



## United City of Yorkville

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

AGENDA  
**CITY COUNCIL MEETING**  
**Tuesday, September 27, 2016**  
**7:00 p.m.**

City Hall Council Chambers  
800 Game Farm Road, Yorkville, IL

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### Call to Order:

### Pledge of Allegiance:

**Roll Call by Clerk:**

<u>WARD I</u>	<u>WARD II</u>	<u>WARD III</u>	<u>WARD IV</u>
Carlo Colosimo	Jackie Milschewski	Chris Funkhouser	Diane Teeling
Ken Koch	Larry Kot	Joel Frieders	Seaver Tarulis

### Establishment of Quorum:

### Amendments to Agenda:

### Presentations:

1. Swearing-in of Sergeant Behr Pfizenmaier
2. Certificates of Appreciation for Retiring Board/Commission Members

### Public Hearings:

1. EDC 2016-47 Boundary Agreement between the United City of Yorkville and the Village of Sugar Grove

### Citizen Comments on Agenda Items:

### Consent Agenda:

1. PW 2016-63 Ordinance Amending the Code of Ordinances Regulating On-Street Parking (Church Street) – *authorize Mayor and City Clerk to execute*
2. PW 2016-64 2016 RTBR/MFT – Change Order No. 1 – *authorize Mayor to execute*
3. PW 2016-65 2016 RTBR/Additional Work – Change Order No. 1 – *authorize Mayor to execute*
4. PW 2016-66 Game Farm Road – Somonauk Street Improvements – Local Public Agency Amendment No. 1 – *authorize Mayor to execute*
5. PW 2016-67 Hamman – USPS Water Main (Development Status) – *authorize staff to issue a letter of default*
6. PW 2016-61 Solid Waste RFP – *authorize staff to issue a request for proposal for Solid Waste Collection Services*
7. ADM 2016-55 Monthly Treasurer's Report for August 2016

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

8. ADM 2016-62 Health Insurance Broker RFP – *authorize staff to issue a request for proposal for Employee Benefits Consulting Services*

**Minutes for Approval:**

1. Minutes of the Regular City Council – August 23, 2016

**Bills for Payment (Informational):** \$1,220,684.07

**Mayor's Report:**

1. CC 2016-54 Proclamation for Yorkville Library Mini Golf FUN Raiser Day
2. CC 2016-55 Proclamation for Constitution Week

**Public Works Committee Report:**

**Economic Development Committee Report:**

**Public Safety Committee Report:**

**Administration Committee Report:**

1. ADM 2016-63 Resolution Regarding Home Rule Powers

**Park Board:**

**Planning and Zoning Commission:**

1. PZC 2016-03 Kendall Marketplace Sign Variance Update

**City Council Report:**

**City Clerk's Report:**

**Community and Liaison Report:**

**Staff Report:**

**Additional Business:**

**Executive Session:**

**Citizen Comments:**

**Adjournment:**

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COMMITTEES, MEMBERS AND RESPONSIBILITIES

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**ADMINISTRATION: October 19, 2016 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>		<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Milschewski	Finance	Library
Vice-Chairman:	Alderman Frieders	Administration	
Committee:	Alderman Teeling		
Committee:	Alderman Tarulis		

**ECONOMIC DEVELOPMENT: October 4, 2016 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>		<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Koch	Community Development	Plan Commission
Vice-Chairman:	Alderman Teeling	Building Safety and Zoning	Yorkville Econ. Dev. Corp.
Committee:	Alderman Colosimo		Kendall Co. Plan Commission
Committee:	Alderman Funkhouser		

**PUBLIC SAFETY: October 6, 2016 – 6:30 p.m. – City Hall Conference Room**

<u>Committee</u>		<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Kot	Police	School District
Vice-Chairman:	Alderman Frieders		
Committee:	Alderman Colosimo		
Committee:	Alderman Tarulis		

**PUBLIC WORKS: October 18, 2016 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>		<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Funkhouser	Public Works	Park Board
Vice-Chairman:	Alderman Milschewski	Engineering	YBSD
Committee:	Alderman Kot	Parks and Recreation	
Committee:	Alderman Koch		



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**CITIZEN COMMENTS ON AGENDA ITEMS:**

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**CONSENT AGENDA:**

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1. PW 2016-63 Ordinance Amending the Code of Ordinances Regulating On-Street Parking (Church Street)

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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2. PW 2016-64 2016 RTBR/MFT – Change Order No. 1

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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3. PW 2016-65 2016 RTBR/Additional Work – Change Order No. 1

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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4. PW 2016-66 Game Farm Road – Somonauk Street Improvements – Local Public Agency Amendment No. 1

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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5. PW 2016-67 Hamman – USPS Water Main (Development Status)

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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6. PW 2016-61 Solid Waste RFP

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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7. ADM 2016-55 Monthly Treasurer's Report for August 2016

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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8. ADM 2016-62 Health Insurance Broker RFP

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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**MINUTES FOR APPROVAL:**

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1. Minutes of the City Council – August 23, 2016

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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**BILLS FOR PAYMENT:**

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1. Bills for Payment (Informational)

Notes \_\_\_\_\_

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**MAYOR'S REPORT:**

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1. CC 2016-54 Proclamation for Yorkville Library Mini Golf FUN Raiser Day

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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2. CC 2016-55 Proclamation for Constitution Week

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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**ADMINISTRATION COMMITTEE:**

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1. ADM 2016-63 Resolution Regarding Home Rule Powers

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

Removed \_\_\_\_\_

Notes \_\_\_\_\_

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**PLANNING AND ZONING COMMISSION:**

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1. PZC 2016-03 Kendall Marketplace Sign Variance 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 checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Public Hearing #1

Tracking Number

EDC 2016-47

### Agenda Item Summary Memo

**Title:** Public Hearing on the Boundary Agreement between the United City of Yorkville and The Village of Sugar Grove

**Meeting and Date:** City Council – September 27, 2016

**Synopsis:** Update and extension of existing boundary.

#### Council Action Previously Taken:

Date of Action: EDC – 09-06-16 Action Taken: Moved forward to CC Public Hearing

Item Number: EDC 2016-47

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

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

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

#### Agenda Item Notes:

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# Memorandum

To: Economic Development Committee  
From: Krysti J. Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Date: August 9, 2016  
Subject: Sugar Grove Boundary Agreement – Update and Extension

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## **Summary**

Per the recently completed Comprehensive Plan Update, a short term goal of the City (within 2 years) is to pursue new and extend existing boundary agreements with neighboring communities in an effort to promote and implement effective growth management practices. The proposed boundary agreement extension with Sugar Grove, which is set to expire on April 27, 2020, would now expire in the year 2036 and is the first of several existing agreements that are up for renewal and will be presented to the City Council for reconsideration.

## **Background**

Illinois statute allows municipalities with adopted official plans (comprehensive plans) to enter into a boundary agreement when unincorporated territory is within 1½ miles of the boundaries of two or more corporate authorities. The United City of Yorkville has current boundary agreements with Montgomery, Oswego, Plano, Plainfield and Sugar Grove (refer to attached map).

Other municipalities currently overlapping 1½ mile jurisdiction with Yorkville with whom the City does not have boundary agreements with include Millbrook and Newark. Municipalities that are beyond the contiguous 1½ mile jurisdiction with Yorkville, but likely to encroach this jurisdiction based on their current future planning areas, include Joliet, Lisbon, Millington and Plattville.

The intent of the boundary agreement is to delineate a line which shall mark the boundaries of the respective jurisdiction and agree not to annex any unincorporated land which lies within the jurisdiction of the other municipality as established by such line. Further, Illinois statute requires boundary agreements to:

- Give consideration to the natural flow of storm water drainage of the area;
- Include all of any single tract having common ownership within one jurisdiction, when practical.
- Not exceed a term of 20 years, however, following the expiration of the term it may be extended, renewed, or revised as the parties agree.

## **Advantages and Disadvantages**

Boundary agreements create the opportunity for meaningful future land planning and establish proposed locations of different types of land uses. In addition, boundary agreements can specify infrastructure needs and responsibilities between corporate authorities so that development within the area between each municipality is orderly and efficient. However, there are other advantages and disadvantages to be considered.

*The advantages of entering into boundary agreements include:*

- Eliminating the risk of developers/property owners ability to obtain concessions from a municipality by pitting neighboring communities against one another;

- Allowing for better land use and infrastructure planning for the area. A determined boundary prevents a municipality from over or undersizing water and sewer lines, for example;
- Reducing negative aspects of ‘competing’ with neighboring municipalities for territory;
- Allowing for proactive verses reactive planning. While annexation and incorporation put communities in a reactive mode (reacting to a petition from a developer/property owner), cooperative boundary agreements enable communities to proactively guide their future.

*Potential disadvantages to Boundary Agreements include:*

- Agreement obligates future City Council officials to abide by the terms set forth in the boundary agreement for a period of up to twenty (20) years. As witnessed in this region, many changes have occurred over the last 20 years with population growth in the late 1990’s early 2000’s and then the economic/housing crisis in the mid 2000’s, both of which could not have been foreseen by city leaders during either time period.
- Limitation and restriction of property owner’s choices as a result of boundary agreements. As stated above, one of the main purposes of entering into an agreement is to prevent property owners from ‘pitting’ municipalities against one another, however, this also means determining in the agreement what jurisdiction the territory will ultimately be annexed to – thus eliminating the property owners’ choice of community.
- Level of compromise. Some concessions may need to be given in order to ‘compromise’ with a neighboring community in a boundary agreement.

**Original Sugar Grove Boundary Agreement**

The original boundary agreement between the United City of Yorkville and the Village of Sugar Grove, executed in April 2000 via Ord. 2000-22, established the following considerations for future development for the unincorporated area between the two communities:

- **The agreed upon boundary between Yorkville and Sugar Grove would be the county line separating Kane and Kendall Counties (see attached map).**
  - o The boundary basically runs along Baseline Road (US Route 30) from Ashe Road east to just before Bertram Road.
  - o This approximately 3 mile boundary has primarily agriculture/farm land with some scattered residential homes on both the Sugar Grove and Yorkville sides (with the exception of the Sugar Grove Family Fun Center).
- **The agreement does not limit or adversely affect either municipality from filing a statutory objection to a proposed rezoning within one and one-half mile (1½) of its corporate boundary.**
  - o Since this agreement’s execution, staff is not aware of any statutory objections filed by either municipality.
- **Both municipalities shall adopt appropriate ordinances for the protection of well sites and ground water.**

- Yorkville has adopted numerous ordinances related to the protection of well sites and ground water since the adoption of the boundary agreement in 2000. Those have included:
  - Community Well Protection Ordinance (Ord. 2001-6)
  - Soil Erosion and Sediment Control Ordinance (Ord. 2003-19)
  - Wetland Protection Regulations for Water Quality and Stormwater Management (Ord. 2008-01)
  - Ordinance Prohibiting the Use of Groundwater within the Corporate Limits by the Installation or Drilling of Wells (Ord. 2008-78)
  - Fox River Watershed Ordinance (2009-48)
  - Ordinance Regulating the Illicit Discharge and Connections to the Municipal Separate Storm Sewer System (Ord. 2010-05)
  - Stormwater Management Program Plan (Ord. 2010-13)
  - Blackberry Creek Watershed Ordinance (Res. 2012-17)
  - Stormwater Management Ordinance (Res. 2012-30)
- **Recapture, Expansion and Repair of Baseline Road.**
  - Language with the boundary agreement obligated each municipality to enact a Recapture Ordinance for 50% of the cost for any roadway improvements made by any developer or owner if development occurred adjacent to Baseline Road. Specific standards to how Baseline Road would be improved were also agreed upon.
  - The agreement also stated each City would cooperate with any third party agency that desired to take over jurisdiction of Baseline Road, such as the State of Illinois or Kendall or Kane Counties.
  - Each municipality agreed that no further expansion to or improvements of Baseline Road west of US 47 would be made without consulting the other municipality concerning the nature and scope of said improvements.
  - Major repairs or maintenance of Baseline Road to which both municipalities are contiguous are the time of repair would be on a 50/50% cost sharing basis. Additionally. Local costs for signalization on said roads shall be allocated based upon the number of intersection quadrants located in each municipality.
    - Since the adoption of this boundary agreement in April 2000, the City has not undertaken any major repairs or expansion to Baseline Road.

### **Proposed New Sugar Grove Boundary Agreement**

The proposed updated boundary agreement between the City of Yorkville and the Village of Sugar Grove would be extended for another twenty (20) year term, or until 2036, and continue most of the same provisions of the exiting agreement with the following substance revisions:

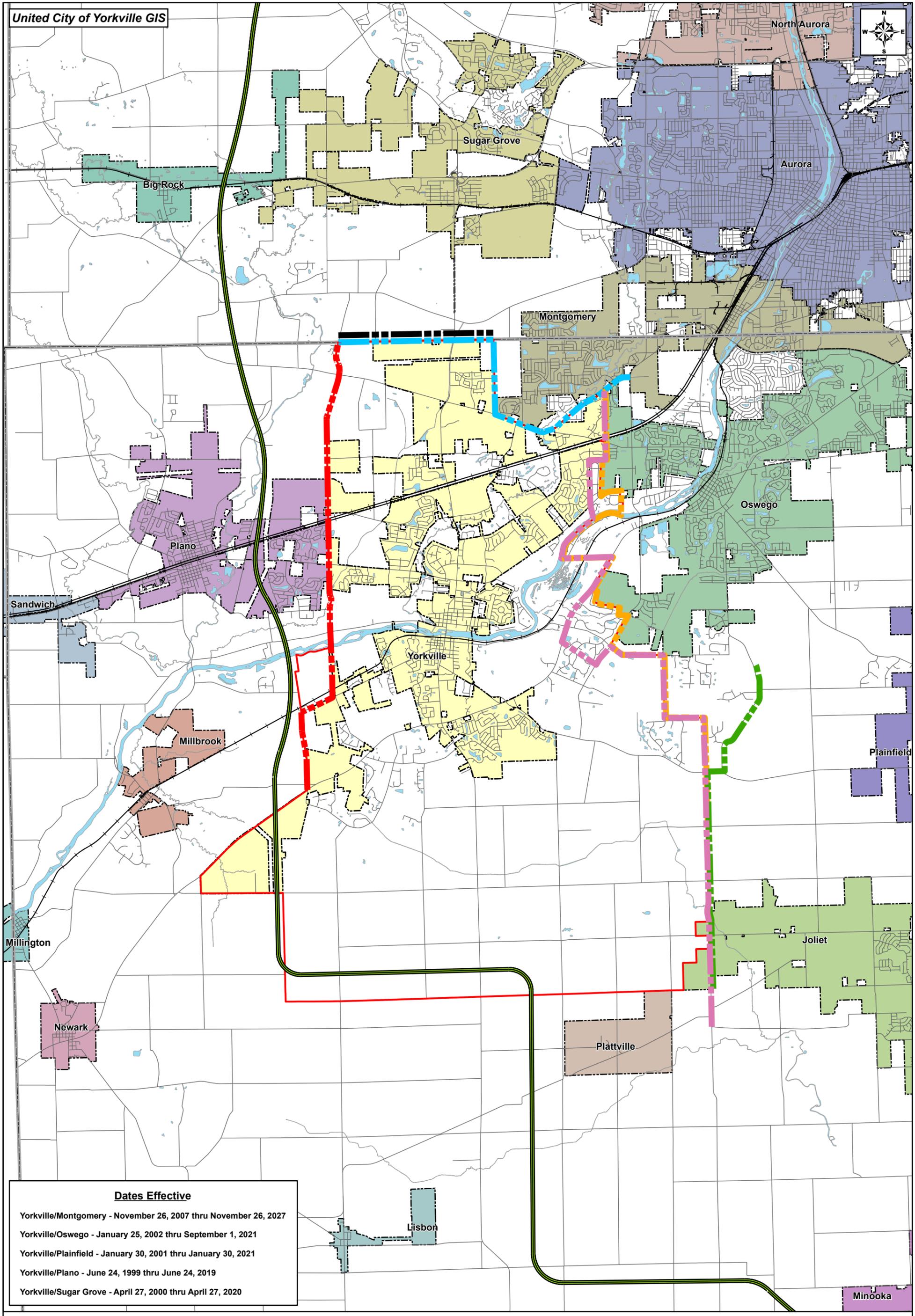
- **Item # 5** - Revision was made that the boundary agreement does not preclude either municipality from filing a statutory objection to any land use change, not just rezoning requests, within one and one-half (1½) miles of its corporate boundaries.
- **Item #8** - Removal of most obligations related to Baseline Road with regards to recapture and specific improvement standards to now state “Each City agrees to review and consider

- the other cities Transportation Plan and Comprehensive Plan before making any improvements or modifications to Baseline Road.”
- **Item #16** – Addition of a general clause inserted by the Village of Sugar Grove’s Attorney to secure that nothing within the boundary agreement shall conflict with any prior executed boundary agreements with other municipalities. The incorporation of the new language related to the previously approved boundary agreements is due to the City’s lawsuit against Sugar Grove in the late 2000’s when we were trying to annex the Schramm piece north of US 30-Baseline Road (generally east of the driving range). We filed a pre-emptive lawsuit against Sugar Grove to get the boundary nullified because Sugar Grove had ceded that land to Montgomery in their boundary agreement. The City was unsuccessful in that lawsuit, which is why Sugar Grove wants to add the language. The City has no objections.

### **Staff Comments & Recommendation**

Staff **recommends adoption** of the proposed Sugar Grove Boundary Agreement extension for a period of twenty (20) years, or until 2036. This is consistent with the goals of the Comprehensive Plan Update and sound planning practices.

Per the Illinois Statutes, both corporate authorities are required to provide a public notice of the proposed boundary agreement for no less than 15 days at the location where notices are posted for any village board or city council meetings as well as publication within the local newspaper. Staff anticipates publishing a notice in the September 9th edition of the Beacon News for consideration at the September 27<sup>th</sup> City Council meeting. Staff is looking forward to getting the EDC’s feedback on this matter and answering any questions at Tuesday night’s meeting.



**Dates Effective**

- Yorkville/Montgomery - November 26, 2007 thru November 26, 2027
- Yorkville/Oswego - January 25, 2002 thru September 1, 2021
- Yorkville/Plainfield - January 30, 2001 thru January 30, 2021
- Yorkville/Plano - June 24, 1999 thru June 24, 2019
- Yorkville/Sugar Grove - April 27, 2000 thru April 27, 2020

# United City of Yorkville & Surrounding Boundary Agreements

December 17, 2008

**Legend**

- Prairie Parkway BS Alignment
- Oswego/Yorkville Boundary Agreement
- Plainfield/Yorkville Boundary Agreement
- Yorkville/Montgomery Boundary Agreement
- Yorkville/Oswego Boundary Agreement
- Yorkville/Plano Boundary Agreement
- Yorkville/Sugar Grove Boundary Agreement
- Yorkville Planning Boundary

200100005726  
Filed for Record in  
KENDALL COUNTY, ILLINOIS  
PAUL ANDERSON  
04-09-2001 At 01:52 pm.  
AGREEMENT 20.00

JURISDICTIONAL BOUNDARY LINE AGREEMENT  
BETWEEN  
VILLAGE OF SUGAR GROVE AND THE UNITED CITY OF YORKVILLE,  
KANE AND KENDALL COUNTY, ILLINOIS

WHEREAS, unincorporated lands lying between the existing municipal boundaries of the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE, KANE AND KENDALL COUNTY, ILLINOIS, are developing areas; and

WHEREAS, developments under way or in various stages of planning are creating unusual growth opportunities between the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE; and

WHEREAS, the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE realize that current plans and opportunities for development will be accompanied by significantly higher demands for transportation services, governmental police, power services, utilities services, and other municipal services and financial commitments to meet the necessities of service; and

WHEREAS, the corporate authorities of both municipalities desire to reach a Jurisdictional Boundary Line Agreement in the interest of the orderly and regular development of their respective communities; in the interest of encouraging and aiding the development of the unincorporated areas lying between their municipalities; and in the interest of creating a new spirit of cooperation which will be in the best interests of both communities; and

WHEREAS, the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE recognize that the land lying between their present municipal boundaries is in a

rapidly developing area in which problems related to open space preservation, flood control, population density, joint operation of public facilities, ecological and economic impact, and multipurpose developments are ever increasing both in number and complexity; and

WHEREAS, the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE and their respective citizens are vitally affected by said development problems and issues and any attempt to solve them and provide for the welfare, prosperity and enjoyment of the inhabitants of said municipalities, will be benefited by mutual action and intergovernmental cooperation with respect thereto; and

WHEREAS, the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE recognize the need and desirability to provide for logical municipal boundaries and areas of municipal authority between their respective municipalities in order to plan effectively and efficiently for the growth and potential development between their communities and the conservation of the available resources for all of their respective citizens; and

WHEREAS, in examining and shaping their plans, the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE acknowledge that the planning required should be free from the influence of developers' finances; and

WHEREAS, the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE have authorized, by Ordinance, the execution of this agreement as an exercise of their intergovernmental cooperation authority under the Constitution of the State of Illinois, and pursuant to the terms and provisions of Section 5/11-12-9 of the Illinois Municipal Code (65 ILCD 5/11-12-9).

NOW THEREFORE, upon the consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed

between the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE, as follows:

1. That the VILLAGE OF SUGAR GROVE shall have jurisdiction north of a certain boundary line and the UNITED CITY OF YORKVILLE shall have jurisdiction south of a certain boundary line which is delineated on a map which is marked Exhibit "A" and which is attached hereto and is fully incorporated herein. The Boundary Line shall be the boundary between Kane and Kendall Counties.

2. The parties shall not attempt to exercise authority by annexing, zoning, or performing any other similar acts in territory lying within the jurisdiction of the other municipality.

3. The Jurisdictional Boundary Line between the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE, for municipal government planning, subdivision control and municipal purposes shall be as shown in Exhibit "A" which is attached hereto.

4. All future annexation Ordinances adopted by the corporate authorities of both Cities shall be adopted in such form as to conform with the provisions of this Agreement. Each City hereby agrees that it shall not act to annex or exercise any zoning authority or subdivision control authority beyond the Jurisdictional Boundary Line established in this Agreement.

5. This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file a statutory objection to proposed rezoning within one and one-half (1 1/2) miles of its corporate limits.

6. Each City agrees that it will actively oppose any attempt to effectuate an involuntary annexation to its respective municipality which annexation would have the effect of changing the corporate jurisdictional line established under this Agreement.

7. Both municipalities shall adopt appropriate Ordinances for the protection of well sites and groundwater.

8. Nothing contained herein shall require either municipality to make improvements to Baseline Road.

In the event that either municipality has an owner or developer along Baseline Road seeking Baseline Roadway improvements, said improvements shall be constructed by this owner or developer. A Recapture Ordinance for 50% of the cost of said roadway improvements with interest shall be enacted by the other municipality. If and when development occurs adjacent to the improved Baseline Road, then appropriate payment shall be made to the initial investor. The standard for any improvements to Baseline Road will be a thirty nine foot (39') back of B6.12 curb to back of B6.12 curb. The structural section shall be determined by I.D.O.T. standards for a 80,000 pound truck but shall be a minimum section of: 6" bituminous concrete, 12" crushed CA6 stone, and pavement fabric, the right-of-way required shall be 100'(50' from the centerline of Baseline Road). The street shall have 5' x 5' sidewalks on both sides with a full street lighting system to be approved by both parties and street trees. The minimum building setback shall be established at 50' for structures and 20' for parking lots. The access points to be mutually agreed by both communities.

Each City agrees to cooperate with any third party governmental agency which is desirous of taking jurisdiction of Baseline Road, such as the State of Illinois or the County of Kane or Kendall.

Each City agrees that no further expansions to or improvements of Baseline Road, west of U.S. Route 47, shall be made without consulting the other municipality concerning the nature and scope of further improvements and the financing of further improvements to Baseline Road.

9. It is agreed that neither the VILLAGE OF SUGAR GROVE nor the UNITED CITY OF YORKVILLE shall either directly or indirectly seek any modification of this Agreement through court action and that this Agreement shall remain in full force and effect until amended or changed by the mutual Agreement of both respective corporate authorities.

10. If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are to be severable.

11. This Agreement shall be construed in accordance with the laws of the State of Illinois and shall be published by the respective Cities and recorded or filed with appropriate County Recorders, County Clerks, and others as their interest may appear.

12. This Agreement shall be in full force and affect from and after its adoption and execution by the VILLAGE OF SUGAR GROVE and by the UNITED CITY OF YORKVILLE and shall continue in full force and affect for a period of twenty (20) years. The term of this Agreement may be extended, renewed or revised at the end of the initial term or extended terms hereof by further agreement of the municipalities.

13. Major repairs or maintenance to Baseline Road to which both municipalities are contiguous at the time of repair shall be on a 50/50% cost sharing basis. Both municipalities shall agree as to the nature and extent of the major repairs or maintenance. Additionally, local costs for signalizations on said roads shall be allocated based upon the number of intersection quadrants located in each municipality.

14. The parties deem each clause, paragraph and undertaking herein to be severable and the application of this Agreement to any individual landowners to likewise be severable. Therefore, the parties agree that in the event any clause, paragraph or undertaking is deemed

invalid or unconstitutional, or in the event the application of this Agreement to any landowner is seemed invalid or unconstitutional or otherwise unenforceable, such invalidity, unconstitutionality or unenforceability shall not affect the other undertakings made herein by the parties, and the rest of the Agreement and its application to landowners shall remain in full force and effect.

15. Either party that receives a development request within ¼ mile of the established boundary contained herein shall contact the other party in writing and extend an opportunity for them to see the plan and to offer comments.

IN WITNESS WHEREOF THE VILLAGE OF SUGAR GROVE AND THE UNITED CITY OF YORKVILLE have caused this Jurisdictional Boundary Line Agreement to be executed by their respective Mayor and Village President and attested by their respective City and Village Clerk, pursuant to Ordinances adopted by each municipality authorizing the execution of this Jurisdictional Boundary Line Agreement.

VILLAGE OF SUGAR GROVE

BY: P. Sean Trickett  
Village President

ATTEST:

Cynthia J. Wilk  
Village Clerk

UNITED CITY OF YORKVILLE

BY: Arthur J. Prochaska  
Mayor 4/27/00

ATTEST:

Debrah K. Simmons  
City Clerk  
agmbndrysg 4/27/00

JURISDICTIONAL BOUNDARY LINE AGREEMENT  
BETWEEN THE  
VILLAGE OF SUGAR GROVE AND THE UNITED CITY OF YORKVILLE,  
KANE AND KENDALL COUNTY, ILLINOIS

WHEREAS, unincorporated lands lying between the existing municipal boundaries of the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE, Kane and Kendall Counties, Illinois, are developing areas; and

WHEREAS, developments under way or in various stages of planning are creating unusual growth opportunities between the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE; and

WHEREAS, the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE realize that current plans and opportunities for development will be accompanied by significantly higher demands for transportation services, governmental police, power services, utilities services, and other municipal services and financial commitments to meet the necessities of service; and

WHEREAS, the corporate authorities of both municipalities desire to reach a Jurisdictional Boundary Line Agreement in the interest of the orderly and regular development of their respective communities; in the interest of encouraging and aiding the development of the unincorporated areas lying between their municipalities; and in the interest of creating a new spirit of cooperation which will be in the best interests of both communities; and

WHEREAS, the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE recognize that the land lying between their present municipal boundaries is in a rapidly developing area in which problems related to open space preservation, flood control, population density, joint operation of public facilities, ecological and economic impact, and multipurpose developments are ever increasing both in number and complexity; and

WHEREAS, the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE and their respective citizens are vitally affected by said development problems and issues and any attempt to solve them and provide for the welfare, prosperity and enjoyment of the inhabitants of said municipalities, will be benefited by mutual action and intergovernmental cooperation with respect thereto; and

WHEREAS the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE recognize the need and desirability to provide for logical municipal boundaries and areas of municipal authority between their respective municipalities in order to plan effectively and efficiently for the growth and potential development between their communities and the conservation of the available resources for all of their respective citizens; and

WHEREAS in examining and shaping their plans, the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE acknowledge that the planning required should be free from the influence of developers' finances; and

WHEREAS, the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE have authorized, by Ordinance, the execution of this agreement as an exercise of their intergovernmental cooperation authority under the Constitution of the State of Illinois, and pursuant to the terms and provisions of Section 5/11-12-9 of the Illinois Municipal Code (65ILCD 5/11-12-9).

NOW THEREFORE, upon the consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed between the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE, as follows:

1. That the VILLAGE OF SUGAR GROVE shall have jurisdiction north of a certain boundary line and the UNITED CITY OF YORKVILLE shall have jurisdiction south of a certain boundary line which is delineated on a map which is marked Exhibit "A" and which is attached hereto and is fully incorporated herein. The Boundary Line shall be the boundary between Kane and Kendall Counties.
2. The parties shall not attempt to exercise authority by annexing, zoning, or performing any other similar acts in territory lying within the jurisdiction of the other municipality.
3. The Jurisdictional Boundary Line between the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE, for municipal government planning, subdivision control and municipal purposes shall be as shown in Exhibit "A" which is attached hereto.
4. All future annexation Ordinances adopted by the corporate authorities of both Cities shall be adopted in such form as to conform with the provisions of this Agreement. Each City hereby agrees that it shall not act to annex or exercise any zoning authority or subdivision control authority beyond the Jurisdictional Boundary Line established in this Agreement.
5. This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file a statutory objection to proposed rezoning land use changes within one and one-half (1 1/2) miles of its corporate limits.
6. Each City agrees that it will actively oppose any attempt to effectuate an involuntary annexation to its respective municipality which annexation would have the effect of changing the corporate jurisdictional line established under this Agreement.
7. Both municipalities shall adopt appropriate Ordinances for the protection of well sites and groundwater.

**Comment [BE1]:** Change made per Bart's recommendation.

8. Nothing contained herein shall require either municipality to make improvements to Baseline Road. Each City agrees to review and consider the other cities Transportation Plan and Comprehensive Plan before making any improvements or modifications to Baseline Road.

~~In the event that either municipality has an owner or developer along Baseline Road seeking Baseline Roadway improvements, said improvements shall be constructed by this owner or developer. A Recapture Ordinance for 50% of the cost of said roadway improvements with interest shall be enacted by the other municipality. If and when development occurs adjacent to the improved Baseline Road, then appropriate payment shall be made to the initial investor. The standard for any improvements to Baseline Road will be a thirty nine foot (39') back of B6.12 curb to back of B6.12 curb. The structural section shall be determined by I.D.O.T. standards for an 80,000 pound truck but shall be a minimum section of: 6" bituminous concrete, 12" crushed CA6 stone, and pavement fabric, the right of way required shall be 100' (50' from the centerline of Baseline Road). The street shall have 5" x 5' sidewalks on both sides with a full street lighting system to be approved by both parties and street trees. The minimum building setback shall be established at 50' for structures and 20' for parking lots. The access points to be mutually agreed by both communities.~~

Each City agrees to cooperate with any third party governmental agency which is desirous of taking jurisdiction of Baseline Road, such as the State of Illinois or the County of Kane or Kendall.

~~Each City agrees that no further expansions to or improvements of Baseline Road, west of U.S. Route 47, shall be made without consulting the other municipality concerning the nature and scope of further improvements and the financing of further improvements to Baseline Road.~~

9. It is agreed that neither the VILLAGE OF SUGAR GROVE nor the UNITED CITY OF YORKVILLE shall either directly or indirectly seed any modification of this Agreement through court action and that this Agreement shall remain in full force and effect until amended or changed by the mutual Agreement of both respective corporate authorities.
10. If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are to be severable.

**Comment [BE2]:** An attempt to address Bart's comment. In essence acknowledges that whoever has jurisdiction over Baseline has control, but requires consideration of the others plans, but is non-binding.

11. This Agreement shall be construed in accordance with the laws of the State of Illinois and shall be published by the respective Cities and recorded or filed with appropriate County Recorders, County Clerks and others as their interest may appear.
12. This Agreement shall be in full force and affect from and after its adoption and execution by the VILLAGE OF SUGAR GROVE and by the UNITED CITY OF YORKVILLE and shall continue in full force and affect for a period of twenty (20) years. The term of this Agreement may be extended, renewed or revised at the end of the initial term or extended terms hereof by further agreement of the municipalities.
13. Major repairs or maintenance to Baseline Road to which both municipalities are contiguous at the time of repair shall be on a 50/50% cost sharing basis. Both municipalities shall agree as to the nature and extent of the major repairs or maintenance. Additionally, local costs for signalizations on said roads shall be allocated based upon the number of intersection quadrants located in each municipality.
14. The parties deem each clause, paragraph and undertaking herein to be severable and the application of this Agreement to any individual landowners to likewise be severable. Therefore, the parties agree that in the event any clause, paragraph or undertaking is deemed invalid or unconstitutional, or in the event the application of this Agreement to any landowner is deemed invalid or unconstitutional or otherwise unenforceable, such invalidity, unconstitutionality or unenforceability shall not affect the other undertakings made herein by the parties, and the rest of the Agreement and its application to landowners shall remain in full force and effect.
15. Either party that receives a development request within ¼ mile of the established boundary contained herein shall contact the other party in writing and extend an opportunity for them to ~~see~~ review the plan and to offer comments.
16. Nothing herein is intended or shall be deemed to conflict with prior enacted boundary line agreements with other municipalities. To the extent that this boundary line, as drawn, is determined to be inconsistent with a prior enacted boundary line, the prior enacted boundary line shall govern (as to the portion of the boundary line that is determined to be inconsistent) only as between the Village of Sugar Grove or the United City of Yorkville and the other party to the prior enacted boundary line agreement. However, as between the parties hereto, the full length of the boundary line shall be in full force and effect.

IN WITNESS WHEREOF THE VILLAGE OF SUGAR GROVE AND THE UNITED CITY OF YORKVILLE have caused this Jurisdictional Boundary Line Agreement to be executed by their respective Mayor and Village President and attested by their respective City and Village Clerk, pursuant to Ordinances adopted by each municipality authorizing the execution of this Jurisdictional Boundary Line Agreement.

VILLAGE OF SUGAR GROVE

BY: \_\_\_\_\_  
VILLAGE PRESIDENT

ATTEST:

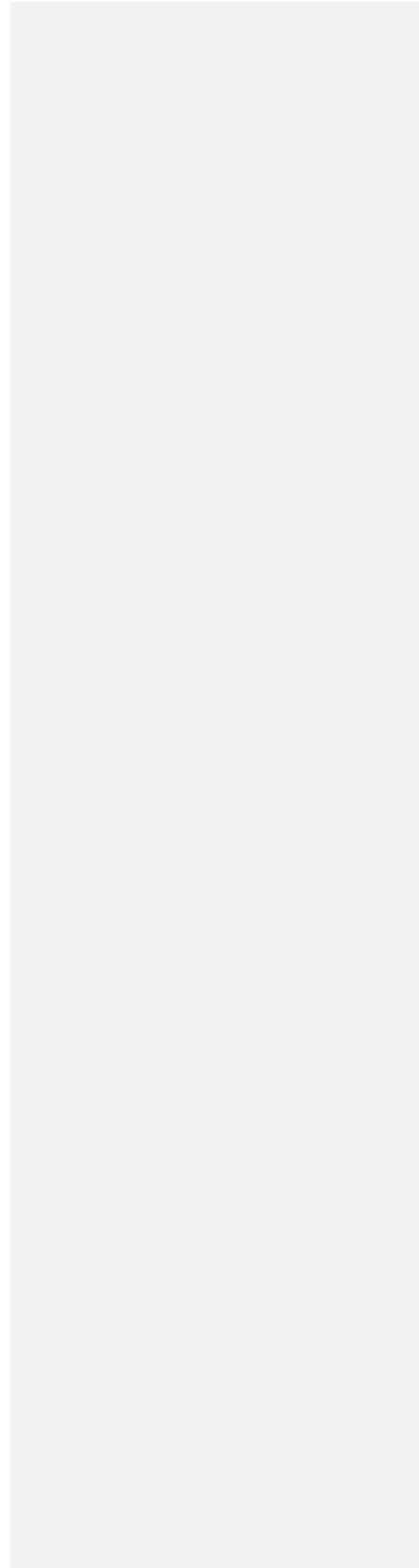
\_\_\_\_\_  
VILLAGE CLERK

UNITED CITY OF YORKVILLE

BY: \_\_\_\_\_  
MAYOR

ATTEST:

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



**PUBLIC NOTICE**  
**OF A PROPOSED JURISDICTIONAL BOUNDARY LINE AGREEMENT**  
**BETWEEN THE UNITED CITY OF YORKVILLE, ILLINOIS AND**  
**THE VILLAGE OF SUGAR GROVE, ILLINOIS**

NOTICE IS HEREWITH GIVEN, THAT PURSUANT TO Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9) that the Mayor and City Council (the “Corporate Authorities”) of the United City of Yorkville will hold a public hearing to consider the update and renewal of an existing expiring boundary agreement by the adoption of a new Jurisdictional Boundary Line Agreement (“Boundary Agreement”) between the United City of Yorkville and the Village of Sugar Grove.

The public hearing on the proposed Boundary Agreement will be held on Tuesday, September 27, 2016 beginning at 7:00 p.m. at the Yorkville City Hall, 800 Game Farm Road, Yorkville, Illinois 60560.

A copy of the proposed Boundary Agreement, including a map depicting the location of the proposed boundary line, is on file in the Office of the Yorkville City Clerk at the Yorkville City Hall and is available for review and inspection by the public during regular City Hall hours.

The proposed Boundary Agreement would establish a jurisdictional boundary line in order to enable each municipality to plan the orderly growth and development of their communities by the exercise of their planning, annexation, zoning and subdivision authority on its side of the boundary line. It is anticipated that the boundary line to be established shall be substantially the same as the previously existing boundary line.

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 Yorkville City Clerk, City Hall, 800 Game Farm Road, Yorkville, Illinois 60560, 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.

Beth Warren  
City Clerk



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

Agenda Item Number

CA #1

Tracking Number

PW 2016-63

### Agenda Item Summary Memo

**Title:** Church Street Parking

**Meeting and Date:** City Council – September 27, 2016

**Synopsis:** Creating Certain No Parking Zones on Church Street

#### Council Action Previously Taken:

Date of Action: PW – 09/20/16      Action Taken: Moved forward to CC consent agenda

Item Number: PW 2016-63

**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, Administrator  
Date: September 13, 2016  
Subject: Church St. parking restrictions

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## **Summary**

To create certain no parking zones on Church Street from West Main to Somonauk Street.

## **Background**

With the improvements completed on Church St., there is now a need to post no parking in certain areas to allow traffic to move freely. Before the improvements the street was approximately 18'-19' wide with a gravel shoulder from Somonauk to W. Center St., and there was only gravel parking near the park that was not striped. After the improvements, we have increased the width of the road and striped the parking stalls. Therefore, the following no parking restrictions are needed:

1. Somonauk St to West Center St. – the west side of Church was expanded by 9' to accommodate a pick up lane for Parkview Christian Academy. In this area we are asking for no parking during school hours. In addition to that, I am asking for no parking on the east side of Church St. in these same blocks to allow traffic to pass unimpeded.
2. West Center St. to West Main St. – the east parking was striped for straight in parking adjacent to the park. In order to have enough room for motorists to back out safely, we need to have no parking on the west side of Church St. in this block.

The last block from West Main to River St. is already no parking on both sides. No changes are needed in this block.

## **Recommendation**

I recommend to enact these parking restrictions on Church St. to allow the safe movement of traffic and for the safety of pedestrians as well. I would ask that this be placed on the September 20, 2016 Public Works Committee for discussion. If you have any questions, please let me know.

Ordinance No. 2016-\_\_\_\_

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS REGULATING ON-STREET PARKING**

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

*Section 1.* Title 6, Chapter 2, Section 2, of the United City of Yorkville Code of Ordinances is hereby amended by deleting the following:

**6-2-2: PARKING PROHIBITED ON DESIGNATED STREETS:**

CHURCH STREET

A “no parking” zone shall be created on the east side of Church Street from Somonauk Street to West Center Street.

*Section 2.* Title 6, Chapter 2, Section 2, of the United City of Yorkville Code of Ordinances is hereby amended by adding the following:

CHURCH STREET

A “no parking” zone shall be created on the west side of Church Street from Somonauk Street to West Center Street, to be effective Monday through Friday, between the hours of seven o’clock (7:00) A.M. until four o’clock (4:00) P.M.

*Section 3.* Title 6, Chapter 2, Section 2, of the United City of Yorkville Code of Ordinances is hereby amended by adding the following:

CHURCH STREET

A “no parking” zone shall be created on the West side of Church Street from West Center to West Main Street.

*Section 4.* If any Section, subsection, sentence, clause, phrase or portion of this Chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**Section 5.** 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 \_\_\_\_\_, 2016.

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

CARLO COLOSIMO \_\_\_\_\_  
JACKIE MILSCHEWSKI \_\_\_\_\_  
CHRIS FUNKHOUSER \_\_\_\_\_  
DIANE TEELING \_\_\_\_\_

KEN KOCH \_\_\_\_\_  
LARRY KOT \_\_\_\_\_  
JOEL FRIEDERS \_\_\_\_\_  
SEAVER TARULIS \_\_\_\_\_

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR



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

CA #2

Tracking Number

PW 2016-64

### Agenda Item Summary Memo

**Title:** 2016 RTBR (MFT)

**Meeting and Date:** City Council – September 27, 2016

**Synopsis:** Consideration of Change Order No. 1

#### Council Action Previously Taken:

Date of Action: PW – 09/20/16 Action Taken: Moved forward to CC consent agenda

Item Number: PW 2016-64

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

**Council Action Requested:** Consideration of Approval

**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](http://www.facebook.com/CityofYorkville), tweet us at @CityofYorkville, and/or contact any of your elected officials at [http://www.yorkville.il.us/gov\\_officials.php](http://www.yorkville.il.us/gov_officials.php)*



# Memorandum

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

Date: August 26, 2016  
Subject: 2016 MFT/RTBR Program – Change Order No. 1

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

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

## **Background:**

The United City of Yorkville and D Construction, Inc. entered into an agreement for a contract value of \$515,056.39 for the above referenced project. Construction is now substantially complete.

## **Questions Presented:**

Should the City approve Change Order No. 1 which would decrease the contract amount by \$4,469.39?

## **Discussion:**

Change Order No. 1 includes additions/deductions to the contract quantities to reflect as-built quantities and new pay items for unexpected field conditions (see attached for detail).

No additional change orders are anticipated as project work is complete. We anticipate a final contract value of \$510,587.00.

We are recommending approval of the Change Order.

## **Action Required:**

Consideration of approval from the City Council for Change Order No. 1.

CHANGE ORDER

Order No. 1

Date: August 25, 2016

Agreement Date: \_\_\_\_\_

NAME OF PROJECT: 2016 MFT/RTBR Program

OWNER: United City of Yorkville

CONTRACTOR: D. Construction, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

- |  |               |
|--|---------------|
| 1) Deduction of Bituminous Materials (Prime Coat)<br>2,047.9 Pounds @ \$0.01/Pound                     | (\$20.48)     |
| 2) Deduction of Leveling Binder (Hand Method), N50<br>60.0 Ton @ \$0.01/Ton                            | (\$0.60)      |
| 3) Addition of Leveling Binder (Machine Method), N50<br>598.6 Ton @ \$60.00/Ton                        | \$35,916.00   |
| 4) Addition of HMA Surface Course, Mix "D", N50<br>193.7 Ton @ \$61.00/Ton                             | \$11,815.70   |
| 5) Deduction of Incidental HMA Surfacing<br>80.0 Ton @ \$75.00/Ton                                     | (\$6,000.00)  |
| 6) Deduction of PCC Sidewalk Removal<br>219.1 SF @ \$1.75/SF   | (\$383.43)    |
| 7) Deduction of PCC Sidewalk, 5"<br>302.3 SF @ \$6.00/SF   | (\$1,813.80)  |
| 8) Addition of Detectable Warnings<br>44.2 SF @ \$25.00/SF   | \$1,105.00    |
| 9) Deduction of HMA Surface Removal – 2.5 Inch<br>1,450.7 SY @ \$2.15/SY                               | (\$3,119.01)  |
| 10) Deduction of Class D Patch, 4 Inch<br>1,126.7 SY @ \$30.00/SY                                      | (\$33,801.00) |
| 11) Deduction of Combination Concrete Curb and Gutter Removal and Replacement<br>154.9 LF @ \$35.00/LF | (\$5,421.50)  |
| 12) Deduction of Manholes to be Adjusted with New Frame and Lid – Type 1<br>11.0 Each @ \$550.00/Each  | (\$6,050.00)  |

13) Deduction of Valve Boxes to be Adjusted 1.0 Each @ \$250.00/Each	(\$250.00)
14) Deduction of Restoration 502.3 SY @ \$11.00/SY	(\$5,525.30)
15) Addition of Crack Sealing 82.2 LF @ \$0.55/LF	\$45.21
16) Deduction of Preparation of Base 339.1 SY @ \$3.25/SY	(\$1,102.08)
17) Deduction of Thermoplastic Pavement Markings, Letters and Symbols 11.4 SF @ \$6.62/SF	(\$75.47)
18) Addition of Thermoplastic Pavement Markings, 4" 1045.0 LF @ \$1.49/LF	\$1,557.05
19) Addition of Thermoplastic Pavement Markings, 6" 701.0 LF @ \$2.21/LF	\$1,549.21
20) Addition of Thermoplastic Pavement Markings, 12" 91.0 LF @ \$4.42/LF	\$402.22
21) Deduction of Thermoplastic Pavement Markings, 24" 11.0 LF @ \$8.83/LF	(\$97.13)
22) Addition of F&I Yorkville Lettered Lids 8.0 Each @ \$200.00/Each	\$1,600.00
23) Addition of Sanitary Manhole Adjustments 4.0 Each @ \$1,300.00/Each	\$5,200.00

Change of CONTRACT PRICE:

Original CONTRACT PRICE:	<u>\$515,056.39</u>
Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S):	<u>\$515,056.39</u>
The CONTRACT PRICE due to this CHANGE ORDER will be <u>DECREASED</u> by:	<u>\$ 4,469.39</u>
The new CONTRACT PRICE including this CHANGE ORDER will be:	<u>\$510,587.00</u>

Justification:

- 1-21) Changes per as-built quantities measured in the field.
- 22) Added per field conditions.
- 23) Added per field conditions.

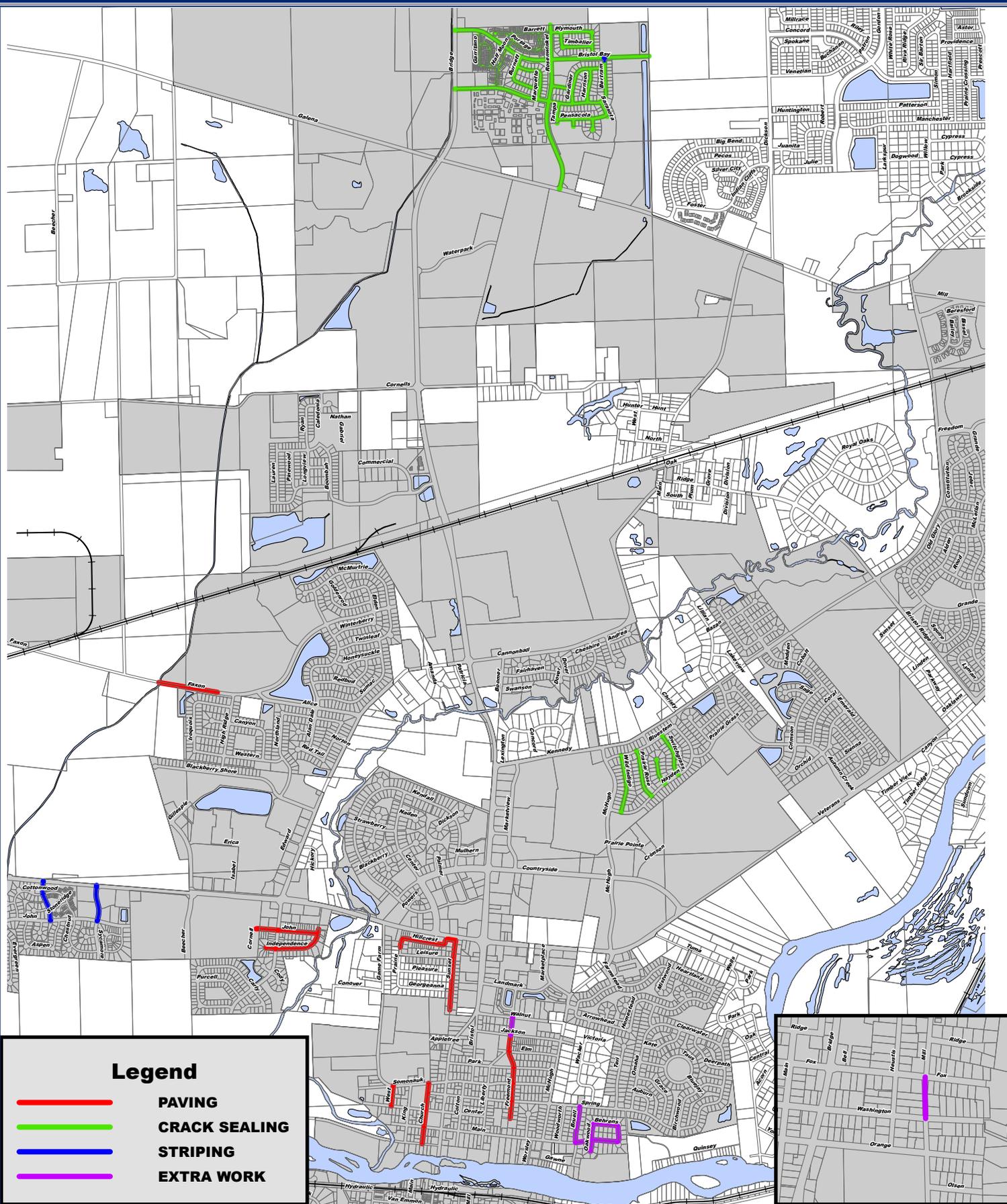
Change to CONTRACT TIME:

The contract time is increased/~~decreased~~ by  0  days.

Requested by: \_\_\_\_\_ D. Construction, Inc.

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

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



**Legend**

- PAVING
- CRACK SEALING
- STRIPING
- EXTRA WORK

DATE:	April 2016
PROJECT NO.:	YO1518
BY:	KKP
PATH:	H:\GIS\PUBLIC\YORKVILLE\2015\
FILE:	YO1518_Paving.MXD

**2016 RTBR  
LOCATION MAP**



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



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

CA #3

Tracking Number

PW 2016-65

**Agenda Item Summary Memo**

**Title:** 2016 RTBR / Additional Work

**Meeting and Date:** City Council – September 27, 2016

**Synopsis:** Consideration of Change Order No. 1

**Council Action Previously Taken:**

Date of Action: PW – 09/20/16      Action Taken: Moved forward to CC consent agenda

Item Number: PW 2016-65

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

**Council Action Requested:** Consideration of Approval

**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](http://www.facebook.com/CityofYorkville), tweet us at @CityofYorkville, and/or contact any of your elected officials at [http://www.yorkville.il.us/gov\\_officials.php](http://www.yorkville.il.us/gov_officials.php)*



# Memorandum

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

Date: August 26  
Subject: 2016 RTBR Program Additional Work – Change Order No. 1

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

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

## **Background:**

The United City of Yorkville and D Construction, Inc. entered into an agreement for a contract value of \$313,413.47 for the above referenced project. Construction is now substantially complete.

## **Questions Presented:**

Should the City approve Change Order No. 1 which would decrease the contract amount by \$48,318.03?

## **Discussion:**

Change Order No. 1 includes additions/deductions to the contract quantities to reflect as-built quantities and new pay items for unexpected field conditions (see attached for detail).

No additional change orders are anticipated as project work is complete. We anticipate a final contract value of \$265,095.44.

We are recommending approval of the Change Order.

## **Action Required:**

Consideration of approval from the City Council for Change Order No. 1.

CHANGE ORDER

Order No. 1

Date: August 25, 2016

Agreement Date: \_\_\_\_\_

NAME OF PROJECT: 2016 MFT/RTBR Program -- Additional

OWNER: United City of Yorkville

CONTRACTOR: D. Construction, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

- |  |               |
|--|---------------|
| 1) Deduction of Bituminous Materials (Prime Coat)<br>1355.0 Pounds @ \$0.01/Pound                    | (\$13.55)     |
| 2) Addition of Leveling Binder (Machine Method), N50<br>157.4 Ton @ \$60.00/Ton                      | \$9,444.00    |
| 3) Addition of HMA Surface Course, Mix "D", N50<br>68.6 Ton @ \$61.00/Ton                            | \$4,184.60    |
| 4) Deduction of PCC Sidewalk Removal<br>1073.3 SF @ \$1.75/SF  | (\$1,878.28)  |
| 5) Deduction of PCC Sidewalk, 5"<br>1252.4 SF @ \$6.00/SF  | (\$7,514.40)  |
| 6) Addition of Detectable Warnings<br>40.2 SF @ \$25.00/SF   | \$1,005.00    |
| 7) Deduction of HMA Surface Removal – 2.5 Inch<br>290.9 SY @ \$2.15/SY                               | (\$625.44)    |
| 8) Deduction of Class D Patch, 4 Inch<br>1202.4 SY @ \$30.00/SY                                      | (\$36,072.00) |
| 9) Deduction of Combination Concrete Curb and Gutter Removal and Replacement<br>23.8 LF @ \$35.00/LF | (\$833.00)    |
| 10) Deduction of Manholes to be Adjusted with New Frame and Lid – Type 1<br>7.0 Each @ \$550.00/Each | (\$3,850.00)  |
| 11) Deduction of Inlets to be Adjusted<br>7.0 Each @ \$350.00/Each                                   | (\$2,450.00)  |
| 12) Deduction of Valve Boxes to be Adjusted<br>3.0 Each @ \$250.00/Each                              | (\$750.00)    |

13) Deduction of Restoration 666.5 SY @ \$11.00/SY	(\$7,331.50)
14) Deduction Aggregate Wedge Shoulder, Type B 5 Ton @ \$100.00/Ton	(\$500.00)
15) Deduction of Crack Sealing 82.2 LF @ \$0.55/LF	(\$374.44)
16) Addition of F&I Yorkville Lettered Lids 2.0 Each @ \$200.00/EA	\$400.00

Change of CONTRACT PRICE:

Original CONTRACT PRICE:	<u>\$313,413.47</u>
Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S):	<u>\$313,413.47</u>
The CONTRACT PRICE due to this CHANGE ORDER will be <u>DECREASED</u> by:	<u>\$ 48,318.03</u>
The new CONTRACT PRICE including this CHANGE ORDER will be:	<u>\$265,095.44</u>

Justification:

- 1-15) Changes per as-built quantities measured in the field.
- 16) Added per field conditions.

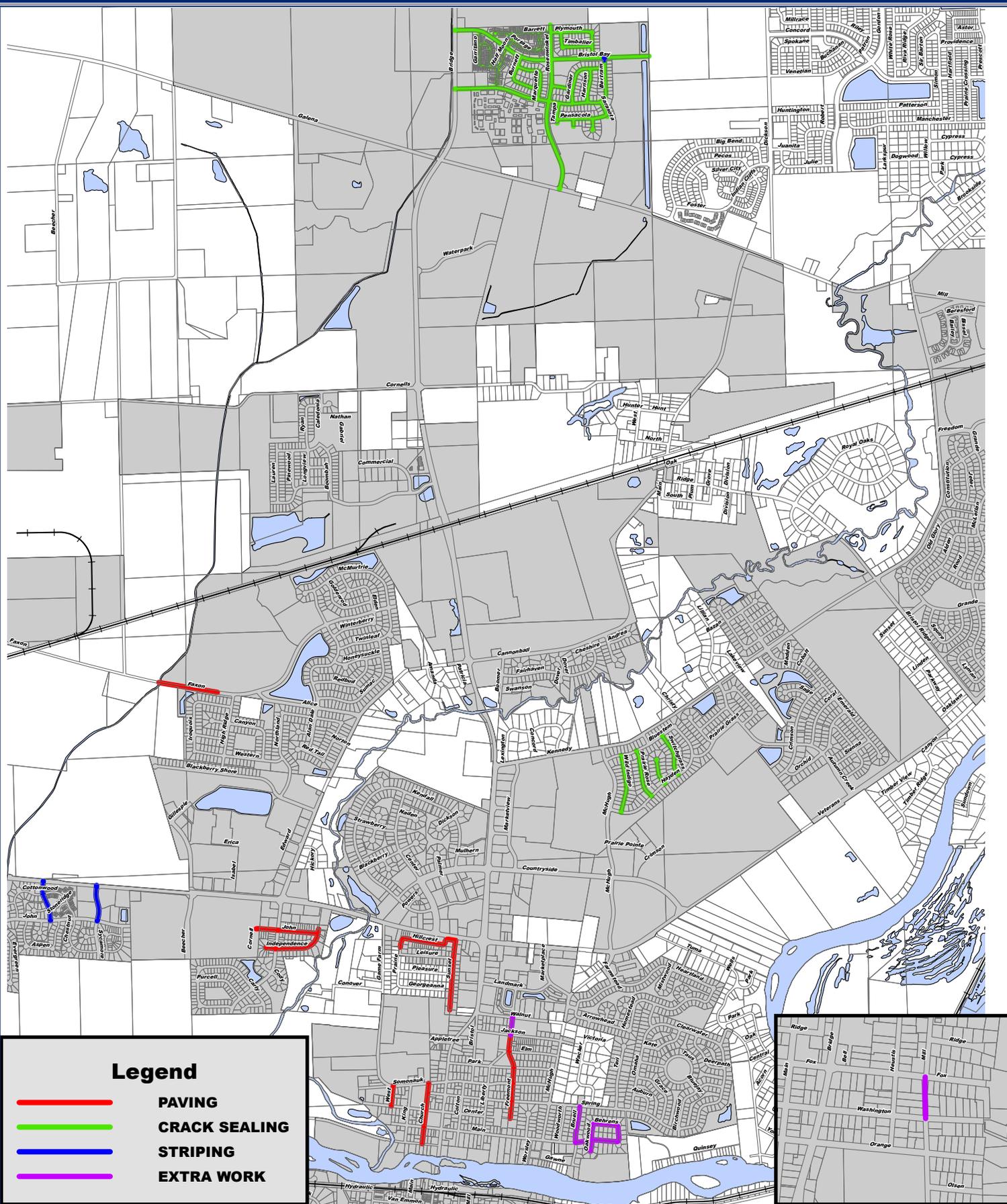
Change to CONTRACT TIME:

The contract time is increased/~~decreased~~ by 0 days.

Requested by: \_\_\_\_\_ D. Construction, Inc.

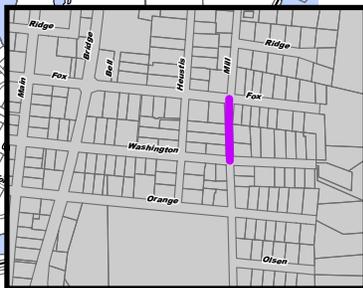
Recommended by: \_\_\_\_\_ Engineering Enterprises, Inc.

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



**Legend**

- PAVING
- CRACK SEALING
- STRIPING
- EXTRA WORK



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

DATE:	April 2016
PROJECT NO.:	YO1518
BY:	KKP
PATH:	H:\GIS\PUBLIC\YORKVILLE\2015\
FILE:	YO1518_Paving.MXD

**2016 RTBR  
 LOCATION MAP**





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

CA #4

Tracking Number

PW 2016-66

**Agenda Item Summary Memo**

**Title:** Game Farm Road and Somonauk Improvements

**Meeting and Date:** City Council – September 27, 2016

**Synopsis:** Consideration of LPA Amendment No. 1

**Council Action Previously Taken:**

Date of Action: PW – 09/20/16      Action Taken: Moved forward to CC consent agenda

Item Number: PW 2016-66

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

**Council Action Requested:** Consideration of Approval

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

**Agenda Item Notes:**

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



# Memorandum

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

Date: September 12, 2016  
Subject: Game Farm Road and Somonauk Street Improvements

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The purpose of this memo is to present a Local Public Agency Amendment for the project.

The City did not utilize all the allotted Federal Funds for land acquisition as originally budgeted. Therefore we are able to move \$41,905 to the construction phase of the project. This will reduce the local share of the construction portion.

The proposed amendment has been approved by the Kane-Kendall Council of Mayors and the attached Amendment No. 1 has been prepared by IDOT staff.

We are recommending approval of Amendment No. 1. If you have any questions or require additional information, please let us know.



March 23, 2016

Mr. Tony Speciale  
Kane/Kendall Council of Mayors  
Kane County Division of Transportation  
41W011 Burlington Road  
St. Charles, IL 60175

**Re: Section No. 03-00031-00-FP  
Job No. ROW (R-93-017-10)  
Job No. Construction (C-93-055-07)  
Game Farm Road – Somonauk Street Improvements  
United City of Yorkville**

Dear Mr. Speciale:

The United City of Yorkville is requesting to move \$41,905.00 from the land acquisition phase to the construction portion of this project. The City used \$133,095.00 of the available \$175,000.00 of Federal Funds for land acquisition phase. The project was let on the November 21, 2014 letting and construction is significantly complete. The construction phase was not fully funded at 70/30, therefore there is an opportunity to use these remaining funds in this phase.

IDOT District 3 has requested that the Kane/Kendall Council of Mayors perform an administrative change first and then they will amend the Joint Agreement for the balance.

We appreciate all your assistance in this matter and if you have any questions or need additional information, please do not hesitate to contact me at 630-466-6700.

Sincerely,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.  
City Engineer

CC: Jennifer Becker, Kane/Kendall Council of Mayors (via e-mail)  
Patrick Knapp, Kane/Kendall Council of Mayors (via e-mail)  
Jackie Forbes, Kane/Kendall Council of Mayors (via e-mail)  
Bart Olson, United City of Yorkville (via e-mail)  
Eric Dhuse, United City of Yorkville (via e-mail)  
Lisa Pickering, United City of Yorkville (via e-mail)  
Kathy Field-Orr, Kathleen Field Orr & Associates (via e-mail)  
TVW, JAM, EEI (via e-mail)

\\Milkyway\EEI\_Storage\Docs\Public\Yorkville\2011\YO1113-C Game Farm Somonauk Improvements\Docs\STP Phase Transfer request.docx

 <b>Illinois Department of Transportation</b> <b>Local Public Agency Amendment # 1 for Federal Participation</b>	Local Public Agency Yorkville, City of	State Contract <input checked="" type="checkbox"/>	Day Labor <input type="checkbox"/>	Local Contract <input type="checkbox"/>	RR Force Account <input type="checkbox"/>
	Section: 03-00031-00-FP	Fund Type: STU	ITEP / SRTS / HSIP Number(s)		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-055-07	M-8003(810)				

This Amendment is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA have jointly proposed to improve the designated location as described below and agree to the changes outlined in this Amendment. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**Location**

Location Game Farm Road, Somonauk Street Route FAU 1550 Length 0.95  
Termini Game Farm Road from US 34 to Somonauk Street; Somonauk Street from Game Farm Road to IL 47

Current Jurisdiction City of Yorkville TIP Number 09-00-0028 Existing Structure No \_\_\_\_\_

**Amended Division of Cost**

Type of Work	STU	%	%	LPA	%	Total
Participating Construction	2,385,417	( * )	( )	1,224,583	( BAL )	3,610,000
Non-Participating Construction		( )	( )	230,000	( 100 )	230,000
Preliminary Engineering		( )	( )		( )	
Construction Engineering		( )	( )		( )	
Right of Way		( )	( )		( )	
Railroads		( )	( )		( )	
Utilities		( )	( )		( )	
Materials						
<b>TOTAL</b>	<b>\$ 2,385,417</b>			<b>\$ 1,454,583</b>		<b>\$ 3,840,000</b>
	*70% STU funds NTE \$2,385,417					

**NOTE:**

The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the STU total, place an asterisk in the space provided for the percentage and explain above.

**Local Public Agency Appropriation**

**For Amendments Increasing the LPA share:** By execution of this Amendment, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of LPA project costs. A copy of the resolution or ordinance is attached as an addendum (required for increases to state-let contracts only).





# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

RECEIVED	
D3 LOCAL ROADS	
FEB 15 '11	
BUREAU CHIEF	
FIELD ENG. 1	X
FIELD ENG. 2	
FIELD ENG. 3	
OFFICE TECHNICIAN	✓ D/B
CRT OPERATOR	✓ M/T
AUDITOR	
SECRETARY	
FILE	
OTHER	

February 10, 2011

Jackie Milschewski  
City Clerk  
800 Game Farm Road  
Yorkville, IL 60560

Subject: City of Yorkville  
Section 03-00031-00-FP  
Project M-9003(678)  
Job No. R-93-017-10

Dear Mr. Milschewski:

The attached joint agreement for the subject section was executed by the department on February 9, 2011.

Sincerely,

Darrell W. Lewis, P.E.  
Acting Engineer of Local Roads and Streets

Attachment

cc: Joe Wyrrot, Municipal Engineer  
Eric Therkildsen, District 3 Acting Attn: James Threadgill, Acting  
Joanne Woodworth, Acting Attn: Project Control  
Jeff South



**Illinois Department of Transportation**

**Local Agency Agreement for Federal Participation**

Local Agency City of Yorkville	State Contract	Day Labor	Local Contract X	RR Force Account
Section 03-00031-00-FP	Fund Type STU	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
				R-93-017-10	M-9003(678)

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

**Location**

Local Name Game Farm Road – Somonauk Street Route FAU 1150 Length 5,500 Feet  
 Termini U.S. Route 34 and Colton Street

Current Jurisdiction City of Yorkville Existing Structure No \_\_\_\_\_

**Project Description**

Reconstruct Game Farm Road and Somonauk Street from US 34 and IL 47

**Division of Cost**

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		( )		( )		( )	
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering		( )		( )		( )	
Construction Engineering		( )		( )		( )	
Right of Way	175,000	( * )		( )	175,000	( bal )	350,000
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials							
<b>TOTAL</b>	\$ 175,000		\$ _____		\$ 175,000		\$ 350,000

\* 50% STU funds NTE \$175,000

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.  
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.  
 The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

**Local Agency Appropriation**

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

**Method of Financing (State Contract Work)**

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_  
 METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_  
 METHOD C---LA's Share \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

**THE STATE AGREES:**

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

**IT IS MUTUALLY AGREED:**

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map NUMBER 1 TRANSPARENCY ACT ADDENDUM  
(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED United City of Yorkville  
Local Agency

Valerio Burd  
(Print or Type Name)

Mayor Valerio Burd  
(County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is  
36-8008169 conducting business as a Governmental  
Entity.

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

APPROVED

State of Illinois  
Department of Transportation

[Signature]  
Gary Hannig, Secretary of Transportation

2-9-11  
Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

[Signature] 2/9/11  
Christine M. Reed, Director of Highways/Chief Engineer Date

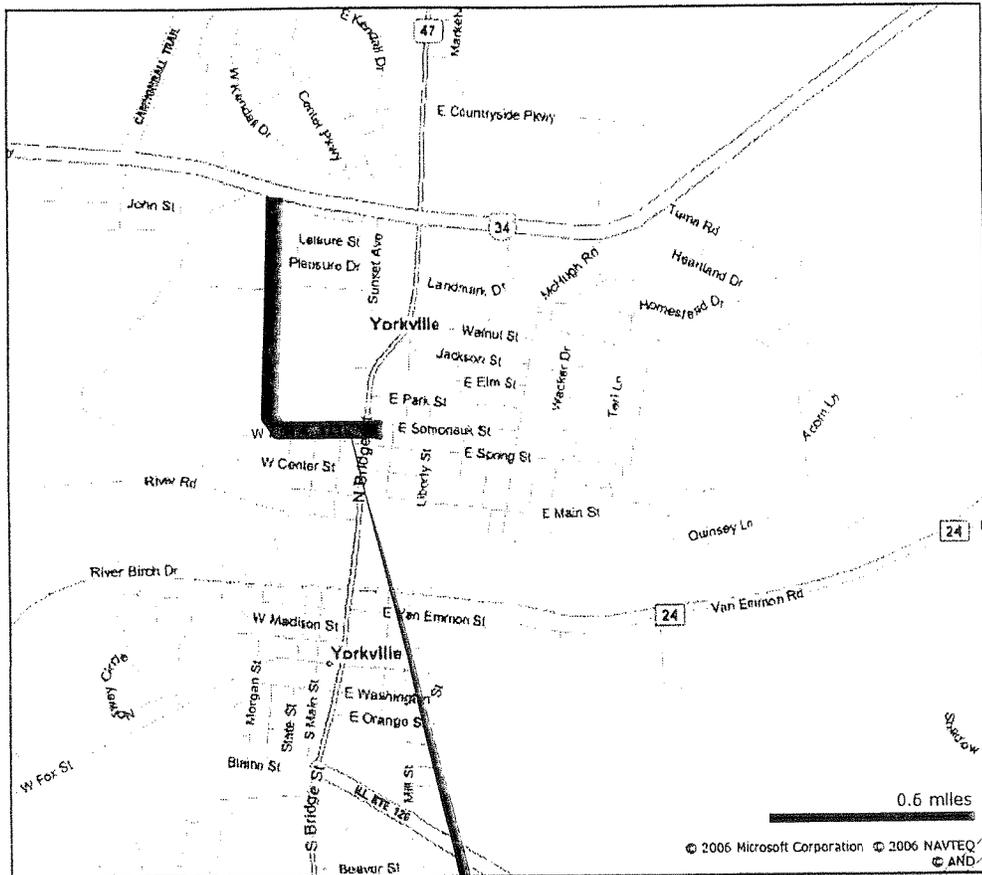
[Signature] 2-1-11  
Ellen L. Schenke-Hackins, Chief Counsel Date

[Signature] 2/3/11  
Matthew R. Hughes, Acting Director of Finance and Administration Date

# ADDENDUM #1 LOCATION MAP

## GAME FARM ROAD MAP

THE UNITED CITY OF YORKVILLE, ILLINOIS  
KENDALL COUNTY



**PROJECT LOCATION**  
**GAME FARM ROAD**  
**U.S. RTE 34 TO I.L. RTE 47**

## Addendum #2

The local agency is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>

As a sub-recipient of a federal funding equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

**A RESOLUTION APPROVING A LOCAL AGENCY AGREEMENT BETWEEN  
THE UNITED CITY OF YORKVILLE AND  
ILLINOIS DEPARTMENT OF TRANSPORTATION  
Game Farm Road – Somonauk Street Project M-8003(810)**

**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 desires to enter into a Local Agency Agreement for Federal Participation with the State of Illinois through its Illinois Department of Transportation that will provide seventy percent of the funding for roadway improvements on Game Farm Road from US 34 to Somonauk Street and Somonauk Street from Game Farm Road to Illinois Route 47; and,

**WHEREAS**, the Illinois Department of Transportation has proposed a Local Agency Agreement that will establish the cost sharing for this project with the City’s local share being \$3,786,000; and,

**WHEREAS**, the City to indicate the availability of funding for this project shall set aside those funds necessary from its Series 2014A General Obligation Alternate Revenue Source Bonds received by the City on August 5, 2014 in the amount of \$4,257,989.

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

**Section 1:** That the *Local Agency Agreement for Federal Participation* for Job Number C-93-055-07 and Project Number M-8003(810), that is attached hereto and made a part hereof by reference as Exhibit A, between the State of Illinois acting by and through its Department of Transportation and the City be and is hereby approved and that Mayor Gary J. Golinski is hereby authorized to execute said Agreement on behalf of the City.

**Section 2:** That the City hereby appropriates from its Series 2014A General Obligation Alternate Revenue Source Bonds the City’s local share of the project costs in the amount of \$3,786,000 and any additional funds that may be required.

**Section 3:** That this resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois  
this 25 day of November 2014.

Beth Warner  
CITY CLERK

CARLO COLOSIMO Y  
JACKIE MILSCHEWSKI Y  
CHRIS FUNKHOUSER Y  
ROSE ANN SPEARS Y

KEN KOCH Y  
LARRY KOT Y  
JOEL FRIEDERS Y  
DIANE TEELING Y

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,  
this 1 day of DECEMBER 2014.

Mary J. Holmst  
MAYOR

 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency City of Yorkville	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 03-00031-00-FP	Fund Type STU	ITEP and/or SRTS Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-055-07	M-8003(810)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

**Location**

Local Name Game Farm Road/Somonauk Street Route FAU 1550 Length 0.95  
 Termini Game Farm Road from US 34 to Somonauk Street; Somonauk Street from Game Farm Road to IL 47

Current Jurisdiction City of Yorkville TIP Number 09-00-0028 Existing Structure No \_\_\_\_\_

**Project Description**

Roadway improvement will consist of full signalized intersections, five typical sections to accommodate a two-way left turn lane in the median, and proposed curb and gutter. Improvement also includes sidewalks, pavement reconstruction, pavement marking, storm sewer and driveway entrance replacements.

**Division of Cost**

Type of Work	STU	%		%	LA	%	Total
Participating Construction	2,343,512	( * )	( )	( )	3,638,180	( BAL )	5,981,692
Non-Participating Construction		( )	( )	( )	147,820	( 100 )	147,820
Preliminary Engineering		( )	( )	( )		( )	
Construction Engineering		( )	( )	( )		( )	
Right of Way		( )	( )	( )		( )	
Railroads		( )	( )	( )		( )	
Utilities		( )	( )	( )		( )	
Materials							
<b>TOTAL</b>	<b>\$ 2,343,512</b>		<b>\$</b>		<b>\$ 3,786,000</b>		<b>\$ 6,129,512</b>

\*70% STU funds NTE \$2,343,512

**NOTE** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

**Local Agency Appropriation**

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

**Method of Financing (State Contract Work)**

METHOD A---Lump Sum (80% of LA \_\_\_\_\_)  
 METHOD \_\_\_\_\_ Monthly Payments of \_\_\_\_\_  
 METHOD C---LA's \_\_\_\_\_ Balance \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please register at <https://governmentcontractregistration.com/sam-registration.asp>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA**'s certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location NUMBER 2 RESOLUTION

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

GARY J. GOLINSKI

Name of Official (Print or Type Name)

MAYOR

Title (County Board Chairperson/Mayor/Village President/etc.)

[Signature]

(Signature)

12-1-14

Date

The above signature certifies the agency's TIN number 36-6006169 conducting business as a Governmental Entity.

DUNS

112382973

APPROVED

State of Illinois, Department of Transportation

[Signature]

1/5/15

Eric J. Bongren, Acting Secretary of Transportation Date

[Signature]

Omer Osman, Director of Highways/Chief Engineer

1/25/15

Date

[Signature]

Michael A. Forti, Chief Counsel

12/29/14

Date

[Signature]

Tony Small, Director of Finance and Administration

12/31/14

Date

**NOTE:** If signature is by an APPOINTED official, a authorizing said appointed official to execute this agreement is required.required.



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

DATE:	November 2014
PROJECT NO.:	YO1113
BY:	KKP
PATH:	H:\GIS\PUBLIC\YORKVILLE\2011\
FILE:	YO1113-Location.mxd

**GAME FARM ROAD AND  
 SOMONAUK STREET  
 LOCATION MAP**





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

CA #5

Tracking Number

PW 2016-67

### Agenda Item Summary Memo

**Title:** Hamman – USPS Water Main (Development Status)

**Meeting and Date:** City Council – September 27, 2016

**Synopsis:** Consideration of Default Issuance

#### Council Action Previously Taken:

Date of Action: PW – 09-20-16      Action Taken: Moved forward to CC consent agenda

Item Number: PW 2016-67

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

**Council Action Requested:** Consideration of Default Issuance

**Submitted by:** Brad Sanderson      Engineering  
Name      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](http://www.facebook.com/CityofYorkville), tweet us at @CityofYorkville, and/or contact any of your elected officials at [http://www.yorkville.il.us/gov\\_officials.php](http://www.yorkville.il.us/gov_officials.php)*



# Memorandum

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

Date: September 8, 2016  
Subject: Hamman – USPS Water Main

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This memo is to provide an update as to the status of the completion of the improvements for the Hamman – USPS Water Main project.

The City is currently holding a letter of credit in the amount of \$3,774.09 for work to be completed on the project. The City completed an updated punchlist inspection and identified a few outstanding work items. There have been several attempts to communicate with the developer regarding obtaining a schedule to complete the work. To date, a completion schedule has not been provided.

The following section of the City Code (Section 11-5-2 paragraph e) addresses this particular situation:

Projects Over Four Years: Projects over four (4) years into construction will receive notification of default from the city engineer, at the city council direction, indicating that the letter of credit or performance bond is subject to a demand for call within sixty (60) days of the date of the notice should the developer not seek an extension for completion. (Ord. 2012-27, 8-28-2012)

Based on the amount of outstanding work and the lack of progress from the developer, staff is recommending that a letter of default be prepared and issued to the developer. This would be the first step in officially calling the letter of credit and afford the developer an additional sixty (60) days to complete the required improvements, or until November 2016 before the City moves to call the security.

At this time, we are requesting direction from the City Council as to whether a letter of default should be issued.



November 25, 2015

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

**Re: *Hamman – USPS Water Main  
United City of Yorkville  
Kendall County, Illinois***

Krysti,

Representatives from Engineering Enterprises, Inc. performed an onsite punch list inspection on November 24, 2015 of the improvements for the above referenced project. A summary of the punch list items is listed below.

1. Record drawings are required to be submitted for review.
2. The fire hydrant shall be cleaned and repainted.
3. The fire hydrant shall be rotated to face the south.
4. The fire hydrant chain shall be repaired.

The developer will be requested to provide a schedule for completion. If you have any questions or if you require additional information, please call.

Very truly yours,

ENGINEERING ENTERPRISES, INC.

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

Bradley P. Sanderson, P.E.  
Vice President

BPS/MWS

pc: Mr. Bart Olson, City Administrator (Via e-mail)  
Mr. Eric Dhuse, Director of Public Works (Via e-mail)  
Ms. Lisa Pickering, Deputy Clerk (Via e-mail)  
Mr. John P. Duggan, Duggan Law Offices (Via e-mail)

\\MILKYWAY\EEI\_Storage\Docs\Public\Yorkville\2015\YO1535-DG Hamman-USPS Water Main\Docs\Hamman-USPS Water Main punchlist 01.doc

**UNITED CITY OF YORKVILLE**  
***REQUIREMENTS FOR RECORD DRAWINGS***

General

1. Show any changes in location of the constructed improvements.
2. Record Drawings shall be provided in the following formats:
  - a) One (1) bond paper copy; signed and sealed.
  - b) All electronic files required to document the record drawings as defined herein in AutoCAD 2004 (or newer) format on CD, DVD, or via e-mail to the address designated by the City Engineer. All electronic files shall be submitted in accordance with the United City of Yorkville '*Requirements for Electronic Submittals*'.
3. Provide only plan view drawing at preferred scale of 1"=50'. Alternate allowable scales are 1"=40', 1"=30' and 1"=20'. Multiple sheets shall be used as necessary. Large scale details of stormwater restrictor structures and watermain interconnects are encouraged and may be required.
4. All structures shall be numbered or lettered using the same system as the approved engineering plans for the subdivision.
5. The condition of the Bench Mark shown on the approved engineering plans shall be verified and noted on the record drawings. All elevations shall be referenced to North American Vertical Datum 1988 (NAVD 88) vertical datum using US Survey Feet as units.

Water Distribution System

1. Show locations, material and sizes of all mains, valves, hydrants, plugs, b-boxes, elbows, tees, crosses and all other appurtenances required by the engineering plans. Where cover of watermain was other than the standard 5-1/2' due to utility conflicts, show the actual elevation and note the existence of any sleeves around the watermain or other utility line.
2. Show rim elevations for all valve vaults and valve boxes, including hydrant auxiliary boxes.
3. Show elevation of finished grade at hydrant for all fire hydrants.
4. Verify that all structures are visible, at the proper grade, and that all valves and b-boxes are operational prior to submitting record drawings.
5. Show as-built dimensions to water shut off.

### Storm Sewer and Stormwater Management System

1. Show locations, material, sizes and slopes of all culverts and storm sewer lines.
2. Show locations, rims and invert elevations and type (i.e. manhole, catch basin, curb inlet, etc.) of all storm structures. For curb inlet structures, show the top of curb elevation. Verify that all structures are visible and at the proper grade prior to submitting record drawings.
3. Show as-built topography of all stormwater management basins and certify that restrictor and as-built detention volume meets or exceeds the requirements of the approved engineering plans. Show the as-built high water elevation for all basins and the normal water elevation and bottom contours for retention basins.
4. Show that critical overflow elevations have been constructed according to the approved engineering plans. Show as-built cross sections of all overflow swales if cross sections were required for capacity calculations on the approved engineering plans.
5. Certify that the project is in compliance with the communities Stormwater and Floodplain Ordinance.

### Sanitary Sewer System

1. Show locations, material, sizes and slopes of all sanitary sewer mains and service lines.
2. Show locations, rims and invert elevations and type (manhole, drop manhole, wet well, etc.) of all sanitary structures. Verify that all structures are visible and at the proper grade prior to submitting record drawings.
3. Show as-built dimensions to sanitary sewer service lines.

### Miscellaneous Improvements

1. Show location of all street lights and electric lines from street lights to service box.
2. Verify that all concrete monuments shown on the Final Plat of Subdivision have been set and are visible. If not, notify Surveyor of Record to have them installed.
3. Show parcel boundary lines, road ROW lines, and easement lines per final plat.
4. Show road centerlines.
5. Show jurisdictional Wetlands / Waters of the U.S. extent.
6. Show street sign location.
7. Show regulatory sign location and type (stop, yield, etc.).
8. Show traffic signal location.
9. Show pavement extent.

10. Show curb and gutter extent, indicate type.

11. Show gravel shoulder extent.

12. Show sidewalk extent.

13. Show trail / path extent

Certification

- 1. The following certification, signed by an Illinois Licensed Professional Engineer, shall be placed on the required plan copies:

State of Illinois )  
 )ss  
 County of \_\_\_\_\_)

We, \_\_\_\_\_ (name of engineering firm) \_\_\_\_\_, hereby certify that these "Record Drawings" have been prepared under our direct supervision and that the information contained hereon has been provided and/or verified by us and accurately reflects the existing conditions on \_\_\_\_\_ (date) \_\_\_\_\_. We further certify that in our professional opinion, these "Record Drawings" adequately depict and substantiate that the improvements constructed as part of this project will function in substantial conformance with the design intent of the engineering plans and specifications as accepted and approved by the United City of Yorkville.

By: \_\_\_\_\_ (Signature) \_\_\_\_\_.

Title: \_\_\_\_\_.

Date: \_\_\_\_\_.

seal

Illinois Licensed Professional Engineer No. \_\_\_\_\_.

License Expiration Date: \_\_\_\_\_.

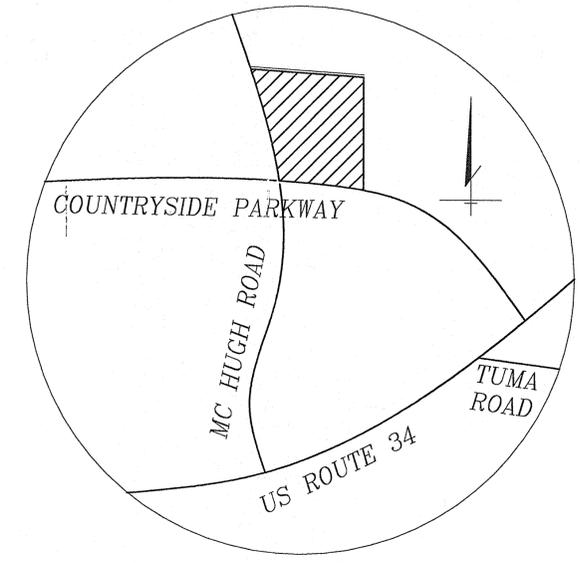


PPR3  
 10-2-05  
 Approved  
 8/2/05

# HAMMAN USPS WATERMAIN KENDALL COUNTY

## INDEX OF SHEETS

- 1 TITLE SHEET
- 2 GENERAL PLAN
- 3 PLAN & PROFILE
- 4 DETAIL SHEET



LOCATION MAP  
 NTS

- ### NOTES
- The location of existing underground facilities are shown on the plans for the convenience of the bidder only. The Owner or Engineer assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the information shown on the plans relative to the location of underground facilities. It shall be the Contractor's responsibility to determine the actual location of all such facilities.
  - All construction shall be in accordance with the applicable provisions of the subdivision regulations and ordinances of the City of Yorkville
  - Storm sewers, sanitary sewers, and water main improvements shall be constructed in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois, Fifth Edition, Dated May, 1996, and the Special Provisions associated with this improvement.
  - Select granular backfill (CA-7) shall be provided for all construction within a 1:1 slope behind the proposed back of curb and shall be incidental to pipe cost per foot.
  - Selected granular backfill shall be required for the entire length of the sanitary and water services within the street right of way. Cost of selected granular backfill for sanitary and water services shall be considered incidental.

CONSTRUCTION IS TO CONFORM TO YORKVILLE CURRENT STANDARD SPECIFICATIONS FOR IMPROVEMENTS, TO THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN IN ILLINOIS - CURRENT EDITION AND TO THE FOX METRO RECLAMATION DISTRICT REGULATIONS CONTRACTOR TO LOCATE ALL UTILITIES IN THE FIELD BEFORE STARTING CONSTRUCTION

FOR UNDERGROUND UTILITY LOCATIONS  
 CALL  
 J.U.L.I.E.  
 TOLL FREE  
 1-800-892-0123



*Paul J. ...*

I hereby certify that these plans and specifications have been prepared under my direct supervision

TITLE SHEET

NO. 1	BY JN	DATE 8/18/05	TYPE REVISION MADE	OWNER/DEVELOPER DONALD AND CAROL HAMMAN 13351 FAXON ROAD PLANO, ILLINOIS	APPLIED CIVIL ENGINEERING, INC. 2060 CAROLYN ROAD AURORA, IL 60506 630 897-6568	PROJ. NO. 1060	SHEET NO. 1
			YORKVILLE REVIEW COMMENTS 8/17/05			SCALE: NA	

REMOVE CAP AT STATION 0+00, INSTALL  
12" x 10" REDUCER AND EXTEND  
10" WATERMAIN TO THE EAST

511 LF 10" WM

TEMPORARY FIRE HYDRANT  
STA 523+40.40, 56.5' RT TO BE  
REMOVED AND USED AT STA.  
3+99.88 WM FIRE HYDRANT

EXISTING WATERMAIN PER SMITH ENGINEERING CONSULTANTS, INC.  
PLANS FOR PRAIRIE MEADOWS, STA 516+69.16 TO STA. 526+00

15 LF 6" WM, RELOCATED-FIRE HYDRANT  
WITH AUX. VALVE

VALVE 5+07.0  
CAP 5+12.0



SCALE 1"=30'

LEGEND

- W-** PROPOSED 12" WATERMAIN
- w - EXISTING WATERMAIN
- ⊗ PROPOSED 12" WM VALVE/VAULT
- ⊙ EXISTING WM VALVE
- ▲ NEW LOCATION OF RELOCATED FH
- ⊙ FH TO BE REMOVED & RELOCATED

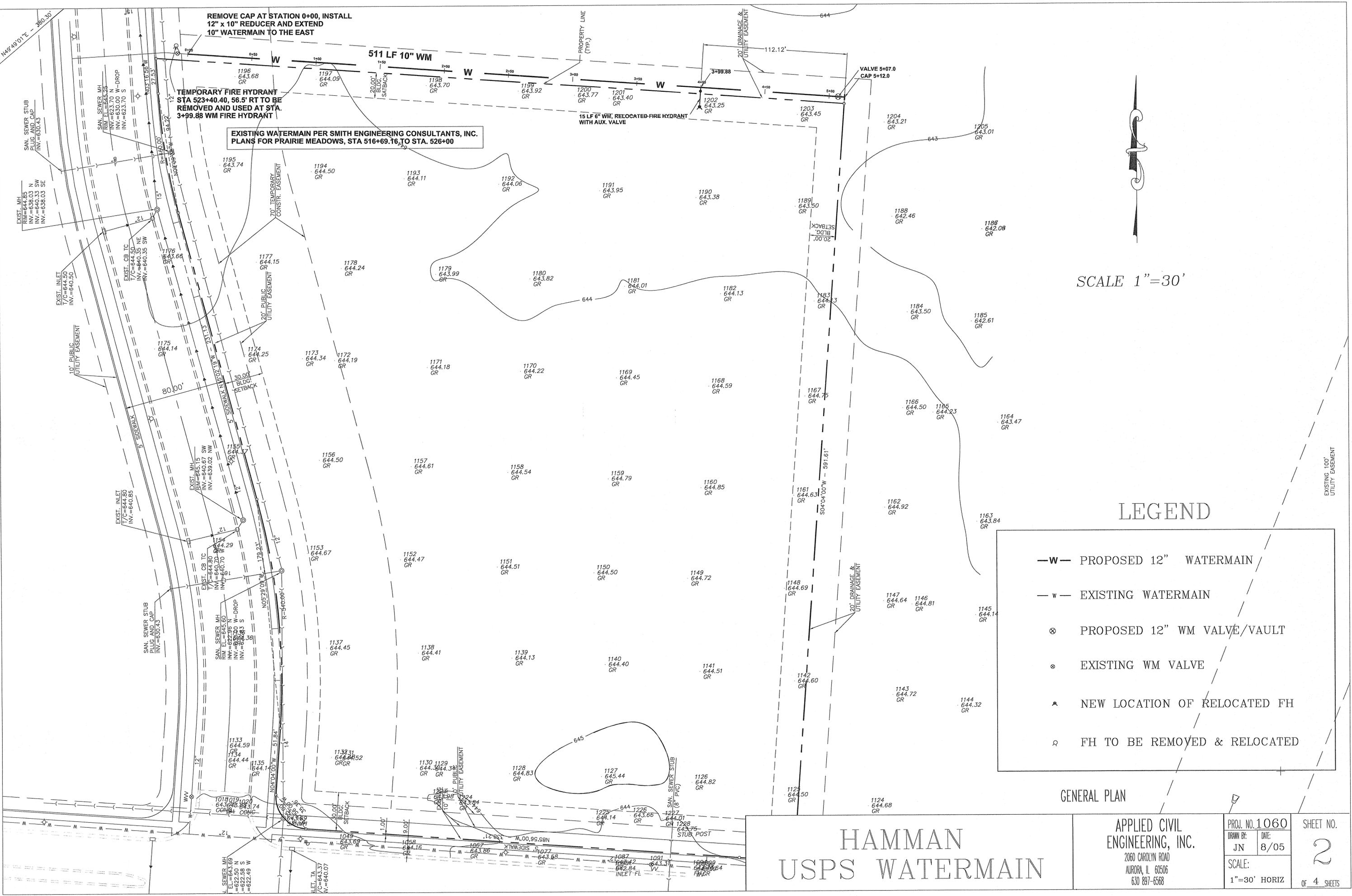
GENERAL PLAN

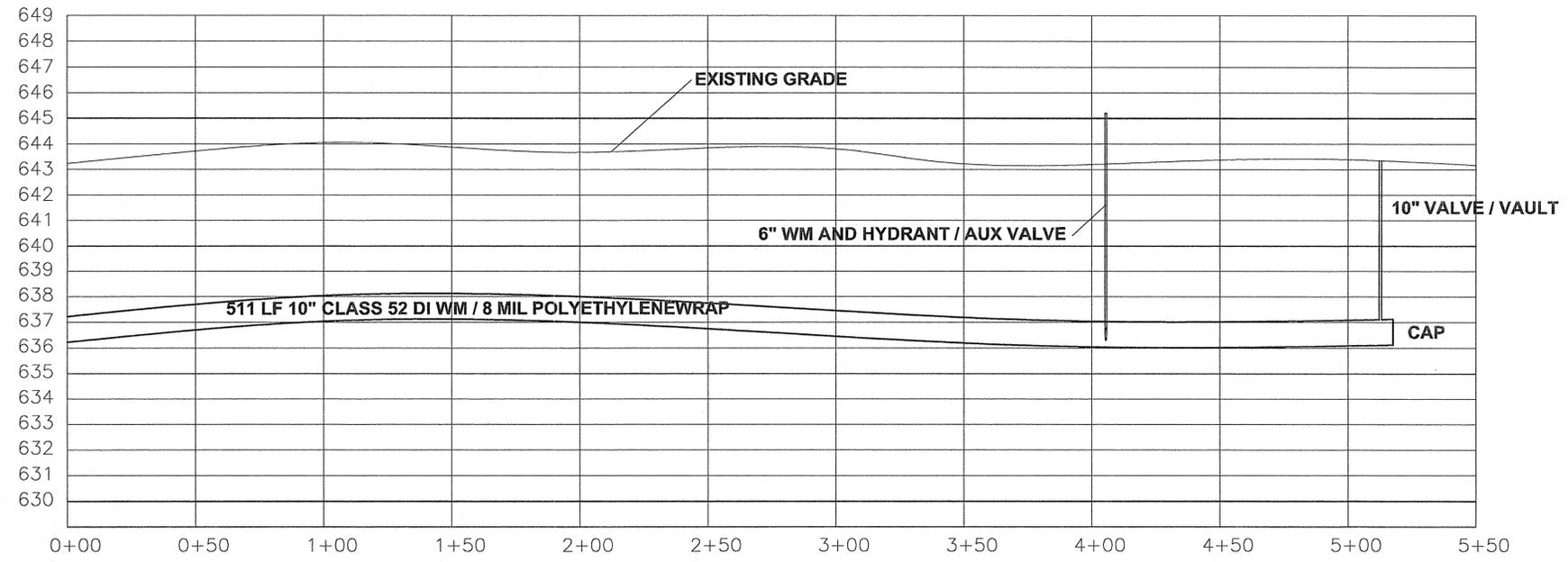
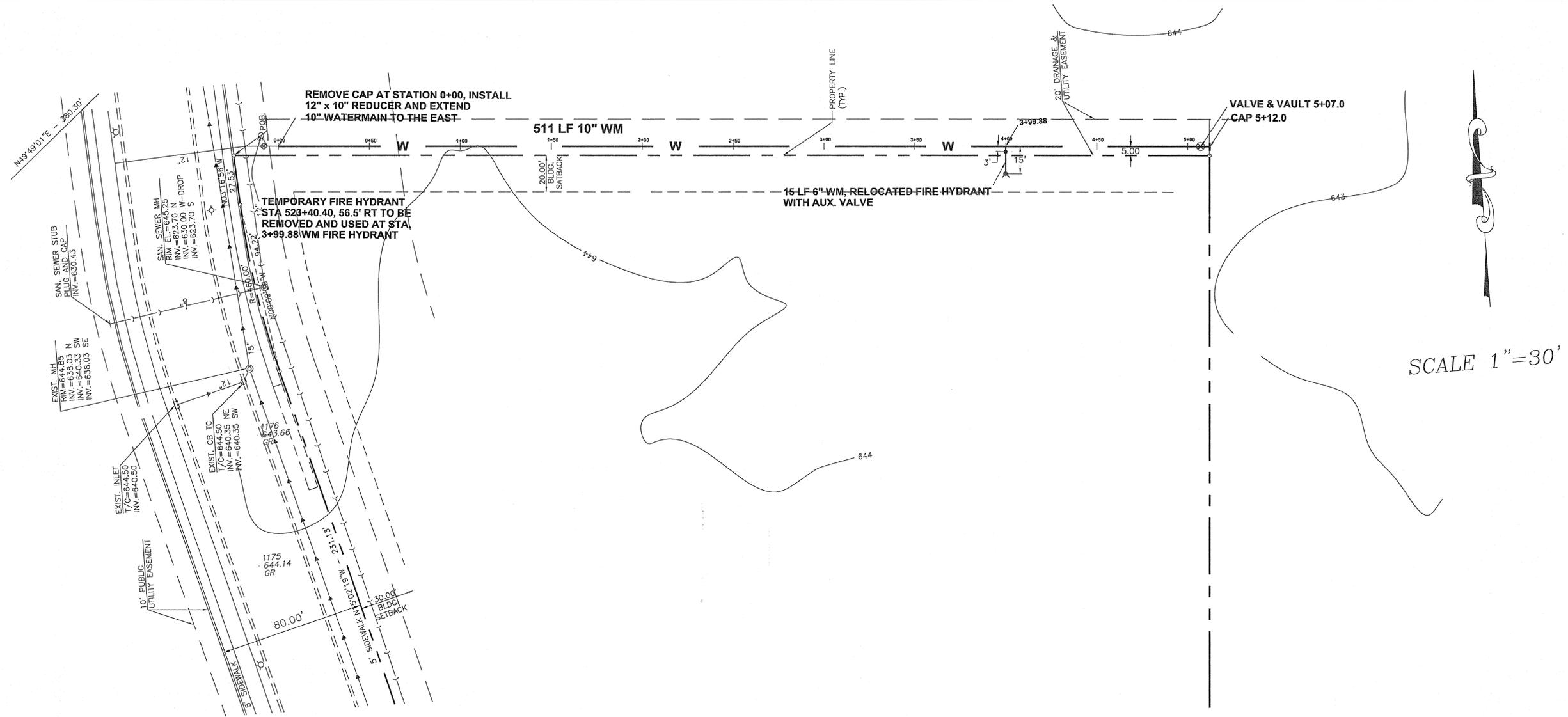
HAMMAN  
USPS WATERMAIN

APPLIED CIVIL  
ENGINEERING, INC.  
2060 CAROLYN ROAD  
AURORA, IL 60506  
630 897-6568

PROJ. NO. 1060  
DRAWN BY: JN  
DATE: 8/05  
SCALE:  
1"=30' HORIZ

SHEET NO.  
2  
OF 4 SHEETS





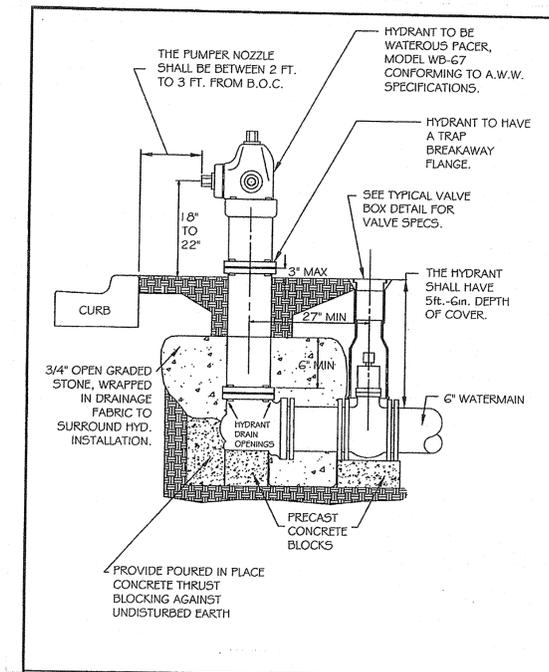
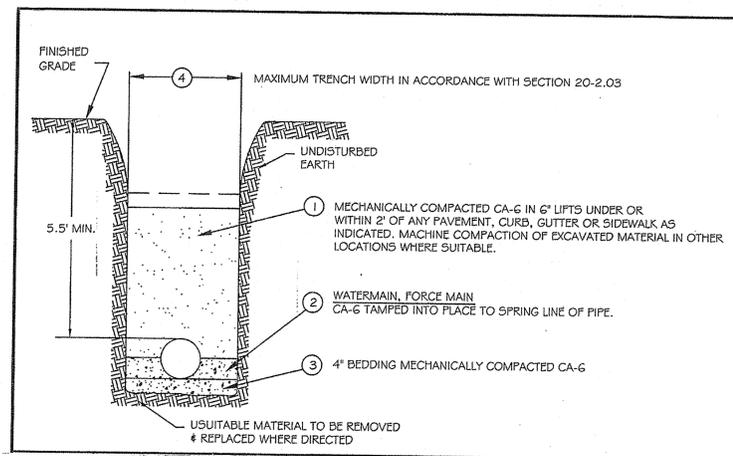
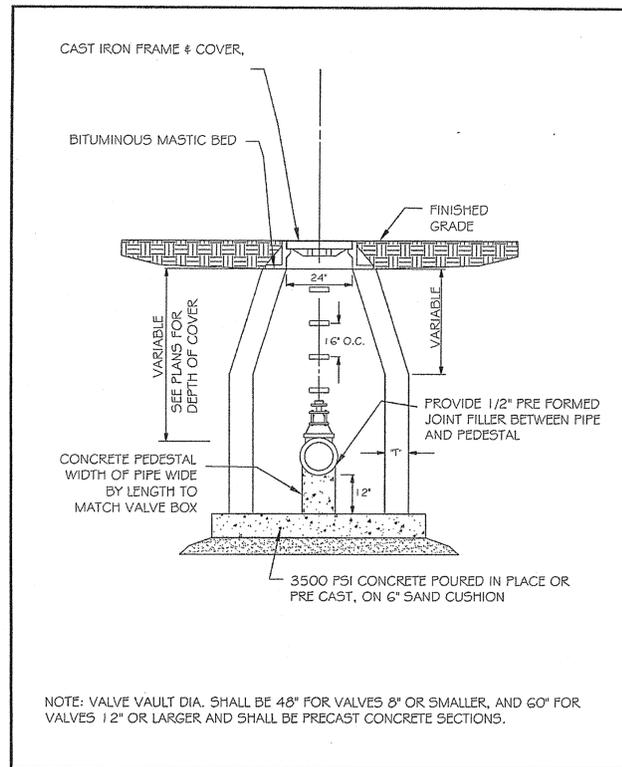
PLAN AND PROFILE

# HAMMAN USPS WATERMAIN

APPLIED CIVIL  
ENGINEERING, INC.  
2060 CAROLYN ROAD  
AURORA, IL 60506  
630 897-6568

PROJ. NO. 1060	SHEET NO.
DRAWN BY: JN	DATE: 8/05
SCALE: 1"=30' HORIZ	OF 4 SHEETS

3



DETAIL SHEET

NO.	BY	DATE	TYPE REVISION MADE

# HAMMAN USPS WATERMAIN

APPLIED CIVIL  
ENGINEERING, INC.  
2060 CAROLYN ROAD  
AURORA, IL 60506  
630 897-6568

PROJ. NO. 1060  
DRAWN BY: JN  
DATE: 8/05  
SCALE: NA

SHEET NO.  
4  
OF 4 SHEETS



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

Agenda Item Number

CA #6

Tracking Number

PW 2016-61

### Agenda Item Summary Memo

**Title:** Solid Waste RFP

**Meeting and Date:** City Council – September 27, 2016

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

#### Council Action Previously Taken:

Date of Action: PW – 09/20/16      Action Taken: Moved forward to CC consent agenda

Item Number: PW 2016-61

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Erin Willrett

Name

Administration

Department

#### Agenda Item Notes:

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



# Memorandum

To: Public Works Committee  
From: Erin Willrett, Interim Assistant City Administrator  
CC: Bart Olson, City Administrator  
Date: September 20, 2016  
Subject: Solid Waste Collection Services RFP

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## **Summary**

Review of the proposed solid waste collection RFP.

## **Background**

At the August Council meeting staff was given direction to move forward with a Solid Waste Collection RFP, as the City's current Waste Agreement is set to expire in April, 2017. Staff has drafted the attached proposal and included two additional services, one is an opt-in composting program and the other is a mandatory curbside electronic waste pick-up.

## **The proposed RFP**

The refuse, recycling, and yard-waste services within the RFP would include the same services the City residents are currently receiving. The addition of an on-demand curbside electronic pick-up has been added as a mandatory service and an opt-in composting program has also been included into the proposal language. Below is a summary of both programs being added to the RFP:

### **ELECTRONIC WASTE MANAGEMENT**

*The CONTRACTOR shall allow for the collection of Electronic Waste as defined herein. Residents must contact the CONTRACTOR to schedule a date and time for collection. There shall be no cost associated with this service. All Electronic Waste shall be placed at the curb. Items that require more than one person to collect may require an additional fee as determined by the CONTRACTOR.*

### **CURBSIDE COMPOSTING PROGRAM (VOLUNTARY)**

*The CONTRACTOR agrees to provide, at its own expense, one 33-gallon or one 64-gallon tote to each single-family or detached residence in the City that opt-in to the optional organics collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.*

*The City's curbside composting program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor shall provide for the collection and disposal of organic material at an additional monthly cost to customers receiving residential scavenger service.*

*Yard waste may also be co-mingled with the organic waste.*

## **Recommendation**

Staff recommends proceeding with the attached RFP. The request includes the refuse, recycling, and yard-waste services in the proposal at the same level as the last contract. Staff recommends adding

an on-demand curbside electronics pick-up as a mandatory service for the proposals as well as requesting pricing and information for an opt-in voluntary composting program. If the committee agrees with the RFP document as provided, staff recommends approval of the RFP at the City Council Meeting in September.

# REQUEST FOR PROPOSAL

Name of Proposing Company: \_\_\_\_\_

Project Name: Yorkville Solid Waste Collection Services  
Proposal No.: \_\_\_\_\_  
Proposal Due: November 3, 2016 @ 10:00am  
Proposal Opening: November 3, 2016 @ 10:01am

**Required of All Proposers:**

Deposit: \$5,000.00 deposit  
Letter of Capability of Acquiring  
Performance Bond: Not Required

**Required of Awarded Contractor:**

Performance Bond/Letter of Credit: \$500,000.00  
Certificate of Insurance: Required

Legal Advertisement published: September 22, 2016  
Date Issued: October 1, 2016

This document consists of 45 pages.

Return **original** and **two duplicate copies** of proposal along with **one compact disc**/flash drive with proposal information contained on it in a \*.doc (Microsoft Word) or \*.pdf (Abode Acrobat) version in a **sealed envelope** marked with the Proposal Number as noted above to:

BART OLSON  
CITY ADMINISTRATOR  
UNITED CITY OF YORKVILLE  
800 GAME FARM ROAD  
YORKVILLE, IL 60560  
PHONE: 630-553-4350  
[www.yorkville.il.us](http://www.yorkville.il.us)

The UNITED CITY OF YORKVILLE will receive proposals Monday thru Friday, 8:00 A.M. to 4:30 P.M. at City Hall, 800 Game Farm Road, Yorkville, IL 60560.

**SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.**

The Yorkville City Council, reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.** Proposers MUST submit an original, two additional paper copies and one compact disc/flash drive of the total proposal. Upon formal award of the proposal, the successful Proposer will receive a copy of the executed contract.

# I. REQUEST FOR PROPOSALS

## 1. GENERAL

- 1.1 Notice is hereby given that United City of Yorkville will receive sealed proposals up to ~~Monday, April 9, 2012 at 3:30 p.m.~~ Wednesday, November 23, 2016 at 10:00am.
- 1.2 Proposals will be opened and read aloud in the City Council Chambers at Yorkville City Hall, 800 Game Farm Road, on Wednesday, November 23, 2016 at 10:01am. ~~Monday, April 9, 2012 at 3:31 p.m.~~
- 1.3 Proposals must be received at the United City of Yorkville by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.4 Proposal forms shall be sent to the United City of Yorkville, ATTN: Bart Olson, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.5 All proposals must be submitted on the forms supplied by the City and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.6 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.
- 1.7 For purposes of this RFP, all references to the "City" shall mean the United City of Yorkville.

## 2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon. All requests for interpretations or clarifications shall be made in writing and received by the City of Yorkville by Tuesday, October 25 at 10:00am. -at least five (5) business days prior to the date set for receipt of proposals. ~~All changes or interpretations of the specifications shall be made by the City of Yorkville in a written addendum to our proposer's of record.~~
- 2.3 In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the City.
- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the City for all work involved in the respective items and that this cost also

includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

**3. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

- 3.1 A Proposal that is in the possession of the City may be altered by a letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone, email, or verbal alterations of a proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the City may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

**4. SECURITY FOR PERFORMANCE**

- 4.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the proposer's proposal by the City, shall furnish security for performance acceptable to the municipality when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the municipality and available from the municipality's attorney. **NOTE: As evidence of capability to provide such security for performance, each proposer shall submit with the proposal either a letter executed by its surety company indicating the proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the City indicating its willingness and intent to provide a letter of credit for the proposer.**

**5. DELIVERY**

- 5.1 All proposal prices are to be quoted, and delivered to the City of Yorkville, 800 Game Farm Road, Yorkville, IL 60560.

**6. TAX EXEMPTION**

- 6.1 The City is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Federal identifications will also be provided to selected vendor.

**7. RESERVED RIGHTS**

- 7.1 The municipality retains autonomy in decision making for this RFP, and reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of either municipality. Time and date requirements for receipt of proposal will not be waived.

## **II. TERMS AND CONDITIONS**

**8. MUNICIPAL ORDINANCES**

8.1 The successful proposer will strictly comply with all ordinances of the awarding municipality and laws of the State of Illinois.

**9. USE OF MUNICIPAL NAME**

9.1 The proposer is specifically denied the right of using in any form or medium the name of the City for public advertising unless express permission is granted by the respective municipality.

**10. INDEMNITY AND HOLD HARMLESS AGREEMENT**

10.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the City and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the City for its own negligence. The Proposer shall indemnify, keep and save harmless the City only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its Subcontractors.

**11. NONDISCRIMINATION**

11.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

11.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, sexual orientation, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

**12. SEXUAL HARASSMENT POLICY**

12.1 The proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 12.1.1 Notes the illegality of sexual harassment;
- 12.1.2 Sets forth the State law definition of sexual harassment;
- 12.1.3 Describes sexual harassment utilizing examples;
- 12.1.4 Describes the Proposer's internal complaint process including penalties;
- 12.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 12.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**13. EQUAL EMPLOYMENT OPPORTUNITY**

13.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Proposer agrees as follows:

- 13.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 13.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 13.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 13.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and

the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- 13.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 13.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 13.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

**14. DRUG FREE WORK PLACE**

- 14.1 Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 14.2 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the City's and proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 14.3 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the City's, or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 14.4 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 14.5 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later

than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.

- 14.6 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 14.7 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 14.8 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**15. PREVAILING WAGE ACT**

- 15.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract.
- 15.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the City or the Illinois Department of labor and must be preserved for four (4) years following completion of the contract.

**16. INSURANCE REQUIREMENTS –**

- 16.1 Prior to the beginning of the contract period, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below for each municipality or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the City.

(All amounts listed are per municipality)

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate

*(Applicable on a  
Per Project Basis)*

Commercial Automobile Liability	\$1,000,000	Each Accident
Umbrella Liability	\$ 5,000,000	

- 16.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents.
- 16.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 16.4 Workers Compensation coverage shall include a waiver of subrogation against the City.
- 16.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 16.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “City of Yorkville, their officers, officials, employees and volunteers” as “additional insureds” with respect to liability arising out of operations performed; claims for bodily injury or death brought against City by any Contractor or Subcontractor employees, or the employees of Subcontractor’s subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the City shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.
- 16.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the City may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the City, or terminate this Agreement pursuant to its terms.
- 16.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City. Renewal certificates shall be provided to the City not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable

to City and shall provide satisfactory evidence of compliance with all insurance requirements. The City shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The City shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

**17. COPYRIGHT/PATENT INFRINGEMENT**

17.1 The Proposer agrees to indemnify, defend, and hold harmless the City against any suit, claim, or proceeding brought against the City for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

**18. COMPLIANCE WITH OSHA STANDARDS**

18.1 Equipment supplied to the City must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

**19. CERCLA INDEMNIFICATION**

19.1 In the event this is a contract that has environment aspects, the Awarded Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the City, their officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Proposer, both before and after its disposal.

**20. SUBLETTING OF CONTRACT**

20.1 No contract awarded by the City shall be assigned or any part sub-contracted without the written consent of the City Administrator. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the contract.

**21. [Section purposefully left blank]**

**22. TERMINATION OF CONTRACT**

22.1 The City reserves the right to terminate the whole or any part of this contract, upon ten (10) days` written notice to the Awarded Proposer, in the event of default by the Awarded Proposer. Default is defined as failure of the Awarded Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded Proposer fails to cure the default upon notice, and the City declares default and termination, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated. The Awarded Proposer shall be liable for any excess costs for such similar supplies or services unless

acceptable evidence is submitted to the City that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Awarded Proposer. Any such excess costs incurred by the City may be set-off against any monies due and owing by the City, respectively, to the Awarded Proposer.

**23. BILLING & PAYMENT PROCEDURES**

- 23.1 Separate invoices shall be sent to the City, for the City's customers. Payment will be made by the City upon receipt of an invoice. Once an invoice has been verified, the invoice will be processed for payment in accordance with the municipality's payment schedule, policy and procedures.
- 23.2 The City shall review, in a timely manner, each bill or invoice after its receipt. If the City determines that the bill or invoice contains a defect making it unable to process the payment request, the City shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 23.3 Please send all invoices for the City to the attention of City of Yorkville, Accounts Payable, 800 Game Farm Road, Yorkville, IL 60560.

**24. RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY**

- 24.1 The relationship between the City and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

**25. STANDARD OF CARE**

- 25.1 Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.
- 25.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the City, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

**26. GOVERNING LAW**

- 26.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of Kendall and the Northern District of Illinois.

**27. SUCCESSORS AND ASSIGNS**

- 27.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will

assign this Agreement in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Proposers.

**28. WAIVER OF CONTRACT BREACH**

28.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

**29. AMENDMENT**

29.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

**30. CHANGE ORDERS**

30.1 The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties. The appropriate authorizing signature for the City is the City Administrator.

**31. SEVERABILITY OF INVALID PROVISIONS**

31.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

**32. NOTICE**

32.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the City as follows:

**To City:  
City Administrator  
City of Yorkville  
800 Game Farm Road.  
Yorkville, IL 60560**

And to the Proposer as designated in the Contract Form.

### **III. DETAILED SPECIFICATIONS**

**33. DEFINITIONS**

33.1 For the purpose of the Contract, definitions of certain terms are listed below. Certain

words or phrases, when used in the Contract shall have the same meaning given to them in this section. Other terms shall be defined within applicable subsections and appendices.

**Attached Single-Family Dwelling** (Group, Row, Townhouse) A building originally designed and constructed to accommodate two (2) or more dwelling units, with dwelling units joined together by party wall or walls and being not more than two (2) stories in height. Each unit shall have its own ground floor entrance and living space.

**Biodegradable** shall mean chemically structured material that decomposes rapidly primarily through the action of living soil-borne microorganisms (bacteria, fungi, and actinomycetes) or macro-organisms (crickets, slugs, snowbugs, millipedes, etc.).

**Brown Kraft 2-Ply Paper Bags** shall mean a two-layer brown product container comprised of kraft paper most often used to contain groceries.

**Chipboard** shall mean a single-layer cardboard used for packaging cereal, crackers, tissues, and other similar products.

**Compost(ing)** shall [mean a biological process by which microorganisms decompose the organic fraction of waste, producing a humus-like material that may be used as a soil conditioner](#) ~~mean the process by which aerobic microorganisms decompose organic matter into a humus-like product.~~

**Contract** shall mean the agreement created by and consisting of the Contract Documents.

**Contract Documents** shall include the Request for Proposals, Terms and Conditions, Detail Specifications and the Proposal /Contract Form.

**Contractor** shall mean the firm with which the City has executed the Contract for Solid Waste Collection and Disposal Services

**Corrugated Cardboard** shall mean a sturdy paper product commonly used as a packaging consisting of two paper grades – a wavy inner portion and an outside liner.

**Curbside** shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

**Customer** shall mean the resident party, property owner of a dwelling unit in Yorkville's corporate boundary participating in the scavenger collection service.

**Day** shall mean Calendar Day unless otherwise stated.

**Detached Dwelling** shall mean a single-family dwelling entirely surrounded by open space.

**Disposal Unit** shall have different meanings as follows: For the purposes of **refuse** collection, a "disposal unit" shall mean one (1) 64-gallon, 33-gallon, or 96-gallon tote or one (1) water-tight metal, or plastic reusable waste container, no larger than thirty-two

(32) or thirty-three (33) gallons in capacity, containing refuse, yard-waste, [organics](#) or household construction and demolition debris as herein defined; or a securely tied, bundle of refuse or debris which is not placed in a container that does not exceed three (3) feet in diameter, six (6) feet in length, and fifty (50) pounds in weight, or one (1) single miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty (50) pounds in weight. A large household item, as herein defined, is to be considered a disposal unit. Household construction and demolition debris, as is herein defined, is to be considered a disposal unit. For the purpose of **yard-waste** collection, a “disposal unit” shall mean a biodegradable two-ply fifty (50) pound wet-strength kraft paper bag designed for yard-waste collection, not to exceed thirty-three (33) gallons in capacity and fifty (50) pounds in weight, containing “yard-waste” as herein defined, or securely tied, bundles of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length and is manageable by one (1) person. For purpose of recycling collection, a “disposal unit” shall mean one (1) 64 gallon, 33 gallon, or 96 gallon tote.

**Envelope** shall mean a flat, folded paper container for a letter or smaller object.

**E-Recycling** shall mean the use, collection, and remanufacture of electronic materials as feedstock for the production of new materials or products.

**Electronic Waste** shall mean electronic items banned from Illinois landfills by State Law. These items include, but are not limited to, [Televisions, Monitors, Printers, Computers \(laptop, notebook, netbook, tablet, desktop\), Electronic Keyboards, Facsimile Machines, Videocassette Recorders, Portable Digital Music Players, Digital Video Disc, Players, Video Game Consoles, Small Scale Servers, Scanners, Electronic Mice, Digital Converter Boxes, Cable Receivers, Satellite Receivers, Digital Video Disc Recorders, Cell Phones, Portable Digital Assistant \(PDA\), Computer Cable, Zip Drive.](#)

**Frozen Food Packages** shall mean paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen.

**Garbage or Rubbish** shall mean discarded materials resulting from the handling, cooking, spoilage, and leftovers of food, discarded food or food residues, and paper necessarily used for wrapping same, and all types and kinds of waste materials from housekeeping activities, including, but not limited to ashes, metal cans bottles, books, glass, plastic, newspapers, boxes, cartons, and small amounts of earth, rock or sod, small automobile parts and building materials waste from residential type do-it-yourself projects provided that all such materials are of a size sufficiently small to permit being placed in an approved refuse container, except those items which are banned from direct disposal into a landfill.

**HDPE** shall mean high-density polyethylene.

**Household Construction and Demolition Debris** shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including but not limited to: drywall, plywood and paneling pieces, lumber and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks and similar

materials. Such debris shall conform to the following: loose small items shall be placed in suitable disposable containers not exceeding fifty (50) pounds in weight, or in bundles not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight.

**Household Garbage** shall mean garbage and rubbish as collected from the residents of the City of Yorkville, currently receiving curbside scavenger service or on-site dumpster service.

**Household Garbage – Large Items** shall mean any items set forth under “Garbage and Rubbish” above if such item is too large to fit in an approved Disposal Unit including, but not limited to boxes, barrels, crates, furniture, refrigerators, carpets, mattresses, box springs, hot water heaters, stoves and other household appliances, except those items which are banned from direct disposal into a landfill. Large Items shall not include waste from manufacturing processes, construction materials, broken concrete, lumber, large rocks, automobile parts other than tires or dangerous substances which may create a danger to the health, safety, comfort or welfare of the residents of the City of Yorkville or items which are banned from direct disposal into a landfill.

**Industrial Wastes** shall mean any and all debris and waste products generated by canning, manufacturing, food processing, restaurant, land clearing, building construction or alteration and public works type construction projects whether performed by a governmental unit or by Contract.

**Juice Boxes** shall mean aseptic cartons consisting of a high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

**Junk Mail** shall mean brochures, advertisements, flyers, post cards, greeting cards, window envelopes, and other similar correspondence.

**Landscape Waste** (also referred to as Yard-waste) shall mean hard landscape waste and soft landscape waste.

**Large Household Item** (also known as “Bulk Item”), shall mean any discarded and unwanted large household appliance such as freezers, stoves, trash compactors, washers, dryers, dishwasher, humidifiers, dehumidifiers, microwaves, water softeners, televisions, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas and similar furniture. All “white goods” including those containing CFC’s (chlorofluorocarbons), shall fit into this definition. White goods containing switches containing mercury, and PCB’s (polychlorinated biphenyls) shall not fit into this definition.

**LDPE** shall mean low density polyethylene.

**Magazines** shall mean periodical publications, usually glue bound.

**Mixed Papers** shall mean stationary, various office papers such as; computer paper, xerox paper, note paper, letterhead, and other similar papers.

**Multiple-Family Dwelling** shall mean a dwelling containing three (3) or more dwelling

units, with one or both of the following: (a) More than one (1) dwelling unit connecting to a common corridor or entrance-way; or, (b) Dwelling unit vertically connected to neighboring dwelling units through shared floors and ceilings.

**PET** shall mean polyethylene terephthalate.

**Performance Bond** shall mean the form of security approved by the City and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.

**Processing Center** shall mean a location to be maintained or utilized by the Contractor for the purpose of sorting, preparing, and marketing of recyclable materials.

**Properly-Prepared** shall mean materials prepared according to the disposal program restrictions for refuse, yard-waste, and recycling.

**Processing Costs** shall mean all reasonable costs incurred by the Contractor with respect to the collection of recyclables from residents currently receiving curbside scavenger services.

**Public Awareness Program** shall mean a program developed and provided by the Contractor and the City to inform and encourage residents to use the recycling collection services and other waste collection and disposal services of the City.

**Recyclables** or Recyclable Material(s) shall mean, at a minimum, those materials listed on Appendix 2.

**Recycling** shall mean the use, collection, and remanufacture of secondary materials as feedstock for the production of new materials or products.

**Recycling Containers (bins)** shall mean a 64 gallon tote, or a 33-gallon or 94-gallon tote if so acquired by the customer in the manner prescribed in the recycling collection program

**Refuse** shall mean all discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as “garbage”; and all combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances (all kinds), textiles and leathers, toys and recreational equipment and similar items. For the purposes of this Agreement, the terms “garbage”, “refuse”, “rubbish”, and “waste” shall be synonymous unless otherwise more specifically defined (for example: “yard-waste”).

**Refuse Sticker** shall mean a biodegradable paper stamped with the City name and the Contractor’s name and telephone number providing the solid waste services for the City. The sticker shall represent proof of payment for collection and disposal services to be

rendered by the Contractor.

**Residence** shall mean all attached single family and detached single family dwelling.

**Single-Family Dwelling** shall mean a detached dwelling containing accommodations for and occupied by one (1) family only.

**Specifications** shall mean specifications identified in the Contract.

**Tote** (also referred to as a Toter) A plastic wheeled container in size of 64 gallon, 33 gallon, or 96 gallon with tight-fitting cover, requiring semi-automatic lifting mechanism for collection.

**Waste** shall mean refuse, recyclables, yard or landscape waste and white goods.

**Wet-strength Carrier Stock** shall mean rectangular-shaped paperboard containers with special coatings to prevent tearing of the containers or smearing of the ink from moisture when refrigerated.

**White Goods** shall mean refrigerators, ranges or stoves (electric or gas), freezers, room air conditioners, water heaters and other similar domestic large appliances.

**Yard-waste container/unit** shall mean a container or unit and may be a kraft paper bag not exceeding thirty (34) gallons of capacity weighing up to fifty (50) pounds. The kraft paper bag shall be of the type specifically intended for landscape waste, being specifically biodegradable and not chemically treated; or a waste container (excluding plastic bags) not exceeding thirty-four (34) gallons of capacity weighing up to fifty (50) pounds; or bundles of hard landscape waste not exceeding two (2) feet in diameter and four (4) feet in length weighing up to fifty (50) pounds. Said bundle to be securely tied with biodegradable natural fiber twine. Securing with plastic or wire is prohibited.

**Yard-waste** (also known as “landscape waste”) shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants and flowers, weeds, tree droppings (for example: pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Sod, dirt, Christmas trees, and greenery from wreaths and garlands shall not be considered yard-waste and shall be disposed of as refuse, unless the composting facility will accept it.

### **34. DESCRIPTION OF THE BASE SOLID WASTE PROGRAM**

- 34.1 Refuse, yard-waste, and curbside recycling services are provided to residences located within the City on a once-per-week basis.
- 34.2 A modified volume based program, based on a monthly fee for pickup of all refuse, consisting of one 33-gallon, 64-gallon tote, or 96-gallon tote, and a \$1 charge for each refuse disposal unit beyond the tote, unlimited yard waste and unlimited recycling. As part of program, the contractor shall supply the customer with a tote of a size of the customer’s choosing for a cost outlined in Appendix 1.

34.3 Bulk items as herein defined, are considered subject to collection by the CONTRACTOR, according to the terms and definitions of this contract. Residents with additional material or home improvement projects may contract separately with the CONTRACTOR. The CONTRACTOR will make available 6, 10, 15, 20, and 30 cubic yard containers for this purpose. -Bulk item collection shall be for the collection of one (1) large household item per week from residential units at no additional cost to the resident.

34.5 Yard-waste collection shall begin each year on the 1<sup>st</sup> collection day in April and end the last collection day in November.

### **35. SCOPE OF WORK**

35.1 The Contractor shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste. The Contractor shall also make necessary arrangements with processors required to perform and complete the collection and marketing of recyclables.

35.2 The collection of refuse, yard waste, and recyclable materials shall be a joint program awarded to one firm and cannot be quoted or operated as separate programs.

### **36. COLLECTION UNITS**

36.1 The base unit of service shall be known as a "Collection Unit or Stop". The Contractor shall collect, remove and dispose from every residential building unit, as defined herein, in the City of Yorkville, all refuse, yard-waste and curbside recyclables that may be set out for collection one (1) time each week.

### **37. GARBAGE AND REFUSE COLLECTION; PREPARATION AND PLACEMENT OF DISPOSAL UNITS**

37.1 Toter or can production:

The CONTRACTOR agrees to provide, at its own expense, one 33-gallon, 64 gallon, or 96-gallon totes to each single-family residence in the City for the purposes of garbage collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.

37.2 All GARBAGE and REFUSE as herein defined that is designated for collection and disposal hereunder must be placed in one of the following containers:

- 1) the provided totes
- 2) a water-tight metal or plastic reusable waste container no larger than thirty-three (33) gallons in capacity and no smaller than fifteen (15) gallons in capacity
- 3) a heavy duty bag no more than 33-gallons in capacity and less than 50 pounds in weight, which is securely fastened

37.3 Cans, containers, and/or heavy duty bags must be placed at the curb or roadway or in the alley (if designed by the CONTRACTOR).

- 37.4 All residences receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper "disposal units". The CONTRACTOR will be required to collect only properly prepared disposal units.
- 37.5 Residents will be allowed to place unlimited amounts of disposal units at the curb for collection and disposal provided that a disposal sticker has been attached to each unit above and beyond the disposal units covered in the monthly fee.
- 37.6 Properly prepared refuse shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or snow plowing operations. The CONTRACTOR shall return all containers at each pick-up location to the curbside or adjacent to the right-of-way of paved or traveled City roadways. Containers will be placed, not thrown, and securely placed in such a manner that they are not left lying on their sides or in a manner that would allow roadway interference of vehicle and/or pedestrian traffic. Any contents spilled by CONTRACTOR on the parkways, premises, or streets are to be cleaned up in a workmanlike manner.
- 38. ACCEPTABLE/UNACCEPTABLE MATERIAL**
- 38.1 UNACCEPTABLE MATERIAL: Residents shall not set out for disposal and the CONTRACTOR shall refuse to accept for regular collection: hazardous waste materials, radioactive materials, poisons, liquid waste, paint or similar products, acids, used motor oils, or any other material that the CONTRACTOR is legally unable to accept.
- 38.2 ACCEPTABLE MATERIAL: All refuse normally produced by residential properties shall be accepted for regular collection including but not necessarily limited to: bulk items, household fixtures, appliances, furniture and yard-waste.
- 39. EXAMINATION OF SERVICE AREA**
- 39.1 It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the collection services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factor which would effect the execution and/or completion of the work covered by the contract.
- 40. ALTERNATIVES AND DEVIATIONS**
- 40.1 The specifications included in this package describe existing services which the City believes are necessary to meet performance requirements and shall be considered the minimum standards expected of the Contractor.
- 40.2 Other alternatives from the specifications in Section III may be indicated if the proposed alternatives are equal to or greater than what is required by these specifications. All alternatives shall be separately listed, and a justification for each shall be stated. The Contractor shall use Appendix 3, Schedule of Alternatives and Deviations, for listing other alternatives.
- 40.3 If the Contractor is unable to meet any of the specifications as outlined herein, it shall also separately list all requested deviations from the specifications, with justifications

attached for each deviation. The Contractor shall use Appendix 3, Schedule of Alternatives and Deviations, for listing proposed deviations.

- 40.4 If the Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume it is able to fully comply with these specifications. The City, individually, shall be the sole and final judge of compliance with all specifications.
- 40.5 The City, individually, further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations. The City, individually, shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

**41 CHRISTMAS TREE COLLECTION**

- 41.1 The CONTRACTOR will provide curbside collection service of live Christmas trees two (2) weeks during the 1st and 2nd full week in January each contract year. It will be the responsibility of the CONTRACTOR to either recycle or correctly dispose of live Christmas trees. There will be no cost to the City for this service. The CONTRACTOR and the City will work together to educate the public with respect to the condition of the trees before they will be collected. Christmas trees will be accepted provided they are free of all ornamentation, including tinsel, garland and lights. If disposable tree bags are used, a refuse sticker must be affixed to the plastic bag. Christmas trees placed at the curb during the two-week special collection period shall be recycled. Recycling shall consist of taking the Christmas trees to a compost site to be chipped, mulched or composted. The CONTRACTOR shall provide the name and location of the compost site in accordance with Appendix 5.

**42. YARD-WASTE/BUNDLED BRUSH COLLECTION**

- 42.1 Yard-waste collection programs
  - As a part of yard-waste collection, all eligible households located within the City's corporate boundaries shall be provided weekly yard-waste and bundled brush collection in an unlimited amount. All yard waste materials must be placed in "Kraft" paper bags designed and sold specifically for the collection and disposal of yard waste. All bundled brush must not exceed four (4) foot length, with each individual bundle not to exceed excess weight of fifty (50) pounds. Resident customers placing bundled brush out for collection will be required to bundle brush with biodegradable natural fiber twine (plastic or wire is prohibited). Bundled brush will be collected on regular refuse service days during the yearly period of time established, (April 1st through the last collection day in November).

**43. RECYCLABLE MATERIAL PROGRAM**

- 43.1 The CONTRACTOR agrees to provide, at its own expense, one 33-gallon, 64-gallon, or 96-gallon tote to each single-family residence in the City for the purposes of recycling collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.
- 43.2 The City's recyclable material program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor

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shall, however, provide for the collection and disposal of all recyclable material placed for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of recyclable material at no additional cost to customers receiving residential scavenger service as covered under this contract. The cost of recycling collection and disposal services has been built into the rates and charges otherwise provided for in the Contract for collection of refuse and yard-waste.

- 43.3 All revenue collected from the sale of recyclable material shall be the property of the Contractor.
- 43.4 The Contractor shall have representatives available to participate in community-sponsored events promoting environmental awareness.
- 43.5 The method in which the recyclables are to be generally sorted for collection by the household shall be commingled within the recycling container(s).
- 43.6 The Contractor shall specify the manner in which the recyclables are to be collected and sorted by the Contractor at the curbside; i.e. curb-sort, sorting at an intermediate processing facility, and the like. The Contractor will be responsible for cleaning up any material that has spilled as a result of the collection process.
- 43.7 The Contractor shall allow for a tagging system for recyclables not collected and must provide a simple explanation as to why the recyclable material(s) were not picked up, including, but not limited to, the following: contaminants, improper preparation; materials not accepted in program: refuse and/or yard-waste mixed with recyclables; or some combination thereof. The Contractor shall submit an example of the tagging system to be used. Recyclable materials that were rejected shall be returned to the container and not left on the street or parkway areas.
- 43.8 The Contractor shall purchase and maintain a reasonable supply of recycling totes, for residential scavenger service to cover replacement for lost, damaged and stolen containers, and for customers desiring additional recycling capacity. The City, individually, reserves the right to approve the type of containers purchased by the Contractor.
- 43.9 The Contractor shall pick up all recyclable material placed in the recycling totes, the recycling containers supplied by the Contractor, or any other recycling containers used by the customer. If, for operational purposes, the Contractor has difficulty identifying recycling containers used for recycling purposes, the Contractor shall provide free of charge, a recycling sticker or other identification mechanism to be placed on the various recycling containers used for collection of recyclable material.
- 43.10 The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for recyclable materials as set forth in Appendix ~~6-5~~ [6-5](#). In the event that an alternative site is preferred by the City, the Contractor shall use the alternative site location provided that any changes in the costs for collection and

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processing created by the use of such site will be negotiated between the City and the Contractor prior to its use.

- 43.11 The City, reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential recycling program. The City, also reserves the right to phase in at a later date, any material(s) which the Contractor has indicated an ability to collect but which the City has determined not to add to the collection program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract. The basis for determining cost of adding materials at a later date will be based on evidence supplied by the Contractor specifically justifying additional cost due to collection, administration, profit, and processing (minus revenue) only.

**43.44. ELECTRONIC WASTE MANAGEMENT**

- 44.1 The CONTRACTOR shall allow for the collection of Electronic Waste as defined herein. Residents must contact the CONTRACTOR to schedule a date and time for collection. There shall be no cost associated with this service. All Electronic Waste shall be placed at the curb. Items that require more than one person to collect may require an additional fee as determined by the CONTRACTOR.

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**45. CURBSIDE COMPOSTING PROGRAM**

- 45.1 The CONTRACTOR agrees to provide, at its own expense, one 33-gallon or one 64-gallon tote to each single-family or detached residence in the City that opt-in to the optional organics collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.

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- 45.2 The City's curbside composting program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor shall, however, provide for the collection and disposal of all organic material placed for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of organic material at an additional monthly cost to customers receiving residential scavenger service as covered under this contract.

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- 45.3 The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for organic materials as set forth in Appendix 5. In the event that an alternative site is preferred by the City, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the City and the Contractor prior to its use.

- 45.4 Yard waste may also be co-mingled in with the organic compost material.

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- 45.5 The City, reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential composting program. The City, also reserves the right to phase in at a later date, any organic material(s) which the Contractor has

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[indicated an ability to collect but which the City has determined not to add to the collection program, or to phase in any material\(s\) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract.](#)

**46. AMNESTY DAY**

- 46.1 The CONTRACTOR shall provide for a spring and fall curbside collection of additional refuse, yard-waste and bulk items as defined herein, on a date(s) that is mutually agreed upon between the CONTRACTOR and the CITY. In addition, the CONTRACTOR will collect WHITE GOODS and up to 4 automobile tires during the scheduled Amnesty Day. All rims must be removed from the tires prior to collection. There shall be no additional charge to the residents for the clean up and additional BULK ITEMS and WHITE GOODS that will be accepted during the designated clean-up week and stickers will not be required.

**47 COLLECTION FROM MUNICIPAL FACILITIES**

- 47.1 At no additional cost, the Contractor shall collect, transport, and dispose of all refuse, yard-waste and recyclables from all municipal-owned facilities as set forth in Exhibit B. The Contractor shall furnish, at no additional cost to the City, at each municipal building served, containers for refuse, yard-waste and recyclables as requested by the municipality's Designated Representative, with the size to be agreed upon. The City reserves the right to request such containers, in addition to, or increase the size of normal containers, on a permanent or temporary basis. If requested by the City, any and all containers furnished by the Contractor shall be equipped with non-removable hinged covers or lids. Collection and disposal services by the Contractor will be as often as necessary each week, as set forth in Exhibit B.

**48 STICKER DESIGN AND DISTRIBUTION**

- 48.1 The CITY, individually, have the sole authority to approve or disapprove the design and construction of the CONTRACTOR's stickers. Stickers must be of an approved color, which should be clearly visible at dawn or at dusk by drivers, and which said color should be changed periodically to prevent counterfeiting. The paper used shall be biodegradable and shall contain glue backing that will adhere in sub-zero temperatures as well as in extreme heat. The stickers shall contain the CONTRACTOR's name and telephone number, state the name of the municipality and be consecutively numbered for record keeping and balancing purposes. The CONTRACTOR will deliver stickers to retail outlets and the CITY upon request.
- 48.2 The CONTRACTOR shall be responsible for the printing, distribution, and sale of an ample and always available supply of waste stickers. The CONTRACTOR shall arrange for local retail outlets to aid in the sale of the stickers. The CITY also may act as a disposal sticker retailer for the CONTRACTOR.

**49. [Section purposefully omitted]**

**50. BILLING PROCEDURES**

- 50.1 The CONTRACTOR shall bill the City individually for all serviced UNITS within the

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respective municipality. The City shall provide the contractor with the number of occupied UNITS within the municipality on a monthly basis.

**51. MONTHLY REPORTING**

51.1 The Contractor shall prepare and submit to the City a monthly refuse, yard-waste, ~~and~~ recycling material, electronic material and organic materials report, due by the 25<sup>th</sup> of the following month. The report shall include the following information for all residential scavenger service in each municipality covered under this contract:

51.2 Refuse - Total weight in tons and total volume in compacted cubic yards of refuse land-filled each month; Number of white goods collected each month; Tipping fee charge per ton at the landfill site; Name and location of the landfill facility and/or transfer station used by the Contractor; and, Copy of all complaints filed by the City customers during the month.

51.3 Yard-waste - Total volume, in compacted cubic yards, of yard-waste collected; Tipping fee charge per compacted cubic yard at the compost facility; Name and location of the compost facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.

51.4 Recyclable Material - Weekly set-out rate; Monthly participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service); Total weight, in pounds, of recyclable materials collected; Revenue received by the Contractor for the sale of recyclables; Tipping fee savings (total weight of recyclable materials collected in tons multiplied by the tipping fee charge per ton at the landfill site); Name and location of processing facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.

51.5 Electronic Waste – Total weight in pounds and total volume of materials collected. Number of goods collected every month. Name and location of processing facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.

51.6 Organics Material – Weekly set-out rate in months April-November and bi-weekly set out rate in months December-March; monthly participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service); Total weight, in pounds, of organic materials collected; Name and location of the compost facility used by the Contractor; and Copy, of all complaints filed by the City customers during the month.

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**52. CONSUMER EDUCATION**

52.1 Upon request, the Contractor agrees to provide City residents with such educational materials as the City, individually, deems necessary. Educational materials may include notices to be left at resident's property as well as literature describing in detail the refuse, recycling and yard-waste collection program. There shall be no cost to the City or its residents for the printing and distribution of any consumer education materials.

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**53. TITLE TO WASTES**

53.1 All refuse, yard-waste, and curbside recyclables collected shall belong to the Contractor as soon as the same is placed in the Contractor's vehicle.

**53. DISPOSAL**

53.1 All refuse and yard-waste collected shall be removed from the City by the Contractor as soon as it has been collected; but in any event, not later than noon of the date following collection, and shall not be disposed of in violation of any state, federal or county laws or regulations.

**54. RATES AND SPECIAL RATES**

54.1 For any services required to be performed under this Contract, the charge shall not exceed the rates as fixed by the Contract and set forth in Appendix 1 attached hereto and made a part hereof. For items not otherwise provided for by the Contract document, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the Contractor and the resident customer for collection and disposal into a landfill or processing facility.

**55. SPECIAL & EMERGENCY COLLECTIONS**

55.1 The Contractor shall offer special curbside collection service for large quantities of refuse including, but not limited to, construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be an advance arrangement with the Contractor at the resident customer request. The collection cost for such services shall be based upon cubic yards and the resident customer shall make payment directly to the Contractor. The Contractor agrees to provide free dumpsters (sizes 1 yard through 30 yard as requested by the City) for refuse and recycling collection during the City's annual Hometown Days, 4<sup>th</sup> of July Parade and celebration in the park, and other City managed special events.. The City and the Contractor may mutually agree to emergency pick-up services for disasters including, but not limited to, flood, wind and snow. [For items not otherwise provided for by this AGREEMENT, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the CONTRACTOR and the resident customer for collection and disposal into a landfill or processing facility.](#)

**56. SCHEDULE AND TIME OF COLLECTIONS**

56.1 The City shall be divided into collection areas and a regular weekday collection shall be assigned to each area. A map of the City, designating collection areas shall be made a part of this contract and attached hereto as Exhibit A. [For the subscriber-based \(opt-in\) organic materials collection, collection will occur on the regular weekday collection day in the months April-November and every other regular weekday collection day in the months December-March.](#)

56.2 The schedule shall not be changed without first obtaining consent from the City Administrator, and not without giving a minimum of thirty (30) days written notice to all parties affected by the change. The City may, at its discretion, waive the minimum time

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limits required. This waiver must be in writing and signed by the City designee. The Contractor will be required to publish an advertisement twice per week in two separate weekly issues of the local newspapers, no earlier than 60 days prior to the change, with the last advertisement to be no later than fifteen (15) days prior to the schedule change. Failure of the Contractor to maintain said collection schedule shall be considered a breach and default of the contract and grounds for immediate termination of the contract.

56.3 In no case shall collection commence prior to 6:00 a.m. or continue past 7:00 p.m. on any day during the term of the contract. The collection schedule shall not include Saturday or Sunday as a regular collection day for any area in the City.

**57. HOLIDAYS**

57.1 Collection normally falling on the following holidays may be rescheduled for the first working day following the legal holiday, or on Saturday, as necessary, for that week only:

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

57.2 The Contractor agrees to inform the City and its residents of changes in normal collections due to holidays by notification through at least two local media outlets or establish a permanent holiday schedule or plan to be printed within the refuse literature.

**58. SCHEDULE ADHERANCE**

58.1 If, at any time during the term of this contract, the Contractor shall collect any section of the City on a day other than the scheduled day, the Contractor shall immediately notify the respective municipality that he is in violation of the contract. If a similar violation should occur more than once within the three week period following the week of the original violation, the City will notify the Contractor by certified mail and withhold any further payment that may be due under the contract until the Contractor has furnished evidence satisfactory to the City that the Contractor has taken necessary actions and precautions to prevent further violations. The City may determine that this second or subsequent collection violation as a breach of contract, and therefore the City reserves the right to terminate the contract. Delays that are occasioned by holidays, or by daily (any 24-hour period) precipitation of four (4) inches or more of rain, or eight (8) inches or more of snow, may not be considered as violations. The City Administrator shall be the judge of whether delays constitute a violation, or not.

**59. PLACE OF PICK-UP**

59.1 The Contractor is responsible for the public streets, or properly wavered private street curbside pick-up of all residential locations as well as designated locations as requested by the City.

**60. REPLACEMENT DAMAGE**

60.1 The Contractor is responsible for damages resulting from its careless handling of any receptacle. The Contractor at no extra charge to the user shall replace all containers,

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which suffer damage caused by the Contractor. If the original container was supplied by the CONTRACTOR, the containers so supplied shall remain the property of the CONTRACTOR. If the original container was supplied by the resident, then the replacement container shall be the property of the resident.

**61. COLLECTION VEHICLES**

61.1 All vehicles used for collection purposes, except those exempted by other provisions of these specifications, shall have fully enclosed bodies with self-contained mechanisms to load and compress the material collected. These vehicles must be modern, neat, rear, front, or side-loading packer-type motor trucks, have entry for refuse into the vehicle's collecting body. All vehicles shall be kept watertight to prevent leaking, shall be kept closed except during collections along collection route. All equipment used by the Contractor shall be painted with no rust showing on the cab, chassis or body. Vehicles must be kept in clean, sanitary and quiet operating condition. Vehicles must at all times be supplied with brooms and necessary items to provide for immediate clean up of any litter or mess, which may result from leaking, spilling or blowing during collection procedures. Vehicles shall be clearly labeled with the firm's name, address, and telephone number and have a vehicle identification number printed clearly on each and every vehicle. However, if the Contractor desires to use a vehicle of larger capacity, specific written approval of the specific vehicle shall be required from the City's Designated Representative, after an actual demonstration of the vehicle on the streets of the respective municipality. Overweight vehicles are the responsibility of the Contractor. Contractor is required to comply with weight requirements and safety requirements as established by Illinois Law or City Ordinances for vehicles, vehicle operators and specialty equipment.

**62. EMPLOYEES**

62.1 The Contractor shall undertake to perform all disposal services rendered in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; and to provide neat, orderly and courteous personnel on its crews. The Contractor shall agree to prohibit any drinking of alcoholic beverages or use of illegal drugs or drugs which impair the ability of the employee or agent to safely and adequately perform his or her (drivers and crew members) job while on duty or in the course of performing their duties under this contract. The Contractor shall also agree to ensure that each employee driving a vehicle shall at all times carry a valid operator's license for the type vehicle he/she is driving. The Contractor's employees will be attired, at all times, in a professional-type manner. These specifics will be agreed upon between representatives from the Contractor and the City Designated Representative.

**63. ACCIDENT PREVENTION**

63.1 Precaution shall be exercised at all times for the citizens, employees and property. The safety provisions of all applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent

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that such provisions are not in contravention of applicable law.

**64. COMPLAINT PROCEDURE**

- 64.1 All complaints received by the Contractor shall be given prompt and courteous attention. The City, individually and the Contractor will agree upon a formalized complaint form to be filled out by the Contractor each and every time a customer contacts the Contractor with a complaint. It will be the Contractor's responsibility to have the complaint forms, on NCR (no carbon required) paper, printed and available for use by the Contractor prior to the commencement of this Contract. The Contractor will supply the City with sufficient NCR forms for logging of complaints by City staff. Any complaint received by the City shall be immediately communicated to the contractor. The Contractor is required to supply the City with copies of all complaint forms within five (5) business days of a complaint being made, indicating thereon the resolution thereof.
- 64.2 The Contractor shall provide the City with name, phone number, and email address for an individual to serve as point person for purposes of City staff contact with the Contractor.

**65. COMPLAINTS**

- 65.1 Where any dispute arises between a resident/customer and the Contractor, as to the manner or placing of containers for collection or preparation of recyclable materials, or the nature of the Contract or the like, the Contractor agrees that in the specific instance collection will be immediately made even though in its opinion, the customer is in error; and that it will immediately report the same to the City's Designated Representative so that the City and the Contractor may resolve the dispute, if possible, before additional collection becomes necessary. The intent of this paragraph is to avoid disputes/disagreements between the customers and the Contractor's employees, and to permit disputes/disagreements to be handled by mutual discussion between the Contractor and the City. If a missed pick up is reported by the City or a customer to the Contractor, the Contractor shall collect the refuse, recyclable material or yard-waste from such customer within on (1) business day of notification. All complaints other than missed pickups shall be resolved to the satisfaction of the City within two (2) business days. As noted above, the Contractor shall supply to the City a NCR copy of the complaint form for each and every complaint and on which the nature of the complaint and the disposition is clearly noted. The Contractor shall cooperate with the City in minimizing complaints from customers. Continued unreasonable complaint levels, as determined by the City, or failure of the Contractor to carry out any of its contractual obligations such as, but not limited to, rude treatment, messy pickups, damage to persons or property and early start-up may be due cause for the City to terminate this Contract after notice and an opportunity to be heard.

**66. CUSTOMER VIOLATIONS OF MUNICIPAL CODE**

- 66.1 The Contractor shall have the right to notify any customer of noncompliance with the applicable Yorkville code provisions concerning the handling or disposal of solid waste as those same may apply to such customers. The Contractor shall report any continuance of any such noncompliance to the respective City.

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**67. NEW CUSTOMERS**

67.1 The Contractor agrees to provide service immediately to all new customers, even if the new customer neglected to first notify or request collection services. The City agrees to make every effort possible to alert the new customer to the collection procedure for refuse, recycling and yard-waste.

**68. EXCLUSIVE GRANT/INTENT**

68.1 The City agrees that in consideration of the faithful performance of the obligations herein undertaken by the Contractor, the City does, by execution of this Contract pursuant to City Code, give and grant to the respective Contractor, for the term of this Contract only, the sole and exclusive Class A License to collect and dispose of all residential solid wastes. The Contract shall include all residences (attached single-family and detached single-family as defined herein) and municipal facilities as required within the corporate boundaries of the City of Yorkville. This grant expressly includes the right and duty to service any land annexed to the City where new residences or municipal buildings have been constructed during the term of this Contract. Service will be provided on the same terms as set forth herein. The City shall communicate any changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc., to the Contractor. It is the intent of this Contract to obtain, throughout its term, clean, courteous, well scheduled, and well-executed collection and disposal or processing of refuse, recycling and yard-waste from properties in the City of Yorkville. While the City recognizes that any collection service involves minor customer operating problems, the intent of this Contract is to ensure that any such operating problems are minimized to the extent possible and corrected as soon as possible.

**69. QUALIFICATIONS/REFERENCES**

69.1 The Contractor shall provide at least five (5) references of “like” public agencies with current contacts in accordance with Appendix 4 and shall indicate if appropriate, which municipality has implemented a volume-based program. Contractor shall complete the attached Appendix 6 listing its qualifications.

**70. PROPOSAL SECURITY**

70.1 Each proposal shall be accompanied by proposal security, which shall be in the form of a certified check or a bank cashier's check in the amount of five thousand dollars (\$5,000), made payable to the City of Yorkville. Proposals submitted without the required security shall be rejected. After formal written notification by the City that a contract award decision has been made, the proposal security of the successful Contractor shall be forfeited to the City in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter into a contract and required bond, and the Contractor shall be liable for any damages the City may thereby suffer.

70.2 Proposal securities shall be released as follows: (1) The successful Contractor's security shall be retained until the required performance bond (\$500,000.00) has been furnished; (2) Proposal securities of the proposing Contractors shall be held until the successful Contractor's performance bond has been furnished, at which time the checks will be

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promptly returned to the unsuccessful Contractors

**71. TERM OF CONTRACT**

71.1 The term of the Contract will be ~~four (4) years and nine (9) months~~Five (5) years, and shall commence at 12:01 a.m. on ~~August May 1, 2012~~2017 and shall remain in full force and effect through termination at 11:59 p.m. on ~~April 30, 2017~~2022. Upon request, the City may exercise an option to extend the contract term for an additional ~~two-one (21)~~ year period ending at 11:59 p.m. on ~~April 30, 2019~~2023. The Contractor may negotiate in good faith, on request of the City, for an extension to the contract, provided that the contract extension is approved by the City Council no later than one hundred twenty (120) days before the termination of the existing contract.

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**72. STICKER REFUND**

72.1 At the end of the Contract term, should the City select a different scavenger service, the Contractor agrees to refund to all customers, retailers and the City, the full purchase price of all refuse/yard-waste stickers returned to the Contractor within one hundred twenty (120) days after the end of such term.

**73. PERFORMANCE BOND**

73.1 The Contractor shall provide a performance bond issued by a surety in an amount of \$500,000 to the City.

**74. EMERGENCIES**

74.1 The Contractor agrees that should any emergency arise by reason of storm, tornadoes, or other act of God which require additional hauling equipment by the City, the Contractor’s equipment shall be placed at the disposal of the City upon request for such temporary use, provided that upon such use the City shall pay the operating cost of such equipment and labor as it is used. The City reserves the right to direct which disposal sites are to be used during an emergency.

**75. LOCAL IMPROVEMENTS**

75.1 The City of Yorkville reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling his accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the refuse, yard-waste and recyclables to the same extent as though no interference existed upon the streets formerly traveled. This shall be done without extra cost to the City of Yorkville.

**76. TAXES, LICENSES & PERMITS**

76.1 The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the City or the Contractor in connection with the Contractor’s facilities and the work included in this Contract, and shall obtain and pay for all licenses, permits, certificates of authority, and inspections required for the work. The Contractor shall furnish to the City satisfactory evidence that it has all permits, licenses, and certificates of authority required to operate for the term of this contract.

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**77. DEFAULT**

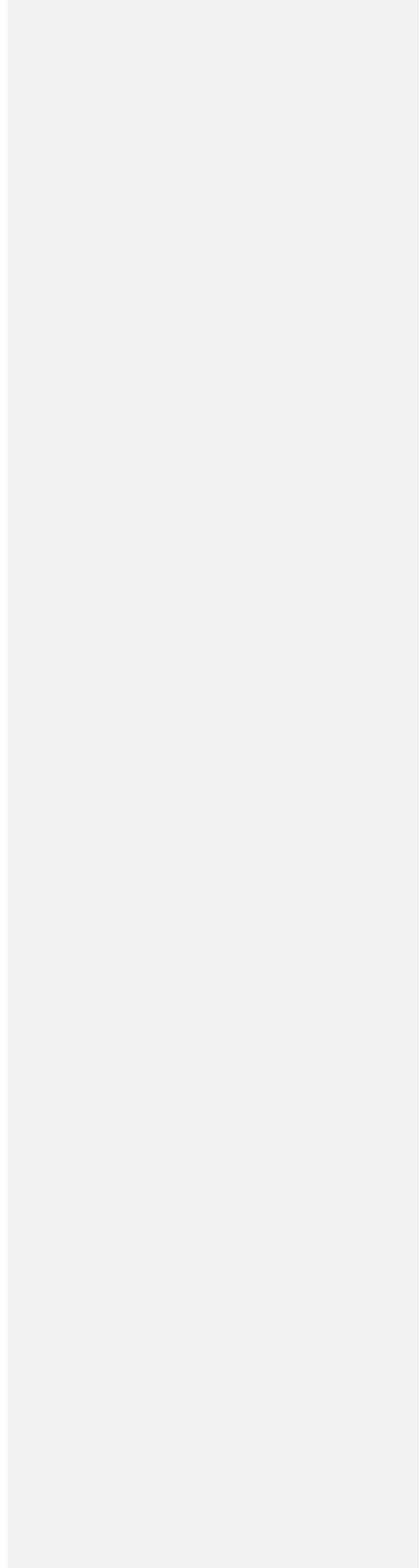
77.1 If the Contractor fails to observe the established schedule for more than two (2) consecutive working days, and in the opinion of the City's Designated Representative, there has not been sufficient cause to justify such lack of observance, the City, respectively, shall serve notice, either personally or by affixing such notice to the local premises of the Contractor, that this contract shall be in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period, the Contractor has not made the necessary corrections, the City shall take such steps as are necessary, to provide services according to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps from the date of the notice of default. If deemed necessary by the City's Designated Representative, the City shall have the right to take over all equipment and facilities of the Contractor for a period of up to one-hundred-twenty (120) days from the date of notice of default.

**78. STRIKES/FORCE MAJEURE**

78.1 The Contractor shall be required to file proof with the City Administrator, or their designee that it has a "no strike" provision for the duration of all collective bargaining agreements with its workers. Upon execution of any new agreement, the Contractor shall forward to the City Administrator within thirty (30) days thereafter, proof that said agreement also contains a "no strike" clause.

78.2 In the event that the Contractor shall fail to collect, remove and properly dispose of the waste in accordance with the terms of this contract, for a period of five (5) business days or more, the City, may, at its option, cause such waste to be collected and disposed of by any reasonable means available to the City, and the cost thereof may be charged against the Contractor and the performance bond furnished by the Contractor. The foregoing option shall not be available to the City, if the Contractor's failure so to collect and remove waste for the period was due to unusual weather conditions, or some other "act of God," which rendered such collection and removal impossible to perform. The Contractor shall not be liable for the failure to perform its duties if such failure was caused by a catastrophe, riot, war, government order or regulation, fire, accident or any similar contingency beyond the reasonable control of the Contractor. "Act of God" does not include any strike, sympathy strike, slowdown, sit-down, stoppage of work, refusal to perform overtime, mass absenteeism, refusal to cross a picket line or any other similar concerted action or intentional interruption or disruption of the operations of the Contractor by Contractor's own employees (the foregoing collectively referred to as "labor dispute"), provided, however, that in the event that the City exercises its option under this Article to collect and dispose of waste by other reasonable means because of the Contractor's failure to perform due to a labor dispute, the total amount charged against the Contractor by the City can only be an amount which is in excess of the total amount that the City would have otherwise paid to the Contractor for collection over the duration of the labor dispute. The CONTRACTOR shall promptly notify the City in writing of any event covered by this Section and the date, nature and cause thereof. Such notice shall indicate the anticipated extent of such delay and the obligations under this Agreement to be affected thereby.

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## IV. PROPOSAL/CONTRACT FORM

**\*\*\*THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY OF YORKVILLE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award**

**PROPOSER:**

_____ Company Name	Date: _____
_____ Street Address of Company	_____ Email Address
_____ City, State, Zip	_____ Contact Name (Print)
_____ Business Phone	_____ 24-Hour Telephone
_____ Fax	_____ Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation	_____ Print Name & Title
_____ Signature of Corporation Secretary	

**CITY OF YORKVILLE**

_____ Authorized Signature	ATTEST:
_____ Title	_____ Signature of City Clerk
_____ Date	_____ Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

## VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S. all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

**BUSINESS (PLEASE PRINT OR TYPE):**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**TAX ID #(TIN):** \_\_\_\_\_

(If you are supplying a social security number, please give your full name)

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

- |                                      |                                      |                    |
|--------------------------------------|--------------------------------------|--------------------|
| •Individual                          | •Sole Proprietor                     | •Government Agency |
| •LLP (Limited Liability Partnership) | •LLC (Limited Liability Corporation) | •Medical           |
| •Partnership                         | •Charitable/Nonprofit                | •Incorporated      |
| •Other (Please describe) _____       |                                      |                    |

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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**PROPOSER'S CERTIFICATION** (page 1 of 3)

With regard to \_\_\_\_\_, proposer \_\_\_\_\_ hereby certifies  
(Name of Project) (Name of Proposer)  
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that not less than the prevailing rate of wages as determined by the City of Yorkville, Kendall County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the respective municipality. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the City on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the City or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The City shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

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**PROPOSER'S CERTIFICATION** (page 2 of 3)

Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: \_\_\_\_\_  
Proposer's Authorized Agent

		-							
--	--	---	--	--	--	--	--	--	--

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public)

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of \_\_\_\_\_, which operates under the Legal name of \_\_\_\_\_, and the full names of its Officers are as follows:

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

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

**PROPOSER'S CERTIFICATION** (page 3 of 3)

\_\_\_\_\_

The partnership does business under the legal name of: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of  
\_\_\_\_\_.

(c) **Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is: \_\_\_\_\_  
and if operating under a trade name, said trade name is: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of  
\_\_\_\_\_.

5. Are you willing to comply with the City's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name \_\_\_\_\_

Agent \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

**I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.**

Print Name of Company: \_\_\_\_\_

Print Name and Title of Authorizing Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**APPENDIX 1  
GENERAL PRICE QUOTATION SHEET**

**See attached spreadsheet**

**APPENDIX 2  
REQUIRED RECYCLABLES TO BE COLLECTED**

The City requires that the Contractor shall collect the following recyclable material for the entire term of the contract. Additionally, the Contractor is encouraged to identify additional items they will be collecting, not on the current list.

**Required Recyclable Materials**

- brown paper bags
- corrugated cardboard
- boxes and cartons
- chipboard/paperboard (to include brown or gray box board or paperboard, cereal boxes, shoe boxes, & paper towel cores)
- magazines and catalogues
- mixed paper, glossy & non-glossy (to include stationary, notebook paper, post-it notes, computer paper, typing paper, flyers, greeting cards, file folders and all envelopes, with and without windows)
- newspaper (including all supplements)
- telephone books
- wet strength carrier stock (to include paper board used for refrigerated and frozen items)
- frozen food packages
- aerosol cans
- aluminum cans and foil
- formed aluminum containers and wraps
- aseptic packaging and gable top containers
- formed steel containers
- glass bottles and jars (brown, green, and clear)
- plastic containers (colored or cloudy white HDPE milk, juice and/or water bottles, jars and jugs)
- all plastic containers #1 through #5 and plastic containers #7
- LDPE and HDPE soft plastic six (6) and twelve (12) pack rings
- steel cans
- steel paint cans and lids
- household batteries

**Other Recyclable Materials Proposed by Contractor**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**APPENDIX 3  
SCHEDULE OF ALTERNATIVES AND DEVIATIONS**

Please list any proposed alternative or deviation to the minimum standards outlined in the specifications section of this document. (Please attach additional sheets if necessary.)

Section	Paragraph	Explanation of Alternative/Deviation

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**APPENDIX 4  
SCHEDULE OF ILLINOIS MUNICIPALITIES SERVED**

Please list municipal references. (Please attach additional sheets if necessary)

Municipality	Contact Name & Telephone Number	Service Dates	Explanation of Collection and Disposal Program

**APPENDIX 5**  
**LOCATION OF DISPOSAL FACILITIES**

Comment [ew1]: Add new table for organics?

Please provide below information concerning the facilities, which are intended to be used for the disposal of refuse, yard waste, [organics](#) and recyclable materials collected at the curbside. (Please attach additional sheets if necessary.)

**REFUSE**

Name of Facility	Facility Address	Disposal Limitations

**RECYCLING**

Name of Facility	Facility Address	Disposal Limitations

**YARD WASTE**

Name of Facility	Facility Address	Disposal Limitations

United City of Yorkville

**ELECTRONIC WASTE**

<b><u>Name of Facility</u></b>	<b><u>Facility Address</u></b>	<b><u>Disposal Limitations</u></b>

**ORGANIC MATERIAL**

<b><u>Name of Facility</u></b>	<b><u>Facility Address</u></b>	<b><u>Disposal Limitations</u></b>

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United City of Yorkville

**APPENDIX 6**

**CONTRACTOR QUALIFICATIONS**

Name of Business: \_\_\_\_\_

Business Address: Mailing Address: \_\_\_\_\_

Business Number: \_\_\_\_\_

Emergency Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Ownership:            Individual            Partnership            Corporation

Franchise or Parent Company (if applicable): \_\_\_\_\_

\_\_\_\_\_

List all Partners, Managers, and Corporate Officers:

Name	Title	Residence	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Days of Operation: \_\_\_\_\_

Business Hours: \_\_\_\_\_

Number of Employees:

Supervisors: \_\_\_\_\_

Drivers: \_\_\_\_\_

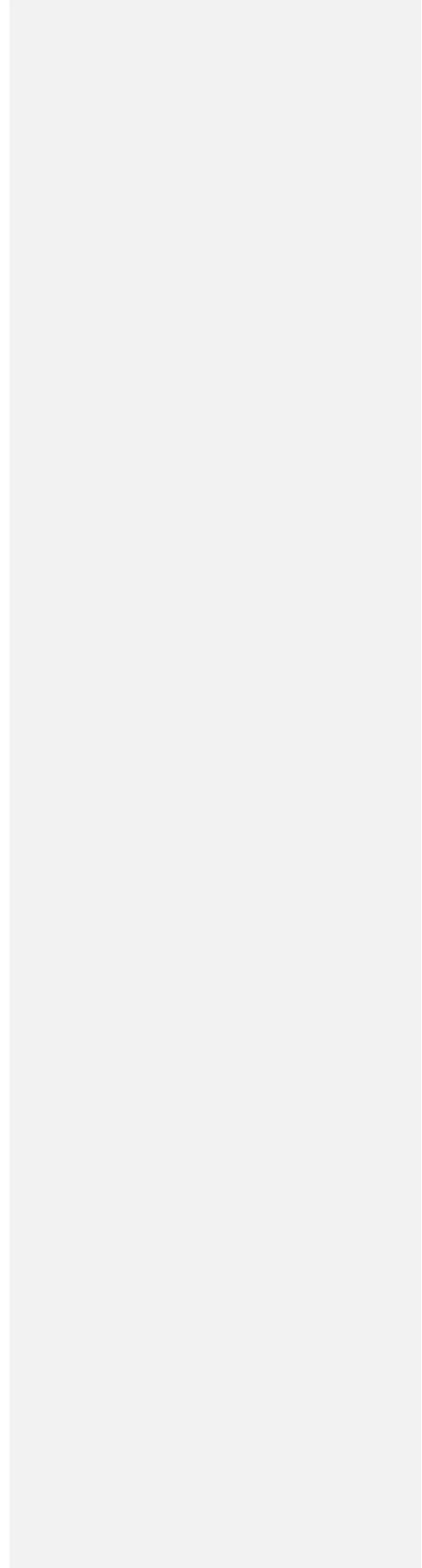
Office Personnel: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

United City of Yorkville

**EXHIBIT A  
SOLID WASTE COLLECTION DAY MAP**

*See attached*



United City of Yorkville

**EXHIBIT B  
SERVICES FOR MUNICIPAL AND PUBLIC FACILITIES**

<b>Location</b>	<b>Service Type</b>	<b>Size</b>	<b>Frequency</b>
<b><u>Yorkville Library</u></b> 902 Game Farm Road	Refuse Recycling	1-1.5 yd 1-1.5 yd	1x/wk 1x/wk
<b><u>Yorkville City Hall and Police Department</u></b> 800 Game Farm Road	Refuse Recycling Recycling (paper)	1-6 yd 1-2 yd cardboard 6-96 gallon toters	2x/wk 1x/wk 1x/wk
<b><u>Yorkville Public Works</u></b> 610 Tower Lane	Recycling Refuse	1-2 yd cardboard 1-20 yd open	1x/wk 1x/wk
<b><u>Yorkville Administration and Recreation Center Building</u></b> 201 W. Hydraulic Avenue	Refuse Recycling Recycling	1-20 yd open 1-96 gallon toter 1-1 yd cardboard	1x/wk 1x/wk 1x/wk
<b><u>Yorkville Parks Maintenance Building</u></b> 185 Wolf Street	<a href="#">Refuse</a> <a href="#">Recycling</a>	<a href="#">1-2 yd</a> <a href="#">1-96 toter</a>	<a href="#">1x/wk</a> <a href="#">1x/wk</a>
<b><u>Yorkville Beecher Center</u></b> 908 Game Farm Road	Refuse Recycle	1-4yd refuse 1-2yd recycle	1x/wk 1x/wk
<b><u>All City Rentals When Required</u></b>	Refuse	96 gal.toters, 33 gal. toters, 18 gal. toters 30 yd open dumpster	

(Exhibit B continued)

The location of the facilities, the number of facilities, their bin/tote size, and pickup schedule are subject to change throughout the lift of the contract. The Contractor shall provide, at no cost to the City, the collection and disposal of all refuse, recycling, and yard waste, or more often if requested by the City. A comprehensive recycling program shall also be provided at no cost for the municipal facilities listed above (new or additional facilities may be added at any time during the Contract term). The Contractor shall be responsible for supplying all service equipment associated with totes and containers/dumpsters to said facilities as set forth in the Contract.



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

CA #7

Tracking Number

ADM 2016-55

### Agenda Item Summary Memo

**Title:** Monthly Treasurer's Report for August 2016

**Meeting and Date:** City Council – September 27, 2016

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

#### Council Action Previously Taken:

Date of Action: ADM – 09/21/16 Action Taken: Moved forward to CC consent agenda

Item Number: ADM 2016-55

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Rob Fredrickson

Name

Finance

Department

#### Agenda Item Notes:

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

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**UNITED CITY OF YORKVILLE**  
**TREASURER'S REPORT - for the month ending August 31, 2016**

	Projected Beginning Fund Balance	August Revenues	YTD Revenues	Cash Basis				Expense Budget	% of Budget	Projected Ending Fund Balance
				Revenue Budget	% of Budget	August Expenses	YTD Expenses			
<b>General Fund</b>										
01 - General	5,691,706	1,086,366	5,567,891	14,516,822	38%	992,850	4,261,093	14,833,097	29%	6,998,504
<b>Special Revenue Funds</b>										
15 - Motor Fuel Tax	883,223	40,289	168,989	512,577	33%	316,549	368,418	740,580	50%	683,794
79 - Parks and Recreation	500,762	140,636	698,101	1,654,988	42%	160,823	626,795	1,796,995	35%	572,067
72 - Land Cash	212,318	2,051	18,523	489,000	4%	25,946	59,167	453,855	13%	171,675
87 - Countryside TIF	(549,946)	39,093	107,284	200,000	54%	-	78,036	162,759	48%	(520,698)
88 - Downtown TIF	253,703	51	36,426	70,050	52%	10,700	32,275	478,530	7%	257,854
11 - Fox Hill SSA	(3,780)	213	4,061	7,073	57%	678	1,544	11,333	14%	(1,263)
12 - Sunflower SSA	(31,175)	281	10,345	20,392	51%	678	948	17,534	5%	(21,778)
<b>Debt Service Fund</b>										
42 - Debt Service	-	24,462	119,052	320,675	37%	625	25,813	320,675	8%	93,239
<b>Capital Project Funds</b>										
25 - Vehicle & Equipment	1,841	279,610	333,995	240,883	139%	98,951	122,628	293,617	42%	213,209
23 - City-Wide Capital	3,003,908	246,740	401,735	1,823,662	22%	725,332	860,659	3,796,671	23%	2,544,985
<b>Enterprise Funds</b>										
* 51 - Water	5,196,289	765,605	1,511,806	3,794,908	40%	1,282,357	2,532,227	6,631,429	38%	4,175,868
* 52 - Sewer	1,570,874	311,154	849,826	2,534,994	34%	46,745	464,986	2,965,298	16%	1,955,715
<b>Library Funds</b>										
82 - Library Operations	499,355	27,073	381,426	731,887	52%	51,663	241,255	756,943	32%	639,527
83 - Library Debt Service	-	24,777	412,464	752,771	55%	-	101,385	752,771	13%	311,079
84 - Library Capital	14,807	8,551	19,103	20,010	95%	4,709	7,392	11,895	62%	26,518
<b>Total Funds</b>	<b>17,243,887</b>	<b>2,996,951</b>	<b>10,641,026</b>	<b>27,690,692</b>	<b>38%</b>	<b>3,718,604</b>	<b>9,784,619</b>	<b>34,023,982</b>	<b>29%</b>	<b>18,100,294</b>

\* Fund Balance Equivalency

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

Rob Fredrickson, Finance Director/Deputy Treasurer



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

Agenda Item Number

CA #8

Tracking Number

ADM 2016-62

### Agenda Item Summary Memo

**Title:** Health Insurance Broker RFP

**Meeting and Date:** City Council – September 27, 2016

**Synopsis:** See attached memo.

#### Council Action Previously Taken:

Date of Action: ADM – 09/21/16 Action Taken: Moved forward to CC consent agenda

Item Number: ADM 2016-62

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Nicole Kathman

Name

Administration

Department

#### Agenda Item Notes:

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# Memorandum

**To:** Administration Committee  
**From:** Nicole Kathman, Administrative Intern  
**CC:** Bart Olson, City Administrator  
**Date:** September 6, 2016  
**Subject:** RFP for Employee Benefits Consulting Services

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## Summary

Draft request for proposals for employee benefits consulting/health insurance brokerage services.

## Background

The City has used Better Business Planning (BBP) as its health insurance broker since December 2009. Since then we have implemented cost saving changes to our insurance plan design and have maintained a positive relationship with BBP, who continues to provide staff with valuable guidance in navigating health care reform. However, staff is continually inundated with phone calls from other brokerage firms requesting the opportunity to present their services. In order to ensure that the City is receiving the best possible service in regards to overall brokerage services and control of health care expenses, staff would like to extend an RFP for benefits consulting services. The last RFP for employee benefits consulting/health insurance brokerage services was conducted in 2013. Attached to this memo is the last RFP with changes made and a clean copy of the proposed 2016 RFP.

The following timeline is proposed:

09/21/2016	Draft RFP to Administration Committee
09/27/2016	Draft RFP to City Council
10/03/2016	Publish RFP
11/11/2016	Submittal Deadline
11/14/2016 – 12/14/2016	Staff Review of Submittals and Conduct Follow Up Interviews if Necessary.
12/21/2016	Recommendation to Administration Committee
01/10/2017	Recommendation to City Council
05/01/2017	Contract Begins

## Recommendation

Staff recommends approval of the attached RFP for Employee Benefits Consulting Services.



**United City of Yorkville**

800 Game Farm Road  
Yorkville, Illinois 60560  
Telephone: 630-553-4350  
Fax: 630-553-7575

**UNITED CITY OF  
YORKVILLE, ILLINOIS**

**REQUEST FOR PROPOSALS**

**EMPLOYEE BENEFITS  
CONSULTING SERVICES**

ISSUED

OCTOBER 31, 20163

PROPOSALS DUE

NOVEMBER 11, 20163, 4:00 P.M.

**United City of Yorkville  
Request for Proposals:  
Employee Benefits Consulting Services**

The intent of the Request for Proposals as it is issued by the United City of Yorkville is to solicit bids/proposals for consulting services to assist the City in administering its employee benefits programs.

Proposals will be submitted in sealed envelopes and must be addressed to and received at:

United City of Yorkville  
Attn: ~~Bart Olson, City Administrator~~ ~~Meghan Ostreko – HR Mgr.~~  
800 Game Farm Road  
Yorkville, IL 60560

Completed proposals shall be received no later than 4:00 P.M. on November ~~11~~, 201~~36~~~~6~~. ~~Five~~ ~~our~~ (5) ~~hard~~ copies ~~and one (1) digital copy~~ of complete proposals shall be sealed and placed in an envelope and are to be clearly marked “Proposal for Employee Benefits Consulting Services.” Any proposal received after the stated closing time of 4:00 P.M. local time will be returned unopened.

The United City of Yorkville reserves the right to reject any or all proposals submitted. During the evaluation process, the City reserves the right to request additional information or clarifications from the proposers, or to allow corrections of errors and omissions. The City may choose to interview the top proposers prior to making a final decision.

~~Questions related to this RFP should be submitted by email to Bart Olson: [bolson@yorkville.il.us](mailto:bolson@yorkville.il.us). All questions must be received by 10:00 am on Monday, November 7, 2016. The City will provide the final response to all consultants by 5:00 pm on Tuesday, November 8, 2016. All inquiries must be directed to Meghan Ostreko, Human Resources Manager, at [mostreko@yorkville.il.us](mailto:mostreko@yorkville.il.us) or 630-553-8531.~~

**United City of Yorkville  
Request for Proposals:  
Employee Benefits Consulting Services**

**1. STATEMENT OF WORK**

- A. In submitting this proposal, the bidder declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with another person, firm, or corporation.
  
- B. The bidder further declares that he or she has carefully examined the bid document; and that he or she waives all right to plead any misunderstanding regarding the same.
  
- C. The bidder further understands and agrees that if this proposal is accepted, he is to furnish and provide all services necessary as specified in this agreement and in accordance with the requirements therein set forth. The bidder is responsible for all costs incurred in completing and submitting a proposal.
  
- D. The successful bidder further agrees to execute an agreement for this work to begin no later than ~~May 1~~ January 1, 20174.

**2. SCOPE OF SERVICES**

- ❖ The United City of Yorkville is located about 50 miles west of Chicago in Kendall County. The City employs approximately ~~769~~ full-time employees and ~~9850~~ part-time employees across the following departments: Police, Public Works, Parks and Recreation, Community Development, Finance, Administration and Library. ~~Currently the City's health insurance policies cover 87 subscribers for a total of 225 lives, including dependents.~~
  
- ❖ The City is seeking proposals for a broad range of benefit consulting services relating to employee benefits that include serving as broker and agent of record to coordinate its employee benefits program from reputable providers at competitive prices. The consultant will be expected to respond effectively to issues and concerns as they arise throughout the course of the agreement, and also to assist in providing creative solutions and approaches to problems, by acting proactively to improve the City's employee benefits program while trying to reduce the costs of the benefits.
  
- ❖ Current benefits that are offered by the City include, but are not limited to, the following:
  - Health Insurance (Blue Cross Blue Shield of Illinois)
    - HMO

- ~~Two (2)~~ High Deductible PPO Plans with a Health Reimbursement Arrangement (HRA)
- Vision Insurance (EyeMed)
- Dental Insurance (Guardian)
- Life Insurance (Dearborn National)
- Section 125
- Employee Assistance Program

❖ Total subscribers for each of the benefits:

- 21 HMO subscribers divided into the following tiers:
  - 5 Single, 5 Plus Spouse, 1 Plus Child, 10 Family
- 57 PPO subscribers divided into the following tiers:
  - 8 Single, 16 Plus Spouse, 4 Plus Child, 29 Family
- 82 Vision Insurance subscribers divided into the following tiers:
  - 14 Single, 20 Plus Spouse, 5 Plus Child, 43 Family
- 82 Dental Insurance subscribers divided into the following tiers:
  - 14 Single, 20 Plus Spouse, 5 Plus Child, 43 Family
- 78 Life Insurance subscribers divided into the following tiers:
  - 9 Single, 69 Family (note there is no plus spouse or plus child tiers)

- ❖ It is anticipated that the consultant will provide the following services on an ongoing basis:
- i. Serve as the benefits consultant and assist the City in meeting its contractual obligations with its unions, and continued compliance with existing policies and laws.
  - ii. Review existing benefit plans, policies, data, and other records as they pertain to employee benefits, and provide the necessary guidance to make informed benefits decisions.
  - iii. Negotiate with the insurance carriers all financial aspects of the insurance being provided to the City.
  - iv. Assist in the evaluation of the City's third party administrator for its Section 125 plan (FSA) and Section 105 plan (HRA).
  - v. Provide analysis of claims data, identify trends, and communicate areas of concern.
  - vi. Assist in revising plan documents and alert City staff to changes in applicable laws or regulations.

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- vii. Assist in the design/development/administration of comprehensive wellness activities geared toward improving employee health and controlling costs.
- viii. Assist in education and communications with employees regarding benefits developments as needed.
- ix. Provide consultation and advice to Administration and Finance staff as needed.
- x. Provide other related services as determined to be appropriate.

❖ The City's plan year commences on May 1<sup>st</sup>, in conjunction with the start of the City fiscal year.

### **3. SUBMISSION OF PROPOSALS**

- A. The bidder shall submit the following minimum information in their proposal. Responses to the following requests for information should be submitted in writing and identified by question number. These answers form an integral part of the proposal.
- B. Company Profile - Include a company profile and brief history including years in the insurance/benefit consulting business, company growth and retention, the size of the firm, the geographical range in which it operates, the number of employees and offices it has, the type of services it generally provides, and the type of clients it has, including local government clients. Also include anything that might make the company unique or provide added value to its clients. Also provide a summary of work completed with other municipalities/units of local government or private industry with employee benefit programs similar to the City's.
- C. Staff Qualifications – Provide the name(s) of the consultant(s) to perform the work for the City and a brief statement as to why each consultant is qualified to provide services to the City. Identify areas of expertise, training, qualifications, and continuing education for each consultant.
- D. Provide documentation of insurance producer license issued by the State of Illinois or other licensures possessed by the consultant(s). Confirm the independency of the consultant(s) from any affiliation with any insurance company, third party administrator agency, or provider network.
- E. References – The proposal shall include a list of four references of clients whom are being provided the same or similar type consulting services. The reference list shall

include the type of work performed, the size of the client's group and period of time retained as a client. For each client, provide the name, title, address, telephone number and email of a contact person that the City may contact as a reference.

- F. Describe the company's vision of the relationship with the City in being its employee benefits consultant. How can the company help the City to evaluate the potential costs or savings resulting from various changes to benefit plans that may be considered? Describe any processes or tools that would be used in the evaluation.
- G. Describe how the City's account will be managed by your company, including if different consultants and/or departments will manage different aspects of the account.
- H. Describe the company's experience in working with union groups, especially labor-management committees.
- I. Detail the scope of services the company would offer and how the work will be accomplished. Include information about any newsletter or other publications that are provided to clients or experience in reviewing information prepared by clients. Provide sample copies.
- J. Outline the company's ability to provide expertise and experience in the areas of health insurance benefit plan analysis and design by detailing its ability to advise clients on health care cost containment strategies. Provide examples of work completed for other clients and the end result of the effort.
- K. Describe the working relationships with health, dental and life insurance carriers. Explain to what extent you are willing to be involved in resolving problems with claims, etc., between an insured and the insurance carrier. Also describe working relationships with third party administrators (TPA) of Section 125 (FSA) and Section 105 (HRA) plans and experience in undertaking an RFP process to evaluate and secure a TPA. Explain any existing or potential relationships between your company and insurance providers, TPA, or other vendors who might be considered by the City and that could lessen the company's independence and objectivity because of a perceived or actual conflict of interest.
- L. Describe any other services, capabilities, designations, or experiences that differentiate the company from competitors.
- M. Explain the company's training and education strategy to ensure that the latest and most accurate information is conveyed to its clients.

N. Statement of Material Litigation - Provide a statement on whether or not the company is currently involved with any litigation material to providing consulting services, arbitration, or bankruptcy proceedings, or has been within the past three years directly or indirectly.

#### **4. COMPENSATION**

Please provide a complete description of the proposed basis for compensation for consulting services. If some or all of the proposed compensation will be in the form of commissions, please identify the source of the commissions, the expected amount of total commissions, and how the total commissions will be divided among various entities. If some of the proposed compensation will be based on an hourly rate, please list the hourly rate for each type of service affected. If some contemplated services may require additional compensation, please state the basis for determining when the additional compensation will be required and how the additional compensation will be calculated. The City will require complete disclosure of any and all fees, commissions, bonuses, overrides, or any other compensation your company receives each year as a result of the services provided to the City.

#### **5. PROPOSAL EVALUATION**

Proposals will be evaluated on the basis of which proposer meets the requirements of the United City of Yorkville. Criteria for the selection of the consultant will include the following: a demonstrated understanding of the work required by the City as evidenced by a thorough proposal and the ability of the proposer to commence work in a timely manner; the overall qualifications of the proposer; the scope and quality of services offered by the proposer; the ability to work with and have demonstrated relationships with and access to major health, dental, vision and life insurance carriers and other vendors; and the recommendations from other organizations for which the proposer provides consulting services.

The City Council will consider final acceptance of the proposal, under the recommendations of the City Administrator, Finance Director, Interim Assistant City Administrator, Senior Accounting Clerk, and Administrative Intern. ~~Human Resources Manager, Finance Director and City Administrator.~~

#### **6. SUBLETTING AGREEMENT**

It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of this agreement or his right, title or interest therein, or his power to execute such agreement, to any other person, firm or corporation without the previous written consent from the Human Resources Manager or her designee; but in no case

shall consent relieve the successful bidder from his obligations or change the terms of the agreement.

**7. COMPLIANCE WITH LAWS**

Successful bidder shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of work. Included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation, are Occupational Safety and Health Act, Illinois Department of Labor, Department of Transportation, Worker’s Compensation Law, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

**8. INDEPENDENT CONTRACTOR**

Successful bidder acknowledges that it is an independent contractor and that none of its employees, agents, or assigns are employees or agents of the City. Successful bidder shall make all unemployment, social security, and other payroll taxes required by law or union contract.

**9. INDEMNITY/HOLD HARMLESS**

The selected Contractor shall indemnify and hold harmless the United City of Yorkville (“City”), its council members, officers, directors, agents, employees, representative and assigns, from lawsuits, actions costs (including attorney’s fees), claims or liability of any character, incurred due to the alleged negligence of the Contractor, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract Documents, including and claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the “Worker’s Compensation Act” or any other law, ordinance, order or decree. In connection with such claims, lawsuits, actions or liabilities, the City, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City and any other indemnified party. The City or any other indemnified party, in its or

their sole discretion, shall have the option being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the City or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the City or other indemnified party in connection therewith.

**10. TERMS OF AGREEMENT**

- A. In submitting proposals, bidders must indicate that they are prepared to complete an agreement containing all the information submitted in their proposals. The successful bidder shall enter into a written agreement, which shall be subject to the approval of the Corporate Authorities of the City. Subject to the approval of the Corporate Authorities these documents will allow for an initial period of 36-months. Final acceptance of a proposal shall only be complete upon the Corporate Authorities acceptance of an agreement executed by the successful bidder.
  
- B. The City may, at its sole discretion and without penalty, cancel or annul in whole or in part the agreement at any time with 30 days written notice to the successful bidder. The bidder shall receive payment for services provided up to the date of the cancellation or annulment.
  
- C. An extension period of two (2) additional years may be exercised upon mutual agreement between the Corporate Authorities of the City and the successful bidder. Not later than six (6) months prior to the expiration of the initial term, the successful bidder may submit a proposal for the renewal of the agreement. If the City and the successful bidder are unable to agree on mutually acceptable terms for a renewal term, the City shall be free to solicit bids or requests for proposals from other contractors for a new agreement, and the successful bidder shall be free to bid for such contract or submit its proposal, as the case may be.

**CONTRACTOR CERTIFICATIONS**

The undersigned;

A. Certifies that it is not barred from bidding or contracting with the City as a result of a violation of either Paragraph 33E-3 or 33E-4 of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and

B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and

C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the City upon request, and

D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105)

D. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965)

All work under this contract shall be executed in accordance with all applicable federal, state, and City laws, ordinances, rules and regulations which may in any manner affect the performance of this contract.

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

Contractor: \_\_\_\_\_

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

Title: \_\_\_\_\_



**United City of Yorkville**  
800 Game Farm Road  
Yorkville, Illinois 60560  
Telephone: 630-553-4350  
Fax: 630-553-7575

**UNITED CITY OF  
YORKVILLE, ILLINOIS**

**REQUEST FOR PROPOSALS**

**EMPLOYEE BENEFITS  
CONSULTING SERVICES**

**ISSUED**

**OCTOBER 3, 2016**

**PROPOSALS DUE**

**NOVEMBER 11, 2016, 4:00 P.M.**

**United City of Yorkville**  
**Request for Proposals:**  
**Employee Benefits Consulting Services**

The intent of the Request for Proposals as it is issued by the United City of Yorkville is to solicit bids/proposals for consulting services to assist the City in administering its employee benefits programs.

Proposals will be submitted in sealed envelopes and must be addressed to and received at:

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

Completed proposals shall be received no later than 4:00 P.M. on November 11, 2016. Five (5) hard copies and one (1) digital copy of complete proposals shall be sealed and placed in an envelope and are to be clearly marked "Proposal for Employee Benefits Consulting Services." Any proposal received after the stated closing time of 4:00 P.M. local time will be returned unopened.

The United City of Yorkville reserves the right to reject any or all proposals submitted. During the evaluation process, the City reserves the right to request additional information or clarifications from the proposers, or to allow corrections of errors and omissions. The City may choose to interview the top proposers prior to making a final decision.

Questions related to this RFP should be submitted by email to Bart Olson: [bolson@yorkville.il.us](mailto:bolson@yorkville.il.us). All questions must be received by 10:00 am on Monday, November 7, 2016. The City will provide the final response to all consultants by 5:00 pm on Tuesday, November 8, 2016.

**United City of Yorkville**  
**Request for Proposals:**  
**Employee Benefits Consulting Services**

**1. STATEMENT OF WORK**

- A. In submitting this proposal, the bidder declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with another person, firm, or corporation.
- B. The bidder further declares that he or she has carefully examined the bid document; and that he or she waives all right to plead any misunderstanding regarding the same.
- C. The bidder further understands and agrees that if this proposal is accepted, he is to furnish and provide all services necessary as specified in this agreement and in accordance with the requirements therein set forth. The bidder is responsible for all costs incurred in completing and submitting a proposal.
- D. The successful bidder further agrees to execute an agreement for this work to begin no later than May 1, 2017.

**2. SCOPE OF SERVICES**

- ❖ The United City of Yorkville is located about 50 miles west of Chicago in Kendall County. The City employs approximately 76 full-time employees and 98 part-time employees across the following departments: Police, Public Works, Parks and Recreation, Community Development, Finance, Administration and Library.
- ❖ The City is seeking proposals for a broad range of benefit consulting services relating to employee benefits that include serving as broker and agent of record to coordinate its employee benefits program from reputable providers at competitive prices. The consultant will be expected to respond effectively to issues and concerns as they arise throughout the course of the agreement, and also to assist in providing creative solutions and approaches to problems, by acting proactively to improve the City's employee benefits program while trying to reduce the costs of the benefits.
- ❖ Current benefits that are offered by the City include, but are not limited to, the following:
  - Health Insurance (Blue Cross Blue Shield of Illinois)
    - HMO
    - High Deductible PPO Plan with a Health Reimbursement Arrangement (HRA)
  - Vision Insurance (EyeMed)

- Dental Insurance (Guardian)
  - Life Insurance (Dearborn National)
  - Section 125
  - Employee Assistance Program
- ❖ Total subscribers for each of the benefits:
- 21 HMO subscribers divided into the following tiers:
    - 5 Single, 5 Plus Spouse, 1 Plus Child, 10 Family
  - 57 PPO subscribers divided into the following tiers:
    - 8 Single, 16 Plus Spouse, 4 Plus Child, 29 Family
  - 82 Vision Insurance subscribers divided into the following tiers:
    - 14 Single, 20 Plus Spouse, 5 Plus Child, 43 Family
  - 82 Dental Insurance subscribers divided into the following tiers:
    - 14 Single, 20 Plus Spouse, 5 Plus Child, 43 Family
  - 78 Life Insurance subscribers divided into the following tiers:
    - 9 Single, 69 Family (note there is no plus spouse or plus child tiers)
- ❖ It is anticipated that the consultant will provide the following services on an ongoing basis:
- i. Serve as the benefits consultant and assist the City in meeting its contractual obligations with its unions, and continued compliance with existing policies and laws.
  - ii. Review existing benefit plans, policies, data, and other records as they pertain to employee benefits, and provide the necessary guidance to make informed benefits decisions.
  - iii. Negotiate with the insurance carriers all financial aspects of the insurance being provided to the City.
  - iv. Assist in the evaluation of the City's third party administrator for its Section 125 plan (FSA) and Section 105 plan (HRA).
  - v. Provide analysis of claims data, identify trends, and communicate areas of concern.
  - vi. Assist in revising plan documents and alert City staff to changes in applicable laws or regulations.
  - vii. Assist in the design/development/administration of comprehensive wellness activities geared toward improving employee health and controlling costs.

- viii. Assist in education and communications with employees regarding benefits developments as needed.
  - ix. Provide consultation and advice to Administration and Finance staff as needed.
  - x. Provide other related services as determined to be appropriate.
- ❖ The City's plan year commences on May 1<sup>st</sup>, in conjunction with the start of the City fiscal year.

### **3. SUBMISSION OF PROPOSALS**

- A. The bidder shall submit the following minimum information in their proposal. Responses to the following requests for information should be submitted in writing and identified by question number. These answers form an integral part of the proposal.
- B. Company Profile - Include a company profile and brief history including years in the insurance/benefit consulting business, company growth and retention, the size of the firm, the geographical range in which it operates, the number of employees and offices it has, the type of services it generally provides, and the type of clients it has, including local government clients. Also include anything that might make the company unique or provide added value to its clients. Also provide a summary of work completed with other municipalities/units of local government or private industry with employee benefit programs similar to the City's.
- C. Staff Qualifications – Provide the name(s) of the consultant(s) to perform the work for the City and a brief statement as to why each consultant is qualified to provide services to the City. Identify areas of expertise, training, qualifications, and continuing education for each consultant.
- D. Provide documentation of insurance producer license issued by the State of Illinois or other licensures possessed by the consultant(s). Confirm the independency of the consultant(s) from any affiliation with any insurance company, third party administrator agency, or provider network.
- E. References – The proposal shall include a list of four references of clients whom are being provided the same or similar type consulting services. The reference list shall include the type of work performed, the size of the client's group and period of time retained as a client. For each client, provide the name, title, address, telephone number and email of a contact person that the City may contact as a reference.

- F. Describe the company's vision of the relationship with the City in being its employee benefits consultant. How can the company help the City to evaluate the potential costs or savings resulting from various changes to benefit plans that may be considered? Describe any processes or tools that would be used in the evaluation.
- G. Describe how the City's account will be managed by your company, including if different consultants and/or departments will manage different aspects of the account.
- H. Describe the company's experience in working with union groups, especially labor-management committees.
- I. Detail the scope of services the company would offer and how the work will be accomplished. Include information about any newsletter or other publications that are provided to clients or experience in reviewing information prepared by clients. Provide sample copies.
- J. Outline the company's ability to provide expertise and experience in the areas of health insurance benefit plan analysis and design by detailing its ability to advise clients on health care cost containment strategies. Provide examples of work completed for other clients and the end result of the effort.
- K. Describe the working relationships with health, dental and life insurance carriers. Explain to what extent you are willing to be involved in resolving problems with claims, etc., between an insured and the insurance carrier. Also describe working relationships with third party administrators (TPA) of Section 125 (FSA) and Section 105 (HRA) plans and experience in undertaking an RFP process to evaluate and secure a TPA. Explain any existing or potential relationships between your company and insurance providers, TPA, or other vendors who might be considered by the City and that could lessen the company's independence and objectivity because of a perceived or actual conflict of interest.
- L. Describe any other services, capabilities, designations, or experiences that differentiate the company from competitors.
- M. Explain the company's training and education strategy to ensure that the latest and most accurate information is conveyed to its clients.
- N. Statement of Material Litigation - Provide a statement on whether or not the company is currently involved with any litigation material to providing consulting

services, arbitration, or bankruptcy proceedings, or has been within the past three years directly or indirectly.

#### **4. COMPENSATION**

Please provide a complete description of the proposed basis for compensation for consulting services. If some or all of the proposed compensation will be in the form of commissions, please identify the source of the commissions, the expected amount of total commissions, and how the total commissions will be divided among various entities. If some of the proposed compensation will be based on an hourly rate, please list the hourly rate for each type of service affected. If some contemplated services may require additional compensation, please state the basis for determining when the additional compensation will be required and how the additional compensation will be calculated. The City will require complete disclosure of any and all fees, commissions, bonuses, overrides, or any other compensation your company receives each year as a result of the services provided to the City.

#### **5. PROPOSAL EVALUATION**

Proposals will be evaluated on the basis of which proposer meets the requirements of the United City of Yorkville. Criteria for the selection of the consultant will include the following: a demonstrated understanding of the work required by the City as evidenced by a thorough proposal and the ability of the proposer to commence work in a timely manner; the overall qualifications of the proposer; the scope and quality of services offered by the proposer; the ability to work with and have demonstrated relationships with and access to major health, dental, vision and life insurance carriers and other vendors; and the recommendations from other organizations for which the proposer provides consulting services.

The City Council will consider final acceptance of the proposal, under the recommendations of the City Administrator, Finance Director, Interim Assistant City Administrator, Senior Accounting Clerk, and Administrative Intern.

#### **6. SUBLETTING AGREEMENT**

It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of this agreement or his right, title or interest therein, or his power to execute such agreement, to any other person, firm or corporation without the previous written consent from the Human Resources Manager or her designee; but in no case shall consent relieve the successful bidder from his obligations or change the terms of the agreement.

#### **7. COMPLIANCE WITH LAWS**

Successful bidder shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of work. Included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation, are Occupational Safety and Health Act, Illinois Department of Labor, Department of Transportation, Worker's Compensation Law, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

#### **8. INDEPENDENT CONTRACTOR**

Successful bidder acknowledges that it is an independent contractor and that none of its employees, agents, or assigns are employees or agents of the City. Successful bidder shall make all unemployment, social security, and other payroll taxes required by law or union contract.

#### **9. INDEMNITY/HOLD HARMLESS**

The selected Contractor shall indemnify and hold harmless the United City of Yorkville ("City"), its council members, officers, directors, agents, employees, representative and assigns, from lawsuits, actions costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the Contractor, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract Documents, including and claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with such claims, lawsuits, actions or liabilities, the City, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City and any other indemnified party. The City or any other indemnified party, in its or their sole discretion, shall have the option being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the City or other indemnified party, upon written demand, for any expenses, including but not limited to court

costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the City of other indemnified party in connection therewith.

## **10. TERMS OF AGREEMENT**

- A. In submitting proposals, bidders must indicate that they are prepared to complete an agreement containing all the information submitted in their proposals. The successful bidder shall enter into a written agreement, which shall be subject to the approval of the Corporate Authorities of the City. Subject to the approval of the Corporate Authorities these documents will allow for an initial period of 36-months. Final acceptance of a proposal shall only be complete upon the Corporate Authorities acceptance of an agreement executed by the successful bidder.
  
- B. The City may, at its sole discretion and without penalty, cancel or annul in whole or in part the agreement at any time with 30 days written notice to the successful bidder. The bidder shall receive payment for services provided up to the date of the cancellation or annulment.
  
- C. An extension period of two (2) additional years may be exercised upon mutual agreement between the Corporate Authorities of the City and the successful bidder. Not later than six (6) months prior to the expiration of the initial term, the successful bidder may submit a proposal for the renewal of the agreement. If the City and the successful bidder are unable to agree on mutually acceptable terms for a renewal term, the City shall be free to solicit bids or requests for proposals from other contractors for a new agreement, and the successful bidder shall be free to bid for such contract or submit its proposal, as the case may be.

**CONTRACTOR CERTIFICATIONS**

The undersigned;

A. Certifies that it is not barred from bidding or contracting with the City as a result of a violation of either Paragraph 33E-3 or 33E-4 of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and

B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and

C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the City upon request, and

D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105)

D. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965)

All work under this contract shall be executed in accordance with all applicable federal, state, and City laws, ordinances, rules and regulations which may in any manner affect the performance of this contract.

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

Contractor: \_\_\_\_\_

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

Title: \_\_\_\_\_



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

Agenda Item Number

Minutes #1

Tracking Number

### Agenda Item Summary Memo

**Title:** Minutes of the Regular City Council – August 23, 2016

**Meeting and Date:** City Council – September 27, 2016

**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:** Beth Warren City Clerk  
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,  
800 GAME FARM ROAD ON  
TUESDAY, AUGUST 23, 2016**

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

City Clerk Warren called the roll.

Ward I	Koch	Present
	Colosimo	Present
Ward II	Milschewski	Present
	Kot	Present
Ward III	Frieders	Present
	Funkhouser	Present
Ward IV	Tarulis	Present
	Teeling	Present

Also present: City Clerk Warren, City Attorney Orr, City Administrator Olson, Police Chief Hart, Deputy Chief of Police Klingel, Public Works Director Dhuse, Finance Director Fredrickson, EEI Engineer Sanderson, Community Development Director Barksdale-Noble, Director of Parks and Recreation Evans, Assistant City Administrator Willrett

**QUORUM**

A quorum was established.

**AMENDMENTS TO THE AGENDA**

Alderman Colosimo requested that Item #4 on the consent agenda, Ordinance of the United City of Yorkville, Kendall County, Illinois Amending the City Code as it Relates to Weeds (PW 2016-56), be moved to the regular agenda under Public Works Committee Report.

Amendment approved unanimously by a viva voce vote.

**PRESENTATIONS**

None.

**PUBLIC HEARINGS**

None

**CITIZEN COMMENTS ON AGENDA ITEMS**

None.

**CONSENT AGENDA**

1. Stagecoach Crossing – Completion of Improvements Bid Award – *accept bid and award Contract to Jensen Excavating, LLC, in an amount not to exceed \$48,650.00 (PW 2016-53)*
2. **Resolution 2016-22** Approving an Easement Agreement Granting a Permanent Easement in Order to Construct and Maintain a Traffic Detection Loop (Wrigley EDP) – *authorize Mayor and City Clerk to execute PW (2016-54)*
3. Wrigley Site Expansion (PW 2016-55)
  - a. Supplemental Design Engineering Agreement – *authorize Mayor and City Clerk to execute*
  - b. HR Green Professional Services Agreement Amendment No. 1 – *authorize City Administrator to execute*
  - c. Economic Development Program Amendment #1 – *authorize Mayor to execute*
4. **Ordinance 2016-49** Authorizing the Second Amendment to the Annual Budget of the United City of Yorkville, For the Fiscal Year Commencing on May 1, 2016 and Ending on April 30, 2017 – *authorize Mayor and City Clerk to execute (PW 2016-57)*
5. Well No. 3 – *authorize Layne Christiansen to pull the pump and motor and televise the well in an amount not to exceed \$30,000.00 (PW 2016-58)*
6. NPDES MS4 Stormwater Permit – *authorize staff to move forward with recommended actions as detailed in the memo from Engineer Sanderson dated August 10, 2016 (PW 2016-59)*
7. Monthly Treasurer’s Report for June and July 2016 (ADM 2016-45)
8. **Resolution 2016-23** Authorizing the Establishment of a Checking Account with First National Bank (Recreation Department) – *authorize Mayor and City Clerk to execute (ADM 2016-50)*

Mayor Golinski entertained a motion to approve the consent agenda as amended. So moved by Alderman Milschewski; seconded by Alderman Koch.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Colosimo-aye, Milschewski-aye, Tarulis-aye, Frieders-aye,  
Funkhouser-aye, Koch-aye, Teeling-aye, Kot-aye

**MINUTES FOR APPROVAL**

1. Minutes of the Regular City Council – July 26, 2016
2. Minutes of the Regular City Council – August 9, 2016

Mayor Golinski entertained a motion to approve the minutes of the regular City Council minutes of July 26, 2016 and August 9, 2016 as presented. So moved by Alderman Milschewski; seconded by Alderman Frieders.

Minutes approved unanimously by a viva voce vote.

**BILLS FOR PAYMENT**

Mayor Golinski stated that the bills were \$2,242,653.81.

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**REPORTS**

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**MAYOR'S REPORT**

**Resolution 2016-24      Approving an Amendment to Project Agreement #OS 13-1864 - One Year Extension for Riverfront Park Grant**  
(CC 2016-48)

Mayor Golinski entertained a motion to approve a resolution approving an amendment to project agreement #OS 13-1864 - with Illinois Department of Natural Resources one year extension for the bicentennial Riverfront Park grant and authorize the Mayor and City Clerk to execute. So moved by Alderman Colosimo; seconded by Alderman Kot.

Alderman Frieders stated this is exciting.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Kot-aye, Frieders-aye, Tarulis-aye, Colosimo-aye,  
Funkhouser-aye, Milschewski-aye, Teeling-aye, Koch-aye

**Resolution 2016-25      Approving an Amendment to Project Agreement #OS 14-1905 - One Year Extension for Bristol Bay 65 Grant - Amendment #2 to Project Agreement**  
(CC 2016-49)

Mayor Golinski entertained a motion to approve a resolution approving an amendment to project agreement #OS 14 - 1905 with Illinois Department of Natural Resources one year extension for the Bristol Bay 65 grant and authorize the Mayor and City Clerk to execute. So moved by Alderman Tarulis; seconded by Alderman Frieders.

Alderman Frieders expressed his excitement.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Frieders-aye Tarulis-aye, Colosimo-aye, Funkhouser-aye,  
Milschewski-aye, Teeling-aye, Koch-aye, Kot-aye

**PUBLIC WORKS COMMITTEE REPORT**

**Ordinance 2016-50      of the United City of Yorkville, Kendall County, Illinois Amending the City Code as it Relates to Weeds**  
(PW 2016-56)

Alderman Funkhouser made a motion to approve an ordinance amending the City code as it relates to weeds and authorize the Mayor and City Clerk to execute; seconded by Alderman Milschewski.

Alderman Colosimo has always had an issue with the City requiring people to maintain right a ways that the residents don't own. City Administrator Olson, City Attorney Orr, and Alderman Colosimo discussed this issue.

Alderman Funkhouser pointed out that these right a ways are owned by the taxpayers, so he does own a fair share of that land. Alderman Funkhouser and Alderman Colosimo discussed this issue further. Mayor Golinski asked Alderman Colosimo if citizens don't maintain the parkways then is he proposing that the City maintains all the parkways. Alderman Colosimo restated his issue. Alderman Funkhouser stated that the City requires citizens to maintain a certain curb appeal to properties. If citizens do not do this, then there will be fines. Alderman Colosimo stated he can accept that due to building codes and requirements. Alderman Teeling asked why doesn't the City just do a study to find out how much it is going to cost to maintain the parkways. Alderman Colosimo has a problem with government mandating this. Alderman Teeling understands what Alderman Colosimo is saying. Alderman Colosimo wanted to hear what the other aldermen think. Alderman Milschewski asked if the City is having a problem with this. City



Mayor Golinski entertained a motion to approve a resolution recommending denial and filing of a written protest to the proposed rezoning request in petition number 16-22 for the property at 790 Eldamain Road in Bristol Township. So moved by Alderman Koch; seconded by Alderman Kot.

Community Development Director Barksdale-Noble discussed this property and explained the objections. Alderman Frieders agrees with Community Development Director Barksdale-Noble's objections.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Milschewski-aye, Teeling-aye, Koch-aye, Kot-aye,  
Frieders-aye, Tarulis-aye, Colosimo-aye, Funkhouser-aye

**CITY COUNCIL REPORT**

No report.

**CITY CLERK'S REPORT**

No report.

**COMMUNITY & LIAISON REPORT**

No report.

**STAFF REPORT**

**Hometown Days**

City Administrator Olson stated that Hometown Days is coming up. Director of Parks and Recreation Evans stated that Hometown Days is next Friday, Saturday, and Sunday over Labor Day weekend. Events can be found on the City's Facebook page and City's website. He discussed the 5K library fundraiser.

**ADDITIONAL BUSINESS**

**Pedestrian Crossing Signs**

Alderman Funkhouser noticed that pedestrian crossing signs were being placed at Route 47 and Main Street. Those signs will be activated soon.

**EXECUTIVE SESSION**

None.

**CITIZEN COMMENTS**

Rachel LaRue, City Center Apartments, discussed the mold problem at the City Center Apartments. She thanked the City for having the mold testing done.

Tricha, resident at City Center Apartments, discussed the mold problem at the City Center Apartments.

Jim Markby, owner and operator of City Center Apartments, thanked the Council. He discussed the mold situation at his apartment complex. He addressed the comments from the residents of the City Center Apartments. He addressed the testing that was done on the mold. He invited anyone to come look at his property. He looks forward to continuing the relationship in Yorkville and he also looks forward to the City's conclusion of this issue.

**ADJOURNMENT**

Mayor Golinski stated meeting adjourned.

Meeting adjourned at 7:57 p.m.

Minutes submitted by:

Beth Warren,  
City Clerk, City of Yorkville, Illinois



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

Bills for Payment

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Tracking Number

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### Agenda Item Summary Memo

**Title:** Bills for Payment (Informational): \$1,220,684.07

**Meeting and Date:** City Council – September 27, 2016

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

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** None – Informational

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

**Submitted by:** Amy Simmons Finance  
Name Department

#### Agenda Item Notes:

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DATE: 09/02/16  
 TIME: 14:08:42  
 PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
 CHECK REGISTER

CHECK DATE: 09/06/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
524038	R0001728	CHRIS PETERSON					
	20160149-BUILD		09/02/16	01	761 GREENFIELD BUILD PROGRAM	51-000-24-00-2445	6,000.00
				02	761 GREENFIELD BUILD PROGRAM	52-000-24-00-2445	4,000.00
						INVOICE TOTAL:	10,000.00 *
						CHECK TOTAL:	10,000.00
524039	R0001729	DANIEL DEL TORO					
	20160181-BUILD		08/19/16	01	2667 EMERALD LN BUILD PROGRAM	23-000-24-00-2445	300.00
				02	2667 EMERALD LN BUILD PROGRAM	25-000-24-21-2445	380.00
				03	2667 EMERALD LN BUILD PROGRAM	51-000-24-00-2445	5,320.00
				04	2667 EMERALD LN BUILD PROGRAM	52-000-24-00-2445	4,000.00
						INVOICE TOTAL:	10,000.00 *
						CHECK TOTAL:	10,000.00
						TOTAL AMOUNT PAID:	20,000.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

DATE: 09/15/16  
 TIME: 15:55:57  
 ID: AP225000.CBL

UNITED CITY OF YORKVILLE  
 MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900035	FNBO	FIRST NATIONAL BANK OMAHA			09/25/16		
	0292516-R.MIKOLASEK	08/31/16	01	INVESTIGATING CHILD ABDUCTIONS		01-210-54-00-5412	200.00
			02	TRAINING		** COMMENT **	
						INVOICE TOTAL:	200.00 *
	092516-A.SIMMONS	08/31/16	01	KEND.PRINT#16-0802-ENVELOPES		01-120-56-00-5610	214.60
			02	KONICA-6/19-7/18 COPIER CHARGE		82-820-54-00-5462	5.90
			03	QUILL-STORAGE BOXES		01-110-56-00-5610	20.99
			04	QUILL-STORAGE BOXES		01-120-56-00-5610	41.98
			05	QUILL-STORAGE BOXES		01-120-56-00-5610	6.36
			06	QUILL-STORAGE BOXES		51-510-56-00-5620	10.76
			07	QUILL-STORAGE BOXES		52-520-56-00-5620	3.87
			08	KONE-JULY ELEVATOR MAINTENANCE		23-216-54-00-5446	145.00
			09	KONICA-7/10-8/09 COPIER LEASE		01-110-54-00-5430	266.95
			10	KONICA-7/10-8/09 COPIER LEASE		01-120-54-00-5430	88.98
			11	KONICA-7/10-8/09 COPIER LEASE		01-220-54-00-5430	70.23
			12	KONICA-7/10-8/09 COPIER LEASE		01-210-54-00-5430	269.89
			13	KONICA-7/10-8/09 COPIER LEASE		01-410-54-00-5462	1.94
			14	KONICA-7/10-8/09 COPIER LEASE		51-510-54-00-5462	1.94
			15	KONICA-7/10-8/09 COPIER LEASE		52-520-54-00-5462	1.94
			16	KONICA-7/10-8/09 COPIER LEASE		79-790-54-00-5462	18.20
			17	KONICA-7/10-8/09 COPIER LEASE		79-795-54-00-5462	18.19
						INVOICE TOTAL:	1,187.72 *
	092516-B.OLSEM	08/31/16	01	WAREHOUSE DIRECT-COPY PAPER		01-110-56-00-5610	349.20
						INVOICE TOTAL:	349.20 *
	092516-B.OLSON	08/31/16	01	CENSUS DATA SALES INTERFACE		01-110-54-00-5462	200.00
			02	IML CONFERENCE REGISTRATION		01-110-54-00-5412	2,645.00
			03	FOR 9 PEOPLE		** COMMENT **	
			04	AMAZON-LENOVO DOCK, MONITOR		01-640-54-00-5450	271.83
						INVOICE TOTAL:	3,116.83 *
	092516-B.REISINGER	08/31/16	01	PESOLA-GRAPHIC DESIGN CHARGES		79-795-56-00-5602	112.50
			02	ARAMARK#1590570327-UNIFORMS		79-790-56-00-5600	44.93
			03	ARAMARK#1590579226-UNIFORMS		79-790-56-00-5600	44.93
			04	ARAMARK#1590588122-UNIFORMS		79-790-56-00-5600	44.93
			05	TRUGREEN-PARKS GROUND CARE		79-790-54-00-5495	2,493.00
			06	TRUGREEN-CITY GROUNDS CARE		23-216-54-00-5446	221.00
			07	GROUND EFFECT#344202-STRAW		79-790-56-00-5640	24.75
			08	BLANKET		** COMMENT **	
			09	ARE REST-JULY PORT-O-LETS		79-795-56-00-5620	1,062.00
			10	NRPA CONFERENCE-REMUS		79-795-54-00-5412	409.00
			11	NRPA CONFERENCE-SLEEZER		79-790-54-00-5412	509.00
			12	NRPA CONFERENCE-EVANS		79-790-54-00-5412	509.00
			13	COMCAST-7/29-8/28 PHONE, CABLE		79-790-54-00-5440	183.35

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900035	FNBO	FIRST NATIONAL BANK OMAHA			09/25/16		
	092516-B.REISINGER	08/31/16	14	COMCAST-7/29-8/28 INTERNET		79-790-54-00-5440	7.32
			15	COMCAST-7/29-8/28 INTERNET		79-795-54-00-5440	7.32
			16	COMCAST-7/29-8/28 INTERNET		01-110-54-00-5440	5.33
			17	COMCAST-7/29-8/28 INTERNET		01-220-54-00-5440	4.00
			18	COMCAST-7/29-8/28 INTERNET		01-120-54-00-5440	5.33
			19	COMCAST-7/29-8/28 INTERNET		01-210-54-00-5440	34.62
			20	COMCAST-7/29-8/28 INTERNET		52-520-54-00-5440	4.00
			21	COMCAST-7/29-8/28 INTERNET		51-510-54-00-5440	6.65
			22	COMCAST-7/29-8/28 INTERNET		01-410-54-00-5440	5.33
			23	AT&T UVERSE-6/24-7/23 TOWN SQ		79-795-54-00-5440	52.00
			24	PARK SIGN		** COMMENT **	
			25	CERTIFIED MAILING		79-795-54-00-5452	4.45
			26	IPROMOTEU-200 GLASSES		79-795-56-00-5602	313.26
			27	JACKSON HIRSH-LAMINATING SHEET		79-795-56-00-5602	89.15
			28	SOURCE ONE-ENVELOPES, CLIPS,		79-795-56-00-5610	95.91
			29	STAPLES		** COMMENT **	
				INVOICE TOTAL:			6,293.06 *
	092516-B.WEBER	08/31/16	01	CARROLL CONSTRUCTION-GROUT		01-410-56-00-5620	150.40
				INVOICE TOTAL:			150.40 *
	092516-E.DHUSE	08/31/16	01	NAPA#145061-LAMP		01-410-56-00-5628	6.67
			02	FIELD ENVIO-RKI, RKI SENSOR		51-510-54-00-5445	598.43
			03	ARAMARK#1590570325-UNIFORMS		01-410-56-00-5600	62.76
			04	ARAMARK#1590570325-UNIFORMS		51-510-56-00-5600	62.76
			05	ARAMARK#1590570325-UNIFORMS		52-520-56-00-5600	31.36
			06	ARAMARK#1590561341-UNIFORMS		01-410-56-00-5600	62.76
			07	ARAMARK#1590561341-UNIFORMS		51-510-56-00-5600	62.76
			08	ARAMARK#1590561341-UNIFORMS		52-520-56-00-5600	31.36
			09	ARAMARK#1590579224-UNIFORMS		01-410-56-00-5600	63.26
			10	ARAMARK#1590579224-UNIFORMS		51-510-56-00-5600	63.26
			11	ARAMARK#1590579224-UNIFORMS		52-520-56-00-5600	31.64
			12	ARAMARK#1590588120-UNIFORMS		01-410-56-00-5600	62.76
			13	ARAMARK#1590588120-UNIFORMS		51-510-56-00-5600	62.76
			14	ARAMARK#1590588120-UNIFORMS		52-520-56-00-5600	31.36
			15	ARAMARK#1590597152-UNIFORMS		51-510-56-00-5600	62.24
			16	ARAMARK#1590597152-UNIFORMS		01-410-56-00-5600	62.24
			17	ARAMARK#1590597152-UNIFORMS		52-520-56-00-5600	31.12
			18	NAPA#145794-SPARK PLUG		01-410-56-00-5628	2.38
			19	NAPA#146236-OIL FILTER, BLADES		01-410-56-00-5628	50.22
			20	ITRON#419118-AUG HOSTING		51-510-54-00-5462	533.73
			21	SERVICES		** COMMENT **	
			22	NAPA#146839-OIL		51-510-56-00-5628	7.99
			23	NAPA#147142-AIR FILTER, OIL,		52-520-56-00-5628	41.06
			24	TIRE SEAL		** COMMENT **	

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900035	FNBO	FIRST NATIONAL BANK OMAHA			09/25/16		
	092516-E.DHUSE	08/31/16	25	NAPA#147175-OIL		01-410-56-00-5620	23.97
			26	NAPA#147301-BLUE DEF		52-520-56-00-5628	19.98
			27	FIELD ENVIO-RKI SENSOR, RKI		51-510-54-00-5445	525.00
			28	NAPA#147691-WIPER BLADES		01-410-56-00-5628	18.24
			29	NAPA#147679-WHEEL BOLTS		01-410-56-00-5640	4.90
			30	NAPA#147677-WHEEL BOLTS, HUB		01-410-56-00-5640	17.60
			31	NUTS		** COMMENT **	
			32	NANP#147685-RETURN CREDIT FOR		01-410-56-00-5640	-16.15
			33	WHEEL BOLTS		** COMMENT **	
						INVOICE TOTAL:	2,618.42 *
	092516-J.DYON	08/31/16	01	TARGET-SPONGES, SOAP		01-110-56-00-5610	13.01
			02	SAMS-NAPKINS, KLEENEX, WIPES,		01-110-56-00-5610	63.80
			03	COFFEE FILTERS		** COMMENT **	
			04	REFRIGERATOR WATER FILTER		01-110-56-00-5610	42.49
						INVOICE TOTAL:	119.30 *
	092516-J.ENGBERG	08/31/16	01	OFFICE MAX-LAPTOP CASE		01-220-56-00-5610	43.29
			02	ARC GIS LICENSE FOR COMPUTER		01-220-56-00-5635	1,500.00
						INVOICE TOTAL:	1,543.29 *
	092516-J.SLEEZER	08/31/16	01	HOME DEPO-PRESSURE WASHER		01-410-56-00-5630	109.67
			02	HOME DEPO-PRESSURE WASHER		51-510-56-00-5630	109.66
			03	HOME DEPO-PRESSURE WASHER		52-520-56-00-5630	109.67
						INVOICE TOTAL:	329.00 *
	092516-J.WEISS	08/31/16	01	OFFICE MAX-LAMINATING		82-820-56-00-5610	35.88
			02	TARGET-CANDY		82-820-56-00-5671	15.77
			03	TARGET-STORYTIME SUPPLIES		82-820-56-00-5671	121.66
						INVOICE TOTAL:	173.31 *
	092516-K.BARKSDALE	08/31/16	01	KONE-AUG ELEVATOR MAINTENANCE		23-216-54-00-5446	145.00
			02	KONE-7/12/16 ELEVATOR REPAIR		23-216-54-00-5446	399.66
			03	APA MEMBERSHIP RENEWAL		01-220-54-00-5460	708.00
			04	ADOBE-CREATIVE CLOUD 1 YEAR		01-220-56-00-5635	53.11
			05	LICENSE		** COMMENT **	
						INVOICE TOTAL:	1,305.77 *
	092516-K.LAWRENTZ	08/31/16	01	GAS VALVE		23-216-56-00-5656	146.06
						INVOICE TOTAL:	146.06 *
	092516-L.HILT	08/31/16	01	DAVE AUTO#24416-OIL CHANGE &		01-210-54-00-5495	109.00
			02	ROTATE TIRES		** COMMENT **	
			03	GALLS-2 UNIFORM SHIRTS		01-210-56-00-5600	85.67
			04	DAVE AUTO#24434-SQUAD REPAIR		01-210-54-00-5495	205.00

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900035	FNBO	FIRST NATIONAL BANK OMAHA			09/25/16		
	092516-L.HILT	08/31/16	05	DAVE AUTO#24438-OIL CHANGE		01-210-54-00-5495	89.00
			06	VERIZON-07/02-08/01 IN SQUAD		01-210-54-00-5440	418.28
			07	UNITS		** COMMENT **	
			08	BRITE-COMUTERS FOR NEW SQUADS		25-205-60-00-6070	5,177.57
			09	DAVE AUTO#24570-SQUAD REPAIR		01-210-54-00-5495	223.00
			10	DAVE AUTO#24575-SQUAD REPAIR		01-210-54-00-5495	55.00
			11	DAVE AUTO#24586-OIL CHANGE		01-210-54-00-5495	78.00
			12	STEVENS-UNIFORM EMBROIDERY		01-210-56-00-5600	110.00
			13	PRO-VISION-VIDEO SYSTEMS FOR		25-205-60-00-6070	9,421.97
			14	NEW SQUADS		** COMMENT **	
			15	HANDHELD RADIO BATTERIES		01-210-56-00-5620	194.09
			16	DAVE AUTO#24598-SQAUD REPAIR		01-210-54-00-5495	40.00
			17	JIFFY LUBE#78-OIL CHANGE		01-210-54-00-5495	70.80
			18	JIFFY LUBE#74-OIL CHANGE		01-210-54-00-5495	60.52
			19	JIFFY LUBE#7-OIL CHANGE		01-210-54-00-5495	57.57
				INVOICE TOTAL:			16,395.47 *
	092516-M.PFISTER	08/31/16	01	DELL-NEW COMPUTERS, MONITORS		84-840-56-00-5635	6,956.20
			02	AMAZON-BOOK		84-840-56-00-5686	16.23
				INVOICE TOTAL:			6,972.43 *
	092516-M.SENG	08/31/16	01	NORTHERN TOOL-GAS CANS		01-410-56-00-5620	66.53
				INVOICE TOTAL:			66.53 *
	092516-N.DECKER	08/31/16	01	NAPA#145109-WIPER BLADES		01-210-56-00-5620	22.98
			02	AMAZON-UNDERARMOUR HIKE BOOTS,		01-210-56-00-5600	239.94
			03	MERRELL HIKING BOOTS FOR HART		** COMMENT **	
			04	& KLINGEL		** COMMENT **	
			05	ACCURRINT-JULY SEARCHES		01-210-54-00-5462	50.00
			06	MINER ELEC#261055-RADAR REPAIR		01-210-54-00-5495	95.00
			07	MINER ELEC#261003-CHANGED		01-210-54-00-5495	95.00
			08	CAMERA SETTING		** COMMENT **	
			09	MINER ELEC#261001-WIFI REPAIR		01-210-54-00-5495	47.50
			10	MINER ELEC#260679-CAMERA		01-210-54-00-5495	95.00
			11	REPAIR		** COMMENT **	
			12	AT&T-07/25-08/24 SERVICE		01-210-54-00-5440	132.37
			13	COMCAST-08/08-09/07 CABLE		01-210-54-00-5440	4.27
			14	BRITE-EQUIPMENT FOR NEW		25-205-60-00-6070	6,129.85
			15	VEHICLES		** COMMENT **	
				INVOICE TOTAL:			6,911.91 *
	092516-R.FREDRICKSON	08/31/16	01	COMCAST-7/24-8/23 INTERNET		01-110-54-00-5440	45.29
			02	COMCAST-7/24-8/23 INTERNET		01-220-54-00-5440	33.97
			03	COMCAST-7/24-8/23 INTERNET		01-120-54-00-5440	45.29
			04	COMCAST-7/24-8/23 INTERNET		79-790-54-00-5440	62.28

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900035	FNBO	FIRST NATIONAL BANK OMAHA			09/25/16		
	092516-R.FREDRICKSON	08/31/16	05	COMCAST-7/24-8/23 INTERNET		01-210-54-00-5440	294.41
			06	COMCAST-7/24-8/23 INTERNET		79-795-54-00-5440	62.28
			07	COMCAST-7/24-8/23 INTERNET		52-520-54-00-5440	33.97
			08	COMCAST-7/24-8/23 INTERNET		01-410-54-00-5440	45.29
			09	COMCAST-7/24-8/23 INTERNET		51-510-54-00-5440	161.47
			10	COMCAST-07/10-09/10 INTERNET,		82-820-54-00-5440	464.24
			11	PHONE & CABLE		** COMMENT **	
			12	NEOPOST-RED INK CARTRIDGE		01-120-56-00-5610	135.99
			13	IGFOA-DEBT INSTITUTE SEMINAR		01-120-54-00-5412	150.00
			14	VERIZON-JULY 2016 CELL PHONES		01-220-54-00-5440	287.49
			15	VERIZON-JULY 2016 CELL PHONES		01-210-54-00-5440	628.72
			16	VERIZON-JULY 2016 CELL PHONES		79-795-54-00-5440	55.40
			17	VERIZON-JULY 2016 CELL PHONES		51-510-54-00-5440	365.93
			18	VERIZON-JULY 2016 CELL PHONES		01-410-54-00-5440	115.75
			19	VERIZON-JULY 2016 CELL PHONES		52-520-54-00-5440	-2.74
			20	NEWTEK-08/11-09/11 WEB HOSTING		01-640-54-00-5450	15.95
			21	TRIBUNE-PUBLIC HEARINGS,		01-110-54-00-5426	1,736.95
			22	ORDINANCES, NOTICE OF INTENTS		** COMMENT **	
			23	TRIBUNE-RIBS ON RIVER AD		79-795-54-00-5426	240.00
			24	TRIBUNE-PREVAILING WAGE RATES		01-110-54-00-5426	65.07
			25	TRIBUNE-COMPRHENSIVE PLAN		01-220-54-00-5426	192.80
			26	TRIBUNE-STAGECOACH CROSSING		23-230-60-00-6017	93.36
			27	GFOA-BETTER BUDGETING WEBINAR		01-120-54-00-5412	70.00
			28	ETHICS & ACCOUNTABILITY IN		01-120-54-00-5412	145.00
			29	LOCAL GOVERNMENT FINANCE		** COMMENT **	
			30	SEMINAR REGISTRATION		** COMMENT **	
			31	AURORA UNIVERSITY-GOLDSMITH		01-210-54-00-5410	3,400.00
			32	FALL TUITION		** COMMENT **	
						INVOICE TOTAL:	8,944.16 *
	092516-R.HARMON	08/31/16	01	MARSHALLS-CHAIR		79-795-56-00-5606	49.99
			02	OFFICE MAX-SEPT PRESCHOOL		79-795-56-00-5606	42.68
			03	SUPPLIES		** COMMENT **	
			04	DISCOUNT SCHOOL SUPPLIES-		79-795-56-00-5606	199.40
			05	PRESCHOOL START UP SUPPLIES		** COMMENT **	
			06	AMAZON-PENCILS, DISINFECTANT,		79-795-56-00-5606	57.47
			07	POPCORN		** COMMENT **	
			08	CHALKBOARD-TEACHING AIDS		79-795-56-00-5606	60.50
			09	REALLY GOOD STUFF-TEACHING		79-795-56-00-5606	168.78
			10	AIDS		** COMMENT **	
			11	DOLLAR TREE-HTD BABY CONTEST		79-795-56-00-5602	12.00
			12	PRIZES		** COMMENT **	
			13	SCHOLASTIC-BOOKS		79-795-56-00-5606	39.99
			14	AMAZON-NAME TAG LABELS		79-795-56-00-5606	8.99
			15	AMAZON-SEPT PRESCHOOL SUPPLIES		79-795-56-00-5606	47.83

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900035	FNBO	FIRST NATIONAL BANK OMAHA			09/25/16		
	092516-R.HARMON	08/31/16	16	AMAZON-HTD BABY CONTEST BIBS		79-795-56-00-5602	6.67
			17	LAKESHORE-SENSORY NOODLES,		79-795-56-00-5606	140.55
			18	SORTING BOX, MAGNETIC GEARS		** COMMENT **	
						INVOICE TOTAL:	834.85 *
	092516-R.WRIGHT	08/31/16	01	SHAW MEDIA-PRESCHOOL ASSIST AD		79-795-54-00-5426	605.00
			02	SHAW MEDIA-PUBLIC HEARING		01-220-54-00-5426	127.80
			03	RUSH-DRUG SCREENING		51-510-54-00-5462	40.00
			04	RUSH-DRUG SCREENING		01-220-54-00-5462	40.00
			05	EMERGING LOCAL GOVT LEADERS		01-110-54-00-5412	36.87
			06	NETWORK FOR ADMIN INTERN		** COMMENT **	
						INVOICE TOTAL:	849.67 *
	092516-S.AUGUSTINE	08/31/16	01	TARGET-GIFTCARDS		82-000-24-00-2480	100.00
						INVOICE TOTAL:	100.00 *
	092516-S.IWANSKI	08/31/16	01	STANDARD BUSINESS CARDS		82-820-56-00-5610	26.26
						INVOICE TOTAL:	26.26 *
	092516-S.SLEEZER	08/31/16	01	DEMPSEY-ALTERNATOR		79-790-56-00-5640	295.50
						INVOICE TOTAL:	295.50 *
	092516-T.HOULE	08/31/16	01	ALL PURPOSE MIXING CONTAINERS		79-790-56-00-5620	60.80
						INVOICE TOTAL:	60.80 *
	092516-T.KONEN	08/31/16	01	HOME DEPO-WASP/HORNET KILLER		51-510-56-00-5638	11.91
			02	MID AMER TECH-REPAIRED RD4000-		51-510-54-00-5495	320.00
			03	REPLACED KEYPAD		** COMMENT **	
			04	GRAINGER-HONEYWELL CHARTS		51-510-56-00-5638	340.00
			05	FCC LICENSE RENEWAL		51-510-54-00-5462	100.00
			06	AMAZON-PHONE CASE		51-510-56-00-5630	18.06
						INVOICE TOTAL:	789.97 *
	092516-T.NELSON	08/31/16	01	SOCCER REFEREE JERSEYS		79-795-56-00-5606	71.63
			02	FREEMANS-BAIT		79-795-56-00-5606	8.75
			03	WALMART-NEEDLES, WHISTLES		79-795-56-00-5606	19.18
						INVOICE TOTAL:	99.56 *
	092516-T.SOELKE	08/31/16	01	HOME DEPO-TPE MEASURE		52-520-56-00-5610	28.13
			02	AIR COPRESSOR REPAIR PARTS		23-216-56-00-5656	91.85
						INVOICE TOTAL:	119.98 *
	092516-UCOY	08/31/16	01	ADVANCED DISPOSAL-JULY REFUSE		01-540-54-00-5442	104,539.13
			02	ADVANCED DISPOSAL-JULY SENIOR		01-540-54-00-5441	2,741.20
			03	REFUSE		** COMMENT **	

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	092516-UCOY	08/31/16	04	ADVANCED DISPOSAL-JULY SENIOR		01-540-54-00-5441	153.92
			05	CIRCUIT BREAKER REFUSE		** COMMENT **	
						INVOICE TOTAL:	107,434.25 *
						CHECK TOTAL:	167,433.70
						TOTAL AMOUNT PAID:	167,433.70



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522202	ACCURATE	ACCURATE REPRO INC.					
	0000117344		08/30/16	01	SCANNING RESIDENTIAL DOCUMENTS	01-220-54-00-5462	4,631.75
				02	TO PORTABLE HARD DRIVE	** COMMENT **	
						INVOICE TOTAL:	4,631.75 *
	0000117345		08/30/16	01	SCANNING OF COMMERCIAL	01-220-54-00-5462	7,684.87
				02	DOCUMENTS TO PORTABLE HARD	** COMMENT **	
				03	DRIVE	** COMMENT **	
						INVOICE TOTAL:	7,684.87 *
						CHECK TOTAL:	12,316.62
522203	ACTION	ACTION GRAPHIX LTD					
	1091		06/21/16	01	DECAL	79-790-56-00-5620	25.00
						INVOICE TOTAL:	25.00 *
						CHECK TOTAL:	25.00
522204	ADVAAUTO	ADVANCED AUTOMATION & CONTROLS					
	16-2519		09/08/16	01	WELL 4 STARTER TROUBLESHOOTING	51-510-54-00-5445	1,100.00
						INVOICE TOTAL:	1,100.00 *
						CHECK TOTAL:	1,100.00
522205	ATT	AT&T					
	6305536805-0816		08/25/16	01	07/26-08/25 SERVICE	51-510-54-00-5440	208.88
						INVOICE TOTAL:	208.88 *
						CHECK TOTAL:	208.88
522206	BCBS	BLUE CROSS BLUE SHIELD					
	090816		09/08/16	01	OCT 2016 HEALTH INS	01-110-52-00-5216	7,296.71

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01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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522206	BCBS	BLUE CROSS BLUE SHIELD					
	090816		09/08/16	02	OCT 2016 HEALTH INS	01-120-52-00-5216	1,940.44
				03	OCT 2016 HEALTH INS	01-210-52-00-5216	51,612.60
				04	OCT 2016 HEALTH INS	01-220-52-00-5216	5,710.82
				05	OCT 2016 HEALTH INS	01-410-52-00-5216	10,660.16
				06	OCT 2016 HEALTH INS	01-640-52-00-5240	7,579.80
				07	OCT 2016 HEALTH INS	79-790-52-00-5216	10,080.34
				08	OCT 2016 HEALTH INS	79-795-52-00-5216	7,145.06
				09	OCT 2016 HEALTH INS	51-510-52-00-5216	10,663.78
				10	OCT 2016 HEALTH INS	52-520-52-00-5216	3,869.63
				11	OCT 2016 HEALTH INS	82-820-52-00-5216	5,785.96
					INVOICE TOTAL:		122,345.30 *
					CHECK TOTAL:		122,345.30
522207	BSNSPORT	BSN/PASSON'S/GSC/CONLIN SPORTS					
	98182682		08/26/16	01	SOCCER TEES	79-795-56-00-5606	597.25
					INVOICE TOTAL:		597.25 *
					CHECK TOTAL:		597.25
522208	CALLONE	UNITED COMMUNICATION SYSTEMS					
	1010-7980-0000-0916		09/15/16	01	AUG 2016 ADMIN LINES	01-110-54-00-5440	379.53
				02	AUG 2016 CITY HALL NORTEL	01-110-54-00-5440	141.38
				03	AUG 2016 CITY HALL NORTEL	01-210-54-00-5440	141.38
				04	AUG 2016 CITY HALL NORTEL	51-510-54-00-5440	141.38
				05	AUG 2016 POLICE LINES	01-210-54-00-5440	891.49
				06	AUG 2016 CITY HALL FIRE	01-210-54-00-5440	143.75
				07	AUG 2016 CITY HALL FIRE	01-110-54-00-5440	143.75
				08	AUG 2016 PUBLIC WORKS LINES	51-510-54-00-5440	1,582.43
				09	AUG 2016 TRAFFIC SIGNAL	01-410-54-00-5435	48.63
				10	MAINTENANCE	** COMMENT **	
				11	AUG 2016 PARKS LINES	79-790-54-00-5440	53.11

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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522208	CALLONE	UNITED COMMUNICATION SYSTEMS						
		1010-7980-0000-0916	09/15/16	12	AUG 2016 RECREATION LINES	79-795-54-00-5440	184.30	
						INVOICE TOTAL:	3,851.13 *	
						CHECK TOTAL:	3,851.13	
522209	CAMBRIA	CAMBRIA SALES COMPANY INC.						
		37982	09/07/16	01	PAPER TOWEL	52-520-56-00-5620	59.38	
						INVOICE TOTAL:	59.38 *	
						CHECK TOTAL:	59.38	
522210	CARGILL	CARGILL, INC						
		2902972108	08/29/16	01	BULK ROCK SALT	51-510-56-00-5638	3,037.10	
						INVOICE TOTAL:	3,037.10 *	
						CHECK TOTAL:	3,037.10	
522211	CNASURET	CNA SURETY						
		15220118N-090916	09/09/16	01	NOTARY PUBLIC RENEWAL-	01-210-54-00-5462	30.00	
				02	JELENIEWSKI	** COMMENT **		
						INVOICE TOTAL:	30.00 *	
		15220122N-090916	09/09/16	01	NOTARY PUBLIC RENEWAL-HILT	01-210-54-00-5462	30.00	
						INVOICE TOTAL:	30.00 *	
		15220125N-090916	09/09/16	01	NOTARY PUBLIC RENEWAL-KOLOWSKI	01-210-54-00-5462	30.00	
						INVOICE TOTAL:	30.00 *	
		15220126N-090916	09/09/16	01	NOTARY PUBLIC RENEWAL-MCMAHON	01-210-54-00-5462	30.00	
						INVOICE TOTAL:	30.00 *	
		15220130N-090916	09/09/16	01	NOTARY PUBLIC RENEWAL-HAYES	01-210-54-00-5462	30.00	
						INVOICE TOTAL:	30.00 *	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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522211	CNASURET	CNA SURETY					
		15220134N-090916	09/09/16	01	NOTARY PUBLIC RENEWAL-	01-210-54-00-5462	30.00
				02	KETCHMARK	** COMMENT **	
						INVOICE TOTAL:	30.00 *
		15220142N-090916	09/09/16	01	NOTARY PUBLIC RENEWAL-TKLINGEL	01-210-54-00-5462	30.00
						INVOICE TOTAL:	30.00 *
		15220152N-090916	09/09/16	01	NOTARY PUBLIC RENEWAL-SKLINGEL	01-210-54-00-5462	30.00
						INVOICE TOTAL:	30.00 *
		15220158N-090916	09/09/16	01	NOTARY PUBLIC RENEWAL-HELLAND	01-210-54-00-5462	30.00
						INVOICE TOTAL:	30.00 *
		15220165N-090916	09/09/16	01	NOTARY PUBLIC RENEWAL-HART	01-210-54-00-5462	30.00
						INVOICE TOTAL:	30.00 *
		15220168N-090916	09/09/16	01	NOTARY PUBLIC RENEWAL-	01-210-54-00-5462	30.00
				02	MIKOLASEK	** COMMENT **	
						INVOICE TOTAL:	30.00 *
		15220172N-090916	09/09/16	01	NOTARY PUBLIC RENEWAL-	01-210-54-00-5462	30.00
				02	GOLDSMITH	** COMMENT **	
						INVOICE TOTAL:	30.00 *
		15220176N-090916	09/09/16	01	NOTARY PUBLIC RENEWAL-PRESNAK	01-210-54-00-5462	30.00
						INVOICE TOTAL:	30.00 *
		15220180N-090916	09/09/16	01	NOTARY PUBLIC RENEWAL-MOTT	01-210-54-00-5462	30.00
						INVOICE TOTAL:	30.00 *
		15220182N-090916	09/09/16	01	NOTARY PUBLIC RENEWAL-HUNTER	01-210-54-00-5462	30.00
						INVOICE TOTAL:	30.00 *
		15220272N-090916	09/09/16	01	NOTARY PUBLIC RENEWAL-	01-210-54-00-5462	30.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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522211	CNASURET	CNA SURETY					
	15220272N-090916		09/09/16	02	PFIZENMAIER	** COMMENT **	
						INVOICE TOTAL:	30.00 *
	15220280N-090916		09/09/16	01	NOTARY PUBLIC RENEWAL	01-210-54-00-5462	30.00
						INVOICE TOTAL:	30.00 *
	15220287N-090916		09/09/16	01	NOTARY PUBLIC RENEWAL-DILLON	01-210-54-00-5462	30.00
						INVOICE TOTAL:	30.00 *
	15223635N-090916		09/09/16	01	NOTARY PUBLIC RENEWAL-CARLYLE	01-210-54-00-5462	30.00
						INVOICE TOTAL:	30.00 *
	15224225N-090916		09/09/16	01	NOTARY PUBLIC RENEWAL-PLECKHAM	01-210-54-00-5462	30.00
						INVOICE TOTAL:	30.00 *
						CHECK TOTAL:	600.00
522212	COMED	COMMONWEALTH EDISON					
	0185079109-0816		08/30/16	01	08/01-08/30 420 FAIRHAVEN	52-520-54-00-5480	110.60
						INVOICE TOTAL:	110.60 *
						CHECK TOTAL:	110.60
522213	COMED	COMMONWEALTH EDISON					
	0435113116-0816		09/01/16	01	08/03-08/31 BEECHER RD LIGHT	15-155-54-00-5482	47.94
						INVOICE TOTAL:	47.94 *
						CHECK TOTAL:	47.94
522214	COMED	COMMONWEALTH EDISON					
	0663112230-0816		08/30/16	01	08/01-08/29 103 1/2 BEAVER ST	51-510-54-00-5480	49.03
						INVOICE TOTAL:	49.03 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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522214	COMED	COMMONWEALTH EDISON					
	0908014004-0816		08/30/16	01	08/02-08/30 6780 RT47	51-510-54-00-5480	35.51
						INVOICE TOTAL:	35.51 *
						CHECK TOTAL:	84.54
522215	COMED	COMMONWEALTH EDISON					
	0966038077-0816		08/29/16	01	07/29-08/29 456 KENNEDY RD	15-155-54-00-5482	59.54
				02	07/29-08/29 456 KENNEDY RD	01-410-54-00-5482	1.94
						INVOICE TOTAL:	61.48 *
						CHECK TOTAL:	61.48
522216	COMED	COMMONWEALTH EDISON					
	1407125045-0817		08/31/16	01	08/02-08/31 FOXHILL 7 LIFT	52-520-54-00-5480	67.22
						INVOICE TOTAL:	67.22 *
	2019099044-0816		09/02/16	01	07/15-08/12 BRIDGE WELL	51-510-54-00-5480	58.63
						INVOICE TOTAL:	58.63 *
						CHECK TOTAL:	125.85
522217	COMED	COMMONWEALTH EDISON					
	2947052031-0816		08/29/16	01	08/01-08/29 RIVER ST	15-155-54-00-5482	139.58
						INVOICE TOTAL:	139.58 *
						CHECK TOTAL:	139.58
522218	COMED	COMMONWEALTH EDISON					
	4085080033-0816		08/29/16	01	07/28-08/29 1991 CANNONBALL TR	51-510-54-00-5480	146.53
						INVOICE TOTAL:	146.53 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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522218	COMED	COMMONWEALTH EDISON					
		4449087016-0816	09/02/16	01	07/27-08/30 MISC LIFT STATIONS	52-520-54-00-5480	614.25
						INVOICE TOTAL:	614.25 *
		4475093053-0816	08/30/16	01	08/01-0830 610 TOWER LN	51-510-54-00-5480	178.72
						INVOICE TOTAL:	178.72 *
						CHECK TOTAL:	939.50
522219	COMED	COMMONWEALTH EDISON					
		6819027011-0816	09/01/16	01	07/29-08/30 PR BUILDINGS	79-795-54-00-5480	344.96
						INVOICE TOTAL:	344.96 *
						CHECK TOTAL:	344.96
522220	COMED	COMMONWEALTH EDISON					
		7090039005-0816	09/08/16	01	08/09-09/08 CANNONBALL & RT34	15-155-54-00-5482	18.72
						INVOICE TOTAL:	18.72 *
						CHECK TOTAL:	18.72
522221	CONSTELL	CONSTELLATION NEW ENERGY					
		0034744581	08/30/16	01	07/28-08/25 610 TOWER WELLS	51-510-54-00-5480	2,605.58
						INVOICE TOTAL:	2,605.58 *
		0034744622	08/30/16	01	07/27-08/24 2921 BRISTOL RIDGE	51-510-54-00-5480	7,731.55
						INVOICE TOTAL:	7,731.55 *
		0034744703	08/30/16	01	07/29-08/25 2224 TREMONT	51-510-54-00-5480	4,101.62
						INVOICE TOTAL:	4,101.62 *
		0034828033	09/02/16	01	08/02-08/29 1 W ALLEY	51-510-54-00-5480	875.66
						INVOICE TOTAL:	875.66 *
						CHECK TOTAL:	15,314.41

01-110 FOX HILL SSA	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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522222	DEARNATI	DEARBORN NATIONAL						
	091216		09/12/16	01	OCT 2016 LIFE INS	01-110-52-00-5222	82.40	
				02	OCT 2016 LIFE INS	01-110-52-00-5236	18.56	
				03	OCT 2016 LIFE INS	01-120-52-00-5222	27.84	
				04	OCT 2016 LIFE INS	01-210-52-00-5222	598.83	
				05	OCT 2016 LIFE INS	01-220-52-00-5222	41.94	
				06	OCT 2016 LIFE INS	01-410-52-00-5222	135.90	
				07	OCT 2016 LIFE INS	79-790-52-00-5222	87.45	
				08	OCT 2016 LIFE INS	79-795-52-00-5222	74.12	
				09	OCT 2016 LIFE INS	51-510-52-00-5222	79.29	
				10	OCT 2016 LIFE INS	52-520-52-00-5222	74.13	
				11	OCT 2016 LIFE INS	82-820-52-00-5222	33.60	
					INVOICE TOTAL:		1,254.06 *	
					CHECK TOTAL:		1,254.06	
522223	DYNEGY	DYNEGY ENERGY SERVICES						
	102389416091		09/01/16	01	08/02-08/29 1 COUNTRYSIDE PKWY	15-155-54-00-5482	110.37	
				02	08/02-08/29 1 COUNTRYSIDE PKWY	01-410-54-00-5482	11.84	
					INVOICE TOTAL:		122.21 *	
					CHECK TOTAL:		122.21	
522224	E EI	ENGINEERING ENTERPRISES, INC.						
	60332-3		08/31/16	01	MILL STREET LAFO	23-230-60-00-6025	10,659.01	
					INVOICE TOTAL:		10,659.01 *	
	60339-9		08/31/16	01	RT47 STREETLIGHT & STREETScape	23-230-60-00-6048	693.06	
					INVOICE TOTAL:		693.06 *	
	60340		08/31/16	01	GAME FARM/SOMONAUk IMPROVEMENT	23-230-60-00-6073	585.00	
					INVOICE TOTAL:		585.00 *	
	60341		08/31/16	01	STAGECOACH CROSSING	01-640-54-00-5465	112.00	
					INVOICE TOTAL:		112.00 *	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
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522224	EEI	ENGINEERING ENTERPRISES, INC.						
	60342		08/31/16	01	GRANDE RESERVE - AVANTI	01-640-54-00-5465	10,025.75	
						INVOICE TOTAL:	10,025.75 *	
	60343		08/31/16	01	PRESTWICK	01-640-54-00-5465	799.00	
						INVOICE TOTAL:	799.00 *	
	60344		08/31/16	01	CALEDONIA	01-640-54-00-5465	176.25	
						INVOICE TOTAL:	176.25 *	
	60345		08/31/16	01	BRISTOL BAY, UNIT 3	01-640-54-00-5465	741.00	
						INVOICE TOTAL:	741.00 *	
	60346		08/31/16	01	RT71 SANITARY SEWER & WATER	51-510-60-00-6066	2,226.25	
				02	MAIN REPLACEMENT	** COMMENT **		
						INVOICE TOTAL:	2,226.25 *	
	60347		08/31/16	01	MISC GIS MAPPING	01-640-54-00-5465	1,300.00	
						INVOICE TOTAL:	1,300.00 *	
	60348		08/31/16	01	GRANDE RESERVE - PARK A	72-720-60-00-6046	2,173.75	
						INVOICE TOTAL:	2,173.75 *	
	60349		08/31/16	01	RT34 IMPROVEMENTS	01-640-54-00-5465	1,572.50	
						INVOICE TOTAL:	1,572.50 *	
	60351		08/31/16	01	WATER WORKS SYSTEM MASTER PLAN	51-510-54-00-5465	591.25	
						INVOICE TOTAL:	591.25 *	
	60352		08/31/16	01	COUNTRYSIDE STREET & WATER	01-640-54-00-5465	350.00	
				02	MAIN IMPROVEMENTS-DRIVEWAY	** COMMENT **		
				03	APRON PROGRAM	** COMMENT **		
				04	COUNTRYSIDE STREET & WATER	51-510-60-00-6082	28,437.70	
				05	MAIN IMPROVEMENTS	** COMMENT **		
				06	COUNTRYSIDE STREET & WATER	23-230-60-00-6082	17,429.55	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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522224	EEI	ENGINEERING ENTERPRISES, INC.						
	60352		08/31/16	07	MAIN IMPROVEMENTS	** COMMENT ** INVOICE TOTAL:	46,217.25 *	
	60353		08/31/16	01	RIDGE STREET WATER MAIN	51-510-60-00-6025	280.50	
				02	IMPROVEMENT	** COMMENT **		
				03	RIDGE STREET WATER MAIN	52-520-60-00-6025	33.00	
				04	IMPROVEMENT	** COMMENT **		
				05	RIDGE STREET WATER MAIN	23-230-60-00-6025	16.50	
				06	IMPROVEMENT	** COMMENT **		
						INVOICE TOTAL:	330.00 *	
	60354		08/31/16	01	FOUNTAINVIEW SUBDIVISION -	90-083-83-00-0111	829.25	
				02	LOTS 1 & 2	** COMMENT **		
						INVOICE TOTAL:	829.25 *	
	60355		08/31/16	01	LOT 19 YORKVILLE BUSINESS PARK	90-082-82-00-0111	708.75	
				02	UNIT 3 SITE IMPROVEMENTS	** COMMENT **		
						INVOICE TOTAL:	708.75 *	
	60356		08/31/16	01	2016 ROAD PROGRAM	23-230-60-00-6025	17,996.00	
						INVOICE TOTAL:	17,996.00 *	
	60357		08/31/16	01	APPLETREE CT & CHURCH ST WATER	51-510-60-00-6025	5,969.50	
				02	MAIN REPLACEMENT	** COMMENT **		
						INVOICE TOTAL:	5,969.50 *	
	60358		08/31/16	01	2016 SANITARY SEWER LINING	52-520-60-00-6025	122.50	
						INVOICE TOTAL:	122.50 *	
	60359		08/31/16	01	CITY OF YORKVILLE - GENERAL	01-640-54-00-5465	2,057.00	
						INVOICE TOTAL:	2,057.00 *	
	60360		08/31/16	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465	1,900.00	
						INVOICE TOTAL:	1,900.00 *	
						CHECK TOTAL:	107,785.07	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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522225	EEI	ENGINEERING ENTERPRISES, INC.					
	60361		08/31/16	01	BLACKBERRY WOODS-COMPLETION	23-230-60-00-6014	4,620.00
				02	OF IMPROVEMENTS	** COMMENT **	
					INVOICE TOTAL:		4,620.00 *
					CHECK TOTAL:		4,620.00
522226	EEI	ENGINEERING ENTERPRISES, INC.					
	60362		08/31/16	01	104 BEAVER ST SITE IMPROVEMENT	90-097-97-00-0111	507.75
					INVOICE TOTAL:		507.75 *
	60364		08/31/16	01	NPDES MS4 2016 ANNUAL REPORT	01-640-54-00-5465	81.50
				02	AND PERMIT UPDATE	** COMMENT **	
					INVOICE TOTAL:		81.50 *
					CHECK TOTAL:		589.25
522227	EEI	ENGINEERING ENTERPRISES, INC.					
	60365		08/31/16	01	STAGECOACH CROSSING -	23-230-60-00-6017	1,529.00
				02	COMPLETION OF IMPROVEMENTS	** COMMENT **	
					INVOICE TOTAL:		1,529.00 *
					CHECK TOTAL:		1,529.00
522228	EEI	ENGINEERING ENTERPRISES, INC.					
	60366		08/31/16	01	BRISTOL BAY 65 - ALTA	79-795-54-00-5462	1,467.50
					INVOICE TOTAL:		1,467.50 *
	60367		08/31/16	01	WRIGLEY ACCESS DR & RT47	23-230-60-00-6009	1,010.13
				02	IMPROVEMENTS	** COMMENT **	
					INVOICE TOTAL:		1,010.13 *
	60368		08/31/16	01	WELL #3 REHABILITATION	51-510-60-00-6022	231.25
					INVOICE TOTAL:		231.25 *
					CHECK TOTAL:		2,708.88

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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522229	EJEQUIP	EJ EQUIPMENT					
	E00154		09/08/16	01	BULLDOG ANTIBLAST	52-520-56-00-5640	3,204.00
						INVOICE TOTAL:	3,204.00 *
	P02964		08/31/16	01	KANAFLEX HOSE	52-520-56-00-5628	204.88
						INVOICE TOTAL:	204.88 *
						CHECK TOTAL:	3,408.88
522230	FIRST	FIRST PLACE RENTAL					
	276167-2		08/26/16	01	SCARIFIER RENTAL	79-790-54-00-5485	127.19
						INVOICE TOTAL:	127.19 *
						CHECK TOTAL:	127.19
522231	FLATSOS	RAQUEL HERRERA					
	2374		07/25/16	01	STRAIGHT RIB	79-790-54-00-5495	25.00
						INVOICE TOTAL:	25.00 *
						CHECK TOTAL:	25.00
522232	FOURSEAS	4 SEASONS LANDSCAPING PLUS					
	6307U		09/12/16	01	CONCRETE BLOCKS	23-216-56-00-5656	1,290.00
						INVOICE TOTAL:	1,290.00 *
						CHECK TOTAL:	1,290.00
522233	GARDKOCH	GARDINER KOCH & WEISBERG					
	H-2364C-120562		09/01/16	01	KIMBALL HILL I MATTERS	01-640-54-00-5461	3,874.00
						INVOICE TOTAL:	3,874.00 *
	H-3181C-120559		09/01/16	01	GENERAL CITY LEGAL MATTERS	01-640-54-00-5461	160.00
						INVOICE TOTAL:	160.00 *

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522233	GARDKOCH	GARDINER KOCH & WEISBERG					
	H-3525C-120561		09/01/16	01	KIMBALL HILL II UNIT 4 MATTERS	01-640-54-00-5461	780.00
						INVOICE TOTAL:	780.00 *
	H-3548C-120564		09/01/16	01	WALKER HOMES MATTER	01-640-54-00-5461	320.00
						INVOICE TOTAL:	320.00 *
	H-3617C-120563		09/01/16	01	ROB ROY RAYMOND MATTER	01-640-54-00-5461	120.00
						INVOICE TOTAL:	120.00 *
	H-3995C-120565		09/01/16	01	YMCA MATTER	01-640-54-00-5461	20.00
						INVOICE TOTAL:	20.00 *
						CHECK TOTAL:	5,274.00
522234	HARRIS	HARRIS COMPUTER SYSTEMS					
	MN00003214		09/09/16	01	CASH REGISTER CC & UB BILLING	01-120-54-00-5462	250.00
				02	MAINTENANCE 1/2016-12/2016	** COMMENT **	
						INVOICE TOTAL:	250.00 *
						CHECK TOTAL:	250.00
522235	HAWKINS	HAWKINS INC					
	3947260		09/06/16	01	CHEMICALS	51-510-56-00-5638	738.33
						INVOICE TOTAL:	738.33 *
						CHECK TOTAL:	738.33
522236	HINCKLEY	G.C. NEHRING					
	18116		08/30/16	01	MANHOLE SPACER RINGS, MANHOLE	52-520-56-00-5640	110.00
				02	JOINT SEALANT	** COMMENT **	
						INVOICE TOTAL:	110.00 *
						CHECK TOTAL:	110.00

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522237	HOMEDEPO	HOME DEPOT					
	090216		09/02/16	01	STRAIGHT PLUG	79-790-56-00-5620	17.36
						INVOICE TOTAL:	17.36 *
						CHECK TOTAL:	17.36
522238	ILLIQUOR	ILLINOIS LIQUOR CONTROL					
	071816		07/18/16	01	FY16 GRANT PROCEEDS - TOBACCO	01-000-41-00-4170	300.00
				02	ENFORCEMENT NOT USED BY DATE	** COMMENT **	
				03	REQUIRED	** COMMENT **	
						INVOICE TOTAL:	300.00 *
						CHECK TOTAL:	300.00
522239	ILPD4811	ILLINOIS STATE POLICE					
	083116		08/31/16	01	BACKGROUND CHECKS	01-110-54-00-5462	59.50
				02	BACKGROUND CHECKS	51-510-54-00-5462	29.75
				03	BACKGROUND CHECKS	79-795-54-00-5462	59.50
						INVOICE TOTAL:	148.75 *
						CHECK TOTAL:	148.75
522240	IMAGEPLU	IMAGE PLUS					
	32187		09/20/16	01	11 STAFF PULLOVERS	79-795-56-00-5602	298.00
						INVOICE TOTAL:	298.00 *
						CHECK TOTAL:	298.00
522241	IMPERINV	IMPERIAL INVESTMENTS					
	JULY 2016-REBATE		09/13/16	01	JULY 2016 BUSINESS DIST REBATE	01-000-24-00-2488	670.21
						INVOICE TOTAL:	670.21 *
						CHECK TOTAL:	670.21

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522242	ITHALJ	JOHN ITHAL					
	090816		09/08/16	01	REFEREE	79-795-54-00-5462	54.00
						INVOICE TOTAL:	54.00 *
						CHECK TOTAL:	54.00
522243	JIMSTRCK	JIM'S TRUCK INSPECTION LLC					
	162610		07/29/16	01	TRUCK INSPECTION	79-790-54-00-5495	30.00
						INVOICE TOTAL:	30.00 *
						CHECK TOTAL:	30.00
522244	JOHNSOIL	JOHNSON OIL COMPANY IL					
	1328289		09/01/16	01	AUGUST 2016 GASOLINE	01-210-56-00-5695	162.54
						INVOICE TOTAL:	162.54 *
						CHECK TOTAL:	162.54
522245	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE					
	AUG-KENDALL		09/12/16	01	KENDALL COUNTY FTA BOND FEE	01-000-24-00-2412	140.00
				02	REIMBURSEMENT	** COMMENT **	
						INVOICE TOTAL:	140.00 *
						CHECK TOTAL:	140.00
522246	KENDCROS	KENDALL CROSSING, LLC					
	AMU REBATE 08/16		09/16/16	01	AUG 2016 AMUSEMENT TAX REBATE	01-640-54-00-5439	5,555.91
						INVOICE TOTAL:	5,555.91 *
	BD REBATE 07/16		09/13/16	01	JULY 2016 BUSINESS DIST TAX	01-000-24-00-2487	1,294.87
				02	REBATE	** COMMENT **	
						INVOICE TOTAL:	1,294.87 *
						CHECK TOTAL:	6,850.78

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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522247	KENDEDC	KENDALL COUNTY					
	16-10		08/30/16	01	ILLINOIS COMMERCIAL EXCHANGE	01-220-54-00-5486	334.00
				02	PROPERTY SEARCH	** COMMENT **	
					INVOICE TOTAL:		334.00 *
					CHECK TOTAL:		334.00
522248	KENPRINT	ANNETTE M. POWELL					
	2209		09/01/16	01	2,000 PAYROLL VOUCHERS	01-210-54-00-5430	276.95
					INVOICE TOTAL:		276.95 *
	2214		09/09/16	01	NOTARY STAMP	01-210-56-00-5620	31.90
					INVOICE TOTAL:		31.90 *
	2221		09/14/16	01	500 BUSINESS CARDS-WILLRETT	01-110-56-00-5610	62.50
					INVOICE TOTAL:		62.50 *
					CHECK TOTAL:		371.35
522249	KONICA	KONICA MINOLTA					
	29133061		09/11/16	01	09/01-10/01 COPIER LEASE	01-110-54-00-5485	175.19
				02	09/01-10/01 COPIER LEASE	01-120-54-00-5485	140.15
				03	09/01-10/01 COPIER LEASE	01-220-54-00-5485	260.98
				04	09/01-10/01 COPIER LEASE	01-210-54-00-5485	366.84
				05	09/01-10/01 COPIER LEASE	01-410-54-00-5485	35.29
				06	09/01-10/01 COPIER LEASE	51-510-54-00-5485	35.29
				07	09/01-10/01 COPIER LEASE	52-520-54-00-5485	35.29
				08	09/01-10/01 COPIER LEASE	79-790-54-00-5485	130.49
				09	09/01-10/01 COPIER LEASE	79-795-54-00-5485	130.48
					INVOICE TOTAL:		1,310.00 *
					CHECK TOTAL:		1,310.00
522250	LAKOTA	THE LAKOTA GROUP, INC					

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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522250	LAKOTA	THE LAKOTA GROUP, INC					
	14026-10		08/25/16	01	04/2016-07/2016 PROFESSIONAL	01-220-54-00-5462	9,196.97
				02	FEEES AND EXPENSES	** COMMENT **	
					INVOICE TOTAL:		9,196.97 *
					CHECK TOTAL:		9,196.97
522251	LANEMUCH	LANER, MUCHIN, DOMBROW, BECKER					
	499744		09/01/16	01	GENERAL PERSONEL MATTERS	01-640-54-00-5463	720.00
					INVOICE TOTAL:		720.00 *
					CHECK TOTAL:		720.00
522252	LAWLESSM	MATTHEW J. LAWLESS					
	091016		09/10/16	01	REFEREE	79-795-54-00-5462	105.00
					INVOICE TOTAL:		105.00 *
					CHECK TOTAL:		105.00
522253	LINDHOLJ	JACOB LINDHOLM					
	090616		09/06/16	01	REFEREE	79-795-54-00-5462	100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
522254	MENLAND	MENARDS - YORKVILLE					
	55153		08/22/16	01	WASP & HORNET KILLER	79-790-56-00-5620	9.64
					INVOICE TOTAL:		9.64 *
	55265		08/23/16	01	NIPPLE, HAND SOAP	52-520-56-00-5620	12.97
					INVOICE TOTAL:		12.97 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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522254	MENLAND	MENARDS - YORKVILLE					
	55341		08/24/16	01	BLACK PIPE	52-520-56-00-5640	21.86
						INVOICE TOTAL:	21.86 *
	55344		08/24/16	01	VENOM NITRILE, CLEANER, GLADE	79-790-56-00-5620	70.88
				02	REFILLS	** COMMENT **	
						INVOICE TOTAL:	70.88 *
	55507		08/26/16	01	DEGREASER, TOILET CLEANER,	52-520-56-00-5620	26.44
				02	LYSOL, GARBAGE BAGS	** COMMENT **	
						INVOICE TOTAL:	26.44 *
	55530		08/26/16	01	ANGLE GRINDER, DIAMOND CUP	79-790-56-00-5630	70.95
				02	WHEEL, BLADE	** COMMENT **	
						INVOICE TOTAL:	70.95 *
						CHECK TOTAL:	212.74
522255	MENLAND	MENARDS - YORKVILLE					
	55780-16		08/29/16	01	MARKING PAINT, GARBAGE BAGS	79-795-56-00-5602	87.32
						INVOICE TOTAL:	87.32 *
						CHECK TOTAL:	87.32
522256	MENLAND	MENARDS - YORKVILLE					
	55813		08/29/16	01	EXTENSION SPRING	79-790-56-00-5620	2.69
						INVOICE TOTAL:	2.69 *
	55878		08/30/16	01	SAW BLADE, POWERBIT, SCREWS	79-790-56-00-5620	45.34
						INVOICE TOTAL:	45.34 *
	56092		09/02/16	01	ROPE	79-795-56-00-5602	71.88
						INVOICE TOTAL:	71.88 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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522256	MENLAND	MENARDS - YORKVILLE					
	56119		09/02/16	01	ROPE	79-795-56-00-5602	35.94
						INVOICE TOTAL:	35.94 *
	56649-16		09/08/16	01	LUMBER	79-790-56-00-5620	8.20
						INVOICE TOTAL:	8.20 *
	56735		09/09/16	01	DRAIN VALVE	79-795-56-00-5640	5.99
						INVOICE TOTAL:	5.99 *
	56744		09/09/16	01	DRAIN VALVE	79-795-56-00-5640	5.79
						INVOICE TOTAL:	5.79 *
	57009-16		09/12/16	01	DIP & WASH BRUSH	01-210-56-00-5620	19.92
						INVOICE TOTAL:	19.92 *
						CHECK TOTAL:	195.75
522257	MIDWASH	NATIONAL WASH AUTHORITY					
	4992		09/09/16	01	CLEAN WATER TOWER	51-510-54-00-5445	5,200.00
						INVOICE TOTAL:	5,200.00 *
						CHECK TOTAL:	5,200.00
522258	MILLERRO	ROBERT MILLER					
	090816		09/08/16	01	REFEREE	79-795-54-00-5462	72.00
						INVOICE TOTAL:	72.00 *
						CHECK TOTAL:	72.00
522259	MORRICKB	BRUCE MORRICK					
	091016		09/10/16	01	REFEREE	79-795-54-00-5462	100.00
						INVOICE TOTAL:	100.00 *
						CHECK TOTAL:	100.00

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01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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522260	NARVICK	NARVICK BROS. LUMBER CO, INC					
	52294		08/15/16	01	4000 PSI	01-410-56-00-5640	296.25
						INVOICE TOTAL:	296.25 *
	52346		08/18/16	01	3000 AE, FIBER MESH	79-790-56-00-5640	252.00
						INVOICE TOTAL:	252.00 *
						CHECK TOTAL:	548.25
522261	NEENAH	NEENAH FOUNDRY CO.					
	185938		08/31/16	01	FRAME	52-520-56-00-5640	184.00
						INVOICE TOTAL:	184.00 *
						CHECK TOTAL:	184.00
522262	NEOPOST	NEOFUNDS BY NEOPOST					
	091616		09/14/16	01	POSTAGE METER REFILL	01-000-14-00-1410	500.00
						INVOICE TOTAL:	500.00 *
						CHECK TOTAL:	500.00
522263	NICOR	NICOR GAS					
	00-41-22-8748 4-0816		08/31/16	01	08/02-08/31 1107 PRAIRIE LN	01-110-54-00-5480	32.98
						INVOICE TOTAL:	32.98 *
	15-41-50-1000 6-0816		09/01/16	01	08/02-08/31 804 GAME FARM RD	01-110-54-00-5480	114.15
						INVOICE TOTAL:	114.15 *
	15-64-61-3532 5-0816		09/01/16	01	08/03-09/01 1991 CANNONBALL TR	01-110-54-00-5480	27.25
						INVOICE TOTAL:	27.25 *
	20-52-56-2042 1-0816		08/29/16	01	07/29-08/29 420 FAIRHAVEN	01-110-54-00-5480	81.95
						INVOICE TOTAL:	81.95 *

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01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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522263	NICOR	NICOR GAS					
	23-45-91-4862	5-0816	09/01/16	01	08/04-09/01 101 BRUELL ST	01-110-54-00-5480	85.97
						INVOICE TOTAL:	85.97 *
	31-61-67-2493	1-0816	09/09/16	01	08/11-09/09 276 WINDHAM CIRCLE	01-110-54-00-5480	25.83
						INVOICE TOTAL:	25.83 *
	46-69-47-6727	1-0816	09/07/16	01	08/08-09/07 1975 BRIDGE ST	01-110-54-00-5480	80.96
						INVOICE TOTAL:	80.96 *
	61-60-41-1000	9-0816	09/02/16	01	08/03-09/01 610 TOWER LN	01-110-54-00-5480	46.22
						INVOICE TOTAL:	46.22 *
	62-37-86-4779	6-0816	09/07/16	01	08/08-09/07 185 WOLF ST	01-110-54-00-5480	5.40
						INVOICE TOTAL:	5.40 *
	66-70-44-6942	9-0716	09/07/16	01	08/08-09/07 1908 RAINTREE	01-110-54-00-5480	84.13
						INVOICE TOTAL:	84.13 *
	80-56-05-1157	0-0816	09/07/16	01	08/08-09/07 2512 ROSEMONT DR	01-110-54-00-5480	34.27
						INVOICE TOTAL:	34.27 *
	83-80-00-1000	7-0816	09/02/16	01	08/03-09/01 610 TOWER UNIT B	01-110-54-00-5480	33.55
						INVOICE TOTAL:	33.55 *
						CHECK TOTAL:	652.66
522264	ORRK	KATHLEEN FIELD ORR & ASSOC.					
	15062		09/06/16	01	MISC ADMIN LEGAL MATTERS	01-640-54-00-5456	9,028.50
				02	BRISTOL BAY MATTERS	01-640-54-00-5456	897.00
				03	DOWNTOWN TIF MATTERS	88-880-54-00-5466	195.00
				04	MEETINGS	01-640-54-00-5456	1,000.00
				05	PARKS LEGAL MATTERS	79-790-54-00-5466	185.25
				06	RAINTREE MATTERS	01-640-54-00-5456	97.50
						INVOICE TOTAL:	11,403.25 *
						CHECK TOTAL:	11,403.25

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01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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522265	PARADISE	PARADISE CAR WASH					
	223295		09/09/16	01	AUG 2016 CAR WASHES	01-210-54-00-5495	52.00
						INVOICE TOTAL:	52.00 *
						CHECK TOTAL:	52.00
522266	PATTEN	PATTEN INDUSTRIES, INC.					
	P53C0146722		08/27/16	01	TIPS, PINS, RETAINER	01-410-56-00-5628	127.86
						INVOICE TOTAL:	127.86 *
						CHECK TOTAL:	127.86
522267	PAWLOWSM	MARK PAWLOWSKI					
	090816		09/08/16	01	REFEREE	79-795-54-00-5462	72.00
						INVOICE TOTAL:	72.00 *
						CHECK TOTAL:	72.00
522268	PFPETT	P.F. PETTIBONE & CO.					
	170595		08/30/16	01	1 PHOTO ID	01-210-56-00-5600	17.00
						INVOICE TOTAL:	17.00 *
						CHECK TOTAL:	17.00
522269	PHENOM	PHENOM GYMNASTICS, INC.					
	FALL TERM 1		08/31/16	01	GYMNASTICS INSTRUCTION	79-795-54-00-5462	1,338.00
						INVOICE TOTAL:	1,338.00 *
						CHECK TOTAL:	1,338.00
522270	R0000474	NEIL BORNEMAN					

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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522270	R0000474	NEIL BORNEMAN					
	090916		09/09/16	01	REFUND LIB & CITY PORTION OF	01-640-54-00-5491	1,286.27
				02	TAXES PER ORDINANCE 2006-105	** COMMENT **	
					INVOICE TOTAL:		1,286.27 *
					CHECK TOTAL:		1,286.27
522271	R0001731	RICHARD JESUIT					
	090816		09/08/16	01	REFUND OVERPAYMENT OF FINAL	01-000-13-00-1371	22.08
				02	BILL FOR ACCT#0107312090-00	** COMMENT **	
					INVOICE TOTAL:		22.08 *
					CHECK TOTAL:		22.08
522272	REINDERS	REINDERS, INC.					
	1648502-00		08/09/16	01	PUMP PISTONS, O-RINGS, SPACER,	79-790-56-00-5640	3,182.26
				02	COUPLER	** COMMENT **	
					INVOICE TOTAL:		3,182.26 *
	1648502-01		08/16/16	01	COUPLER	79-790-56-00-5640	37.27
					INVOICE TOTAL:		37.27 *
	1652704-01		08/30/16	01	LUG NUTS	79-790-56-00-5640	8.87
					INVOICE TOTAL:		8.87 *
					CHECK TOTAL:		3,228.40
522273	RIETZR	ROBERT L. RIETZ JR.					
	090816		09/08/16	01	REFEREE	79-795-54-00-5462	72.00
					INVOICE TOTAL:		72.00 *
					CHECK TOTAL:		72.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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522274	RIVRVIEW	RIVERVIEW FORD					
	FOCS575637		09/09/16	01	REPLACED BATTERY, REPAIRED	79-790-54-00-5495	556.07
				02	COOLANT LEAK	** COMMENT **	
					INVOICE TOTAL:		556.07 *
					CHECK TOTAL:		556.07
522275	ROBBINSL	LOUIS ROBBINS					
	090816		09/08/16	01	REFEREE	79-795-54-00-5462	72.00
					INVOICE TOTAL:		72.00 *
					CHECK TOTAL:		72.00
522276	RUSSPOWE	RUSSO HARDWARE INC.					
	3442807		09/09/16	01	CHECKED MOTOR, TIGHTENED	01-410-56-00-5640	42.50
				02	CLUTCH BOLTS ON LINE TRIMMER	** COMMENT **	
					INVOICE TOTAL:		42.50 *
	3442809		09/09/16	01	OIL, DECK IDLER ARM, BOLTS,	79-790-56-00-5640	96.98
				02	NUTS	** COMMENT **	
					INVOICE TOTAL:		96.98 *
					CHECK TOTAL:		139.48
522277	SAFESUPP	EMERGENT SAFETY SUPPLY					
	1902611022		08/31/16	01	GLOVES	52-520-56-00-5620	107.57
					INVOICE TOTAL:		107.57 *
					CHECK TOTAL:		107.57
522278	SERVICE	SERVICE PRINTING CORPORATION					
	26719		08/09/16	01	2016 FALL CATALOG	79-795-54-00-5426	12,446.58
					INVOICE TOTAL:		12,446.58 *
					CHECK TOTAL:		12,446.58

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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522279	SFBCT	SWFVCTC					
	YV2Q2016		09/14/16	01	40% OF 2ND QTR 2016 CABLE	01-640-54-00-5475	22,330.93
				02	FRANCHISE PYMT OF \$55,827.33	** COMMENT **	
					INVOICE TOTAL:		22,330.93 *
					CHECK TOTAL:		22,330.93
522280	SHARPET	TIMOTHY W. SHARPE					
	090716		09/07/16	01	2016 ACTUARIAL VALUATION	01-120-54-00-5462	2,500.00
					INVOICE TOTAL:		2,500.00 *
					CHECK TOTAL:		2,500.00
522281	SISLERS	SISLER'S ICE, INC.					
	288763		09/01/16	01	ICE	79-795-56-00-5602	425.00
					INVOICE TOTAL:		425.00 *
					CHECK TOTAL:		425.00
522282	SMGCONSU	SMG CONSULTING					
	091316		09/13/16	01	YORKVILLE TOURISM ANALYSIS	01-110-54-00-5462	4,200.00
					INVOICE TOTAL:		4,200.00 *
					CHECK TOTAL:		4,200.00
522283	SOSTECH	SOS TECHNOLOGIES					
	115047		08/30/16	01	20 HEARTSTART SMART PADS	01-210-56-00-5620	840.00
					INVOICE TOTAL:		840.00 *
					CHECK TOTAL:		840.00
522284	SPEEDWAY	SPEEDWAY					

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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522284	SPEEDWAY	SPEEDWAY					
	1001542438-09		09/13/16	01	AUG 2016 GASOLINE	79-790-56-00-5695	1,347.99
				02	AUG 2016 GASOLINE	79-795-56-00-5695	51.58
				03	AUG 2016 GASOLINE	01-210-56-00-5695	4,785.60
				04	AUG 2016 GASOLINE	51-510-56-00-5695	570.52
				05	AUG 2016 GASOLINE	52-520-56-00-5695	570.53
				06	AUG 2016 GASOLINE	01-410-56-00-5695	570.53
				07	AUG 2016 GASOLINE	01-220-56-00-5695	218.63
					INVOICE TOTAL:		8,115.38 *
					CHECK TOTAL:		8,115.38
522285	STAUFARM	STAUDACHER FARMS					
	0000001-16		09/06/16	01	HORSE RIDING LESSONS	79-795-54-00-5462	3,360.00
					INVOICE TOTAL:		3,360.00 *
					CHECK TOTAL:		3,360.00
522286	STRYPES	STRYPES PLUS MORE INC.					
	13508		09/01/16	01	LETTERING ON NEW SQUADS	25-205-60-00-6070	2,850.00
					INVOICE TOTAL:		2,850.00 *
					CHECK TOTAL:		2,850.00
522287	TAPCO	TAPCO					
	I537575		08/24/16	01	STEEL HEX HEAD BOLTS	15-155-56-00-5619	40.61
					INVOICE TOTAL:		40.61 *
					CHECK TOTAL:		40.61
522288	TRINITYC	TRINITY UNITED METHODIST					
	2016HTD		09/12/16	01	HTD MEAL TICKETS	79-795-56-00-5602	165.00
					INVOICE TOTAL:		165.00 *
					CHECK TOTAL:		165.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

DATE: 09/20/16  
 TIME: 08:24:06  
 PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
 CHECK REGISTER

CHECK DATE: 09/27/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
522289	TROTTER	TROTTER & ASSOCIATES, INC					
	12597		08/31/16	01	WHISPERING MEADOWS - UNIT 1	01-640-54-00-5461	1,284.00
						INVOICE TOTAL:	1,284.00 *
	12598		08/31/16	01	WHISPERING MEADOWS - UNIT 2	01-640-54-00-5461	1,284.00
						INVOICE TOTAL:	1,284.00 *
	12599		08/31/16	01	WHISPERING MEADOWS - UNIT 4	01-640-54-00-5461	1,242.50
						INVOICE TOTAL:	1,242.50 *
						CHECK TOTAL:	3,810.50
522290	UPSSTORE	MICHAEL J. KENIG					
	090816		09/08/16	01	1 PKG SHIPPED	51-510-54-00-5452	18.93
						INVOICE TOTAL:	18.93 *
	090816-ADMIN		09/08/16	01	1 PKG TO KFO	01-110-54-00-5452	28.78
						INVOICE TOTAL:	28.78 *
						CHECK TOTAL:	47.71
522291	VITOSH	CHRISTINE M. VITOSH					
	CMV1804		09/01/16	01	PUBLIC HEARING ON PROPOSED	01-110-54-00-5462	291.90
				02	UPDATE TO COMP PLAN	** COMMENT **	
						INVOICE TOTAL:	291.90 *
						CHECK TOTAL:	291.90
522292	WAREHOUS	WAREHOUSE DIRECT					
	3174522-0		08/25/16	01	PAPER	01-220-56-00-5610	22.41
						INVOICE TOTAL:	22.41 *
						CHECK TOTAL:	22.41

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

DATE: 09/20/16  
 TIME: 08:24:06  
 PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
 CHECK REGISTER

CHECK DATE: 09/27/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
522293	WEEKSB	WILLIAM WEEKS					
	091316		09/13/16	01	REFEREE	79-795-54-00-5462	100.00
						INVOICE TOTAL:	100.00 *
						CHECK TOTAL:	100.00
522294	WIREWIZ	WIRE WIZARD OF ILLINOIS, INC					
	25231		09/01/16	01	OCT - DEC ALARM MONITORING	52-520-54-00-5462	138.00
						INVOICE TOTAL:	138.00 *
						CHECK TOTAL:	138.00
522295	WTRPRD	WATER PRODUCTS, INC.					
	0268699		08/31/16	01	BRASS FITTINGS	51-510-56-00-5640	112.01
						INVOICE TOTAL:	112.01 *
						CHECK TOTAL:	112.01
522296	YBSD	YORKVILLE BRISTOL					
	0551-012841324		09/06/16	01	AUG 2016 TRANSPORT & TIPPING	51-510-54-00-5445	7,021.73
						INVOICE TOTAL:	7,021.73 *
						CHECK TOTAL:	7,021.73
522297	YBSD	YORKVILLE BRISTOL					
	083116SF		09/13/16	01	AUG 2016 SANITARY FEES	95-000-24-00-2450	312,117.29
						INVOICE TOTAL:	312,117.29 *
						CHECK TOTAL:	312,117.29
522298	YORKACE	YORKVILLE ACE & RADIO SHACK					

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

DATE: 09/20/16  
 TIME: 08:24:06  
 PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
 CHECK REGISTER

CHECK DATE: 09/27/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
522298	YORKACE	YORKVILLE	ACE & RADIO SHACK				
	160939		09/08/16	01	CHAIN LOOP	79-790-56-00-5640	22.99
						INVOICE TOTAL:	22.99 *
	160965		09/12/16	01	BATTERIES	52-520-56-00-5620	8.99
						INVOICE TOTAL:	8.99 *
						CHECK TOTAL:	31.98
522299	YORKMOW	YORKVILLE	MOWING & LANDSCAPING				
	456		09/06/16	01	WEED EATING & DEBRIS REMOVAL	11-111-54-00-5495	357.05
				02	WEED EATING & DEBRIS REMOVAL	12-112-54-00-5495	407.50
						INVOICE TOTAL:	764.55 *
						CHECK TOTAL:	764.55
522300	YOUNGM	MARLYS J. YOUNG					
	081616		09/04/16	01	AUG 16 PW COMMITTEE MEETING	01-110-54-00-5462	57.50
				02	MINUTES	** COMMENT **	
						INVOICE TOTAL:	57.50 *
	081716		09/10/16	01	08/17 ADMIN MEETING MINUTES	01-110-54-00-5462	56.75
						INVOICE TOTAL:	56.75 *
						CHECK TOTAL:	114.25
						TOTAL AMOUNT PAID:	720,061.60

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

DATE: 09/06/16  
 TIME: 11:41:22  
 PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
 CHECK REGISTER

CHECK DATE: 09/06/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
524160	DRSSKINN	DRS SKINNERS AMUSEMENTS INC.						
	2016 HTD		09/06/16	01	2016 HTD CARNIVAL	79-795-56-00-5602	37,757.60	
						INVOICE TOTAL:	37,757.60 *	
						CHECK TOTAL:	37,757.60	
						TOTAL AMOUNT PAID:	37,757.60	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

DATE: 09/12/16  
 TIME: 08:51:07  
 PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
 CHECK REGISTER

CHECK DATE: 09/12/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
524161	R0001730	JOHN & MELANIE SCHUSTER						
	20160263-BUILD	09/07/16	01	877 N	CARLY CR BUILD PROGRAM	25-000-24-21-2445	680.00	
			02	877 N	CARLY CR BUILD PROGRAM	51-000-24-00-2445	5,320.00	
			03	877 N	CARLY CR BUILD PROGRAM	52-000-24-00-2445	4,000.00	
					INVOICE TOTAL:		10,000.00 *	
					CHECK TOTAL:		10,000.00	
					TOTAL AMOUNT PAID:		10,000.00	

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01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

DATE: 09/16/16  
 TIME: 10:08:50  
 PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
 CHECK REGISTER

CHECK DATE: 09/16/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
522200	R0001732	ROCCO & MARCELLE MALASPINA						
	20160182-BUILD	08/19/16	01	2669	LILAC WAY BUILD PROGRAM	23-000-24-00-2445	300.00	
			02	2669	LILAC WAY BUILD PROGRAM	25-000-24-21-2445	380.00	
			03	2669	LILAC WAY BUILD PROGRAM	51-000-24-00-2445	5,320.00	
			04	2669	LILAC WAY BUILD PROGRAM	52-000-24-00-2445	4,000.00	
					INVOICE TOTAL:		10,000.00 *	
					CHECK TOTAL:		10,000.00	
					TOTAL AMOUNT PAID:		10,000.00	

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01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

DATE: 09/19/16  
 TIME: 10:19:48  
 ID: AP225000.CBL

UNITED CITY OF YORKVILLE  
 MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131092	KCR	KENDALL COUNTY RECORDER'S			09/16/16		
	192593	09/16/16	01	1 NEW UTILITY LIEN		51-510-54-00-5448	49.00
			02	RELEASE 3 UTILITY LIENS		51-510-54-00-5448	147.00
						INVOICE TOTAL:	196.00 *
						CHECK TOTAL:	196.00
						TOTAL AMOUNT PAID:	196.00

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01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

DATE: 09/20/16  
 TIME: 08:03:56  
 PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
 CHECK REGISTER

CHECK DATE: 09/21/16

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
522201	R0001733	MICHAEL T. PARCHMAN					
	20160006-BUILD		09/13/16	01	781 KENTSHIRE DR BUILD PROGRAM	23-000-24-00-2445	3,599.60
				02	781 KENTSHIRE DR BUILD PROGRAM	25-000-24-20-2445	300.00
				03	781 KENTSHIRE DR BUILD PROGRAM	25-000-24-21-2445	900.00
				04	781 KENTSHIRE DR BUILD PROGRAM	42-000-24-00-2445	50.00
				05	781 KENTSHIRE DR BUILD PROGRAM	51-000-24-00-2445	870.00
					INVOICE TOTAL:		5,719.60 *
					CHECK TOTAL:		5,719.60
					TOTAL AMOUNT PAID:		5,719.60

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	



## UNITED CITY OF YORKVILLE PAYROLL SUMMARY September 9, 2016

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	\$ 14,694.73	\$ -	14,694.73	\$ 1,509.33	\$ 1,039.95	\$ 17,244.01
FINANCE	8,628.44	-	8,628.44	949.09	667.58	\$ 10,245.11
POLICE	99,981.06	1,239.15	101,220.21	561.89	7,417.28	\$ 109,199.38
COMMUNITY DEV.	13,942.67	-	13,942.67	1,345.30	1,018.16	\$ 16,306.13
STREETS	12,901.29	-	12,901.29	1,371.40	946.41	\$ 15,219.10
WATER	15,188.84	576.08	15,764.92	1,675.81	1,145.14	\$ 18,585.87
SEWER	8,020.19	-	8,020.19	868.49	609.68	\$ 9,498.36
PARKS	17,256.40	86.92	17,343.32	1,730.01	1,286.66	\$ 20,359.99
RECREATION	12,006.31	-	12,006.31	1,133.63	882.97	\$ 14,022.91
LIBRARY	16,002.51	-	16,002.51	855.55	1,196.65	\$ 18,054.71
<b>TOTALS</b>		\$ 1,902.15	\$ 220,524.59	\$ 12,000.50	\$ 16,210.48	\$ 248,735.57
<b>TOTAL PAYROLL</b>						<b>\$ 248,735.57</b>



## UNITED CITY OF YORKVILLE

### BILL LIST SUMMARY

Tuesday, September 27, 2016

#### ACCOUNTS PAYABLE

	<u>DATE</u>	
Manual BUILD Check Register ( <i>Page 1</i> )	09/06/2016	20,000.00
City MasterCard Bill Register ( <i>Pages 2 - 8</i> )	09/25/2016	167,433.70
City Check Register ( <i>Pages 9 - 37</i> )	09/27/2016	720,841.60
	<b>SUB-TOTAL:</b>	<b>\$908,275.30</b>

#### OTHER PAYABLES

Manual Check #524160 - DRS Skinner Amusements. Inc. ( <i>Page 38</i> )	09/06/2016	37,757.60
Manual Check #524161 - Schuster BUILD Check ( <i>Page 39</i> )	09/12/2016	10,000.00
Manual Check #524161 - Malaspina BUILD Check ( <i>Page 40</i> )	09/16/2016	10,000.00
Clerk's Check #131092- Kendall County Recorder ( <i>Page 41</i> )	09/16/2016	196.00
Manual Check #522201 - Parchman BUILD Check ( <i>Page 42</i> )	09/21/2016	5,719.60
	<b>SUB-TOTAL:</b>	<b>\$63,673.20</b>

#### PAYROLL

Bi - Weekly ( <i>Page 43</i> )	09/09/2016	248,735.57
	<b>SUB-TOTAL:</b>	<b>\$248,735.57</b>

**TOTAL DISBURSEMENTS: \$1,220,684.07**



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

Agenda Item Number

Mayor #1

Tracking Number

CC 2016-54

### Agenda Item Summary Memo

**Title:** Proclamation for Yorkville Library Mini Golf FUN Raiser Day

**Meeting and Date:** City Council – September 27, 2016

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

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** None

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

**Submitted by:** Mayor Gary J. Golinski

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](http://www.facebook.com/CityofYorkville), tweet us at @CityofYorkville, and/or contact any of your elected officials at [http://www.yorkville.il.us/gov\\_officials.php](http://www.yorkville.il.us/gov_officials.php)*

# UNITED CITY OF YORKVILLE

## *Proclamation*

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

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

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

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

**WHEREAS**, the Friends of the Yorkville Public Library will be holding a Mini Golf FUN Raiser on Sunday, January 29, 2017 from 11:00 a.m. to 4:00 p.m. in the Yorkville Public Library.

**NOW, THEREFORE**, I, Gary J. Golinski, Mayor of the United City of Yorkville, do hereby proclaim Sunday, January 29, 2017 as the “Yorkville Library Mini Golf FUN Raiser Day” in the United City of Yorkville and encourage all residents to support the Yorkville Public Library by participating in this FUN raiser day.

Dated this 27<sup>th</sup> day of September, 2016, A.D.

---

Gary J. Golinski, Mayor



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

Agenda Item Number

Mayor #2

Tracking Number

CC 2016-55

### Agenda Item Summary Memo

**Title:** Proclamation for Constitution Week

**Meeting and Date:** City Council – September 27, 2016

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

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** None

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

**Submitted by:** Mayor Gary J. Golinski

Name

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](http://www.facebook.com/CityofYorkville), tweet us at @CityofYorkville, and/or contact any of your elected officials at [http://www.yorkville.il.us/gov\\_officials.php](http://www.yorkville.il.us/gov_officials.php)*

# UNITED CITY OF YORKVILLE

## *Proclamation*

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2016, marks the two hundred twenty-ninth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, Gary J. Golinski, by virtue of the authority vested in me as Mayor of the United City of Yorkville, do hereby proclaim the week of September 17 through 23 as

### **CONSTITUTION WEEK**

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

Dated this 27<sup>th</sup> day of September, 2016.

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Gary J. Golinski, Mayor



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

Agenda Item Number

ADM #1

Tracking Number

ADM 2016-63

### Agenda Item Summary Memo

**Title:** Home Rule Policy and Plan

**Meeting and Date:** City Council – September 27, 2016

**Synopsis:** See attached memo.

#### Council Action Previously Taken:

Date of Action: ADM – 09/21/16 Action Taken: Moved forward to CC agenda

Item Number: ADM 2016-63

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Bart Olson  
Name

Administration  
Department

#### Agenda Item Notes:

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: September 12, 2016  
Subject: Home Rule Policy and Plan

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## **Summary**

A resolution proposing restrictions on City authority, contingent upon citizen approval of home rule status.

## **Background**

This item was last discussed by the Administration Committee at the August meeting. At that meeting, the Committee reviewed the home rule policy of the City of Woodstock and directed staff to come back with a similar resolution in Yorkville's format. That draft resolution is attached. Upon review of the Woodstock policy, both Attorney Orr and I felt that their sections 4 and 5 were not necessary to include within Yorkville's resolution. Both involved clarifying that the resolution could be repealed at anytime, which is an inherent characteristic of every resolution approved by any City Council and does not need to be stated explicitly.

At the August meeting, the Committee also reviewed a list of 8 items that the City would "do" should the referendum be approved by the residents. That list is in the attached memo from last meeting. Of note, the City's bond rating with Fitch has changed since last month (upgrade) and the bond rating press release referenced the home rule referendum question. As stated last month, with a positive recommendation from the Committee on these items and formal endorsement by City Council, we would communicate these 8 items to the public through the methods outlined below.

## **Referendum Information**

Per Illinois law, the City can not use City resources to advocate for or against any referendum question. Accordingly, any outreach must be done on a neutral basis. I propose the following, leading up to the November 8<sup>th</sup> general election:

- 1) Press release announcing the question and public forums
- 2) Public Forums held Tuesday, October 11 at 530pm and Tuesday, October 25 at 530pm.
  - a. Public forum would consist of a 5-10 minute presentation by staff on history of home rule, potential uses and abuses of home rule, then open questions from residents until 7pm (when City Council starts)

- 3) Social media posts highlighting public forum information, with invitations for live Q&A throughout the month of October
- 4) Water bill mailer on home rule authority at the end of October (sample for the Clerks/Treasurer referendum attached)

**Recommendation**

Staff recommends approval of the home rule policy resolution and endorsement of the eight home rule items.

**A RESOLUTION REGARDING HOME RULE POWERS**

**WHEREAS**, Article VII, Section 6(a), of the Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is home rule unit and as such may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt (collectively, “Home Rule Powers”); and,

**WHEREAS**, non-home rule municipalities may elect by referendum to become a home rule municipality; and,

**WHEREAS**, the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois (the “City”) have determined that its citizens should be given the opportunity to consider becoming a home rule community through a binding referendum but only on the condition that the Mayor and City Council agree to exercise any one of the Home Rule Powers with care and caution and only after residents have had the opportunity to express their views; and,

**WHEREAS**, in the event the referendum is approved by a majority of the voters in the City, the Mayor and City Council agrees to pledge to exercise any of the Home Rule Powers only to the extent deemed necessary with a view to the long term impact upon the community and with specific limitations on the power to tax and the power to incur debt, all as hereinafter set forth.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, hereby approve that the following policies in the event the United City of Yorkville becomes a home rule municipality:

1. Prior to adoption of any ordinance establishing a new tax or increasing an existing tax that is not authorized under the provisions of the Illinois Municipal Code (65 ILCS 5/1-1-1 set seq.) for municipalities that are not home rule units of government, the Mayor and City Council shall be required to take the following steps:
  - a. Schedule a public hearing on the proposed tax to give all taxpayers an opportunity to express their opinions;
  - b. No less than fourteen (14) days before such public hearing, the City shall publish a notice of the hearing in at least one newspaper having general circulation in the City, will post the notice on the City's website, and will ensure the notice is available for review at City Hall; and,
  - c. The notice of the public hearing shall inform the public of the date, time and location of the public hearing and shall state the purpose and intended use of the tax to be established or increased.
2. Any final property tax levy of the City shall not contain an increase that exceeds the Property Tax Extension Limited Law (PTELL) found in the Illinois Compiled Statutes (35 ILCS 200/18-185 through 35 ILCS 200/18-245), provided; however, that the City Council may deem, in its sole discretion, that an emergency financial condition exists, in which case, this Section 2 would not apply during such emergency period. Any tax adjustments instituted in order to address any such

emergency would thereafter be included within the determination of the base tax levy subject to applicable future PTELL limitations.

- 3. The City will not issue any debt that will cause the City to exceed the debt limitation of 8.625% of the Equalized Assessed Value (EAV) of all properties within the City limits as established in the Illinois Municipal Code (65 ILCS 5/8-5-1).
- 4. The provisions of this Resolution will become effective upon receipt of certification by the County Clerk of Kendall County, Illinois, of the passage of the referendum by a majority of the voters of the City that it should be a home rule municipality.

*Passed* by the City Council of the United City of Yorkville, Kendall County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

CARLO COLOSIMO	_____	KEN KOCH	_____
JACKIE MILSCHEWSKI	_____	LARRY KOT	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
DIANE TEELING	_____	SEAVAR TARULIS	_____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2016.

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Mayor

*Attest:*

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City Clerk



# Clerk and Treasurer Referendum FAQs

## PUBLIC QUESTION(S)

### UNITED CITY OF YORKVILLE

Shall the elected office of the City Clerk of the United City of Yorkville be abolished and the duties of the City Clerk be assigned to the Deputy City Clerk, at a cost savings to the City?



YES



NO

Shall the elected office of the City Treasurer of the United City of Yorkville be abolished and the duties of the City Treasurer be assigned to the City Finance Director at a cost savings to the City?



YES



NO

### **Background**

At the general election on November 8, 2016, the City Council would like you to vote on whether the City Clerk and City Treasurer positions should be abolished at a cost savings to the City, or should continue to be an elected position.

### **What does it mean if I vote Yes?**

Voting yes on these referendum questions means you want the positions of City Clerk and City Treasurer to be abolished and all duties of those offices assigned to existing staff, at a cost savings to the City. By state statute, both positions are currently elected. If the referendum questions are approved, both positions would be appointed beginning in May 2019.

### **What does it mean if I vote No?**

By voting no on this question you are opting to keep the process of selecting a City Clerk or Treasurer the same. This means that the clerk and treasurer positions will still be elected.

### **Does this have to be approved through referendum?**

Yes, the state considers this to be a change in the form of government which can only occur with voter approval through a referendum.

**What happens when the elected offices get abolished?**

The current work conducted by the clerk and treasurer would be assigned to an existing staff member. In most other municipalities with an appointed treasurer, the Finance Director is appointed as treasurer with no additional compensation to the Finance Director. Likewise, an appointed administrative office staff member is assigned clerk duties. In Yorkville's case, we have a Deputy Clerk who has been carrying out the full-time day-to-day duties of the Clerk's Office for the past several years, and the Finance Director has been appointed as Deputy Treasurer and handling all Treasurer office duties since February 2013.

**What are the benefits to abolishing the elected offices of the clerk and treasurer?**

The main benefit is financial. We expect the City to save between \$7,000 and \$10,000 annually through the elimination of the salaries for the elected clerk and treasurer. Another benefit is that it allows for the City to consider individuals for the positions based on the City's professional merit standards. Currently, anybody can be elected to the City Clerk and Treasurer position, even if they have no administrative or financial expertise. Further, abolishing the elected positions and transferring the day-to-day duties to an in-house staff member allows for greater immediate accountability should the clerk or treasurer not fulfill their duties while in office. If the elected clerk does not complete minutes within appropriate timeframes, or completes poor minute transcriptions, the City has no recourse for dismissal, other than the next election cycle. As a staff member, a clerk could be dismissed at anytime for poor performance. Likewise, if the elected treasurer were to misreport the City's financial transactions, the treasurer would still remain in office through the remainder of the four year terms.

**What are the benefits of keeping the clerk and treasurer as an elected position?**

The residents are allowed a direct say in the selection of an individual to carry out the administrative tasks of the clerk's and treasurer's offices.



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

Agenda Item Number

PZC #1

Tracking Number

PZC 2016-03

**Agenda Item Summary Memo**

**Title:** Kendall Marketplace Sign Variance Update

**Meeting and Date:** City Council/September 27, 2016

**Synopsis:** Update of the recently approved sign variance for Kendall Marketplace Retail

Development at the corner of Route 34 and Isabel Drive.

**Council Action Previously Taken:**

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

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

**Type of Vote Required:** None

**Council Action Requested:** Informational item

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

**Agenda Item Notes:**

See attached memo.  
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\_\_\_\_\_  
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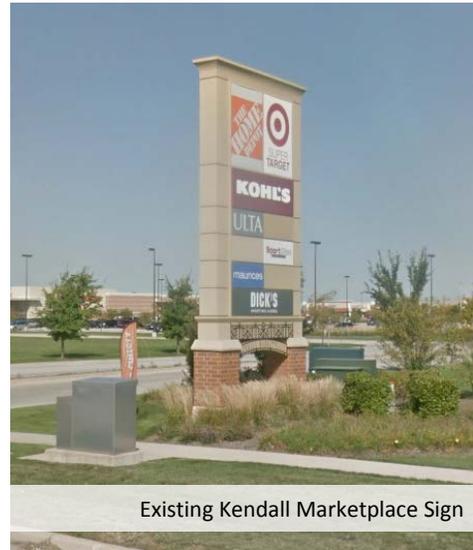


# Memorandum

To: City Council  
From: Krysti Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Date: September 21, 2016  
Subject: **PZC 2016-03 Kendall Marketplace Sign Variance**

## **Staff Recommendation Summary:**

On August 29, 2016 the petitioner, Alex Berman on behalf of Kendall Holdings I, LLC filed an application with the United City of Yorkville, Illinois requesting a sign variance. The sign for which the variance is being requested is an existing sign located at the northeast corner of Route 34 and Isabel Drive (see inset photograph). While the sign currently meets all Yorkville zoning standards, the planned widening of U.S. Route 34 by the Illinois Department of Transportation (IDOT) will expand the public right-of-way to within one (1) foot of the sign.



The new established lot line, once U.S. Route 34 is expanded, will be within the five foot (5') required setback and will make the sign a nonconforming structure. The Yorkville Zoning Ordinance *Section 10-15-4C Elimination of Nonconforming Buildings, Structures and Uses* states any nonconforming signs and any billboards and outdoor advertising structures shall be removed after five (5) years of their nonconformance. Therefore, the petitioner requested a variance to the five foot (5') setback regulations to ensure that the sign will stay in compliance and will not have to be removed within the next five (5) years. The petitioner has taken a proactive approach and is requesting the variance before the sign becomes a nonconforming structure. While the sign will be closer than five feet (5') to the new lot line, the existing walkway, proposed new bike trail, and landscaping will remain intact resulting in an approximate thirty foot (30') distance from the edge of street pavement to the actual sign.

Per Section 10-4-7-D-1-h of the Yorkville Zoning Ordinance, this sign variance request falls under the authorized variances the Planning and Zoning Commission can review and approve without City Council consent since the lot of record is being changed due to eminent domain by any authorized governmental entities (IDOT) proceeding.

## **Planning & Zoning Commission Action:**

Upon the review of the proposed sign variance request, it was the action of the Planning and Zoning Commission to **approve** the variance with the following vote:

### **Action Item:**

Vinyard-aye; Olson-aye; Horaz-aye; Gockman-aye; Marcum-aye  
**5 ayes; 0 no**