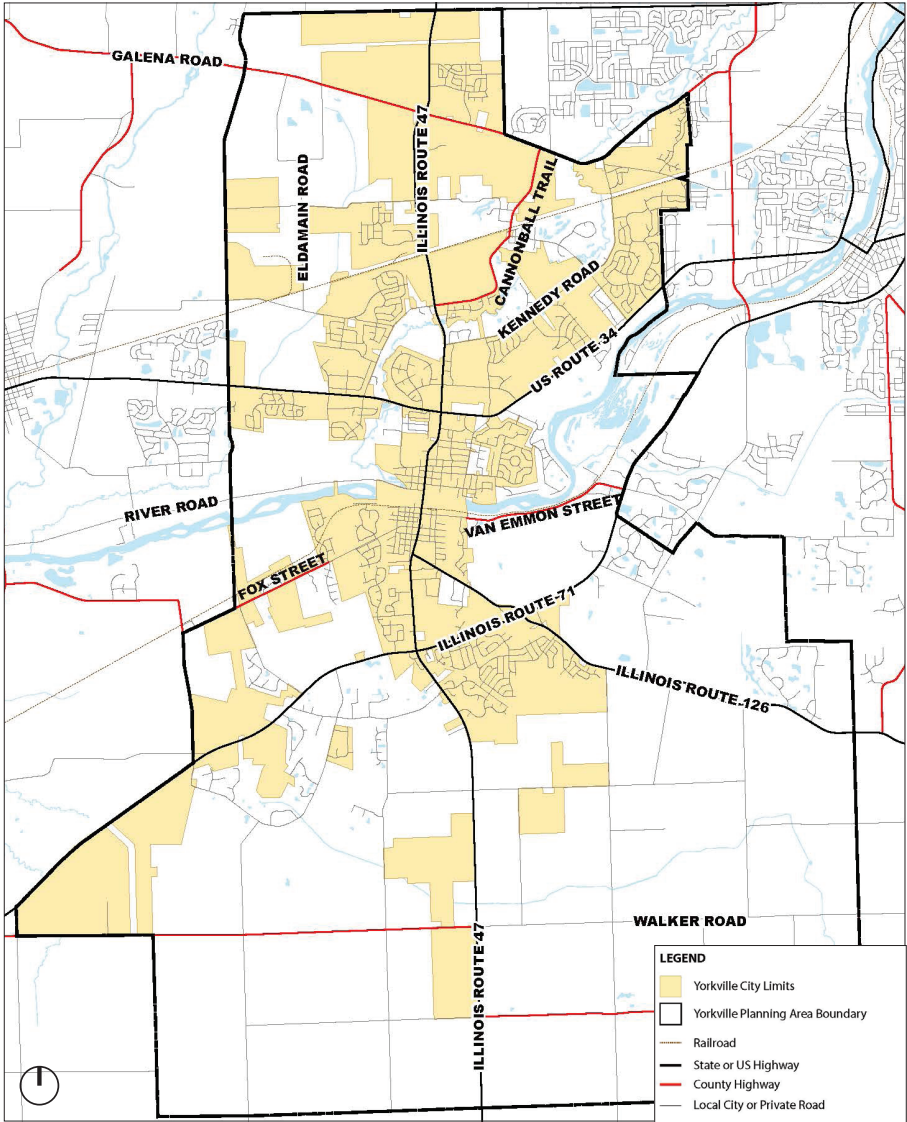
In order to keep the roadway network in a state of good repair, the City estimated a need of \$2.1 million annually for roadway improvements. \$1 million has been funded. The City anticipates that the combined roadway score will drop from 82 to 77 by 2018 with some exceptions for roadway improvement projects currently under way.

Graph 7.1: Roadway Conditions



Source: City of Yorkville

Figure 7.1: Existing Roadway and Rail Network





American Planning Association  
**Planning Advisory Service**  
*Creating Great Communities for All*

September/October 2019

# PAS MEMO

## Planning for Utility-Scale Solar Energy Facilities

*By Darren Coffey, AICP*

Solar photovoltaics (PV) are the fastest-growing energy source in the world due to the decreasing cost per kilowatt-hour—60 percent to date since 2010, according to the U.S. Department of Energy (U.S. DOE n.d.)—and the comparative speed in constructing a facility. Solar currently generates 0.4 percent of global electricity, but some University of Oxford researchers estimate its share could increase to 20 percent by 2027 (Hawken 2017). Utility-scale solar installations are the most cost-effective solar PV option (Hawken 2017).

Transitioning from coal plants to solar significantly decreases carbon dioxide emissions and eliminates sulfur, nitrous oxides, and mercury emissions. As the U.S. Department of Energy states, “As the cleanest domestic energy source available, solar supports broader national priorities, including national security, economic growth, climate change mitigation, and job creation” (U.S. DOE n.d.). As a result, there is growing demand for solar energy from companies (e.g., the “[RE100](#),” 100 global corporations committed to sourcing 100 percent renewable electricity by 2050) and governments (e.g., the [Virginia Energy Plan](#) commits the state to 16 percent renewable energy by 2022).

Federal and state tax incentives have accelerated the energy industry’s efforts to bring facilities online as quickly as possible. This has created a new challenge for local governments, as many are ill-prepared to consider this new and unique land-use option. Localities are struggling with how to evaluate utility-scale solar facility applications, how to update their land-use regulations, and how to achieve positive benefits for hosting these clean energy facilities.

As a land-use application, utility-scale solar facilities are processed as any other land-use permit. Localities use the tools available: the existing comprehensive (general) plan and zoning ordinance. In many cases, however, plans and ordinances do not address this type of use. Planners will need to amend these documents to bring some structure, consistency, and transparency to the evaluation process for utility-scale solar facilities.



*Figure 1. Utility-scale solar facilities are large-scale uses that can have significant land-use impacts on communities. Photo by Flickr user U.S. Department of Energy/Michael Faria.*

Unlike many land uses, these solar installations will occupy vast tracts of land for one or more generations; they require tremendous local resources to monitor during construction (and presumably decommissioning); they can have significant impacts on the community depending on their location, buffers, installation techniques, and other factors (Figure 1); and they are not readily adaptable for another industrial or commercial use, hence the need for decommissioning.

While solar energy aligns with sustainability goals held by an increasing number of communities, solar industries must bring an overall value to the locality beyond the clean energy label. Localities must consider the other elements of sustainability and make deliberate decisions regarding impacts and benefits to the social fabric, natural environment, and local economy. How should a locality properly evaluate the overall impacts of a large-scale clean energy land use on the community?

This *PAS Memo* examines utility-scale solar facility uses and related land-use issues. It defines and classifies these facilities,





Figure 2. Components of a solar farm: solar panels (left), substation (center), and high-voltage transmission lines (right). Photos courtesy Berkley Group (left, right) and Pixabay (center).

analyzes their land-use impacts, and makes recommendations for how to evaluate and mitigate those impacts. While public officials tend to focus on the economics of these facilities and their overall fiscal impact to the community, the emphasis for planners is on the direct land-use considerations that should be carefully evaluated (e.g., zoning, neighbors, viewsheds, and environmental impacts). Specific recommendations and sample language for addressing utility-scale solar in comprehensive plans and zoning ordinances are provided at the end of the article.

### The Utility-Scale Solar Backdrop

In contrast to solar energy systems generating power for on-site consumption, utility-scale solar, or a solar farm, is an energy generation facility that supplies power to the grid. These

facilities are generally more than two acres in size and have capacities in excess of one megawatt; today's utility-scale solar facilities may encompass hundreds or even thousands of acres. A solar site may also include a substation and a switchyard, and it may require generator lead lines (*gen-tie* lines) to *interconnect* to the grid (Figure 2).

From 2008 to 2019, U.S. solar photovoltaic (PV) installations have grown from generating 1.2 gigawatts (GW) to 30 GW (SEIA 2019). The top 10 states generating energy from solar PV are shown in Figure 3. For many of these initial projects, local planning staff independently compiled information through research, used model ordinances, and relied on professional networks to cobble together local processes and permit conditions to better address the adverse impacts associated with utility-scale solar.

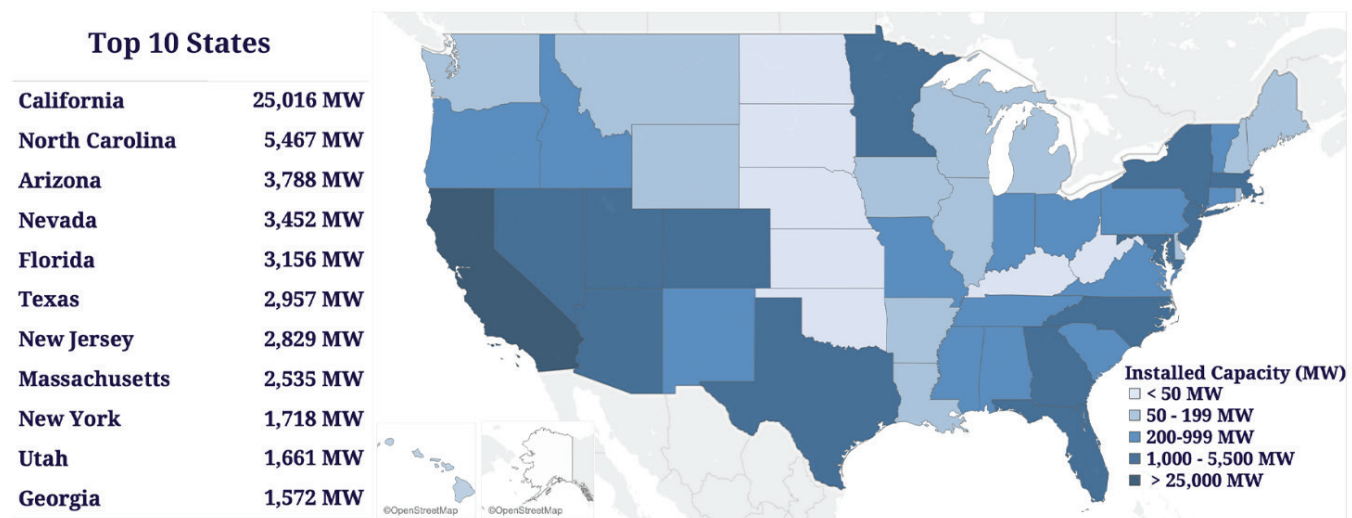


Figure 3. Utility solar capacity in the United States in 2019. Courtesy Solar Energy Industry Association.



However, each individual project brings unique challenges related to size, siting, compatibility with surrounding uses, mitigating impacts through setbacks and buffers, land disturbance processes and permits, financial securities, and other factors. This has proven to be a significant and ongoing challenge to local planning staff, planning commissions, and governing bodies.

Some localities have adopted zoning regulations to address utility-scale solar facilities based on model solar ordinance templates created by state or other agencies for solar energy facilities. However, these ordinances may not be sufficient to properly mitigate the adverse impacts of these facilities on communities. Many of these initial models released in the early 2010s aimed to promote clean energy and have failed to incorporate lessons learned from actual facility development. In addition, the solar industry has been changing at a rapid pace, particularly regarding the increasing scale of facilities. Planners should therefore revisit any existing zoning regulations for utility-scale solar facilities to ensure their relevance and effectiveness.

Rapid growth of utility-scale solar facilities has emerged for rural communities, particularly those that have significant electrical grid infrastructure. Many rural counties have thousands of acres of agricultural and forested properties in various levels of production. Land prices tend to be much more cost-effective in rural localities, and areas located close to high-voltage electric transmission lines offer significant cost savings to the

industry. Figure 4 shows the extent of existing electric transmission lines in one rural Virginia county.

Federal and state tax incentives have further accelerated the pace of utility-scale solar developments, along with decreasing solar panel production costs. These factors all combine to create land-use development pressure that, absent effective and relevant land-use regulatory and planning tools, creates an environment where it is difficult to properly evaluate and make informed decisions for the community's benefit.

### Solar Facility Land-Use Impacts

As with any land-use application, there are numerous potential impacts that need to be evaluated with solar facility uses. All solar facilities are not created equal, and land-use regulations should reflect those differences in scale and impact accordingly.

Utility-scale solar energy facilities involve large tracts of land involving hundreds, if not thousands, of acres. On these large tracts, the solar panels often cover more than half of the land area. The solar facility use is often pitched as “temporary” by developers, but it has a significant duration—typically projected by applicants as up to 40 years.

Establishing such a solar facility use may take an existing agricultural or forestry operation out of production, and resuming such operations in the future will be a challenge. Utility-scale solar can take up valuable future residential, commercial, or industrial growth land when located near cities, towns, or other

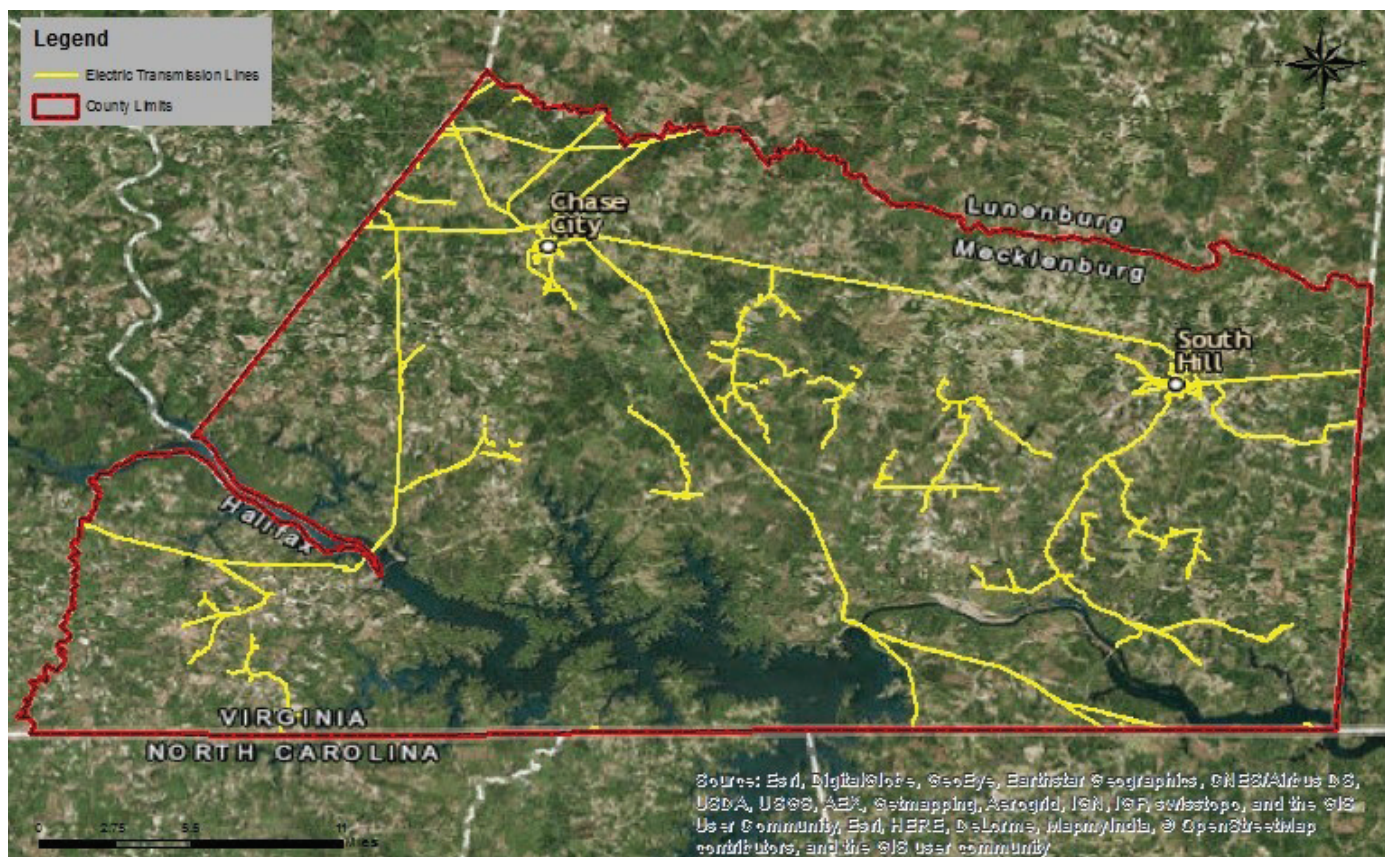


Figure 4. Electric transmission lines in Mecklenburg County, Virginia. Courtesy Berkley Group.

identified growth areas. If a solar facility is close to a major road or cultural asset, it could affect the watershed and attractiveness of the area. Because of its size, a utility-scale solar facility can change the character of these areas and their suitability for future development. There may be other locally specific potential impacts. In short, utility-scale solar facility proposals must be carefully evaluated regarding the size and scale of the use; the conversion of agricultural, forestry, or residential land to an industrial-scale use; and the potential environmental, social, and economic impacts on nearby properties and the area in general.

To emphasize the potential impact of utility-scale solar facilities, consider the example of one 1,408-acre (2.2-square-mile) Virginia town with a 946-acre solar facility surrounding its north and east sides. The solar project area is equal to approximately 67 percent of the town's area. A proposed 332.5-acre solar facility west of town increases the solar acres to 1,278.5, nearly the size of the town. Due to its proximity to multiple high-voltage electrical transmission lines, other utility-scale solar facilities are also proposed for this area, which would effectively lock in the town's surrounding land-use pattern for the next generation or more.

The following considerations are some of the important land-use impacts that utility-scale solar may have on nearby communities.

### ***Change in Use/Future Land Use***

A primary impact of utility-scale solar facilities is the removal of forest or agricultural land from active use. An argument often made by the solar industry is that this preserves the land for future agricultural use, and applicants typically state that the land will be restored to its previous condition. This is easiest when the land was initially used for grazing, but it is still not without its challenges, particularly over large acreages. Land with significant topography, active agricultural land, or forests is more challenging to restore.

It is important that planners consider whether the industrial nature of a utility-scale solar use is compatible with the locality's vision. Equally as important are imposing conditions that will enforce the assertions made by applicants regarding the future restoration of the site and denying applications where those conditions are not feasible.

**Agricultural/Forestry Use.** Agricultural and forested areas are typical sites for utility-scale solar facility uses. However, the use of prime agricultural land (as identified by the USDA or by state agencies) and ecologically sensitive lands (e.g., riparian buffers, critical habitats, hardwood forests) for these facilities should be scrutinized.

For a solar facility, the site will need to be graded in places and revegetated to stabilize the soil. That vegetation typically needs to be managed (e.g., by mowing, herbicide use, or sheep grazing) over a long period of time. This prolonged vegetation management can change the natural characteristics of the soil, making restoration of the site for future agricultural use more difficult. While native plants, pollinator plants, and grazing options exist and are continually being explored, there are logistical issues with all of them, from soil quality impacts to compatibility of animals with the solar equipment.

A deforested site can be reforested in the future, but over an additional extended length of time, and this may be delayed or the land left unforested at the request of the landowner at the time of decommissioning. Clearcutting forest in anticipation of a utility-scale solar application should be avoided but is not uncommon. This practice potentially undermines the credibility of the application, eliminates what could have been natural buffers and screening, and eliminates other landowner options to monetize the forest asset (such as for carbon or nutrient credits).

For decommissioning, the industry usually stipulates removal of anything within 36 inches below the ground surface. Unless all equipment is specified for complete removal and this is properly enforced during decommissioning, future agricultural operations would be planting crops over anything left in the ground below that depth, such as metal poles, concrete footers, or wires.

**Residential Use.** While replacing agricultural uses with residential uses is a more typical land-use planning concern, in some areas this is anticipated and desired over time. "People have to live somewhere," and this should be near existing infrastructure typical of cities, towns, and villages rather than sprawled out over the countryside. This makes land lying within designated growth areas or otherwise located near existing population centers a logical location for future residential use. Designated growth areas can be important land-use strategies to accommodate future growth in a region. Permitting a utility-scale use on such land ties it up for 20–40 years (a generation or two), which may be appropriate in some areas, but not others.

**Industrially Zoned Land.** Solar facilities can be a good use of brownfields or other previously disturbed land. A challenge in many rural areas, however, is that industrially zoned land is limited, and both public officials and comprehensive plan policies place a premium on industries that create and retain well-paying jobs. While utility-scale solar facilities are not necessarily incompatible with other commercial and industrial uses, the amount of space they require make them an inefficient use of industrially zoned land, for which the "highest and best use" often entails high-quality jobs and an array of taxes paid to the locality (personal property, real estate, machinery and tool, and other taxes).

### ***Location***

The location of utility-scale solar facilities is the single most important factor in evaluating an application because of the large amount of land required and the extended period that land is dedicated to this singular use, as discussed above.

Solar facilities can be appropriately located in areas where they are difficult to detect, the prior use of the land has been marginal, and there is no designated future use specified (i.e., not in growth areas, not on prime farmland, and not near recreational or historic areas). Proposed facilities adjacent to corporate boundaries, public rights-of-way, or recreational or cultural resources are likely to be more controversial than facilities that are well placed away from existing homes, have natural buffers, and don't change the character of the area from the view of local residents and other stakeholders.





Figure 5. This scenic vista would be impacted by a solar facility proposed for the far knoll. Photo courtesy Berkley Group.

### **Concentration of Uses**

A concentration of solar facilities is another primary concern. The large scale of this land use, particularly when solar facilities are concentrated, also significantly exacerbates adverse impacts to the community in terms of land consumption, use pattern disruptions, and environmental impacts (e.g., storm-water, erosion, habitat). Any large-scale homogenous land use should be carefully examined—whether it is rooftops, impervious surface, or solar panels. Such concentrated land uses change the character of the area and alter the natural and historic development pattern of a community.

The attraction of solar facilities to areas near population centers is a response to the same forces that attract other uses—the infrastructure is already there (electrical grid, water and sewer, and roads). One solar facility in a given geographic area may be an acceptable use of the land, but when multiple facilities are attracted to the same geography for the same reasons, this tips the land-use balance toward too much of a single use. The willingness of landowners to cooperate with energy companies is understandable, but that does not automatically translate into good planning for the community. The short- and medium-term gains for individual landowners can have a lasting negative impact on the larger community.

### **Visual Impacts**

The visual impact of utility-scale solar facilities can be significantly minimized with effective screening and buffering, but this is more challenging in historic or scenic landscapes. Solar facilities adjacent to scenic byways or historic corridors may negatively impact the rural aesthetic along these transporta-

tion routes. Buffering or screening may also be appropriate along main arterials or any public right-of-way, regardless of special scenic or historic designation.

The location of large solar facilities also needs to account for views from public rights-of-way (Figure 5). Scenic or historic areas should be avoided, while other sites should be effectively screened from view with substantial vegetative or other types of buffers. Berms, for example, can provide a very effective screen, particularly if combined with appropriate vegetation.

### **Decommissioning**

The proper decommissioning and removal of equipment and other improvements when the facility is no longer operational presents significant challenges to localities.

Decommissioning can cost millions in today's dollars. The industry strongly asserts that there is a significant salvage value to the solar arrays, but there may or may not be a market to salvage the equipment when removed. Further, the feasibility of realizing salvage value may depend on who removes the equipment—the operator, the tenant, or the landowner (who may not be the same parties as during construction)—as well as when it is removed.

Providing for adequate security to ensure that financial resources are available to remove the equipment is a significant challenge. Cash escrow is the most reliable security for a locality but is the most expensive for the industry and potentially a financial deal breaker. Insurance bonds or letters of credit seem to be the most acceptable forms of security but can be difficult to enforce as a practical matter. The impact of inflation over decades is difficult to calculate; therefore, the posted financial security to ensure a proper decommissioning should be reeval-

# Conceptual Site Plan

## Wildlife Corridors

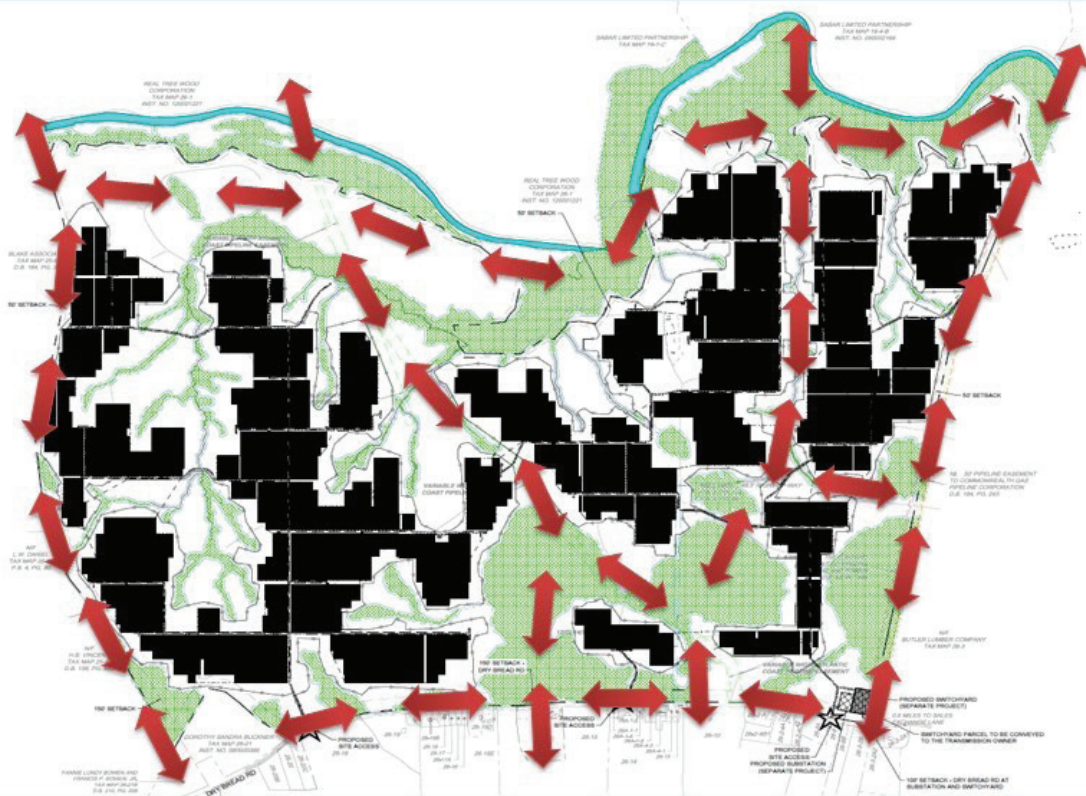


Figure 6. A conceptual site plan for a 1,491-acre utility-scale solar facility showing wildlife corridors throughout the site. Courtesy Dominion Energy.

uated periodically—usually every five years or so. The worst possible outcome for a community (and a farmer or landowner) would be an abandoned utility-scale solar facility with no resources available to pay for its removal.

### Additional Solar Facility Impacts

In addition to the land-use impacts previously discussed, there are a number of significant environmental and economic impacts associated with utility-scale solar facilities that should be addressed as part of the land-use application process.

### Environmental Impacts

While solar energy is a renewable, green resource, its generation is not without environmental impacts. Though utility-scale solar facilities do not generate the air or water pollution typical of other large-scale fossil-fuel power production facilities, impacts on wildlife habitat and stormwater management can be significant due to the large scale of these uses and the resulting extent of land disturbance. The location of sites, the arrangement of panels within the site, and the ongoing management of the site are important in the mitigation of such impacts.

**Wildlife Corridors.** In addition to mitigating the visual impact of utility-scale solar facilities, substantial buffers can act as wildlife corridors along project perimeters. The arrangement of panels within a project site is also important to maintain areas conducive to wildlife travel through the site. Existing trees, wetlands, or other vegetation that link open areas should be preserved as wildlife cover. Such sensitivity to the land's environmental features also breaks up the panel bay groups and will make the eventual restoration of the land to its previous state that much easier and more effective. A perimeter fence is a barrier to wildlife movement, while fencing around but not in between solar panel bays creates open areas through which animals can continue to travel (Figure 6).

**Stormwater, Erosion, and Sediment Control.** The site disturbance required for utility-scale solar facilities is significant due to the size of the facilities and the infrastructure needed to operate them. These projects require the submission of both stormwater (SWP) and erosion/sediment control (ESC) plans to comply with federal and state environmental regulations.

Depending on the site orientation and the panels to be used, significant grading may be required for panel placement, roads, and other support infrastructure. The plan review and submis-





Figure 7. Examples of compliance (left) and noncompliance (right) with erosion and sediment control requirements. Photos courtesy Berkley Group.

sion processes are no different with these facilities than for any other land-disturbing activity. However, such large-scale grading project plans are more complex than those for other uses due primarily to the scale of utility solar. Additionally, the impervious nature of the panels themselves creates stormwater runoff that must be properly controlled, managed, and maintained.

Due to this complexity, it is recommended that an independent third party review all SWP and ESC plans in addition to the normal review procedures. Many review agencies (local, regional, or state) are under-resourced or not familiar with large-scale grading projects or appropriate and effective mitigation measures. It is in a locality's best interest to have the applicant's engineering and site plans reviewed by a licensed third party prior to and in addition to the formal plan review process. Most localities have engineering firms on call that can perform such reviews on behalf of the jurisdiction prior to formal plan review submittal and approval. This extra step, typically paid for by the applicant, helps to ensure the proper design of these environmental protections (Figure 7).

The successful implementation of these plans and ongoing maintenance of the mitigation measures is also critical and should be addressed in each proposal through sufficient performance security requirements and long-term maintenance provisions.

#### **Cultural, Environmental, and Recreational Resources.**

Every proposed site should undergo an evaluation to identify any architectural, archaeological, or other cultural resources on or near proposed facilities. Additionally, sites located near recreational, historic, or environmental resources should be avoided. Tourism is recognized as a key sector for economic growth in many regions, and any utility-scale solar facilities that might be visible from a scenic byway, historic site, recreational amenity, or similar resources could have negative consequences for those tourist attractions.

#### **Economic Impacts**

This *PAS Memo* focuses on the land-use impacts of utility-scale solar facilities, but planners should also be aware of economic considerations surrounding these uses for local governments and communities.

**Financial Incentives.** Federal and state tax incentives benefit the energy industry at the expense of localities. The initial intent of industry-targeted tax credits was to act as an economic catalyst to encourage the development of green energy. An unintended consequence has been to benefit the solar industry by saving it tax costs at the expense of localities, which don't receive the benefit of the full taxable rate they would normally receive.

**Employment.** Jobs during construction (and decommissioning) can be numerous, but utility-scale solar facilities have minimal operational requirements otherwise. Very large facilities may employ one or two full-time-equivalent employees. During the construction phase there are typically hundreds of employees who need local housing, food, and entertainment.

**Fiscal Impact.** The positive fiscal impact to landowners who lease or sell property for utility-scale solar facilities is clear. However, the fiscal impact of utility-scale solar facilities to the community as a whole is less clear and, in the case of many localities, may be negligible compared with their overall budget due to tax credits, low long-term job creation, and other factors.

**Property values.** The impact of utility-scale solar facilities is typically negligible on neighboring property values. This can be a significant concern of adjacent residents, but negative impacts to property values are rarely demonstrated and are usually directly addressed by applicants as part of their project submittal.

#### **Solar Facilities in Local Policy and Regulatory Documents**

The two foundational land-use tools for most communities are their comprehensive (general) plans and zoning ordinances.

These two land-use documents are equally critical in the evaluation of utility-scale solar facilities. A community's plan should discuss green energy, and its zoning ordinance should properly enable and regulate green energy uses.

### ***The Comprehensive Plan***

The comprehensive plan establishes the vision for a community and should discuss public facilities and utilities. However, solar facilities are not directly addressed in many comprehensive plans.

If solar energy facilities are desired in a community, they should be discussed in the comprehensive plan in terms of green infrastructure, environment, and economic development goals. Specific direction should be given in terms of policy objectives such as appropriate locations and conditions. If a community does not desire such large-scale land uses because of their impacts on agriculture or forestry or other concerns, then that should be directly addressed in the plan.

Some states, such as Virginia, require a plan review of public facilities—including utility-scale solar facilities—for substantial conformance with the local comprehensive plan (see [Code of Virginia §15.2-2232](#)). This typically requires a review by the planning commission of public utility facility proposals, whether publicly or privately owned, to determine if their general or approximate locations, characters, and extents are substantially in accord with the comprehensive plan.

Most comprehensive plans discuss the types of industry desired by the community, the importance of agricultural operations, and any cultural, recreational, historic, or scenic rural landscape features. An emphasis on tourism, job growth, and natural and scenic resource protection may not be consistent with the use pattern associated with utility-scale solar facilities. If a plan is silent on the solar issue, this may act as a barrier to approving this use. Plans should make clear whether utility-scale solar is desired and, if so, under what circumstances.

This plan review process should precede any other land-use

application submittal, though it may be performed concurrently with other zoning approvals. Planners and other public officials should keep in mind that even if a facility is found to be substantially in accord with a comprehensive plan, that does not mean the land-use application must be approved. Use permits are discretionary. If a particular application does not sufficiently mitigate the adverse impacts of the proposed land use, then it can and should be denied regardless of its conformance with the comprehensive plan.

Similarly, in Virginia, a utility-scale solar facility receiving use permit approval without a comprehensive plan review may not be in compliance with state code. The permit approval process is a two-step process, with the comprehensive plan review preferably preceding the consideration of a use permit application.

### ***The Zoning Ordinance***

While a community's comprehensive plan is its policy guide, the zoning ordinance is the regulatory document that implements that policy. Plans are advisory in nature, although often upheld in court decisions, whereas ordinance regulations are mandatory. In addition to comprehensive plan amendments, the zoning ordinance should specifically set forth the process and requirements necessary for the evaluation of a utility-scale solar application.

In zoning regulations, uses may be permitted either by right (with or without designated performance measures such as use and design standards) or as conditional or special uses, which require discretionary review and approval. Solar facilities generating power for on-site use are typically regulated as by-right uses depending on their size and location.

Utility-scale solar facilities, however, should in most cases be conditionally permitted regardless of the zoning district and are most appropriate on brownfield sites, in remote areas, or in agriculturally zoned areas. This is particularly true for more

## **The Virginia Experience**

The recommendations presented in this *PAS Memo* are derived from research and the author's direct experience with the described planning, ordinance amendment, and application and regulatory processes in the following three Virginia localities, all rural counties in the southern or eastern parts of the state.

### ***Mecklenburg County***

When Mecklenburg County began seeing interest in utility-scale solar facilities, the county's long-range plan did not address solar facilities, and the zoning ordinance was based on an inadequate and outdated state model that did not adequately regulate this land use.

The town of Chase City is located near the confluence of several high-voltage utility lines, and all proposed facilities were located near or within the town's corporate limits. The county approved the first utility-scale solar facility application in the ju-

risdiction without any conditions or much consideration. When the second application for a much larger facility (more than 900 acres) came in soon after, with significant interest from other potential applicants as well, the county commissioned the author's consulting firm, The Berkley Group, to undertake a land-use and industry study regarding utility-scale solar facilities.

As Mecklenburg officials continued with the approval process on the second utility-scale solar facility under existing regulations, they received the results of the industry study and began considering a series of amendments to the comprehensive plan and zoning ordinance. Though county officials were particularly worried about the potential concentration of facilities around Chase City, town officials expressed formal support for the proposed land use. Other Mecklenburg communities expressed more concern and wanted the facilities to be located a significant distance away from their corporate boundaries. These dis-

## The Virginia Experience (continued)

cussions led to standards limiting the concentration of facilities, encouraging proximity to the electrical grid, and establishing distances from corporate boundaries where future solar facilities could not be located.

Since the adoption of the new regulations, numerous other utility-scale solar applications have been submitted and while some have been denied, most have been approved. Solar industry representatives' concerns that the new regulations were an attempt to prevent this land use have therefore not been realized; these are simply the land-use tools that public officials wanted and needed to appropriately evaluate solar facility applications. Many of the examples and best practices recommended in this article, including the model language provided at the end of the article, are a result of the utility-scale solar study commissioned by the county (Berkley Group 2017) and the subsequent policies and regulations it adopted.

### Sussex County

Sussex County is located east and north of Mecklenburg, and the interest in utility-scale solar projects there has been no less immediate or profound. The announcement of the new Amazon headquarters in Arlington, Virginia, along with the company's interest in offsetting its operational energy use with green energy sources furthered interest in this rural county more than 100 miles south of Arlington.

As in Mecklenburg County, local regulations did not address utility-scale solar uses, so public officials asked for assistance from The Berkley Group to develop policies and regulations appropriate for their community. Sussex County officials outlined an aggressive timeline for considering new regulations regarding solar facilities and, within one month of initiation, swiftly adopted amended regulations for solar energy facilities.

The same metrics and policy issues examined and adopted for Mecklenburg County were used for the initial discussion in Sussex at a joint work session between the board of supervisors (the governing body) and the planning commission. Public officials tailored the proposed standards and regulations to the county context based on geography, cultural priorities, and other concerns. They then set a joint public hearing for their next scheduled meeting to solicit public comment.

Under Virginia law, land-use matters may be considered at a joint public hearing with a recommendation from the planning commission going to the governing body and that body

taking action thereafter. This is not a typical or recommended practice for local governments since it tends to limit debate, transparency, and good governance, but due to the intense interest from the solar industry, coupled with the lack of land-use regulations addressing the proposed utility-scale solar uses, county officials utilized that expedited process.

No citizens and only two industry officials spoke at the public hearing, and after two hours of questions, discussion, and some negotiation of proposed standards, the new regulations were adopted the same evening.

Since the new regulations have been put into place, no new solar applications have been received, but informal discussions with public officials and staff suggest that interest from the industry remains strong.

### Greensville County

Greensville County, like Mecklenburg, lies on the Virginia-North Carolina boundary. The county has processed four solar energy applications to date (three were approved and one was denied) and continues to process additional applications. Concurrently, the county is in the process of evaluating its land-use policies and regulations, which were amended in late 2016 at the behest of solar energy interests.

The reality of the land-use approval process has proved more challenging than the theory of the facilities when considered a few years ago. As with other localities experiencing interest from the solar energy industry, the issues of scale, concentration, buffers/setbacks, and other land-use considerations have been debated at each public hearing for each application. Neighbors and families have been divided, and lifelong relationships have been severed or strained. The board of supervisors has found it difficult in the face of their friends, neighbors, and existing corporate citizens to deny applications that otherwise might not have been approved.

County officials have agreed that they do want to amend their existing policies and regulations to be more specific and less open to interpretation by applicants and citizens. One of their primary challenges has been dedicating the time to discuss proposed changes to their comprehensive plan and zoning ordinance. A joint work session between the board of supervisors and planning commission is being scheduled and should lead to subsequent public hearings and actions by those respective bodies to enact new regulations for future utility-scale solar applicants.

populated areas due to the more compact nature of land uses. There are, however, areas throughout the country where utility-scale solar might be permitted by right under strict design standards that are compatible with community objectives.

To better mitigate the potential adverse impacts of utility-scale solar facilities, required application documents should include the following:

- Concept plan
- Site plan
- Construction plan
- Maintenance plan
- Erosion and sediment control and stormwater plans

Performance measures should address these issues:

- Setbacks and screening
- Plan review process
- Construction/deconstruction mitigation and associated financial securities
- Signage
- Nuisance issues (glare, noise)

The model language provided at the end of this *PAS Memo* outlines specific recommendations regarding comprehensive plan and zoning ordinance amendments, the application process, and conditions for consideration during the permitting process.

### ***Action Steps for Planners***

There are four primary actions that planners can pursue with their planning commissions and governing bodies to ensure that their communities are ready for utility-scale solar.

### ***Review and Amend the Plan***

The first, and most important, step from a planning viewpoint is to review and amend the comprehensive plan to align with how a community wants to regulate utility-scale solar uses. Some communities don't want them at all, and many cities and towns don't have the land for them. Larger municipalities and counties around the country may have to deal with this land use at some point, if they haven't already. Local governments should get their planning houses in order by amending plans before the land-use applications arrive.

### ***Review and Amend Land-Use Ordinances***

Once the plan is updated, the next step is to review and amend land-use ordinances (namely the zoning ordinance) accordingly. These ordinances are vital land-use tools that need to be up to date and on point to effectively regulate large and complex solar facilities. If local governments do not create regulations for utility-scale solar facilities, applications for these projects will occupy excessive staff time, energy, and talents, resulting in much less efficient and more open-ended results.

### ***Evaluate Each Application Based on Its Own Merits***

This should go without saying, but it is important, particularly from a legal perspective, that each project application is evalu-

ated based on its own merits. All planners have probably seen a project denied due to the politics at play with regard to other projects: "That one shouldn't have been approved so we're going to deny this one." "The next one is better so this one needs to be denied."

The focus of each application should be on the potential adverse impacts of the project on the community and what can be done successfully to mitigate those impacts. Whether the applicant is a public utility or a private company, the issues and complexities of the project are the same. The bottom line should never be who the applicant is; rather, it should be whether the project's adverse impacts can be properly mitigated so that the impact to the community is positive.

### ***Learn From Others***

Mecklenburg County's revised solar energy policies and regulations began with emails and phone calls to planning colleagues to see how they had handled utility-scale solar projects in their jurisdictions. The primary resources used were internet research, other planners, and old-fashioned planner ingenuity and creativity.

While it is the author's hope and intent that this article offers valuable information on this topic, nothing beats the tried and true formula of "learn from and lean on your colleagues."

### ***Conclusion***

The solar energy market is having major impacts on land use across the country, and federal and state tax incentives have contributed to a flood of applications in recent years. While the benefits of clean energy are often touted, the impacts of utility-scale solar facilities on a community can be significant. Applicants often say that a particular project will "only" take up some small percentage of agricultural, forestry, or other land-use category—but the impact of these uses extends beyond simply replacing an existing (or future) land use. Fiscal benefit to a community is also often cited as an incentive, but this alone is not a compelling reason to approve (or disapprove) a land-use application.

The scale and duration of utility-scale solar facilities complicates everything from the land disturbance permitting process through surety requirements. If not done properly, these uses can change the character of an area, altering the future of communities for generations.

Local officials need to weigh these land-use decisions within the context of their comprehensive plan and carefully consider each individual application in terms of the impact that it will have in that area of the community, not only by itself but also if combined with additional sites. The concentration of solar facilities is a major consideration in addition to their individual locations. A solar facility located by itself in a rural area, close to major transmission lines, not prominently visible from public rights-of-way or adjacent properties, and not located in growth areas, on prime farmland, or near cultural, historic, or recreational sites may be an acceptable land use with a beneficial impact on the community.

Properly evaluating and, to the extent possible, mitigating the impacts of these facilities by carefully controlling their



location, scale, size, and other site-specific impacts is key to ensuring that utility-scale solar facilities can help meet broader sustainability goals without compromising a community's vision and land-use future.

### **About the Author**

Darren K. Coffey, AICP, is co-owner and chief executive officer of The Berkley Group, a local government consulting firm in Virginia. Prior to forming The Berkley Group, he worked as a land-use planner for various localities in North Carolina and Virginia. The Berkley Group began working on utility-scale solar planning issues in early 2017 as that industry began to take off in Virginia. Coffey has bachelor of science degrees in economics and geography from James Madison University and a master of arts in geography from Rutgers University, and he attained AICP certification in 2000. He may be reached at [darren@bgllc.net](mailto:darren@bgllc.net).

The author would like to thank Denise Nelson, PE, CFM, ENV SP, Berkley Group Environmental Engineer, for her contributions to this article.

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# PAS MEMO ADDENDUM

## Specific Planning and Zoning Recommendations for Utility-Scale Solar

This guidance and sample ordinance language for utility-scale solar facilities is drawn from actual comprehensive plan and zoning ordinance amendments as well as conditional (special) use permit conditions. These examples are from Virginia and should be tailored to localities within the context of each state's enabling legislation regarding land use.

### THE COMPREHENSIVE (GENERAL) PLAN

The following topics should be addressed for comprehensive plan amendments:

- Identification of major electrical facility infrastructure (i.e., transmission lines, transfer stations, generation facilities, etc.)
- Identification of growth area boundaries around each city, town, or appropriate population center
- Additional public review and comment opportunities for land-use applications within a growth area boundary, within a specified distance from an identified growth area boundary, or within a specified distance from identified population centers (e.g., city or town limits)
- Recommended parameters for utility-scale solar facilities, such as:
  - maximum acreage or density (e.g., not more than two facilities within a two-mile radius) to mitigate the impacts related to the scale of these facilities
  - maximum percent usage (i.e., "under panel" or impervious surface) of assembled property to mitigate impacts to habitat, soil erosion, and stormwater runoff
  - location adjacent or close to existing electric transmission lines
  - location outside of growth areas or town boundary or a specified distance from an identified growth boundary
  - location on brownfields or near existing industrial uses (but not within growth boundaries)
  - avoidance of or minimization of impact to prime farmland as defined by the USDA
  - avoidance of or minimization of impact to the viewshed

of any scenic, cultural, or recreational resources (i.e., large solar facilities may not be seen from surrounding points that are in line-of-sight with a resource location)

- Identification of general conditions to mitigate negative effects, including the following:
  - Concept plan compliance
  - Buffers and screening (e.g., berms, vegetation, etc.)
  - Third-party plan review (for erosion and sediment controls, stormwater management, grading)
  - Setbacks
  - Landscaping maintenance
  - Decommissioning plan and security

### THE ZONING ORDINANCE

In addition to, or separate from, comprehensive plan amendments, the zoning ordinance should be amended to more specifically set forth the process and requirements necessary for a thorough land-use evaluation of an application.

#### *Recommended Application Process*

##### **Pre-Application Meeting**

The process of requiring applicants to meet with staff prior to the submission of an application often results in a better, more complete application and a smoother process once an application is submitted. This meeting allows the potential applicant and staff to sit down to discuss the location, scale, and nature of the proposed use and what will be expected during that process. The pre-application meeting is one of the most

effective tools planners can use to ensure a more efficient, substantive process.

### Comprehensive Plan Review

As discussed in the article, a comprehensive plan review for public utility facilities, if required, can occur prior to or as part of the land-use application process. Any application not including the review would be subject to such review in compliance if required by state code. If the plan review is not done concurrently with the land-use application, then it should be conducted prior to the receipt of the application.

An application not substantially in accord with the comprehensive plan should not be recommended for approval, regardless of the conditions placed on the use. Depending on the location, scale, and extent of the project, it is difficult to sufficiently mitigate the adverse impacts of a project that does not conform with the plan.

### Land-Use Application

If the comprehensive plan review is completed and the project is found to be in compliance with the comprehensive plan, then the use permit process can proceed once a complete application is submitted. Application completion consists of the submission of all requirements set forth in the zoning ordinance and is at the discretion of the zoning administrator if there is any question as to what is required or when it is required.

Applications should contain all required elements at the time of submittal and no components should be outstanding at the time of submittal.

### Sample Ordinance Language

The following sample ordinance language addresses requirements for applications, public notice, development standards, decommissioning, site plan review, and other process elements.

1. Application requirements. Each applicant requesting a use permit shall submit the following:
    - a. A complete application form.
    - b. Documents demonstrating the ownership of the subject parcel(s).
    - c. Proof that the applicant has authorization to act upon the owner's behalf.
    - d. Identification of the intended utility company who will interconnect to the facility.
    - e. List of all adjacent property owners, their tax map numbers, and addresses.
    - f. A description of the current use and physical characteristics of the subject parcels.
    - g. A description of the existing uses of adjacent properties and the identification of any solar facilities—existing or proposed—within a five-mile radius of the proposed location.
    - h. Aerial imagery which shows the proposed location of the solar energy facility, fenced areas and driveways with the closest distance to all adjacent property lines, and nearby dwellings, along with main points of ingress/egress.
  - i. Concept plan.
 

The facility shall be constructed and operated in substantial compliance with the approved concept plan, with allowances for changes required by any federal or state agency. The project shall be limited to the phases and conditions set forth in the concept plan that constitutes part of this application, notwithstanding any other state or federal requirements. No additional phasing or reduction in facility size shall be permitted, and no extensions beyond the initial period shall be granted without amending the use permit. The concept plan shall include the subject parcels; the proposed location of the solar panels and related facilities; the location of proposed fencing, driveways, internal roads, and structures; the closest distance to adjacent property lines and dwellings; the location of proposed setbacks; the location and nature of proposed buffers, including vegetative and constructed buffers and berms; the location of points of ingress/egress; any proposed construction phases.
  - j. A detailed decommissioning plan (see item 5 below).
  - k. A reliable and detailed estimate of the costs of decommissioning, including provisions for inflation (see item 5 below).
  - l. A proposed method of providing appropriate escrow, surety, or security for the cost of the decommissioning plan (see item 5 below).
  - m. Traffic study modelling the construction and decommissioning processes. Staff will review the study in cooperation with the state department of transportation or other official transportation authority.
  - n. An estimated construction schedule.
  - o. [x number of] hard copy sets (11"× 17" or larger), one reduced copy (8½"× 11"), and one electronic copy of site plans, including elevations and landscape plans as required. Site plans shall meet the requirements of this ordinance.
  - p. The locality may require additional information deemed necessary to assess compliance with this section based on the specific characteristics of the property or other project elements as determined on a case by case basis.
  - q. Application fee to cover any additional review costs, advertising, or other required staff time.
2. Public notice.
    - a. Use permits shall follow the public notice requirements as set forth in the zoning ordinance or by state code as applicable.
    - b. Neighborhood meeting: A public meeting shall be held prior to the public hearing with the planning commission to give the community an opportunity to hear from the applicant and ask questions regarding the proposed project.
      - i. The applicant shall inform the zoning administrator and adjacent property owners in writing of the date, time, and location of the meeting, at least seven but

- no more than 14 days in advance of the meeting date.
  - ii The date, time, and location of the meeting shall be advertised in the newspaper of record by the applicant, at least seven but no more than 14 days in advance of the meeting date.
  - iii The meeting shall be held within the community, at a location open to the general public with adequate parking and seating facilities which may accommodate persons with disabilities.
  - iv The meeting shall give members of the public the opportunity to review application materials, ask questions of the applicant, and make comments regarding the proposal.
  - v The applicant shall provide to the zoning administrator a summary of any input received from members of the public at the meeting.
3. Minimum development standards.
- a. No solar facility shall be located within a reasonable radius of an existing or permitted solar facility, airport, or municipal boundary.
  - b. The minimum setback from property lines shall be a reasonable distance (e.g., at least 100 feet) and correlated with the buffer requirement.
  - c. The facilities, including fencing, shall be significantly screened from the ground-level view of adjacent properties by a buffer zone of a reasonable distance extending from the property line that shall be landscaped with plant materials consisting of an evergreen and deciduous mix (as approved by staff), except to the extent that existing vegetation or natural landforms on the site provide such screening as determined by the zoning administrator. In the event that existing vegetation or landforms providing the screening are disturbed, new plantings shall be provided which accomplish the same. Opaque architectural fencing may be used to supplement other screening methods but shall not be the primary method.
  - d. The design of support buildings and related structures shall use materials, colors, textures, screening, and landscaping that will blend the facilities to the natural setting and surrounding structures.
  - e. Maximum height of primary structures and accessory buildings shall be a reasonable height as measured from the finished grade at the base of the structure to its highest point, including appurtenances (e.g., 15 feet). The board of supervisors may approve a greater height based upon the demonstration of a significant need where the impacts of increased height are mitigated.
  - f. All solar facilities must meet or exceed the standards and regulations of the Federal Aviation Administration (FAA), State Corporation Commission (SCC) or equivalent, and any other agency of the local, state, or federal government with the authority to regulate such facilities that are in force at the time of the application.
  - g. To ensure the structural integrity of the solar facility, the owner shall ensure that it is designed and maintained in compliance with standards contained in applicable local, state, and federal building codes and regulations that were in force at the time of the permit approval.
  - h. The facilities shall be enclosed by security fencing on the interior of the buffer area (not to be seen by other properties) of a reasonable height. A performance bond reflecting the costs of anticipated fence maintenance shall be posted and maintained. Failure to maintain the security fencing shall result in revocation of the use permit and the facility's decommissioning.
  - i. Ground cover on the site shall be native vegetation and maintained in accordance with established performance measures or permit conditions.
  - j. Lighting shall use fixtures as approved by the municipality to minimize off-site glare and shall be the minimum necessary for safety and security purposes. Any exceptions shall be enumerated on the concept plan and approved by the zoning administrator.
  - k. No facility shall produce glare that would constitute a nuisance to the public.
  - l. Any equipment or situations on the project site that are determined to be unsafe must be corrected within 30 days of citation of the unsafe condition.
  - m. Any other condition added by the planning commission or governing body as part of a permit approval.
4. Coordination of local emergency services. Applicants for new solar energy facilities shall coordinate with emergency services staff to provide materials, education and/or training to the departments serving the property with emergency services in how to safely respond to on-site emergencies.
5. Decommissioning. The following requirements shall be met:
- a. Utility-scale solar facilities which have reached the end of their useful life or have not been in active and continuous service for a reasonable period of time shall be removed at the owner's or operator's expense, except if the project is being repowered or a force majeure event has or is occurring requiring longer repairs; however, the municipality may require evidentiary support that a longer repair period is necessary.
  - b. Decommissioning shall include removal of all solar electric systems, buildings, cabling, electrical components, security barriers, roads, foundations, pilings, and any other associated facilities, so that any agricultural ground upon which the facility or system was located is again tillable and suitable for agricultural uses. The site shall be graded and reseeded to restore it to as natural a condition as possible, unless the land owner requests in writing that the access roads or other land surface areas not be restored, and this request is approved by the governing body (other conditions might be more beneficial or desirable at that time).
  - c. The site shall be regraded and reseeded to as natural condition as possible within a reasonable timeframe after equipment removal.

- d. The owner or operator shall notify the zoning administrator by certified mail, return receipt requested, of the proposed date of discontinued operations and plans for removal.
  - e. Decommissioning shall be performed in compliance with the approved decommissioning plan. The governing body may approve any appropriate amendments to or modifications of the decommissioning plan.
  - f. Hazardous material from the property shall be disposed of in accordance with federal and state law.
  - g. The applicant shall provide a reliable and detailed cost estimate for the decommissioning of the facility prepared by a professional engineer or contractor who has expertise in the removal of solar facilities. The decommissioning cost estimate shall explicitly detail the cost and shall include a mechanism for calculating increased removal costs due to inflation and without any reduction for salvage value. This cost estimate shall be recalculated every five (5) years and the surety shall be updated in kind.
  - h. The decommissioning cost shall be guaranteed by cash escrow at a federally insured financial institution approved by the municipality before any building permits are issued. The governing body may approve alternative methods of surety or security, such as a performance bond, letter of credit, or other surety approved by the municipality, to secure the financial ability of the owner or operator to decommission the facility.
  - i. If the owner or operator of the solar facility fails to remove the installation in accordance with the requirements of this permit or within the proposed date of decommissioning, the municipality may collect the surety and staff or a hired third party may enter the property to physically remove the installation.
6. Site plan requirements. In addition to the site plan requirements set forth in the zoning ordinance, a construction management plan shall be submitted that includes:
- Traffic control plan (subject to state and local approval, as appropriate)
  - Delivery and parking areas
  - Delivery routes
  - Permits (state/local)
- Additionally, a construction/deconstruction mitigation plan shall also be submitted including:
- Hours of operation
  - Noise mitigation (e.g., construction hours)
  - Smoke and burn mitigation (if necessary)
  - Dust mitigation
  - Road monitoring and maintenance
7. The building permit must be obtained within [18 months] of obtaining the use permit and commencement of the operation shall begin within [one year] from building permit issuance.
8. All solar panels and devices are considered primary structures and subject to the requirements for such, along with the established setbacks and other requirements for solar facilities.
9. Site maintenance.
- a. Native grasses shall be used to stabilize the site for the duration of the facility's use.
  - b. Weed control or mowing shall be performed routinely and a performance bond reflecting the costs of such maintenance for a period of [six (6) months] shall be posted and maintained. Failure to maintain the site may result in revocation of the use permit and the facility's decommissioning.
  - c. Anti-reflection coatings. Exterior surfaces of the collectors and related equipment shall have a nonreflective finish and solar panels shall be designed and installed to limit glare to a degree that no after image would occur towards vehicular traffic and any adjacent building.
  - d. Repair of panels. Panels shall be repaired or replaced when either nonfunctional or in visible disrepair.
10. Signage shall identify the facility owner, provide a 24-hour emergency contact phone number, and conform to the requirements set forth in the Zoning Ordinance.
11. At all times, the solar facility shall comply with any local noise ordinance.
12. The solar facility shall not obtain a building permit until evidence is given to the municipality that an electric utility company has a signed interconnection agreement with the permittee.
13. All documentation submitted by the applicant in support of this permit request becomes a part of the conditions. Conditions imposed by the governing body shall control over any inconsistent provision in any documentation provided by the applicant.
14. If any one or more of the conditions is declared void for any reason, such decision shall not affect the remaining portion of the permit, which shall remain in full force and effect, and for this purpose, the provisions of this are hereby declared to be severable.
15. Any infraction of the above-mentioned conditions, or any zoning ordinance regulations, may lead to a stop order and revocation of the permit.
16. The administrator/manager, building official, or zoning administrator, or any other parties designated by those public officials, shall be allowed to enter the property at any reasonable time, and with proper notice, to check for compliance with the provisions of this permit.

## EXAMPLE OF RECOMMENDED USE PERMIT CONDITIONS (In Virginia: conditional uses, special uses, special exceptions)

### *Conditions ([approved/revised] at the Planning Commission meeting on [date])*

If the Board determines that the application furthers the comprehensive plan's goals and objectives and that it meets the criteria set forth in the zoning ordinance, then the Planning Commission recommends the following conditions to mitigate the adverse effects of this utility-scale solar generation facility with any Board recommendation for permit approval.

1. The Applicant will develop the Solar Facility in substantial accord with the Conceptual Site Plan dated \_\_\_\_\_ included with the application as determined by the Zoning Administrator. Significant deviations or additions, including any enclosed building structures, to the Site Plan will require review and approval by the Planning Commission and Board of Supervisors.
2. Site Plan Requirements. In addition to all State site plan requirements and site plan requirements of the Zoning Administrator, the Applicant shall provide the following plans for review and approval for the Solar Facility prior to the issuance of a building permit:
  - a. *Construction Management Plan.* The Applicant shall prepare a Construction Management Plan for each applicable site plan for the Solar Facility, and each plan shall address the following:
    - i. Traffic control methods (in coordination with the Department of Transportation prior to initiation of construction), including lane closures, signage, and flagging procedures.
    - ii. Site access planning directing employee and delivery traffic to minimize conflicts with local traffic.
    - iii. Fencing. The Applicant shall install temporary security fencing prior to the commencement of construction activities occurring on the Solar Facility.
    - iv. Lighting. During construction of the Solar Facility, any temporary construction lighting shall be positioned downward, inward, and shielded to eliminate glare from all adjacent properties. Emergency and safety lighting shall be exempt from this construction lighting condition.
  - b. *Construction Mitigation Plan.* The Applicant shall prepare a Construction Mitigation Plan for each applicable site plan for the Solar Facility to the satisfaction of the Zoning Administrator. Each plan shall address, at a minimum, the effective mitigation of dust, burning operations, hours of construction activity, access and road improvements, and handling of general construction complaints.
  - c. *Grading plan.* The Solar Facility shall be constructed in compliance with the County-approved grading plan as determined and approved by the Zoning Administrator or his designee prior to the commencement of any construction activities and a bond or other security will be posted for the grading operations. The grading plan shall:
    - i. Clearly show existing and proposed contours;
    - ii. Note the locations and amount of topsoil to be removed (if any) and the percent of the site to be graded;
    - iii. Limit grading to the greatest extent practicable by avoiding steep slopes and laying out arrays parallel to landforms;
    - iv. Require an earthwork balance to be achieved on-site with no import or export of soil;
    - v. Require topsoil to first be stripped and stockpiled on-site to be used to increase the fertility of areas intended to be seeded in areas proposed to be permanent access roads which will receive gravel or in any areas where more than a few inches of cut are required;
    - vi. Take advantage of natural flow patterns in drainage design and keep the amount of impervious surface as low as possible to reduce stormwater storage needs.
  - d. *Erosion and Sediment Control Plan.* The County will have a third-party review with corrections completed prior to submittal for Department of Environmental Quality (DEQ) review and approval. The owner or operator shall construct, maintain, and operate the project in compliance with the approved plan. An E&S bond (or other security) will be posted for the construction portion of the project.
  - e. *Stormwater Management Plan.* The County will have a third-party review with corrections completed prior to submittal for DEQ review and approval. The owner or operator shall construct, maintain, and operate the project in compliance with the approved plan. A stormwater control bond (or other security) will be posted for the project for both construction and post construction as applicable and determined by the Zoning Administrator.
  - f. *Solar Facility Screening and Vegetation Plan.* The owner or operator shall construct, maintain, and operate the facility in compliance with the approved plan. A separate security shall be posted for the ongoing maintenance of the project's vegetative buffers in an amount deemed sufficient by the Zoning Administrator.
  - g. The Applicant will compensate the County in obtaining an independent third-party review of any site plans or construction plans or part thereof.
  - h. The design, installation, maintenance, and repair of the Solar Facility shall be in accordance with the most current National Electrical Code (NFPA 70) available (2017 version or later as applicable).
3. Operations.
  - a. *Permanent Security Fence.* The Applicant shall install a permanent security fence, consisting of chain link, 2-inch square mesh, 6 feet in height, surmounted by three strands of barbed wire, around the Solar Facility prior to the commencement of operations of the Solar Facility.



Failure to maintain the fence in a good and functional condition will result in revocation of the permit.

- b. Lighting.* Any on-site lighting provided for the operational phase of the Solar Facility shall be dark-sky compliant, shielded away from adjacent properties, and positioned downward to minimize light spillage onto adjacent properties.
  - c. Noise.* Daytime noise will be under 67 dBA during the day with no noise emissions at night.
  - d. Ingress/Egress.* Permanent access roads and parking areas will be stabilized with gravel, asphalt, or concrete to minimize dust and impacts to adjacent properties.
4. Buffers.
    - a. Setbacks.*
      - i. A minimum 150-foot setback, which includes a 50-foot planted buffer as described below, shall be maintained from a principal Solar Facility structure to the street line (edge of right-of-way) where the Property abuts any public rights-of-way.
      - ii. A minimum 150-foot setback, which includes a 50-foot planted buffer as described below, shall be maintained from a principal Solar Facility structure to any adjoining property line which is a perimeter boundary line for the project area.
    - b. Screening.* A minimum 50-foot vegetative buffer (consisting of existing trees and vegetation) shall be maintained. If there is no existing vegetation or if the existing vegetation is inadequate to serve as a buffer as determined by the Zoning Administrator, a triple row of trees and shrubs will be planted on approximately 10-foot centers in the 25 feet immediately adjacent to the security fence. New plantings of trees and shrubs shall be approximately 6 feet in height at time of planting. In addition, pine seedlings will be installed in the remaining 25 feet of the 50-foot buffer. Ancillary project facilities may be included in the buffer as described in the application where such facilities do not interfere with the effectiveness of the buffer as determined by the Zoning Administrator.
    - c. Wildlife corridors.* The Applicant shall identify an access corridor for wildlife to navigate through the Solar Facility. The proposed wildlife corridor shall be shown on the site plan submitted to the County. Areas between fencing shall be kept open to allow for the movement of migratory animals and other wildlife.
  5. Height of Structures. Solar facility structures shall not exceed 15 feet, however, towers constructed for electrical lines may exceed the maximum permitted height as provided in the zoning district regulations, provided that no structure shall exceed the height of 25 feet above ground level, unless required by applicable code to interconnect into existing electric infrastructure or necessitated by applicable code to cross certain structures (e.g. pipelines).
  6. Inspections. The Applicant will allow designated County representatives or employees access to the facility at any time for inspection purposes as set forth in their application.
  7. Training. The Applicant shall arrange a training session with the Fire Department to familiarize personnel with issues unique to a solar facility before operations begin.
  8. Compliance. The Solar Facility shall be designed, constructed, and tested to meet relevant local, state, and federal standards as applicable.
  9. Decommissioning.
    - a. Decommissioning Plan.* The Applicant shall submit a decommissioning plan to the County for approval in conjunction with the building permit. The purpose of the decommissioning plan is to specify the procedure by which the Applicant or its successor would remove the Solar Facility after the end of its useful life and to restore the property for agricultural uses.
    - b. Decommissioning Cost Estimate.* The decommissioning plan shall include a decommissioning cost estimate prepared by a State licensed professional engineer.
      - i. The cost estimate shall provide the gross estimated cost to decommission the Solar Facility in accordance with the decommissioning plan and these conditions. The decommissioning cost estimate shall not include any estimates or offsets for the resale or salvage values of the Solar Facility equipment and materials.
      - ii. The Applicant, or its successor, shall reimburse the County for an independent review and analysis by a licensed engineer of the initial decommissioning cost estimate.
      - iii. The Applicant, or its successor, will update the decommissioning cost estimate every 5 years and reimburse the County for an independent review and analysis by a licensed engineer of each decommissioning cost estimate revision.
    - c. Security.*
      - i. Prior to the County's approval of the building permit, the Applicant shall provide decommissioning security in one of the two following alternatives:
        1. Letter of Credit for Full Decommissioning Cost: A letter of credit issued by a financial institution that has (i) a credit Rating from one or both of S&P and Moody's of at least A from S&P or A2 from Moody's and (ii) a capital surplus of at least \$10,000,000,000; or (iii) other credit rating and capitalization reasonably acceptable to the County, in the full amount of the decommissioning estimate; or
        2. Tiered Security:
          - a. 10 percent of the decommissioning cost estimate to be deposited in a cash escrow at a financial institution reasonably acceptable to the County; and
          - b. 10 percent of the decommissioning cost estimate in the form of a letter of credit issued by

- a financial institution that has (i) a credit rating from one or both of S&P and Moody's of at least A from S&P or A2 from Moody's and (ii) a capital surplus of at least \$10,000,000,000, or (iii) other credit rating and capitalization reasonably acceptable to the County, with the amount of the letter of credit increasing by an additional 10 percent each year in years 2–9 after commencement of operation of the Solar Facility; and
- c. The Owner, not the Applicant, will provide its guaranty of the decommissioning obligations. The guaranty will be in a form reasonably acceptable to the County. The Owner, or its successor, should have a minimum credit rating of (i) Baa3 or higher by Moody's or (ii) BBB- or higher by S&P; and
  - d. In the tenth year after operation, the Applicant will have increased the value of the letter of credit to 100 percent of the decommissioning cost estimate. At such time, the Applicant may be entitled to a return of the 10 percent cash escrow.
- ii. Upon the receipt of the first revised decommissioning cost estimate (following the 5th anniversary), any increase or decrease in the decommissioning security shall be funded by the Applicant or refunded to Applicant (if permissible by the form of security) within 90 days and will be similarly trued up for every subsequent five-year updated decommissioning cost estimate.
  - iii. The security must be received prior to the approval of the building permit and must stay in force for the duration of the life span of the Solar Facility and until all decommissioning is completed. If the County receives notice or reasonably believes that any form of security has been revoked or the County receives notice that any security may be revoked, the County may revoke the special use permit and shall be entitled to take all action to obtain the rights to the form of security.
- d. *Applicant/Property Owner Obligation.* Within 6 months after the cessation of use of the Solar Facility for electrical power generation or transmission, the Applicant or its successor, at its sole cost and expense, shall decommission the Solar Facility in accordance with the decommissioning plan approved by the County. If the Applicant or its successor fails to decommission the Solar Facility within 6 months, the property owners shall commence decommissioning activities in accordance with the decommissioning plan. Following the completion of decommissioning of the entire Solar Facility arising out of a default by the Applicant or its successor, any remaining security funds held by the County shall be distributed to the property owners in a proportion of the security funds and the property owner's acreage ownership of the Solar Facility.
  - e. *Applicant/Property Owner Default; Decommissioning by the County.*
    - i. If the Applicant, its successor, or the property owners fail to decommission the Solar Facility within 6 months, the County shall have the right, but not the obligation, to commence decommissioning activities and shall have access to the property, access to the full amount of the decommissioning security, and the rights to the Solar Facility equipment and materials on the property.
    - ii. If applicable, any excess decommissioning security funds shall be returned to the current owner of the property after the County has completed the decommissioning activities.
    - iii. Prior to the issuance of any permits, the Applicant and the property owners shall deliver a legal instrument to the County granting the County (1) the right to access the property, and (2) an interest in the Solar Facility equipment and materials to complete the decommissioning upon the Applicant's and property owner's default. Such instrument(s) shall bind the Applicant and property owners and their successors, heirs, and assigns. Nothing herein shall limit other rights or remedies that may be available to the County to enforce the obligations of the Applicant, including under the County's zoning powers.
  - f. *Equipment/Building Removal.* All physical improvements, materials, and equipment related to solar energy generation, both surface and subsurface components, shall be removed in their entirety. The soil grade will also be restored following disturbance caused in the removal process. Perimeter fencing will be removed and recycled or reused. Where the current or future landowner prefers to retain the fencing, these portions of fence will be left in place.
  - g. *Infrastructure Removal.* All access roads will be removed, including any geotextile material beneath the roads and granular material. The exception to removal of the access roads and associated culverts or their related material would be upon written request from the current or future landowner to leave all or a portion of these facilities in place for use by that landowner. Access roads will be removed within areas that were previously used for agricultural purposes and topsoil will be redistributed to provide substantially similar growing media as was present within the areas prior to site disturbance.
  - h. *Partial Decommissioning.* If decommissioning is triggered for a portion, but not the entire Solar Facility, then the Applicant or its successor will commence and complete decommissioning, in accordance with the decommissioning plan, for the applicable portion of the Solar Facility; the remaining portion of the Solar Facility would continue to be subject to the decommissioning plan. Any reference to decommissioning the Solar Facility shall include the obligation to decommission all or a portion of the Solar Facility whichever is applicable with respect



to a particular situation.

10. Power Purchase Agreement. At the time of the Applicant's site plan submission, the Applicant shall have executed a power purchase agreement with a third-party providing for the sale of a minimum of 80% of the Solar Facility's anticipated generation capacity for not less than 10 years from commencement of operation. Upon the County's request, the Applicant shall provide the County and legal counsel with a redacted version of the executed power purchase agreement.

Order ID: 7588375

\* Agency Commission not included

**GROSS PRICE \* :** \$143.29

**PACKAGE NAME:** IL Govt Legal Aurora Beacon

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**Product(s):** SubTrib\_Aurora Beacon News, Publicnotices.com

**AdSize(s):** 1 Column

**Run Date(s):** Friday, February 23, 2024

**Zone:** Full Run

**Color Spec.** B/W

## Preview

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**PUBLIC NOTICE OF A HEARING BEFORE  
THE UNITED CITY OF YORKVILLE  
PLANNING AND ZONING  
COMMISSION  
PZC 2024-06**

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission of the United City of Yorkville will conduct a public hearing on March 13, 2024 at 7:00PM at the Yorkville City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, regarding an amendment to Section 10-4-13 Alternative Energy Use Standards regarding solar farms of the Yorkville Unified Development Ordinance.

The proposed text amendment provides additional regulations requiring a minimum distance of one-thousand feet (1,000') from the nearest solar array to a major corridor and the Fox River. Additional minor proposed text amendments include typographical errors, clarification regarding solar glare, proof of utility service provider, and easement requirements.

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

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 651 Prairie Pointe Drive, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

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

JORI BEHLAND  
City Clerk  
02/23/2024 7588375



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 – March 26, 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.  
\_\_\_\_\_  
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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 – March 26, 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.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*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](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://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>*