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

AGENDA
CITY COUNCIL MEETING
Tuesday, January 24, 2017
7:00 p.m.
City Hall Council Chambers
800 Game Farm Road, Yorkville, IL

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk:

WARD I	WARD II	WARD III	WARD IV
Carlo Colosimo	Jackie Milschewski	Chris Funkhouser	Diane Teeling
Ken Koch		Joel Frieders	Seaver Tarulis

Establishment of Quorum:

Amendments to Agenda:

Presentations:

1. Certificate of Recognition for Katie Morton

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. PW 2016-85 Resolution Approving a Contract for Garbage, Refuse, Recycling and Yard Waste Collection Services with Advanced Disposal Services Solid Waste Midwest, LLC – *authorize the Mayor and City Clerk to execute*
2. PS 2017-04 Ordinance Amending the City Code as it Relates to the Use of Motor Vehicles on Public Ways and Property – *authorize the Mayor and City Clerk to execute*
3. PW 2017-02 Water Department Reports for October – December 2016
4. PW 2017-03 Stagecoach Crossing Acceptance of Public Improvements – *accept the public improvements of water main, sanitary sewer and sidewalk as described in the Bill of Sale for ownership and maintenance by the City and authorize the full release of the existing security (First Midwest Bank N.. 150017273-202), subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale*
5. PW 2017-04 Bristol Bay Unit 3 Acceptance of Public Improvements – *accept the public improvements of water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees as described in the Bill of Sale for ownership and maintenance by the City and authorize the release of existing bonds for Unit 3 when replaced with a new maintenance guarantee in the amount of $172,371.00, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale*

Consent Agenda (cont'd):

6. PW 2017-07 MFT Resolution for 2017 Road to Better Roads Program – *authorize the City Clerk to execute*
7. PW 2017-08 Downtown Sidewalk and Fencing Replacement RFP – *authorize staff to issue a request for proposals for Downtown Sidewalk and Fencing Replacement*
8. PW 2016-84 Well No. 3 Abandonment – Layne Proposal – *accept proposal from Layne and authorize the Mayor to execute*
9. ADM 2017-02 Monthly Treasurer's Report for November and December 2016
10. ADM 2017-06 Resolution Authorizing Participation in the Northern Illinois Municipal Electric Collaborative (NIMEC) and Authorizing the City Administrator to Approve a Contract with the Lowest Cost Electricity Provider for a Period up to 36 Months – *authorize the Mayor and City Clerk to execute*
11. ADM 2017-07 Resolution Approving an Amendment to the Employee Manual Regarding a Travel Expense Policy – *authorize the Mayor and City Clerk to execute*
12. ADM 2017-10 Resolution Approving a Janitorial Services Agreement with Alpha Building Maintenance Service, Inc. – *authorize the Mayor and City Clerk to execute*

Minutes for Approval:

Bills for Payment (Informational): $3,470,024.40

Mayor's Report:

1. CC 2017-01 Ward 2 Alderman – Update
2. CC 2017-02 Resolution Approving a Real Estate Contract for the Purchase of Real Estate Located at 609 N. Bridge Street

Public Works Committee Report:

Economic Development Committee Report:

Public Safety Committee Report:

1. PS 2017-03 Resolution Approving an Intergovernmental Agreement between the United City of Yorkville and the Village of Newark Regarding Administrative Adjudication

Administration Committee Report:

1. ADM 2017-09 Audit – RFP Results – Award of Contract
2. ADM 2017-13 Health Insurance Broker – RFP Results – Award of Contract

Park Board:

Planning and Zoning Commission:

1. PZC 2016-05 Ordinance Amending the Yorkville Zoning Ordinance by Amending the Definition of Automobile Repair; Adding the Definition of Semi-Truck and Semi-Truck Repair and Adding Them as Permitted Uses in the M-1 and M-2 Manufacturing Districts; Amending the Definitions of Commercial School and School; and Adding Legal Nonconforming Agricultural Uses to Those Uses Not Subject to Elimination by Abandonment or Amortization

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Additional Business:

Executive Session:

Citizen Comments:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: February 15, 2017 – 6:00 p.m. – City Hall Conference Room

Committee		Departments	Liaisons
Chairman:	Alderman Milschewski	Finance	Library
Vice-Chairman:	Alderman Frieders	Administration	
Committee:	Alderman Teeling		
Committee:	Alderman Tarulis		

ECONOMIC DEVELOPMENT: February 7, 2017 – 6:00 p.m. – City Hall Conference Room

Committee		Departments	Liaisons
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: April 6, 2017 – 6:30 p.m. – City Hall Conference Room

Committee		Departments	Liaisons
Chairman:	Alderman Frieders	Police	School District
Vice-Chairman:	Alderman		
Committee:	Alderman Colosimo		
Committee:	Alderman Tarulis		

PUBLIC WORKS: February 21, 2017 – 6:00 p.m. – City Hall Conference Room

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

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, January 24, 2017
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PRESENTATIONS: Certificate of Recognition for Katie Morton

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

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1. PW 2016-85 Resolution Approving a Contract for Garbage, Refuse, Recycling and Yard Waste Collection Services with Advanced Disposal Services Solid Waste Midwest, LLC

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

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2. PS 2017-04 Ordinance Amending the City Code as it Relates to the Use of Motor Vehicles on Public Ways and Property

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

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3. PW 2017-02 Water Department Reports for October – December 2016

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

   ☐ Removed _____

   ☐ Notes _____

   _____

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4. PW 2017-03 Stagecoach Crossing Acceptance of Public Improvements
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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5. PW 2017-04 Bristol Bay Unit 3 Acceptance of Public Improvements
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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6. PW 2017-07 MFT Resolution for 2017 Road to Better Roads Program
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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7. PW 2017-08 Downtown Sidewalk and Fencing Replacement RFP
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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8. PW 2016-84 Well No. 3 Abandonment – Layne Proposal
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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9. ADM 2017-02 Monthly Treasurer's Report for November and December 2016
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

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10. ADM 2017-06 Resolution Authorizing Participation in NIMEC and Authorizing the City Administrator to Approve a Contract with the Lowest Cost Electricity Provider for a Period up to 36 Months

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

☐ Removed _____

☐ Notes _____

_____

_____

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11. ADM 2017-07 Resolution Approving an Amendment to the Employee Manual Regarding a Travel Expense Policy

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

☐ Removed _____

☐ Notes _____

_____

_____

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12. ADM 2017-10 Resolution Approving a Janitorial Services Agreement with Alpha Building Maintenance Service, Inc.

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

☐ Removed _____

☐ Notes _____

_____

_____

BILLS FOR PAYMENT:

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1. Bills for Payment (Informational)
   ☐ Notes _____

   _____

   _____

   _____

MAYOR'S REPORT:

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1. CC 2017-01 Ward 2 Alderman – Update
   ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   ☐ Removed _____
   ☐ Notes _____

   _____

   _____

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2. CC 2017-02 Resolution Approving a Real Estate Contract for the Purchase of Real Estate Located at 609 N. Bridge Street
   ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   ☐ Removed _____
   ☐ Notes _____

   _____

   _____

PUBLIC SAFETY COMMITTEE REPORT:

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1. PS 2017-03 Resolution Approving an Intergovernmental Agreement between the United City of Yorkville and the Village of Newark Regarding Administrative Adjudication

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

ADMINISTRATION COMMITTEE REPORT:

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1. ADM 2017-09 Audit – RFP Results – Award of Contract

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

   ☐ Removed _____

   ☐ Notes _____

   _____

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2. ADM 2017-13 Health Insurance Broker – RFP Results – Award of Contract

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

PLANNING AND ZONING COMMISSION REPORT:

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1. PZC 2016-05 Ordinance Amending the Yorkville Zoning Ordinance
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

     _____

     _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Human Resources	☐
Community Development	☐
Police	☐
Public Works	■
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #1

Tracking Number

PW 2016-85

Agenda Item Summary Memo

Title: Solid Waste Resolution Approving Contract

Meeting and Date: City Council – January 24, 2017

Synopsis: See Attached Memo.

Council Action Previously Taken:

Date of Action: PW – 12/20/16 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2016-85

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: January 18, 2017
Subject: Solid Waste Contract and Resolution

Summary

Discussion/Approval of the Resolution approving the Contract with Advanced Disposal as the City's solid waste hauler through April 30, 2023.

Background

The city went out for Request for Proposal on October 3, 2016. Five proposals were received on November 3, 2016 from Advanced Disposal, Environmental Recycling and Disposal Service, Groot, Republic and Waste Management. Staff presented the proposal results to the Public Works Committee at the December 20, 2016 meeting. Staff recommended moving forward with a new contract with Advanced Disposal because they are cheaper in aggregate (33 gal, 65 gal and 96 added together) and cheaper in two out of the three individual categories. Additionally, the City would not have to go through a hauler transition.

At that meeting the Committee recommended to forward the Contract and Resolution to the City Council with two additions. First, Advanced Disposal agreed to start collecting electronics recycling at no additional cost, immediately on contract approval. Secondly, Advance Disposal would change the 96 gallon refuse price included in the bid to be the same as the 65 gallon refuse price listed in the bid. Legal Counsel has amended the contract to include those two changes and has also created the attached Resolution which approves the Contract with Advanced Disposal through April 30, 2023.

		FY 18	FY 19	FY 20	FY 21	FY 22
Advanced Disposal	33 gal	$ 15.95	$ 16.35	$ 16.76	$ 17.18	$ 17.61
Advanced Disposal	65 gal/96 gal	$ 16.50	$ 16.91	$ 17.34	$ 17.77	$ 18.21

Recommendation

Staff recommends Council approval for the Resolution approving the new Contract with Advanced Disposal for Solid Waste through April 30, 2023.

Resolution No. 2017- _____

A RESOLUTION APPROVING A CONTRACT FOR GARBAGE, REFUSE, RECYCLING AND YARD WASTE COLLECTION SERVICES WITH ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC

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 issued a Request for Proposal for solid waste and recyclable collection services; and,

WHEREAS, the City received Requests for Proposals and reviewed said proposals to determine the proposal that is in the best interest of the City; and,

WHEREAS, the City Council has determined that to enter into a contract based on the submitted proposal with Advanced Disposal Services Solid Waste Midwest, LLC as further described herein and attached hereto is in the best interest of the City.

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

Section 1: That the *CONTRACT FOR GARBAGE, REFUSE, RECYCLING AND YARD WASTE COLLECTION* with Advanced Disposal Services Solid Waste Midwest, LLC attached hereto and made a part hereof by reference as Exhibit A, be and is hereby approved, and Gary J. Golinski, Mayor, and Beth Warren, City Clerk, be and are hereby authorized to execute said Contract on behalf of the United City of Yorkville.

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

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

_____
CITY CLERK

CARLO COLOSIMO	_____	KEN KOCH	_____
JACKIE MILSCHEWSKI	_____	JOEL FRIEDERS	_____
CHRIS FUNKHOUSER	_____	DIANE TEELING	_____
SEAVER TARULIS	_____		

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

_____
MAYOR

UNITED CITY OF YORKVILLE

CONTRACT FOR GARBAGE, REFUSE, RECYCLING AND YARD WASTE COLLECTION

THIS CONTRACT made this _____ day of _____, 2017, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the "City" and Advanced Disposal Solid Waste Midwest, LLC, located at 1660 Hubbard Avenue, Batavia, Illinois, 60510, hereinafter called the "Contractor".

WITNESSETH:

WHEREAS, the City issued a Request for Proposal for solid waste and recyclable collection services; and,

WHEREAS, the City received Requests for Proposals and reviewed said proposals to determine the proposal that is in the best interest of the City; and,

WHEREAS, the City Council has determined that to enter into a contract with Advanced Disposal Solid Waste Midwest, LLC as further described herein and attached hereto is in the best interest of the City.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the Village's request for garbage, refuse, recycling and yard waste collection services in accordance with the terms and conditions stated in the:

   REQUEST FOR PROPOSAL, including Terms and Conditions, and Detailed Specifications with Appendixes 1 through 5 and Exhibits A and B and the Bid Proposal TABs 1 through 8 submitted by Advanced Disposal Services Solid Waste Midwest, LLC all attached hereto and made a part hereof of this Contract by reference as Exhibit A, except as amended hereinafter in this Contract.

2. That Appendix 1, General Price Quotation Sheet, is amended by changing the per unit/per month price for a 96 gallon tote to be the same as a 65 gallon tote for the entire term of this Contract.

3. That the recycling of electronic waste shall begin upon approval of this Contract and shall be performed at no additional cost by the Contractor for the term of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE

By: _____
Mayor

Attest:

_____
City Clerk

CONTRACTOR:

By: _____

_____
Print Name and Title

Attest: _____

_____
Print Name and Title

Table of Contents

TAB 1: Cover Letter

TAB 2: Company Profile

TAB 3: Bid Bond

TAB 4: Proof of Insurance

TAB 5: Audited Financial Statements

TAB 6: Proposal Narrative

TAB 7: Bid Submittals

1. **Company Brochure**
2. **Recycling Education & Community Outreach**
3. **Proposer's Certification and W-9 Request Form**
4. **Appendix 3 – Alternatives and Deviations**
5. **Appendix 4 – Illinois Municipalities Served**
6. **Appendix 5 – Disposal Facilities**
7. **Non-Collusive Affidavit**
8. **Bidder's Representation**

TAB 8: Proposal Form and Price Sheets

Advanced Disposal

November 3, 2016

City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Dear Yorkville City Council,

Advanced Disposal Services Solid Waste Midwest, LLC. ("Advanced Disposal") is pleased to submit the attached response to your Request for Proposal for Solid Waste Collection Services. I am the Chief Operating Officer and I am authorized to sign and submit the attached RFP response. I have also attached a Secretary's Certificate for your reference. If requested, Bob Pfister, Municipal Marketing Manager is available to meet with you or your representatives concerning this RFP response. Bob's contact information is listed below:

Bob Pfister
Municipal Marketing Manager
Advanced Disposal Services Solid Waste Midwest, LLC
1660 Hubbard Avenue
Batavia, Illinois 60510
Phone: (630) 313-1119
Fax: (630) 406-7784
Email: bob.pfister@advanceddisposal.com

We are strong stewards of the environment and work with our surrounding neighborhoods to become part of the community. We view our services as vital infrastructure needs that all cities and counties must be able to provide through public-private partnerships, contractual agreements, and the like. Through this proposal process, we look forward to continuing to be the choice solid waste provider for the City of Yorkville.

Thank you for your consideration of Advanced Disposal's proposal for Solid Waste Collection Services. Please see the following pages that address your proposal requirements and present details on Advanced Disposal's company profile and sound solutions for collection and disposal programs.

I am confident that you will look favorably upon the response that we have provided. If after reviewing our response, you have any questions or require any additional information, we would be pleased to meet with you. Thank you for allowing Advanced Disposal the opportunity to present this RFP response.

Sincerely,

John Spegal
Chief Operating Officer







Company Profile

Advanced Disposal Services, Inc. and its subsidiaries, is the fourth largest environmental services company in the U.S. We are a full-service, vertically integrated waste management company, providing non-hazardous solid waste collection, recycling and landfill disposal solutions to commercial, industrial, municipal and residential customers throughout 16 states and the Bahamas. We pride ourselves on our strong partnerships between our employees and the customers we serve. And we have a strong commitment to personalized and friendly customer service

Community Commitment

No one understands the needs of a community better than those who live and work in it. Our philosophy of decentralized operations allows our local teams to give back to their communities in ways that best meet the needs of their communities. This location-specific approach to good corporate citizenship results in an array of outreach programs, contributions and support that serve and benefit thousands of people across the Advanced Disposal footprint. It is our goal to hire within the communities we serve and locally purchase supplies, equipment and fuel. We don't just sign a contract with a city, county or municipality…*we become a part of the community*.

Forward Thinking

Advanced Disposal is deeply committed to ensuring a clean and safe environment for our employees, our customers, and our communities. We consider environmental stewardship of utmost importance and believe that our true business is making the world a cleaner, more beautiful place to live, work and play.

We approach all of our operations with a keen eye on safety and environmental care. Our landfills are built with state-of-the-art engineering designs and materials. We use extreme caution when constructing these sites to ensure the integrity of the design and materials are maintained. Daily operations are just as important as construction. Advanced Disposal uses only state certified, experienced equipment operators and a certified landfill operator is always on site when the facilities are accepting waste. We fully comply with all local, state and federal regulations, and our sites are inspected annually at a minimum. With 39 landfills to maintain, operate and potentially expand, we will always remain vigilant to the protection of our natural environment while providing an integral infrastructure asset for the safe and healthy disposal of the community's waste.

Environmental compliance is equally important in our collection operations. Advanced Disposal operates a fleet of more than 3,100 trucks that must be operated and maintained in an environmentally sound manner. Advanced Disposal follows all local, state and federal regulations in regards to its operating fleet. The trucks are maintained nightly with rotating schedules to make sure all parts of the truck are operating in a safe and proper way. Only approved fuels are used including alternative fuels such as compressed natural gas (CNG). Currently about twelve percent of our fleet runs on CNG, and we are

always looking for opportunities to grow that number. All waste generated in the maintenance of our fleet are disposed of in a proper manner with the necessary documentation of proper disposal.

In a business where the end results are clean and safe communities, Advanced Disposal takes its environmental stewardship responsibilities very seriously. Our employees, our neighbors and our families live in the communities we service. We believe it is our primary job to ensure that these communities are clean, safe and healthy for many years to come.

Our Operations

We operate 90 collection facilities, 72 transfer stations, 39 MSW and C&D landfills, 21 material recycling facilities and 16 landfill gas-to-energy facilities. Our operations are focused in 16 states including: Alabama, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Missouri, North Carolina, Pennsylvania, South Carolina, Tennessee, Wisconsin and the Bahamas.

Today, through the dedication of more than 5,400 employees, Advanced Disposal has a fleet of more than 3,100 vehicles running routes on a daily basis. We service more than 2.5 million residential customers including more than 800 exclusive city and county contracts.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Advanced Disposal Services Solid Waste Midwest, LLC
1660 Hubbard Avenue, Batavia, IL 60510

as Principal, hereinafter called the Principal, and RLI Insurance Company
9025 N. Lindbergh Drive, Peoria, IL 61615

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Yorkville
800 Game Farm Road, Yorkville, IL 60560

as Obligee, hereinafter called the Obligee, in the sum of Five Thousand Dollars and 00/100
Dollars ($ $5,000),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Solid Waste Collection Services

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 3rd day of November, 2016

Jaime Smarine
(Witness)

Advanced Disposal Services Solid Waste Midwest, LLC
(Principal) (Seal)
By: JOHN SPEGAL COO
(Title)

Autumn Schneider
(Witness)

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
(Surety) (Seal)
By: Janice Fennell
Attorney-in-Fact Janice Fennell (Title)

RLI Surety
9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036
www.rlicorp.com

POWER OF ATTORNEY
RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Janice Fennell, Richard C. Rose, Jeremy C. Rose, Keri Ann Smith, Aiza Lopez, Aimee R. Perondine, Stacy Rivera, Jennifer M. Garten, Joshua Sanford, jointly or severally

in the City of Knoxville, State of Tennessee its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.
Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars ($25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 2nd day of August, 2016.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 2nd day of August, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jacqueline M. Bockler
Jacqueline M. Bockler — Notary Public

"OFFICIAL SEAL"
JACQUELINE M. BOCKLER
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 01/14/18

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 3rd day of November, 2016.

RLI Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

413327802021 2

A0058514

RLI

RLI Insurance Company | Commercial Surety Division
2475 Northwinds Parkway, Suite 300 | Alpharetta, GA 30004
Phone: 770-754-0100 | Fax: 770-576-3974

www.rlicorp.com

November 3, 2016

City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

RE: Solid Waste Collection Services

To Whom It May Concern:

This is to advise you that RLI Insurance Company, ("RLI"), provides suretyship on behalf of Advanced Disposal Services Solid Waste Midwest, LLC. RLI is licensed in all fifty states, A+ (superior) rated by A.M. Best, Class XI, and U.S. Department of Treasury listed.

It is the intent of RLI Insurance Company to provide the required performance and payment bonds. It is understood that any arrangement for a performance and/or payment bond is a matter between Advanced Disposal Services Solid Waste Midwest, LLC and RLI, as Surety, and will be subject to RLI's standard underwriting conditions at the time of any performance and/or payment bond request. We value our relationship with Advanced Disposal Services Solid Waste Midwest, LLC and have the utmost confidence in their ability.

If you have any questions or need any further assistance, please feel free to contact our office at (865-588-8101) and ask for the individual listed below. Thank you.

RLI Insurance Company

Janice Fennell

Janice Fennell, Attorney-in-Fact

FUNDAMENTALLY innovative

RLI Surety
9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036
www.rlicorp.com

POWER OF ATTORNEY
RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Janice Fennell, Richard C. Rose, Jeremy C. Rose, Keri Ann Smith, Aiza Lopez, Aimee R. Perondine, Stacy Rivera, Jennifer M. Garten, Joshua Sanford, jointly or severally

in the City of Knoxville, State of Tennessee its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.
Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars ($25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 2nd day of August, 2016.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 2nd day of August, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jacqueline M. Bockler
Jacqueline M. Bockler — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS "OFFICIAL SEAL" JACQUELINE M. BOCKLER COMMISSION EXPIRES 01/14/18

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 3rd day of November, 2016.

RLI Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

4133278020212

A0058514



Advanced Disposal



ADSWAST-01 MCKEAGEJE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis of Virginia, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A : Arch Insurance Company — 11150
INSURER B : Allied World National Assurance Company — 10690
INSURER C : Illinois Union Insurance Company — 27960
INSURER D :
INSURER E :
INSURER F :

INSURED
Advanced Disposal Services, Inc.
(See Attached List of Named Insureds)
90 Fort Wade Rd.
Ponte Vedra, FL 32081

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR			31GPP4985403	11/20/2015	11/20/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ $ 2,000,000 $ 2,000,000 $ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:							$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			31CAB4985503	11/20/2015	11/20/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			03098718	11/20/2015	11/20/2016	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			31WCI4985303	11/20/2015	11/20/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability			PPLG27059065002	11/20/2015	11/20/2018	Aggregate/Occurrence	25,000,000
A	Business Auto			31CAB0502303	11/20/2015	11/20/2016	See Attached	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE VOIDS AND REPLACES THE PREVIOUSLY ISSUED CERTIFICATE DATED: 9/26/2016

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Advanced Disposal



ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Automobile Liability **CARRIER: Arch Insurance Company** **POLICY TERM: 11/20/2015 – 11/20/2016** **POLICY NUMBER: 31CAB0502303**	**Automobile Liability - Any Auto** **Combined Single Limit - $4,000,000** **SIR - $1,000,000**







Named Insured:
Advanced Disposal Services, Inc.
Advanced Disposal Waste Holdings Corp.
Advanced Disposal Services South, LLC
HWStar Holdings Corp.
Advanced Disposal Services East, Inc.
Advanced Disposal Services Midwest, LLC
Advanced Disposal Recycling Services Atlanta, LLC
Advanced Disposal Recycling Services Gulf Coast, LLC
Advanced Disposal Services Alabama CATS, LLC
Advanced Disposal Services Alabama EATS, LLC
Advanced Disposal Services Alabama Holdings, LLC
Advanced Disposal Services Alabama, LLC
Advanced Disposal Services Arbor Hills Landfill, Inc.
Advanced Disposal Services Atlanta, LLC
Advanced Disposal Services Augusta, LLC
Advanced Disposal Services Biloxi MRF, LLC
Advanced Disposal Services Birmingham, Inc.
Advanced Disposal Services Blackfoot Landfill, Inc.
Advanced Disposal Services Blue Ridge Landfill, Inc.
Advanced Disposal Services Carolinas, LLC
Advanced Disposal Services Cedar Hill Landfill, Inc.
Advanced Disposal Services Solid Waste Southeast, Inc.
Advanced Disposal Services Central Florida, LLC
Advanced Disposal Services Chestnut Valley Landfill, LLC
Advanced Disposal Services Cobb County Recycling Facility, LLC
Advanced Disposal Services Cobb County Transfer Station, LLC
Advanced Disposal Services Cranberry Creek Landfill, LLC
Advanced Disposal Services Cypress Acres Landfill, Inc.
Advanced Disposal Services Eagle Bluff Landfill, Inc.
Advanced Disposal Services Emerald Park Landfill, LLC
Advanced Disposal Services Evergreen Landfill, Inc.
Advanced Disposal Services Glacier Ridge Landfill, LLC
Advanced Disposal Services Greentree Landfill, LLC
Advanced Disposal Services Gwinnett Transfer Station, LLC
Advanced Disposal Services Gulf Coast, LLC
Advanced Disposal Services Hancock County, LLC
Advanced Disposal Services Hickory Meadows Landfill, LLC
Advanced Disposal Services Hoosier Landfill, Inc.
Advanced Disposal Services Jackson, LLC
Advanced Disposal Services Jacksonville, LLC
Advanced Disposal Services Jones Road, LLC
Advanced Disposal Services Eastern PA, Inc.
Advanced Disposal Services Lancaster Landfill, LLC
Advanced Disposal Services Lithonia Transfer Station, LLC
Advanced Disposal Services Macon, LLC
Advanced Disposal Services Magnolia Ridge Landfill, LLC
Advanced Disposal Services Mallard Ridge Landfill, Inc.
Advanced Disposal Services Maple Hill Landfill, Inc.
Advanced Disposal Services Middle Georgia, LLC
Advanced Disposal Services Milledgeville Transfer Station, LLC
Advanced Disposal Services Mississippi, LLC
Advanced Disposal Services Mississippi Holdings, Inc.
Advanced Disposal Services Mobile Transfer Station, LLC
Advanced Disposal Services Morehead Landfill, Inc.
Advanced Disposal Services North Alabama Landfill, LLC
Advanced Disposal Services North Georgia, LLC
Advanced Disposal Services Oak Ridge Landfill, Inc.
Advanced Disposal Services Orchard Hills Landfill, Inc.
Advanced Disposal Services Pasco County, LLC
Advanced Disposal Services Pecan Row Landfill, LLC
Advanced Disposal Services Pontiac Landfill, Inc.
Advanced Disposal Services Prattville C&D Landfill, LLC
Advanced Disposal Services Renewable Energy, LLC
ADS Renewable Energy – Eagle Point, LLC
ADS Renewable Energy – Stones Throw, LLC
ADS Renewable Energy – Wolf Creek, LLC
Advanced Disposal Services Rogers Lake, LLC
Advanced Disposal Services Rolling Hills Landfill, Inc.
Advanced Disposal Services Selma Transfer Station, LLC
Advanced Disposal Services Seven Mile Creek Landfill, LLC
Advanced Disposal Services Smyrna Transfer Station, LLC
Advanced Disposal Services Solid Waste Leasing Corp.
Advanced Disposal Services Solid Waste Midwest, LLC
ADS Solid Waste of NJ, Inc.
Advanced Disposal Services Western PA, Inc.
Advanced Disposal Services South Carolina, LLC
Advanced Disposal Services Star Ridge Landfill, Inc.
Advanced Disposal Services Stateline, LLC
Advanced Disposal Services Sumner Landfill, Inc.
Advanced Disposal Services Taylor County Landfill, LLC
Advanced Disposal Services Tennessee Holdings, Inc.
Advanced Disposal Services Tennessee, LLC
Advanced Disposal Services Valley Meadows Landfill, LLC
Advanced Disposal Services Valley View Landfill, Inc.
Advanced Disposal Services Vasko Rubbish Removal, Inc.
Advanced Disposal Services Vasko Solid Waste, Inc.
Advanced Disposal Services Wayne County Landfill, Inc.
Advanced Disposal Services Zion Landfill, Inc.
Baton Rouge Renewable Energy, LLC
Burlington Transfer Station, Inc.
Cartersville Transfer Station, LLC
Caruthers Mill C&D Landfill, LLC
Champion Transfer Station, LLC
Diller Transfer Station, LLC
Community Refuse Service, LLC
Doraville Transfer Station, LLC
Eagle Point Landfill, LLC
Eco-Safe Systems, LLC
Hall County Transfer Station, LLC
Harmony Landfill, LP
Highstar Royal Oaks I, Inc.
Highstar Royal Oaks II, Inc.
Hinkle Transfer Station, LLC
IWStar Waste Holdings Corp.
Jones Road Landfill and Recycling, Ltd.
Land and Gas Reclamation, Inc.
Landsouth, Inc.
Moretown Landfill, Inc.
Mostoller Landfill, LLC
Nassau County Landfill, LLC
NEWS North East Holdings, Inc.
NEWS MA Holdings, Inc.
NEWS Mid-Atlantic Holdings, Inc.
NEWStar Waste Holdings Corp.

North East Waste Services, Inc.
Old Kings Road, LLC
Old Kings Road Solid Waste, LLC
Parker Sanitation II, Inc.
Pasco Lakes Inc.
PDC Disposal Co., Inc.
St. Johnsbury Transfer Station, Inc.
Advanced Disposal Services Somerset, Inc.
South Hadley Landfill, LLC
South Suburban, LLC
SSI Southland Holdings, Inc.
Stone's Throw Landfill, LLC
Summit, Inc.
Superior Waste Services of New York City, Inc.
Tallassee Waste Disposal Center, Inc.
Turkey Trot Landfill, LLC
Vermont Hauling, Inc.
Waitsfield Transfer Station, Inc.
WBLF Acquisition Company, LLC
Welcome All Transfer Station, LLC
Western Maryland Waste Systems, LLC
Wolf Creek Landfill, LLC
WSI Medical Waste Systems, Inc.
WSI of New York, Inc.
WSI Sandy Run Landfill, LLC
Advanced Disposal Services National Accounts, Inc.
Advanced Disposal Services National Accounts Holdings, Inc.
F.D.S. Disposal II, LLC
North East Waste Transport, Inc.

Advanced Disposal



January 28, 2016

To Whom It May Concern:

For the policy period 11/20/2015 – 11/20/2016, Advanced Disposal Services, Inc. and all of its entities self-insure medical payments coverage. Should you have any questions, please contact the Risk Management Specialist listed below:

Charity Douglas
(904) 493-7281
charity.douglas@advanceddisposal.com

Sincerely,

Marti Dickman

Marti Dickman
Vice President, Risk Management

90 Fort Wade Rd., Suite 200 Ponte Vedra, FL 32081 Tel (904) 737-7900 Fax (904) 636-0699
AdvancedDisposal.com

Advanced Disposal



January 28, 2016

To Whom It May Concern:

For the policy period 11/20/2015 – 11/20/2016, Advanced Disposal Services, Inc. and all of its entities are self-insured for physical damage of vehicles. Should you have any questions, please contact the Risk Management Specialist listed below:

Charity Douglas
(904) 493-7281
charity.douglas@advanceddisposal.com

Sincerely,

Marti Dickman

Marti Dickman
Vice President, Risk Management

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2015

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file no: 333-191109

Advanced Disposal Services, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**90-0875845**
(State or other jurisdiction of incorporation)	**(IRS Employer Identification No.)**

90 Fort Wade Road
Ponte Vedra, Florida 32081
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (904) 737-7900

Securities registered pursuant to Section 12(b) of the Act: None
Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes ☒ No ☐

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☐ No ☒

Note: While the Registrant is a voluntary filer not subject to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"), the Registrant has filed all required reports to be filed by Section 13 or 15(d) of the Exchange Act during the preceding 12 months.

Indicate by check whether the registrant has submitted electronically and posted on its corporate web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☐		Accelerated filer	☐
Non-accelerated filer	☒	(Do not check if a smaller reporting company)	Smaller reporting company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of shares of Common Stock, $0.01 par value, of the registrant outstanding at March 4, 2016 was 1,000 shares.

Documents Incorporated by Reference:
None

PART I

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

This report contains forward-looking statements within the meaning of the U.S. federal securities laws. All statements other than statements of historical facts in this document, including, without limitation, those regarding our business strategy, financial position, results of operations, plans, prospects and objectives of management for future operations (including development plans and objectives relating to our activities), are forward-looking statements. Many, but not all, of these statements can be found by looking for words like "expect," "anticipate," "goal," "project," "plan," "believe," "seek," "will," "may," "forecast," "estimate," "intend" and "future" and similar words. Statements that address activities, events or developments that we intend, expect or believe may occur in the future are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and section 21E of the Securities & Exchange of 1934, as amended. Forward-looking statements do not guarantee future performance and may involve risks, uncertainties and other factors which could cause our actual results, performance or achievements to differ materially from the future results, performance or achievements expressed or implied in those forward-looking statements.

Examples of these risks, uncertainties and other factors include, but are not limited to:

- risks relating to our history of losses;
- risks relating to operating in a highly competitive industry and the inability to compete effectively with larger and better capitalized companies and governmental service providers;
- risks relating to results being vulnerable to economic conditions;
- risks that we may lose contracts through competitive bidding, early termination or governmental action;
- risks that some of our customers, including governmental entities, have suffered financial difficulties affecting their credit risk, which could negatively impact our operating results;
- risks that our financial and operating performance may be affected by the inability in some instances to renew landfill operating permits, obtain new landfills or expand existing ones;
- risks that the cost of operation and/or future construction of our existing landfills may become economically unfeasible causing us to abandon or cease operations;
- risks that we could be precluded from entering into or maintaining permits or certain contracts if we are unable to obtain sufficient third-party financial assurance or adequate insurance coverage;
- risks that our accruals for our landfill site closure and post-closure costs may be inadequate;
- risks that our business requires a high level of capital expenditures;
- risks relating to our acquisitions, including our ability to integrate acquired businesses, or that the acquired businesses will have unexpected risks or liabilities;
- risks relating to the seasonal nature of our business and "event-driven" waste projects that could cause our results to fluctuate;
- risks that we may be subject in the normal course of business to judicial, administrative or other third-party proceedings that could interrupt or limit our operations, result in adverse judgments, settlements or fines and create negative publicity;
- risks relating to fuel supply and prices that may fluctuate significantly and that we may not be able to pass on cost increases to our customers or effectively hedge such costs;
- risks relating to fluctuations in the prices of commodities;

ITEM 1. *BUSINESS*

(All dollar amounts are presented in millions, unless otherwise noted)

Advanced Disposal Services, Inc. (formerly "ADS Waste Holdings Inc." hereafter referred to as the "Company") is a leading integrated provider of non-hazardous solid waste collection, transfer, recycling and disposal services operating primarily in secondary markets or under exclusive arrangements. We have a presence in 17 states across the Midwest, South and East regions of the United States as well as in the Commonwealth of the Bahamas, serving approximately 2.8 million residential and 202,000 commercial and industrial ("C&I") customers through our extensive network of 93 collection operations, 76 transfer stations, 21 owned or operated recycling facilities and 39 owned or operated landfills. Our headquarters are located in Ponte Vedra, Florida.

Our Strategy

We seek to drive financial performance in markets in which we own or operate a landfill or in certain disposal-neutral markets, where the landfill is owned by our municipal customer. In markets in which we own or operate a landfill, we aim to create and maintain vertically integrated operations through which we manage a majority of our customers' waste from the point of collection through the point of disposal, a process we refer to as internalization. By internalizing a majority of the waste in these markets, we are able to deliver high quality customer service while also ensuring a stable revenue stream and maximizing profitability and cash flow from operations. In disposal-neutral markets, we focus selectively on opportunities where we can negotiate exclusive arrangements with our municipal customers, facilitating highly-efficient and profitable collection operations with lower capital requirements. Geographically, we focus our business principally in secondary, or less densely populated non-urban, markets where the presence of large national providers is generally more limited. We also compete selectively in primary, or densely populated urban, markets where we can capitalize on opportunities for vertical integration through our high-quality transfer and disposal infrastructure and where we can benefit from highly-efficient collection route density.

Operations

Our vertically integrated environmental services operations can be broadly classified into three lines of business: (i) collection services; (ii) disposal services, which include transfer stations and landfills; and (iii) recycling services. The solid waste management business is locally executed where the geographic footprint, density of collection routes, degree of vertical integration, and regional demographic trends drive success. We serve both primary (densely populated) and secondary (less populated) markets. While primary markets typically offer highly efficient route densities, secondary markets provide other important advantages, such as less competition, greater opportunities to gain market share through new business and consolidation, and generally higher and more stable pricing.

Our operations are managed through three regional offices located in the South, Midwest and East regions of the United States. Each of the regions has a diversified portfolio of collection, transfer, landfill and recycling operations. The collection, transfer, landfill, and recycling operations within each of these operating regions are supervised by regional vice presidents with extensive experience in growing, operating and managing solid waste management companies within their local markets. Each regional vice president works with and supervises several district and general managers who manage facilities and operations.

The services we provide include non-hazardous solid waste collection, transfer, recycling and disposal services for residential, commercial and industrial customers, as described below. The following table shows revenues contributed by these services for each of the three years presented:

	Year ended December 31,					
	2015		2014		2013	
Collection	$ 971.4	69.6 %	$ 950.8	67.8 %	$ 897.3	68.0 %
Disposal	499.0	35.7 %	492.8	35.1 %	453.8	34.4 %
Sale of recyclables	24.8	1.8 %	33.5	2.4 %	35.9	2.7 %
Fuel fees and environmental fees	85.8	6.1 %	92.8	6.6 %	81.5	6.2 %
Other	82.2	5.9 %	95.5	6.8 %	95.2	7.2 %
Intercompany eliminations	(266.8)	(19.1)%	(262.4)	(18.7)%	(244.6)	(18.5)%
Total	$ 1,396.4	100.0 %	$ 1,403.0	100.0 %	$ 1,319.1	100.0 %

likelihood of obtaining an expansion. To satisfy future disposal demand, we are currently seeking to expand permitted capacity at certain of our landfills. However, we cannot assure you that all proposed or future expansions will be permitted as designed.

We also have responsibility for 3 C&D and 2 MSW closed landfills, for which we have associated closure and post-closure obligations.

As part of our vertically integrated solid waste disposal services, we operate 76 transfer stations. Transfer stations receive, consolidate and transfer solid waste to landfills and recycling facilities. Transfer stations enable us to:

- increase the operational reach of our landfill operations;
- increase the volume of revenue-generating disposal at our landfills;
- achieve greater leverage in negotiating more favorable disposal rates at landfills that we do not operate;
- improve efficiency of collection, personnel and equipment; and
- build relationships with municipalities and other operators that deliver waste to our transfer stations, leading to additional growth and acquisition opportunities.

Revenue at transfer stations is primarily generated by charging tipping or disposal fees. Our collection operations deposit waste at these transfer stations, as do other private and municipal haulers, for compaction and transfer to disposal sites or material recycling facilities ("MRFs"). Transfer stations provide collection operations with a cost-effective means to consolidate waste and reduce transportation costs while providing our landfill sites with an additional "gate" to extend the geographic reach of a particular landfill site with the goal of increased internalization.

Recycling Services

We are focused on opportunistically developing our base of recycling facilities. There has been a growing interest in recycling, which is driven by public and private markets that are placing environmental stewardship as a top priority. This is evidenced by requests for proposals that incorporate alternate methods to manage the collection, processing and disposal of waste. Despite this growing interest, revenue from recyclables has decreased since 2013 primarily due to the decline in average commodity prices.

We have a network of 21 recycling facilities that we manage or operate. These facilities generate revenue through the collection, processing and sale of old corrugated cardboard, old newspaper, mixed paper, aluminum, glass and other materials. These recyclable materials are internally collected by our residential and industrial collection operations as well as third-party haulers.

Fuel and Environmental Fees

The amounts charged for collection, disposal, transfer, and recycling services may include fuel fees and environmental fees. Fuel fees and environmental fees are not designed to be specific to the direct costs to service an individual customer's account, but rather are designed to help recover changes in our overall cost structure and to achieve an acceptable operating margin.

Other Services

Other revenue is comprised of ancillary revenue-generating activities, such as landfill gas-to-energy operations at MSW landfills, management of third-party owned landfills, customer service charges relating to overdue payments and customer administrative fees relating to customers who request paper copies of invoices rather than opting for electronic invoices, and broker revenue (which we divested in 2015).

Customers

We provide services to a broad base of commercial, industrial, municipal and residential customers. No single customer individually accounted for more than 2% of our consolidated revenue in 2015.

Competition

Although we operate in a highly competitive industry, entry into our business and the ability to operate profitably require substantial amounts of capital and managerial experience. Competition in the non-hazardous solid waste industry comes from a few large, national publicly owned companies, several regional publicly and privately owned solid waste companies, and thousands of small privately owned companies. In any given market, competitors may have larger operations and greater resources. In addition to national and regional firms and numerous local companies, we compete with municipalities that maintain waste collection or disposal operations. These municipalities may have financial advantages due to the availability of tax revenue and tax-exempt financing.

means for addressing such releases is to impose strict liability for cleanup of certain contaminated or disposal sites upon current and former site owners and operators, generators of the hazardous substances at the site and transporters who selected the disposal site and transported substances thereto. Liability under CERCLA is strict, joint and several and not dependent on the intentional release of hazardous substances; it can be based upon the release or threatened release, even as a result of lawful, unintentional and non-negligent action, of hazardous substances as the term is defined by CERCLA and other applicable statutes and regulations. The EPA may issue orders requiring responsible parties to perform response actions at sites, or the EPA may seek recovery of funds expended or to be expended in the future at sites. Liability may include contribution for cleanup costs incurred by a defendant in a CERCLA civil action or by an entity that has previously resolved its liability to federal or state regulators in an administrative or judicially-approved settlement. Liability under CERCLA could also include obligations to a potentially responsible party that voluntarily expends site clean-up costs. Further, liability for damage to publicly-owned natural resources may also be imposed. We are subject to potential liability under CERCLA as an owner or operator of facilities at which hazardous substances have been disposed and as an arranger, generator or transporter of hazardous substances disposed of at other locations.

The Federal Water Pollution Control Act of 1972, as amended, known as the Clean Water Act, regulates the discharge of pollutants into streams, rivers, groundwater, or other surface waters from a variety of sources, including solid and hazardous waste disposal sites. If run-off from our operations may be discharged into surface waters, the Clean Water Act requires us to apply for and obtain discharge permits, conduct sampling and monitoring, and, under certain circumstances, reduce the quantity of pollutants in those discharges. In 1990, the EPA issued additional standards for management of storm water runoff that require landfills and other waste-handling facilities to obtain storm water discharge permits. In addition, if a landfill or other facility discharges wastewater through a sewage system to a publicly-owned treatment works, the facility must comply with discharge limits imposed by the treatment works. Also, before the development or expansion of a landfill can alter or affect wetlands, a permit may have to be obtained providing for mitigation or replacement wetlands. The Clean Water Act provides for civil, criminal and administrative penalties for violations of its provisions.

The Clean Air Act provides for increased federal, state and local regulation of the emission of air pollutants. Certain of our operations are subject to the requirements of the Clean Air Act, including large MSW landfills and landfill gas-to-energy facilities. In 1996 the EPA issued new source performance standards ("NSPS") and emission guidelines ("EG") controlling landfill gases from new and existing large landfills. In January 2003, the EPA issued Maximum Achievable Control Technology ("MACT") standards for MSW landfills subject to the NSPS. These regulations impose limits on air emissions from large MSW landfills, subject most of our large MSW landfills to certain operating permit requirements under Title V of the Clean Air Act and, in many instances, require installation of landfill gas collection and control systems to control emissions or to treat and utilize landfill gas on- or off-site. The EPA entered into a settlement agreement with the Environmental Defense Fund to evaluate the 1996 NSPS for new landfills as required by the Clean Air Act every eight years and revise them if deemed necessary. The EPA initially published a proposed landfill NSPS rule July 17, 2014. The new NSPS would apply to new or modified landfills, and impose requirements on independent operators of landfill gas and renewable natural gas facilities. On August 14, 2015, as part of the Obama Administration's Climate Action Plan - Strategy to Reduce Methane Emissions, the EPA issued a supplemental NSPS proposal for reducing emissions from new and modified landfills and, in a separate action, the EPA proposed updates to its 1996 Emission Guidelines for existing MSW landfills that would further reduce methane emissions. If implemented, these regulations would also require both new, modified and existing landfills to install pollution controls if nonmethane organic compounds emissions of landfill gas exceed 34 metric tons per year; closed landfills under the rule would remain subject to the current threshold of 50 metric tons per year. When the EPA issues the final NSPS rule, we will re-assess the capital and operating cost impact to our operations. If the EPA were to adopt more stringent requirements, capital expenditures and operating costs would increase. However, we do not believe that the regulatory changes would have a material adverse impact on our business as a whole.

In 2010, the EPA issued the Prevention of Significant Deterioration ("PSD") and Title V Green House Gases ("GHG") Tailoring Rule, which expanded the EPA's federal air permitting authority to include the six GHGs, including methane and carbon dioxide. The rule sets new thresholds for GHG emissions that define when Clean Air Act permits are required. The requirements of these rules have not significantly affected our operations or cash flows, due to the tailored thresholds and exclusions of certain emissions from regulation.

In June 2013, the U.S. Supreme Court issued a decision that significantly limited the applicability and scope of EPA permitting requirements for GHGs from stationary sources, concluding that the EPA may not treat GHGs as an air pollutant for purposes of determining whether a source is required to obtain a PSD or Title V permit, although the court also concluded that the EPA can continue to require that PSD permits, which are otherwise required based on emissions of conventional pollutants, contain limitations on GHG emissions based on Best Available Control Technology. In May 2015, the D.C. Circuit upheld the EPA's authority to continue regulating GHG emissions at sources already subject to Title V permitting requirements for other pollutants. In November 2014, the EPA issued a policy memorandum advising that it intends to propose exempting biogenic

obligations as well as disclosure and procedural requirements. Various standards for notices of hazards, safety in excavation and demolition work and the handling of asbestos, may apply to our operations. The Department of Transportation and OSHA, along with other federal agencies, have jurisdiction over certain aspects of hazardous materials and hazardous waste, including safety, movement and disposal. Various state and local agencies with jurisdiction over disposal of hazardous waste may seek to regulate movement of hazardous materials in areas not otherwise preempted by federal law.

State and Local Regulation

Each state in which we operate has its own laws and regulations governing solid waste disposal, water and air pollution, and, in most cases, releases and cleanup of hazardous substances and liabilities for such matters. States also have adopted regulations governing the design, operation, maintenance and closure of landfills and transfer stations. Some counties, municipalities and other local governments have adopted similar laws and regulations. In addition, our operations may be affected by the trend in many states toward requiring solid waste reduction and recycling programs. For example, several states have enacted laws that require counties or municipalities to adopt comprehensive plans to reduce, through solid waste planning, composting, recycling or other programs, the volume of solid waste deposited in landfills. Additionally, laws and regulations restricting the disposal of certain waste in solid waste landfills, including yard waste, newspapers, beverage containers, unshredded tires, lead-acid batteries, electronic wastes and household appliances, have been adopted in several states and are being considered in others. Legislative and regulatory measures to mandate or encourage waste reduction at the source and waste recycling also have been or are under consideration by the U.S. Congress and the EPA.

To construct, operate and expand a landfill, we must obtain one or more construction or operating permits, as well as zoning and land use approvals. These permits and approvals may be burdensome to obtain and to comply with, are often opposed by neighboring landowners and citizens' and environmental groups, may be subject to periodic renewal, and are subject to denial, modification, non-renewal and revocation by the issuing agency. Significant compliance disclosure obligations often accompany these processes. In connection with our acquisition of existing landfills, we may be required to spend considerable time, effort and money to bring the acquired facilities into compliance with applicable requirements and to obtain the permits and approvals necessary to increase their capacity. While we typically take into account the costs to bring an asset into compliance with applicable requirements during the acquisition process, we may incur costs beyond those estimated in the pre-acquisition stage.

Other Regulations

Many of our facilities own and operate above ground or underground storage tanks that are generally used to store petroleum-based products. These tanks are subject to federal, state and local laws and regulations that mandate their periodic testing, upgrading, closure and removal. In the event of leaks or releases from these tanks, these regulations require that polluted groundwater and soils be remediated. While we believe that all of our underground storage tanks currently meet applicable regulatory requirements in all material respects, there can be no guarantee that some tanks will not fail to meet such requirements in the future. We maintain a storage tank liability policy which, subject to limitations and exclusions, provides coverage for first-party remediation and third-party claims.

With regard to our solid waste transportation operations, we are subject to the jurisdiction of the Surface Transportation Board and are regulated by the Federal Highway Administration, Office of Motor Carriers, and by regulatory agencies in states that regulate such matters. Various state and local government authorities have adopted, or are considering adopting, laws and regulations that would restrict the transportation of solid waste across state, county, or other jurisdiction lines. In 1978, the U.S. Supreme Court ruled that a law that restricts the importation of out-of-state solid waste is unconstitutional; however, states have attempted to distinguish proposed laws from those involved in and implicated by that ruling. In 1994, the U.S. Supreme Court ruled that a flow control law, which attempted to restrict solid waste from leaving its place of generation, imposes an impermissible burden upon interstate commerce and is unconstitutional. However, in 2007, the U.S. Supreme Court upheld the right of a local government to direct the flow of solid waste to a publicly owned and publicly operated waste facility. A number of county and other local jurisdictions have enacted ordinances or other regulations restricting the free movement of solid waste across jurisdictional boundaries. Other governments may enact similar regulations in the future. These regulations may, in some cases, cause a decline in volumes of waste delivered to our landfills or transfer stations and may increase our costs of disposal.

Emissions from Natural Gas Fueling and Infrastructure

We operate a fleet of 372 CNG vehicles and we plan to continue to transition a portion of our collection fleet from diesel fuel to CNG, in locations where it is cost beneficial. We have constructed and operate natural gas fueling stations. Concerns have been raised about the potential for emissions from the fueling stations and infrastructure that serve natural gas-fueled vehicles. Additional regulation of, or restrictions on, CNG fueling infrastructure or reductions in associated tax incentives could increase our operating costs. We are not yet able to evaluate potential operating changes or costs associated with such regulations, but we do not anticipate that such regulations would have a material adverse impact on our business as a whole or our current plan to continue transitioning to CNG vehicles.

ITEM 1A. *RISK FACTORS*

We have a history of losses and may not achieve or sustain profitability in the future.

We incurred net losses of $33.6, $17.1 and $117.8 for the years ending December 31, 2015, 2014 and 2013, respectively. We may not achieve profitability in the foreseeable future, if at all.

We operate in a highly competitive industry and may not be able to compete effectively with larger and better capitalized companies and governmental service providers.

Our industry is highly competitive and requires substantial labor and capital resources. Some of the markets in which we compete or plan to compete are served by one or more large, national companies, as well as by regional and local companies of varying sizes and resources, some of which may have accumulated substantial goodwill in their markets. Some of our competitors may also be better capitalized than we are, have greater name recognition than we do or be able to provide or be willing to bid their services at a lower price than we may be willing to offer. Our inability to compete effectively could hinder our growth or adversely impact our operating results.

We also compete with counties, municipalities and solid waste districts that maintain or could in the future choose to maintain their own waste collection and disposal operations, including through the implementation of flow control ordinances or similar legislation. These operators may have financial advantages over us because of their access to user fees and similar charges, tax revenues, tax-exempt financing or government subsidies

We may lose contracts through competitive bidding, early termination or governmental action.

We derive a significant portion of our revenues from markets in which we have exclusive arrangements, including municipal contracts. Our municipal contracts are for a specified term and are or will be subject to competitive bidding in the future. Although we intend to bid on additional municipal contracts in our target markets, we may not always, or ever, be the successful bidder. In addition, some or all of our customers, including municipalities, may terminate their contracts with us prior to their scheduled expiration dates. Similar risks may affect contracts that we are awarded to operate municipally owned assets, such as landfills.

Governmental action may also affect our exclusive arrangements. Municipalities may annex unincorporated areas within counties where we provide collection services. As a result, our customers in such annexed areas may be required to obtain services from competitors that have been franchised by the annexing municipalities to provide those services. In addition, municipalities in which we provide services on a competitive basis may elect to franchise those services. Unless we are awarded franchises by these municipalities, we will lose customers. Municipalities may also decide to directly provide services to their residents, on an optional or mandatory basis, which may cause us to lose customers. If we are not able to replace lost revenues resulting from unsuccessful competitive bidding, early termination or the renegotiation of existing contracts with other revenues within a reasonable time period, our results of operations and financial condition could be adversely affected.

Our results are vulnerable to economic conditions.

Our business and financial results would be harmed by downturns in the general economy, or in the economy of the regions in which we operate as well as other factors affecting those regions. In an economic slowdown, we experience the negative effects of decreased waste generation, increased competitive pricing pressure, customer turnover, reductions in customer service requirements, and customer business closings and bankruptcies. Two lines of business that could see a more immediate impact would be 1) construction and demolition and 2) special waste disposal. In addition, a weaker economy may result in declines in recycled commodity prices. Worsening economic conditions or a prolonged or recurring economic recession could adversely affect our operating results and expected seasonal fluctuations. Further, we cannot assure you that any improvement in economic conditions after such a downturn will result in positive improvement in our operating results or cash flows.

Some of our customers, including governmental entities, have suffered financial difficulties affecting their credit risk, which could negatively impact our operating results.

We provide service to a number of governmental entities and municipalities, some of which have suffered significant financial difficulties due to the downturn in the economy, reduced tax revenue and/or high cost structures. Some of these entities could be unable to pay amounts owed to us or renew contracts with us at previous or increased rates. Many non-governmental customers have also suffered serious financial difficulties, including bankruptcy in some cases. Purchasers of our recyclable commodities can be particularly vulnerable to financial difficulties in times of commodity price volatility. The inability of our customers to pay us in a timely manner or to pay increased rates, particularly large national accounts, could negatively affect our operating results.

favorable to us or at all. In addition, we may be unable to obtain the necessary regulatory approvals to complete potential acquisitions. The integration of acquired businesses and other assets may require significant management time and resources that would otherwise be available for the ongoing management of our existing operations. Furthermore, acquired assets may be subject to liabilities and risks that were not identified at the time they were acquired.

A portion of our growth and future financial performance depends on our ability to integrate acquired businesses and the success of our acquisitions.

One component of our growth strategy involves achieving economies of scale and operating efficiencies by growing through acquisitions. We may not achieve these goals unless we are able to effectively combine the operations of acquired businesses with our existing operations. Similar risks may affect contracts that we are awarded to operate municipally-owned assets, such as landfills. In addition, we are not always able to control the timing of our acquisitions. Our inability to complete acquisitions within the time frames that we expect may cause our operating results to be less favorable than expected.

Even if we are able to make acquisitions on advantageous terms and are able to integrate them successfully into our operations and organization, some acquisitions may not fulfill our anticipated financial or strategic objectives in a given market due to factors that we cannot control, such as the price of crude oil, market position, competition, customer base, loss of key employees, third-party legal challenges or governmental actions. In addition, we may change our strategy with respect to a market or acquired businesses and decide to sell such operations at a loss, or keep those operations and recognize an impairment of goodwill and/or intangible assets. Similar risks may affect contracts that we are awarded to operate municipally owned assets, such as landfills.

Each business that we acquire or have acquired may have liabilities or risks that we fail or are unable to discover, or that become more adverse to our business than we anticipated at the time of acquisition.

It is possible that the operations or sites we have acquired in the past, or which we may acquire in the future, have liabilities or risks with respect to former or existing operations or properties, or otherwise, which we have not been able to identify and assess through our due diligence investigations. As a successor owner, we may be legally responsible for those liabilities that arise from businesses that we acquire. Even if we obtain legally enforceable representations, warranties and indemnities from the sellers of such businesses, they may not cover the liabilities fully or the sellers may not have sufficient funds to perform their obligations. Some environmental liabilities, even if we do not expressly assume them, may be imposed on us under various regulatory schemes and other applicable laws regardless of whether we caused or contributed to any conditions that result in such liabilities. In addition, our insurance program may not cover such sites and will not cover liabilities associated with some environmental issues that may have existed prior to attachment of coverage. A successful uninsured claim against us could harm our financial condition or operating results. Furthermore, risks or liabilities of which we are unaware or we judge to be not material or remote at the time of acquisition may develop into more serious risks to our business. Any adverse outcome resulting from such risks or liabilities could harm our operations and financial results and create negative publicity, which could damage our reputation and competitive position.

The seasonal nature of our business and "event-driven" waste projects cause our results to fluctuate.

Based on historic trends, we expect our operating results to vary seasonally, with revenues typically lowest in the first quarter, higher in the second and third quarters, and lower in the fourth quarter than in the second and third quarters. This seasonality reflects the lower volume of solid waste generated during the late fall, winter and early spring because of decreased construction and demolition activities during the winter months in the U.S. and reduced drilling activity during harsh weather conditions. Conversely, mild winter weather conditions may reduce demand for oil and natural gas, which may cause our customers to curtail their drilling programs, which could result in production of lower volumes of waste.

Our business is located mainly in the Southern, Midwestern and Eastern United States. Therefore, our business, financial condition and results of operations are susceptible to downturns in the general economy in these geographic regions and other factors affecting the regions, such as state regulations and severe weather conditions.

Adverse winter weather conditions slow waste collection activities, resulting in higher labor and operational costs. Greater precipitation in the winter increases the weight of collected waste, resulting in higher disposal costs, which are calculated on a per ton basis, and increased leachate disposal costs. Certain weather conditions, including severe storms, may result in temporary suspension of our operations, which can significantly impact the operating results of the affected areas. Conversely, weather-related occurrences and other "event-driven" waste projects can boost revenues through heavier weight loads or additional work for a limited time period. These factors impact period-to-period comparisons of financial results.

We may be subject in the normal course of business to judicial, administrative or other third-party proceedings that could interrupt or limit our operations, result in adverse judgments, settlements or fines and create negative publicity.

Individuals, citizens groups, trade associations, community groups or environmental activists may bring actions against us in connection with our operations that could interrupt or limit the scope of our business. Many of these matters raise difficult and

resale and purchase prices of, and market demand for, recyclable materials fluctuate due to changes in economic conditions and numerous other factors beyond our control. These fluctuations may affect our financial condition, results of operations and cash flows.

Increases in labor and disposal and related transportation costs could impact our financial results.

Our continued success will depend on our ability to attract and retain qualified personnel. We compete with other businesses in our markets for qualified employees. From time to time, the labor supply is tight in some of our markets. A shortage of qualified employees, such as truck drivers or mechanics, would require us to enhance our wage and benefits packages to compete more effectively for employees, to hire more expensive temporary employees or to contract for services with more expensive third-party vendors. Labor is one of our highest costs and relatively small increases in labor costs per employee could materially affect our cost structure. If we fail to attract and retain qualified employees, control our labor costs during periods of declining volumes or recover any increased labor costs through increased prices we charge for our services or otherwise offset such increases with cost savings in other areas, our operating margins could suffer. Disposal and related transportation costs are a significant cost category for us. If we incur increased disposal and related transportation costs to dispose of solid waste and if we are unable to pass these costs on to our customers, our operating results would suffer.

Efforts by labor unions could divert management attention and adversely affect operating results.

From time to time, labor unions attempt to organize our employees. Some groups of our employees are represented by unions, and we have negotiated collective bargaining agreements with most of these groups. We are currently engaged in negotiations with other groups of employees represented by unions. Additional groups of employees may seek union representation in the future. From time to time, we are subject to unfair labor practice charges, complaints and other legal, administrative and arbitration proceedings initiated against us by unions, the National Labor Relations Board or our employees, which could negatively impact our operating results. Negotiating collective bargaining agreements could divert management attention, which could also adversely affect operating results. If we are unable to negotiate acceptable collective bargaining agreements, we may be subject to labor disruptions, such as union-initiated work stoppages, including strikes. Depending on the type and duration of any labor disruptions, our operating expenses could increase significantly, which could adversely affect our financial condition, results of operations and cash flows.

We could face significant withdrawal liability if we withdraw either individually or as part of a mass withdrawal from participation in any underfunded multiemployer pension plans in which we participate.

We participate in a number of "multiemployer" pension plans administered by employer and employee trustees. We make periodic contributions to these plans pursuant to our various contractual obligations to do so. In the event that we withdraw from participation in or otherwise cease our contributions to one of these plans, then applicable law regarding withdrawal liability could require us to make additional contributions to the plan if it is underfunded, and we would have to reflect that as an expense in our consolidated statement of operations and as a liability on our consolidated balance sheet. Our withdrawal liability that would be paid to any multiemployer plan would depend on the extent of the plan's funding of vested benefits. In the ordinary course of our renegotiation of collective bargaining agreements with labor unions that participate in these plans, we may decide to discontinue participation in a plan, and in that event, we could face a withdrawal liability. Some multiemployer plans in which we participate may from time to time have significant underfunded liabilities. Such underfunding could increase the size of our potential withdrawal liability.

Increases in insurance costs and the amount that we self-insure for various risks could reduce our operating margins and reported earnings.

We maintain high deductible insurance policies for automobile, general, employer's, environmental, directors' and officers', employment practices and fiduciary liability as well as for employee group health insurance, property insurance and workers' compensation. We carry umbrella policies for certain types of claims to provide excess coverage over the underlying policies and per incident deductibles. The amounts that we self-insure could cause significant volatility in our operating margins and reported earnings based on the occurrence and claim costs of incidents, accidents, injuries and adverse judgments. Our insurance accruals are based on claims filed and estimates of claims incurred but not reported and are developed by our management with assistance from our third-party actuary and our third-party claims administrator. To the extent these estimates are inaccurate, we may recognize substantial additional expenses in future periods that would reduce operating margins and reported earnings. From time to time, actions filed against us include claims for punitive damages, which are generally excluded from coverage under all of our liability insurance policies. A punitive damage award could have an adverse effect on our reported earnings in the period in which it occurs. Significant increases in premiums on insurance that we retain also could reduce our margins.

regulators and the public. While our financial statements have been prepared in accordance with GAAP, we cannot predict the impact of future changes to accounting principles or our accounting policies on our financial statements in the future.

We are subject to substantial governmental regulation and failure to comply with these requirements, as well as enforcement actions and litigation arising from an actual or perceived breach of such requirements, could subject us to fines, penalties and judgments, and impose limits on our ability to operate and expand.

We are subject to potential liability and restrictions under environmental laws and regulations, including those relating to the transportation, recycling, treatment, storage and disposal of wastes, discharges of pollutants to air and water, and the remediation of contaminated soil, surface water and groundwater. The waste management industry has been and will continue to be subject to regulation, including permitting and related financial assurance requirements, as well as attempts to further regulate the industry, including efforts to regulate the emission of GHG. Our operations are subject to a wide range of federal, state and, in some cases, local environmental, odor and noise and land use restrictions. Further restrictions could include:

- limitations on siting and constructing new waste disposal, transfer, recycling or processing facilities or on expanding existing facilities;
- regulations or levies on collection and disposal prices, rates and volumes;
- limitations or bans on disposal or transportation of out-of-state waste or certain categories of waste;
- mandates regarding the management of solid waste, including requirements to recycle, divert or otherwise process certain waste, recycling and other streams; or
- limitations or restrictions on the recycling, processing or transformation of waste, recycling and other streams.

Regulations affecting the siting, design and closure of landfills could require us to undertake investigatory or remedial activities, curtail operations or close landfills temporarily or permanently. Future changes in these regulations may require us to modify, supplement or replace equipment or facilities. The costs of complying with these regulations could be substantial. In order to develop, expand or operate a landfill or other waste management facility, we must have various facility permits and other governmental approvals, including those relating to zoning, environmental protection and land use. These permits and approvals are often difficult, time consuming and costly to obtain and could contain conditions that limit our operations.

We also have significant financial obligations relating to final capping, closure, post-closure and environmental remediation at our existing landfills. We establish accruals for these estimated costs, but we could underestimate such accruals. Environmental regulatory changes could accelerate or increase capping, closure, post-closure and remediation costs, requiring our expenditures to materially exceed our current accruals.

Legislation allowing restrictions on interstate transportation of out-of-state or out-of-jurisdiction waste and certain types of flow control, or judicial interpretations of interstate waste and flow control legislation, could adversely affect our solid and hazardous waste management services.

Additionally, regulations establishing extended producer responsibility ("EPR") are being considered or implemented in many places around the world, including in the U.S. EPR regulations are designed to place either partial or total responsibility on producers to fund the post-use life cycle of the products they create. Along with the funding responsibility, producers may be required to take over management of local recycling programs by taking back their products from end users or managing the collection operations and recycling processing infrastructure. There is no federal law establishing EPR in the U.S.; however, state and local governments could, and in some cases have, taken steps to implement EPR regulations. If wide-ranging EPR regulations were adopted, they could have a fundamental impact on the waste streams we manage and how we operate our business, including contract terms and pricing. A significant reduction in the waste, recycling and other streams we manage could have a material adverse effect on our financial condition, results of operations and cash flows.

Enforcement or implementation of foreign regulations can affect our ability to export products. In 2013, the Chinese government began to strictly enforce regulations that establish limits on moisture and non-conforming materials that may be contained in imported recycled paper and plastics. The higher quality expectations resulting from initiatives such as Operation Green Fence can drive up operating costs in the recycling industry, particularly for single stream MRFs. Single stream MRFs process a wide range of commingled materials and tend to receive a higher percentage of non-recyclables, which results in increased processing and residual disposal costs. If Operation Green Fence or other similar initiatives or new regulations increase our operating costs in the future, and we are not able to recapture those costs from our customers, such regulations could have a material adverse effect on our results of operations.

If we are not able to comply with the requirements that apply to a particular facility or if we operate without the necessary approvals or permits, we could be subject to administrative or civil, and possibly criminal, fines and penalties, and we may be

We generally seek to work with the authorities or other persons involved in these proceedings to resolve any issues raised. If we are not successful, the adverse outcome of one or more of these proceedings could result in, among other things, material increases in our costs or liabilities as well as material charges for asset impairments.

The adoption of climate change legislation or regulations restricting emissions of GHGs could increase our costs to operate.

Our landfill operations emit methane, which is identified as a GHG. There are a number of legislative and regulatory efforts at the state, regional and federal levels to curtail the emission of GHGs to ameliorate the effect of climate change. On August 3, 2015, the EPA finalized the Clean Power Plan rule, which regulates CO2 emissions from existing power plants, and the Carbon Pollution Standards for new, modified, and reconstructed power plants. Also, on January 14, 2015, the Obama Administration announced the goal of limiting methane emissions via a host of proposed and anticipated regulations directed at the oil and gas industry. On August 18, 2015, the EPA proposed updated methane emissions standards for new and modified oil and gas emissions sources. On August 14, 2015, the EPA proposed updates to its 1996 Emission Guidelines for existing MSW landfills that would further reduce methane emissions, and, in a separate action, the EPA issued a supplemental proposal for reducing methane emissions from new and modified landfills. Comprehensive federal climate change legislation could impose costs on our operations that might not be offset by the revenue increases associated with our lower-carbon service options, the materiality of which we cannot predict. In 2010, the EPA published a PSD and Title V GHG Tailoring Rule, which expanded the EPA's federal air permitting authority to include the six GHGs. The rule sets new thresholds for GHG emissions that define when the Clean Air Act of 1970, as amended (the "Clean Air Act"), permits are required. In June 2015, the EPA and the Department of Transportation's National Highway Traffic Safety Administration proposed a national program that would establish the next phase of GHG emissions and fuel efficiency standards for medium and heavy-duty vehicles. The current requirements of these rules have not significantly affected our operations or cash flows, due to the tailored thresholds and exclusions of certain emissions from regulation. However, if certain changes to these regulations were enacted, such as lowering the thresholds or the inclusion of biogenic emissions, then the amendments could have an adverse effect on our operating costs.

Future changes in laws or renewed enforcement of laws regulating the flow of solid waste in interstate commerce could adversely affect our operating results.

Various state and local governments have enacted, or are considering enacting, laws and regulations that restrict the disposal within the jurisdiction of solid waste generated outside the jurisdiction. In addition, some state and local governments have promulgated, or are considering promulgating, laws and regulations which govern the flow of waste generated within their respective jurisdictions. These "flow control" laws and regulations typically require that waste generated within the jurisdiction be directed to specified facilities for disposal or processing, which could limit or prohibit the disposal or processing of waste in our transfer stations and landfills. Such flow control laws and regulations could also require us to deliver waste collected by us within a particular jurisdiction to facilities not owned or controlled by us, which could increase our costs and reduce our revenues. In addition, such laws and regulations could require us to obtain additional costly licenses or authorizations to be deemed an authorized hauler or disposal facility.

The waste management industry is undergoing fundamental change as traditional waste streams are increasingly viewed as renewable resources and changes in laws and environmental policies may limit the items that enter the waste stream, any of which may adversely impact volumes and tipping fees at our landfills. Alternatives to landfill disposal may cause our revenues and operating results to decline.

As we have continued to develop our landfill capacity, the waste management industry has increasingly recognized the value of the waste stream as a renewable resource and new alternatives to landfilling are being developed that seek to maximize the renewable energy and other resource benefits of waste. We are increasingly competing with companies that seek to use parts of the waste stream as feedstock for renewable energy supplies. In addition, environmental initiatives, such as product stewardship and EPR, which hold manufacturers or other actors in the product life cycle responsible for the disposal of manufactured goods, may reduce the volume of products that enter the waste stream. Further, there may be changes in the laws that reclassify items in the waste stream as hazardous or that prohibit the disposal of certain wastes in our landfills. These alternatives and changes in laws may impact the demand for landfill space, which may affect our ability to operate our landfills at full capacity, as well as the tipping fees and prices that we can charge for utilization of landfill space. As a result, our revenues and operating margins could be adversely affected.

Counties and municipalities in which we own and operate landfills may be required to formulate and implement comprehensive plans to reduce the volume of solid waste deposited in landfills through waste planning, composting, recycling or other programs. Some state and local governments prohibit the disposal of certain types of wastes, such as yard waste, at landfills. Such actions have reduced and may in the future further reduce the volume of waste going to landfills in certain areas, which may affect our ability to operate our landfills at full capacity and could adversely affect our operating results.

- pay dividends on, repurchase or make distributions in respect of capital stock or make other restricted payments;
- place limitations on distributions from restricted subsidiaries;
- issue or sell capital stock of restricted subsidiaries;
- guarantee certain indebtedness;
- make certain investments;
- sell or exchange assets;
- enter into transactions with affiliates;
- create certain liens; and
- consolidate, merge or transfer all or substantially all of our assets and the assets of our subsidiaries on a consolidated basis.

A breach of any of these covenants could result in a default under one or more of these agreements, including as a result of cross default provisions, and, in the case of our existing revolving credit facility, permit the lenders to cease making loans to us.

We may utilize derivative financial instruments to reduce our exposure to market risks from changes in interest rates on our variable rate indebtedness and we will be exposed to risks related to counterparty credit worthiness or non-performance of these instruments.

We may enter into pay-fixed interest rate swaps to limit our exposure to changes in variable interest rates. Such instruments may result in economic losses should exchange rates decline to a point lower than our fixed rate commitments. We will be exposed to credit-related losses which could impact the results of operations in the event of fluctuations in the fair value of the interest rate swaps due to a change in the credit worthiness or non-performance by the counterparties to the interest rate swaps. See Note 8, Derivative Instruments and Hedging Activities, to our audited consolidated financial statements included elsewhere in this Form 10-K.

ITEM 1B. *UNRESOLVED STAFF COMMENTS*

None.

ITEM 2. *PROPERTIES*

Our corporate headquarters is located at 90 Fort Wade Rd, Ponte Vedra, Florida 32081, where we currently lease approximately 63,000 square feet of office space under a lease expiring through 2020. We also maintain regional administrative offices in North Carolina, Georgia and Illinois.

Our principal property and equipment consists of land, landfills, buildings, vehicles and equipment. We own or lease real property in the states in which we conduct operations. At December 31, 2015, we owned or operated 93 collection operations, 76 transfer stations, 39 active solid waste landfills and 21 recycling facilities in 17 states and the Bahamas. In aggregate, our active solid waste landfills total approximately 21,000 acres, including approximately 11,700 permitted and expansion acres. "Expansion acreage" consists of unpermitted acreage where the related expansion efforts meet our criteria to be included as expansion airspace. A discussion of the related criteria is included within the Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Estimates and Assumptions section included herein. We also own or have responsibilities for five closed landfills. We believe that our property and equipment are adequate for our current needs.

ITEM 3. *LEGAL PROCEEDINGS*

Information regarding our legal proceedings can be found under the "Commitments and Contingencies" section of Note 20 of our consolidated financial statements included in Item 8 of this report and is incorporated herein by reference.

PART II

ITEM 5. *MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES*

Not applicable.

ITEM 6. *SELECTED FINANCIAL DATA*

The information below was derived from the audited Consolidated Financial Statements included in this report and in previous reports we filed with the SEC. This information should be read together with those Consolidated Financial Statements and the notes thereto. The adoption of new accounting pronouncements, changes in certain accounting policies and certain reclassifications impact the comparability of the financial information presented below. These historical results are not necessarily indicative of the results to be expected in the future.

(In millions of dollars)

	For the Year Ended December 31,				
	2015	2014	2013	2012	2011
Consolidated Statement of Operations Data (a):					
Service revenues	$ 1,396.4	$ 1,403.0	$ 1,319.1	$ 537.9	$ 427.4
Costs and expenses:					
Operating	866.6	896.1	832.8	336.7	261.8
Selling, general and administrative (b)	152.6	154.9	170.9	101.0	61.6
Depreciation and amortization	259.1	271.4	278.9	104.1	76.5
Acquisition and development costs	1.4	0.1	1.2	1.2	3.5
Loss on disposal of assets and asset impairments (c)	21.6	6.5	3.2	45.8	14.1
Restructuring	—	4.6	10.0	9.9	—
	1,301.3	1,333.6	1,297.0	598.7	417.5
Operating income (loss)	95.1	69.4	22.1	(60.8)	9.9
Interest expense	(138.0)	(141.5)	(163.1)	(49.4)	(24.5)
Other (expense)/income, net (d)	(10.1)	(25.9)	0.3	(8.1)	(4.3)
(Loss) income before income taxes	(53.0)	(98.0)	(140.7)	(118.3)	(18.9)
(Benefit) provision for income taxes (e)	(19.4)	(80.6)	(45.4)	(13.5)	3.5
Net loss from continuing operations	(33.6)	(17.4)	(95.3)	(104.8)	(22.4)
Income (loss) from discontinued operations, net of tax (f)	—	0.3	(22.5)	(89.2)	0.2
Net loss from continuing operations	(33.6)	(17.1)	(117.8)	(194.0)	(22.2)
Less: net loss attributable to non-controlling interest	—	—	—	(1.4)	(0.2)
Net loss	$ (33.6)	$ (17.1)	$ (117.8)	$ (192.6)	$ (22.0)
Consolidated Statement of Cash Flows Data:					
Net cash provided by operating activities	$ 244.5	$ 243.2	$ 180.3	$ 55.2	$ 86.8
Net cash used in investing activities	$ (197.4)	$ (201.2)	$ (154.8)	$ (1,980.5)	$ (133.7)
Net cash (used in)/provided by financing activities	$ (47.5)	$ (53.0)	$ (32.3)	$ 1,937.2	$ 40.7
Consolidated Balance Sheet Data:					
Total assets (h)	$ 3,422.3	$ 3,489.5	$ 3,554.2	$ 3,725.2	$ 1,371.0
Debt, including current portion (g) (h)	$ 2,247.1	$ 2,243.0	$ 2,259.3	$ 2,272.5	$ 435.8
Total stockholders' equity	$ 489.8	$ 528.9	$ 551.5	$ 662.5	$ 721.5

(a) We completed the Veolia Acquisition on November 20, 2012 and the results of operations have been consolidated from the date of acquisition.

ITEM 7. *MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS*

The following discussion should be read in conjunction with the "Selected Financial Data" included in Item 6 of this Annual Report on Form 10-K, our consolidated financial statements and the related notes included elsewhere in this report.

Overview

We are a leading integrated provider of non-hazardous solid waste collection, transfer, recycling and disposal services, operating primarily in secondary markets or under exclusive arrangements. We have a presence in 17 states across the Midwest, South and East regions of the United States, serving approximately 2.8 million residential and 202,000 C&I customers through our extensive network of 93 collection operations, 76 transfer stations, 21 owned or operated recycling facilities and 39 owned or operated landfills. We seek to drive financial performance in markets in which we own or operate a landfill or in certain disposal-neutral markets, where the landfill is owned by our municipal customer. In markets in which we own or operate a landfill, we aim to create and maintain vertically integrated operations through which we manage a majority of our customers' waste from the point of collection through the point of disposal, a process we refer to as internalization. By internalizing a majority of the waste in these markets, we are able to deliver high quality customer service while also ensuring a stable revenue stream and maximizing profitability and cash flow from operations. In disposal-neutral markets, we focus selectively on opportunities where we can negotiate exclusive arrangements with our municipal customers, facilitating highly-efficient and profitable collection operations with lower capital requirements.

Geographically, we focus our business principally in secondary, or less densely populated non-urban, markets where the presence of large national providers is generally more limited. We also compete selectively in primary, or densely populated urban, markets where we can capitalize on opportunities for vertical integration through our high-quality transfer and disposal infrastructure and where we can benefit from highly-efficient collection route density. We maintain an attractive mix of revenue from varying sources, including residential collections, C&I collections, landfill gas and special waste streams, and fees charged to third parties for disposal in our network of transfer stations and landfills, with limited exposure to commodity sales. We also benefit from a high degree of customer diversification, with no single customer accounting for more than 2% of revenue for the twelve months ended December 31, 2015. Our business mix and large and diverse customer base, combined with our long term contracts and historically high renewal rates, provide us with significant revenue and earnings stability and visibility.

We intend to grow our business and expand the scope of our operations by adding new C&I customers, securing additional exclusive municipal contracts and executing value enhancing, tuck-in acquisitions, while maintaining a relentless focus on prudent cost management and pricing discipline. To this end, we are committed to investing in strategic infrastructure including the development and enhancement of our landfills, the conversion of our residential collection fleet to automated vehicles and the conversion of our collection fleet to CNG-fueled vehicles in certain markets in which we can achieve an attractive return on our investment. In addition to our focus on growing revenues and enhancing profitability, we remain financially disciplined through our careful management of returns on equity and capital deployed.

Our fiscal year ends December 31 of each year and we refer to the fiscal year ended December 31, 2015 as "fiscal 2015," the fiscal year ended December 31, 2014 as "fiscal 2014" and the fiscal year ended December 31, 2013 as "fiscal 2013".

How We Generate Revenue

Through our subsidiaries, we generate revenue primarily by providing collection and disposal services to commercial, industrial, municipal and residential customers. Our remaining revenue is generated from recycling, fuel fees and environmental fees, landfill gas-to-energy operations and other ancillary revenue-generating activities. Revenues from our collection operations consist of fees we receive from municipal, subscription, residential and C&I customers and are influenced by factors such as collection frequency, type of collection equipment furnished, type and volume or weight of the waste collected, distance to the recycling, transfer station or disposal facilities and our disposal costs. Our standard C&I service agreement is a five-year renewable agreement. Management believes we maintain strong relationships with our C&I customers, which is supported by an approximate 10% commercial customer churn rate since we started tracking this information eight quarters ago. Our municipal customer relationships are generally supported by exclusive contracts ranging from three to ten years in initial duration, with subsequent renewal periods, and we have historically achieved a renewal rate of approximately 84% with these customers. Certain of our municipal contracts have annual price escalation clauses that are tied to changes in an underlying base index such as the consumer price index. We provide commercial front load and temporary and permanent rolloff service offerings to our customers. While the majority of our rolloff services are provided to customers under long-term service agreements, we generally do not enter into contracts with our temporary rolloff customers due to the relatively short-term nature of most C&D projects.

Adverse winter weather conditions can slow waste collection activities, resulting in higher labor and operational costs. Greater precipitation in the winter increases the weight of collected waste, resulting in higher disposal costs, which are calculated on a per ton basis and increased leachate disposal costs. Certain weather conditions, including severe storms, may result in temporary suspension of our operations, which can significantly impact the operating results of the affected areas. Conversely, weather related occurrences and other "event driven" waste projects can boost revenues through heavier weight loads or additional work for a limited time period. These factors impact period to period comparisons of financial results.

Results of Operations

The following table sets forth for the periods indicated our consolidated results of operations and the percentage relationship that certain items from our consolidated financial statements bear to revenue (in millions and as a percentage of our revenue).

	Year ended December 31,					
	2015		2014		2013	
Service revenues	$ 1,396.4	100.0%	$ 1,403.0	100.0%	$ 1,319.1	100.0%
Operating costs and expenses						
Operating	866.6	62.1%	896.1	63.9%	832.8	63.1%
Selling, general and administrative	152.6	10.9%	154.9	11.0%	170.9	13.0%
Depreciation and amortization	259.1	18.6%	271.4	19.3%	278.9	21.1%
Acquisition and development costs	1.4	0.1%	0.1	—%	1.2	0.1%
Loss on disposal of assets and asset impairments	21.6	1.5%	6.5	0.5%	3.2	0.2%
Restructuring charges	—	—%	4.6	0.3%	10.0	0.8%
Total operating costs and expenses	1,301.3	93.2%	1,333.6	95.1%	1,297.0	98.3%
Operating income	$ 95.1	6.8%	$ 69.4	4.9%	$ 22.1	1.7%

Operating income increased in fiscal 2015 from fiscal 2014 due to the favorable net impact of acquiring higher margin businesses while divesting of lower margin operations, pricing gains, lower net fuel costs, which is defined as fuel expense less fuel recovery fees, reduced depreciation and amortization expense, lower risk management expense, decreased selling, general and administrative costs due to completion of the rebranding and integration efforts associated with the Veolia Acquisition, partially offset by lower special waste volumes, reduced revenue from sale of recyclables and higher repairs and maintenance costs.

Operating income increased $47.3, or 214.0%, in fiscal 2014 to $69.4 from $22.1 in fiscal 2013 as a result of organic growth, the full year impact of acquisitions, decreased selling, general and administrative costs, and lower restructuring charges.

Revenue

The following table sets forth our consolidated revenues for the periods indicated (in millions and as a percentage of our total revenue).

	Year ended December 31,					
	2015		2014		2013	
Collection	$ 971.4	69.6 %	$ 950.8	67.8 %	$ 897.3	68.0 %
Disposal	499.0	35.7 %	492.8	35.1 %	453.8	34.4 %
Sale of recyclables	24.8	1.8 %	33.5	2.4 %	35.9	2.7 %
Fuel fees and environmental fees	85.8	6.1 %	92.8	6.6 %	81.5	6.2 %
Other	82.2	5.9 %	95.5	6.8 %	95.2	7.2 %
Intercompany eliminations	(266.8)	(19.1)%	(262.4)	(18.7)%	(244.6)	(18.5)%
Total	$ 1,396.4	100.0 %	$ 1,403.0	100.0 %	$ 1,319.1	100.0 %

- Other expenses, which include expenses such as facility operating costs, equipment rent, leachate treatment and disposal, and other landfill maintenance costs.
- Accretion expense related to landfill capping, closure and post-closure is included in "Operating Expenses" in our consolidated income statements, however, it is excluded from the table below (refer to discussion below "Accretion of Landfill Retirement Obligations" for a detailed discussion of the changes in amounts).

The following table summarizes the major components of our operating expenses, excluding accretion expense on our landfill retirement obligations (in millions and as a percentage of our revenue):

	Year ended December 31,					
	2015		2014		2013	
Labor and related benefits	$ 286.7	20.5%	$ 281.3	20.0%	$ 261.7	19.8%
Transfer and disposal costs	195.2	14.0%	207.8	14.8%	189.1	14.3%
Maintenance and repairs	123.7	8.9%	114.9	8.2%	102.5	7.8%
Fuel	66.6	4.8%	101.3	7.2%	99.7	7.6%
Franchise fees and taxes	67.1	4.8%	64.8	4.6%	57.1	4.3%
Risk management	25.9	1.9%	28.4	2.0%	23.5	1.8%
Other	88.3	6.3%	84.1	6.0%	85.5	6.5%
Total operating expenses	$ 853.5	61.1%	$ 882.6	62.9%	$ 819.1	62.1%

The cost categories shown above may not be comparable to similarly titled categories used by other companies.

Fiscal Year Ended December 31, 2015 compared to 2014

Operating expenses decreased by $29.1, or 3.3%, to $853.5 for 2015 from $882.6 in 2014. Operating expenses, as a percentage of revenue, decreased by 180 basis points in 2015 from 2014. The change was due to the following:

- Labor and related benefits increased by $5.4, or 1.9%, to $286.7, which was primarily attributable to merit increases and acquisition activity partially offset by disposal of certain businesses, as discussed in Note 1 to the audited consolidated financial statements
- Transfer and disposal costs decreased by $12.6, or 6.1%, to $195.2. The decrease was primarily attributable to divestitures of certain businesses (Note 1 to the audited consolidated financial statements), decreased fuel surcharges from vendors, decreased trucking costs as a result of decreased special waste volumes and reduced sub contract costs.
- Maintenance and repairs expense increased by $8.8, or 7.7%, to $123.7. The increase was driven primarily by the implementation of a standardized preventative maintenance plan on our collection fleet and landfill equipment which resulted in increased labor and material costs and increased container repair costs related to increased collection volumes. Additionally, costs increased as a result of acquisition activity.
- Fuel costs decreased $34.7, or 34.3%, to $66.6 primarily resulting from decreases in fuel prices per gallon, less severe weather, and converting trucks to compressed natural gas fuel which is cheaper than diesel fuel.
- Franchise fees and taxes increased $2.3, or 3.5%, to $67.1 for 2015 primarily due to changes in the mix of waste in disposal volumes.
- Risk management expenses decreased $2.5, or 8.8%, to $25.9 in 2015 primarily due to favorable settlements of prior year claims and an improvement in the development of existing claims compared to the same period in the prior year.
- Other operating costs increased $4.2, or 5.0%, to $88.3 in 2015 as a result of increases in leachate costs due to wet weather, increased gas system costs, and increased costs to operate our facilities.

Fiscal Year Ended December 31, 2014 compared to 2013

Operating expenses increased by $63.5, or 7.8%, to $882.6 for fiscal 2014 from $819.1 in fiscal 2013. Operating expenses, as a percentage of revenue, increased by 80 basis points in fiscal 2014 over fiscal 2013. The change was due to the following:

Rebranding and integration costs are mainly comprised of professional fees, including legal, accounting, and rebranding costs and relate to rebranding all of the acquired and merged businesses' trucks and containers and those costs expended to align the corporate and strategic operations of the acquired and merged businesses. The decrease of $7.1 in fiscal 2015 compared to 2014 is a result of the completing the overall programs associated with the rebranding and integration of the Veolia Acquisition.

Other selling, general and administrative expenses decreased by $2.2, or 4.5%, due to lower travel expenses and lower facility costs as a result of cost control measures.

Fiscal Year Ended December 31, 2014 compared to 2013

Salaries expenses increased by $0.4 in 2014 compared to 2013, but decreased 40 basis points as a percentage of revenue. The increase was primarily due to merit increases in fiscal 2014 offset by lower salaries expense related to a reduction in force that occurred in August 2014 and the resignation of an executive in the first quarter of 2014.

Legal and professional fees increased by $2.0 in 2014 compared to 2013 primarily as a result of increased fees related to defense of a legal matter. Refer to Note 20 "Commitments and Contingencies" in the audited consolidated financial statements included in Item 8 for further details regarding the legal matter.

Rebranding and integration costs were primarily related to the costs associated with the integration program from the acquisition of Veolia and other entities. The decrease of $18.7 in 2014 from 2013 is primarily a result of efforts to complete the integration program in fiscal 2014.

Other selling, general and administrative expenses increased by $0.3 but decreased 20 basis points as a percentage of revenue mainly due to an increase in bank charges and payroll processing costs.

Depreciation and Amortization

The following table summarizes the components of depreciation and amortization expense by asset type (in millions and as a percentage of our revenue). For a detailed discussion of depreciation and amortization by asset type refer to the discussion included in the following two sections herein.

	Year ended December 31,					
	2015		2014		2013	
Depreciation, amortization and depletion of property and equipment	$ 216.3	15.5%	$ 229.1	16.3%	$ 236.7	17.9%
Amortization of other intangible assets and other assets	42.8	3.1%	42.3	3.0%	42.2	3.2%
Depreciation and amortization	$ 259.1	18.6%	$ 271.4	19.3%	$ 278.9	21.1%

Depreciation, Amortization and Depletion of Property and Equipment

Depreciation, amortization and depletion expense includes depreciation of fixed assets over the estimated useful life of the assets using the straight-line method, and amortization and depletion of landfill airspace assets under the units-of-consumption method. We depreciate all fixed assets to a zero net book value, and do not apply salvage values.

The following table summarizes depreciation, amortization and depletion of property and equipment for the periods indicated (in millions and as a percentage of our revenue):

	Year ended December 31,					
	2015		2014		2013	
Depreciation and amortization of property and equipment	$ 127.5	9.1%	$ 122.8	8.7%	$ 141.8	10.7%
Landfill depletion and amortization	88.8	6.4%	106.3	7.6%	94.9	7.2%
Depreciation, amortization and depletion expense	$ 216.3	15.5%	$ 229.1	16.3%	$ 236.7	17.9%

operations have been included in discontinued operations in the accompanying consolidated statements of operations for all periods presented.

Losses from discontinued operations before income tax for fiscal 2015, 2014 and 2013 was $0.0, $0.7 and $29.6, respectively. The decreases in the loss from 2015 to 2014 and 2014 to 2013 were due to the completion of the sale of the businesses that were classified within discontinued operations.

Restructuring Charges

In fiscal 2015, no new restructuring plans were adopted and no restructuring costs were incurred.

In fiscal 2014, we recognized approximately $0.4 of severance costs, $0.6 of lease termination costs and $0.3 of relocation costs in the Midwest region; $0.4 of severance costs and $0.3 of relocation costs in the East region; $0.2 of severance costs and $0.8 of relocation costs in the South region; as well as $1.6 of primarily relocation costs for Corporate.

In fiscal 2013, we recognized approximately $2.5 of severance costs, $1.7 of lease termination costs and $2.3 of relocation costs in the Midwest region; $0.6 of lease termination costs in the East region; $0.3 of lease termination costs in the South region and $0.3 of other expenses; as well as $2.3 of severance costs for Corporate.

Other, Net

Changes in the fair value and settlements of the fuel derivative instruments are recorded in other (expense) income, net in the audited consolidated statements of operations and amounted to an expense of $15.4 and $29.0 for fiscal 2015 and 2014, respectively. Income from equity investee for fiscal 2015, 2014 and 2013 was $1.3, $1.2 and $0.8, respectively. We realized a gain on sale of $2.5 from the disposition of an investment security in fiscal 2015.

Interest Expense

The following table provides the components of interest expense for the periods indicated (in millions and as a percentage of our revenue):

	Year ended December 31,					
	2015		2014		2013	
Interest expense on debt and capital lease obligations	$ 119.4	8.6 %	$ 123.1	8.8 %	$ 140.1	10.6%
Accretion of original issue discounts and loan costs	19.5	1.4 %	20.0	1.4 %	17.6	1.3%
Amortization of terminated interest rate swaps	—	— %	—	— %	6.0	0.5%
Less: Capitalized interest	(0.9)	(0.1)%	(1.6)	(0.1)%	(0.6)	—%
Total Interest Expense	$ 138.0	9.9 %	$ 141.5	10.1 %	$ 163.1	12.4%

Interest expense decreased in fiscal 2015 from fiscal 2014 due to the benefit from lower debt levels on the Term Loan B Facility (as defined below) in fiscal 2015 compared to fiscal 2014. Interest expense decreased in fiscal 2014 from fiscal 2013 as a result of refinancing the Term Loan B Facility, which lowered the overall interest rate on the Term Loan B Facility by 50 basis points. Additionally, we benefited from lower debt levels on the Term Loan B Facility in fiscal 2014 compared to fiscal 2013.

Debt Modifications

We modified our Term Loan B Facility in February 2014 and 2013 and incurred approximately $1.3 and $22.5, respectively of costs in connection with the modifications, which were recorded as a reduction to long-term debt and are being amortized as and adjustment to interest expense using the effective interest rate method. The modification in February 2014 lowered the interest rate floor by 50 basis points and the modification in February 2013 lowered the margin by 100 basis points. No gain or loss was recorded upon consummation of the transaction, as it was treated as a modification of debt in accordance with current accounting guidance.

Reportable Segments

Our operations are managed through three geographic regions (South, East and Midwest) that we designate as our reportable segments. Revenues and operating income/(loss) for our reportable segments for the periods indicated, is shown in the following tables (in millions):

	Services Revenue	Operating Income (Loss)	Depreciation and Amortization
For the Year Ended December 31, 2015			
South	$ 488.7	$ 66.9	$ 73.2
East	366.3	25.0	74.0
Midwest	541.5	61.1	103.8
Corporate	(0.1)	(57.9)	8.1
	$ 1,396.4	$ 95.1	$ 259.1
For the Year Ended December 31, 2014			
South	$ 493.7	$ 72.2	$ 70.3
East	364.3	8.7	85.1
Midwest	545.2	51.2	108.1
Corporate	(0.2)	(62.7)	7.9
	$ 1,403.0	$ 69.4	$ 271.4
For the Year Ended December 31, 2013			
South	$ 475.4	$ 66.4	$ 79.0
East	331.1	7.7	78.7
Midwest	512.6	39.6	112.6
Corporate	—	(91.6)	8.6
	$ 1,319.1	$ 22.1	$ 278.9

Comparison of Reportable Segments—Fiscal 2015 compared to Fiscal 2014

South Segment

Revenue for fiscal 2015 decreased $5.0 or 1.0% from fiscal 2014. Approximately $14.0 of the decline was due to the divestiture of businesses (see Note 1 "Business Operations" in the audited consolidated financial statements), $2.2 was due to declines in commodity revenue, and $1.3 was due to declines in fuel fee revenue. The decrease was partially offset by a $12.5 increase in disposal revenue impacted by stronger volumes and pricing gains.

Operating income from our South Region decreased by $5.3 or 7.3% from fiscal 2014. The decrease in operating income was driven by an increase in the loss on disposal of assets of $12.7, higher franchise fees of $3.9, higher repair and maintenance expense of $3.2, higher wages of $3.2, and increased sub contract costs of $2.2. The decreases were partially offset by a reduction in fuel expense of $13.7 and increases due to disposal volumes and pricing gains discussed above.

East Segment

Revenue for fiscal 2015 increased $2.0, or 0.5% from fiscal 2014. The segment's revenue increase was driven by new contract wins and acquisitions, which accounted for approximately $12.3 and higher environmental fees of $2.6. The increase was partially offset by lower rolloff volume of $5.3, lower fuel recovery fees of $3.7, and lower disposal volume of $2.3.

Operating income from our East Region increased by $16.3, or 187%, from fiscal 2014 to $25.0 in fiscal 2015, which was primarily the result of lower depreciation and amortization of $11.1 due to an increase in landfill densities, lower fuel fees of $8.2, and reduced disposal costs of $1.7. The increase was partially offset by higher wages of $3.1 and higher repairs and maintenance expense of $2.8.

Term Loan B Facility and Revolving Credit Facility in the fourth quarter of fiscal 2014. We expect to have a working capital deficit for the foreseeable future as excess cash flows from operations are utilized to either complete acquisitions or pay additional amounts on our Term Loan B Facility.

We have more than adequate availability under our Revolving Credit Facility, which was $222.1, $241.9 and $221.3 at December 31, 2015, 2014 and 2013, respectively, to fund short term working capital requirements.

Summary of Cash and Cash Equivalents, Restricted Cash and Debt Obligations

The table below presents a summary of our cash and cash equivalents, restricted cash and debt balances as of December 31, 2015 and 2014 (in millions):

	December 31,	
	2015	2014
Cash and cash equivalents	$ 0.6	$ 1.0
Total restricted funds	$ —	$ 0.2
Debt:		
Current portion	$ 49.1	$ 25.3
Long-term portion	2,198.0	2,217.7
Total debt	$ 2,247.1	$ 2,243.0

Long-term debt decreased due to scheduled payments on the Term B Loan as well as prepayments of $15.5. The current portion of debt increased due to borrowings of $32.0 on the Revolving Credit Facility to fund acquisitions in the fourth quarter of fiscal 2015.

Summary of Cash Flow Activity

The following table sets forth for the periods indicated a summary of our cash flows (in millions):

	For the Years Ended December 31,		
	2015	2014	2013
Net cash provided by operating activities	$ 244.5	$ 243.2	$ 180.3
Net cash used in investing activities	$ (197.4)	$ (201.2)	$ (154.8)
Net cash used in financing activities	$ (47.5)	$ (53.0)	$ (32.3)

Cash Flows Provided by Operating Activities

In fiscal 2015, we generated $244.5 of cash flows from operating activities compared to $243.2 in fiscal 2014, representing an increase of $1.3. The increase in 2015 is the result of a decrease in accounts receivable as a result of increased emphasis on collections offset by the impact of an increase in capping, closure and post closure expenditures as a result of several large capping projects during 2015. In 2014, we generated $243.2 of cash flows from operating activities compared to $180.3 in 2013, representing an increase of $62.9. The increase in 2014 is a result of lower integration and restructuring costs of approximately $18.7 and a focus on days sales outstanding as well as organic and acquisition growth year over year.

Cash Flows Used in Investing Activities

We used $197.4 of cash in fiscal 2015 for investing activities, of which $179.7 was utilized to acquire property and equipment and for landfill cell construction and development and $50.0 was utilized for acquisitions. Further, we divested certain businesses and received $14.7 in cash and we redeemed an investment and received $15.0 in proceeds.

We used $201.2 of cash in fiscal 2014 in investing activities, of which $196.4 was utilized to acquire property and equipment and for landfill cell construction and development and $9.9 was utilized for acquisitions. Further, we divested certain businesses and received $2.1 in cash related to those divestitures.

We used $154.8 of cash in investing activities in fiscal 2013, of which $158.1 was utilized to acquire property and equipment and for landfill construction and development, $29.8 was utilized to acquire new businesses and $20.6 was paid to settle the net

Fiscal Quarter Ending	Maximum Total Leverage Ratio
December 31, 2014 through December 30, 2015	7.50:1.00
December 31, 2015 through December 30, 2016	7.00:1.00
December 31, 2016 and thereafter	6.50:1.00

The actual total leverage ratio at December 31, 2015 and 2014 was 6.11:1.00 and 6.12:1.00, respectively.

8 1/4% Senior Notes due 2020

On October 9, 2012, the Company issued $550 aggregate principal amount of 8 1/4% Senior Notes, which mature in October 2020, pursuant to the Indenture between the Company and Wells Fargo Bank, National Association, as trustee. In December 2013, we exchanged all of the outstanding notes for registered notes with identical terms. As of December 31, 2015, we were in compliance with the covenants under the Indenture. See Note 13, Long-Term Debt, to our consolidated financial statements for additional details regarding the notes.

Off-Balance Sheet Arrangements

As of December 31, 2015, we had no off-balance sheet debt or similar obligations, other than financial assurance instruments and operating leases, which are not classified as debt. We do not guarantee any third-party debt.

Liquidity Impacts of Income Tax Items

Uncertain Tax Positions—As of December 31, 2015, we have $7.3 of liabilities associated with unrecognized tax benefits. These liabilities are primarily included as a component of "Other long-term liabilities" in our consolidated balance sheets because we generally do not anticipate that settlement of the liabilities will require payment of cash within the next 12 months. We are not able to reasonably estimate when we would make any cash payments required to settle these liabilities, but we do not believe that the ultimate settlement of our obligations will materially affect our liquidity.

Financial Assurance

We must provide financial assurance to governmental agencies and a variety of other entities under applicable environmental regulations relating to our landfill operations for capping, closure and post-closure costs, and related to our performance under certain collection, landfill and transfer station contracts. We satisfy these financial assurance requirements by providing surety bonds, letters of credit or trust deposits, which are included in restricted cash and marketable securities. The amount of the financial assurance requirements for capping, closure and post-closure costs is determined by applicable state environmental regulations. The financial assurance requirements for capping, closure and post-closure costs may be associated with a portion of the landfill or the entire landfill. Generally, states require a third-party engineering specialist to determine the estimated capping, closure and post-closure costs that are used to determine the required amount of financial assurance for a landfill. The amount of financial assurance required can, and generally will, differ from the obligation determined and recorded under GAAP. The amount of the financial assurance requirements related to contract performance varies by contract. Additionally, we must provide financial assurance for our insurance program and collateral for certain performance obligations. We do not expect a material increase in financial assurance requirements in the foreseeable future, although the mix of financial assurance instruments may change.

These financial instruments are issued in the normal course of business and are not considered company indebtedness. Because we currently have no liability for these financial assurance instruments, they are not reflected in our consolidated balance sheets. However, we record capping, closure and post-closure liabilities and self-insurance liabilities as they are incurred. The underlying obligations of the financial assurance instruments, in excess of those already reflected in our consolidated balance sheets, would be recorded if it is probable that we would be unable to fulfill our related obligations. We do not expect this to occur.

Contractual Commitments

We have various contractual obligations in the normal course of our operations and financing activities. The following table summarizes our contractual cash obligations as of December 31, 2015 (in millions):

Final Capping—Includes installing flexible membrane and geosynthetic clay liners, drainage and compact soil layers, and topsoil, and is constructed over an area of the landfill where total airspace capacity has been consumed and waste disposal operations have ceased. These final capping activities occur in phases as needed throughout the operating life of a landfill as specific areas are filled to capacity and the final elevation for that specific area is reached in accordance with the provisions of the operating permit. Final capping asset retirement obligations are recorded on a units-of-consumption basis as airspace is consumed related to the specific final capping event with a corresponding increase in the landfill asset. Each final capping event is accounted for as a discrete obligation and recorded as an asset and a liability based on estimates of the discounted cash flows and capacity associated with each final capping event.

Closure and post-closure—These activities involve methane gas control, leachate management and groundwater monitoring, surface water monitoring and control, and other operational and maintenance activities that occur after the site ceases to accept waste. The post-closure period generally runs for 30 years after final site closure for landfills. Landfill costs related to closure and post-closure are recorded as an asset retirement obligation as airspace is consumed over the life of the landfill with a corresponding increase in the landfill asset. Obligations are recorded over the life of the landfill based on estimates of the discounted cash flows associated with performing closing and post-closure activities.

Annually we update our estimates for these obligations considering the respective State regulatory requirements, input from our internal engineers, operations, and accounting personnel and external consulting engineers. The closure and post-closure requirements are established under the standards of the EPA's Subtitle D regulations as implemented and applied on a state-by-state basis. These estimates involve projections of costs that will be incurred as portions of the landfill are closed and during the post-closure monitoring period.

Capping, closure and post-closure costs are estimated assuming such costs would be incurred by a third party contractor in present day dollars and are inflated by the 25-year average change in the historical Consumer Price Index ("CPI") (consistent historical rate which approximates historical CPI per government website of 2.50% from 1990 to 2015) to the time periods within which it is estimated the capping, closure and post-closure costs will be expended. We discount these costs to present value using the credit-adjusted, risk-free rate effective at the time an obligation is incurred, consistent with the expected cash flow approach. Any change that results in an upward revision to the estimated cash flows are treated as a new liability and discounted at the current rate while downward revisions are discounted at the historical weighted-average rate of the recorded obligation. As a result, the credit-adjusted, risk-free discount rate used to calculate the present value of an obligation is specific to each individual asset retirement obligation. The range of rates utilized within the calculation of our asset retirement obligations at December 31, 2015 is between 6.4% and 10.5%.

We record the estimated fair value of the final capping, closure and post-closure liabilities for our landfills based on the capacity consumed in the current period. The fair value of the final capping obligations is developed based on our estimates of the airspace consumed to date for each final capping event and the expected timing of each final capping event. The fair value of closure and post-closure obligations is developed based on our estimates of the airspace consumed to date for the entire landfill and the expected timing of each closure and post-closure activity. Because these obligations are measured at estimated fair value using present value techniques, changes in the estimated cost or timing of future final capping, closure and post-closure activities could result in a material change in these liabilities, related assets and results of operations. We assess the appropriateness of the estimates used to develop our recorded balances annually, or more often if significant facts change.

Changes in inflation rates or the estimated costs, timing or extent of future final capping, closure and post-closure activities typically result in both (i) a current adjustment to the recorded liability and landfill asset; and (ii) a change in liability and asset amounts to be recorded prospectively over either the remaining capacity of the related discrete final capping event or the remaining permitted and expansion airspace (as defined below) of the landfill. Any changes related to the capitalized and future cost of the landfill assets are then recognized in accordance with our amortization policy, which would generally result in amortization expense being recognized prospectively over the remaining capacity of the final capping event or the remaining permitted and expansion airspace of the landfill, as appropriate. Changes in such estimates associated with airspace that has been fully utilized result in an adjustment to the recorded liability and landfill assets with an immediate corresponding adjustment to landfill airspace amortization expense.

Interest accretion on final capping, closure and post-closure liabilities is recorded using the effective interest method and is recorded in operating expenses in the consolidated statements of operations.

Amortization of Landfill Assets—The amortizable basis of a landfill includes (i) amounts previously expended and capitalized; (ii) capitalized and projected landfill final capping, closure and post-closure costs; (iii) projections of future acquisition and

of tons. We calculate per ton amortization rates for each landfill for assets associated with each final capping event, for assets related to closure and post-closure activities and for all other costs capitalized or to be capitalized in the future. These rates per ton are updated annually, or more often, as significant facts change.

It is possible that our estimates or assumptions could ultimately be significantly different from actual results. In some cases we may be unsuccessful in obtaining an expansion permit or we may determine that an expansion permit that we previously thought was probable has become unlikely. To the extent that such estimates, or the assumptions used to make those estimates, prove to be significantly different than actual results, or the belief that we will receive an expansion permit changes adversely in a significant manner, the costs of the landfill, including the costs incurred in the pursuit of the expansion, may be subject to impairment testing and lower profitability may be experienced due to higher amortization rates, higher capping, closure and post-closure rates, and higher expenses or asset impairments related to the removal of previously included expansion airspace.

The assessment of impairment indicators and the recoverability of our capitalized costs associated with landfills and related expansion projects require significant judgment due to the unique nature of the waste industry, the highly regulated permitting process and the estimates involved. During the review of a landfill expansion application, a regulator may initially deny the expansion application although the permit is ultimately granted. In addition, management may periodically divert waste from one landfill to another to conserve remaining permitted landfill airspace, or a landfill may be required to cease accepting waste, prior to receipt of the expansion permit. However, such events occur in the ordinary course of business in the waste industry and do not necessarily result in an impairment of our landfill assets because, after consideration of all facts, such events may not affect our belief that we will ultimately obtain the expansion permit. As a result, our tests of recoverability, which generally make use of a cash flow estimation approach, may indicate that an impairment loss should be recorded. No landfill impairments were recorded for fiscal 2015, 2014 and 2013.

Self-Insurance Reserves and Related Costs

Our insurance programs for workers' compensation, general liability, vehicle liability and employee-related health care benefits are effectively self-insured. Accruals for self-insurance reserves are based on claims filed and estimates of claims incurred but not reported. We maintain high deductibles for commercial general liability, vehicle liability and workers' compensation coverage at $0.5, $1.0 and $0.8, respectively as of December 31, 2015.

Accruals for self-insurance reserves are based on claims filed and estimate of claims incurred but not reported and are recorded gross of expected recoveries. The accruals for these liabilities could be revised if future occurrences of loss development differ significantly from our assumptions.

Loss Contingencies

We are subject to various legal proceedings, claims and regulatory matters, the outcomes of which are subject to significant uncertainty. We determine whether to disclose or accrue for loss contingencies based on an assessment of whether the risk of loss is remote, reasonably possible or probable, and whether it can be reasonably estimated. We analyze our litigation and regulatory matters based on available information to assess the potential liabilities. Management's assessment is developed based on an analysis of possible outcomes under various strategies. We record and disclose loss contingencies pursuant to the applicable accounting guidance for such matters.

We record losses related to contingencies in cost of operations or selling, general and administrative expenses, depending on the nature of the underlying transaction leading to the loss contingency.

Asset Impairment

We monitor the carrying value of our long-lived assets for potential impairment and test the recoverability of such assets whenever events or changes in circumstances indicate that their carrying amounts may not be recoverable. These events or changes in circumstances, including management decisions pertaining to such assets, are referred to as impairment indicators. Typical indicators that an asset may be impaired include (i) a significant adverse change in legal factors in the business climate, (ii) an adverse action or assessment by a regulator, and (iii) a significant adverse change in the extent or manner in which a long-lived asset is being utilized or in its physical condition. If an impairment indicator occurs, we perform a test of recoverability by comparing the carrying value of the asset or asset group to its undiscounted expected future cash flows. If cash flows cannot be separately and independently identified for a single asset, we will determine whether an impairment has occurred for the asset group for which we can identify the projected cash flows. If the carrying values are in excess of undiscounted expected future cash flows, we measure any impairment by comparing the fair value of the asset or asset group to its carrying value. Fair value is generally determined by considering: (i) an internally developed discounted projected cash flow

valuation allowances. For a public entity, the amendments in this update are effective for annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period. Early adoption is permitted for financial statements not previously issued. We elected to prospectively adopt the accounting standard in the beginning of our fourth quarter of fiscal 2015. Prior periods in our Consolidated Financial Statements were not retrospectively adjusted.

In August 2015, the FASB issued ASU No. 2015-15, "Interest - Imputation of Interest (Sub-Topic 835-30): Presentation and Subsequent Measurement of Debt Issuance Costs Associated with Line-of-Credit Arrangements". Given the absence of authoritative guidance within ASU 2015-03 for debt issuance costs related to line-of-credit arrangements, the SEC staff would not object to an entity deferring and presenting debt issuance costs as an asset and subsequently amortizing the deferred debt issuance costs ratably over the term of the line-of-credit arrangement, regardless of whether there are any outstanding borrowings on the line-of-credit arrangement. As with ASU No. 2015-03, for a public entity, the amendments in this ASU are effective for annual reporting periods beginning after December 15, 2015, including interim periods within that reporting period. Early application is permitted for financial statements that have not been previously issued. The standard should be adopted retrospectively to each prior reporting period presented and adjusted to reflect the period-specific effects of applying the new guidance. We elected to adopt the accounting standard in the beginning of our fourth quarter of fiscal 2015. Prior periods in our Consolidated Financial Statements were not impacted by the adoption of this standard.

In April 2015, the FASB issued ASU 2015-03, Interest - Imputation of Interest, which changes the financial statement presentation of debt issuance costs to be a direct reduction to long-term debt, rather than presented as a long-term asset. The amortization of debt issuance costs will continue to be included in interest expense. This standard is effective for annual reporting periods beginning after December 15, 2015 with early adoption permitted. We elected to adopt the accounting standard in the beginning of our fourth quarter of fiscal 2015. Prior periods in our Consolidated Financial Statements have been retrospectively adjusted.

In May 2014, the FASB issued ASU 2014-09, Revenue from Contracts with Customers, which supersedes previous revenue recognition guidance. The new standard requires that a company recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration the company expects to receive in exchange for those goods or services. Companies will need to use more judgment and estimates than under the guidance currently in effect, including estimating the amount of variable revenue to recognize over each identified performance obligation. Additional disclosures will be required to help users of financial statements understand the nature, amount and timing of revenue and cash flows arising from contracts. In July 2015, the FASB approved a one-year deferral of the effective date. This standard will now become effective for the Company beginning with the first quarter of fiscal 2018 and can be adopted either retrospectively to each prior reporting period presented or as a cumulative effect adjustment as of the date of adoption. The Company is currently evaluating the impact of adopting this new guidance on the consolidated financial statements.

Over the last several years, regulations have been adopted mandating changes in the composition of fuels for motor vehicles. The renewable fuel standards that the EPA sets annually affect the type of fuel our motor vehicle fleet uses. Pursuant to the Energy Independence and Security Act of 2007, the EPA establishes annual renewable fuel volume requirements and separate volume requirements for four different categories of renewable fuels (renewable fuel, advanced biofuel, cellulosic biofuel and biomass-based diesel). These volume requirements set standards for the proportion of refiners' or importers' total fuel volume that must be renewable and must take into account the fuels' impact on reducing GHG emissions. These regulations are one of many factors that may affect the cost of the fuel we use.

At our current consumption levels, a one-cent per gallon change in the price of diesel fuel changes our direct fuel costs by approximately $0.3 on an annual basis, which would be partially offset by a smaller change in the fuel fees charged to our customers and the impact of changes in fair value of our fuel derivative instruments. Accordingly, a substantial rise or drop in fuel costs could have a material effect on our revenue, cost of operations and operating margin.

Our operations also require the use of certain petrochemical-based products (such as liners at our landfills) whose costs may vary with the price of petrochemicals. An increase in the price of petrochemicals could increase the cost of those products, which would increase our operating and capital costs. We also are susceptible to (1) fuel fees charged by our vendors, and (2) other pricing from our vendors due to their increases in indirect fuel costs.

Commodities Prices

We market recycled products such as cardboard and newspaper from our materials recovery facilities. Market demand for recyclable materials causes volatility in commodity prices. At current volumes and mix of materials, we believe a ten dollar per ton change in the price of recyclable materials will change revenue and operating income by approximately $6.0 and $4.7, respectively, on an annual basis.

Inflation and Prevailing Economic Conditions

To date, inflation has not had a significant impact on our operations. Consistent with industry practice, most of our contracts allow us to recover certain costs, including increases in landfill tipping fees and, in some cases, costs. Competitive factors may require us to absorb at least a portion of these cost increases, particularly during periods of high inflation. Our business is located mainly in the Southern, Midwestern and Eastern United States. Therefore, our business, financial condition and results of operations are susceptible to downturns in the general economy in these geographic regions and other factors affecting the regions, such as state regulations and severe weather conditions. We are unable to forecast or determine the timing and/or the future impact of a sustained economic slowdown.

Management Report on Internal Control Over Financial Reporting

Management of the Company, including the principal executive and financial officers, is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) of the Securities Exchange Act of 1934, as amended. Our internal controls are designed to provide reasonable assurance as to the reliability of our financial reporting and the preparation of the consolidated financial statements for external purposes in accordance with accounting principles generally accepted in the United States and includes those policies and procedures that:

i. pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the issuer;

ii. provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the issuer are being made only in accordance with authorizations of management and directors of the issuer; and

iii. provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the issuer's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. Management of the Company assessed the effectiveness of our internal control over financial reporting as of December 31, 2015 based on the Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework). Based on its assessment, management has concluded that our internal control over financial reporting was effective as of December 31, 2015.

Consolidated Financial Statements
Advanced Disposal Services, Inc. and Subsidiaries
Consolidated Balance Sheets
December 31, 2015 and 2014

(In millions of dollars, except shares)

	2015	2014
Assets		
Current assets		
Cash and cash equivalents	$ 0.6	$ 1.0
Accounts receivable, net of allowance for doubtful accounts of $4.4 and $5.0, respectively	177.5	188.0
Prepaid expenses and other current assets	33.4	34.2
Deferred income taxes	—	14.6
Total current assets	211.5	237.8
Restricted cash	—	0.2
Other assets, net	22.9	40.8
Property and equipment, net	1,649.9	1,663.9
Goodwill	1,173.5	1,166.9
Other intangible assets, net	364.5	379.9
Total assets	$ 3,422.3	$ 3,489.5
Liabilities and Stockholder's Equity		
Current liabilities		
Accounts payable	$ 98.1	$ 94.7
Accrued expenses	135.7	130.7
Deferred revenue	63.1	60.0
Current maturities of landfill retirement obligations	30.2	29.2
Current maturities of long-term debt	49.1	25.3
Total current liabilities	376.2	339.9
Other long-term liabilities	55.8	61.2
Long-term debt, less current maturities	2,198.0	2,217.7
Accrued landfill retirement obligations, less current maturities	163.5	171.9
Deferred income taxes	139.0	169.9
Total liabilities	2,932.5	2,960.6
Stockholder's equity		
Common stock: $.01 par value, 1,000 shares authorized, 1,000 shares issued and outstanding	—	—
Additional paid-in capital	1,101.0	1,105.0
Accumulated other comprehensive income	—	1.5
Accumulated deficit	(611.2)	(577.6)
Total stockholder's equity	489.8	528.9
Total liabilities and stockholder's equity	$ 3,422.3	$ 3,489.5

The accompanying notes are an integral part of these consolidated financial statements.

Advanced Disposal Services, Inc. and Subsidiaries
Consolidated Statements of Comprehensive Loss

(In millions of dollars)

	Year Ended December 31,		
	2015	2014	2013
Net loss	$ (33.6)	$ (17.1)	$ (117.8)
Other comprehensive (loss) income, net of tax			
Market value adjustments for hedges	(1.5)	(1.0)	4.7
Other comprehensive (loss) income	(1.5)	(1.0)	4.7
Comprehensive loss	$ (35.1)	$ (18.1)	$ (113.1)

The accompanying notes are an integral part of these consolidated financial statements.

Advanced Disposal Services, Inc. and Subsidiaries
Consolidated Statements of Cash Flows

(In millions of dollars)

	Year Ended December 31,		
	2015	2014	2013
Cash flows from operating activities			
Net loss	$ (33.6)	$ (17.1)	$ (117.8)
Adjustments to reconcile net loss to net cash provided by operating activities			
Depreciation and amortization	259.1	271.7	284.8
Amortization of option/interest rate cap premium	1.5	2.1	1.3
Amortization of terminated derivative contracts	—	—	6.0
Interest accretion loss contracts, other debt and long-term liabilities	2.7	2.2	2.7
Amortization of debt issuance costs	14.4	15.1	12.6
Accretion of original issue discount	5.1	4.9	5.0
Accretion on landfill retirement obligations	13.1	13.5	15.0
Provision for doubtful accounts	4.0	4.2	7.7
Loss on sale of property and equipment	4.7	0.8	2.6
Gain on redemption of security	(2.5)	—	—
Share based compensation	3.1	4.5	4.6
Change in fair value of derivative instruments	(11.1)	27.3	—
Amortization of other long-term assets	—	0.3	—
Deferred tax benefit	(21.6)	(84.5)	(57.0)
Earnings in equity investee	(1.3)	(0.1)	(0.3)
Asset impairment	6.4	5.3	25.5
Loss on disposition of business	10.5	—	—
Changes in operating assets and liabilities, net of businesses acquired			
Decrease (increase) in accounts receivable	8.3	1.7	(5.1)
Decrease (increase) in prepaid expenses, parts and supplies, and other current assets	1.1	1.3	(2.8)
Decrease (increase) in other assets	3.9	2.9	(1.1)
(Decrease) increase in accounts payable	(2.8)	3.8	5.7
Increase (decrease) in accrued expenses	3.9	(6.6)	(0.3)
(Decrease) increase in unearned revenue	(0.5)	(1.7)	4.6
(Decrease) increase in other long-term liabilities	(3.5)	5.4	(1.4)
Capping, closure and post-closure expenditures	(20.4)	(13.8)	(12.0)
Net cash provided by operating activities	244.5	243.2	180.3
Cash flows from investing activities			
Purchases of property and equipment and construction and development	(179.7)	(196.4)	(158.1)
Proceeds from sale of property and equipment	2.6	3.0	3.4
Proceeds from redemption of securities	15.0	—	5.0
Repayments of notes receivable	—	—	0.1
Acquisition of businesses, net of cash acquired	(50.0)	(9.9)	(50.4)
Proceeds from disposition of businesses	14.7	2.1	45.2
Net cash used in investing activities	(197.4)	(201.2)	(154.8)
Cash flows from financing activities			
Proceeds from borrowings on debt instruments	114.0	95.0	184.0
Repayments on debt instruments	(153.4)	(141.3)	(196.8)
Deferred financing charges	(0.2)	(1.3)	(22.9)
Bank overdraft	1.2	1.4	(3.3)
Return of capital	(7.5)	(9.0)	—
Capital contributions from parent	0.4	—	—
Other financing activities	(2.0)	2.2	6.7
Net cash used in financing activities	(47.5)	(53.0)	(32.3)
Net decrease in cash and cash equivalents	(0.4)	(11.0)	(6.8)
Cash and cash equivalents, beginning of year	1.0	12.0	18.8
Cash and cash equivalents, end of year	$ 0.6	$ 1.0	$ 12.0

The accompanying notes are an integral part of these consolidated financial statements.

Parts and Supplies Inventory
Parts and supplies consist primarily of spare parts, fuel, tires, lubricants and processed recycled materials. Parts and supplies are stated at the lower of cost or market value utilizing an average cost method and are included in prepaid expenses and other current assets in the accompanying consolidated balance sheets.

Revenue Recognition
The Company recognizes revenues as the services are provided. Revenue is recognized as waste is collected, as tons are received at the landfill or transfer stations, as recycled commodities are delivered to a customer, or as services are rendered to customers. Certain customers are billed and pay in advance and, accordingly, recognition of the related revenues is deferred until the services are provided. Revenues are reported net of applicable state landfill taxes.

Trade Receivables
The Company records trade receivables when billed or when services are performed, as they represent claims against third parties that will generally be settled in cash. The carrying value of receivables, net of the allowance for doubtful accounts, represents the estimated net realizable value. The Company estimates losses for uncollectible accounts based on an evaluation of the aged accounts receivable and the likelihood of collection of the receivable based on historical collection data and existing economic conditions. If events or changes in circumstances indicate that specific receivable balances may be impaired, further consideration is given to the collectability of those balances.

Insurance Reserves
The Company uses a combination of insurance with high deductibles and self-insurance for various risks including workers compensation, vehicle liability, general liability and employee group health claims. The exposure for unpaid claims and associated expenses, including incurred but not reported losses, is estimated by factoring in pending claims and historical trends data and other actuarial assumptions. In estimating our claims liability, we analyze our historical trends, including loss development and apply appropriate loss development factors to the incurred costs associated with the claims. The discounted estimated liability associated with settling unpaid claims is included in accrued expenses and other long-term liabilities in the consolidated balance sheets.

Concentrations of Credit Risk
Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash, accounts receivable and derivative instruments. The Company maintains cash and cash equivalents with banks that at times exceed applicable insurance limits. The Company reduces its exposure to credit risk by maintaining such deposits with high quality financial institutions. The Company has not experienced any losses in such accounts.

The Company generally does not require collateral on its trade receivables. Credit risk on accounts receivable is minimized as a result of the large and diverse nature of the Company's customer base and its ability to discontinue service, to the extent allowable, to non-paying customers. No single customer represented greater than 5% of total accounts receivable at December 31, 2015 and 2014, respectively.

Asset Impairments
The Company monitors the carrying value of its long-lived assets for potential impairment and test the recoverability of such assets whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable. These events or changes in circumstances, including management decisions pertaining to such assets, are referred to as impairment indicators. Typical indicators that an asset may be impaired include (i) a significant adverse change in legal factors in the business climate, (ii) an adverse action or assessment by a regulator, and (iii) a significant adverse change in the extent or manner in which a long-lived asset is being utilized or in its physical condition. If an impairment indicator occurs, the Company performs a test of recoverability by comparing the carrying value of the asset or asset group to its undiscounted expected future cash flows. If cash flows cannot be separately and independently identified for a single asset, the Company will determine whether an impairment has occurred for the asset group for which it can identify the projected cash flows. If the carrying values are in excess of undiscounted expected future cash flows, the Company measures any impairment by comparing the fair value of the asset or asset group to its carrying value. Fair value is generally determined by considering (i) internally developed discounted projected cash flow analysis of the asset or asset group; (ii) third-party valuations; and/or (iii) information available regarding the current market for similar assets. If such assets are considered to be impaired, the impairment to be recognized is measured as the amount by which the carrying value exceeds the fair value of the asset.

permits are not obtained, costs are charged to operations. The cost basis of our landfill assets also includes asset retirement costs, which represent estimates of future costs associated with landfill final capping, closure and post-closure activities.

Final Capping, Closure and Post-Closure Costs — The following is a description of the Company's asset retirement activities and related accounting:

Final Capping — Includes installing flexible membrane and geosynthetic clay liners, drainage and compact soil layers, and topsoil, and is constructed over an area of the landfill where total airspace capacity has been consumed and waste disposal operations have ceased. These final capping activities occur in phases as needed throughout the operating life of a landfill as specific areas are filled to capacity and the final elevation for that specific area is reached in accordance with the provisions of the operating permit. Final capping asset retirement obligations are recorded on a units-of-consumption basis as airspace is consumed related to the specific final capping event with a corresponding increase in the landfill asset. Each final capping event is accounted for as a discrete obligation and recorded as an asset and a liability based on estimates of the discounted cash flows and capacity associated with each final capping event.

Closure and post-closure — These activities involve methane gas control, leachate management and groundwater monitoring, surface water monitoring and control, and other operational and maintenance activities that occur after the site ceases to accept waste. The post-closure period generally runs for 30 years or longer after final site closure for landfills. Landfill costs related to closure and post-closure are recorded as an asset retirement obligation as airspace is consumed over the life of the landfill with a corresponding increase in the landfill asset. Obligations are recorded over the life of the landfill based on estimates of the discounted cash flows associated with performing the closure and post-closure activities.

The Company annually updates its estimates for these obligations considering the respective State regulatory requirements, input from our internal engineers, operations, accounting personnel and external consulting engineers. The closure and post-closure requirements are established under the standards of the U.S. Environmental Protection Agency's Subtitle D regulations as implemented and applied on a state-by-state basis. These estimates involve projections of costs that will be incurred as portions of the landfill are closed and during the post-closure monitoring period.

Capping, closure and post-closure costs are estimated assuming such costs would be incurred by a third party contractor in present day dollars and are inflated by the 25-year average change in the historical Consumer Price Index ("CPI") (consistent historical rate which agrees to historical CPI per government website of 2.50% from 1990 to 2015) to the time periods within which it is estimated the capping, closure and post-closure costs will be expended. The Company discounts these costs to present value using the credit-adjusted, risk-free rate effective at the time an obligation is incurred, consistent with the expected cash flow approach. Any change that results in an upward revision to the estimated cash flows are treated as a new liability and discounted at the current rate while downward revisions are discounted at the historical weighted-average rate of the recorded obligation. As a result, the credit-adjusted, risk-free discount rate used to calculate the present value of an obligation is specific to each individual asset retirement obligation. The range of rates utilized within the calculation of the asset retirement obligations at December 31, 2015 is between 6.4% and 10.5%.

The Company records the estimated fair value of the final capping, closure and post-closure liabilities for its landfills based on the capacity consumed in the current period. The fair value of the final capping obligations is developed based on the Company's estimates of the airspace consumed to date for each final capping event and the expected timing of each final capping event. The fair value of closure and post-closure obligations is developed based on the Company's estimates of the airspace consumed to date for the entire landfill and the expected timing of each closure and post-closure activity. Because these obligations are measured at estimated fair value using present value techniques, changes in the estimated cost or timing of future final capping, closure and post-closure activities could result in a material change in these liabilities, related assets and results of operations. The Company assesses the appropriateness of the estimates used to develop our recorded balances annually, or more often if significant facts change.

Changes in inflation rates or the estimated costs, timing or extent of future final capping, closure and post-closure activities typically result in both (i) a current adjustment to the recorded liability and landfill asset; and (ii) a change in liability and asset amounts to be recorded prospectively over either the remaining capacity of the related discrete final capping event or the remaining permitted and expansion airspace (as defined below) of the landfill. Any changes related to the capitalized and future cost of the landfill assets are then recognized in accordance with the Company's amortization policy, which would generally result in amortization expense being recognized prospectively over the remaining capacity of the final capping event or the

post-closure period are adjusted prospectively. In addition, any amounts related to the probable expansion are charged to expense in the period in which it is determined that the criteria are no longer met.

Once the remaining permitted and expansion airspace is determined in cubic yards, an airspace utilization factor ("AUF") is established to calculate the remaining permitted and expansion capacity in tons. The AUF is established using the measured density obtained from previous annual surveys and is then adjusted to account for future settlement. The amount of settlement that is forecasted will take into account several site-specific factors including: current and projected mix of waste type, initial and projected waste density, estimated number of years of life remaining, depth of underlying waste, anticipated access to moisture through precipitation or recirculation of landfill leachate and operating practices. In addition, the initial selection of the AUF is subject to a subsequent multi-level review by our engineering group, and the AUF used is reviewed on a periodic basis and revised as necessary. The Company's historical experience generally indicates that the impact of settlement at a landfill is greater later in the life of the landfill when the waste placed at the landfill approaches its highest point under the permit requirements.

After determining the costs and remaining permitted and expansion capacity at each of its landfills, the Company determines the per ton rates that will be expensed as waste is received and deposited at the landfill by dividing the costs by the corresponding number of tons. The Company calculates per ton amortization rates for each landfill for assets associated with each final capping event, for assets related to closure and post-closure activities and for all other costs capitalized or to be capitalized in the future. These rates per ton are updated annually, or more often, as significant facts change.

It is possible that the Company's estimates or assumptions could ultimately be significantly different from actual results. In some cases the Company may be unsuccessful in obtaining an expansion permit or the Company may determine that an expansion permit that it previously thought was probable has become unlikely. To the extent that such estimates, or the assumptions used to make those estimates, prove to be significantly different than actual results, or the belief that the Company will receive an expansion permit changes adversely in a significant manner, the costs of the landfill, including the costs incurred in the pursuit of the expansion, may be subject to impairment testing and lower profitability may be experienced due to higher amortization rates, higher capping, closure and post-closure rates, and higher expenses or asset impairments related to the removal of previously included expansion airspace.

The assessment of impairment indicators and the recoverability of the Company's capitalized costs associated with landfills and related expansion projects require significant judgment due to the unique nature of the waste industry, the highly regulated permitting process and the estimates involved. During the review of a landfill expansion application, a regulator may initially deny the expansion application although the permit is ultimately granted. In addition, the Company may periodically divert waste from one landfill to another to conserve remaining permitted landfill airspace, or a landfill may be required to cease accepting waste, prior to receipt of the expansion permit. However, such events occur in the ordinary course of business in the waste industry and do not necessarily result in an impairment of the landfill assets because, after consideration of all facts, such events may not affect the belief that the Company will ultimately obtain the expansion permit. As a result, the Company's tests of recoverability, which generally make use of a cash flow estimation approach, may indicate that an impairment loss should be recorded. No landfill impairments were recorded for the years ended December 31, 2015, 2014 and 2013.

Capitalized Interest

The Company capitalizes interest on certain projects under development, including landfill construction projects. For the years ending December 31, 2015, 2014 and 2013, total interest cost was $138.0, $141.5 and $163.1, respectively, after capitalized interest of $0.9, $1.6 and $0.6, respectively.

Derivative Financial Instruments

The Company uses interest rate caps to manage interest rate risk on its variable rate debt. The Company uses commodity futures contracts as an economic hedge to reduce the exposure of changes in diesel fuel and natural gas prices. The instruments qualifying for hedge accounting treatment have been designated as cash flow hedges for accounting purposes with changes in fair value, to the extent effective, recognized in accumulated other comprehensive income within the equity section of the consolidated balance sheets. Amounts are reclassified into earnings when the forecasted transaction affects earnings. Any ineffectiveness for those instruments that do not qualify for hedge accounting, the amount of ineffectiveness or change in market value, respectively is recognized into earnings immediately without offset. The commodity futures contracts do not qualify for hedge accounting and as such changes in fair value are recognized in other (expense) income, net in the consolidated

The Company performs its annual assessment as of December 31 of each year. The impairment test indicated the fair value of each reporting unit exceeded the carrying value. If the Company does not achieve its anticipated disposal volumes, our collection or disposal rates decline, costs or capital expenditures exceed forecasts, costs of capital increase, or the Company does not receive landfill expansions, the estimated fair value could decrease and potentially result in an impairment charge in the future. Refer to Note 4 for information regarding impairment charges recorded in connection with discontinued operations. The Company recorded no goodwill impairment charges for fiscal 2015, 2014 and 2013 in connection with the assessments.

Intangible Assets, Net

Intangible assets are stated at cost less accumulated amortization and consist of noncompete agreements, tradenames, customer contracts and customer lists and are amortized over their estimated useful lives. The carrying values of intangibles are periodically reviewed by the Company to determine if the facts and circumstances suggest that they may be impaired. If the carrying value exceeds estimated fair value, an impairment charge would be recognized in the amount of the excess. Fair value is typically estimated using an income approach for the respective asset, as described above. The Company recorded impairment charges of $0.0, $2.7 and $0.6 for fiscal 2015, 2014 and 2013, respectively. The impairments in both fiscal 2014 and 2013 were related to the discontinuance of trade names and certain customer lists. Refer to Note 4 for information regarding impairment charges recorded in connection with discontinued operations.

Income Taxes

The Company is subject to income tax in the United States. Current tax obligations associated with the provision for income taxes are reflected in the accompanying consolidated balance sheets as a component of accrued expenses and the deferred tax obligations are reflected in deferred income tax asset or liability. Deferred income taxes arise from temporary differences resulting from income and expense items reported for financial accounting and tax purposes in different periods. Deferred income taxes are classified as noncurrent as discussed in "New Accounting Standards" below. Significant judgment is required in assessing the timing and amounts of deductible and taxable items. The Company establishes reserves for uncertain tax positions, when despite its belief that its tax return positions are fully supportable, the Company believes that certain positions may be challenged and potentially disallowed. When facts and circumstances change, the Company adjusts these reserves through its provision for income taxes. To the extent interest and penalties may be assessed by taxing authorities on any underpayment of income tax, such amounts have been accrued and are classified as a component of tax expense in the consolidated statements of operations.

Contingencies

The Company is subject to various legal proceedings, claims and regulatory matters, the outcomes of which are subject to significant uncertainty. In general, the Company determines whether to disclose or accrue for loss contingencies based on an assessment of whether the risk of loss is remote, reasonably possible or probable, and whether it can be reasonably estimated. The Company assesses its potential liability relating to litigation and regulatory matters based on information available. The Company develops its assessment based on an analysis of possible outcomes under various strategies. The Company accrues for loss contingencies when such amounts are probable and reasonably estimable. If a contingent liability is only reasonably possible, the Company discloses the potential range of the loss, if estimable.

New Accounting Standards

In November 2015, the Financial Accounting Standards Board ("FASB") issued ASU 2015-17 Income Taxes (Topic 740), Balance Sheet Classification of Deferred Taxes, requiring all deferred tax assets and liabilities, and any related valuation allowance, to be classified as non-current on the balance sheet. The classification change for all deferred taxes as non-current simplifies entities' processes as it eliminates the need to separately identify the net current and net non-current deferred tax asset or liability in each jurisdiction and allocate valuation allowances. For a public entity, the amendments in this update are effective for annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period. Early adoption is permitted for financial statements not previously issued. The Company elected to prospectively adopt the accounting standard in the beginning of the fourth quarter of fiscal 2015. Prior periods in the Consolidated Financial Statements were not retrospectively adjusted.

In August 2015, the FASB issued ASU No. 2015-15, "Interest - Imputation of Interest (Sub-Topic 835-30): Presentation and Subsequent Measurement of Debt Issuance Costs Associated with Line-of-Credit Arrangements". Given the absence of authoritative guidance within ASU 2015-03 for debt issuance costs related to line-of-credit arrangements, the SEC staff would

	2015	2014
Current assets	$ 2.8	$ 0.5
Property and equipment	20.4	2.6
Goodwill	12.0	1.3
Other intangible assets	31.2	5.5
Total assets acquired	66.4	9.9
Current liabilities	4.3	1.3
Total liabilities assumed	10.1	1.3
Net assets acquired	$ 56.3	$ 8.6

The following table presents the allocation of the purchase price to other intangible assets:

	2015	2014
Customer lists and contracts	$ 27.8	$ 4.3
Noncompete	2.6	1.2
Other	0.8	—
	$ 31.2	$ 5.5

The amount of goodwill recorded related to 2015 acquisitions for the South Segment, East Segment, and Midwest Segment was $1.6, $1.4, and $9.0, respectively. The amount of goodwill deductible for tax purposes related to acquisitions in fiscal 2015 and fiscal 2014 was $4.1 and $1.3, respectively. The total amount of goodwill deductible for tax purposes was $100.8 and $113.7 at December 31, 2015 and 2014, respectively.

The weighted average life of other intangible assets in years is as follows:

Customer lists and contracts	15
Noncompete	5

Goodwill and intangible assets increased by $0.1; $0.1 and $26.6, for the years ended December 31, 2015, 2014 and 2013, respectively, as a result of purchase price adjustments of acquisitions from the previous year. The increases were primarily related to working capital adjustments as a result of finalizing the purchase accounting for the acquisitions.

4. Discontinued Operations

The Company completed the sale of certain assets and liabilities in Oxford, MA for approximately $3.7 in December 2013 and recorded a loss of $11.1 in connection with the sale, as the selling price was less than the carrying value. The loss on the sale in 2013 and the results of operations have been included in discontinued operations in the accompanying consolidated statements of operations for the applicable periods presented.

The Company entered into a letter of intent in December 2013, to sell certain assets in Panama City, FL for approximately $2.0 and in connection with the planned divestiture recorded an impairment charge of $3.6 for the year ended December 31, 2013, as the fair value determined through the selling price was less than the carrying value. The sale was completed in January 2014. The impairment charge has been included in discontinued operations in the accompanying consolidated statement of operations for fiscal 2013.

In connection with the acquisition of Veolia ES Solid Waste division, the Company was required by the United States Department of Justice to divest certain businesses. The Company completed the divestitures in 2013, as required for those businesses in Georgia and New Jersey and recorded no additional impairment charge upon sale for the year ended December 31, 2013.

	2015	2014	2013
Balance at January 1,	$ 96.1	$ 141.6	$ 128.1
Decrease in valuation allowance for tax provision for continuing operations	(0.9)	(51.4)	—
Increase in valuation allowance for tax provision for continuing operations	—	5.9	7.6
Additions from purchase accounting	—	—	5.9
Balance at December 31,	$ 95.2	$ 96.1	$ 141.6

7. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consist of the following at December 31:

	2015	2014
Prepaid insurance	$ 5.6	$ 6.3
Prepaid expenses	15.4	15.8
Other receivables and current assets	4.2	3.0
Parts and supplies inventory	8.2	9.1
	$ 33.4	$ 34.2

8. Derivative Instruments and Hedging Activities

The following table summarizes the fair value of derivative instruments recorded in our consolidated balance sheets.

Derivatives Designated as Hedging Instruments	Balance Sheet Location	2015	2014
Interest rate caps	Other current assets	0.2	2.7
Derivatives Not Designated as Hedging Instruments			
Fuel commodity derivatives	Other current liabilities	16.2	20.6
Fuel commodity derivatives	Other long-term liabilities	—	6.7
Total derivatives		$ 16.0	$ 24.6

We have not offset fair value amounts recognized for our derivative instruments.

Interest Rate Cap

In December 2012, the Company entered into four interest rate cap agreements to hedge the risk of a rise in interest rates and associated cash flows on the variable rate debt. The interest rate caps expire in various tranches through 2016. The Company recorded the premium of $5.0 in other assets in the consolidated balance sheet and amortizes the premium to interest expense based upon decreases in time value of the caps. Amortization expense was approximately $1.5, $2.1, and $1.3 for fiscal 2015, 2014, and 2013, respectively. The aggregate notional amounts of the contracts were approximately $695.2 at December 31, 2015 and expire in tranches through 2016.

Commodity Futures Contracts

The Company utilizes fuel derivative instruments (commodity futures contracts) as economic hedges of the risk that fuel prices will fluctuate. The Company has used financial derivative instruments for both short-term and long-term time frames and utilizes fixed swap price agreements to manage the identified risk. The Company does not enter into derivative financial instruments for trading or speculative purposes.

Changes in the fair value and settlements of the fuel derivative instruments are recorded in other (expense) income, net in the consolidated statements of operations. The market price of diesel fuel is unpredictable and can fluctuate significantly.

11. Other Intangible Assets, Net and Goodwill

Intangible assets, net consist of the following at December 31:

	2015				
	Gross Carrying Value	Accumulated Amortization	Impairment	Net Carrying Value	Weighted Average Remaining Life (Years)
Noncompete agreements	$ 19.0	$ (14.6)	$ —	$ 4.4	2.9
Tradenames	17.2	(7.8)	—	9.4	15.5
Customer lists and contracts	510.6	(163.1)	—	347.5	13.6
Operating permits	2.9	—	—	2.9	N/A
Above/below market leases	0.4	(0.1)	—	0.3	10.6
	$ 550.1	$ (185.6)	$ —	$ 364.5	

	2014				
	Gross Carrying Value	Accumulated Amortization	Impairment	Net Carrying Value	Weighted Average Remaining Life (Years)
Noncompete agreements	$ 16.9	$ (12.5)	$ (0.1)	$ 4.3	2.3
Tradenames	17.0	(7.1)	—	9.9	16.6
Customer lists and contracts	491.3	(125.6)	(2.5)	363.2	14.6
Operating permits	2.2	—	—	2.2	N/A
Above/below market leases	0.4	(0.1)	—	0.3	11.6
	$ 527.8	$ (145.3)	$ (2.6)	$ 379.9	

Amortization expense recorded on intangible assets for the years ended December 31, 2015, 2014 and 2013 was $42.8, $42.3 and $42.2, respectively.

Future amortization expense for intangible assets for the year ending December 31 is estimated to be:

2016	44.4
2017	40.9
2018	38.1
2019	29.4
2020	29.0
Thereafter	182.7
	$ 364.5

Annual aggregate principal maturities at December 31, 2015 are as follows:

2016	$	49.1
2017		29.6
2018		24.8
2019		1,649.3
2020		552.4
Thereafter		10.5
	$	2,315.7

In October 2012, the Company placed $1,800.0 in term B loans, $550.0 in bonds and a $300.0 revolving credit facility ("Revolver"). The proceeds were used to finance the acquisition of Veolia ES Solid Waste division and repay borrowings under its previously outstanding revolving credit facility and extinguish term loans and notes payable. Substantially all of the Company's assets collateralize the loans, bonds and credit facility and each of the agreements restrict further indebtedness and payment of dividends in excess of certain predefined amounts.

All borrowings under the term B loan and the Revolver are guaranteed by each of the Company's current and future U.S. subsidiaries (which also guarantee the 8.25% bonds), subject to certain agreed-upon exemptions. The Company has one non-guarantor foreign subsidiary that is minor, as its assets and income from continuing operations are less than 3% of the Company's consolidated amounts. All guarantors are jointly and severally and fully and unconditionally liable. The parent company has no independent assets or operations and each of the subsidiary guarantor is 100% owned by the Company. There are no significant restrictions on the Company or any guarantor to obtain funds from its subsidiaries by dividend or loan.

The Revolver is a syndicated revolving credit facility that is available for general corporate purposes including working capital, equipment purchases and business acquisitions and collateralized by the real property of the Company. It is due at maturity in October, 2017. At December 31, 2015, the Revolver had $32.0 of borrowings outstanding and $45.9 in letters of credit outstanding. At December 31, 2014, the Revolver facility had no borrowings outstanding and $58.1 in outstanding letters of credit. An annual commitment fee equal to 0.50% per annum on the daily unused amount is due quarterly. The amount of fees for 2015, 2014 and 2013 were not significant.

The term B loan is due in September 2019 and has payments due quarterly of $4.5 with mandatory prepayments due to the extent net cash proceeds from the sale of assets exceed $25.0 in any fiscal year and are not reinvested in the business within 365 days from the date of sale, upon notification of the Company's intent to take such action or in accordance with excess cash flow, as defined. The term B loan is collateralized by certain real property of the Company. Further prepayments are due when there is excess cash flow, as defined.

On October 1, 2016 and 2017, the bonds may be redeemed for a call premium of 104.125% and 102.063%, respectively. Subsequent to October 1, 2018, the notes are redeemable at par. The bonds bear interest at 8.25% and are due in October 2020.

The term B loan bears interest at a base rate (alternate base rate or LIBOR base rate) plus an applicable margin. The alternate base rate is defined as the greater of the prime rate or federal funds rate plus 50 basis points and the LIBOR base rate is subject to a 0.75% floor.

The Revolver loan bears interest at a base rate (alternate base rate or LIBOR base rate) plus an applicable margin. The alternate base rate is defined as the greater of the prime rate or federal funds rate plus 50 basis points and the LIBOR base rate is subject to a 1.25% floor.

The applicable margin for the term B loan is based on the total leverage ratio of the Company as follows:

15. Stockholders' Equity and Stock Options

(Share amounts not in millions)

The Company's equity consists of one thousand shares of authorized, issued and outstanding common stock.

In October 2012, the Parent's Board of Directors adopted the 2012 Stock Incentive Plan (the "Plan") under which an aggregate of 150,000 shares of the Parent's common stock was reserved for issuance. The Plan provides for employees of the Company to participate in the plan and provides that the options or stock purchase rights have a term of ten years and vest equally over four years at a rate of 20% with 20% of the options being vested at the date of grant for all options except the Strategic grants which vest 100% after five years. All options of the Strategic Plan issued prior to 2010 vest upon a change of control. All other options vest in 20% tranches from the date of issuance upon a change of control.

These options have an assumed forfeiture rate ranging from 5.7%-14.8% for 2015 and 2014.

Stock Option Plans

The fair value of the options granted is estimated using the Black-Scholes option pricing model using the following assumptions:

	2015	2014	2013
Average expected term (years)	6.9	6.0	6.0
Risk-free interest rate	1.76% - 1.93%	1.83% - 2.10%	0.93%
Expected volatility	30.0%	30.0%	20.0%

Since the Company does not have any historical exercise data that is indicative of expected future exercise performance, it has elected to use the "simplified method" to estimate the options expected term by taking the average of each vesting-tranche and the contractual term. The Company used the average weekly historical volatility for public companies in the solid waste sector to estimate historical volatility used in the Black-Scholes model. The risk-free rate used was based on the US Treasury security rate estimated for the expected term of the option at the date of grant. The Company has applied a discount for lack of marketability ranging from 9% to 10% for shares issued in 2015, 2014 and 2013, to the option value as the shares being valued are privately held and not readily marketable. No dividends are expected to issued.

Annual Stock Options

A summary of the Annual Stock Options and Senior Management Stock Options outstanding for the year ended December 31, 2015 (in millions, except share and per share amounts) is as follows:

	Number of Shares	Weighted - Average Exercise Price	Weighted - Average Remaining Contractual Term
Outstanding at January 1, 2015	38,928	$ 659	
Granted	4,750	896	
Exercised	(117)	409	
Expired or forfeited	(1,925)	676	
Outstanding at December 31, 2015	**41,636**	**686**	**6.08**
Exercisable at December 31, 2015	**30,667**	**$ 628**	**5.45**

The weighted-average grant-date fair value of options granted per share was $291, $268 and $268 during 2015, 2014, and 2013, respectively. The total fair value of options vested was $1.0, $1.6 and $1.8 during fiscal 2015, 2014, and 2013, respectively. The

Of the above amounts, $19.2 and $19.6 is included in accrued expenses and the remainder is included in other long-term liabilities at December 31, 2015 and 2014, respectively.

17. Benefit Plans

The Company has 401(k) Savings Plans ("401(k) Plan") for the benefit of qualifying full-time employees who have more than 90 days of service and are over 21 years of age. Employees make pre-tax contributions to the 401(k) Plan with a partial matching contribution made by the Company. The Company's matching contributions to the 401(k) Plan were $3.2, $2.8 and $2.8 for fiscal 2015, 2014 and 2013, respectively. Contributions by the Company are included in operating costs and expenses in the accompanying consolidated statements of operations.

The Company is a participating employer in a number of trustee-managed multiemployer, defined benefit pension plans for employees who participate in collective bargaining agreements. Approximately 13% of the Company's workforce is subject to a collective bargaining agreement and two of the collective bargaining agreements expire within one year. The risks of participating in the multiemployer plans are different from single-employer plans in that (i) assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers; (ii) if a participating employers stops contributing to the plan, the unfunded obligations of the plan may be required to be assumed by the remaining participating employers; and (iii) if the Company chooses to stop participating in any of the multiemployer plans, it may be required to pay those plans a withdrawal amount based on the underfunded status of the plan. The total contributions made to all plans for fiscal 2015 was $4.7, of which $0.2 is related to plans that are not individually significant.

The following table outlines the Company's participation in multiemployer plans considered to be individually significant:

Pension Fund	EIN/Pension Plan Number	Pension Protection Act Zone Status		FIP/RP Status Pending/ Implemented (B)	Contributions			Expiration Date of Collective-Bargaining Agreement
		2014	2013		2015	2014	2013	
Suburban Teamsters of Northern IL Pension Fund	36-6155778-001	Critical as of 1/1/2014	Critical as of 1/1/2013	Implemented	$ 0.6	$ 0.5	$ 0.4	1/31/2019
Pension Fund of Automobile Mechanics Local No. 701	36-6042061-001	Critical as of 1/1/2014	Critical as of 1/1/2013	Implemented	$ 0.2	$ 0.2	$ 0.2	12/31/2018
Local 731 Private Scavengers and Garage Attendants Pension Fund (A)	36-6513567-001	Not Endangered as of 10/1/2014	Endangered as of 10/1/2013	Implemented	$ 1.8	$ 1.7	$ 1.6	9/30/2018
Midwest Operating Engineers Pension Fund	36-6140097-001	Endangered as of 4/1/14	Endangered as of 4/1/12	Implemented	$ 0.6	$ 0.6	$ 0.5	9/30/2016
Teamsters Local Union No. 301 Union Pension Fund(A)	36-6492992-001	Not endangered or critical as of 1/1/14	Not endangered or critical as of 1/1/13	No	$ 0.9	$ 0.8	$ 0.6	9/30/2016
Central States Southeast and Southwest Areas Pension Fund	36-6064560-001	Critical as of 1/1/2014	Critical as of 1/1/2013	Implemented	$ 0.2	$ 0.2	$ 0.2	1/31/2015
Local 705 Int'l Brotherhood of Teamsters Pension TR. FD.	36-6492502-001	Critical as of 1/1/2014	Critical as of 1/1/2013	Implemented	$ 0.2	$ 0.2	$ 0.2	9/30/2018

(A) The employers' contributions to the plan represent greater than 5% of the total contributions to the plan for the most recent plan year available.

	2015	2014
Deferred tax assets		
Allowance for doubtful accounts	$ 1.7	$ 2.0
Insurance reserve	16.8	17.5
Net operating loss	176.5	178.3
Capital loss carryforward	69.1	69.1
Accrued bonus and vacation	9.0	7.7
Stock compensation	1.9	1.8
Other comprehensive income	—	0.6
Tax credits	7.2	6.9
Other	21.4	21.1
Total deferred tax assets	303.6	305.0
Valuation allowance	(95.2)	(96.1)
Deferred tax assets less valuation allowance	208.4	208.9
Deferred tax liabilities		
Fixed asset basis	(110.8)	(117.8)
Intangible basis	(123.7)	(127.2)
Landfill and environmental remediation liabilities	(109.8)	(113.8)
Other	(3.1)	(5.4)
Deferred tax liabilities	(347.4)	(364.2)
Net deferred tax liability	$ (139.0)	$ (155.3)

The amounts recorded as deferred tax assets as of December 31, 2015 and 2014 represent the amounts of tax benefits of existing deductible temporary differences or net operating and capital loss carryforwards. Realization of deferred tax assets is dependent upon the generation of sufficient taxable income prior to expiration of any loss carryforwards. A valuation allowance has been recorded against deferred tax assets as of December 31, 2015 in the amount of $95.2. The valuation allowance for the year ended December 31, 2014 was $96.1. The Company has established valuation allowances for uncertainties in realizing the benefit of certain tax loss and credit carryforwards. While the Company expects to realize the deferred tax assets, net of the valuation allowances, changes in estimates of future taxable income or in tax laws may alter this expectation.

The Company had available federal NOL carryforwards from continuing operations of approximately $417.4 and $432.5 at December 31, 2015 and 2014 respectively. The Company's federal net operating losses have expiration dates beginning in the year 2019 through 2033 if not utilized against taxable income. The capital losses of $182.9 expire in 2017 and 2018, if not previously utilized against capital gains.

In 2014, the Company recognized a decrease in valuation allowance of $51.4, which was primarily related to the completion of a legal entity restructuring that was undertaken in order to drive administrative and legal efficiencies. As a result of the operational restructuring, during the fourth quarter of 2014, the Company was able to project and support its ability to utilize certain federal net operating losses that were previously limited under the Seperate Return Limitation Year ("SRLY") tax rules.

The Company has grown through a series of acquisitions and mergers and has had change of control events that resulted in limitations on the utilization of NOLs pursuant to Section 382 of the Internal Revenue Code ("IRC"). Approximately $169.8 of the NOLs from continuing operations are limited under the SRLY rules of the IRC. These NOLs are only available to be utilized against taxable income of the HWStar Waste Holdings, Corp. and subsidiaries thereof, a wholly-owned subsidiary of the Company. At this time, the Company expects to utilize these NOLs, as a result of the operational restructuring discussed above.

Cost approach
Amount that would be required to replace the service capacity of an asset (i.e., replacement cost); and;

Income approach
Techniques to convert future amounts to a single present amount are based on market expectations (including present value techniques, option-pricing models, and lattice models).

The Company's financial assets and liabilities recorded at fair value on a recurring basis include derivative instruments and certain investments included in cash equivalent money market funds. The Company's fuel derivative instruments and interest rate caps are recorded at their estimated fair values based on quotes received from financial institutions that trade these contracts and a current forward fixed price swap curve, respectively. The Company verifies the reasonableness of these quotes using similar quotes from another financial institution as of each date for which financial statements are prepared. For the Company's fuel derivative instruments, the Company also considers the Company's and counterparty's credit worthiness in its determination of the fair value measurement of these instruments in a net liability position. The Company's restricted cash measured at fair value is invested primarily in U.S. government and agency securities.

All instruments were valued using the market approach. The Company's interest rate caps are valued using a third-party pricing model that incorporates information about LIBOR yield curves, which is considered observable market data, for each instrument's respective term. Counterparties to the Company's interest rate caps are financial institutions who participate in the term B loan. Valuations of those interest rate caps may fluctuate significantly from period to period due to volatility in valuation interest rates which are driven by market conditions and the scheduled maturities of the caps. The Company's assets and liabilities that are measured at fair value on a recurring basis approximate the following:

In February 2009, the Company and certain of its subsidiaries were named as defendants in a purported class action suit in the Circuit Court of Macon County, Alabama. Similar class action complaints were brought against the Company and certain of its subsidiaries in 2011 in Duval County, Florida and in 2013 in Quitman County, Georgia and Barbour County, Alabama, and in 2014 in Chester County, Pennsylvania. The Georgia complaint was dismissed in March 2014. The plaintiffs in those cases primarily allege that the defendants charged improper fees (fuel, administrative and environmental fees) that were in breach of the plaintiffs' service agreements with the Company and seek damages in an unspecified amount. The Company believes that it has meritorious defenses against these purported class actions, which it will vigorously pursue. Given the inherent uncertainties of litigation, including the early stage of these cases, the unknown size of any potential class, and legal and factual issues in dispute, the outcome of these cases cannot be predicted and a range of loss, if any, cannot currently be estimated.

In November 2014, the Attorney General of the State of Vermont filed a complaint against the Company relating to the Moretown, Vermont landfill regarding alleged odor and other environmental-related noncompliances with environmental laws and regulations and environmental permits. In the complaint, the Attorney General requested that the State of Vermont Superior Court find the Company liable for the alleged noncompliances, issue related civil penalties, and order the Company to reimburse the State of Vermont for enforcement costs. While the complaint does not specify a monetary penalty, prior correspondence from the Attorney General of the State of Vermont indicates that it may seek a penalty relating to the alleged noncompliances which are not expected to be material. Given the inherent uncertainties of litigation, including the early stage of this case, the outcome cannot be predicted and a range of loss, if any, cannot currently be estimated.

The Company is subject to various other proceedings, lawsuits, disputes and claims and regulatory investigations arising in the ordinary course of its business. Many of these actions raise complex factual and legal issues and are subject to uncertainties. Actions filed against the Company include commercial, customer, and employment-related claims. The plaintiffs in some actions seek unspecified damages or injunctive relief, or both. These actions are in various procedural stages, and some are covered in part by insurance. Although the Company cannot predict the ultimate outcome and the range of loss cannot be currently estimated, the Company does not believe that the eventual outcome of any such action could have a material adverse effect on its business, financial condition, results of operations, or cash flows.

The Company has an obligation as part of the purchase of one of its C&D landfills for payments of 6% of net revenue that began at the commencement of landfill operations and continues through the life of the landfill.

21. Restructuring

For fiscal 2015, no new restructuring plans were adopted and no restructuring costs were incurred.

For fiscal 2014, the Company recognized approximately $0.4 of severance costs, $0.6 for lease termination costs and $0.3 for relocation costs in the Midwest region; $0.4 for lease termination costs and $0.3 for relocation in the East region; $0.2 for lease termination costs and $0.8 for relocation costs in the South region, as well as $1.6 of severance costs for Corporate.

For fiscal 2013, the Company recognized employee severance and benefits restructuring charges of approximately $2.5, $1.7 for lease termination costs and $2.3 for relocation costs in the Midwest region; $0.6 for lease termination costs in the East region, $0.3 for lease termination costs in the South region and $0.3 for other expenses, as well as $2.3 of severance costs for Corporate.

	2015	2014	2013
Restructuring charges	$ —	$ 4.6	$ 10.0
Total pre-tax and restructuring charges	$ —	$ 4.6	$ 10.0

23. Supplemental Cash Flow Information

Supplemental cash flow information for the years ended December 31 is as follows:

	2015	2014	2013
Cash paid for interest	$ 116.4	$ 119.7	$ 119.1
Cash paid for taxes	$ 2.4	$ 3.2	$ 0.6

24. Accumulated Other Comprehensive Income

The changes in the balances of each component of accumulated other comprehensive income, net of tax, which is included as a component of stockholders' equity, are as follows:

	Gains and Losses on Derivative Instruments
Balance, December 31, 2012	(2.2)
Other comprehensive loss before reclassifications, net of tax	2.3
Amounts reclassified from accumulated other comprehensive income	2.4
Net current period other comprehensive loss	4.7
Balance, December 31, 2013	2.5
Other comprehensive income before reclassifications, net of tax	(1.0)
Net current period other comprehensive income	(1.0)
Balance, December 31, 2014	1.5
Other comprehensive income before reclassifications, net of tax	(1.5)
Net current period other comprehensive income	(1.5)
Balance, December 31, 2015	—

The significant amounts either added to or reclassified out of each component of accumulated other comprehensive income are included in the tables below:

	Amount of Derivative Gain (Loss) Recognized in OCI – Effective for the Years Ended December 31,		
Derivatives Designated as Cash Flow Hedges	**2015**	**2014**	**2013**
Interest rate caps	(2.0)	(1.4)	2.6
Other	$ —	$ —	$ 0.5
Total before tax	(2.0)	(1.4)	3.1
Tax benefit (expense)	0.5	0.4	(0.8)
Net of tax	$ (1.5)	$ (1.0)	$ 2.3

ITEM 9. *CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE*

Not applicable.

ITEM 9A. *CONTROLS AND PROCEDURES*

Effectiveness of Controls and Procedures

Our management, with the participation of our principal executive and financial officers, has evaluated the effectiveness of our disclosure controls and procedures in ensuring that the information required to be disclosed in reports that we file or submit under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, including ensuring that such information is accumulated and communicated to management (including the principal executive and financial officers) as appropriate to allow timely decisions regarding required disclosure. Based on such evaluation, our principal executive and financial officers have concluded that such disclosure controls and procedures were effective as of December 31, 2015 (the end of the period covered by this Annual Report on Form 10-K).

Management's Report on Internal Control Over Financial Reporting

Management's report on our internal control over financial reporting can be found in Item 8, Financial Statements and Supplementary Data, of this report.

Changes in Internal Control over Financial Reporting

Management, together with our CEO and CFO, evaluated the changes in our internal control over financial reporting during the quarter ended December 31, 2015. We determined that there were no changes in our internal control over financial reporting during the quarter ended December 31, 2015 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. *OTHER INFORMATION*

None.

John Spegal - Mr. Spegal has served as the Chief Operating Officer of Advanced Disposal since 2014. Mr. Spegal joined Advanced Disposal in 2013 as the Vice President of Business Development in 2013. Prior to joining Advanced Disposal, Mr. Spegal spent more than six years with AIR-serv Group LLC, a tire inflation and vacuum specialist company, as Regional Vice President and was responsible for their East Coast operations. Prior to that, he was at Allied Waste Industries/Browning Ferris Industries, a waste management company, for more than 20 years serving in various management roles throughout the Mid-Atlantic, Southeast and Southern regions, including Puerto Rico. Mr. Spegal holds a Bachelor's degree from the University of South Carolina.

Steven R. Carn - Mr. Carn has served as the Chief Financial Officer, Treasurer, and a Director of Advanced Disposal since 2012. Mr. Carn joined ADS Inc., a historical business of Advanced Disposal, in April 2001 and served as Chief Accounting Officer until August 2006, when he became the Chief Financial Officer of ADS Inc. Prior to joining ADS Inc., Mr. Carn served for three years as Chief Financial Officer for Town Star Food Stores, LLC, a chain of convenience stores, from 1998 to 2001. Prior to his service with Town Star, Mr. Carn served as Senior Consultant with CFO Services, Inc., a company engaged primarily in providing temporary chief financial officer services to emerging companies in the Jacksonville, Florida area. He began his career as an auditor with Ernst & Young in 1987. Mr. Carn graduated from The Ohio State University with a Bachelor's degree in Business Administration in 1987. Mr. Carn is a certified public accountant in Ohio. Mr. Carn's qualifications to sit on our board of directors include his substantial experience in the area of corporate strategy, accounting and finance.

Matthew Gunnelson - Mr. Gunnelson has served as the Chief Accounting Officer and Assistant Treasurer of Advanced Disposal since 2012. Prior to becoming our Chief Accounting Officer and Assistant Treasurer in 2012, Mr. Gunnelson served as Corporate Controller and Assistant Secretary of Veolia ES Solid Waste, Inc. from 2005 to 2012. Prior to joining Veolia ES Solid Waste, Inc., Mr. Gunnelson served as Division Controller for Tecumseh Products-Engine and Transmission Group, a manufacturer of refrigeration and cooling products, from 1999 through 2005. Prior to his service with Tecumseh Products-Engine and Transmission Group, Mr. Gunnelson held various finance positions with Giddings & Lewis, Inc., a machine tool manufacturer. He began his career as an auditor with Ernst & Young in 1986. Mr. Gunnelson is a certified public accountant and holds a Bachelor's of Business Administration degree in accounting and finance from the University of Wisconsin-Madison.

Michael K. Slattery - Mr. Slattery has served as the Senior Vice President, General Counsel and Secretary of Advanced Disposal since July 2014. He also serves as corporate secretary. Prior to joining Advanced Disposal, Mr. Slattery most recently served as Senior Vice President and General Counsel for Veolia Environmental Services North America Corp. from 2004 to 2012 with responsibility for the management of the law department and all legal affairs in North America. Prior to joining the Veolia group, Mr. Slattery served as Vice President & Deputy General Counsel for Fruit of the Loom, Inc., a clothing manufacturer, with responsibility for the management of legal affairs throughout North America, Canada, Europe, North Africa and Latin America. Prior to joining Fruit of the Loom, Mr. Slattery served as Vice President and General Counsel for Wheelabrator Technologies, Inc., a solid waste management firm, and as General Counsel for several major North and Latin American operating divisions for Waste Management, Inc. Mr. Slattery is a graduate of the John Marshall Law School in Chicago, where he was an assistant editor of the John Marshall Law Review and earned his Bachelor's degree in Economics from St. Joseph's College in Rensselaer, Indiana.

William Westrate - Mr. Westrate has served as the Chief Administrative Officer of Advanced Disposal since 2014. In this role, Mr. Westrate is responsible for Advanced Disposal's administrative functions, including human resources, procurement and information technology. Mr. Westrate had previously served as Vice President of Information Technology for Advanced Disposal since 2013. Prior to that post, he served as the Chief Information Officer at Veolia Environmental Services North America Corp. from 2010 to 2013 and was instrumental in leading a number of significant technology changes and service offerings. Mr. Westrate has over 17 years of executive IT leadership experience with companies including Aramark, a food and facilities management services company, ServiceMaster, a residential and commercial services company, Interdent, a dental services support company, and Van Kampen Funds, a mutual fund, and holds a Bachelor's degree in Computer Science and Business Administration from Taylor University.

Mary O'Brien - Ms. O'Brien has served as the Chief Marketing Officer of Advanced Disposal since 2012. Ms. O'Brien previously served as the Chief Marketing Officer of ADS Inc. from 2001 to 2012, overseeing all marketing and communication efforts of ADS Inc. and its subsidiaries. Ms. O'Brien's responsibilities include branding, municipal market development, advertising, government relations and public relations. In addition, her duties include incorporating new market research development and entry strategy, database management, state and local legislative permitting political efforts, internet presence management and industry networking. Ms. O'Brien received her Bachelor's degree in Business Administration, Marketing and a minor in English from James Madison University.

Sergio Pedreiro - Mr. Pedreiro joined Advanced Disposal as a Director on January 29, 2016 as the designated director of BTGI Equity Investments LLC ("BTGI Equity"), a stockholder and an affiliate of BTG Pactual. Since May 2015, Mr. Pedreiro has served as CEO of Estre Ambiental, a Brazilian waste management company, where he has also served as Director since 2011. He has also served as a Director of ALL-American Latina Logistica SA., a Brazilian logistics company mainly focused on the railway line logistics in Brazil, from 2005 to 2011. Since April 2014, Mr.Pedreiro has been an Associate Partner and a Portfolio Management Team member of BTG Pactual, an investment bank and asset and wealth manager based in Brazil. Prior to joining BTG Pactual, Mr. Pedreiro served as the Chief Financial Officer of Coty, Inc., an American beauty products manufacturer based in New York, from 2009 to 2014. Prior to joining Coty Inc., Mr. Pedreiro served as Chief Financial Officer of ALL-America Latina Logýstica S.A. from 2002 to 2008. Mr. Pedreiro received a Bachelor's Degree with honors in Aeronautical Engineering from ITA-Instituto Tecnológico de Aeronáutica, and has a Master of Business Administration degree from Stanford University Graduate School of Business.

As a privately-held company with no equity securities listed on a national securities exchange we are not required to have independent directors on our board of directors or any committees of the board of directors. Accordingly, we have not made any determinations of independence with respect to any of our outside directors.

Committees of the Board

Our Board of Directors has an Audit Committee and a Compensation Committee. Our Board of Directors may also establish from time to time any other committees that it deems necessary and advisable.

Audit Committee

Our Audit Committee is comprised of John Miller, Bret Budenbender, and Jared Parker. The Audit Committee is responsible for assisting our Board of Directors with its oversight responsibilities regarding: (i) the integrity of our financial statements; (ii) our compliance with legal and regulatory requirements; (iii) our independent registered public accounting firm's qualifications and independence; and (iv) the performance of our internal audit function and independent registered public accounting firm. Our Board of Directors has designated Mr. John Miller from Highstar Capital an Audit Committee financial expert.

Compensation Committee

Our Compensation Committee is comprised of Bret Budenbender, John Miller, and Richard Burke. The Compensation Committee is responsible for assisting our Board of Directors with its oversight responsibilities regarding: (i) Review and approval of corporate goals and objectives relevant to CEO and other executive officers' compensation, including annual performance objectives, if any; (ii) Evaluating the performance of the CEO in light of such goals and objectives and, either as a committee or together with the other directors, determine and approve the annual salary, bonus, equity-based incentive and other benefits, direct and indirect, of the CEO; (iii) Making recommendations to the board with respect to non-CEO executive officer compensation, and incentive-compensation and equity-based plans that are subject to board approval; and (iv) Preparing the disclosure required by Item 407(e)(5) of Regulation S-K.

ITEM 11. *EXECUTIVE COMPENSATION*

As described in more detail below, the material elements of our executive compensation program for our named executive officers ("NEO's") include base salary, cash bonus opportunities, a long-term equity incentive opportunity, a deferred compensation opportunity and other retirement benefits and welfare benefits. The NEOs may also receive severance payments and other benefits in connection with certain terminations of employment or a change in control of Advanced Disposal Services, Inc. or Advanced Disposal Services, Corp, our Parent Company. We believe that each element of our executive compensation program helps us to achieve one or more of our compensation objectives, as illustrated by the table below.

We sponsored a management incentive plan (the ''MIP'') in fiscal 2015 as set forth in formal individualized plan term sheets. All of our NEOs were eligible to participate in the MIP in fiscal 2015. In general, the primary purpose of the MIP is to focus management on key measures that drive financial performance and provide competitive bonus opportunities tied to the achievement of our financial and strategic growth objectives.

Fiscal 2015 MIP

A target annual bonus, expressed as a percentage of base salary (between 0% and 100%), is established within each NEO's employment agreement. This percentage may be adjusted from time to time by the Compensation Committee in connection with a NEO's promotion. The MIP award, which is a cash bonus, is tied to our (i) overall financial results (the ''Business Performance Factor'') and (ii) a combination of individual, financial and/or strategic goals appropriate for each position (the ''Individual Performance Factor''). The Business Performance Factor determines 75% of the total MIP award and the Individual Performance Factor determines the remaining 25%.

With respect to the NEOs, financial performance is measured at the Company-wide level. Financial performance relative to specified financial performance targets set annually by the Board of Directors determines the aggregate funding level of the bonus pool and the Business Performance Factor for the MIP. If the financial performance target set by the Board of Directors is met, the aggregate bonus pool amount will be set at 100% of the target amount in the annual operating budget and the specified financial performance target payout percentages will be set at 100%, subject to the Compensation Committee's discretion for all NEOs. The Compensation Committee has the discretion to adjust the MIP aggregate bonus pool amount and the Business Performance Factor upwards or downwards to address special situations. Special situations may include, but are not limited to, items such as the divestiture of businesses, restructuring programs or unusual items in connection with a significant acquisition.

We believe that tying the NEOs' bonuses to Company-wide performance goals encourages collaboration across the executive leadership team. We attempt to establish the financial performance target(s) at challenging levels that are reasonably attainable if we meet our performance objectives. The Business Performance Factor is determined based on achievement of adjusted EBITDA (representing 50% of each NEO's bonus calculation), as well as free cash flow (representing 25% of each NEO's bonus calculation). We believe that these factors provide reliable indicators of our strategic growth and the strength of our cash flow and overall financial results. For each of our NEOs, achievement of less than 90% of the EBITDA measure or the cash flow measure results in no amounts being paid in connection with that respective component of the Business Performance Factor. With respect to Messrs. Burke, Carn and Spegal, if achievement of the EBITDA measure or the cash flow measure is greater than or equal to 90% and less than or equal to 110%, the respective component of the Business Performance Factor will be pro-rated ratably, provided that the total MIP award cannot exceed a stated maximum. With respect to Messrs. Slattery and Westrate, if achievement of the EBITDA measure or the cash flow measure is greater than or equal to 90% and less than 92.5%, 40% of the respective component of the Business Performance Factor will be paid; if achievement of the EBITDA measure or the cash flow measure is greater than or equal to 92.5% and less than 95%, 60% of the respective component of the Business Performance Factor will be paid; finally, if achievement of the EBITDA measure or the cash flow measure is greater than or equal to 95% and less than or equal to 110%, the respective component of the Business Performance Factor will be pro-rated ratably, provided that the total MIP award cannot exceed a stated maximum.

After setting the Business Performance Factor, the compensation committee determines the actual bonuses paid to the NEOs based on an assessment of each NEO's Individual Performance Factor. The Individual Performance Factor payout percentage (which impacts 25% of a NEO's MIP award) can range from 0% to 110% for Messrs. Burke, Carn and Spegal and from 0% to 70% for Messrs. Slattery and Westrate, provided that the total MIP award cannot exceed a stated maximum. The Compensation Committee performs the assessment of Mr. Burke's Individual Performance Factor after reviewing the written assessments of his performance against the specific goals and objectives that Mr. Burke provided to the board of directors. The CEO performs the assessment of the other NEOs' Individual Performance Factors and makes a recommendation to the Compensation Committee based upon his assessment of their achievement of the goals and objectives as set forth by him.

The Individual Performance Factors for Messrs. Burke, Carn, Spegal, Slattery and Westrate are based upon their respective contributions towards achievement of the following: (1) completion of the integration of acquired and merged companies; (2) achieving estimated synergy targets; (3) institutionalizing culture; (4) positioning us for maximum value creation; (5) completing acquisitions and development projects; and (6) formalizing policies and procedures related to internal controls and governance.

Sign-on Bonuses

for life insurance benefits in an amount equal to the NEOs' base salary plus bonus potential. The NEO may designate a beneficiary of their choosing under the life insurance.

Severance and Other Benefits Payable Upon Termination of Employment or Change in Control

We believe that severance protections can play a valuable role in attracting and retaining high caliber talent. In the competitive market for executive talent, we believe severance payments and other termination benefits are an effective way to offer executives financial security to offset the risk of foregoing an opportunity with another company. Consistent with our objective of using severance payments and benefits to attract and retain executives, we generally provide each NEO with amounts and types of severance payments and benefits that we believe will permit us to attract and/or continue to employ the individual NEO.

The severance benefits provided under the NEO employment agreements are generally more favorable than the benefits payable under our general severance policy. For example, the NEO employment agreements provide for a severance benefit payable upon a termination by us without cause or by the NEO for "good reason". Details on NEO severance arrangements can be found below under "-Summary of NEO Employment Agreements."

Section 162(m) of the Code

Section 162(m) of the Internal Revenue Code ("Section 162(m)") generally disallows a tax deduction for compensation over $1,000,000 paid for any year to a corporation's principal executive officer or an individual acting in such a capacity and the three most highly compensated executive officers (not including the principal executive officer or the principal financial officer). Section 162(m) applies to corporations with any class of common equity securities required to be registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Because we do not currently have any publicly held common stock, Section 162(m)'s restrictions do not currently apply to us.

The following table provides summary information concerning the compensation of our CEO, our Chief Financial Officer ("CFO") and each of our other NEOs for the 2013-2015 fiscal years.

Summary Compensation Table

	Year	Salary	Option Award (1)	Non-equity incentive plan compensation (2)	Total All Other Compensation (3)	Total
Richard Burke Chief Executive Officer	2015	$ 557,000	$ —	$ 548,924	$ 42,306	$ 1,148,230
	2014	$ 520,698	$ —	$ 530,880	$ 490,344	$ 1,541,922
	2013	$ 465,000	$ 3,425	$ —	$ 318,131	$ 786,556
Steven Carn Chief Financial Officer	2015	$ 392,923	$ —	$ 391,155	$ 30,834	$ 814,912
	2014	$ 381,750	$ —	$ 370,756	$ 20,204	$ 772,710
	2013	$ 375,000	$ 5,635	$ 361,726	$ 34,774	$ 777,135
John Spegal Chief Operating Officer	2015	$ 378,133	$ 55,405	$ 365,088	$ 21,508	$ 820,134
	2014	$ 297,038	$ 175,423	$ 349,632	$ 190,694	$ 1,012,787
Michael K. Slattery Senior Vice President, General Counsel	2015	$ 306,000	$ 288,320	$ 182,774	$ 98,784	$ 875,878
William Westrate Chief Administrative Officer	2015	$ 280,800	$ 183,729	$ 165,089	$ 20,886	$ 650,504

(1) Represents options granted under the 2012 Plan by the Parent to each NEO. Amounts reported reflect the aggregate grant date fair value computed in accordance with FASB ASC Topic 718. For a discussion of the assumptions and methodologies used to calculate the amounts reported in fiscal 2015, see the discussion of nonqualified option awards contained in Notes 1 and 15 to our audited consolidated financial statements for the period ended December 31, 2015.

(2) Figures represent awards paid under our Management Incentive Plan (MIP) in respect of the year earned. See "Executive Compensation-Executive Compensation Program Elements-Cash Bonus Opportunities-Fiscal 2015 MIP" above for a description of our MIP.

(2) Reflects the aggregate grant date fair value computed in accordance with FASB ASC Topic 718. Exercise priced based upon third-party valuation or third-party transaction price.

For a discussion of the assumptions and methodologies used to calculate the amounts reported, please see the discussion of option awards contained in Note 15 to our Consolidated Financial Statements for the period ended December 31, 2015.

Summary of NEO Employment Agreements

This section describes employment agreements in effect for our NEOs during fiscal 2015. In addition, the terms with respect to grants of stock options described above under "Long-Term Equity Incentive Awards" are further described below for our NEOs in the section entitled "Outstanding Equity Awards at December 31, 2015." Severance agreements and arrangements are described below in the section entitled "Potential Payments upon Termination or Change in Control."

Employment Agreement of Richard Burke

We entered into an employment agreement with Mr. Burke (the "Burke Agreement"), effective as of November 20, 2012, for a three-year initial term which will be automatically extended for successive one-year periods thereafter unless one of the parties provides the other with written notice of non-renewal at least sixty days prior to the end of the applicable term. The agreement was subsequently modified in connection with Mr. Burke's appointment as CEO effective July 1, 2014. The financial terms of the Burke Agreement, as modified for salary, include (1) an annual base salary of $525,000, subject to increases not less than 100% of the CPI, (2) participation in our MIP, with a target annual cash bonus amount up to 100% of his annual base salary, and (3) a pool of options established by the compensation committee for which Mr. Burke may earn up to 1,333 options per year for fiscal 2014, 2015 and 2016 if certain EBITDA targets are met.

We must maintain a long term disability plan which provides benefits in an amount at least equal to 66 $^{2}/3\%$ of Mr. Burke's annual base salary then in effect, up to a maximum of $9,000 per month. Further, Mr. Burke is entitled on a tax grossed-up annual basis during each calendar year of his employment, to: (1) a Company automobile or allowance for an automobile, (2) participation in the incentive stock option award program, (3) participation in the group medical, dental, health and pension or profit-sharing plans which we make available to senior level employees, (4) six weeks' vacation, (5) short term disability benefits, (6) life insurance benefits in an amount equal to $1,000,000 for which we must pay the premiums and for which he may designate a beneficiary and (7) reimbursement of certain relocation expenses.

Mr. Burke is also entitled to a seat on our Board of Directors. We retain the right to remove Mr. Burke from the Board of Directors in connection with any restructuring of the Board of Directors in connection with a public offering. In such an event, no payments would be due to Mr. Burke.

Severance benefits are payable to Mr. Burke in connection with his termination without cause or his resignation for "good reason," which is defined as either a breach of the Burke Agreement by the Company, a relocation of Mr. Burke's principal place of business to a location that represents a material change (50 miles from principal place of business) in geographic location or a material diminution in his authority, duties, responsibilities, reporting position or compensation. Such severance payments are provided in an amount equal to two times his base salary and bonus received during the preceding fiscal year, paid out in 24 equal monthly installments, and a pro-rata portion of his bonus as earned through the termination date, and an additional $36,000 cash payment payable in 24 equal monthly installments. Mr. Burke is subject to non-competition, non-solicitation and non-interference with employees provisions for two years following termination of employment for any reason and to indefinite confidentiality provisions.

In the event that any payments or benefits due to Mr. Burke constitute parachute payments under Section 280G of the Internal Revenue Code (the "Code"), and will be subject to the excise tax imposed by Section 4999 of the Code, then the Company will pay Mr. Burke a gross-up payment so as to put him in the same after-tax position as if the Section 4999 excise tax was not imposed.

Employment Agreement of Steven R. Carn

We entered into an employment agreement with Mr. Carn (the "Carn Agreement"), effective as of November 20, 2012 for a three-year initial term which will be automatically extended for successive one-year periods thereafter unless one of the parties provides the other with written notice of non-renewal at least sixty days prior to the end of the applicable term. Pursuant to the Carn Agreement, Mr. Carn serves as our Chief Financial Officer.

provides the other with written notice of non-renewal at least sixty days prior to the end of the applicable term. Pursuant to the Slattery Agreement, Mr. Slattery serves as our Senior Vice President, General Counsel.

The financial terms of the Slattery Agreement include: (1) an annual base salary of $306,000, subject to annual increases; and (2) continued participation in our MIP, with a target annual cash bonus amount up to 60% of his salary. In addition, Mr. Slattery is entitled to: (a) vacation of up to four weeks, (b) participation in the group medical, dental, health and pension or profit-sharing plans which we make available to senior level employees, (c) short-term disability benefits, (d) a long-term disability plan which provides benefits in an amount at least equal to 40% of Mr. Slattery's annual base salary then in effect up to a maximum of $11,000 per month, (e) participation in the Company's current equity compensation plan, as amended from time to time, (f) payment by the Company of premiums on a life insurance policy in an amount equal to two times Mr. Slattery's base salary, and (g) reimbursement of direct and reasonable business expenses.

Severance benefits are provided under the Slattery Agreement if Mr. Slattery's employment terminates without cause or for "good reason," subject to the execution and non-revocation of a general release. "Good Reason" has the same meaning as in the Spegal Agreement. Upon such termination, Mr. Slattery is entitled to severance payments in (i) an amount equal to two times his annual base salary then in effect, payable in 24 equal monthly installments; (ii) a pro-rata portion of his bonus as earned through the termination date; and (iii) an amount equal to two times the greater of (1) his bonus received during the fiscal year immediately preceding the year of termination and (2) the average of the bonuses paid to Mr. Slattery in the two years immediately preceding the year of termination, payable in 24 equal monthly installments. Mr. Slattery is subject to a non-competition covenant for two years following termination of employment for any reason, a non-solicitation and non-interference with employees covenant for two years following termination of employment for any reason and indefinite confidentiality provisions.

Employment Agreement of William Westrate

We entered into an employment agreement with Mr. Westrate (the "Westrate Agreement"), effective as of May 1, 2015 for a three-year initial term which will be automatically extended for successive one-year periods thereafter unless one of the parties provides the other with written notice of non-renewal at least sixty days prior to the end of the applicable term. Pursuant to the Westrate Agreement, Mr. Westrate serves as our Chief Administrative Officer.

The financial terms of the Westrate Agreement include: (1) an annual base salary of $270,000, subject to annual increases; and (2) continued participation in our MIP, with a target annual cash bonus amount up to 60% of his salary. In addition, Mr. Westrate is entitled to: (a) vacation of up to four weeks, (b) participation in the group medical, dental, health and pension or profit-sharing plans which we make available to senior level employees, (c) short-term disability benefits, (d) a long-term disability plan which provides benefits in an amount at least equal to 40% of Mr. Westrate's annual base salary then in effect up to a maximum of $11,000 per month, (e) participation in the 2012 Plan, as amended from time to time, at Level 1 of the 2012 Plan, (f) payment by the Company of premiums on a life insurance policy in an amount equal to two times Mr. Slattery's base salary, and (g) reimbursement of direct and reasonable business expenses.

Severance benefits are provided under the Westrate Agreement if Mr. Westrate's employment terminates without cause or for "good reason," subject to the execution and non-revocation of a general release. "Good Reason" has the same meaning as in the Spegal Agreement. Upon such termination, Mr. Westrate is entitled to severance payments in (i) an amount equal to two times his annual base salary then in effect, payable in 24 equal monthly installments; (ii) a pro-rata portion of his bonus as earned through the termination date; and (iii) an amount equal to two times the bonus received during the fiscal year immediately preceding the year of termination, payable in 24 equal monthly installments. Mr. Westrate is subject to a non-competition covenant for two years following termination of employment for any reason, a non-solicitation and non-interference with employees covenant for two years following termination of employment for any reason and indefinite confidentiality provisions.

Outstanding Equity Awards at December 31, 2015

The following table sets forth information concerning outstanding stock options to purchase shares of Parent common stock held by each of our NEOs as of December 31, 2015.

Name	Item of Compensation	Termination Upon Death/Disability	Termination Upon Retirement	Involuntary Termination Not for Cause or Reason	Termination for Cause	Voluntary Resignation (2)	Termination Upon Change in Control (3)
Richard Burke	Bonus	$ 548,924	$ —	$ 548,924	$ —	$ 548,924	$ 548,924
	Additional Severance (1)	$ 36,000	$ —	$ 36,000	$ —	$ 36,000	$ 36,000
	Unvested Stock Options	$ 3,527	$ —	$ —	$ —	$ —	$ 3,527
	Multiple of Salary and Bonus	$ 2,211,848	$ —	$ 2,211,848	$ —	$ 2,211,848	$ 2,211,848
	Total Payments	$ 2,800,299	$ —	$ 2,796,772	$ —	$ 2,796,772	$ 2,800,299
Steven Carn	Bonus	$ 391,155	$ —	$ 391,155	$ —	$ 391,155	$ 391,155
	Unvested Stock Options	$ 163,286	$ —	$ —	$ —	$ —	$ 163,286
	Multiple of Salary and Bonus	$ 1,568,157	$ —	$ 1,568,157	$ —	$ 1,568,157	$ 1,568,157
	Total Payments	$ 2,122,598	$ —	$ 1,959,312	$ —	$ 1,959,312	$ 2,122,598
John Spegal	Bonus	$ 365,088	$ —	$ 365,088	$ —	$ 365,088	$ 365,088
	Unvested Stock Options	$ —	$ —	$ —	$ —	$ —	$ 334,004
	Multiple of Salary and Bonus	$ 743,221	$ —	$ 1,486,443	$ —	$ 1,486,443	$ 1,486,443
	Total Payments	$ 1,108,309	$ —	$ 1,851,531	$ —	$ 1,851,531	$ 2,185,535
Michael K. Slattery	Bonus	$ 182,774	$ —	$ 182,774	$ —	$ 182,774	$ 182,774
	Unvested Stock Options	$ —	$ —	$ —	$ —	$ —	$ 293,230
	Multiple of Salary and Bonus	$ 488,774	$ —	$ 977,548	$ —	$ 977,548	$ 977,548
	Total Payments	$ 671,548	$ —	$ 1,160,322	$ —	$ 1,160,322	$ 1,453,552
William Westrate	Bonus	$ 165,089	$ —	$ 165,089		$ 165,089	$ 165,089
	Unvested Stock Options	$ —	$ —	$ —	$ —	$ —	$ 309,682
	Multiple of Salary and Bonus	$ 445,889	$ —	$ 891,778	$ —	$ 891,778	$ 891,778
	Total Payments	$ 610,978	$ —	$ 1,056,867	$ —	$ 1,056,867	$ 1,366,549

(1) Paid in 24 equal monthly installments.

(2) Voluntary resignation payments are based upon resignation for "good reason,". Details of the definition of "good reason" applicable to each of our named executive officers are provided above under "Compensation Discussion & Analysis - NEO Employment Agreements."

(3) For Mr. Burke and Mr. Carn, options outstanding as of December 31, 2015 would have automatically vested upon a change in control had one occurred as of that date. In that case, the value received by Mr. Burke on account of the acceleration of his unvested stock options would have been $3,527, and the value received by Mr. Carn on account of the acceleration of his unvested stock options would have been $163,286.

All NEOs are subject to non-competition covenants for two years following termination of employment, non-solicitation and non-interference with employees provisions for two years following termination of employment for any reason and indefinite confidentiality provisions.

Non-Employee Director Compensation

During the fiscal year ending in 2015, we did not provide any compensation to our directors on account of their service to the Company as non-employee directors. The only directors who received compensation from the Company were Mr. Appleby in connection with consulting services that he provides to the Company, and Messrs. Burke and Carn in connection with their service as officers of the Company. As of April 30, 2016, Mr. Appleby will no longer be providing consulting services to the Company. Payments to Messrs. Burke and Carn are set forth in the Summary Compensation Table. Payments to Mr. Appleby are described below and are set forth in the director compensation table included in the section labeled "Compensation Arrangements of Charles Appleby."

ITEM 12. *SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS*

Not applicable.

ITEM 13. *CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE*

Promissory Notes (in millions) Relating to Exercise of Advanced Disposal Stock Options

On December 31, 2008, the Parent issued to Charles Appleby, Walter Hall, Steven Carn, Mary O'Brien, Steven Del Corso and Christian Mills, executive officers of Advanced Disposal, promissory notes in an aggregate principal amount of $28.0 in connection with the exercise of stock options by such officers. Each of the borrowers pledged the shares purchased with the proceeds of the full recourse notes as collateral for the notes. The promissory notes accrued interest semi-annually at a rate of 2.83% through November 19, 2012 and .89% from November 20, 2012 and thereafter, which is payable on the due date of the notes. All loans mature at the earlier of six years from the date of re-issuance on November 20, 2012, upon termination of employment or upon sale of stock.

The loan amounts consisting of unpaid principal and interest as of December 31, 2015 are as follows: Mr. Appleby for $7.2; Mr. Hall for $2.9; Mr. Carn for $5.4, Mr. DelCorso for $2.2, Ms. Mills for $0.7 and Ms. O'Brien for $4.3. The loans were distributed by Advanced Disposal Services, Inc. to its parent Company, Advanced Disposal Waste Holdings Corp. in November 2012. The loans are not obligations of the Company or any of its subsidiaries. Subsequent to December 31, 2015, these loans were settled by all individuals with the exception of Ms. Mills who is no longer an executive officer of the Company.

Employment Relationships

Certain related party employment relationships exist within the Company. Two of Mr. Appleby's immediate family members are employed by the Company and total compensation, excluding stock options granted for fiscal 2015 was $141,734 and $165,682, respectively. They were awarded options during 2015 with a fair market value of $10,053 and $6,568.

ITEM 14. *PRINCIPAL ACCOUNTING FEES AND SERVICES*

Audit Fees

Fees for audit services totaled approximately $1.6 and $1.0 for the fiscal years ended December 31, 2015 and 2014, respectively, including fees associated with the annual audits, reviews of our quarterly reports on Form 10-Q and assistance with the review of documents filed with the SEC.

Audit-Related Fees

None.

Tax Fees

Fees for tax services totaled approximately $0.2 and $0.5 for the fiscal years ended December 31, 2015 and 2014, respectively, for tax planning advice primarily related to legal entity restructuring.

All Other Fees

Fees for acquisition related due diligence services totaled $0.2 for the fiscal year ended December 31, 2015.

Audit Committee Pre-Approval Policies

The duties and responsibilities of our Audit Committee include the pre-approval of all audit, audit related, tax, and other services permitted by law or applicable SEC regulations (including fee and cost ranges) to be performed by our independent registered public accounting firm. Any pre-approved services that will involve fees or costs exceeding pre-approved levels will also require specific pre-approval by the Audit Committee. Unless otherwise specified by the Audit Committee in pre-approving a service, the pre-approval will be effective for the 12-month period following pre-approval. The Audit Committee will not approve any non-audit services prohibited by applicable SEC regulations or any services in connection with a

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Advanced Disposal Services, Inc.

By: */s/ Richard Burke*
Richard Burke
Chief Executive Officer and Director

Date: March 4, 2016

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the date indicated.

Each person signing below also hereby appoints Steven R. Carn, Matthew Gunnelson, Michael Slattery, and Richard Burke, and each of them singly, his or her lawful attorney-in-fact with full power to execute and file any and all amendments to this report together with exhibits thereto and generally to do all such things as such attorney-in-fact may deem appropriate to enable Advanced Disposal Services, Inc. to comply with the provisions of the Securities Exchange Act of 1934 and all requirements of the Securities and Exchange Commission.

Signature	Title	Date
/s/ Richard Burke Richard Burke	Chief Executive Officer and Director (Principal Executive Officer)	March 4, 2016
/s/ Steven R. Carn Steven R. Carn	Chief Financial Officer, Treasurer and Director (Principal Financial Officer)	March 4, 2016
/s/ Matthew Gunnelson Matthew Gunnelson	Chief Accounting Officer, Assistant Treasurer (Principal Accounting Officer)	March 4, 2016
/s/ Christopher Beall Christopher Beall	Director	March 4, 2016
/s/ John Miller John Miller	Director	March 4, 2016
/s/ Bret Budenbender Bret Budenbender	Director	March 4, 2016
/s/ Jared Parker Jared Parker	Director	March 4, 2016

Exhibit Number	Description of Exhibits
3.1	Certificate of Incorporation of ADS Waste Holdings, Inc. (Incorporated by reference to Exhibit 3.1 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
3.1a	Certificate of Amendment of Certification of Incorporation of ADS Waste Holdings, Inc.
3.2	Bylaws of ADS Waste Holdings, Inc. (Incorporated by reference to Exhibit 3.2 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
4.1	Indenture, dated as of October 9, 2012, between ADS Waste Escrow Corp. and Wells Fargo Bank, National Association, as trustee (Incorporated by reference to Exhibit 4.1 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
4.2	Supplemental Indenture, dated as of November 20, 2012 between ADS Waste Holdings, Inc., and Wells Fargo Bank, National Association, as trustee (Incorporated by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
4.3	Supplemental Indenture, dated as of November 20, 2012 among certain subsidiaries of ADS Waste Holdings, Inc., as guarantors, and Wells Fargo Bank, National Association, as trustee (Incorporated by reference to Exhibit 4.3 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
4.4	Registration Rights Agreement, dated as of October 9, 2012, between ADS Waste Escrow Corp. and Deutsche Bank Securities, Inc., as representative of the initial purchasers (Incorporated by reference to Exhibit 4.4 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
10.1	Senior Secured Credit Agreement, dated as of October 9, 2012, among ADS Waste Escrow Corp. II, as escrow borrower, ADS Waste Holdings, Inc., as borrower upon the acquisition date, Advanced Disposal Waste Holdings Corp., as intermediate holdings upon the acquisition date, the lenders party thereto, Deutsche Bank Trust Company, Americans, as administrative agent and collateral agent, Deutsche Bank Securities Inc., Macquarie Capital (USA) Inc., UBS Securities LLC, Barclays Bank PLC and Credit Suisse Securities (USA) LLC, as joint bookrunners and joint lead arrangers, Macquarie Capital (USA) Inc. and UBS Securities LLC, as co- syndication agents, and Barclays Bank PLC and Credit Suisse Securities (USA) LLC, as co-documentation agents (Incorporated by reference to Exhibit 10.1 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013, as amended and/or supplemented by (i) Exhibit 10.1 of the Company's Amendment No. 1 to the Registration Statement on Form S-4 filed with the Securities and Exchange Commission on October 16, 2013, (ii) Exhibit 10.1(a) of the Company's Amendment No. 5 to the Registration Statement on Form S-4 filed with the Securities and Exchange Commission on November 1, 2013 and (iii) Exhibit 10.1(a) of the Company's Amendment No. 6 to the Registration Statement on Form S-4 filed with the Securities and Exchange Commission on November 6, 2013)

Exhibit Number	Description of Exhibits
10.11	Executive Employment Agreement for Steven Carn, dated November 20, 2012 (Incorporated by reference to Exhibit 10.9 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
10.12	Executive Employment Agreement for John Spegal, dated May 1, 2014 (Incorporated by reference to Exhibit 10.12 of the Company's Annual Report on Form 10K filed with the Securities and Exchange Commission on March 10, 2015)
10.13	Reserved
10.14	2012 ADS Waste Holdings Corp. Stock Incentive Plan (Incorporated by reference to Exhibit 10.12 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
10.15	Amended and Restated Share Price Protection Agreement, between the Company and Charles Appleby, dated December 20, 2012 (Incorporated by reference to Exhibit 10.13 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
10.16	Form of Senior Management Stock Option Award Agreement (for Substituted Option) under the Advanced Disposal Waste Holdings Corp. 2012 Stock Incentive Plan (Incorporated by reference to Exhibit 10.14 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
10.17	Form of Management Stock Option Award Agreement, Annual Award (for Substituted Option) under the Advanced Disposal Waste Holdings Corp. 2012 Stock Incentive Plan (Incorporated by reference to Exhibit 10.15 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
10.18	Form of Management Stock Option Award Agreement, Strategic Performance Award (Post-2009) (for Substituted Option) under the Advanced Disposal Waste Holdings Corp. 2012 Stock Incentive Plan (Incorporated by reference to Exhibit 10.16 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
10.19	Form of Management Stock Option Award Agreement/Strategic Performance Award (Pre-2010) (for Substituted Option) under the Advanced Disposal Waste Holdings Corp. 2012 Stock Incentive Plan (Incorporated by reference to Exhibit 10.17 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)
10.20	Form of Senior Management Stock Option Award Agreement under the Advanced Disposal Waste Holdings Corp. 2012 Stock Incentive Plan (Incorporated by reference to Exhibit 10.18 of the Company's Registration Statement on Form S-4 filed with the Securities and Exchange Commission on September 11, 2013)

PROPOSAL NARRATIVE

Executive Summary

Advanced Disposal Services Solid Waste Midwest, LLC. (Advanced Disposal) has read and understands the specifications in preparation for our RFP response for the City of Yorkville. Advanced Disposal is particularly well suited to provide residential refuse, recycling, and yard waste collection to Yorkville because among other reasons, we have been providing service for the past ten years are located close to the City. Advanced Disposal has a hauling operation and transfer station in Batavia, Illinois. The trucks and equipment that will be used for the refuse, recycling, and yard waste collection in Yorkville will be housed and dispatched out of our Batavia facility. The close proximity of our location to the City means that in the event of a breakdown, where the truck is inoperable, Advanced Disposal can have a replacement vehicle in place in a maximum of 3 hours. In addition to these facilities, Advanced Disposal has set up a comprehensive internal network of hauling locations, transfer stations and disposal facilities to insure cost effective, long term solid waste and recycling collection as well as processing and disposal for our municipal customers. By selecting Advanced Disposal to continue to provide the residential collection in the City of Yorkville, the real potential of a problematic transition to a new hauler will be completely avoided. We feel that Advanced Disposal currently provides exemplary collection service to the residents of Yorkville and to the municipalities we serve and better than any other provider in our field. Service to the residents is the most important aspect of residential collection. To that end, Advanced Disposal is extremely customer service oriented. As an example, when the City of Wilmette was hit with the violent storms, Advanced Disposal responded with full force to the City's request for extraordinary service to clean-up the massive storm damage throughout the City. Advanced Disposal was able to call in trucks from all over the Chicagoland area as well as from out of state to provide the service required. This type of service and mobilization response is not possible from a smaller independent hauler. Advanced Disposal has proven that we can and will be available when the City calls on us for service.

Included No Cost Website Access and Links

Should Advanced Disposal be awarded the new collection contract, a new brochure will be developed specifically for the City and residents of Yorkville. In addition Advanced Disposal operates a web site: www.Advanced Disposal.com. On this website, Advanced Disposal provides information about the refuse, recycling and yard waste programs in each of the municipalities we serve in the Chicagoland area including Yorkville. Upon award of the contract, Advanced Disposal will immediately update the website to include the new service options in Yorkville. In addition, we will have this site linked with the municipality's website, if requested, in order to provide residents the easiest access to the site and program information. Advanced Disposal maintains the site and the information contained in it so there is no burden placed on the City to keep the site current and up to date. We do all of that for you. Please feel free to browse our website to get an idea of

just how easy it is for your residents to access information and have questions answered without having to call the City offices.

Safety & Training Programs

Advanced Disposal has in a number comprehensive safety programs in place at our Batavia facility to ensure that the employees we use to service the City are well trained and perform their duties in the safest manner possible. There is nothing more important to Advanced Disposal than the safety of our employees, our customer and the public. It is clearly summed up in our motto; "Service First, Safety Always". A list of some of these programs is provided below.

1. Pre-employment Screening Policy

   All potential new employees are put through a thorough screening process to ensure that Advanced Disposal is hiring the best possible candidates for a job. The pre-employment screening, among other things, includes a background check, physical examination/functional evaluation, drug and alcohol screening, and caliper/DPAS evaluation.

2. New Hire Training Policy

   This is a comprehensive training program that Advanced Disposal has instituted to ensure that the drivers of our vehicles receive the proper training for the job they will be performing and the vehicle they will be driving. The three week program encompasses both classroom and behind the wheel training with the opportunity for the new hire to interact with an experienced trainer.

3. Driver Qualification Policy

   The purpose of this program is to ensure that all employees who operate commercial motor vehicles know their responsibilities required to comply with the Federal Motor Safety regulations pertaining to safe operating practices, and requirements related to inspection and reporting.

4. Alcohol & Substance Abuse Policy

   The purpose of this program is to establish uniform procedures in compliance with all applicable laws and regulations to ensure that Advanced Disposal will have a safe, productive, drug and alcohol free workplace.

5. Personal Protective Equipment Policy

   Advanced Disposal has developed a Personal Protective Equipment Program in order to minimize exposure to a variety of hazards that can cause injury

6. Accident & Injury Repeater Policy

   This policy establishes a consistent, progressive and systematic mechanism to correct the unsafe behaviors that result in accidents, injuries, and losses; or to remove those individuals who demonstrate repeated unsafe behavior from the workforce.

7. Driver/Operator Distraction Policy

   All employees are prohibited from the unauthorized use of cell phones and communications devices while operating company vehicles or equipment. Smoking, eating, drinking, load music or using devices with earphones are also prohibited while operating company vehicles or equipment.

8. Seatbelt Use Policy

   For safety reasons, Advanced Disposal requires that all employees operating, or riding in, a company owned, leased, or rented vehicle that is equipped with seatbelts, wear seatbelts while the vehicle is in motion.

9. I Care Policy

   The purpose of this policy is to observe and evaluate an employee's performance during a normal workday. Management will conduct random, unannounced observations of employees rating their work skills, personal safety, service standards and vehicle/equipment condition. The results of these observations will help management assess, address and correct any safety concerns.

10. Safety Always – 10 Primary Safety Rules Policy

    This policy is in place to ensure all employees follow prescribed guidelines and generally accepted safe practices, that when not followed may be a contributing cause to accidents causing serious injury or death:

    a. Safety Devises
    b. Container Safety Latches
    c. Snaking/ZigZagging/Criss-crossing
    d. Vehicle Backing
    e. Secure vehicle and equipment safely
    f. Seat belts
    g. Speed limits
    h. Dual drive (right side) secondary position vehicles
    i. Disposal/recycling/transfer station rules
    j. Certain accidents

11. DriveCam

DriveCam is an excellent tool which as one can surmise from the title entails placing a camera in the truck and when deployed appropriately, it will prevent accidents

The Use of DriveCam

The effective use of DriveCam gives management and employees the ability to capture and review bad driving habits. These coaching sessions enable the employees with an ability to recognize, correct, and improve before the risky habits lead to an accident. Certain repeated activities are known to be more likely to cause an accident before others. Moreover, risky driving statistics prove that drivers, who are consistently inattentive, follow to close, fail to look far enough ahead, or don't leave themselves an out, are several times more likely to be involved in an auto accident than drivers without these habits.

In many cases, DriveCam enables self-coaching by the employee while in the cab. This is evident in events reviewed where the driver is involved in a risky maneuver and apologizes to the camera after the event takes place.
This extremely effective by-product helps to retrain drivers' habits that could hurt them or others.

Management has a responsibility to their employees, the public, and the company to make sure that known risky driving activities stop. If management does not address known risky activity, they have failed the employees, public, and company. If an employee is unresponsive to continued coaching, management has an obligation to stop the activity before something tragic occurs.

The Need for DriveCam

To ensure adherence with the company's policies and safe work procedures, the waste industry has commonly used employee observations. While these observations are effective and must remain a part of our daily management, they can be subjective and difficult to measure. DriveCam offers metrics that are easy to apply to several different driving situations.

A driver who has difficulty maintaining four seconds of following distance may be misjudged on an ICARE. Where DriveCam has the ability to define to a ¼ of a second how much following distance is between the vehicle ahead and our driver. This is just one simple instance where the DriveCam gives us a solid metric to measure performance.
DriveCam also allows the local management to capture more information out in the field than the traditional ICARE. In several instances we find our employees performing well and reacting to prevent accidents and near misses caused by poor drivers out on the road. With this information we are able to recognize the driver

for outstanding performance, where this would not have been feasible previously. With the driver's permission, we are able to present his or her exemplary performance in safety meetings to increase awareness around specific situations, effectively promoting prevention of accidents through awareness.

Additionally, DriveCam has the ability to capture events which may exonerate drivers accused of causing accidents on the road. In several instances across the company, our DriveCam footage has given us the ability to deny and uphold the driver's innocence in collisions and damage. Without DriveCam, the ability to fortify the employee and deny a claim is degraded.

Achievements Using DriveCam

Many divisions across the company have achieved outstanding results the last two years. Much of this success can be credited to the appropriate deployment of the DriveCam program. An orderly approach to the program has led many divisions to see accident frequencies and reduced claims costs never seen previously.

Major decreases in accidents have also decreased the amount of dollars spent in claims. This has increased the stability of the local division and afforded them the ability to be more competitive, thus ensuring jobs during these difficult economic times.

Maintenance Programs

Advanced Disposal has in a number comprehensive maintenance programs in place at our Batavia division to ensure that the collection vehicles we use to service the City are well maintained, safe and dependable. A brief summary of some of these programs is provided below.

1. Tire program, mounting & dismounting

   This maintenance program is in place to ensure that the tires are put on and taken off the on the truck safely and properly. This program is aimed at eliminating the possibility injuries while changing tires.

2. Torque & Re-torque program

   This program is in place to ensure that the lug nuts used to keep the tires on the truck do not work themselves looses while the truck is on the road. This is a very important maintenance and safely program because if wheels are not re-torqued 24 hours after they are put on there is a possibility that the lug nuts could work themselves loose and the wheel could come off the truck while moving. The Re-Torque program is also followed throughout our routine PM program, done during every PM.

3. Wheel Stud & Nut replacement program

   This program is in place to ensure that the wheel studs and nuts used to secure the wheel to the truck are periodically replaced. This is necessary because over time a studs can become stretched and nuts can become stripped therefore creating a safety hazard.

4. RTA, our full maintenance tracking program.

   This program is our computerized record tracking program used for scheduling our PM's and preventive maintenance for all of our vehicles and equipment. Each of our vehicles receives preventative maintenance at scheduled intervals based on the number hours each vehicle has operated.

5. Brake S.O.P.

   This program is in place to ensure that the brakes on all of our vehicles are fully functional at all times. This program is especially important to the residential collection vehicles due to the number of stops each makes daily.

6. Multi-Seal program, eliminating flat tires while on route

   This program is in place to reduce the downtime of our collection vehicle due to flat tires that may be caused by the frequent trips into landfills to dump. Advanced Disposal uses a multi-seal inside each tire that seals leaks thus preventing the need to change the tire. This translates to less route downtime and therefore ensuring more predicable timely route collection.

7. Parker Hydraulic Hose program

   This program is in place and is aimed at reducing and eliminating blown hydraulic hoses and leaks that may occur on the residential routes.

8. Fleet replacement Program

   The fleet replacement program is a measure that we follow on replacing our collection trucks, making sure we keep the fleet as new as possible. We have a schedule that we follow for each line of business

9. Our Advanced Disposal Maintenance Managers, are a member of the TMC (Technology & Maintenance Council

   The TMC is a group of members that are testing new products, testing the products that we are using today to see that the product is safe, testing to see if it is productive, and once a product or issue finishes it testing, the product or issue is placed under a R.P. (Recommended Practice)

TMC not only tests new products, they also take the maintenance on a fleet truck, and they study the way it is maintained. Building better ways to achieve a safe way to repair, maintain, and simply make sure it is safe to perform the function of the repair.

Customer Care Program

Customer Care is a priority at Advanced Disposal. We feel that we manage the contract for the municipality. We do our best and focus our efforts on ensuring that the municipalities are not spending resources on managing the refuse collection contract. Advanced Disposal has trained Customer Care representatives who are very familiar with requests posed by residential customers. These Customer Care representatives are available to assist the residents of Yorkville during normal business hours.

Advanced Disposal has an intensive Customer Care training program that each Customer Care representative (CCR) must go through. Advanced Disposal has undertaken the task of using an outside Customer Care training company; StataPile to assist and compliment the training of our Customer Care representatives. In using a company like StataPile we have realized a great success in the improvement of our Customer Care departments since we began the program four years ago. Our improved Customer Care translates into the City residents having their questions answered and problems addressed in a prompt and courteous manner. Below are some of the aspects of the CCR training program:

Audits

Every Advanced Disposal location receives reviews from StataPile who listen to recorded actual CCR/customer interactive calls test the effectiveness and helpfulness of their Customer Care and sales staff. Those calls and evaluations are reviewed with the individual CCR promptly to address any concerns or training needs. The guidelines that Advanced Disposal has established are the toughest in the Environmental Services industry. Our philosophy of "One Call Does It All" empowers the person who answers the phone to help the customer with anything he/she may need. There is a big focus on voice, attitude and wording, and the impact a Customer Care representative can have on a customer. Equal importance is given to the accuracy in setting up new orders and service issue resolution.

New Hire Training

All newly hired CCR's go through an 8 hour classroom training session that focuses on:

- Voice, attitude and wording
- Industry education on residential, commercial and roll-off services
- Review of scripts for effective handling of sales and service issues
- Role-playing

Upon completion of the training each participant receives a certificate.

On-Going Customer Care Training

Advanced Disposal continually strives to provide the best Customer Care in the industry. To that end, each CCR receives ongoing training in either half and/or full-day classroom training session customized for each location to continue the development of each CCR. In addition, StataPile conducts 90 minute webinars when needed to address market specific issues or changes

We will make available to municipal staff the phone numbers of key individuals to be contacted in the event that a member of the municipal staff needs to contact them. We are currently in the process of developing an email process and an online process that allows residents to use an email or the internet to forward questions, comments and service issues. Once the process is finalized we will roll it out to the municipalities. Advanced Disposal's Customer Care department is local and housed in Batavia. We have attached a copy of the forms we will use internally in our Customer Care department to address the calls and questions from Yorkville residents.

New Hire Orientation

Below are the highlights of Advanced Disposal's New Hire Training Program. As you can see this New Hire Training Program is quite comprehensive and extensive. This program ensures that our employees that will be responsible for this residential contract will be fully capable of performing all duties and tasks required to meet the needs of the municipality.

Purpose/Objectives

- To prepare new employees to safely perform their job duties
- To provide the company with competent and capable new employees as quickly as possible
- To introduce new employees to Advanced Disposal
- To make a good first impression and establish a sense of pride in working for Advanced Disposal
- To establish safety expectations for new employees
- To meet OSHA and DOT requirements
- To ensure a consistent level of training is provided across the entire company

Overview

- Attendance is required by all new employees. A new employee is not to perform any safety sensitive duties until training is complete
- Required topics are listed by job classification
- The training is divided into 4 modules plus OJT
- Specialized training topics (confined space entry, forklift, special waste, etc.) are covered on an as needed basis
- The topics are sequenced to get new employees on the job as quickly as possible
- Content is company and industry specific and includes text, pictures, video, hands-on demonstration, and Smith System Training for drivers
- Training sessions are led by Training Managers who are certified in the Smith System, Reasonable Suspicion, and experienced in OSHA and DOT regulations

- Quizzes are administered after each topic
- A comprehensive test is administered after each module
- New employees must score 90% or better to proceed
  New employees can retake a test a second time if they score below 90% on the first test
- A sign off sheet is used to ensure required topics are covered for each new employee
- Both the new employee and the Training Manager must initial the form beside each required topic
- Feedback forms are completed by each new employee
- Training Managers complete an evaluation form for each new employee – Trainee Scorecard. This form is provided to the hiring manager/supervisor.
- Duration of classroom portion:
  - Administrative – half day
  - MRF – 1 day
  - LF, TS – 1.5 days
  - Helper, Mechanics – 2 days
  - Drivers – 2.5 days (Smith System)
- After completing the classroom portion of the training the next step is OJT, excluding administrative employees
  - OJT consists of a supervisor or their designee or driver trainers observing a new employee safely perform key aspects of their job e.g. 10 days behind the wheel for drivers
  - A form is used to document that the new employee demonstrated the ability to perform key aspects of their job safely.
- All documentation (tests, OJT, etc.) is filed in employee personnel file/training files
- Once OJT piece is complete the new employee is observed once a week for one month as part of coaching program

Attached is an example of the Phone Training and StataPile Program our Customer Care representatives complete as well as the monthly reports we provide to the City of Yorkville. These reports will be modified to include all of the additional information requested by the City of Yorkville and provided on a monthly basis.

Operational Approach

Advanced Disposal understands all of the requirements for providing refuse, recycling and yard waste service to the City of Yorkville with respect to the specifications contained in this RFP. As you are aware Advanced Disposal has been providing refuse, recycling and yardwaste collection service for the City of Yorkville for the past 10 years.

Because of this, we have set up the collection routes to provide the most efficient collection routes possible. This means less wear and tear on the City streets. We also have all of the refuse and recycling carts currently in place so there will be no need to have a potentially disruptive transition by remaining with Advanced Disposal.

Refuse, Recycling and Yard Waste Program

Refuse Collection

For refuse collection, Advanced Disposal currently has divided the City into five sections, providing refuse collection on the same day of the week to each residence. **Advanced Disposal will not be changing any days of service for the residents of Yorkville.** Advanced Disposal is currently using three front loading CNG refuse collection vehicles for each day. **We use a unique collection routing scheme in Yorkville** where by Advanced Disposal commits three refuse collection vehicles daily to Yorkville. **That is an extra truck in the City so that there is additional coverage ensuring that all of the refuse collected by the end of the day when the vehicles leave town**. The normal routine routing scheme would only provide two refuse collection vehicles daily in the City **We would anticipate that the other competitors will only provide two refuse trucks daily.** In order for any service provider to meet the high quality of service Advanced Disposal provides, another company would have to have extensive experience in providing cart collection services to a municipality the size of Yorkville along with providing the extra collection vehicle daily. Each Yorkville resident has received what we feel has been exceptional, individual service for the past ten years and they have come to expect that level of service. There is a real probability of a turbulent transition period until the new hauler understands the service expectations of the City and its residents.

All of our vehicles collecting refuse is equipped with an automated mechanical tipper. This mechanism is used to collect the refuse carts that are utilized by the residents. As an attachment to this response, Advanced Disposal can provide pictures and specifications for the refuse carts we currently use. We can have an example of each of these carts delivered to the City Hall for inspection upon request.

Advanced Disposal already has all of the men and vehicles on hand, trained and providing residential refuse, recycling, and yard waste collection service to the residents of Yorkville so there is no possibility of transition problems with a new vendor.

The City of Yorkville along with Advanced Disposal has already established a collection schedule for weekly collection service Monday-Friday of each week. Even with the City adding an option of residents being able to choose additional size carts other than the current 65-gallon refuse cart, it will not be necessary to adjust any of the collection schedule to fit the new program.

We understand that a collection program change, such as the option to choose different size refuse carts, can potentially become a problem if not instituted correctly. We feel

communication to the residents is of the utmost importance during this time and we can assure the City that the communication provided to the residents will provide a smooth transition with minimal impact and no service disruption.
To insure that service is maintained at the highest level and to be able to respond quickly to any request by the City or a resident, Advanced Disposal has an assigned residential route manager for the residential accounts in the City of Yorkville. The residential route manager is in contact with the designated representative from the City on a daily basis to react quickly to any request that the City might have. This system is working very well. We have attached an example from the Village of Streamwood, of the literature that Advanced Disposal has used to provide residents with a easy and convenient way to choose their cart size if the City wishes to give residents that option.

White Goods and Bulk Items

Collection of White Goods and Bulk Items poses no problem for Advanced Disposal in the performance of this contract. White Goods and Bulk Items are collected separately on the same day as normal collection with the proper number of prepaid stickers attached.

Electronics Collection

Collection of electronics poses no problem for Advanced Disposal in the performance of this contract. Electronics will be collected separately at the curb.

Recycling Collection

As with refuse collection, Advanced Disposal currently has divided the City into five sections, providing recycling collection on the same day of the week as refuse to each residence. For the new contract, Advanced Disposal will be using three front loading CNG recycling vehicles/day to provide the required recycling collection to the residents. All of our vehicles collecting recycling are equipped with an automated mechanical tipper used to collect the recycling carts currently used by the residents. In order for any service provider to meet the high quality of service Advanced Disposal provides, at a minimum a semi-automated collection vehicle will have to be utilized. Advanced Disposal is currently using three front loading CNG recycling collection vehicles for each day. **We use a unique collection routing scheme in Yorkville** where by Advanced Disposal commits three recycling collection vehicles daily to Yorkville. **That is an extra truck in the City so that there is additional coverage ensuring that all of the recycling collected by the end of the day when the vehicles leave town**. The normal routine routing scheme would only provide two recycling collection vehicles daily in the City **We would anticipate that the other competitors will only provide two recycling trucks daily.**

We can have an example of the recycling carts delivered to the City Hall for inspection upon request. At the start of the new contract,

As part of the education of the residents to the new program we will provide each resident with a brochure outlining the new program. We have provided as an attachment, copies of the new brochures that we have distributed in other communities. As you know, we used one of these brochures with great success at the start of the first contract. The brochure outlines the requirements for the preparation of recyclables as well as what recyclables are accepted in the program. Other important aspects of the refuse, recycling, and yard waste collection program are also outlined in the brochure. As you can see, these brochures are tailored to the unique program in each community. Each residence covered by the collection contract is given one of these brochures at the start of the new contract as well as each new resident that moves into the community. The initial brochure will be mailed to each resident.

During this contract, Advanced Disposal will collect an unlimited amount of properly prepared recyclables using 65-gallon recycling carts. There is no limit.

Yard Waste and Leaf Collection

For yard waste collection, Advanced Disposal has divided the City into five sections and provides yard waste and leave collection on the same day of the week as refuse and recycling. Advanced Disposal will provide yard waste collection in the performance of this contract. Advanced Disposal will provide rear loading packing trucks for the collection of yard waste. Residents may place out for collection an unlimited amount of properly prepared yard waste for collection during the yard waste season each year. Advanced Disposal understands the Yard Waste Stacks and has no problem with this service.

Organics Collection

Collection of food scraps does not pose a problem but rather a change in both collection methods and set out by the residents. We anticipate that food scraps will be able to be mixed with the "normal" landscape waste for collection, however, it is unclear as to whether or not the use of biodegradable Kraft paper bags will be advisable. This is due to the moisture content of the food scraps and the potential to blow the bottom out of the bag before it can be collected. We feel the use of carts or cans is the preferred method of collection for obvious reasons. Advanced Disposal would like to make organics composting available to all Yorkville residents with as little increased cost as possible. Therefore, Advanced Disposal will collect organics mixed with yardwaste in both Kraft paper bags and customer owned cans in addition to Advanced Disposal supplied 35-gallon and 65-gallon organics carts. Each resident may use the 35-gallon or 65-gallon cart for both landscape waste and organics collection. We believe that this value added option will give residents the convenience of using a cart just like refuse and recycling service.

Special Collection Service for Emergency Damage

Advanced Disposal is prepared to take all of the steps necessary to ensure that in the unfortunate event of a disaster, the City of Yorkville will receive the service it requires. We ask that you contact the Village of Wilmette as a testimony of the manpower we can bring together to assist a municipality in a time of need. Yorkville should have every confidence that Advanced Disposal will be there when you need us. Upon request, we can provide our corporate structure, operating locations and size to show the City we are in the best position to secure resources when we need them. You will not find that ability in a smaller corporation or independent.

Special Collection Service

Advanced Disposal currently offers Special Collection service to the residents of Yorkville and will continue to do so under the new contract. A resident may call when the resident has a large amount of refuse and/or debris that is too large for the use of stickers and/or needs to be collected on a day other than their normal collection day. Advanced Disposal will send the route supervisor out to the address and provide the resident with an estimate prior to providing the collection. The resident must be in agreement with the price prior to the collection being made therefore there will be no "surprises" to the resident.

Backdoor Collection

Advanced Disposal understands the requirements of backdoor collection. We currently offer backdoor refuse collection service in cases where the resident is unable to get the refuse to the curb because of for example an injury, and has no other residents in the household such as children who can get the refuse to the curb. We can provide this service on a case by case basis in agreement with the City. Advanced Disposal has no problem providing backdoor collection to residents that request the service.

"Green Fleet= CNG"

Advanced Disposal is committed to the sustainability of the environment and the use of alternate fuels for our collection operations. We are in the process of converting our fleet to CNG (compressed natural gas) from conventional diesel. We have already completed the installation of our on-site fueling infrastructure at our Batavia hauling location and have begun switching out or fleet to GNG powered vehicles. As we replace worn vehicles at that facility, Advanced Disposal will be purchasing strictly vehicles that run on CNG. We have already begun the conversion at our Batavia hauling division.
All front line refuse and recycling collection vehicles serving the City of Yorkville will be powered by CNG.

Servicing Location

Advanced Disposal Services
Batavia Hauling Co
1660 Hubbard Road
Batavia, Illinois 60510

Location of disposal facilities

Refuse Disposal

Advanced Disposal Batavia Transfer Station
766 Hunter Avenue
Batavia, Illinois 60510

Advanced Disposal Orchard Hills Landfill
8290 HWY 251 South
Davis Junction, IL 61020

Recycling Processing

Advanced Disposal Batavia Transfer Station
766 Hunter Avenue
Batavia, Illinois 60510

Resource Management Co
10111 Andersen Avenue
Chicago Ridge, IL 60415

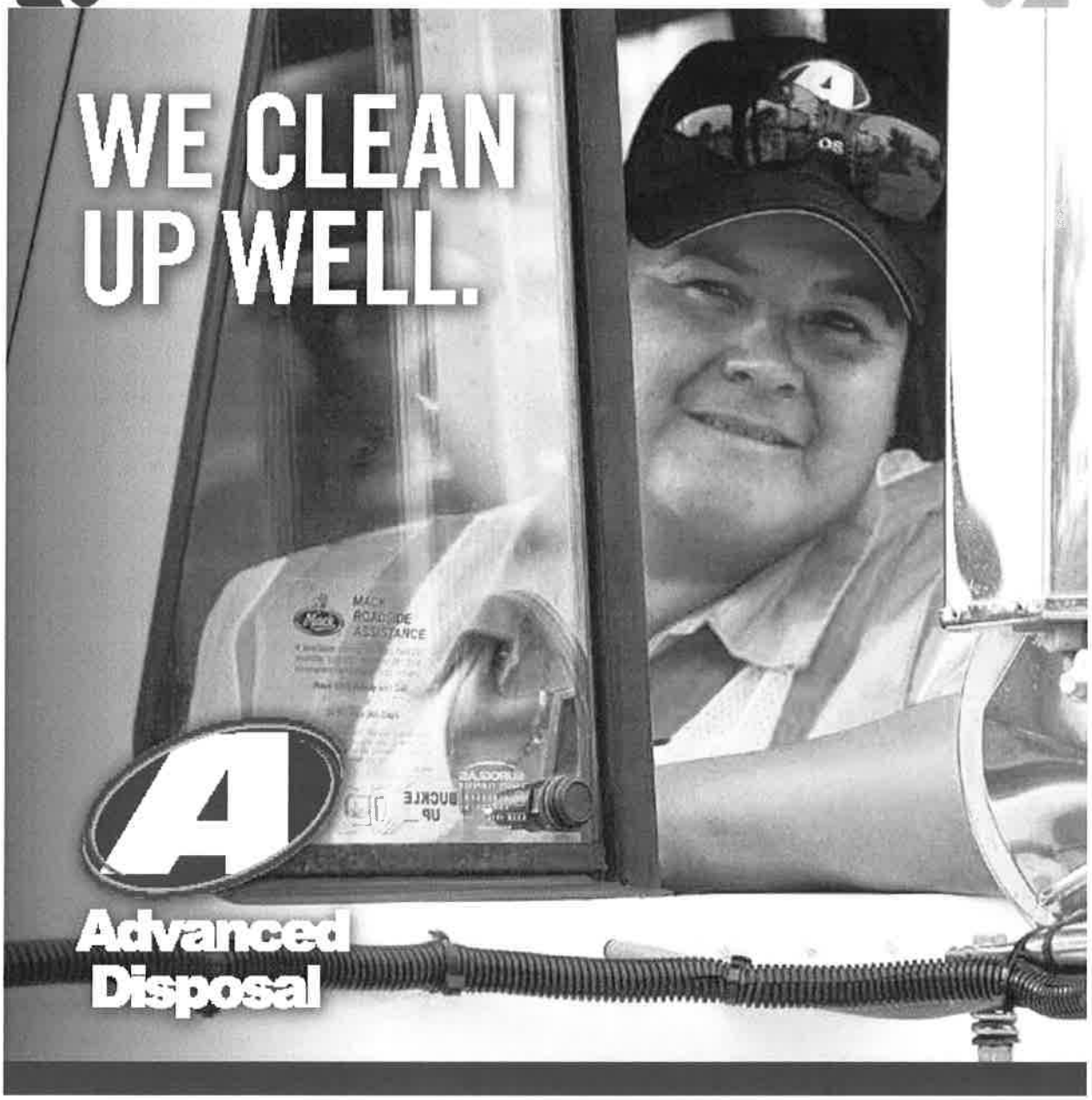
Yardwaste & Organics Composting:

Facility Address:
Compost Supply, Inc.
2970 Route 52
Newark, IL 60541

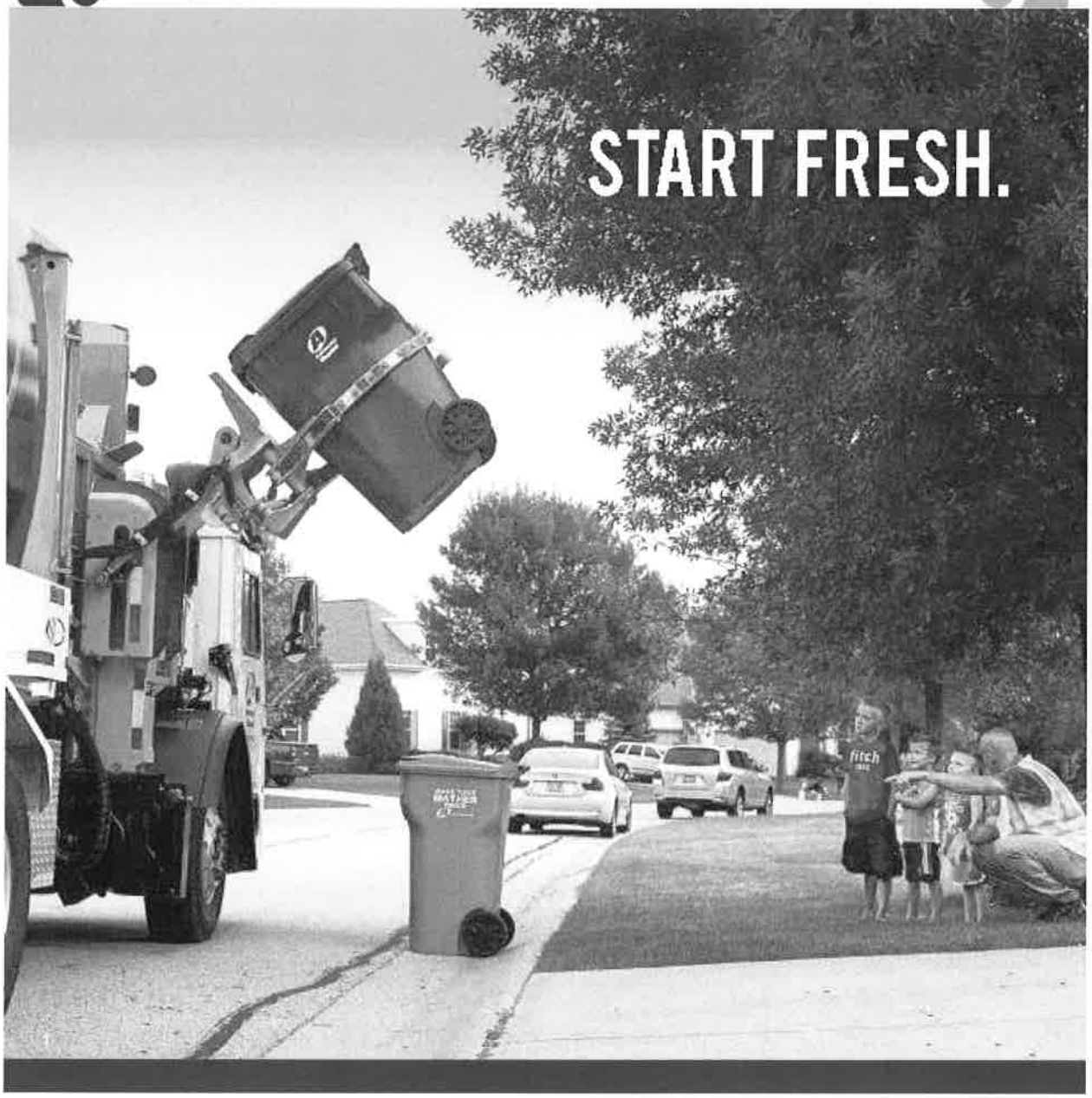
Electronics Recycling

Facility Address:
Com2 Recycling Solutions
140 Fullerton Ave
Carol Stream IL 60188

1. Company Brochure


WE CLEAN
UP WELL.
Advanced
Disposal

Advanced Disposal



Solid Waste Collection Services for the City of Yorkville



Advanced Disposal



When you choose Advanced Disposal as your solid waste and recycling provider, something remarkable happens.

To start, you get a cleaner business, a greener community and a city that shines. At Advanced Disposal, our drive to do things better means creating an enhanced environment for all of us. And that's something of which we're proud. Because a cleaner environment means a better world and a brighter future for individuals, businesses and governments alike.

- **We take more than garbage.**
- **We take pride in our work and have a strong sense of values.**
- **We take care of our customers. They are our highest priority.**
- **We take ownership. We act as owners, not just employees.**
- **We take care of the environment.**
- **We work smart.**

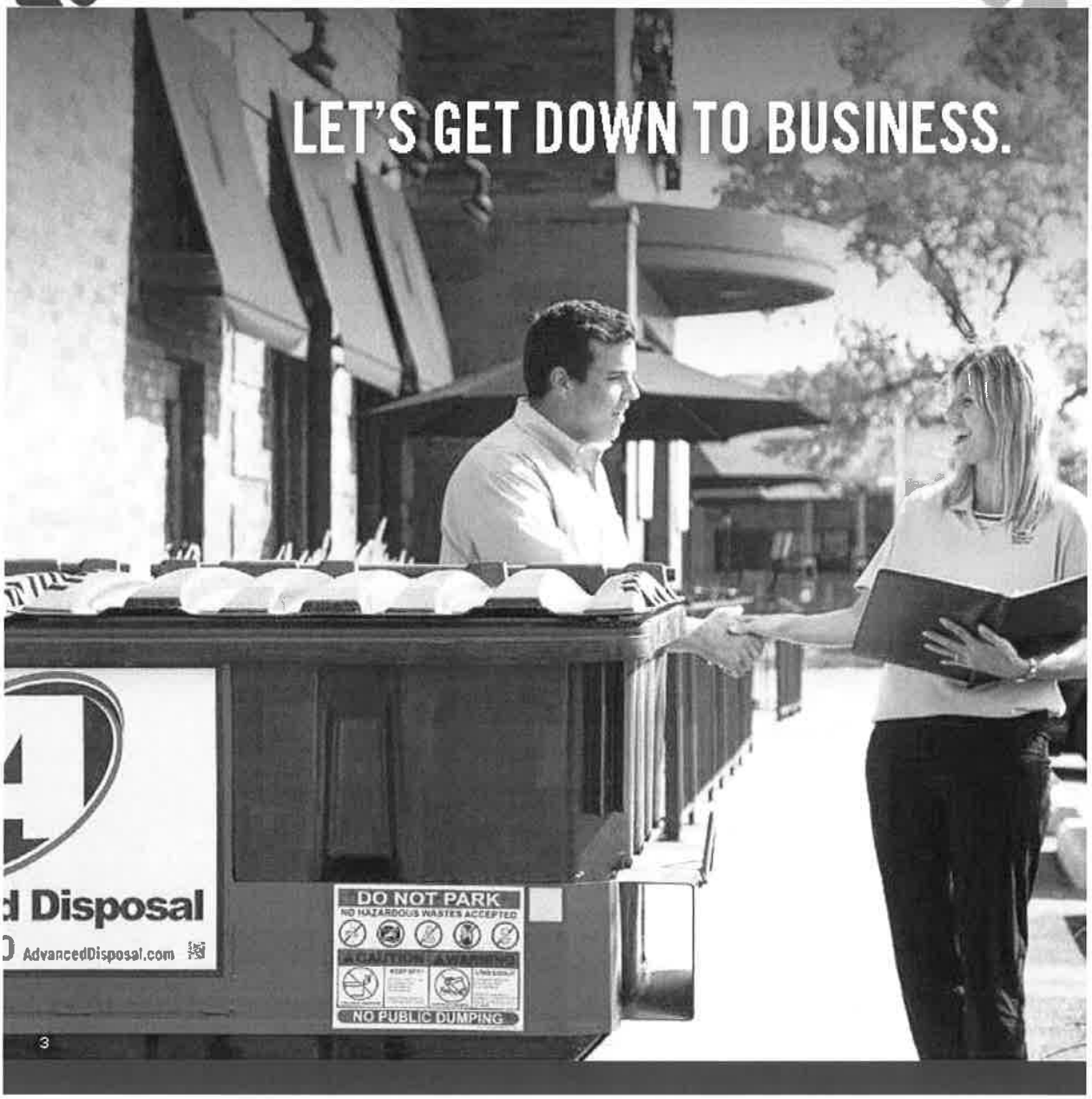
Our company was founded on the belief that customer service is paramount, that it is every employee's responsibility to care for our customers with unfailing responsiveness and reliability. More importantly, we believe that when we serve a community, we become part of it. Earth is a precious resource that deserves our constant care and attention. To ensure that we all have a chance to do our part to help preserve and protect our treasured natural resources, Advanced Disposal offers comprehensive environmental solutions that balance your needs for environmental responsibility and a strong bottom line.

MAKE YOUR MOTHER PROUD

The first step in a clean and healthy community is ensuring discarded materials are picked up in a timely, efficient and safe manner – something our Advanced Disposal environmental heroes do every day. Second is effectively managing these materials for ultimate reuse, recycling and/or disposal in a sustainable and realistic manner to truly make Mother Earth proud.

Advanced Disposal

Advanced Disposal





Advanced Disposal



COMMERCIAL SERVICES

FRONT/REAR LOAD COLLECTION

The majority of businesses choose to use commercial containers, commonly known as dumpsters, as their primary means of disposing waste. But not all commercial services are created equal. Advanced Disposal invests in our customer relationships by using the best equipment possible, consistently maintaining it, and supporting it with a highly trained support team of professional drivers, dispatchers, sales and customer care representatives, mechanics and managers. You'll see the difference from day one.

ROLL-OFF COLLECTION

For those who generate larger volumes of waste, Advanced Disposal has the solution for a perfect fit. Whether you are a construction company, industrial manufacturer, large retailer or any other type of large waste generator, our roll-off containers of various sizes – including enclosed compactors – can serve your unique needs. Our top-quality equipment is surpassed only by our industry-leading customer service, making sure that we respond to your needs with unfailing timeliness and courtesy.

SPECIAL WASTE COLLECTION

While every customer is special to us, most waste streams are similar in makeup and disposal requirements. But for those customers who truly generate specialized waste, requiring waste profiling, customized handling, heightened safety measures or unique disposal practices, Advanced Disposal has the capability and experience to handle it – and then some.

COMMERCIAL RECYCLING

We have recycling and sustainability solutions for companies and organizations both large and small.

- Businesses
- Industries
- Cities and Counties
- Schools
- Hospitals
- Churches and Other Nonprofits

SERVICE FIRST. SAFETY ALWAYS.

It's our commitment to you. From safe and proper collection and transportation, to environmentally sound treatment and disposal, Advanced Disposal is committed to our safety and yours.



Advanced Disposal



COMMERCIAL SERVICE STANDARDS – OUR PROMISE TO YOU.

Delivery of New Containers

- All containers will be clean, fresh and clearly marked with company decals and phone numbers.
- Delivery will be made on the due date.
- Delivery paperwork turned in by 5 p.m. may be scheduled for next-day delivery.

Roll-Off Haul Requests

- Guaranteed next-day service; however, same-day service will be given if possible.

Emptying Containers and Spillage

- If waste comes out of a container while it is being emptied, the driver will pick it up.

Blocked Containers

- Driver will attempt to service blocked containers by speaking to someone on-site or calling the Advanced Disposal dispatch office to notify the customer of the blocked container.

Extra Pickups and Overloaded Containers

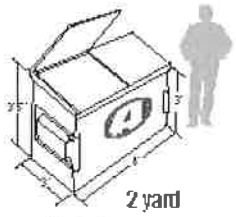
- Guaranteed next-day service; however, same-day service will be given if possible.
- Driver will call the Advanced Disposal dispatch office and ask dispatch to notify the customer of an overloaded container and educate the customer regarding safe capacity levels.

FOCUSED ON ENVIRONMENTAL INTEGRITY

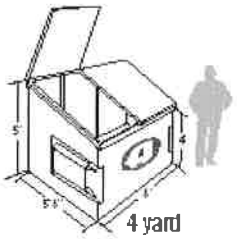
Advanced Disposal is deeply committed to ensuring a clean and safe environment for our employees, our customers and our communities. When it comes to your environmental responsibility, we can give you the peace of mind you need. We limit your liability by employing qualified professionals and complying with all local, state and federal regulations. So you can be sure that your waste will be cared for in a safe and compliant manner.

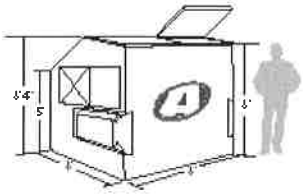
Advanced Disposal

CONTAINER SERVICE

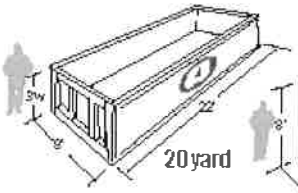

2 yard

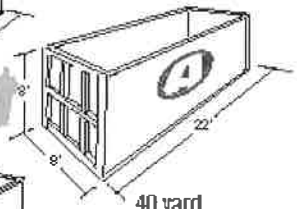

6 yard


4 yard


8 yard

ROLL-OFF SERVICE


20 yard


40 yard


30 yard

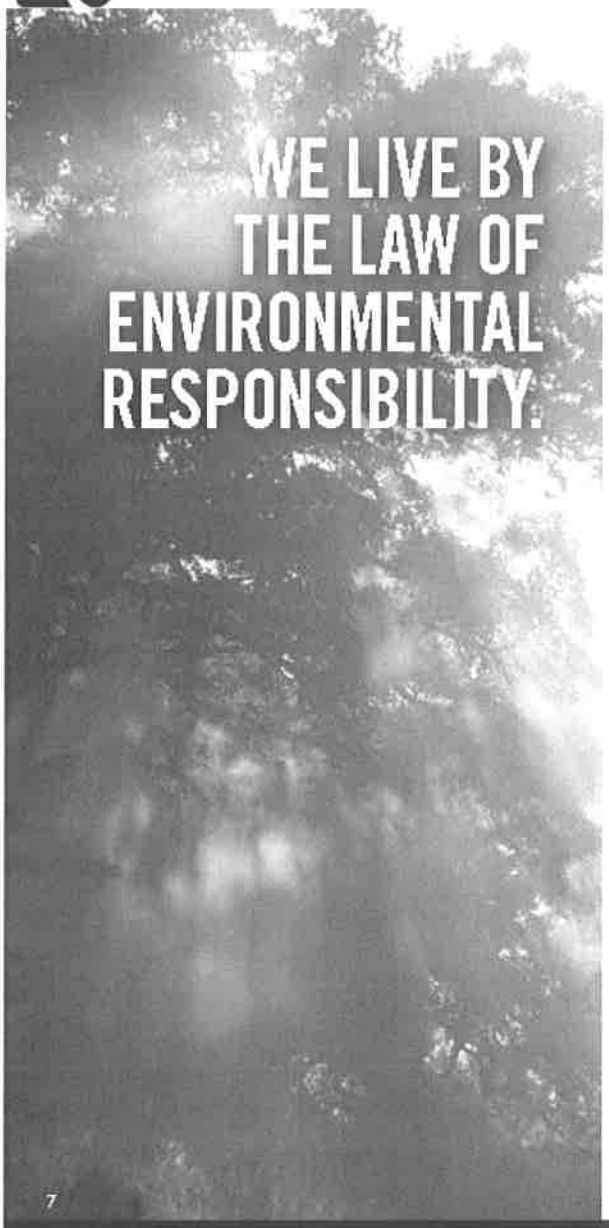
Other sizes available in select markets.





6

Advanced Disposal



GOVERNMENTAL SERVICES

Advanced Disposal has a lot to offer local governments. For starters, when we assume responsibility for solid waste and recycling in a community, the local government saves money, reduces liability and gains job opportunities for their employees. Not to mention peace of mind – equipment costs are no longer the responsibility of the government; Advanced Disposal assumes all costs, even for new and depreciating equipment. Plus, we've never faltered on a municipal contract, ever.

Whether your government is interested in outsourcing collection and/or disposal services or has a need for a long-term partner for processing recyclables or disposal of nonhazardous waste, Advanced Disposal has the experience and resources to be your environmental services partner of choice.

To learn more about our municipal partnerships, visit AdvancedDisposal.com/for-government/privatization.

Advanced Disposal

RESIDENTIAL SERVICES

Like you, we value safe and clean communities where residents don't notice the garbage truck, but instead are impressed by cleaner streets and neighborhoods that they can be proud to call home. That's why Advanced Disposal provides residential solid waste and recycling services to thousands of families and neighborhoods every day. But we take more than garbage.

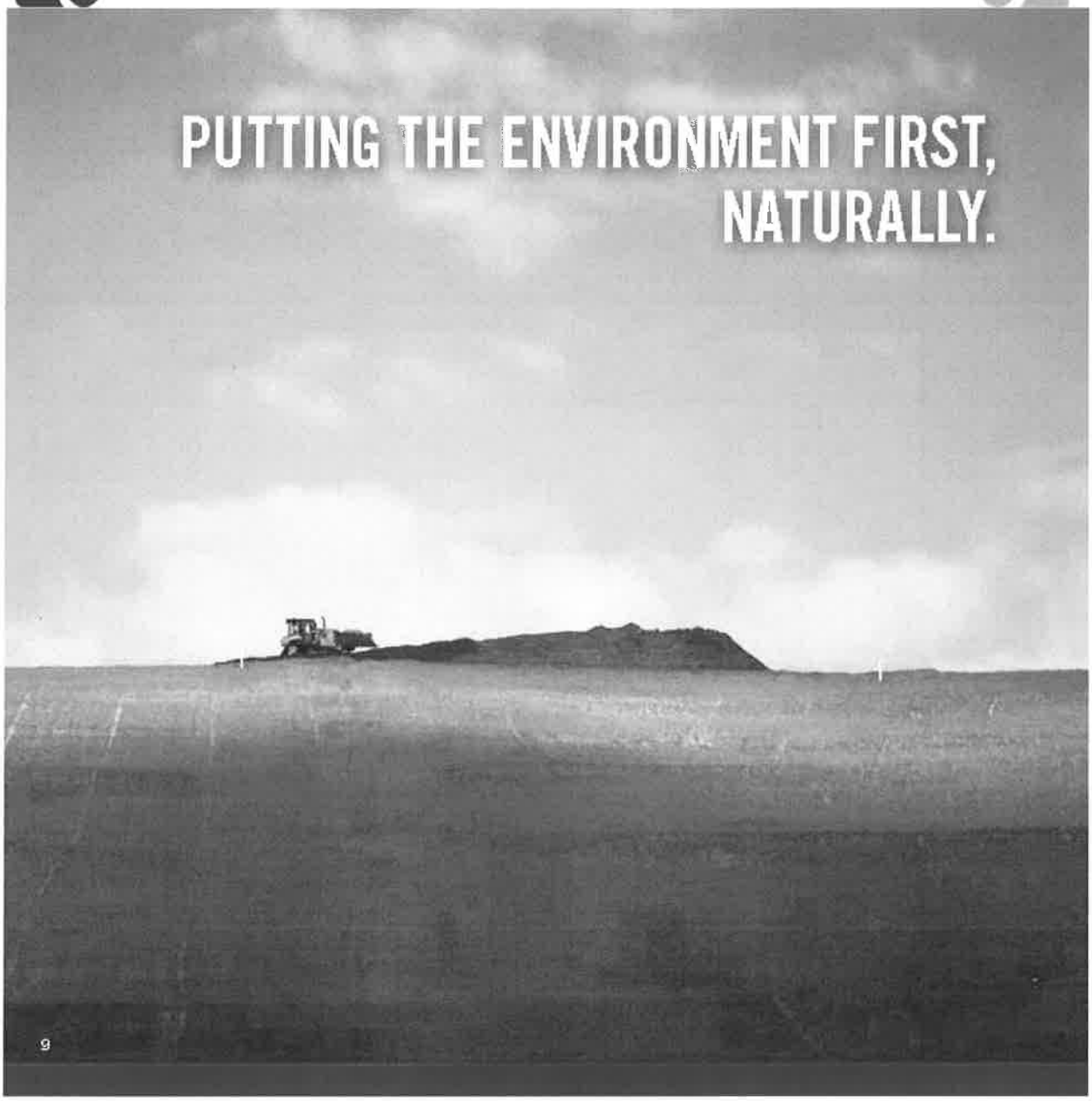
- We take time — to deliver consistent service to those who depend on us.
- We take precautions — to ensure the safety of those around us.
- We take pride — in being quiet and respectful on our routes.
- And we take care — to leave our streets and communities cleaner than we found them.



WE KEEP OUR CUSTOMERS INFORMED

All customers can sign up to receive email and text alerts so they can get the most up-to-date information regarding service interruptions due to holidays, weather delays, etc. Sign up at AdvancedDisposal.com/ServiceAlertSignup.

Advanced Disposal



MATERIAL RESOURCE MANAGEMENT

At Advanced Disposal, we consider environmental stewardship of utmost importance and strive to make the world a cleaner, more beautiful place for our employees, our customers and our communities. Our holistic approach to resource management is both environmentally and economically conscious.

LANDFILLS

Our commitment runs deep, literally. Our landfills are impressive engineering structures that offer the environment state-of-the-art protection while providing a vital service to governments, businesses and individuals alike. Our landfills are managed and operated correctly so that they are true assets to their communities and are backed by positive environmental records and significant civic involvement.

To learn more about how modern landfills are constructed and operated, visit our website at AdvancedDisposal.com/Disposal.

MATERIAL RECOVERY FACILITIES

At Advanced Disposal, our Material Recovery Facilities (MRFs) are much more than simple sorting operations. Instead, they are thriving business units and necessary community infrastructures. They provide a vital need to preserve our natural resources while performing their operations in an economical and efficient manner.

Most of our facilities accept the following materials:

- Paper (all grades including newspaper, magazines, office paper, etc.)
- Fiber (cardboard, fiberboard)
- Plastics (#1 - #7)
- Aluminum
- Steel

However, some have unique capabilities such as:

- Beverage destruction
- Document destruction
- Processing high-grade office paper
- Specialty plastics

*Check with your Advanced Disposal representative to confirm which items can be recycled in your area.

TRANSFER STATIONS

We operate transfer stations in the majority of our markets to serve as consolidation centers for solid waste. Traditional collection vehicles transfer and consolidate their waste to large tractor-trailers for long-distance trips to an Advanced Disposal landfill. This allows solid waste collection vehicles to do what they do best – serve our customers in a timely manner while reducing travel distances, alleviating traffic congestion and minimizing air emissions.



Advanced Disposal



TRASHTIMONIALS: OUR CUSTOMERS SAY IT BEST

"Driver Barry Barclay was spoken highly of at the Boonville City Council meeting. The residents of Maple Street told their council representative about Barry's work ethic. Specifically, Barry was noted for his polite, kind demeanor and attention to the smallest details of his job. Thank you for a job well done."

M. L. Cauthon III
Director, Public Works, Boonville, Missouri

"We have never been so impressed with a waste disposal service. They have gone above and beyond to take care of our needs, and always do it promptly and with such a pleasant attitude."

Darren Brown
Suwanee, Georgia Resident

"Our preschool class loves when the garbage man comes every week. The kids run out to the playground and watch from the fence. As he leaves, he blows the horn, and the kids wave and shout bye until he is out of sight."

God's Little Acre Learning Center
Murphy, North Carolina

"They are on the the cutting edge - always looking for new ways to do things."

Brian Gollot
C.F. Gollott & Son Seafood, Inc., D'Iberville, Mississippi

"Thank you for supporting the 2013 Walworth County Clean Sweep event. All of the containers were delivered on time, on the dates requested! We cannot tell you how reassuring it is to know we can count on Advanced Disposal to fulfill our needs for these extra services and containers. We were very pleased with the efficient and courteous service provided by your container delivery personnel."

Larry Price and Janet Cline
Director of Operations, Walworth County Public Works
Solid Waste Division
Elkhorn, Wisconsin

"They are always available when I need them and have courteous and dependable people."

Randy Engram
ESG Operations, Inc., Macon, Georgia

We invite you to learn more
AdvancedDisposal.com

Advanced Disposal | clean & green

Solid Waste Collection Services for the City of Yorkville

2. Recycling Education & Community Outreach



Advanced Disposal



Community Outreach & Environmental Education Activities

Advanced Disposal is deeply committed to ensuring a clean and safe environment for our employees, our customers, and our communities. We consider environmental stewardship of utmost importance and believe that our true business is making the world a cleaner, more beautiful place to live, work and play.

Advanced Disposal has always demonstrated support for the communities in which we operate. In the Midwest, our employees are actively engaged in community outreach and environmental education throughout the year. With a focus on education and partnership, we seek opportunities to work with local municipalities, schools and civic and business groups to educate and educate people so they carry forth the message of conservation and sustainability.

The following outlines the various programs and tools Advanced Disposal implements to build community connections and share information that empowers individuals to help protect the planet.

I. COMMUNITY OUTREACH EVENTS
- A. Car Seat Recycling
- B. Electronics Recycling
- C. Wreaths for Soldiers
- D. America Recycles Day
- E. Presentations to various groups and organizations
- F. Supporting Charitable Organizations

II. SCHOOL PROGRAMS
- A. Bringing Environmental Education to Schools
  1. School age programs
  2. College programs
- B. Landfill and Recycling Facility Tours
- C. Landfill Open Houses
- D. Scholarships
- E. Earth Day
- F. Waste in Place, Keep America Beautiful Curriculum Guide
- G. "I Love My World" Coloring Book

III. MUNICIPAL PARTNERSHIPS
- A. Make Your Mother Proud recycling cart program

COMMUNITY OUTREACH EVENTS

Advanced Disposal works within each of our communities to develop or participate in events where we have the opportunity to highlight the services we provide and demonstrate our community commitment. Events are tailored to ensure the message resonates with residents.

Car Seat Recycling



Advanced Disposal works with *Safe Kids Wisconsin* to hold car seat recycling events throughout the state giving parents the opportunity to discard outdated and unsafe car seats. All car seats have an expiration date that can be found on the manufacturer's label. If there is not an exact expiration date listed, a general rule is to dispose of the car seat six years from the manufacture date. Seats used after their expiration date may not be safe or hold up in a crash. Seats more than six years old, purchased at a garage sale or thrift store, or involved in a crash are collected and dismantled to be disposed of properly. During the 2014 event, nearly 2,000 dangerous car seats were collected.

Electronics Recycling



Advanced Disposal holds electronic or e-recycling events to give residents and businesses the opportunity to discard unwanted electronics, such as computers, printers, faxes, televisions, phones, etc. In this day and age, electronics are obsolete and thus are often replaced at a rapid rate. These items have to be discarded in a cautious manner in order to protect natural resources. Illinois bans the disposal of any electronics in landfills as does Wisconsin and Minnesota.

At the e-cycling events, Advanced Disposal partners with a preferred vendor that is responsible for recycling the materials. We will only partner with those vendors that provide written proof that the collected electronics are not sent overseas to be broken apart. With this proof, we can rest assured that the electronics are being recycled in a manner that is safe to the environment.

Advanced Disposal Decatur and Charleston (Ill.) along with Valley View Landfill collected more than 26,000 pounds of electronics when they partnered with Macon County's Environmental Management Department, Progress City USA/Richland Community College and Advanced Technology Recycling (ATR).



Holiday Wreaths for Veterans

Employees at our Green Bay, Wis., were inspired by an area veteran who took it upon himself to place holiday wreaths on the veterans' graves a local memorial park. When he needed corporate sponsorship to turn the practice into an annual tradition, Advanced Disposal jumped at the chance to offer financial support to honor deceased veterans who had proudly served their country. It is truly a privilege for the company to not only provide support but also to be involved in the assembly held before the wreath placement each November.

America Recycles Day

Since 1997, communities across the country have come together on November 15 to celebrate America Recycles Day. America Recycles Day is the only nationally recognized day dedicated to the promotion of recycling in the United States. One day to educate and motivate. One day to get our neighbors, friends and community leaders excited about what can be accomplished when we all work together. One day to make recycling bigger and better 365 days a year.

Every year, Advanced Disposal celebrates America Recycles Day by hosting or participating in community events throughout our operating footprint. We might hold a paper shredding event, provide recycling containers at a festival, or bring a recycling truck to a community-wide recycling celebration, so people can see up close how their recyclable materials are collected from their homes. We hope to make each year's America Recycles Day bigger than the last.

Presentations to Various Groups and Organizations



Advanced Disposal employees will regularly speak to various groups about the importance of sustainability and recycling and how we, as a company, are working to make a difference. We speak to rotary and chamber groups, leadership organizations, garden clubs, economic development committees, and the list goes on. We make sure we have a presence and provide information at community events such the Blaine Green Expo in St. Paul, Minn., and the Northbrook, Ill., Farmer's Market Art of Recycling Day. Presentations are targeted to our audiences' knowledge and interest with the same goal – to raise awareness.

Supporting Charitable Organizations

Throughout the year and the Midwest Region, our employees get dirty, get cold, get walking and get collecting for various charitable organizations. In Muskego, a team of employees took part in the Wisconsin area "Tough Mudder", a competition that held across the country and throughout the world that challenges participants to conquer hardcore obstacle courses designed to test their all around strength, stamina, mental grit and camaraderie. The Wisconsin team of four raised $720 for the Froedert Hospital Foundation Child Life Program. Our Decatur, Ill., office is one of the most active taking part in fundraisers throughout the year including the "Polar Plunge". Team "Trash Talkers" endured the 35-degree waters of Decatur Lake this year to benefit the Special Olympics. Advanced Disposal - Rockford and Orchard Hills Landfill have partnered with Marengo (Ill.) High School softball players to "Run Out Hunger" in the community. Advanced Disposal agreed that for every run the team scored at home during the 2013 season, the company would donate $10 to the M.O.R.E. Center (Marengo area OutReach Enterprises), an organization which aides needy individuals and families in the Marengo area. The team's tremendous effort resulted in $720 being raised. In addition, most of our divisions hold annual food and blood drives, collect toys at the holidays and coats in the winter. We have several who field *Race for the Cure* and *Relay*

for Life teams. Our employees live and work in the communities we serve and feel strongly about giving back whenever they can.











SCHOOL PROGRAMS

Advanced Disposal is committed to educating students on the benefits of recycling. We believe that the future of our Earth rests with our students, so the younger we can teach kids to make recycling a habit, the better we all are.

Bringing Environmental Education to Schools

School-age programs

Throughout the Midwest, Advanced Disposal employees visit schools, speaking with students and providing age-appropriate activities such as reading to preschoolers about where their garbage goes (Muskego, Wis.); teaching elementary-age learners about the technology behind landfills by having them construct edible versions layer by delicious layer (Northern Missouri);; and challenging high-school students to compete to create environmental projects with positive environmental impact (Minocqua,Wis.).

College-programs

Advanced Disposal-Eau Claire has provided trash and recycling service for the University of Wisconsin-Stout and University of Wisconsin-Eau Claire for many years. Both universities were strategic partners when the company developed source-separated organics collection and composting program and we continue to work closely with them to find ways to recycle more and send less to the landfill. So it was a natural fit for Advanced Disposal to sponsor a competition between the two universities to see which campus places higher in *Recyclemania*, an annual nationwide college campus recycling competition. In 2014, UW-Stout took the prize–a $2,500 donation to the winning school's general scholarship fund, by cutting its landfill waste by 43 tons compared to the previous year; the school also produced more compost than trash, and led all 14 Wisconsin colleges competing in Recyclemania. Advanced Disposal is proud to support initiatives like these.

Landfill and Recycling Facility Tours

Advanced Disposal offers guided tours of its Midwest Landfills as well as our Material Recycling Facilities to school groups on a regular basis. The hands-on experience provides students a better understanding of what happens to waste and how material is sorted and processed for the next phase. At our Emerald Park Landfill in Muskego, Wis., elementary through college-age students visit our *Wildlife Habitat Council Corporate Lands for Learning* wetlands preservation site. This outdoor classroom offers us the opportunity to foster environmental awareness and a sense of shared responsibility regarding conservation. By engaging local students, scouts and community groups through educational sessions and hands-on projects that focus on stewardship of habitats near to them, we hope to use our site to foster a lifelong appreciation for and commitment to the environment as well as a sense of empowerment that as individuals they can make a difference.





Landfill Open Houses

Advanced Disposal

Every Advanced Disposal landfill operated in Minnesota, Missouri, Illinois and Wisconsin hosts a community open house annually. These one-day events present us with the opportunity to speak with residents about how landfills operate and why are they important to a community. We also share information regarding how we ensure safe operations. Our sites all make sure the day is a fun, family outing by mixing in age-appropriate activities, games and prizes with food, drinks and landfill tours.



Scholarships

Advanced Disposal provides support for academic scholarships across its company footprint for those pursuing a variety of career goals. In St. Charles, Ill., Advanced Disposal provides two annual scholarships to students who choose to pursue careers in the Industrial Arts. We work with the St. Charles Chamber of Commerce to identify and award these scholarships to deserving candidates.

Earth Day



Advanced Disposal often looks to partner with schools and the community around Earth Day. Advanced Disposal-Horicon and Glacier Ridge Landfill (Wis.) hosted a landfill tour to 51 sophomore students from the Mayville High School's Physical Science and Geology class. These students also helped plant mature pine trees on the property.

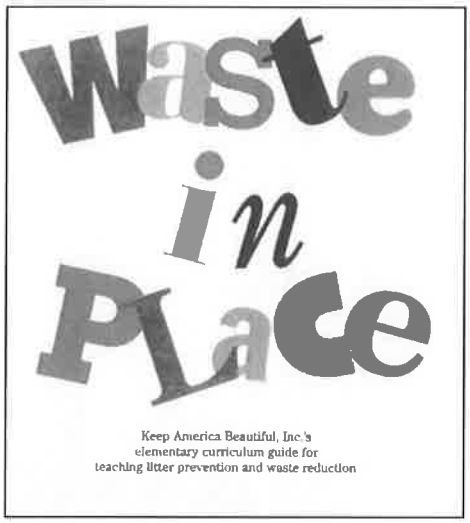


In Omro, (Wis.) Advanced Disposal employees have provided kindergarten and first-grader students with white paper bags to decorate with environmental messages. On Earth Day, employees spent time at a local grocery store putting customers' purchases in the bags.



And many of our sites distribute sapling to customers, encouraging them to keep the Earth green and growing.

Waste in Place, Keep America Beautiful Curriculum Guide



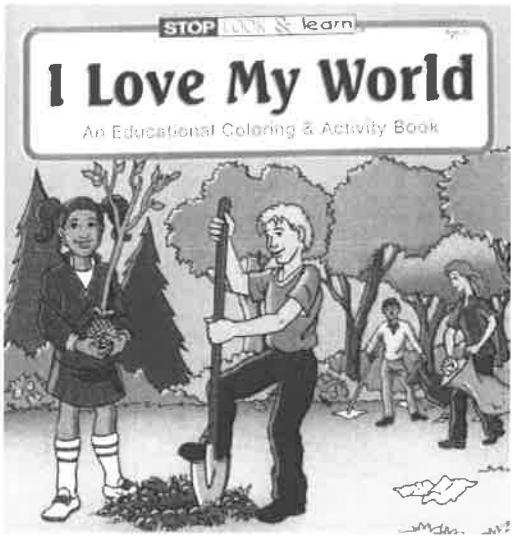
Advanced Disposal believes it is, in part, our responsibility to assist with recycling curriculum in schools. We often provide our partnering schools and educators with the "Waste in Place" elementary school guide published by Keep America Beautiful. This informative guide provides lessons and activities on topics ranging from how we manage garbage to the plastic container identification code system. Armed with this knowledge, students will undoubtedly become advocates for recycling.

A copy of the curriculum can be provided upon request.

"I Love My World" Coloring Book

Advanced Disposal often provides the "I Love My World" coloring book to schools, during facility tours and at community events with children in attendance. This activity book is a great tool to reach our youngest environmentalists.

A copy of the coloring book can be provided upon request.



Advanced Disposal



MUNICIPAL PARTNERSHIPS - Recycling

Advanced Disposal is proud to provide recycling services to 746 cities or counties across our operating footprint. As part of those partnerships, we are always looking for ways to increase recycling participation.

3. Proposer's Certification and W-9 Request Form

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: Advanced Disposal Services Solid Waste Midwest, LLC

ADDRESS: 1660 Hubbard Avenue

CITY: Batavia

STATE: Illinois **ZIP:** 60510

PHONE: 630-587-8282

FAX: 630-761-0077

TAX ID #(TIN): 76-0839612

(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: Jaime Smarini

DATE: 11/3/2016

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

With regard to Solid Waste Collection (Name of Project), proposer Advanced Disposal Services Solid Waste Midwest, LLC (Name of Proposer) hereby certifies 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

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

7	6	-	0	8	3	9	6	1	2

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

JAIME S MARINI
MY COMMISSION #FF024866
EXPIRES June 6, 2017
(407) 398-0153 FloridaNotaryService.com

Subscribed and sworn to before me this 3rd day of November, 2016.

Jaime S Marini
Notary Public

(Fill Out Applicable Paragraph Below)

(a) **Corporation**
The Proposer is a corporation organized and existing under the laws of the State of Wisconsin, which operates under the Legal name of Advanced Disposal Services Solid Waste Midwest, LLC, and the full names of its Officers are as follows:

President: Richard Burke
CEO
Secretary: Michael K. Slattery

Treasurer: Steve Carn
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 Please see our Proof of Insurance under TAB 4. We have different carriers for different lines of business.

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: Advanced Disposal Services Solid Waste Midwest, LLC

Print Name and Title of Authorizing Signature: John Spegal

Signature: _____

Date: November 3, 2016

4. Appendix 3 – Alternatives and Deviations

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
		NONE

5. Appendix 4 – Illinois Municipalities Served



Advanced Disposal



Village of Wilmette

1200 Wilmette Avenue
Wilmette, IL 60091
847-251-2700
frenzert@wilmette.com
Tim Frenzer, Village Manager

- 8,500 Residential Units
- 13 years of continuous service
- Once and twice per week back door or alley pick up
- Solid waste, recyclables and yard waste

City of Zion

2828 Sheridan Road
Zion, IL 60099
847-746-4000
RonC@zion.il.us
Ron Colangelo, Director of Public Works

- 5,900 Residential Units
- 20 years of continuous service
- Once per week curbside pick up
- Solid waste, recyclables and yard waste

Village of Winnetka

510 Green Bay Road
Winnetka, IL 60093
847-501-6000
Ssaunders@winnetka.org
Steve Saunders, Dir. of Public Works

- 4,000 Residential Units
- 11 years of continuous service
- Once per week curbside pick up
- Recyclables

City of Waukegan

106 North Utica
Waukegan, IL 60085
847-599-2500
Tom Hagerty, Director of Public Works

- 19,000 Residential Units
- 25 years of continuous service
- Once per week curbside pick up
- Solid waste, recyclables and yard waste

City of North Chicago

Argonne Drive & Lewis Avenue
North Chicago, IL 60064
847-578-7750
Leon Rockingham, Mayor

- 4,000 Residential Units
- 10 years continuous service
- Once per week curbside pick up
- Solid waste, recyclables, and yard waste

Village of Northbrook

1225 Cedar Lane
Northbrook, IL 60062
847-272-5050
nahrstadt@northbrook.il.us
Rich Nahrstadt, Asst. Village Manager

- 10,000 Residential Units
- 43 years of continuous service
- Once and twice per week curbside and backdoor
- Solid waste, recyclables and yard waste

Village of Hainesville

83-1 W Belvidere Road
Hainesville, IL
847-223-2032
lindasoto@hainesville.org
Linda Soto, Mayor

- 700 residential units
- 9 years continuous service
- Once per week curbside pick up
- Solid waste, recyclables and yard waste



Advanced Disposal



City of Highwood

17 Highwood Avenue
Highwood, IL 60040
847-432-1924
scott.hartman@cityofhighwood.org
Scott Coren, City Manager

- 1,100 residential units
- 8 years of continuous service
- Once per week pick up
- Solid waste, recyclables and yard waste

Village of Deerfield

850 Waukegan Road
Deerfield, IL, 60045
847-945-5000
Kent Street, Village Manager

- 5,500 residential units
- 5 years of continuous service
- Once and twice per week backdoor service
- Solid waste, recyclables and yard waste

Village of Vernon Hills

290 Evergreen Drive
Vernon Hills IL, 60061
847-945-5000
Mikea@vhills.org
Joe Carey, Asst. Village Manager

- 6,500 residential units
- 3 years of continuous service
- Once per week curbside service
- Solid waste, recyclables and yard waste

City of St. Charles

2 East Main Street
St. Charles IL, 60174
630-377-4405
jlamb@stcharlesil.gov
John Lamb, Environmental Services Manager

- 12,000 residential units
- 3 years of continuous service
- Once per week curbside service
- Solid waste, recyclables and yard waste

Village of Oak Lawn

9446 Raymond Drive
Oak Lawn, Illinois 60453
(708) 499-7739
jquinlan@oaklawn-il.gov
Jane Quinlan, Village Clerk

- 15,000 residential units
- Began service May 1, 2007
- Once per week curbside service
- Solid waste, recyclables and yard waste

City of Highland Park

1707 St. Johns Avenue
Highland Park IL, 60035
847-432-0800
Ghida Neukirch, Deputy City Manager

- 10,000 residential units
- 2 years of continuous service
- Once and twice per week service
- Solid waste, recyclables and yard waste

City of Batavia

100 North Island Avenue
Batavia IL, 60510
630-879-1424
bill@cityofbatavia.net
Bill McGrath, City Administrator

- 6,500 residential units
- 5 year contract
- Once per week service
- Solid waste, recyclables and yard waste



Advanced Disposal



Village of Streamwood

301 E. Irving Park Road
Streamwood, Illinois 60107
630-837-0200
Mary Johnson, Director of Finance

- 13,000 residential units
- 5 year contract
- Once per week service
- Solid waste, recyclables and yard waste

City of Yorkville

800 Game Farm Road
Yorkville, Illinois 60560
(630) 553-4350
bolson@yorkville.il.us
Bart Olsen, City Administrator

- 4500 residential units
- 5 year contract
- Once per week service
- Solid waste, recyclables and yard waste

Mill Creek Special Service Area

County of Kane
719 Batavia Road
Geneva, Illinois 60185
(630) 208-3841
recycle@co.kane.il.us
Jennifer Jarland, Recycling Coordinator

- 1,800 residential units
- 5 year contract
- Once per week service
- Solid waste, recyclables and

Village of Skokie

(Commercial Franchise)
5127 W. Oakton Street
Skokie, Illinois 60077
(847) 933-8427
max.slankard@skokie.org
Max Slankard, Public Works Director.

- >1,000 Businesses
- 7 year contract
- Various service levels
- Solid Waste, recycling (both "blue bag and containerized)

City of Wheaton

303 West Wesley
PO Box 727
Wheaton, Illinois 60189-0727
(630) 260-2033
MDzugan@wheaton.il.us
Mike Dzugan, Asst. City Manager

- 15,000 residential units
- 5 year contract
- Once per week service
- Solid waste, recyclables and yard waste

City of Darien

1702 Plainfield Road
Darien, Illinois 60661
(630) 353-8104
scoren@darienil.gov
Bryan Vana, City Manager

- Population - 22,241
- Service April 1, 2011 – Current
- Once per week curbside service
- Refuse – Volume-based, Pay-by-the-Bag
- Recycling – Unlimited, included in the sticker price
- Yard waste – Volume-based, Pay-by-the-Bag

City of Rolling Meadows

3600 Kirchoff Road
Rolling Meadows, Illinois 60008
(847) 394-8900
Hartnett@cityrm.org
Fred Vogt, Public Works Director

- Population – 24,205
- Service January 1, 2012 – Current
- Once per week curbside recycling service
- Recycling – Unlimited, 65-gallon recycling cart
- Rate, Unlimited can/bags



Advanced Disposal



Village of Cary

655 Village Hall Drive
Cary, IL 60013
(847) 639-0003
cpapierniak@caryillinois.com
Cris Clark, Village Administrator

- Population – 18,281
- Service began December 1, 2012 – Current
- Once per week curbside recycling service
- Refuse – Modified Volume Based; cans, 65 or 95-gallon carts + stickers
- Recycling – Flat Rate, Unlimited, 65-Gallon Recycling Cart
- Yard waste – Flat

City of Geneva

City of Geneva Public Works Department
1800 South Street
Geneva, IL 60134
(630) 232-1501
ddinges@geneva.il.us
Dan Dinges, Director of Public Works

- Population – 19,000
- Service July 1, 2013 – Current
- Once per week Volume Based refuse
- Recycling Unlimited, 65-gallon recycling cart
- Stickers for refuse and yard waste

Village of Cherry Valley

806 E Cherry St
Cherry Valley, IL 61016
(815)-332-3441
publicworks@cherryvalley.org
Chuck Freeman, Public Works Director

- 865 Units
- Service May 1, 2013 – Current
- Once per week service
- Weekly solid waste, recycling and yard waste service

Village of Durand

306 W. Main St
Durand, IL 61024
815-248-2201
durandadmin@mchsi.com
Mike Sweet, Superintendent of Public Works

- 464 Units
- Service October 1, 2013 – Current
- Once per week service
- Weekly solid waste and recycling

Village of Beach Park

11270 W Wadsworth Rd
Beach Park, IL 60099
(847) 746-
jon.kindseth@villageofbeachpark.com
Jon Kindseth, Village Administrator

- 5,000 Units
- Service June 1, 2014 – Current
- Once per week service
- Fully Automated Refuse and Recycling Service
- Modified Volume-based Refuse Option
- Volume-based yard waste collection

6. Appendix 5 – Disposal Facilities

APPENDIX 5

LOCATION OF DISPOSAL FACILITIES

Refuse Disposal

Advanced Disposal Batavia Transfer Station
766 Hunter Avenue
Batavia, Illinois 60510

Advanced Disposal Orchard Hills Landfill
8290 HWY 251 South
Davis Junction, IL 61020

Recycling Processing

Advanced Disposal Batavia Transfer Station
766 Hunter Avenue
Batavia, Illinois 60510

Resource Management Co
10111 Andersen Avenue
Chicago Ridge, IL 60415

Yardwaste Composting:

Facility Address:
Compost Supply, Inc.
2970 Route 52
Newark, IL 60541

Mailing Address:
Compost Supply, Inc.
P.O. Box 3328
Glen Ellyn, IL 60138-3328
Attention: Lynn Herlein
(630) 858-8070

Organics Composting:

Facility Address:
Compost Supply, Inc.
2970 Route 52
Newark, IL 60541

Mailing Address:
Compost Supply, Inc.
P.O. Box 3328
Glen Ellyn, IL 60138-3328
Attention: Lynn Herlein
(630) 858-8070

Electronics Recycling

Com2 Recycling Solutions
Corporate Office and Processing Facility:
140 Fullerton Ave
Carol Stream IL 60188
Tel 877-977-2662
Local 630-653-2662
Fax 630-690-2662
Email: info@com2computer.com

7. Non-Collusive Affidavit

NON-COLLUSIVE AFFIDAVIT

STATE of FLORIDA)

COUNTY of Saint Johns)

John Spegal, being first duly sworn, deposes and says: That he/she is Chief Operating Officer, of Advanced Disposal Services Solid Waste Midwest, LLC. the party making the foregoing proposal or bid; that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Yorkville, IL or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Advanced Disposal Services Solid Waste Midwest, LLC
(Company/Vendor Name)

1660 Hubbard Avenue * Batavia, IL 60510
(Business Address)

(Signature) (Title: Individual Principal)

(Signature) (Title: Partnership Principal)

(Signature) Chief Operating Officer
(Title: Corporate Principal)

Subscribed and sworn to before me this 3rd day of Nov, 2016

STATE of Florida)
COUNTY of St. JOHNS) ss

JAIME S MARINI
MY COMMISSION #FF024866
EXPIRES June 6, 2017
(407) 398-0153 FloridaNotaryService.com

Jaime S Marini

SECRETARY'S CERTIFICATE

On behalf of ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC. (the "Company"), the undersigned does hereby certify in his/her capacity as Secretary/Assistant Secretary of the Company that:

The officers shown below are duly elected or appointed, qualified and acting officers of the Company holding the office indicated below, and each of them is authorized to execute and deliver agreements, documents and written instruments necessary or required in connection with the RFP and all related agreements, documents, certificates and instruments on behalf of the Company.

Name	Title
Richard Burke	Chief Executive Officer
John Spegal	Executive Vice President and Chief Operating Officer
Steven R. Carn	Executive Vice President and Chief Financial Officer, Treasurer
William Westrate	Executive Vice President and Chief Administrative Officer
Michael Slattery	Executive Vice President, General Counsel and Secretary
Matthew Gunnelson	Chief Accounting Officer, Assistant Treasurer
Randy Arnold	Senior Vice President of Operations & Landfills
William Soffera	Senior Vice President – Special Projects
Tammy Wilson	Senior Vice President of Sales & Marketing
Dave Lavender	East Regional Vice President
Charlie Gray	South Regional Vice President
Dan DeWaard	Midwest Regional Vice President
Mark Nighbor	Vice President of Marketing and Communications
Marti Dickman	Vice President of Risk Management
Glenn Guest	Vice President of Corporate Human Resources
Chad Mark	Vice President of Procurement and Technology
Melissa Bachhuber	Vice President, Associate General Counsel, Assistant Secretary
Megan Ouzts	Vice President, Associate General Counsel
Jeffrey Everett	Vice President, Associate General Counsel, Assistant Secretary
Don Neukam	Vice President of Business Development & Strategic Planning
Bob Chizmar	Vice President of Tax
Brian Beaudrie	Vice President of Maintenance
Matthew Nelson	Vice President of Finance & Investor Relations
Zachary Salata, CPA	Vice President of Financial Reporting
Alan Lovett	Vice President of Internal Audit
Rocky Gupta	Vice President of Information Technology
Matthew Morrell	Vice President of Financial Planning & Analysis
Jay Warzinski	Vice President of Landfill Operations
Chris Diaz	Controller and Director of Finance and Accounting

The principal place of business of the Company is 90 Fort Wade Road, Ponte Vedra, Florida 32081.

IN WITNESS WHEREOF, I have executed this Secretary's Certificate on 11.3.2016

Secretary/Assistant Secretary

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 3rd day of NOV, 2016 by Michael Slattery. He/She is personally known to me or has produced a _____ driver's license as identification.

Notary: Jaime S Marini
Print Name: Jaime S. Marini
Notary Public, State of FLORIDA

NOTARY SEAL

JAIME S MARINI
MY COMMISSION #FF024866
EXPIRES June 6, 2017
(407) 398-0153 FloridaNotaryService.com

8. Bidder's Representation

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:

Advanced Disposal Services Solid Waste Midwest, LLC
Company Name

1660 Hubbard Avenue
Street Address of Company

Batavia, IL 60510
City, State, Zip

630.587.8282
Business Phone

630.761.0077
Fax

Date: 11/3/2016

Bob.Pfister@AdvancedDisposal.com
Email Address

Bob Pfister
Contact Name (Print)

708-774-2586
24-Hour Telephone

Signature of Officer, Partner or Sole Proprietor

John Spegal, Chief Operating Officer
Print Name & Title

ATTEST: If a Corporation

Signature of Corporation Secretary

CITY OF YORKVILLE

Authorized Signature

Title

Date

ATTEST:

Signature of City Clerk

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.

APPENDIX 1
GENERAL PRICE QUOTATION SHEET

See attached spreadsheet

Advanced Disposal

APPENDIX 1
GENERAL PRICE QUTATION SHEET
(per unit/ per month)

Plan Discription	May 1, 2017 - April 30, 2018		May 1, 2018 - April 30, 2019		May 1, 2019 - April 30, 2020		May 1, 2020 - April 30, 2021		May 1, 2021 - April 30, 2022	
Yorkville	33-Gallon Tote:	$15.95	33-Gallon Tote:	$16.35	33-Gallon Tote:	$16.76	33-Gallon Tote:	$17.18	33-Gallon Tote:	$17.61
	65-Gallon Tote:	$16.50	65-Gallon Tote:	$16.91	65-Gallon Tote:	$17.34	65-Gallon Tote:	$17.77	65-Gallon Tote:	$18.21
	96-Gallon Tote:	$16.95	96-Gallon Tote:	$17.37	96-Gallon Tote:	$17.81	96-Gallon Tote:	$18.25	96-Gallon Tote:	$18.71

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 5
LOCATION OF DISPOSAL FACILITIES

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
Please see attached		

RECYCLING

Name of Facility	Facility Address	Disposal Limitations
Please see attached		

YARD WASTE

Name of Facility	Facility Address	Disposal Limitations
Please see attached		

ELECTRONIC WASTE

Name of Facility	Facility Address	Disposal Limitations
Please see attached		

ORGANIC MATERIAL

Name of Facility	Facility Address	Disposal Limitations
Please see attached		

APPENDIX 6

CONTRACTOR QUALIFICATIONS

Name of Business: Advanced Disposal Services Solid Waste Midwest, LLC

Business Address: Mailing Address: 1660 Hubbard Avenue * Batavia, IL 60510

Business Number: 630.587.8282

Emergency Number: _____

Fax Number: 630.761.0077

Ownership: Individual Partnership (Corporation)

Franchise or Parent Company (if applicable): Advanced Disposal Services, Inc.

List all Partners, Managers, and Corporate Officers: Please see attached list of Corporate Officers

Name	Title	Residence	Phone

Days of Operation: Monday - Friday

Business Hours: 7:30 AM - 5:00 PM

Number of Employees: Advanced Disposal Services Solid Waste Midwest, LLC has 0 employees. All employees are employed under our parent entity Advanced Disposal Services, Inc.

Supervisors: 3

Drivers: 47

Office Personnel: 16

Signature: _____ Date: November 3, 2016

Advanced Disposal

CORPORATE OFFICERS & BOARD OF DIRECTORS

Advanced Disposal Services, Inc. (including all wholly-owned subsidiaries)
Location of Officers: 90 Fort Wade Road, Suite 200, Ponte Vedra, FL 32081 (904) 737-7900

Directors (Parent Company Only)
Richard Burke (chair)
Bret Budenbender (lead outside director)
John Miller
Matthew Rinklin
Jared Parker
Sergio Pedreiro
Michael Koen
B. Clyde Preslar

Audit Committee
B. Clyde Preslar (chair)
John Miller
Michael Koen

Compensation Committee
Bret Budenbender (chair)
Sergio Pedreiro
B. Clyde Preslar

Nominating & Governance Committee
Richard Burke (chair)
Sergio Pedreiro
Michael Koen

Officers	Title
Richard Burke	Chief Executive Officer
John Spegal	Executive Vice President and Chief Operating Officer
Steven R. Carn	Executive Vice President and Chief Financial Officer, Treasurer
William Westrate	Executive Vice President and Chief Administrative Officer
Michael K. Slattery	Executive Vice President, General Counsel & Secretary
Matthew Gunnelson	Chief Accounting Officer & Assistant Treasurer
Randy Arnold	Senior Vice President of Operations and Landfills
William Soffera	Senior Vice President – Special Projects
Tammy Wilson	Senior Vice President of Sales and Marketing
Dave Lavender	East Regional Vice President
Charlie Gray	South Regional Vice President
Dan DeWaard	Midwest Regional Vice President
Mark Nighbor	Vice President of Marketing and Communications
Marti Dickman	Vice President of Risk Management
Glen Guest	Vice President of Corporate Human Resources
Chad Mark	Vice President of Procurement and Technology
Melissa Bachhuber	Vice President, Associate General Counsel, Assistant Secretary
Megan Ouzts	Vice President, Associate General Counsel
Jeffrey Everett	Vice President, Associate General Counsel, Assistant Secretary
Don Neukam	Vice President of Business Development & Strategic Planning
Bob Chizmar	Vice President of Tax
Brian Beaudrie	Vice President of Maintenance
Matthew Nelson	Vice President of Finance & Investor Relations
Zachary Salata, CPA	Vice President of Financial Reporting
Alan Lovett	Vice President of Internal Audit
Rocky Gupta	Vice President of Information Technology
Matthew Morrell	Vice President of Financial Planning & Analysis
Jay Warzinski	Vice President of Landfill Operations
Chris Diaz	Controller and Director of Finance and Accounting

Director of Subs (except Bahamas)
Michael K. Slattery
John Spegal

Directors of the Bahama Joint Venture Companies
Patricia Bloom; Lady Henrietta St. George; Sarah St. George; Ian B.A. Rolle; Charlie Gray; Richard Burke; Randall Bergeson; Michael Slattery

EXHIBIT A
SOLID WASTE COLLECTION DAY MAP

See attached

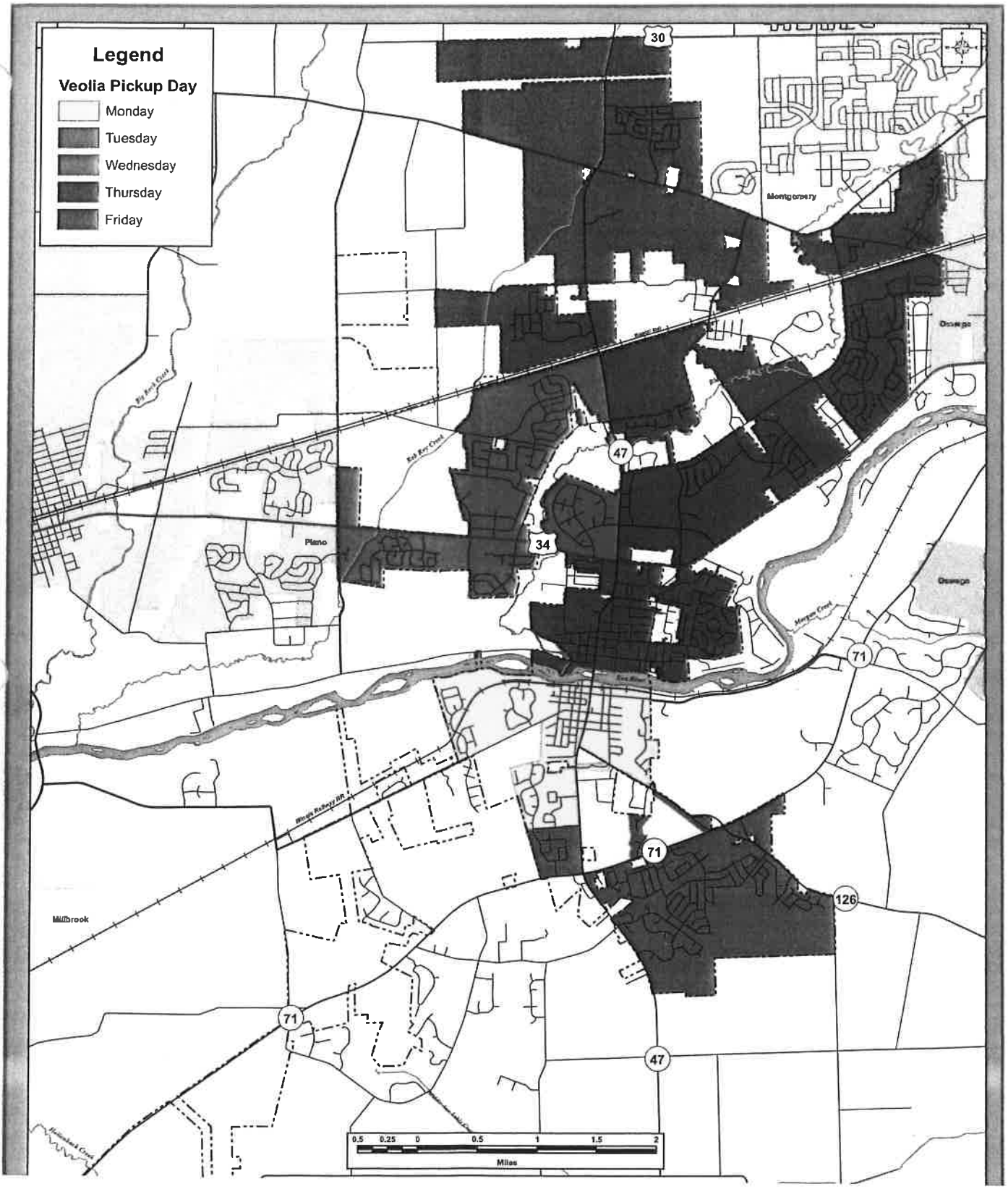

Legend
Veolia Pickup Day
Monday
Tuesday
Wednesday
Thursday
Friday
30
47
34
71
126
Plano
Millbrook
Montgomery
Ennis
0.5 0.25 0 0.5 1 1.5 2
Miles

EXHIBIT B
SERVICES FOR MUNICIPAL AND PUBLIC FACILITIES

Location	Service Type	Size	Frequency
Yorkville Library 902 Game Farm Road	Refuse Recycling	1-1.5 yd 1-1.5 yd	1x/wk 1x/wk
Yorkville City Hall and Police Department 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
Yorkville Public Works 610 Tower Lane	Recycling Refuse	1-2 yd cardboard 1-20 yd open	1x/wk 1x/wk
Yorkville Administration and Recreation Center Building 201 W. Hydraulic Avenue	Refuse Recycling Recycling	1-20 yd open 2-96 gallon toter 1-1 yd cardboard	1x/wk 1x/wk 1x/wk
Yorkville Parks Maintenance Building 185 Wolf Street	Refuse Recycling	1-20 yd open 1-96 toter	1x/wk 1x/wk
Yak Shack **131 E Hydraulic**	Refuse Recycling	1 – 2 yd 1 – 96 gallon toter	1x/wk 1x/wk
Ice Cream Shop **301 E. Hydraulic**	Refuse Recycling	1 – 2 yd 2 – 96 gallon toters	1x/wk 1x/wk
Bridge Park **3651 Kennedy Road**	Refuse Recycling	1 – 2yd 10 – 96 gallon toters	1x/wk 1x/wk
Yorkville Beecher Center 908 Game Farm Road	Refuse Recycle	1-4yd refuse 1-2yd recycle	1x/wk 1x/wk
All City Rentals When Required	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. All special events to have port-a-potties and hand washing stations and 2yd dumpsters.

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Human Resources	☐
Community Development	☐
Police	■
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #2

Tracking Number

PS 2017-04

Agenda Item Summary Memo

Title: Ordinance Regulating Non-Highway Vehicles (Golf Carts and Off Road Vehicles) on Public Ways

Meeting and Date: City Council – January 24, 2017

Synopsis: The Yorkville Police Department is requesting the approval of an ordinance to regulate the use of Non-Highway Vehicles (golf carts and off road vehicles) on all City properties. The current ordinances are in need of clarification and update.

Council Action Previously Taken:

Date of Action: PS – 01/05/17 Action Taken: Moved forward to CC consent agenda.

Item Number: PS 2017-04

Type of Vote Required:

Council Action Requested:

Submitted by: Chief of Police Rich Hart (Name) Police Department (Department)

Agenda Item Notes:

See attached Ordinance and documentation.

Memorandum

To: Public Safety Committee
From: Bart Olson, City Administrator
CC:
Date: December 29, 2016
Subject: Ordinance on vehicles on public property

Summary

Approval of an ordinance amending the City code to address vehicles on public property.

Background

Several months ago, a Yorkville police officer wrote a ticket to a citizen for using a golf cart within the Countryside common areas. The Countryside common areas are owned by the City, but the ticket was thrown out at adjudication because the City's ordinance addressing vehicles on public property only prohibited vehicles within park properties and the Countryside common areas were not designated as a park.

Subsequently, the resident who received a ticket insisted that the Americans with Disabilities Act (ADA) allowed him to drive a golf cart on all public properties. Staff understanding was that ADA did not apply to such an act, and we sought and received confirmation from the City Attorney on the matter (letter attached).

After the letter to the resident was sent, we realized that the current loophole in the code that would allow someone in a golf cart to drive back and forth across the City Hall front lawn should be closed. Therefore, we have drafted an ordinance that would prohibit all non-highway vehicles from all City properties, whether they are park properties or public buildings.

Recommendation

Staff recommends approval of the attached ordinance regulating the use of motor vehicles on public ways and properties.

Ordinance No. 2017-____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING THE YORKVILLE CITY CODE AS IT RELATES TO THE USE OF MOTOR VEHICLES ON PUBLIC WAYS AND PROPERTY

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

WHEREAS, the Mayor and City Council desire to amend the Yorkville City Code by setting forth regulations restricting the use of motor vehicles on public ways and property.

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

Section 1. That Title 7 of the Yorkville City Code is hereby amended by adding the following Chapter 11:

7-11-1: DEFINITIONS:

A. As used in this Section "non-highway vehicle" means a motor vehicle not specifically designed to be used on a public highway, including but not limited to:

1. "All-terrain vehicle" as defined by Section 1-101.8 of the Illinois Vehicle Code.

2. "Golf Cart" as defined by Section 1-123.9 of the Illinois Vehicle Code.

3. "Off-highway motorcycle" as defined by Section 1-153.1 of the Illinois Vehicle Code.

4. "Recreational off-highway vehicle" as defined by Section 1-168.8 of the Illinois Vehicle Code.

B. As used in this Section "Public Road" shall include streets, roads, and highways as those terms are generally defined by the Illinois Vehicle Code.

C. As used in this Section "City Property" shall include any property owned or operated by the United City of Yorkville, including but not be limited to easements, sidewalks, parkways, green areas, walkways, bike paths, and alleyways.

7-11-2: RESTRICTED USE OF NON-HIGHWAY VEHICLES:

It shall be unlawful to operate any non-highway vehicle on any Public Road or on any City Property within the corporate limits of the United City of Yorkville.

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

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

_____
CITY CLERK

CHRIS FUNKHOUSER	_____	KEN KOCH	_____
CARLO COLOSIMO	_____	DIANE TEELING	_____
JACKIE MILSCHEWSKI	_____	JOEL FRIEDERS	_____
SEAVER TARULIS	_____		

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

_____
MAYOR

Attest:

_____
City Clerk

LAW OFFICE
KATHLEEN FIELD ORR & ASSOCIATES
53 WEST JACKSON BLVD.
SUITE 964
CHICAGO, ILLINOIS 60604
(312)382-2113
(312)382-2127 facsimile

KATHLEEN FIELD ORR
kfo@kfoassoc.com

October 21, 2016

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

Re: Americans with Disabilities Act

Dear Bart:

You have requested my legal opinion regarding whether or not the Americans with Disabilities Act ("ADA") mandates the City to permit the use of golf carts on walkways in public parks and public areas. While the ADA requires a public entity to afford a disabled person an equal opportunity to participate in any service, program or activity, the use of mobility devices in public thoroughfares is not mandated by this law.

The ADA applies to all service programs and activities of public entities and therefore mandates all buildings, structures, sites, complexes, etc. may require certain structural changes to be reasonably accessible and usable by persons with disabilities. All newly constructed streets, roadways and highways must contain curb ramps or sloped areas to permit street level pedestrian walkways to permit access. Notwithstanding the foregoing, the ADA does not require a public entity to permit an individual to participate in or benefit from the services, programs or activities of that public entity when that it poses a threat to the health or safety of others.

Illinois law authorizes any local government to prohibit the use of "non-highway vehicles", which includes golf carts, on any roadway if public safety is jeopardized. Similarly, park walkways and thoroughfares cannot be deemed to be safe to pedestrians, runners and bikers when competing with a motorized vehicle much greater in size and weighing as much as 1000 pounds. Drivers of golf carts are not required to be licensed nor are they age restricted. Moreover, the City could not reasonably control the number of golf carts permitted at any given time or supervise the capabilities of the driver so as to assure the safety of all.

For the foregoing reasons, it is apparent that the ADA did not intend to apply to public owned thoroughfares, bike paths or walkways.

Very truly yours,

KATHLEEN FIELD ORR & ASSOCIATES

KATHLEEN FIELD ORR

Rich Hart

From: Rich Hart
Sent: Thursday, October 06, 2016 4:47 PM
To: 'Eric Weis'; 'kfo@kfoassoc.com'
Subject: ADA and Golf carts
Attachments: ADA Golf Carts info.pdf

Attached is a copy of ADA paperwork titled Wheelchairs, Mobility Aids, and other Power-Driven Mobility Devices. I met with a [redacted] today, he is disabled and he provided me with the attached paperwork. He believes that he can legally ride his golf cart on the road, sidewalk, parks, and city owned trails, paths, and common areas because of his disability. I am looking for some direction before we have any problems. Thanks

Rich Hart, Chief of Police
Yorkville Police Department
804 Game Farm Road
Yorkville, Illinois 60560
rhart@yorkville.il.us
630-553-4340 Office
630-553-8509 Direct



Rich Hart

From: Rich Hart
Sent: Tuesday, October 11, 2016 11:06 AM
To: 'Eric Weis'
Subject: RE: ADA and Golf carts

My City Attorney is drafting a letter, she stated that the ADA rules only pertain to buildings.

Rich Hart, Chief of Police
Yorkville Police Department
804 Game Farm Road
Yorkville, Illinois 60560
rhart@yorkville.il.us
630-553-4340 Office
630-553-8509 Direct



From: Eric Weis [mailto:EWeis@co.kendall.il.us]
Sent: Friday, October 07, 2016 1:39 PM
To: Rich Hart
Cc: Eric Weis
Subject: RE: ADA and Golf carts

Rich – while I will have you defer to your city attorney for all other locations but for roadways, I don't believe he is permitted to violate state law simply be to his disability. The vehicle must be one that can legally operate on a highway. Good luck.

Eric C. Weis
State's Attorney
Kendall County, Illinois
807 W. John St.
Yorkville, IL 60560

Phone: (630) 553-4157
Fax: (630) 553-4204

Rich Hart

From: Rich Hart
Sent: Monday, October 24, 2016 1:28 PM
To: [redacted]
Subject: ADA and Golf carts
Attachments: ADA Letter Golf Carts.doc

[redacted]

Sorry about the delay it took a while to get the attached letter. I have spoken to both the States Attorney and the City Attorney in reference to the information that you provided me about the ADA and golf cart usage on city streets, sidewalks, easements, and city parks. Both Attorney's advised me that the ADA rules do not apply to the use of a golf carts on public properties. Please see the attached letter from the City Attorney, from this point on I must advise you that if you operate a golf cart on a roadway, sidewalk, or city owned property you are at risk of being stopped and cited.

Rich Hart, Chief of Police
Yorkville Police Department
804 Game Farm Road
Yorkville, Illinois 60560
rhart@yorkville.il.us
630-553-4340 Office
630-553-8509 Direct

Legal Brief: Regulation of Golf Carts and Low-Speed Vehicles

By Jenifer Johnson, General Counsel
Jerry Zarley, Legal Analyst

The combination of an aging population, the price of new cars and the desire for environmentally-friendly transportation alternatives has led to a steady demand for golf carts and low-speed vehicles in recent years. The reliance on these alternative modes of transportation has precipitated necessary changes in Illinois law. This article is an update to the Legal Q & A published in the September 2008 *Illinois Municipal Review* entitled "Golf Carts & Neighborhood Vehicles on Public Streets" to reflect the statutory changes since then.

Definitions of Vehicles

The definition of "golf cart" was moved to the definitions section of the Illinois Vehicle Code by Public Act 96-0279. As before, "golf cart" is defined as:

> A vehicle specifically designed and intended for the purposes of transporting one or more persons and their golf clubs or maintenance equipment while engaged in the playing of golf, supervising the play of golf or maintaining the condition of the grounds on a public or private golf course.[1]

A golf cart is also a "non-highway vehicle."[2] Non-highway vehicles also include all-terrain vehicles, off-highway motorcycles and recreational off-highway vehicles.[3] Although off-highway motorcycles are regulated the same as golf carts, all-terrain vehicles and recreational off-highway vehicles are regulated a bit differently. Please see subsection (h) in section 11-1426.1 of the Code for these differences. The regulation of these other non-highway vehicles is beyond the scope of this article.

The definition of "neighborhood vehicle," which was described in the previous article, was ultimately repealed by Public Act 97-0144.[4] The term "neighborhood vehicle" was replaced with "low-speed vehicle," which is defined as:

> Any 4-wheeled vehicle with a maximum speed greater than 20 miles per hour but not greater than 25 miles per hour that conforms with the federal motor vehicle safety standards set forth in 49 C.F.R. Part 571.500.[5]

There are some differences between the two types of vehicles. Low-speed vehicles are manufactured with the proper equipment to be street legal, while golf carts may or may not be. Some low-speed vehicles already have doors and windows, while golf carts usually do not. Golf carts are typically designed to carry two people, while low-speed vehicles may be designed to carry four or more. Low-speed vehicles are also slightly bigger and move slightly faster than typical golf carts. While golf carts are specifically designed for use on a golf course but can also be used on streets with specific limitations, low-speed vehicles are designed for use on the streets but not a golf course.

Operation of Golf Carts

Removing the statutory ambiguity described in the previous article, the Illinois Vehicle Code now specifically authorizes units of local government to permit the use of golf carts on their roadways, provided that the posted speed limit on the roadway is 35 miles per hour or less.[6] Section 11-1426.1(d) provides:

A municipality, township, county or other unit of local government may authorize, by ordinance or resolution, the operation of non-highway vehicles on roadways under its jurisdiction if the unit of local government determines that the public safety will not be jeopardized. The Department [of Transportation] may authorize the operation of non-highway vehicles on the roadways under its jurisdiction if the Department determines that the public safety will not be jeopardized. The unit of local government or the Department may restrict the types of non-highway vehicles that are authorized to be used on its streets.[7]

Before permitting the operation of golf carts on their roadways, however, the Code requires local governments to "consider the volume, speed and character of traffic on the roadway and determine whether [golf carts] may safely travel on or cross the roadway" and to post appropriate signage after the adoption of the ordinance or resolution.[8] Furthermore, if a particular road is under the jurisdiction of more than one unit of government, each unit of government must agree to the usage and take the appropriate action.[9]

Except for where it is specifically authorized, "it is unlawful for any person to drive or operate a non-highway vehicle upon any street, highway or roadway in this state."[10] Golf carts are not prohibited from crossing a road or street at an intersection where the road or street has a posted speed limit of more than 35 miles per hour.[11] Where the operation of a golf cart is authorized on the roadways, however, the driver must have a valid driver's license[12] and insurance,[13] and the golf cart must at minimum have "brakes, a steering apparatus, tires, a rearview mirror, red reflectorized warning devices in the front and rear, a slow moving emblem . . . on the rear of the non-highway vehicle," and headlights, taillights, brake lights and turn signals.[14]

Operation of Low-Speed Vehicles

Although there are some identical provisions, the regulations regarding the operation of low-speed vehicles do not mirror the regulations regarding the operation of golf carts. For example, unlike golf carts which need authorization to operate on the streets, low-speed vehicles can be operated on any street in the state where the posted speed limit is 30 miles per hour or less,[15] unless the operation of which is prohibited by regulation, ordinance or resolution.[16] Thus, low-speed vehicles have a statutory right of use unless determined and regulated otherwise. In addition:

Low-speed vehicles may cross a street at an intersection where the street being crossed has a posted speed limit of not more than 45 miles per hour. Low-speed vehicles may not cross a street with a speed limit in excess of 45 miles per hour unless the crossing is at an intersection controlled by a traffic light or 4-way stop sign.[17]

However, a unit of local government may authorize the use of these vehicles on its roadways with speed limits between 30 and 35 miles per hour by ordinance or resolution.[18] If the use of these vehicles is to be authorized, like golf carts, the municipality is required to consider the volume, speed and character of the traffic on the street to determine whether low-speed vehicles may travel safely on that street.[19] Whether the operation of such vehicles is authorized under subsection (e-5) or prohibited under subsection (c), the unit of government is required to post the appropriate signage.[20] And, similar to golf carts, if the roadway is under the jurisdiction of more than one unit of government, both or all units of government must agree to the authorization and/or prohibition of the use of low-speed vehicles and take the appropriate action.[21]

Although low-speed vehicles are required to have similar equipment (*e.g.*, brakes, lights, etc.), they must also have a windshield, a vehicle identification number, seat belts and two rearview mirrors.[22] Like golf carts, the driver is required to have a valid driver's license[23] and insurance,[24] but drivers must also have a certificate of title and a valid registration for the low-speed vehicle.[25] Finally, the operation of low-speed vehicles is subject to the Rules of the Road and applicable local ordinances, just like all other street-legal vehicles.[26]

Municipal Liability

The previous article eluded to the possibility of liability if municipalities allowed golf carts or low-speed vehicles on their roadways. Section 3-102(a) of the Local Governmental and Governmental Employees Tort Immunity Act imposes a duty on all municipalities to "exercise ordinary care to maintain [their] property in a reasonably safe condition for the use" by "intended and permitted users."[27] Back then, there was nothing in the relevant statutes to relieve municipalities from that chance of liability. Now, however, both statutes remove that possibility with the following language:

No action taken by a unit of local government under this Section designates the operation of a [non-highway vehicle/low-speed vehicle] as an intended or permitted use of property with respect to Section 3-102 of the Local Governmental and Governmental Employees Tort Immunity Act.[28]

It should be noted, however, that this provision does not necessarily relieve municipalities from all potential liability.

Conclusion

Municipalities have options in regulating the operation of golf carts and low-speed vehicles on their roadways. It is important to recognize the differences between these types of vehicles, to understand the statutory provisions governing each of them, and to examine the unique characteristics of community roadways and travel patterns to decide whether they are a safe form of travel within that municipality.

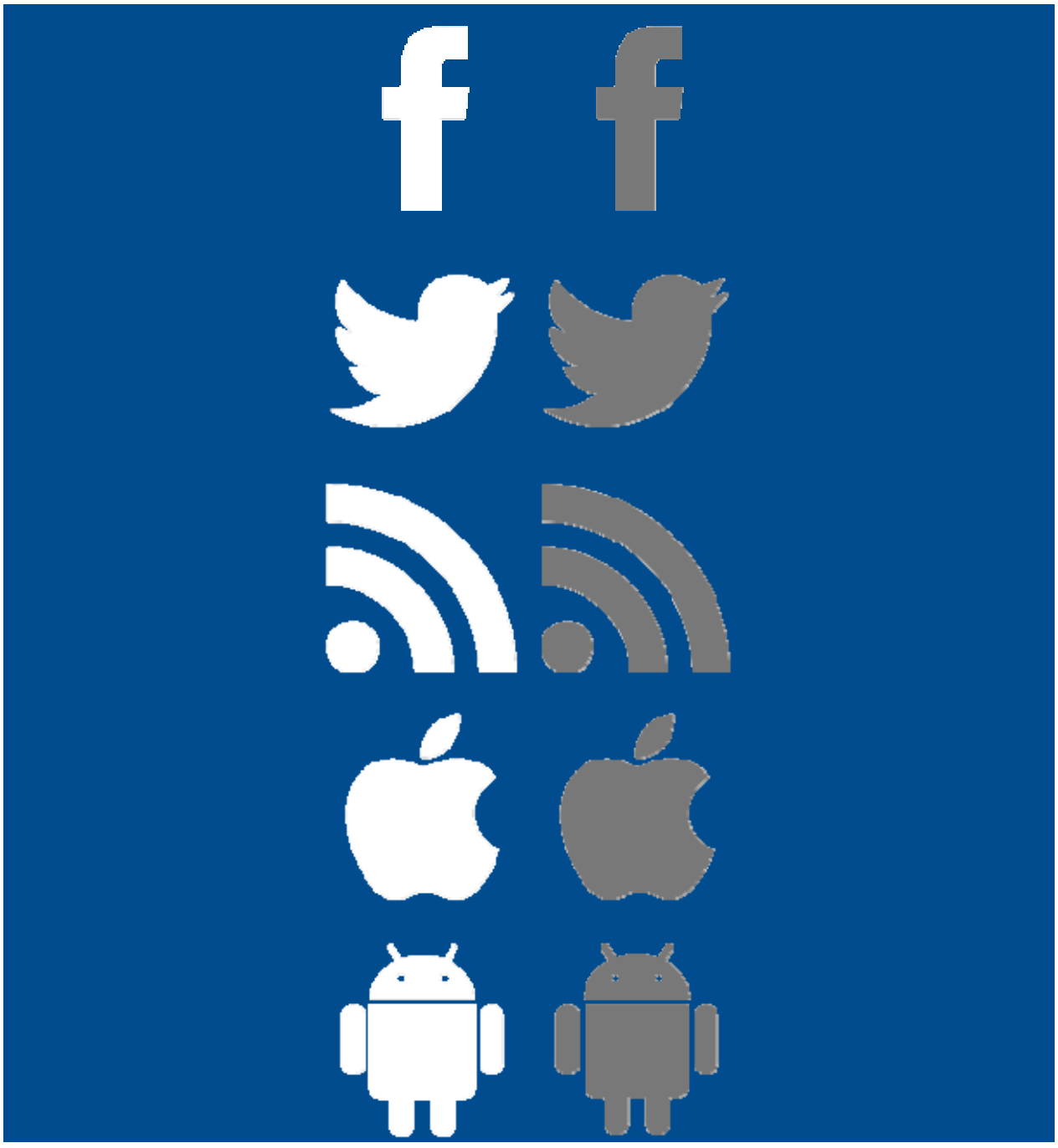
SIDE-BY-SIDE COMPARISON
This chart delineates the different statutory treatment given to golf carts and low-speed vehicles:

REGULATION	GOLF CARTS	LOW-SPEED VEHICLES
Authorized on roadways	(1) On roadways of 35 miles per hour or less, (2) By regulation, ordinance, or resolution, (3) Must consider the volume, speed and character of the traffic, and (4) Must post signage.	(1) On roadways of 30 miles per hour or less, (2) By statute. (3) May authorize by ordinance or resolution with speed limits between 30 and 35 miles must post signage.
Road is shared by more than one unit of government	(1) All must agree to authorize, and (2) Take the appropriate action.	(1) All must agree to prohibit or authorize for speed, and (2) Take the appropriate action.
Can be restricted or prohibited	(1) Yes, and (2) Must post signage.	(1) Yes, (2) Must consider the volume, speed and char traffic, and (3) Must post signage.
Crossing roads or streets	Not prohibited when the speed limit of the road being crossed is 35 miles per hour or less.	(1) Not prohibited when the speed limit of the crossed is 45 miles per hour or less. (2) May cross roads with a speed limit of mor miles per hour provided the intersection is by a traffic light or 4-way stop sign.
Driver must have	(1) A valid driver's license, and (2) Insurance	(1) A valid driver's license, (2) Insurance, (3) Certified vehicle title, and (4) Valid vehicle registration.
Vehicle equipment	(1) Brakes, (2) Steering apparatus, (3) Tires, (4) Rearview mirror, (5) Red reflectors, (6) Slow moving emblem, (7) Headlights, (8) Taillights, (9) Brake lights, and (10) Turn signals.	(1) Brakes, (2) Steering apparatus, (3) Tires, (4) Two rearview mirrors, (5) Red reflectors, (6) Headlights, (7) Taillights, (8) Brake lights, (9) Turn signals, (10) Windshield, (11) Vehicle ID Number, (12) Seat belts, and (13) Parking brake.
Are intended and permitted users of public property	No	No

[1] 625 ILCS 5/1-123.9; P.A. 96-0279 (eff. 1/1/2010).
[2] 625 ILCS 5/11-1426.1(a)(2).
[3] *See* 625 ILCS 5/11-1426.1(a)(1), (3), and (4), respectively.
[4] P.A. 97-0144 (eff. 7/14/2011).
[5] 625 ILCS 5/1-140.7.
[6] 625 ILCS 5/11-1426.1(b).
[7] 625 ILCS 5/11-1426.1(d).
[8] *Id*.
[9] *Id*.
[10] 625 ILCS 5/11-1426.1(b).
[11] *Id*.
[12] 625 ILCS 5/11-1426.1(b-5).
[13] 625 ILCS 5/11-1426.1(g).
[14] 625 ILCS 5/11-1426.1(e).
[15] 625 ILCS 5/11-1426.2(a).
[16] 625 ILCS 5/11-1426.2(c).
[17] 625 ILCS 5/11-1426.2(b).
[18] 625 ILCS 5/11-1426.2(e-5).
[19] *Id*.
[20] 625 ILCS 5/11-1426.2(d), (e-5).
[21] 625 ILCS 5/11-1426.2(e), (e-5).
[22] 625 ILCS 5/11-1426.2(f).
[23] 625 ILCS 5/11-1426.2(g).
[24] 625 ILCS 5/11-1426.2(i).
[25] 625 ILCS 5/11-1426.2(l).
[26] 625 ILCS 5/11-1426.2(h).
[27] 745 ILCS 10/3-102(a).
[28] 625 ILCS 5/11-1426.1(i), 1426.2(k).

Jenifer L. Johnson is the General Counsel for the Illinois Municipal League. Contact Jenifer at jjohnson@iml.org. Jerry Zarley is the League's Legal Analyst. Contact Jerry at jzarley@iml.org.

Like us on Facebook: facebook.com/IllinoisMunicipalLeague
Follow us on Twitter: @IMLLeague



Street Address:

Mailing Address:

Office Hours:

Contact Us

inquiry@iml.org
Staff Login
Notice

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Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Human Resources	☐
Community Development	☐
Police	☐
Public Works	■
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #3

Tracking Number

PW 2017-02

Agenda Item Summary Memo

Title: Water Department Reports for October – December 2016

Meeting and Date: City Council – January 24, 2017

Synopsis: Monthly water reports.

Council Action Previously Taken:

Date of Action: PW – 1/17/17 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2017-02

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Tom Konen (Name) Public Works (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
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United City of Yorkville
WATER DEPARTMENT REPORT

OCTOBER 2016
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
3	1335	505	155	58,000
4	1401	665	204	7,880,000
7	1527	1105	430	7,633,000
8	1384	840	170	14,351,000
9	1368	870	463	15,604,000
			TOTAL TREATED	42,198,000

CURRENT MONTH'S PUMPAGE IS 3,863,000 GALLONS less **THAN LAST MONTH**

356,000 GALLONS less **THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,361,225 GALLONS

DAILY MAXIMUM PUMPED: 1,670,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 75.62 GALLONS

WATER TREATMENT:

CHLORINE: 980 LBS. FED — CALCULATED CONCENTRATION: 3.0 MG/L

FLUORIDE: 202 LBS. FED — CALCULATED CONCENTRATION: .39 MG/L

POLYPHOSPHATE: 980 LBS. FED — CALCULATED CONCENTRATION: 1.33 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
28 SATISFACTORY 0 UNSATISFACTORY (EXPLAIN)

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

MAINTENANCE:

NUMBER OF METERS REPLACED: 6 MXU'S: 20

NUMBER OF LEAKS OR BREAKS REPAIRED: 1 BATTERIES: 17

NEW CUSTOMERS:

RESIDENTIAL: 9 COMMERCIAL: 2 INDUSTRIAL/GOVERNMENTAL: 0

COMMENTS:

Badger Street 12 inch main break. 180,000 gallons lost.

United City of Yorkville
WATER DEPARTMENT REPORT

NOVEMBER 2016
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
3	1335	510	155	54,000
4	1386	664	384	11,186,000
7	1527	1125	430	7,658,000
8	1384	840	450	11,624,000
9	1368	861	498	13,523,000
			TOTAL TREATED	41,137,000

CURRENT MONTH'S PUMPAGE IS 560,000 GALLONS less **THAN LAST MONTH**

2,608,000 GALLONS more **THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,371,233 GALLONS

DAILY MAXIMUM PUMPED: 1,701,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 76.17 GALLONS

WATER TREATMENT:

CHLORINE: 1,014 LBS. FED CALCULATED CONCENTRATION: 3.0 MG/L

FLUORIDE: 157 LBS. FED CALCULATED CONCENTRATION: .59 MG/L

POLYPHOSPHATE: 980 LBS. FED CALCULATED CONCENTRATION: .97 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
23 SATISFACTORY 0 UNSATISFACTORY (EXPLAIN)

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

MAINTENANCE:

NUMBER OF METERS REPLACED: 11 NUMBER OF LEAKS OR BREAKS REPAIRED: 1
MXU'S: 35 BATTERIES REPLACED: 0

NEW CUSTOMERS:

RESIDENTIAL: 18 COMMERCIAL: 0 INDUSTRIAL/GOVERNMENTAL: 0

COMMENTS:

Main breaks: 110 S. Bridge Street: Lost 100,000 gallons

United City of Yorkville
WATER DEPARTMENT REPORT

DECEMBER 2016
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
3	1335	0	0	0
4	1386	664	384	8,996,000
7	1527	1125	430	7,136,000
8	1384	840	456	20,171,000
9	1368	861	509	7,177,000
			TOTAL TREATED	40,577,000

CURRENT MONTH'S PUMPAGE IS 253,000 GALLONS less **THAN LAST MONTH**

2,301,000 GALLONS more **THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,308,935 GALLONS

DAILY MAXIMUM PUMPED: 1,564,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 72.71 GALLONS

WATER TREATMENT:

CHLORINE: 1,032 LBS. FED — CALCULATED CONCENTRATION: 3.0 MG/L

FLUORIDE: 166 LBS. FED — CALCULATED CONCENTRATION: .74 MG/L

POLYPHOSPHATE: 924 LBS. FED — CALCULATED CONCENTRATION: .97 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
23 SATISFACTORY — 0 UNSATISFACTORY (EXPLAIN)

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

MAINTENANCE:

NUMBER OF METERS REPLACED: 4 — NUMBER OF LEAKS OR BREAKS REPAIRED: 2
MXU'S: 5 — BATTERIES REPLACED: 0

NEW CUSTOMERS:

RESIDENTIAL: 14 COMMERCIAL: 0 INDUSTRIAL/GOVERNMENTAL: 0

COMMENTS:

Main breaks: 208 West Main Street: Lost 50,000 gallons. 102 Appletree Court: Lost 100,000 gallons.

Reviewed By:	
Legal	☐
Finance	☐
Engineer	■
City Administrator	■
Human Resources	☐
Community Development	☐
Police	☐
Public Works	■
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #4

Tracking Number

PW 2017-03

Agenda Item Summary Memo

Title: Stagecoach Crossing

Meeting and Date: City Council – January 24, 2017

Synopsis: Subdivision Acceptance Consideration

Council Action Previously Taken:

Date of Action: PW – 1/17/17 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2017-03

Type of Vote Required:

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson (Name) Engineering (Department)

Agenda Item Notes:

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Memorandum

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

Date: December 21, 2016
Subject: Stagecoach Crossing

Midwest Bank has requested that the City accept the public improvements for the Stagecoach Crossing development for ownership and maintenance.

All work related to the public improvements, including any punchlist items is complete. If you recall, the City contracted for the remaining punchlist work while utilizing Midwest Bank funds to complete.

Attached is the draft Bill of Sale for the development. We recommend that the water main, sanitary sewer and sidewalk as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

As required by City Code, the developer is responsible to provide a performance guarantee to cover the one year maintenance period. This period starts after the City formally accepts the improvements. Since the improvements have been constructed and functional for quite some time, we are recommending full release of the existing security (First Midwest Bank No. 150017273-202 - $65,000).

Upon City Council approval of the acceptance and the receipt of the executed Bill of Sale and the confirmation that all bills have been paid, the existing security may then be released. If you have any questions or require additional information, please call.

BILL OF SALE

Seller, _____, in consideration of One and 00/100th Dollar ($1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 800 Game Farm Road, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Stagecoach Crossing, and generally shown on Exhibit B.

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

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

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

_____
Notary Public

EXHIBIT A
STAGECOACH CROSSING
UNITED CITY OF YORKVILLE

UTILITIES	UNITS	QUANTITY
WATER MAIN CONSTRUCTION		
6" WATER VALVE	EACH	2
8" WATER VALVE	EACH	2
12" VALVE AND VAULT	EACH	4
12"x12" PRESSURE TAPPING VALVE & VAULT	EACH	1
FIRE HYDRANT	EACH	9
6" DUCTILE IRON WATER MAIN	FOOT	71
8" DUCTILE IRON WATER MAIN	FOOT	1,250
12" DUCTILE IRON WATER MAIN	FOOT	1,242
WATER MAIN TRENCH BACKFILL	CUYD	890
SANITARY SEWER IMPROVEMENTS		
4' DIA SAN MH	EACH	8
4' DIA SAN MH W/ OUTSIDE DROP CONNECTION	EACH	1
CORE AND BOOT, EXIST SAN MH	EACH	1
SANITARY SEWER, 8" PVC	FOOT	1,473
SANITARY SEWER TRENCH BACKFILL	CUYD	2,223
SIDEWALK IMPROVEMENTS		
4" PCC SIDEWALK	SQ FT	805



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

United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
(630) 553-4350
http://www.yorkville.il.us

NO.	DATE	REVISIONS

DATE: NOVEMBER 2016
PROJECT NO.: YO1615
PATH: H:/GIS/PUBLIC/YORKVILLE/2016/
FILE: YO1603- STAGECOACH .MXD

STAGECOACH CROSSING
UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS

EXHIBIT B - LOCATION MAP

NORTH

Reviewed By:	
Legal	☐
Finance	☐
Engineer	■
City Administrator	■
Human Resources	☐
Community Development	☐
Police	☐
Public Works	■
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #5

Tracking Number

PW 2017-04

Agenda Item Summary Memo

Title: Bristol Bay Unit 3

Meeting and Date: City Council – January 24, 2017

Synopsis: Subdivision Acceptance Consideration

Council Action Previously Taken:

Date of Action: PW – 1/17/17 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2017-04

Type of Vote Required:

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson (Name) Engineering (Department)

Agenda Item Notes:

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Memorandum

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

Date: December 21, 2016
Subject: Bristol Bay Unit 3

The developer has requested that the City accept the public improvements for Bristol Bay Unit 3 for ownership and maintenance.

All work related to the public improvements, including punch list work has been completed. We recommend that the public improvements (water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees) as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

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

Along with final acceptance, there is a bond reduction to 10% of the value of the public improvements (Maintenance Guarantee). Pulte is proposing a release of the existing bonds that are in place and replacing them with a new single bond. We find this proposal to be acceptable.

The existing and new bond amounts are as follows:

Current Unit 3 Bonds

Arch Insurance Co – Bond #SU1114152	$174,260.98
Safeco Insurance Co of America – Bond #6544062	$91,042.89
Arch Insurance Co – Bond #SU1114158	$19,334.94
Total Value	$284,638.81
Original Approved EOPC	$1,723,712.01
Required New Bond Value (10% of Original)	**$172,371.00**

Upon City Council approval of the acceptance and the receipt of the executed Bill of Sale and new bond, the existing securities may then be released. If you have any questions or require additional information, please call.

BILL OF SALE

Seller, _____, in consideration of One and 00/100th Dollar ($1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 800 Game Farm Road, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Bristol Bay Unit 3, and generally shown on Exhibit B.

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

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

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

_____
Notary Public

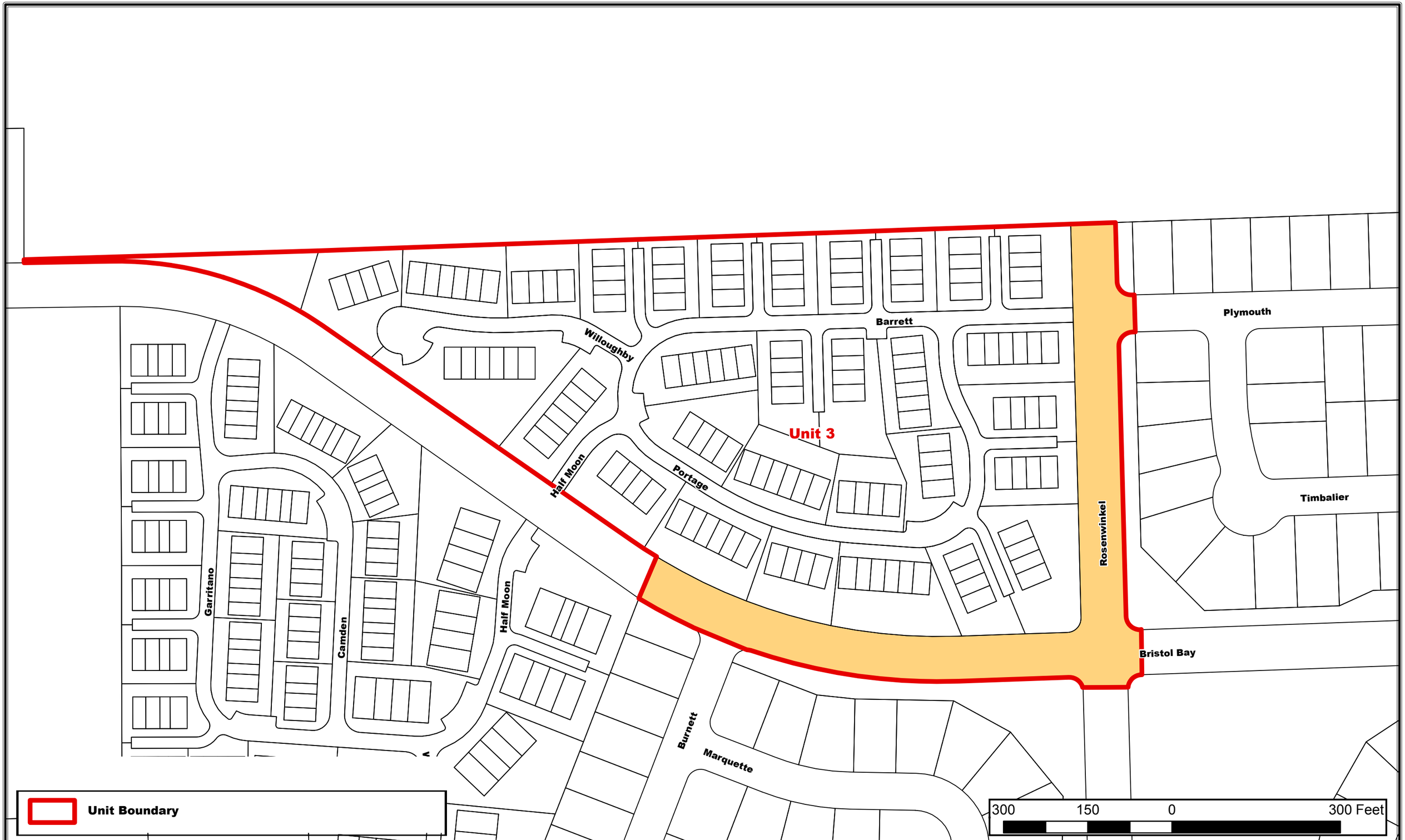
EXHIBIT A
BRISTOL BAY - UNIT 3
UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITY
STORM SEWER CONSTRUCTION		
STORM SEWERS, CLASS A, 12"	FOOT	1,303
STORM SEWERS, CLASS A, 15"	FOOT	921
STORM SEWERS, CLASS A, 18"	FOOT	997
STORM SEWERS, CLASS A, 21"	FOOT	92
STORM SEWERS, CLASS A, 24"	FOOT	264
STORM SEWERS, CLASS A, 27"	FOOT	280
STORM SEWERS, CLASS A, 30"	FOOT	657
STORM SEWERS, CLASS A, 36"	FOOT	212
STORM SEWERS, CLASS A, 42"	FOOT	815
STORM SEWERS, CLASS A, 54"	FOOT	125
CATCH BASINS, TYPE C 2' DIAMETER, TY 8 GRATE	EACH	1
CATCH BASINS, TYPE C 2' DIAMETER, R-3501-P	EACH	6
CATCH BASINS, TYPE A 4' DIAMETER, TY 1 FRAME AND CLOSED LID	EACH	1
CATCH BASINS, TYPE A 4' DIAMETER, TY 11 FRAME AND GRATE	EACH	6
CATCH BASINS, TYPE A 4' DIAMETER, R-3501-P	EACH	6
INLETS, TYPE A 2' DIAMETER, TYPE 1 FRAME AND OPEN LID	EACH	1
INLETS, TYPE A 2' DIAMETER, TYPE 11 FRAME AND GRATE	EACH	6
INLETS, TYPE A 2' DIAMETER, TYPE 8 GRATE	EACH	4
INLETS, TYPE A 2' DIAMETER, R-3501-P	EACH	12
MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME CLOSED LID	EACH	5
MANHOLES, TYPE A, 4' DIAMETER, TYPE 11 FRAME & GRATE	EACH	1
MANHOLES, TYPE A, 4' DIAMETER, TYPE 8 GRATE	EACH	4
MANHOLES, TYPE A, 4' DIAMETER, TYPE 8 FRAME & GRATE	EACH	1
MANHOLES, TYPE A, 5' DIAMETER, TYPE 1 FRAME CLOSED LID	EACH	4
MANHOLES, TYPE A, 5' DIAMETER, TYPE 8 GRATE	EACH	9
MANHOLES, TYPE A, 6' DIAMETER, TYPE 8 GRATE	EACH	3
MANHOLES, TYPE A, 7' DIAMETER, TYPE 1 FRAME CLOSED LID	EACH	1
MANHOLES, TYPE A, 7' DIAMETER, TYPE 8 GRATE	EACH	2
WATER MAIN CONSTRUCTION		
8 - INCH WATER MAIN, DUCTILE IRON	FOOT	4,582
WATER VALVE AND VALVE BOX, 8"	EACH	11
FIRE HYDRANTS WITH AUXILIARY VALVE	EACH	19
WATER SERVICE INCLUDING TRENCH BACKFILL (LONG)	EACH	67
WATER SERVICE INCLUDING TRENCH BACKFILL (SHORT)	EACH	70
TRENCH BACKFILL	CU YD	2,813

ROADWAY	UNIT	QUANTITY
ROSENWINKLE STREET	FOOT	800
BRISTOL BAY DRIVE	FOOT	840

EXHIBIT A
BRISTOL BAY - UNIT 3
UNITED CITY OF YORKVILLE

SANITARY SEWER CONSTRUCTION		
TRENCH BACKFILL	CU YD	6,725
8" PVC (SDR 26) SANITARY SEWER (<10' DEEP)	FOOT	948
8" PVC (SDR 26) SANITARY SEWER (10'-15' DEEP)	FOOT	1,978
8" PVC (SDR 21) SANITARY SEWER (15'-20' DEEP)	FOOT	257
4' MANHOLES (< 10' DEEP)	EACH	11
4' MANHOLES (10'-15' DEEP)	EACH	13
4' MANHOLES, OUTSIDE DROP	EACH	2
SANITARY SEWER SERVICE INCLUDING TRENCH BACKFILL (LONG)	EACH	70
SANITARY SEWER SERVICE INCLUDING TRENCH BACKFILL (SHORT)	EACH	67
MISCELLANOUS UNDERGROUND CONSTRUCTION		
STREETLIGHTS COMPLETE WITH CABLE	EACH	13



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

United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
(630) 553-4350
http://www.yorkville.il.us

NO.	DATE	REVISIONS

DATE:	NOVEMBER 2016
PROJECT NO.:	YO1234
PATH:	H:/GIS/PUBLIC/YORKVILLE/2012/
FILE:	YO1234-BRISTOL BAY.MXD

UNIT 3
BRISTOL BAY
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

EXHIBIT B
LOCATION MAP

NORTH

Reviewed By:	
Legal	☐
Finance	☐
Engineer	■
City Administrator	■
Human Resources	☐
Community Development	☐
Police	☐
Public Works	■
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #6

Tracking Number

PW 2017-07

Agenda Item Summary Memo

Title: 2017 Road to Better Roads Program

Meeting and Date: City Council – January 24, 2017

Synopsis: MFT Resolution Consideration

Council Action Previously Taken:

Date of Action: PW – 1/17/17 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2017-07

Type of Vote Required:

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson (Name) Engineering (Department)

Agenda Item Notes:

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Memorandum

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

Date: January 5, 2017
Subject: 2017 Roads to Better Roads Program

In accordance with the planned FY18 budget and Roads to Better Roads Program, we are proceeding with design of the 2017 program. The budgeted MFT portion of the Roads to Better Roads Program will be $300,000.

Since MFT funds are being utilized to fund a portion of the project, IDOT requires the passing of a resolution to appropriate the funds. Accordingly, please see the attached Appropriation Resolution in the amount of $300,000.

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

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

Illinois Department of Transportation

Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Council (Council or President and Board of Trustees) of the United City (City, Town or Village) of Yorkville (Name), Illinois, that there is hereby appropriated the sum of $300,000.00 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2017 (Date) to April 30, 2018 (Date).

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

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department , a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Ottawa , Illinois.

I, Beth Warren Clerk in and for the United City (City, Town or Village) of Yorkville , County of Kendall

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council (Council or President and Board of Trustees) at a meeting on January 24, 2017 (Date)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 24th day of January, 2017 .

(SEAL) _____ City (City, Town or Village) Clerk

Approved

_____
Regional Engineer
Department of Transportation

_____
Date

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Human Resources	☐
Community Development	☐
Police	☐
Public Works	■
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #7

Tracking Number

PW 2017-08

Agenda Item Summary Memo

Title: Sidewalk and Fence Replacement in Downtown Area RFP

Meeting and Date: City Council – January 24, 2017

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: PW – 1/17/17 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2017-08

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: Public Works Committee
From: Nicole Kathman, Administrative Intern
CC: Bart Olson, City Administrator
Date: January 4, 2017
Subject: RFP for Sidewalk and Fencing Replacement in Downtown Area

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Summary

Draft request for proposal for Sidewalk and Fencing Replacement in Downtown Area.

Background

As the number one City Council goal, downtown planning and improvements is a major priority. One of the many recommended projects is replacement of particular sections of fencing and sidewalks in the downtown area. In short, this is simply to remedy deterioration and inadequate infrastructure as well as improve aesthetics. This project has already been budgeted for as approved through FY 17 budget amendments that were approved at the July 26, 2016 City Council Meeting. Originally, we had communicated that this project would include a metal pedestrian safety railing along W. Van Emmon by S Main street due to a drop off into the residential yard. This is no longer being recommended as after we measured the drop off, it is not deep enough to require a railing. That being said, staff has drafted an RFP document for this scope of work and proposes the following timeline:

01/18/2016	Draft RFP to Public Works Committee
01/24/2016	Draft RFP to City Council
01/30/2016	Publish RFP
02/23/2016	Submittal Deadline
02/24/2016 – 03/15/2016	Staff Review of Submittals
03/21/2016	Recommendation to Public Works Committee
03/28/2017	Recommendation to City Council
Spring 2017	Contract Begins/Construction

Although it is not legally required for the City Council to approve the scope of the RFP before the project itself, we would like City Council endorsement. This is simply so we are able to incorporate your input as far as design into the document before going out for proposal.

Recommendation

Staff recommends approval of the attached RFP.

United City of Yorkville, Illinois
800 Game Farm Road, Yorkville, Illinois 60560
Request for Proposals

The United City of Yorkville, Illinois will accept proposals for:

Sidewalk and Fence Replacement in Downtown Area

Sealed proposals will be received at City Hall, at 800 Game Farm Road, Yorkville, Illinois 60560 **until 12:00 PM on February 23, 2016.**

Proposals will be publicly opened and read at that time in the conference room of the City Hall, 800 Game Farm Road, Yorkville, Illinois. Proposals should be submitted in sealed envelopes plainly marked "Downtown Sidewalk and Fence Replacement" to:

NICOLE KATHMAN
ADMINISTRATIVE INTERN
UNITED CITY OF YORKVILLE
800 GAME FARM ROAD
YORKVILLE, IL 60560

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

General questions regarding this Request for Proposals shall be directed to Nicole Kathman, Administrative Intern at 630-553-8565. All detailed questions concerning the actual specifications are to be forwarded by email to Eric Dhuse, Public Works Director, at edhuse@yorkville.il.us by February 17th.

The person or firm submitting the proposal shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and City which may in any manner affect the proposal.

SPECIFICATIONS

Scope of Project:

The successful bidder shall complete the following work for sidewalk and railing replacement in specified sections (Area 1 (Near 226 S. Bridge St) & Area 2 (117 W. Van Emmon)) of the downtown area of Yorkville, Illinois:

1. Removal of approximately 1201 square feet of sidewalk across both areas 1 and 2.
2. Installation of approximately 1351 square feet of sidewalk across both areas 1 and 2
3. Removal of approximately 74 linear feet of miscellaneous fencing in area 1.
4. Installation of approximately 74 linear feet of fencing in area 1
5. Removal of approximately 29 square yards of 4" depth asphalt driveway in area 2.
6. Replacement of approximately13 square yards of 4" depth asphalt in area 2
7. Site Restoration of approximately 77 square yards across both areas 1 and 2
8. Traffic Control (properly barricade and block construction areas both during working and nonworking hours)

Maps that specify the locations for the project are included at the end of the RFP.

Fence Standards:

1. Fence shall be powder coated black.
2. Fence shall be made of galvanized steel
   The Contractor shall follow specifications for guards as outlined in Section 1013 (Guards) in Chapter 10 of the 2009 International Building Code. The entire document can be found at http://codes.iccsafe.org/app/book/toc/2009/I-Codes/2009%20IBC%20HTML/index.html

Sidewalk Standards:

1. The Contractor shall specifications for sidewalks as outlined in Section 424 (Portland Cement Concrete Sidewalk) of the Standard Specifications for Road and Bridge Construction in Illinois as adopted in 2012. The entire document can be found at http://www.idot.illinois.gov/assets/uploads/files/doing-business/manuals-guides-&-handbooks/highways/construction/standard-specifications/12specbook.pdf

Site Restoration Standards:

1. The Contractor shall ensure that all debris generated by the sidewalk removal and replacement process are raked and removed from the location. 4" of topsoil shall be placed and compacted as best possible until original ground level is reached, along sides of sidewalk. The disturbed areas shall be seeded. Site Cleanup shall be completed after each day. The work area includes the street & curb, parkway, sidewalk, private lawns, driveways and any area affected by the work. If site cleanup is to be delayed for any particular reason, barricades, cones and/or caution tape must be used until the site is clean as determined by the City of Yorkville Building Code Official. Upon completion of

the entire removal and replacement of sidewalk, the site should be returned to the same condition that existed in prior to work being done

Conditions:

A pre-construction meeting shall be held with the City of Yorkville and the contractor no less than five (5) business days before the start of any work. All work shall be conducted between the hours of seven o'clock (7:00) am and
five o'clock (5:00) pm, Monday through Saturday. All work items shall be completed in full and to the satisfaction of the City of Yorkville Building Code Official within thirty (30) business days.

Proposal Selection:

The City of Yorkville will select contractors, which in its opinion, best meets the intention of the project scope and budget. The selected proposals may be required to adjust the work items to accommodate project scope and budget constraints at the direction of the City.

UNITED CITY OF YORKVILLE, ILLINOIS
SPECIAL CONDITIONS

1. *Persons submitting proposals Qualifications*. If requested, the interested Person submitting the proposal must provide a detailed statement regarding the business and technical organization of the Person submitting the proposal that is available for the work that is contemplated. Information pertaining to financial resources, experiences of personnel, previously completed projects, plant facilities, and other data may also be required to satisfy the City that the Person submitting the proposal is equipped and prepared to fulfill the Contract should the Contract be awarded to him. The competency and responsibility of Persons submitting proposals and of their proposed subcontractors will be considered in making awards.

If requested by the City, the Person submitting the proposal shall include a complete list of all equipment and manpower available to perform the work intended on the Plans and Specifications. The list of equipment and manpower must prove to the City that the Person submitting the proposal is well qualified and able to perform the work, and it shall be taken into consideration in awarding the Contract.

The City may make such investigations as it deems necessary, and the Person submitting the proposal shall furnish to the City all such information and data for this purpose as the City may request. A responsible Person submitting the proposal is one who meets all of the following requirements:

- Have adequate financial resources or the ability to secure such resources.
- Have the necessary experience, organization, and technical qualifications, and has or can acquire, the necessary equipment to perform the proposed Contract.
- Is able to comply with the required performance schedule or completion date, taking into account all existing commitments.
- Has a satisfactory record of performance, integrity, judgment, and skills.
- Is qualified and eligible under all applicable laws and regulations.

If the Person submitting the proposal possesses a current Illinois Department of Transportation "Certificate of Eligibility" with an amount for the work specified at least equal to the minimum amount of qualification indicated on the Legal Notice he may choose to provide the City a copy of the certificate in lieu of providing the above mentioned Persons submitting proposals Qualification requirements.

2. *Basis of Payment*: the Contractor shall submit with each payment request the Contractor's Partial Waiver of Lien for the full amount of the requested payment. Beginning with the second payment request, and with each succeeding payment request, the Contractor shall submit partial waivers of lien for each subcontractor and supplier showing that the amount paid to date to each is at least equivalent to the total value of that subcontractor's work, less retainage, included on the previous payment request. The Contractor's request for final payment shall include the Contractor's Final Waiver of Lien which shall be for the full amount of his Contract, including any change orders thereto, and Final Waivers of Lien from all subcontractors and suppliers for which Final Waivers of Lien have not previously been submitted.

3. *Project Acceptance Procedures*: All final pay item quantities shall be agreed upon between the City and the Contractor, and a final invoice shall be submitted by the Contractor, complete with all required waivers of lien and surety. Approval of the final pay estimate by the Director of Public Works shall constitute acceptance of the project by the United City of Yorkville, and written notice of such action shall be given to the Contractor. The date of approval of the final pay estimate shall be the Date of Acceptance, and shall also be the date of the Start of Guarantee.

Prior to the required Date(s) of Substantial Completion, a partial project acceptance may be granted in accordance with the foregoing procedure for entire project acceptance, with the exception that the pay estimate for the quantities of items included in the partial project acceptance shall not be the final pay estimate for the entire project. In the case of the City's acceptance of any portion of the work as may be required because of the inclusion of a Date of Substantial Completion requirement, or for other reasons as may be agreed to by the United City of Yorkville, such

partial acceptance action shall not constitute acceptance of any other portion of the project not noted in the written notice of partial acceptance which shall be provided to the Contractor by the Director of Parks and Recreation.

4. *General Guarantee*: Neither the final certificate of payment nor any provision in the Contractor Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The United City of Yorkville will give notice of observed defects with reasonable promptness. The Contractor shall guarantee all materials and workmanship as defined by the Performance Bond, Labor and Material Payment Bond, and Maintenance Bond requirements, if required.

Unless otherwise amended in writing by the Director of Public Works, the date of the Start of any Guarantees, Warranties and Maintenance Bonds shall be coincident with the Date of Acceptance of the entire project.

5. Termination of Contract: the United City of Yorkville reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event that sufficient funds to complete the Contract are not appropriated by the corporate authorities of the United City of Yorkville.

The United City of Yorkville further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor 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 of default and termination, the United City of Yorkville may procure, upon such terms and in such manner as the United City of Yorkville may deem appropriate, supplies or services similar to those so terminated.

The Contractor shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the United City of Yorkville that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor.

6. *Notification of Work*: The Contractor shall notify the City's Director of Public Works 48 hours prior to commencement of work.

7. *Cleaning*: During construction, the Contractor and his subcontractors shall remove from the premises, rubbish, waste material, and accumulations, and shall keep the premises clean. The Contractor shall keep the premises clean during construction to the satisfaction of the Director of Public Works.

8. *Business/Resident Notification*: The Contractor shall not close any street or private driveway without the consent of the Director of Public Works, and the proper notification of the affected business/resident.

9. *Use of Fire Hydrants*: no fire hydrants shall be used to obtain water for non-emergency use. Water can be purchased and obtained at the City's Public Works Building.

UNITED CITY OF YORKVILLE, ILLINOIS

GENERAL CONDITIONS

These General Conditions apply to all proposals requested and accepted by the City and become a part of the contract unless otherwise specified. Persons submitting proposals or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. The City assumes that submission of a proposal means that the person submitting the proposal has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. **Forms** – All proposals must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces. All proposal forms may be obtained from the **Office of the Administrator, 800 Game Farm Road, Yorkville, Illinois 60560** and when completed delivered to the same Office prior to the proposal closing date and time. Persons submitting proposals may attach separate sheets for the purpose of explanation, exception, or alternative proposal and to cover required unit prices.

2. **Submittal of Proposal** – Proposals must be submitted to the attention of the Administrative Intern.

3. **Examination of Proposal Forms, Specifications, and Site** – The person submitting the proposal shall carefully examine the proposal forms which may include the request for proposal, instruction to Persons submitting proposals, general conditions, special conditions, plans, specifications, proposal form, bond, and any addenda to them, and sites of the proposed work (when known) before submitting the proposal. The person submitting the proposal shall verify all measurements relative to the work, shall be responsible for the correctness of same. The person submitting the proposal will examine the site and the premises and satisfy themselves as to the existing conditions under which the person submitting the proposal will be obligated to operate. Failure of the person submitting the proposal to notify the City, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional moneys will be added to the contract. The successful person submitting the proposal must notify all utility companies that are a part of J.U.L.I.E. of the responsibility of each utility company to locate its utilities.

   The submission of the proposal shall be considered conclusive evidence that the person submitting the proposal has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to character, quality, quantities, and costs of work to be performed and materials to be furnished, and as to the requirements of the proposal forms. If the proposal is accepted, the person submitting the proposal will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and the City shall not be responsible for any charge for extra work or change in anticipated profits resulting from such failure or neglect.

4. **Scope of Work** – The person submitting the proposal shall supply all required supervision, skilled labor, transportation, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The person submitting the proposal shall supply, maintain and remove all equipment for the performance of the work and be responsible for the safe, proper and lawful construction, maintenance and use of the same. This work shall be completed to the satisfaction of the City. The person submitting the proposal shall provide adequate protection of the job site to protect the general public and adjacent property. The City is not responsible for site safety. The person submitting the proposal is solely and exclusively responsible for construction means, methods, technologies and site safety.

5. **Completeness** – All information required by the Request for Proposal must be supplied to constitute a responsive proposal. The Person submitting the proposal shall include the completed Proposal Sheet. The City will strictly hold the person submitting the proposal to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the person submitting the proposal.

6. **Error in Proposals** – When an error is made in extending total prices, the unit proposal price and/or written words shall govern. Otherwise, the person submitting the proposal is not relieved from errors in proposal preparation. Erasures in proposals must be explained over signature of person submitting the proposal.

7. **Withdrawal of Proposals** – A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by the Administrative Intern prior to the Closing Date.

8. **Person submitting the proposal Interested in More than One Proposal** – Unless otherwise specified, if more than one proposal is offered by any one party, by or in the name of his or their agent, partner, or other persons, all such proposals may be rejected. A party who has quoted prices on work, materials, or supplies to other Persons submitting proposals is not thereby disqualified from quoting prices to other Persons submitting proposals or from submitting a proposal directly for the work, materials, or supplies.

9. **Person submitting the proposal's qualifications** – No award will be made to any person submitting the proposal who cannot satisfy to the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The City's decision or judgment on these matters shall be final and binding. The City may make such investigations as it deems necessary. The person submitting the proposal shall furnish to the City all information and data the City may request for the purpose of investigation.

10. **Proposal Award for All or Part** – Unless otherwise specified, proposals shall be submitted for all of the work or items for which proposals are requested. The City reserves the right to make award on all items, or any of the items, according to the best interests of the City.

11. **Samples** – Samples or drawings requested shall be delivered and removed at no cost to the City. The City shall not be responsible for damage to samples. Samples shall be removed by the person submitting the proposal within thirty (30) days after notification. Samples must be submitted prior to the time set for the opening of proposals.

12. **Equipment or Materials** – Each person submitting the proposal shall submit catalogs, descriptive literature, and detailed drawings necessary to fully describe those features or the material or work not covered in the specifications. The parts and materials proposals must be of current date (latest model) and meet specifications. This provision excludes surplus, remanufactured, and used products except as an alternate proposal. The brand name and/or manufacturer of each item proposed must be clearly stated in the proposal. Guarantee and/or warranty information must be included with this proposal.

13. **Toxic Substance** – Prior to delivery of any material which is caustic, corrosive, flammable or dangerous to handle, the supplier shall provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid (Material Safety Date Sheet).

14. **Delivery** – Where applicable all materials shipped to the City must be shipped F.O.B. delivered, designated location, Yorkville, Illinois. If delivery is made by truck, arrangements must be made in advance by the person submitting the proposal, with concurrence by the City, for receipt of the materials. The materials must be delivered where directed.

15. **Estimated Proposal Quantities** – On "Estimated Quantities", the City may purchase more or less than the estimates. The Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

16. **Trade Names – Alternative Proposal** – When an item is identified in the specifications by a manufacturer's or trade name or catalog number, the person submitting an alternative shall identify that item.

If the specifications state "or equal" proposals on other items will be considered provided the person submitting the proposal clearly identifies in his proposal the item to be furnished, together with any descriptive matter which will indicate the character of the item.

Persons submitting proposals which deviate from these specifications, but which they believe are equivalent, are requested to submit alternate proposals. However, ALTERNATE PROPOSALS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The proposal must be accompanied by complete specifications for the items offered. Persons submitting proposals wishing to submit a secondary proposal must submit it as an alternate proposal.

The City shall be the sole and final judge unequivocally as to whether any substitute from the specifications is of equivalent or better quality.

17. **Price** – Unit prices shall be shown for each unit on which there is a proposal as well as the aggregate price and shall include all packing, crating, freight and shipping charges, and cost of unloading at the destination unless otherwise stated in the proposal.

    Unit prices shall not include any local, state, or federal taxes. The City is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation and Use Tax and Federal Excise Tax. The City will supply the successful person submitting the proposal with its tax exemption number.

    Cash discounts will not be considered in determining overall price, but may be used in an overall evaluation.

18. **Consideration of Proposal** – No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or had failed to perform faithfully any previous contract with the City.

    The person submitting the proposal, if requested, shall present within 48 hours evidence satisfactory to the City of performance ability and possession of necessary facilities, pecuniary recourses and adequate insurance to comply with the terms of these specifications and contract documents.

19. **Execution of Contract** – The successful person submitting the proposal shall, within fourteen (14) days after notification of the award: (a) enter into a contract in writing with the City covering all matters and things as are set forth in the specifications and his proposal and (b) carry insurance acceptable to the City, covering public liability, property damage, and workmen's compensation.

    After the acceptance and award of the proposal and upon receipt of a written purchase order executed by the proper officials of the City, this Instruction to Persons submitting proposals, including the specifications, will constitute part of the legal contract between the United City of Yorkville and the successful person submitting the proposal.

20. **Compliance with All Laws** – All work under the contract must be executed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations which may in any manner affect the preparation of the proposal or performance of the contract.

21. **Prevailing Wage** – Not less than the prevailing rate of wages as established by the City shall be paid by the Contractor and each subcontractor to its laborers, workers, and mechanics constructing public works under this contract as determined by the Illinois Department of Labor pursuant to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.). It shall be the responsibility of the Contractor to monitor the prevailing wage rates for any increase in rates during the contract and adjust wage rates accordingly. The current prevailing wage rates are available on the Illinois Department of Labor web site at www.state.il.us/agency/idol or by calling the United City of Yorkville at 708-283-4950.

The Contractor and its subcontractors shall comply with Section 5 of the Act that requires the Contractor and its subcontractors to submit to the City monthly certified payroll records along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor or subcontractor is aware that filing records it knows to be false is a Class B misdemeanor. Each month's certified payroll(s) must be filed with the City before the end of the next month or prior to payment by the City for work that includes that payroll.

22. **Compliance with the Substance Abuse Prevention on Public Works Projects Act** – The Contractor and its Subcontractors shall comply with the Substance Abuse Prevention on Public Works projects Act (820 ILCS 265/1 et seq.) and prior to commencing work on a "public works" project (as defined in the Prevailing Wage Act) file with the City its program to comply with the Act or file that portion of its collective bargaining agreement that deals with the matters covered by the Act.

23. **Equal Employment Opportunity** – During the performance of the contract and/or supplying of materials, equipment, and suppliers, person submitting the proposal must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal opportunity requirements.

24. **Contract Alterations** – No amendment of a contract shall be valid unless made in writing and signed by the City Administrator or his authorized agent.

25. **Notices** – All notices required by the contract shall be given in writing.

26. **Nonassignability** – The Contractor shall not assign the contract, or any part thereof, to any other person, firm, or corporation without the previous written consent of the City Administrator. Such assignment shall not relieve the Contractor from his obligations, or change the terms of the contract.

27. **Indemnity** – To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may anywise result therefore, except that arising out of the sole legal cause of the City, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

    Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its officials, agents, and employees as herein provided.

28. **Insurance** – In submission of a proposal, the person submitting the proposal is certifying that he has all insurance coverages required by law or would normally be expected for person submitting the proposal's type of business. In addition, the person submitting the proposal is certifying that he has or will obtain at least the insurance coverages on the attached Insurance requirements.

29. **Default** – The City may terminate a contract by written notice of default to the Contractor if:

    a. The Contractor fails to make delivery of the materials or perform the services within the time specified in the proposal, or

    b. fails to make progress so as to endanger performance of the contract, or

c. fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as required.

If the City terminates the contract, the City may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for similar supplies and services, unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

30. **Inspection** – The City shall have a right to inspect, by its authorized representative, any material, components, or workmanship as herein specified. Materials, components, or workmanship that has been rejected by the authorized representative as not in accordance with the terms of the specifications shall be replaced by the Contractor at no cost to the City.

31. **Supplementary Conditions** – Wherever special conditions are written into the specifications or supplementary conditions which are in conflict with conditions stated in these Instructions to Person submitting the proposal, the conditions stated in the specifications or supplementary conditions shall take precedence.

32. **Permits and Licenses** – The successful person submitting the proposal and their subcontractor(s) shall obtain, at their own expense, all permits and licenses which may be required to complete the contract. Fees for all City permits and licenses shall be waived.

33. **Person submitting the proposal's Certification** – - In compliance with the Illinois State Law that requires each person submitting the proposal to file a certification regarding proposal rigging and proposal rotating and that it is not delinquent in its taxes.

34. **Change Orders** – After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the person submitting the proposal must be the result of an approved change order first ordered by the Director of Community Development and approved by the City Administrator and/ or City Council.

35. **Time of Completion** – The successful person submitting the proposal shall completely perform its proposal in strict accordance with its terms and conditions within the number of consecutive calendar days after notification of award of the contract as stated in the proposal proposal.

36. **Payment** – Payment will be made within thirty (30) days after acceptance of the job by the City after the completion of the work as covered within the contract documents.

37. **Guarantees and Warranties** – All guarantees and warranties required shall be furnished by the successful person submitting the proposal and shall be delivered to the City before final payment on the contract is issued.

38. **Waiver of Lien** – where applicable a waiver of lien and contractor's affidavit must be submitted by the successful person submitting the proposal, verifying that all subcontractors and material invoices have been paid prior to the City approving final payment.

PROPOSAL

Note: The Person submitting the proposal must complete all portions of this Proposal

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor and incidentals specified for the price below.

It is understood that the City reserves the right to reject any and all proposals and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than ninety (90) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

	Item	**Quantity**	**Unit**	**Price**	**Cost**
1	PCC Sidewalk Removal	1201	SF		
2	PCC Sidewalk Replacement 5’	830	SF		
3	PCC Sidewalk Replacement 7’	511	SF		
4	Asphalt Removal 4” Depth	29	SY		
5	Asphalt Replacement 4” Depth	13	SY		
6	Miscellaneous Fencing Removal	74	LF		
7	Fence Replacement	74	LF		
8	Site Restoration	77	SY		
9	Traffic Control	1	LS		

TOTAL: **$_____**

I, _____, do represent that I am (title) _____ of (company) _____, and that the attached submittal complies in all respects with the safety and accessibility standards as set forth in this request for proposals either by inclusion or by reference. **Please attach required submittals and any additional supporting information.**

___ Our firm has not altered any of the written texts within this document. Only those areas requiring input by the respondent have been changed or completed.

___ Our firm will comply with the Prevailing Wage requirements as outlined in section entitled "*A. General Conditions"* and Public Act 095-0635.

If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of the Contract, the City must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of proposal submittal.

	YES	NO
Will you be utilizing a subcontractor?	____	____
If yes, have you included all required Information with your proposal submittal?	____	____

or

NO PROPOSAL – Keep our company on your Persons submitting proposals List

_____
Signature

_____
Date

NO PROPOSAL – Remove our company from Your Persons submitting proposals List

_____
Signature

_____
Date

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

The Person submitting the proposal is not barred by law from submitting a proposal to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or b720 ILCS 5/33-4 (Proposal Rotating); and that

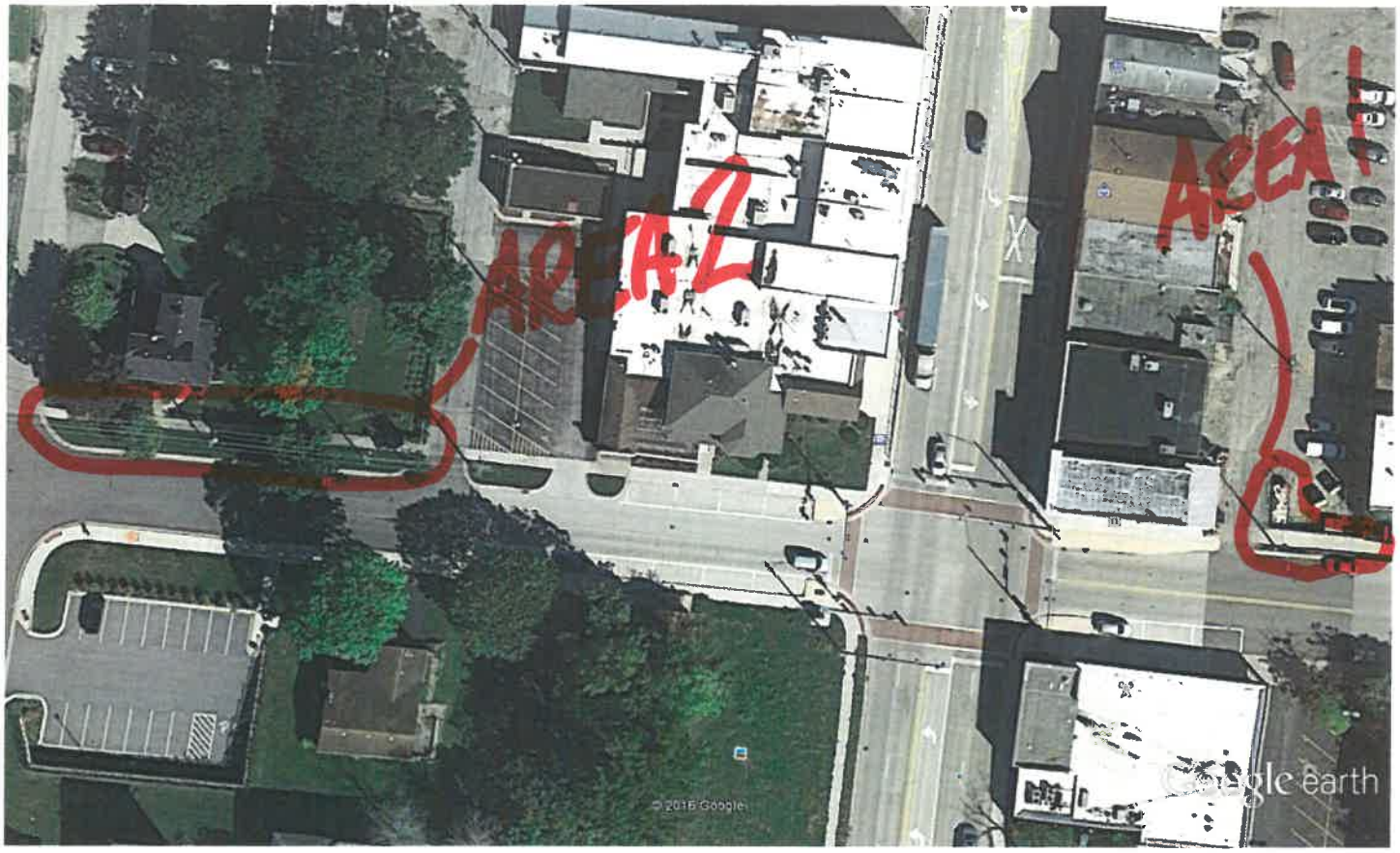
The Person submitting the proposal is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

The Person submitting the proposal provides a drug free workplace pursuant to 30 ILCS 580/1, *et seq*., and that

The Person submitting the proposal certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635; and that

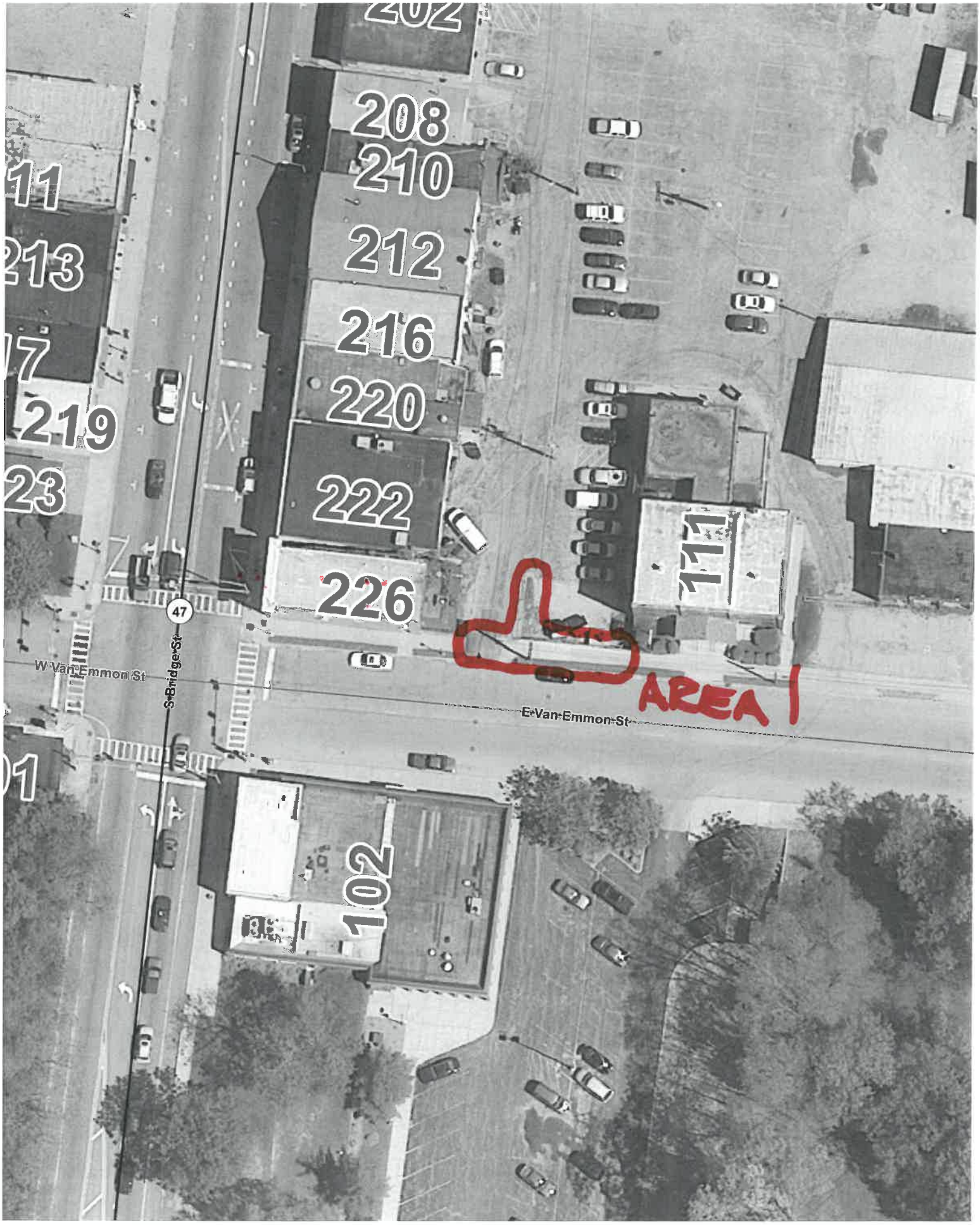
The Person submitting the proposal is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101 *et seq*. including establishment and maintenance of sexual harassment policies and program.

_____	_____
Firm Name	Signed Name and Title
_____	_____
Street Address	Print Name and Title
_____	_____
City State Zip	E-mail Address
_____	_____
Phone Number	Fax Number
_____	
Date	



Google earth

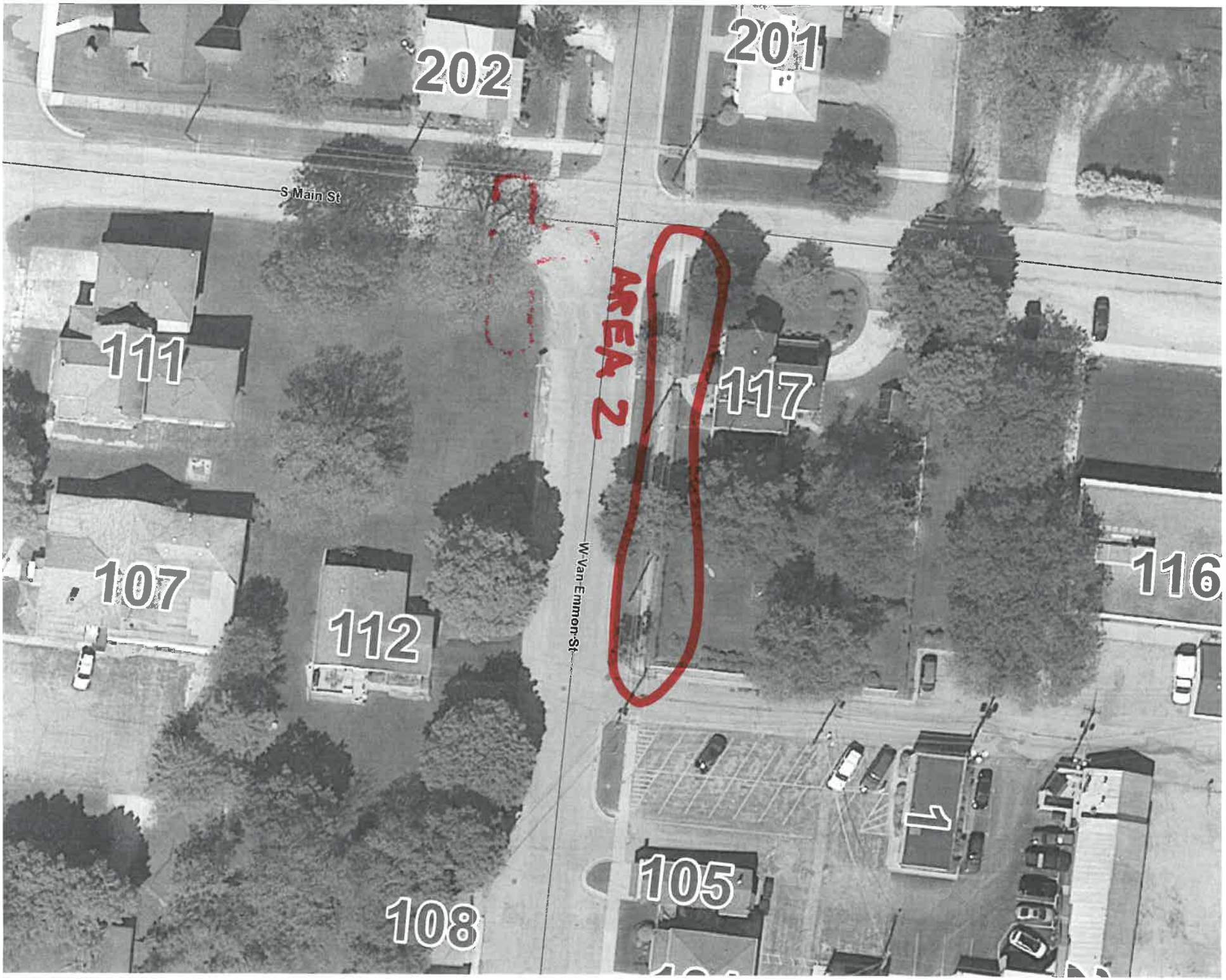
feet 300
meters 90


202
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S Bridge St
W Van Emmon St
E Van Emmon St
AREA 1



Google earth

feet 9
meters 2


202
201
S Main St
AREA 2
111
117
107
112
W Van Emmon St
116
1
105
108



Google earth

feet 10
meters 3



Google earth

feet 10
meters 3

Reviewed By:	
Legal	☐
Finance	☐
Engineer	■
City Administrator	■
Human Resources	☐
Community Development	☐
Police	☐
Public Works	■
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #8

Tracking Number

PW 2016-84

Agenda Item Summary Memo

Title: Well No. 3 – Layne Proposal

Meeting and Date: City Council – January 24, 2017

Synopsis: Consideration of Contract Award

Council Action Previously Taken:

Date of Action: PW – 1/17/17 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2016-84

Type of Vote Required:

Council Action Requested: Consideration of Contract Award

Submitted by: Brad Sanderson Engineering

Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Lisa Pickering, Deputy City Clerk

Date: January 5, 2017
Subject: Well No. 3

This memo is to present the formal proposal from Layne to abandon the well as recommended by staff at the December 20, 2016 Public Works Committee Meeting. Layne's proposal is attached and can be summarized as follows:

Well Abandonment	**$37,450**
Pump and Motor Decommissioning	**$13,800 (Note Layne has offered to purchase; net cost could be $0)**
Salvage Value of Misc. Equip.	**($1,894) Credit**

Staff is recommending that Layne be given ownership of the pump and motor as there is no value for the City to keep on hand. Staff is also recommending that the miscellaneous equipment as described in the proposal be salvaged by Layne.

Staff is recommending approving the contract with Layne in an amount not to exceed **$35,556** ($37,450 – $1,894).

January 4, 2017

United City of Yorkville
ATTN: Eric Dhuse, Director of Public Works
800 Game Farm Road
Yorkville, IL 60506

RE: United City of Yorkville
Well No. 3

Dear Brad:

Per our conference call, we are pleased to submit our proposal to properly abandon the City's Well No. 3.

The proper abandonment of Well No. 3 would fall under the jurisdiction of the Kendall County Health Department (KCHD) and must be performed by an Illinois Licensed Water Well Contractor. In a typical well abandonment project, we would contact KCHD ahead of time to obtain their approval of our proposed plugging procedure. For this estimate, we assume the following procedure would be suitable to KCHD:

- Backfill with disinfected pea gravel from the existing depth of 1,298 feet to 825 feet, or just below the bottom of the 12" liner.
- Backfill the well with bentonite chips from 825 feet to 700 feet, the necessary plug to isolate the St. Peter and Galesville sandstones.
- Backfill with disinfected pea gravel from 700 feet to approximately 450 feet, or 20 feet below the 16" well casing.
- Backfill from 450 feet to ground level with bentonite chips.

Prior to the commencement of the well abandonment work, KCHD would be contacted at least 48 hours in advance so that they can witness all or part of the abandonment. Following the completion of the work, Layne, as an Illinois Licensed Water Well Contractor, would fill out and submit the necessary Water Well Sealing Form.

Based upon the above abandonment procedure, the total labor and materials Base cost would be **$37,450.00.**

We have estimated needing 48,000 lbs. of bentonite chips and 44 tons of disinfected pea gravel. For more or less of these quantities, we would add or deduct $0.27/lb. and $70.00/ton, respectively.

As you know, the 150 HP Byron Jackson Type H submersible pump was pulled so that the television survey could be performed. The pump is currently in storage in our Aurora, Illinois yard. Should the final decision be made to abandon Well No. 3, this pump would need to be disposed of properly since it is smaller than any of the other city well pumps.

Due to the July, 2012 IEPA legislation concerning mercury seals in motors, the 150 HP Byron Jackson submersible motor must be properly decommissioned. As the Byron Jackson dealer in northern Illinois, Layne strongly recommends the use of Flowserve/Byron Jackson's authorized decommissioning subcontractor, Bethlehem Apparatus. Bethlehem Apparatus would receive the motor in its present condition, completely disassemble the motor, and decommission all motor parts such that they can attest to the fact that **99.9% of the mercury has been removed and disposed of properly**. An official certificate would be provided to the City to back up this documentation. Without this documentation, the City would have no clue if the disposal was done properly, opening itself up for the possibility of future repercussions.

Including the truck freight to Pennsylvania for this work, the total cost of the motor decommissioning would be **$13,800.00.**

Layne would see some value in this motor for use in a possible temporary test pump installation in the future, we could offer to *completely credit* this decommissioning cost if ownership of the motor is turned over to Layne. We would not be able to provide any additional credits over and above the savings in the decommissioning costs, since this motor cannot be resold.

We could also offer salvage value for the 8" column pipe, power cable, and the 9 Stage – 11MQL Byron Jackson cast iron bowl assembly. Again, there is very little resale value, so we are essentially talking about the scrap value for these components, and/or possible use in possible test pump applications; the salvage value would be ***$1,894.00.***

The waiving of the motor decommissioning cost and the above materials credit to the well abandonment costs are only applicable if Layne is awarded this project. We would apply the credit to the invoice.

We appreciate the opportunity to be able to provide these estimates. If you have any questions, please don't hesitate to give us a call.

Yours very truly,

Thomas P. Healy

Work Authorized by: _____
Signature

Thomas P. Healy, P.E.
Manager of Projects
Layne Christensen Company

Name_____ Title _____

Date _____

CC: Brad Sanderson, EEI

Reviewed By:	
Legal	☐
Finance	■
Engineer	☐
City Administrator	■
Human Resources	☐
Community Development	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #9

Tracking Number

ADM 2017-02

Agenda Item Summary Memo

Title: Monthly Treasurer's Report for November and December 2016

Meeting and Date: City Council – January 24, 2017

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: ADM – 1/18/17 Action Taken: Moved forward to CC consent agenda

Item Number: ADM 2017-02

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson (Name) Finance (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
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UNITED CITY OF YORKVILLE

TREASURER'S REPORT - for the month ending November 30, 2016

Cash Basis

	Beginning Fund Balance	November Revenues	YTD Revenues	Revenue Budget	% of Budget	November Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	5,691,706	812,876	9,997,908	14,516,822	69%	1,420,421	8,123,946	14,967,654	54%	7,565,668
Special Revenue Funds										
15 - Motor Fuel Tax	883,223	37,838	318,420	512,577	62%	19,589	431,986	740,580	58%	769,656
79 - Parks and Recreation	500,762	127,182	1,193,397	1,654,988	72%	129,788	1,067,270	1,796,995	59%	626,889
72 - Land Cash	212,318	4,102	98,386	489,000	20%	2,351	63,852	453,855	14%	246,852
87 - Countryside TIF	(549,946)	39,387	215,360	200,000	108%	81,580	159,616	162,759	98%	(494,202)
88 - Downtown TIF	253,703	1,548	68,707	70,050	98%	8,761	57,807	478,530	12%	264,603
11 - Fox Hill SSA	(3,780)	0	7,263	7,073	103%	7,081	9,268	11,333	82%	(5,785)
12 - Sunflower SSA	(31,175)	0	20,456	20,392	100%	548	2,208	17,534	13%	(12,926)
Debt Service Fund										
42 - Debt Service	-	23,365	208,423	320,675	65%	-	25,838	320,675	8%	182,585
Capital Project Funds										
25 - Vehicle & Equipment	1,841	20,563	412,546	240,883	171%	42,544	218,668	293,617	74%	195,719
23 - City-Wide Capital	3,003,908	31,826	605,505	1,823,662	33%	766,764	2,015,094	3,796,671	53%	1,594,319
Enterprise Funds										
* 51 - Water	5,196,289	46,775	8,706,759	3,794,908	229%	938,425	10,473,403	6,631,429	158%	3,429,645
* 52 - Sewer	1,570,874	105,450	1,388,804	2,534,994	55%	56,890	698,449	2,965,298	24%	2,261,229
Library Funds										
82 - Library Operations	499,355	10,614	672,076	731,887	92%	57,966	405,179	756,943	54%	766,251
83 - Library Debt Service	-	10,366	746,120	752,771	99%	-	101,385	752,771	13%	644,735
84 - Library Capital	14,807	4,001	37,606	20,010	188%	3,462	19,715	11,895	166%	32,698
Total Funds	**17,243,885**	**1,275,894**	**24,697,736**	**27,690,692**	**89%**	**3,536,169**	**23,873,683**	**34,158,539**	**70%**	**18,067,937**

* 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

UNITED CITY OF YORKVILLE

TREASURER'S REPORT - for the month ending December 31, 2016

Cash Basis

	Beginning Fund Balance	December Revenues	YTD Revenues	Revenue Budget	% of Budget	December Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	5,691,706	1,184,085	11,181,994	14,516,822	77%	1,292,523	9,416,469	14,967,654	63%	7,457,231
Special Revenue Funds										
15 - Motor Fuel Tax	883,223	47,335	365,754	512,577	71%	49,553	481,540	740,580	65%	767,438
79 - Parks and Recreation	500,762	115,628	1,308,879	1,654,988	79%	168,440	1,235,709	1,796,995	69%	573,932
72 - Land Cash	212,318	5,393	103,778	489,000	21%	5,932	69,784	453,855	15%	246,313
87 - Countryside TIF	(549,946)	-	215,360	200,000	108%	61	159,677	162,759	98%	(494,263)
88 - Downtown TIF	253,703	-	68,707	70,050	98%	15,708	73,515	478,530	15%	248,895
11 - Fox Hill SSA	(3,780)	-	7,263	7,073	103%	1,120	10,388	11,333	92%	(6,905)
12 - Sunflower SSA	(31,175)	-	20,456	20,392	100%	-	2,208	17,534	13%	(12,926)
Debt Service Fund										
42 - Debt Service	-	22,473	230,896	320,675	72%	295,075	320,913	320,675	100%	(90,017)
Capital Project Funds										
25 - Vehicle & Equipment	1,841	14,262	426,808	240,883	177%	23,340	242,008	293,617	82%	186,641
23 - City-Wide Capital	3,003,908	187,600	793,105	1,823,662	43%	608,679	2,623,773	3,796,671	69%	1,173,240
Enterprise Funds										
* 51 - Water	5,196,289	588,478	9,295,237	3,794,908	245%	1,444,425	11,917,829	6,631,429	180%	2,573,698
* 52 - Sewer	1,570,874	310,432	1,699,235	2,534,994	67%	1,584,453	2,282,903	2,965,298	77%	987,207
Library Funds										
82 - Library Operations	499,355	4,740	676,815	731,887	92%	72,535	477,714	756,943	63%	698,456
83 - Library Debt Service	-	113	746,233	752,771	99%	651,385	752,770	752,771	100%	(6,537)
84 - Library Capital	14,807	2,901	40,508	20,010	202%	2,740	22,455	11,895	189%	32,859
Total Funds	**17,243,885**	**2,483,438**	**27,181,029**	**27,690,692**	**98%**	**6,215,969**	**30,089,653**	**34,158,539**	**88%**	**14,335,261**

* 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	■
Finance	■
Engineer	☐
City Administrator	■
Human Resources	☐
Community Development	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #10

Tracking Number

ADM 2017-06

Agenda Item Summary Memo

Title: NIMEC Bid for Electric Accounts

Meeting and Date: City Council – January 24, 2017

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: ADM – 1/18/17 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2017-06

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson (Name) Finance (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
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Memorandum

To: Administration Committee
From: Rob Fredrickson, Finance Director
Date: January 6, 2017
Subject: NIMEC Bid

Since 2008 staff has solicited bids from the Northern Illinois Municipal Electric Cooperative (NIMEC) for the purposes of securing an electrical supplier at the lowest possible cost for the City's various water treatment plants, lift stations and wells. Recently NIMEC has contacted staff stating that they will begin soliciting bids from suppliers (Integrys, Constellation and MC Squared) between February 1st and March 31st, depending on market conditions. NIMEC will refrain from bidding, as long as electric rates continue to decline. Once rates begin to trend upward, NIMEC will provide staff with 3-5 days' advance notice and set a bid date. Once the winning bid has been identified and presented to the City, staff will have approximately 24 hours to decide whether or not to except.

Because of this short time frame, staff is requesting that the City Council pass a resolution (attached) authorizing the City Administrator to approve the lowest bid, at his discretion, and to sign contracts to secure the provision of electricity from the lowest bidder as presented by NIMEC for a one, two or three year period. This authority would be effective only for the current NIMEC bid cycle, which ends March 31, 2017.

Rob Fredrickson

From: David Hoover [dhoover@nimec.net]
Sent: Wednesday, January 04, 2017 12:55 PM
To: Rob Fredrickson
Cc: Erin Willrett
Subject: IImportant: Upcoming NIMEC bid
Attachments: Resolution Memo. City H2O.docx; Resolution - Sample - City.docx

Importance: High

Categories: Important

NIMEC
NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE
BANDING TOGETHER TO DRIVE DOWN PRICING

Dear Rob,

Yes, it is that time of year again, to prepare for the annual NIMEC bid. Your water treatment/pumping accounts are due to expire in May.

We will be holding the bid sometime between February 1 and March 31, depending upon market conditions. If rates are flat or declining, we will hold off on the bid, until a market bottom is reached. NIMEC will deliver weekly updates on the status of the bid date. Once the bid date is set, we will provide 3-5 days of advance notice.

Because of the commodity nature of the power market, the bids must be accepted on the day of the bid. Therefore, *it is imperative that during the month of January, your board delegate signing authority to the appropriate staff to accept the bid and execute the supply agreement*. (If your board has previously delegated this authority, no further action is needed at this time.)

NIMEC will be providing 12, 24 and 36 month pricing options. Each member will pick the term that better fits its needs.

Attached you will find a draft Memo and Resolution for your use, to present to your board. They are provided in Word, so feel free to cut/paste/edit.

Below is a list of your accounts that will be included in the upcoming NIMEC bid. If you would like us to include other accounts, please send them to me.

Member	Account #	Address
City of Yorkville	0381164058	610 Tower Lane (WTP & Well)
City of Yorkville	1563014112	420 fairhaven dr
City of Yorkville	4637141036	2921 Bristol Ridge
City of Yorkville	5031044028	2224 Tremont
City of Yorkville	5523132028	2702 Mill Road

We look forward to our 10th NIMEC bid. You will be hearing more from us as we approach the February 1 date. Should you have any questions, please do not hesitate to let me know.

Dave

David Hoover
Executive Director
847.392-9300

This transmission, together with any attachments, is intended for the named recipient(s) only and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, modification, distribution, publication or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. If you received this transmission in error, please notify the sender of such and delete this transmission together with any attachments and any copies from any computer immediately. Thank you.

Resolution appointing NIMEC as the City's broker to purchase electricity and delegation of signing authority to City Manager to enter into NIMEC-selected energy provider

Background: In 2007, the State of Illinois deregulated its electric market. Prior to that, ComEd both generated and delivered the power to residential and commercial customers. The legislation required ComEd to transfer ownership of its nuclear reactors to its parent, Exelon. Illinois then opened up its borders for other energy generators to compete with Exelon. ComEd remains a monopoly and delivers the power to commercial and residential users, regardless of who generates the power.

The City has been using NIMEC as its broker since 2008. NIMEC is paid by the electric supplier for originating the business. The City does not compensate NIMEC and is not under contract with NIMEC.

NIMEC has extensive expertise in the northern Illinois power market. Also, NIMEC manages a buying collaborative, aggregating the collective power of 123 municipalities, as well as 47 library/park district/water districts. The collective volume of the buying collaborative ($15 to $20 million/year) allows NIMEC to negotiate rates that are lower than what an individual municipality could negotiate on their own. The City has enjoyed a good working relationship with NIMEC since 2008.

This resolution pertains to the purchase of electricity for the City operated water pumping facilities. NIMEC also is the leading consultant in Municipal Aggregation, managing 91 programs in northern Illinois.

Resolution: Prices within the commodity markets (including electricity) are constantly fluctuating. Therefore, NIMEC's bid prices are only good for the day they are provided. As such, the board needs to delegate signing authority to the City's Manager/Mayor/Director of Finance to accept a bid by entering into a contractual relationship with the winning power supplier.

NIMEC Bullet Points:

- 170 total members, consisting of 123 northern Illinois municipalities, plus 47 park districts, water districts and libraries.
- NIMEC member retention rate since inception: 98-99%
- NIMEC's first annual bid: 2008
- Each member receives its own pricing. No member subsidizes any other member's price.
- NIMEC offers 1, 2 and 3 year pricing. Each member can select its own term.
- Members are under no obligation to accept the bids.
- NIMEC solicits bids from Constellation (owned by Exelon), Dynegy, and MC Squared.
- Bids must be accepted by signing power agreement on the day of the bid.

RESOLUTION NO. 2017-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AUTHORIZING PARTICIPATION IN THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE (NIMEC) AND AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE A CONTRACT WITH THE LOWEST COST ELECTRICITY PROVIDER FOR A PERIOD UP TO 36 MONTHS.

WHEREAS the United City of Yorkville, Kendall County, Illinois ("the City") is a municipality in accordance with the Constitution of the State of Illinois of 1970; and,

WHEREAS, on January 2, 2007, the State of Illinois implemented a plan to deregulate Commonwealth Edison; and,

WHEREAS, as a result of this deregulation, electricity may be purchased based on market price and Commonwealth Edison will no longer be the sole supplier of electricity in Northern Illinois, resulting in new electricity suppliers being able to compete against Commonwealth Edison, and competitive market forces dictating the price of electricity; and,

WHEREAS, the City has selected the Northern Illinois Municipal Electric Collaborative (NIMEC) to serve as the City's broker relative to the acquisition of electrical energy for City facilities, due to NIMEC's municipal experience and the fact that NIMEC is the largest municipal Collaborative in northern Illinois which will be aggregating the energy needs of 150 government members of the Collaborative in order to secure more competitive pricing based in higher volumes than can be provided individually to a single municipality; and,

WHEREAS, there is no cost to join NIMEC, with the amount of compensation that NIMEC receives, if the City chooses the NIMEC electricity supplier, being built into the prices bid by the electricity, so there will be no direct payment made to NIMEC by the City; and,

WHEREAS the City has been working with NIMEC since 2008, and the City has enjoyed a good working relationship with NIMEC; and

WHEREAS, Commonwealth Edison will no longer offer a fixed energy rate for large or medium sized commercial accounts and would instead charge based on a floating hourly rate and the City desires to enter the market to secure a fixed rate, up to 36 months in term.

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 Northern Illinois Municipal Electric Collaborative (NIMEC) is hereby appointed the City's broker for purposes of obtaining an electricity supply for the City's municipal needs.

Section 2. That the City Administrator is authorized to negotiate energy rates directly with suppliers in an effort to secure lower energy costs.

Section 3. That in light of the time constraints and procedures required, applicable to the acceptance of a competitive bid for a supply of electricity, once the bids are received by NIMEC, the City Administrator is hereby authorized to sign the contract with the most optimal bidder, with the City Administrator being hereby directed to place said contract on the first available City Council regular meeting for ratification by the City Council.

Section 4. That the City Administrator is authorized as the City's authorized representative in matters concerning the bid.

Section 5: The Resolution shall be in full force and effect from and after 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 _____, 2017.

_____
CITY CLERK

CARLO COLOSIMO	_____	KEN KOCH	_____
JACKIE MILSCHEWSKI	_____	JOEL FRIEDERS	_____
CHRIS FUNKHOUSER	_____	DIANE TEELING	_____
SEAVER TARULIS	_____		

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

_____
MAYOR

Reviewed By:	
Legal	■
Finance	■
Engineer	☐
City Administrator	■
Human Resources	☐
Community Development	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #11

Tracking Number

ADM 2017-07

Agenda Item Summary Memo

Title: Employee manual amendment – travel expense control act

Meeting and Date: City Council – January 24, 2017

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: ADM – 1/18/17 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2017-07

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: Administration Committee
From: Bart Olson, City Administrator
CC:
Date: January 12, 2017
Subject: Travel Expense Control Act

Summary

Review of an employee manual amendment related to the travel expense control act.

Background

The State of Illinois passed the travel expense control act in 2016 to address issues with certain governmental entities and their travel and entertainment reimbursement policies. The act applies to non-home rule municipalities, and requires a number of updates to our existing travel, lodging, and meal expense reimbursement policies.

In general, the act requires a formal policy for lodging, travel, and meal expenses, requires City Council approval for variances from the policy, and requires City Council approval for all elected official travel, meal and expenses. The City's employee manual already appropriately covered lodging and meal expenses. We've added recommendations for:

1) Travel expense reimbursements, including when airfare, ground transportation, and rental cars are allowed and how they should be procured.

2) Clarification that any variance to the policy requires City Council approval.

3) Clarification that any travel, lodging, and meal expenses for City Council members require authorization by the entire City Council in a public meeting.

4) An update to the City's travel, lodging, and meal expense reimbursement form, by adding a field for airfare and other forms of transportation and fields for the dates of travel and nature of travel.

Recommendation

Staff recommends approval of the amendments to the City's employee manual.

Section 4.18 Lodging, Travel, and ~~and~~ Meal Expenses

Travel, meal, and lodging expenses are dependent on available of funds in the appropriate department budget. The City reserves the right to alter, modify, or amend training budgets and its policies dependent on budgetary constraints at the discretion of the City Administrator.

Travel authorization is a two-part process including: 1) approval of all travel in advance; and 2) expense reporting following completion of the trip. Both steps require approval of the appropriate department head. All travel requiring an overnight stay must be approved in advance by the employee's department head. This applies to all travel of this nature even in instances where the travel has been budgeted.

Travel shall be arranged using the least expensive, reasonable means. Employees should use good judgment when determining logical routes for arriving at the intended destination.

For air travel, the City will reimburse for one coach/economy class airline ticket and one checked bag. Any seat upgrades or additional checked bags are at the employee's expense. Employees are expected to book air travel as far in advance as practical to obtain the best pricing.

Ground travel is expected to be used for destinations under 200 miles from Yorkville, unless another form of travel is less expensive or more practical. Variations to this standard may be granted by the City Administrator where practical.

Wherever practical, airport or hotel ground transportation should be the preferred method of transportation to hotels or meeting sites. Taxis or ride sharing services may be used as necessary, taking into consideration the cost of other means of transportation. Receipts are required for reimbursement of these expenses. If a family member transports you to/from your home and the airport, mileage may be claimed for each trip made.

Rental automobiles may be used as necessary but must be approved in advance by the Department Head. Receipts are required for reimbursement of all expenses related to rental automobile use.

When personal vehicles are used for travel, the employees shall receive the IRS authorized rate in effect at the time the travel takes place. The mileage reimbursement allowance covers all automobile related costs; gasoline, insurance, maintenance, etc. Toll charges and parking are reimbursable in addition to mileage allowance. The total personal automobile expenses shall not exceed the lowest available airfare. Mileage shall be actual mileage traveled and shall be subject review. Employees usuing personal vehicles on City business must have adequate automobile insurance in compliance with State law. Damage to personal vehicles while on City reimbursable travel is not the responsibility of the City.

Meals are reimbursed on a per diem basis, at a maximum of $40 per day. Meals included with the price of registration for an event will not be included in the per diem. Meal payments shall be processed as a reimbursement after the event from petty cash or by requesting a check from the Finance Department; or employees shall be issued a City credit card, if feasible, for use at the event. For multiple-day seminars or conferences, the allowance for the day of departure and day of return shall be pro-rated based upon the number of meals required away from home. For these pro-rated allowances, breakfast shall be $10, lunch $10, and dinner $20 per day. In no instances shall per diems be used to purchase alcoholic beverages, whether or not the consumption occurs during meal-time.

Maximum lodging rates shall be set at the conference-host hotel rate, or in absence of a conference, $150 per night.

~~Department head approval must be obtained for any and all increases to this amount for lodging.~~ To minimize travel costs while at conferences, employees are encouraged to ask the hotel for government-rates and to stay at the conference-host hotels. At conferences, employees are allowed to stay at any other hotel of their choice, so long as the hotel rate is equal or cheaper than the conference-host hotel rate.

Section 4.18.1 Family lodging and accompaniment

The City does not encourage family members to accompany the employee on an official trip. However, there is no objection to this practice if their accompaniment does5

[New Section] Section 4.18.X Variances to Travel, Meal, and Lodging Policy

For City employees, any variance to the travel, meals, and lodging policy above must be approved by City Council in an open meeting, per Public Act 099-0604. For elected officials, any travel, meal, and lodging expenditures must be approved by City Council in an open meeting, per Public Act 099-0604.

Those approvals must contain an estimate, in writing of:

1) An estimate of the cost of travel, meals, or lodging if expenses have not been incurred, or a receipt of the cost of the travel, meals or lodging if the expenses have already been incurred;

2) The name of the individual who received or is requesting the travel, meal, or lodging expense;

3) The job title or office of the individual who received or is requesting the travel, meal, or lodging expense; and

4) The date or dates and nature of the official business in which the travel, meal, or lodging expense was or will be expended.

United City of Yorkville Reimbursement Claim Form

Full Name: _____

Position / Title / Department: _____

Date of Request: _____

~~Date of Travel: _____~~

~~Nature of Travel: _____~~ Date of Travel:

Lodging Expenses Length of Stay From:_____ To: _____ = $_____

Meal Expenses

Date:_____ ☐ Breakfast ☐ Lunch ☐ Dinner = $_____

Date:_____ ☐ Breakfast ☐ Lunch ☐ Dinner = $_____

Date:_____ ☐ Breakfast ☐ Lunch ☐ Dinner = $_____

Toll Expenses

Date:_____ Toll Charge(s) ..... $_____

Date:_____ Toll Charge(s) ..... $_____

Date:_____ Toll Charge(s) ..... $_____

2017 Mileage Expenses

Date:_____ Total Miles:_____ x $0.535/Mile = $_____

Date:_____ Total Miles:_____ x $0.535/Mile = $_____

Date:_____ Total Miles:_____ x $0.535/Mile = $_____

Parking Expenses

Date:_____ Parking Charge(s)..... $_____

Date:_____ Parking Charge(s)..... $_____

Date:_____ Parking Charge(s)..... $_____

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

~~Date:_____ Charge(s)..... $_____~~

Other Expenses (Airfare, Taxi, etc.)

Date: Charge(s)..... $_____

Total Reimbursement **$_____**

Per the United City of Yorkville Employee Manual: Meals are reimbursed on a per diem basis, at a maximum of $40 per day. Meals included with the price of registration for an event will not be included in the per diem. Meal payments shall be processed as a reimbursement after the event from petty cash or by requesting a check from the Finance Department; or employees shall be issued a City credit card, if feasible, for use at the event. For multiple-day seminars or conferences, the allowance for the day of departure and day of return shall be pro-rated based upon the number of meals required away from home. For these pro-rated allowances, breakfast shall be $10,

lunch $10, and dinner $20 per day. In no instances shall per diems be used to purchase alcoholic beverages, whether or not the consumption occurs during meal-time. Maximum lodging rates shall be set at the conference-host hotel rate, or in absence of a conference, $150 per night. Department head approval must be obtained for any and all increases to this amount for lodging. To minimize travel costs while at conferences, employees are encouraged to ask the hotel for government-rates and to stay at the conference-host hotels. At conferences, employees are allowed to stay at any other hotel of their choice, so long as the hotel rate is equal or cheaper than the conference-host hotel rate. **All employees ARE REQUIRED to submit receipts with this form. Also please make sure that if an employee is seeking reimbursement for mileage that Map Quest directions are attached showing mileage from City Hall to their desired destination.**

Employee Signature

Department Head/Designee Signature

Resolution No. 2017-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN AMENDMENT TO THE UNITED CITY OF YORKVILLE EMPLOYEE MANUAL

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

WHEREAS, the City desires to amend the portion of its Employee Manual which addresses travel, lodging, and meal expenses in order to come in compliance with Public Act 099-0604, which sets forth the Government Travel Expense Control Act; and,

WHEREAS, it has been determined to be in the best interests of the City to amend Section 4.18 and add new Section 4.18.2 to the Employee Manual, in the form attached hereto in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois that Section 4.18 and Section 4.18.2 of the United City of Yorkville Employee Manual in the form set forth on Exhibit "A" attached hereto and incorporated herein are hereby adopted.

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

_____
CITY CLERK

CHRIS FUNKHOUSER	_____	KEN KOCH	_____
CARLO COLOSIMO	_____	DIANE TEELING	_____
JACKIE MILSCHEWSKI	_____	JOEL FRIEDERS	_____
SEAVER TARULIS	_____		

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

_____
MAYOR

Attest:

_____
City Clerk

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Human Resources	☐
Community Development	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Consent Agenda #12

Tracking Number

ADM 2017-10

Agenda Item Summary Memo

Title: Janitorial RFP Results and Recommendation

Meeting and Date: City Council – January 24, 2017

Synopsis: See Attached Memo

Council Action Previously Taken:

Date of Action: ADM – 1/18/17 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2017-10

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Erin Willrett, Assistant City Administrator
CC:
Date: December 20, 2016
Subject: Janitorial RFP/Contract

Summary

Discussion of the proposals received for the City's Janitorial RFP/Contract.

Background

The City went out for Request for Proposal on October 3, 2016. Three proposals were received on November 10, 2016 from Image One Facility Solutions, Alpha Building Maintenance, and Service Master. A summary of the pricing results are attached.

Currently, the City does not have a janitorial service contract, but does pay monthly to Service Master for cleaning services in the City Hall and Police Station. That service is currently only performed for three days per week for a few hours each work day, and costs $1,253 per month. When staff went out to RFP, we requested a longer schedule and all City buildings to be included.

Recommendation

Staff recommends moving forward with a 2 year contract beginning in February 2017, with Alpha Building Maintenance for $31,140.00 annually. Alpha was the cheapest annual cost, but also had no increase in the rate after one year. They also provided a mobile system (Orange QC) for supervisor reports so staff can maintain on-site reports very quickly and it allows communication to go back and forth without setting up a meeting or making a phone call. This item will not require a budget amendment in FY 17.

Name	2017 Pricing Per/Mo	2017 Pricing Annual	2017 Min Daily Hours	2017 Min Annual Hours	2018 Pricing Per/Mo	2018 Pricing Annual	% increase	2018 Min Daily Hours	2018 Min Annual Hours	Supervisor Form
Image One Facility Solutions	$3,245.00	$38,940.00	10	2600	$3,339.00	$40,068.00	3%	10	2600	Provided
Alpha Building Maintenance	$2,595.00	$31,140.00	7.5	1836	$2,595.00	$31,140.00	0%	7.5	1836	Orange QC - mobile app
Service Master	$2,795.00	$33,540.00	8.35	2170	$2,860.00	$34,320.00	2%	8.35	2170	ServiceLink

JANITORIAL SERVICES AGREEMENT

THIS JANITORIAL SERVICES AGREEMENT (the "*Agreement*") is dated the _____ day of _____, January 2017, by and between the United City of Yorkville, Kendall County, Illinois (the "*City*") a municipal corporation of the State of Illinois and Alpha Building Maintenance Service, Inc., an Illinois corporation (the "*Contractor*").

PREAMBLES:

WHEREAS, the City is a non-home rule municipality pursuant to the Constitution of the State of Illinois of 1970 and the laws of this State; and,

WHEREAS, the City published a request for proposals to seeking professional Janitorial Services for certain City properties as hereinafter listed requesting a response on or before November 10, 2016; and,

WHEREAS, the City received there (3) responses to its request for proposals to provide such services to City Hall, the Police Department within City Hall, the Public Works Facility, the Parks and Recreation Offices, the Parks and Recreation Maintenance Building and seasonal service at the Beecher and Bridge concession stands (collectively the "*City Buildings*"); and,

WHEREAS, after a thorough review of the City's submittals in response to the City's request for proposals, it was determined that the Contractor had submitted the lowest bid and had demonstrated sufficient experience and expertise to enter into this contract and perform.

NOW, THEREFORE, it is hereby agreed by the parties hereto as follows:

Section 1. Preambles Incorporated. The foregoing preambles are hereby incorporated into this Agreement as if fully restated herein.

Section 2. Services to be Provided. The Contractor hereby agrees to provide to the City the services as set forth in *Exhibit A* hereto under the following headings:

Services and Materials to be Provided;
Supervisory Inspections; and,
Task List and Frequency.

Certain City Buildings will be closed on the following days each year: New Year's Day, Martin Luther King, Jr.'s birthday, President's day, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Veteran's Day, Christmas Eve and Christmas Day. Janitorial Services will not be required on these days at the City Hall, Public Works and Parks and Recreation Facilities. The Contractor may propose an alternative schedule for holiday weeks to the City for its approval.

S*ection 3. Employee Background Checks.* Contractor shall submit employee identification information necessary for City to perform background checks on Contractor's employees, including the Contractor's supervisors. Such information may include, but is not limited to, date of birth, driver's license number, address, and other identifying information. The City reserves the right to ban Contractor employee from performing work based on the results of the background check, and no Contractor employee may begin work until approved by the City. Contractor shall supply such information prior to any employee beginning proposed work.

Section 4. Term. The term of this Agreement shall commence February 1, 2017 and end on January 31, 2019, provided that either party may terminate this Agreement upon thirty (30) days' notice to the other party. The term of this Agreement may be extended upon mutual consent of the parties.

Section 5. Extra Services or Products. During the term of this Agreement, in the event the Contractor determines extra services or products should be provided, the Contractor shall

submit a proposal for such extra services or products to the City and upon written agreement from the City, the Contractor may proceed to provide such extra services or products pursuant to the terms and costs as to be agreed by the City.

Section 6. Payment for Services. The City shall pay the Contractor $2,595.00 per month for all services as set forth in Section 2 above, payable to the Contractor pending approval of the Contractor's monthly invoice.

Section 7. Compliance with all Laws. All work under the Agreement must be executed in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations which may, in any manner, affect the performance of this Agreement.

Section 8. Equal Employment Opportunity. During the performance of this Agreement and/or supplying of materials, equipment, and suppliers, the Contractor shall be in full compliance with all provisions of all applicable Federal laws and the Acts of the General Assembly of the State of Illinois relating to employment, including equal opportunity requirements.

Section 9. Contract Alterations. No amendment to this Agreement shall be valid unless made in writing and signed by the City Administrator or his or her authorized agent.

Section 10. Notices. All notices required by the contract shall be given in writing to:

If to the City: United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560
Attn: City Administrator

With a copy to : Kathleen Field Orr
Kathleen Field Orr & Associates
53 West Jackson Blvd., Suite 964
Chicago, Illinois 60604

If to the Contractor: Alpha Building Maintenance Service, Inc.
15429 West 139th Street
Homer Glen, Illinois 60491
Attn:

With a copy to:

Section 11. Non-assignability. The Contractor shall not assign this Agreement, or any part thereof, to any other person, firm, or corporation without the previous written consent of the City Administrator. Such assignment shall not relieve the Contractor from his obligations, or change the term of the contract.

Section 12. Indemnity. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this Agreement by the Contractor, its employees, or subcontractors, or which may anywise result therefore, except that arising out of the sole cause of the City, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents, and employees, in any such actions, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this Agreement, or otherwise provided by the Contractor, shall in no way

limit the responsibility to indemnify, keep, and save harmless and defend the City, its officials, agents, and employees as herein provided.

Section 13. Insurance. The Contractor hereby certifies that it has all insurance coverages required by law or would normally be expected the Contractors cleaning service business. Commercial General Liability Insurance: Contractor shall provide commercial general liability insurance policy that includes products, operations and completed operations (with no exclusion for sexual abuse or molestation). Limits no less than: Bodily injury & property damage with an occurrence limit of $1,000,000: Personal & advertising injury limit of $1,000,000 per occurrence: General aggregate limit of $2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of $2,000,000. The policy shall name the City as an additional insured. Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the City. Such coverage shall contain a broad form contractual liability endorsement or similar wording within the policy form.

Section 14. Default. The City may terminate this Agreement by written notice of default to the Contractor if:

a. The Contractor fails to perform the services within the time specified in the proposal; or,
b. Fails to make progress so as to endanger performance of the contract;
c. Fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as required; or,
d. If sufficient funds are not appropriated by the corporate authorities of the City.

If the City terminates this Agreement, the City may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for similar supplies and services, unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

Section 15. Inspection. The City shall have a right to inspect, by its authorized representative, any material, components, or workmanship as herein specified. Materials, components, or workmanship that has been rejected by the authorized representative as not in accordance with the terms of the specifications shall be replaced by the Contractor at no cost to the City.

Section 16. Permits and Licenses. The successful person submitting the proposal and their subcontractor(s) shall obtain, at their own expense, all permits and licenses which may be required to complete the contract. Fees for all City permits and licenses shall be waived.

Section 17. Good Standing. The Contractor shall, at all times during the term of this Agreement, maintained good standing as a corporation of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, Kendall County,
Illinois, a municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

Alpha Building Maintenance Service, Inc.,
An Illinois corporation

By: _____
Its President

Attest:

_____
Secretary

Exhibit A

Services and Materials to be Provided

The Contractor agrees to furnish the labor, equipment, cleaning supplies, incidental items, and supervision necessary to provide high quality janitorial services at municipal buildings. The City, at its own expense, will provide paper towels, toilet paper and hand soap. Contractor shall assist City staff in monitoring supply quantities and will notify City staff of shortages.

Work shall be completed during the following times:
City Hall – Modest cleaning (trash removal, spot cleaning, etc…) can be done during business hours (8:00 a.m. – 4:30 p.m.). ALL intense cleaning (dusting, vacuuming, bathrooms, etc…) should be done outside of normal business hours. NO cleaning should occur upstairs in City Hall between 5:30 p.m. and 10:00 p.m. on nights when there are Council or Committee Meetings. A meeting schedule will be forwarded onto the Contractor.
Police Department – 8:00 a.m. to 4:30 p.m.
Public Works Facility – 7:00 a.m. to 3:00 p.m.
Parks and Recreation Offices – All cleaning completed before 8:30 a.m. or after 3:30 p.m.
Parks and Recreation Maintenance Building – All cleaning completed before 7:00 a.m. or after 3:30 p.m.

Work shall be completed on the following days:
City Hall shall be maintained three (4) days per week, Monday, Tuesday, Friday and either Wednesday or Thursday
Police Department shall be maintained five (5) days per week, Monday, Tuesday, Wednesday, Thursday, and Friday
Public Works Department shall be maintained two (2) days per week, Wednesday and Friday
Parks and Recreation Offices shall be maintained three (3) days per week, Monday, Wednesday and Friday
Parks and Recreation Maintenance Building shall be maintained two (2) days per week, Wednesday and Friday
Concession Stands shall be maintained two (2) days per week, Monday and Friday, April through October

Upon award of contract, a regular, fixed schedule will be submitted by the contractor for City approval. Contractor must be on-site performing the specified janitorial services during the approved schedule periods. The schedule cannot change without City consent.

Additional approval must be given by Police Personnel to enter certain areas of the Police Facility (evidence areas, some offices, etc.). Contractor staff may not enter those areas until approval is given and access provided by Police. The Chief of Police, or his designee, shall work with the contractor to arrange for such approval so contractor staff may complete the work as required.

Supervisory Inspections

During the term of this agreement, a contractor's supervisor shall be on site and shall visit all City facilities to be cleaned a t a minimum of one day per week during the City's regular business hours to ensure that all facilities are properly cleaned and maintained. In addition, said supervisor shall complete and submit on a weekly basis a "Site Inspection Form" confirming the work performed, work quality, the level of cleanliness and, if applicable, areas of improvement. Completed "Site Inspection Form" shall be emailed to the City Administrator or his designee no later than the Monday following the completion of a work week. Failure to submit the form on time in one week does not alleviate the contractor's obligation to submit that week's form, nor does it excuse the contractor from submitting future forms.

The form shall be developed by the contractor and submitted with the bid submittal. The form shall be approved by the City prior to use, and may require editing per the City's direction. Editing/revising the document shall be the contractor's responsibility, and shall be considered incidental to the cost of the contractual work.

The supervisor shall be responsible for scheduling and meeting with the City Administrator or his designee a minimum of once per month at the City to hold a Contract Status meeting to review the Site Inspection Forms, current status, previously agreed upon improvements, future improvements to be made and generally discuss contract issues. The City will work with the contractor to schedule meeting days and times in advance, on days when the contractor will be on site for site inspections or other work.

Task List and Frequency

Daily Cleaning

1. Empty all trash receptacles, including entrance containers. Sanitize and reline.
2. Empty pre-separated recycle materials (paper, cans, etc) into on-site recycling collection bines (provided by the City). Do not mix or dispose of recycling materials with regular trash. Clean individual recycling receptacles, sanitize, and reline.
3. Spot clean all entrance glass, service counter glass and doors to remove finger prints and smudges.
4. Spot clean lobby furniture and straighten reading materials and pamphlets.
5. Vacuum traffic lanes of all carpeted areas, runners, floor mats and elevator floor.
6. Dust mop and spot mop hard surface floors.
7. Clean and sanitize drinking fountains.
8. Spot clean display cases to remove finger prints and smudges.
9. Clean conference room tables and chairs.
10. Clean locker room
11. Clean and disinfect showers.
12. Restroom Cleaning
    - **a.** Empty all trash and sanitary receptacles. Sanitize and reline.
    - **b.** Re-stock all towels, tissue, sanitary products, and hand soaps.
    - **c.** Dust all partitions, mirror frames and product dispensers
    - **d.** Sanitize areas around soap and towel dispensers, basins, toilets and urinals.
    - **e.** Thoroughly clean and sanitize all fixtures, toilets, urinals, sinks, shower stalls, and associated fixtures.
    - **f.** Clean all mirrors and glass.
    - **g.** Dust mop, sanitize, and damp mop hard surface floors.
    - **h.** Damp wipe and spot clean doors and frames (front and back). Sanitize door handles and push plates.
13. Kitchen/Break Areas
    - **a.** Empty all trash and sanitary receptacles. Sanitize and reline.
    - **b.** Wash and disinfect countertops, tables, chairs, sinks, interior and exterior of microwave, exterior of refrigerators, and other appliances.
    - **c.** Refill all soap and towel dispensers.
    - **d.** Dust mop, sanitize and damp mop hard surface floors.

Weekly Cleaning

1. Complete detailed vacuum of all carpeted floors.
2. Dust mop, sanitize and damp mop all hard surface and synthetic/rubber tile floors.
3. Complete dust all horizontal surfaces including desktops, counters, cabinets, book cases, chairs, tables, window sills, ledges, computer screens and PCU's, telephones, keyboards. Contractor shall dust only cleared areas and shall not move to rearrange items on desktops.
4. Sanitize telephones.
5. Sanitize light switch plates and door frames to remove finger prints and smudges.
6. Complete glass cleaning of all display cases.

Monthly Cleaning

1. High dust all areas not reached during nightly and weekly dusting. Height limitation of no greater than 12 feet above floor level or adjacent stair.
2. Dust blinds.
3. Dust wall hangings.

General Items

1. Contractor personnel will notify or contact staff of any irregularities such as defective plumbing, unlocked doors, burned out light bulbs, and lights left on.
2. Contractor personnel will turn off all lights except those to be left on, close windows, and secure building.
3. Contractor staff shall not use City facilities such as break rooms, food preparation equipment, etc. for personal use while performing this contract. Work breaks, meals and other rest periods shall be taken off premises. This does not apply to restroom facilities which may be used by contractor staff for the intended use.

Resolution No. 2017-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS APPROVING A JANITORIAL SERVICES AGREEMENT WITH ALPHA BUILDING MAINTENANCE SERVICE, INC.

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 published a request for proposals for professional janitorial Services for City buildings; and,

WHEREAS, after a thorough review of bids received and a determination as to the qualifications of the bidders, it has been determined that Alpha Building Maintenance Service, Inc. is the lowest responsible bidder.

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 *Janitorial Services Agreement*, between the City and Alpha Building Maintenance Service, Inc. attached hereto as Exhibit A and made a part hereof by reference, is hereby approved, and the Mayor and City Clerk be and are hereby authorized to execute said agreement on behalf of the United City of Yorkville.

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

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

_____
City Clerk

CARLO COLOSIMO	_____	KEN KOCH	_____
JACKIE MILSCHEWSKI	_____	JOEL FRIEDERS	_____
CHRIS FUNKHOUSER	_____	DIANE TEELING	_____
SEAVER TARULIS	_____		

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

_____
Mayor

Reviewed By:	
Legal	☐
Finance	■
Engineer	☐
City Administrator	☐
Human Resources	☐
Community Development	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Bills for Payment

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment (Informational): $3,470,024.40

Meeting and Date: City Council – January 24, 2017

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 (Name) Finance (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

CHECK DATE: 01/06/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523016	IDOT	ILLINOIS DEPARTMENT OF						
	120426		01/01/17	01	RT47 & BRIDGE - ITEP -	23-230-60-00-6048	103,503.88	
				02	DOWNTOWN STREETSCAPE	** COMMENT **		
						INVOICE TOTAL:	103,503.88 *	
						CHECK TOTAL:		103,503.88
523017	UIRVDA	UPPER ILLINOIS RIVER VALLEY						
	010617-CEDAR FEE		01/06/17	01	CEDARHURST APPLICATION FEE	01-220-54-00-5486	1,000.00	
						INVOICE TOTAL:	1,000.00 *	
						CHECK TOTAL:		1,000.00
523018	UIRVDA	UPPER ILLINOIS RIVER VALLEY						
	010617FEE		01/06/17	01	ENTERPRISE ZONE APPLICATION	01-220-54-00-5486	1,000.00	
				02	FEE	** COMMENT **		
						INVOICE TOTAL:	1,000.00 *	
						CHECK TOTAL:		1,000.00
						TOTAL AMOUNT PAID:		105,503.88

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523019	AMERSOCC	AMERICAN SOCCER COMPANY, INC.						
		6440120	12/28/16	01	SOCCER JERSEYS	79-795-56-00-5606	2,168.14	
						INVOICE TOTAL:	2,168.14 *	
						CHECK TOTAL:		2,168.14
523020	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC						
		0673571-IN	12/14/16	01	HALIDE LAMPS	15-155-56-00-5642	26.40	
						INVOICE TOTAL:	26.40 *	
						CHECK TOTAL:		26.40
523021	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC						
		0675054-IN	12/22/16	01	WALL HEATER	51-510-56-00-5638	346.00	
						INVOICE TOTAL:	346.00 *	
						CHECK TOTAL:		346.00
523022	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC						
		0675887-IN	12/29/16	01	HALIDE LAMPS	15-155-56-00-5642	158.40	
						INVOICE TOTAL:	158.40 *	
						CHECK TOTAL:		158.40
523023	ARNESON	ARNESON OIL COMPANY						
		178571	12/19/16	01	DIESEL FUEL	01-410-56-00-5695	307.18	
				02	DIESEL FUEL	51-510-56-00-5695	307.18	
				03	DIESEL FUEL	52-520-56-00-5695	307.18	
						INVOICE TOTAL:	921.54 *	
		178572	12/19/16	01	HYDRAULIC OIL	01-410-56-00-5628	250.00	
						INVOICE TOTAL:	250.00 *	

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523023	ARNESON	ARNESON OIL COMPANY						
	178933		12/22/16	01	DIESEL FUEL	01-410-56-00-5695	287.03	
				02	DIESEL FUEL	51-510-56-00-5695	287.02	
				03	DIESEL FUEL	52-520-56-00-5695	287.02	
						INVOICE TOTAL:	861.07 *	
	178936		12/22/16	01	DIESEL FUEL	01-410-56-00-5695	297.83	
				02	DIESEL FUEL	51-510-56-00-5695	297.82	
				03	DIESEL FUEL	52-520-56-00-5695	297.82	
						INVOICE TOTAL:	893.47 *	
	179962		12/31/16	01	DIESEL FUEL	01-410-56-00-5695	172.22	
				02	DIESEL FUEL	51-510-56-00-5695	172.22	
				03	DIESEL FUEL	52-520-56-00-5695	172.21	
						INVOICE TOTAL:	516.65 *	
	189930		12/22/16	01	DIESEL FUEL	01-410-56-00-5695	245.82	
				02	DIESEL FUEL	51-510-56-00-5695	245.82	
				03	DIESEL FUEL	52-520-56-00-5695	245.82	
						INVOICE TOTAL:	737.46 *	
						CHECK TOTAL:		4,180.19
523024	ATT	AT&T						
	6305538605-1216		12/25/16	01	12/25-01/24 SERVICE	51-510-54-00-5440	208.78	
						INVOICE TOTAL:	208.78 *	
						CHECK TOTAL:		208.78
523025	ATTINTER	AT&T						
	0841464308		12/10/16	01	12/10-01/09 ROUTER	01-110-54-00-5440	496.60	
						INVOICE TOTAL:	496.60 *	
						CHECK TOTAL:		496.60

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
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523026	AUTOSP	AUTOMOTIVE SPECIALTIES, INC.						
	21948		12/12/16	01	DIAGNOSE AND REPLACE	51-510-54-00-5490	933.80	
				02	DEFECTIVE FUEL PUMP ASSEMBLY	** COMMENT **		
						INVOICE TOTAL:	933.80 *	
						CHECK TOTAL:		933.80
523027	BCBS	BLUE CROSS BLUE SHIELD						
	010617		01/06/17	01	FEB 2017 HEALTH INS	01-110-52-00-5216	7,296.71	
				02	FEB 2017 HEALTH INS	01-120-52-00-5216	1,940.44	
				03	FEB 2017 HEALTH INS	01-210-52-00-5216	48,987.04	
				04	FEB 2017 HEALTH INS	01-220-52-00-5216	5,100.84	
				05	FEB 2017 HEALTH INS	01-410-52-00-5216	10,660.16	
				06	FEB 2017 HEALTH INS	01-640-52-00-5240	7,579.80	
				07	FEB 2017 HEALTH INS	79-790-52-00-5216	10,080.34	
				08	FEB 2017 HEALTH INS	79-795-52-00-5216	7,145.06	
				09	FEB 2017 HEALTH INS	51-510-52-00-5216	10,663.78	
				10	FEB 2017 HEALTH INS	52-520-52-00-5216	3,869.63	
				11	FEB 2017 HEALTH INS	82-820-52-00-5216	5,785.96	
						INVOICE TOTAL:	119,109.76 *	
						CHECK TOTAL:		119,109.76
523028	BPAMOCO	BP AMOCO OIL COMPANY						
	49221151		11/24/16	01	DECEMBER 2016 GASOLINE	01-210-56-00-5695	228.20	
						INVOICE TOTAL:	228.20 *	
						CHECK TOTAL:		228.20
523029	BRENART	BRENART EYE CLINIC, LLC						
	54825507		12/20/16	01	NEW HIRE EYE EXAM	01-210-54-00-5411	40.00	
						INVOICE TOTAL:	40.00 *	
						CHECK TOTAL:		40.00

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	

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523030	BSNSPORT	BSN/PASSON'S/GSC/CONLIN SPORTS						
		98602657	12/23/16	01	BBALL JERSEYS	79-795-56-00-5606	7,257.24	
						INVOICE TOTAL:	7,257.24 *	
						CHECK TOTAL:		7,257.24
523031	BUGGITER	BUG GIT-ERS LLC						
		3592	01/12/17	01	JAN 2017 PEST CONTROL	23-216-54-00-5446	170.00	
						INVOICE TOTAL:	170.00 *	
						CHECK TOTAL:		170.00
523032	CALLONE	UNITED COMMUNICATION SYSTEMS						
		1010-7980-0000-0117	01/15/17	01	DEC 2016 ADMIN LINES	01-110-54-00-5440	377.35	
				02	DEC 2016 CITY HALL NORTEL	01-110-54-00-5440	144.97	
				03	DEC 2016 CITY HALL NORTEL	01-210-54-00-5440	144.97	
				04	DEC 2016 CITY HALL NORTEL	51-510-54-00-5440	144.97	
				05	DEC 2016 POLICE LINES	01-210-54-00-5440	884.32	
				06	DEC 2016 CITY HALL FIRE	01-210-54-00-5440	165.08	
				07	DEC 2016 CITY HALL FIRE	01-110-54-00-5440	165.08	
				08	DEC 2016 PUBLIC WORKS LINES	51-510-54-00-5440	1,689.88	
				09	DEC 2016 TRAFFIC SIGNAL	01-410-54-00-5435	48.56	
				10	MAINTENANCE	** COMMENT **		
				11	DEC 2016 PARKS LINES	79-790-54-00-5440	53.00	
				12	DEC 2016 RECREATION LINES	79-795-54-00-5440	178.78	
						INVOICE TOTAL:	3,996.96 *	
						CHECK TOTAL:		3,996.96
523033	CAMBRIA	CAMBRIA SALES COMPANY INC.						
		38294	12/19/16	01	PAPER TOWEL, TOILET TISSUE	52-520-56-00-5620	120.01	
						INVOICE TOTAL:	120.01 *	
						CHECK TOTAL:		120.01

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
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523034	CARGILL	CARGILL, INC						
		2903142908	12/20/16	01	BULK ROCK SALT	51-510-56-00-5638	3,225.80	
						INVOICE TOTAL:	3,225.80 *	
						CHECK TOTAL:		3,225.80
523035	CENTRALL	CENTRAL LIMESTONE COMPANY, INC						
		8779	01/01/17	01	GRAVEL	51-510-56-00-5620	427.09	
						INVOICE TOTAL:	427.09 *	
						CHECK TOTAL:		427.09
523036	CHITRIB	CHICAGO TRIBUNE						
		003074144	12/29/16	01	ZONING ORDINANCE PUBLIC	01-220-54-00-5426	173.52	
				02	HEARING	** COMMENT **		
						INVOICE TOTAL:	173.52 *	
						CHECK TOTAL:		173.52
523037	CNASURET	CNA SURETY						
		61536373N-120416	09/30/16	01	NOTARY PUBLIC RENEWAL-DAVIS	01-220-54-00-5462	30.00	
						INVOICE TOTAL:	30.00 *	
						CHECK TOTAL:		30.00
523038	COMED	COMMONWEALTH EDISON						
		0185079109-1216	01/04/17	01	12/01-01/04 420 FAIRHAVEN	52-520-54-00-5480	161.80	
						INVOICE TOTAL:	161.80 *	
						CHECK TOTAL:		161.80
523039	COMED	COMMONWEALTH EDISON						

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523039	COMED	COMMONWEALTH EDISON						
		0903040077-1216	12/29/16	01	11/21-12/29 MISC STREET LIGHTS	15-155-54-00-5482	2,496.31	
						INVOICE TOTAL:	2,496.31 *	
						CHECK TOTAL:		2,496.31
523040	COMED	COMMONWEALTH EDISON						
		0908014004-1216	01/05/17	01	12/02-01/05 6780 RT47	51-510-54-00-5480	40.25	
						INVOICE TOTAL:	40.25 *	
						CHECK TOTAL:		40.25
523041	COMED	COMMONWEALTH EDISON						
		0966038077-1216	01/03/17	01	11/29-01/03 456 KENNEDY	15-155-54-00-5482	219.79	
				02	11/29-01/03 456 KENNEDY	01-410-54-00-5482	13.22	
						INVOICE TOTAL:	233.01 *	
						CHECK TOTAL:		233.01
523042	COMED	COMMONWEALTH EDISON						
		1183088101-1216	12/27/16	01	11/22-12/27 1107 PRAIRIE LIFT	52-520-54-00-5480	138.01	
						INVOICE TOTAL:	138.01 *	
		1407125045-1216	01/06/17	01	12/05-01/06 FOXHILL 7 LIFT	52-520-54-00-5480	100.79	
						INVOICE TOTAL:	100.79 *	
		1718099052-1216	12/30/16	01	11/29-12/30 872 PRAIRIE CR	52-520-54-00-5480	82.01	
						INVOICE TOTAL:	82.01 *	
		2019099044-1216	01/06/17	01	11/11-12/14 4600 N BRIDGE	51-510-54-00-5480	44.56	
						INVOICE TOTAL:	44.56 *	
		2668047007-1216	12/30/16	01	11/23-12/30 1908 RAINTREE RD	51-510-54-00-5480	322.26	
						INVOICE TOTAL:	322.26 *	
						CHECK TOTAL:		687.63

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
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523043	COMED	COMMONWEALTH EDISON						
		2947052031-1216	01/04/17	01	12/01-01/04 RIVER ST	15-155-54-00-5482	479.11	
						INVOICE TOTAL:	479.11 *	
						CHECK TOTAL:		479.11
523044	COMED	COMMONWEALTH EDISON						
		2961017043-1216	12/28/16	01	11/23-12/28 PRESTWICK LIFT	52-520-54-00-5480	119.19	
						INVOICE TOTAL:	119.19 *	
		3119142025-1216	01/03/17	01	11/30-01/03 VAN EMMON PARKING	01-410-54-00-5482	22.17	
				02	LOT	** COMMENT **		
						INVOICE TOTAL:	22.17 *	
		4085080033-1216	01/03/17	01	11/30-01/03 1991 CANNONBALL TR	51-510-54-00-5480	346.78	
						INVOICE TOTAL:	346.78 *	
		4449087016-1216	01/06/17	01	11/23-1/4 LIFT STATIONS	52-520-54-00-5480	1,522.71	
						INVOICE TOTAL:	1,522.71 *	
		4475093053-1216	01/04/17	01	12/01-01/04 610 TOWER LANE	51-510-54-00-5480	431.84	
						INVOICE TOTAL:	431.84 *	
		6819027011-1216	01/05/17	01	11/30-01/03 PR BUILDINGS	79-795-54-00-5480	485.01	
						INVOICE TOTAL:	485.01 *	
						CHECK TOTAL:		2,927.70
523045	COMED	COMMONWEALTH EDISON						
		8344010026-1116	12/20/16	01	10/28-12/19 MISC STREET LIGHTS	15-155-54-00-5482	399.79	
						INVOICE TOTAL:	399.79 *	
						CHECK TOTAL:		399.79

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523046	COMPASS	COMPASS MINERALS AMERICA						
		71570102	12/16/16	01	SALT	15-155-56-00-5618	8,868.54	
						INVOICE TOTAL:	8,868.54 *	
		71570466	12/16/16	01	SALT	15-155-56-00-5618	935.44	
						INVOICE TOTAL:	935.44 *	
		71573642	12/21/16	01	SALT	15-155-56-00-5618	13,636.79	
						INVOICE TOTAL:	13,636.79 *	
						CHECK TOTAL:		23,440.77
523047	CONSTELL	CONSTELLATION NEW ENERGY						
		0037120077	01/03/17	01	11/28-12/28 610 TOWER WELLS	51-510-54-00-5480	4,746.39	
						INVOICE TOTAL:	4,746.39 *	
						CHECK TOTAL:		4,746.39
523048	DAC	BETTER BUSINESS PLANNING, INC.						
		43749	01/01/17	01	JAN 2017 HRA FEES	01-110-52-00-5216	12.36	
				02	JAN 2017 HRA FEES	01-120-52-00-5216	3.09	
				03	JAN 2017 HRA FEES	01-210-52-00-5216	67.98	
				04	JAN 2017 HRA FEES	01-220-52-00-5216	12.36	
				05	JAN 2017 HRA FEES	01-410-52-00-5216	4.12	
				06	JAN 2017 HRA FEES	79-790-52-00-5216	13.90	
				07	JAN 2017 HRA FEES	79-795-52-00-5216	13.91	
				08	JAN 2017 HRA FEES	51-510-52-00-5216	13.39	
				09	JAN 2017 HRA FEES	52-520-52-00-5216	4.12	
				10	JAN 2017 HRA FEES	01-640-52-00-5240	18.54	
				11	JAN 2017 HRA FEES	82-820-52-00-5216	12.36	
						INVOICE TOTAL:	176.13 *	
		43751	01/01/17	01	JAN 2017 FSA ADMIN FEE	01-110-52-00-5216	6.18	

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
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523048	DAC	BETTER BUSINESS PLANNING, INC.						
	43751		01/01/17	02	JAN 2017 FSA ADMIN FEE	01-120-52-00-5216	6.18	
				03	JAN 2017 FSA ADMIN FEE	01-210-52-00-5216	27.87	
				04	JAN 2017 FSA ADMIN FEE	01-220-52-00-5216	3.09	
				05	JAN 2017 FSA ADMIN FEE	01-410-52-00-5216	3.09	
				06	JAN 2017 FSA ADMIN FEE	51-510-52-00-5216	6.18	
				07	JAN 2017 FSA ADMIN FEE	52-520-52-00-5216	3.09	
				08	JAN 2017 FSA ADMIN FEE	01-640-52-00-5240	3.09	
				09	JAN 2017 FSA ADMIN FEE	82-820-52-00-5216	3.09	
						INVOICE TOTAL:	61.86 *	
						CHECK TOTAL:		237.99
523049	DEARNATI	DEARBORN NATIONAL						
	010917		01/09/17	01	FEB 2017 LIFE INS	01-110-52-00-5222	82.40	
				02	FEB 2017 LIFE INS	01-120-52-00-5222	27.84	
				03	FEB 2017 LIFE INS	01-210-52-00-5222	547.97	
				04	FEB 2017 LIFE INS	01-220-52-00-5222	34.66	
				05	FEB 2017 LIFE INS	01-410-52-00-5222	135.90	
				06	FEB 2017 LIFE INS	79-790-52-00-5222	78.17	
				07	FEB 2017 LIFE INS	79-795-52-00-5222	74.12	
				08	FEB 2017 LIFE INS	51-510-52-00-5222	79.29	
				09	FEB 2017 LIFE INS	52-520-52-00-5222	74.13	
				10	FEB 2017 LIFE INS	82-820-52-00-5222	33.60	
						INVOICE TOTAL:	1,168.08 *	
						CHECK TOTAL:		1,168.08
523050	DUTEK	THOMAS & JULIE FLETCHER						
	1158		01/06/17	01	HOSE ASSEMBLY, BUSHING	01-410-56-00-5640	23.50	
						INVOICE TOTAL:	23.50 *	
	786074		12/19/16	01	HOSE ASSEMBLY	01-410-56-00-5628	101.00	
						INVOICE TOTAL:	101.00 *	
						CHECK TOTAL:		124.50

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
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UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523051	DUYS	DUY'S COMFORT SHOES						
		20008530	10/25/16	01	SAFETY TOE BOOTS FOR SMITH &	79-790-56-00-5600	345.00	
				02	HORNER	** COMMENT **		
						INVOICE TOTAL:	345.00 *	
		20008543	12/23/16	01	SAFTEY TOE BOOTS-HERNANDEZ	79-790-56-00-5600	175.00	
						INVOICE TOTAL:	175.00 *	
						CHECK TOTAL:		520.00
523052	DYNEGY	DYNEGY ENERGY SERVICES						
		102389316121	12/27/16	01	11/17-12/19 421 POPLAR	15-155-54-00-5482	5,938.11	
						INVOICE TOTAL:	5,938.11 *	
						CHECK TOTAL:		5,938.11
523053	EATONCOR	EATON CORPORATION						
		45738381	12/29/16	01	WELL #4 REPAIR	51-510-54-00-5445	1,650.00	
						INVOICE TOTAL:	1,650.00 *	
						CHECK TOTAL:		1,650.00
523054	EEI	ENGINEERING ENTERPRISES, INC.						
		12-122916	12/29/16	01	IL47 STREETLIGHTS &	23-230-60-00-6048	12,391.20	
				02	STREETSCAPE	** COMMENT **		
						INVOICE TOTAL:	12,391.20 *	
		60949	11/30/16	01	ROB ROY DRAINAGE DISTRICT	01-640-54-00-5465	2,060.25	
						INVOICE TOTAL:	2,060.25 *	
		61113	12/29/16	01	RT71 IMPROVEMENTS	01-640-54-00-5465	138.75	
						INVOICE TOTAL:	138.75 *	

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
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UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523054	EEI	ENGINEERING ENTERPRISES, INC.						
	61114		12/29/16	01	GAME FARM/SOMONAUK IMPROVEMENT	23-230-60-00-6073	116.25	
						INVOICE TOTAL:	116.25	*
	61115		12/29/16	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465	226.25	
						INVOICE TOTAL:	226.25	*
	61116		12/29/16	01	AUTUMN CREEK, UNIT 2A	01-640-54-00-5465	92.50	
						INVOICE TOTAL:	92.50	*
	61117		12/29/16	01	GRANDE RESERVE - AVANTI	01-640-54-00-5465	14,152.25	
						INVOICE TOTAL:	14,152.25	*
	61118		12/29/16	01	PRESTWICK	01-640-54-00-5465	658.00	
						INVOICE TOTAL:	658.00	*
	61119		12/29/16	01	BLACKBERRY WOODS	01-640-54-00-5465	300.00	
						INVOICE TOTAL:	300.00	*
	61120		12/29/16	01	CALEDONIA	01-640-54-00-5465	92.50	
						INVOICE TOTAL:	92.50	*
	61121		12/29/16	01	BRISTOL BAY, UNIT 3	01-640-54-00-5465	1,052.30	
						INVOICE TOTAL:	1,052.30	*
	61122		12/29/16	01	RT71 SANITARY SEWER AND WATER	51-510-60-00-6066	846.25	
				02	MAIN REPLACEMENT	** COMMENT **		
						INVOICE TOTAL:	846.25	*
	61123		12/29/16	01	RIVERFRONT PARK IMPROVEMENTS	72-720-60-00-6045	914.00	
						INVOICE TOTAL:	914.00	*
	61124		12/29/16	01	FOUNTAIN VILLAGE	01-640-54-00-5465	92.50	
						INVOICE TOTAL:	92.50	*
	61125		12/29/16	01	SUNFLOWER ESTATES & GREEN	12-112-54-00-5416	290.36	

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523054	EEI	ENGINEERING ENTERPRISES, INC.					
	61125		12/29/16	02	BRIAR NATURALIZATION BASIN	** COMMENT **	
				03	CONVERSION	** COMMENT **	
				04	SUNFLOWER ESTATES & GREEN	23-230-60-00-6018	136.94
				05	BRIAR NATURALIZATION BASIN	** COMMENT **	
				06	CONVERSION	** COMMENT **	
						INVOICE TOTAL:	427.30 *
	61126		12/29/16	01	US34 IMPROVEMENTS	01-640-54-00-5465	138.75
						INVOICE TOTAL:	138.75 *
	61127		12/29/16	01	BRISTOL BAY 65 PK IMPROVEMENTS	72-720-60-00-6043	1,161.75
						INVOICE TOTAL:	1,161.75 *
	61128		12/29/16	01	ROB ROY DRAINAGE DISTRICT	01-640-54-00-5465	1,200.50
						INVOICE TOTAL:	1,200.50 *
	61129		12/29/16	01	WATER WORKS SYSTEM MASTER PLAN	51-510-54-00-5465	5,000.00
						INVOICE TOTAL:	5,000.00 *
	61130		12/29/16	01	COUNTRYSIDE ST AND WATER MAIN	51-510-60-00-6082	33,055.77
				02	IMPROVEMENTS	** COMMENT **	
				03	COUNTRYSIDE ST AND WATER MAIN	23-230-60-00-6082	20,259.98
				04	IMPROVEMENTS	** COMMENT **	
						INVOICE TOTAL:	53,315.75 *
	61131		12/29/16	01	2015-16 BRIDGE INSPECTION	01-640-54-00-5465	185.00
				02	SERVICES	** COMMENT **	
						INVOICE TOTAL:	185.00 *
	61132		12/29/16	01	FOUNTAINVIEW SUBDIVISION	90-083-83-00-0111	1,335.50
						INVOICE TOTAL:	1,335.50 *
	61133		12/29/16	01	LOT 19, YORKVILLE BUSINESS	90-082-82-00-0111	853.75
				02	PARK, UNIT 3 SITE IMPROVEMENTS	** COMMENT **	
						INVOICE TOTAL:	853.75 *

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
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523054	EEI	ENGINEERING ENTERPRISES, INC.						
	61134		12/29/16	01	2016 ROAD PROGRAM	23-230-60-00-6025	1,318.00	
						INVOICE TOTAL:	1,318.00 *	
	61135		12/29/16	01	APPLETREE CT & CHURCH STREET	51-510-60-00-6025	306.25	
				02	WATER MAIN REPLACEMENT	** COMMENT **		
						INVOICE TOTAL:	306.25 *	
	61136		12/29/16	01	GC HOUSING DEVELOPMENT	90-089-89-00-0111	636.50	
						INVOICE TOTAL:	636.50 *	
	61137		12/29/16	01	HAMMAN-USPS WATER MAIN	01-640-54-00-5465	297.00	
						INVOICE TOTAL:	297.00 *	
	61138		12/29/16	01	2016 SANITARY SEWER LINING	52-520-60-00-6025	1,127.25	
						INVOICE TOTAL:	1,127.25 *	
	61139		12/29/16	01	CITY OF YORKVILL-GENERAL	01-640-54-00-5465	745.00	
						INVOICE TOTAL:	745.00 *	
	61140		12/29/16	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465	1,900.00	
						INVOICE TOTAL:	1,900.00 *	
						CHECK TOTAL:		103,081.30
523055	EEI	ENGINEERING ENTERPRISES, INC.						
	61141		12/29/16	01	BLACKBERRY WOODS-COMPLETION	23-230-60-00-6014	261.25	
				02	OF IMPROVEMENTS	** COMMENT **		
						INVOICE TOTAL:	261.25 *	
						CHECK TOTAL:		261.25
523056	EEI	ENGINEERING ENTERPRISES, INC.						
	61142		12/29/16	01	2016 ROAD PROGRAM UPDATE	01-640-54-00-5465	981.00	
						INVOICE TOTAL:	981.00 *	

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523056	EEI	ENGINEERING ENTERPRISES, INC.					
		61143	12/29/16	01	LINCOLN PRAIRIE	01-640-54-00-5465	1,200.45
						INVOICE TOTAL:	1,200.45 *
		61144	12/29/16	01	104 BEAVER ST SITE IMPROVEMENT	90-097-97-00-0111	1,309.00
						INVOICE TOTAL:	1,309.00 *
		61145	12/29/16	01	CENTER PKWY/COUNTRYSIDE PKWY	23-230-60-00-6025	1,105.50
				02	LAFO	** COMMENT **	
						INVOICE TOTAL:	1,105.50 *
		61146	12/29/16	01	MARIN BROS. ADDITION	90-063-63-00-0111	1,043.00
						INVOICE TOTAL:	1,043.00 *
		61147	12/29/16	01	STAGECOACH	23-230-60-00-6017	1,009.00
				02	CROSSING-COMPLETION OF	** COMMENT **	
				03	IMPROVEMENTS	** COMMENT **	
						INVOICE TOTAL:	1,009.00 *
		61148	12/29/16	01	WRIGLEY ACCESS DR & RT47	23-230-60-00-6009	830.00
				02	IMPROVEMENTS	** COMMENT **	
						INVOICE TOTAL:	830.00 *
		61149	12/29/16	01	WELL 3 REHABILITATION	51-510-60-00-6022	46.25
						INVOICE TOTAL:	46.25 *
		61150	12/29/16	01	GRANDE RESERVE, UNIT 2	01-640-54-00-5465	16,148.75
						INVOICE TOTAL:	16,148.75 *
		61151	12/29/16	01	GRANDE RESERVE, UNIT 5	01-640-54-00-5465	9,073.25
						INVOICE TOTAL:	9,073.25 *
		61152	12/29/16	01	FY2018 BUDGET	01-640-54-00-5465	462.50
						INVOICE TOTAL:	462.50 *
		61153	12/29/16	01	MATHRE SITE	90-100-00-00-0111	2,238.00
						INVOICE TOTAL:	2,238.00 *

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	

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523056	EEI	ENGINEERING ENTERPRISES, INC.						
		61154	12/29/16	01	BLACKBERRY WOODS-PHASE B	01-640-54-00-5465	3,892.00	
						INVOICE TOTAL:	3,892.00 *	
		61155	12/29/16	01	CEDARHURST LIVING SITE	90-101-00-00-0111	670.00	
				02	IMPROVEMENTS	** COMMENT **		
						INVOICE TOTAL:	670.00 *	
		7-122916	12/29/16	01	MILL STREET LAFO	23-230-60-00-6025	1,331.37	
						INVOICE TOTAL:	1,331.37 *	
						CHECK TOTAL:		41,340.07
523057	FARREN	FARREN HEATING & COOLING						
		10014	12/21/16	01	INSTALLED NEW IGNITOR	23-216-54-00-5446	518.41	
						INVOICE TOTAL:	518.41 *	
						CHECK TOTAL:		518.41
523058	FOXVALLE	FOX VALLEY TROPHY & AWARDS						
		33808	01/11/17	01	2017 WINTER BASKETBALL AWARDS	79-795-56-00-5606	1,125.00	
						INVOICE TOTAL:	1,125.00 *	
						CHECK TOTAL:		1,125.00
523059	GRAINCO	GRAINCO FS., INC.						
		78004249	12/19/16	01	TIRES INSTALLED	01-410-54-00-5490	428.23	
						INVOICE TOTAL:	428.23 *	
						CHECK TOTAL:		428.23
523060	HARRIS	HARRIS COMPUTER SYSTEMS						

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523060	HARRIS	HARRIS COMPUTER SYSTEMS						
		XT00005885	12/30/16	01	MY GOVHUB FEES - DEC 2016	01-120-54-00-5462	209.70	
				02	MY GOVHUB FEES - DEC 2016	51-510-54-00-5462	268.63	
				03	MY GOVHUB FEES - DEC 2016	52-520-54-00-5462	135.54	
						INVOICE TOTAL:	613.87 *	
						CHECK TOTAL:		613.87
523061	HAWKINS	HAWKINS INC						
		3998772	12/10/16	01	CHLORINE	51-510-56-00-5638	847.00	
						INVOICE TOTAL:	847.00 *	
						CHECK TOTAL:		847.00
523062	HDSUPPLY	HD SUPPLY WATERWORKS, LTD.						
		G571901	12/21/16	01	METERS, WIRE, SCREWS, COUPLING	51-510-56-00-5664	11,667.75	
						INVOICE TOTAL:	11,667.75 *	
		G603920	12/29/16	01	MXU 510R	51-510-56-00-5664	540.00	
						INVOICE TOTAL:	540.00 *	
						CHECK TOTAL:		12,207.75
523063	HENDERSO	HENDERSON PRODUCTS, INC.						
		246531	12/13/16	01	SALT SPREADER COMPUTER	01-410-56-00-5628	595.16	
						INVOICE TOTAL:	595.16 *	
		246791	12/16/16	01	MAPLIGHT, ROCKER SWITCHES,	01-410-56-00-5628	188.90	
				02	SWITCH BOX, WASHERS, SOCKET	** COMMENT **		
				03	SCREWS	** COMMENT **		
						INVOICE TOTAL:	188.90 *	
		247100	12/21/16	01	SNOW PLOW CONTROL PARTS	01-410-56-00-5628	876.21	
						INVOICE TOTAL:	876.21 *	

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT		
523063	HENDERSO	HENDERSON PRODUCTS, INC.							
		s8-02178	12/21/16	01	SOLENOID CONTROL	01-410-56-00-5628	580.00		
						INVOICE TOTAL:	580.00	*	
						CHECK TOTAL:			2,240.27
523064	ILLCO	ILLCO, INC.							
		1352419-1	01/05/17	01	PVC PIPE, PVC TEE, COUPLING,	01-410-56-00-5640	148.51		
				02	BUSHING, HOLE STRAP, BALL	** COMMENT **			
				03	VALVE	** COMMENT **			
						INVOICE TOTAL:	148.51	*	
		1352530-1	01/06/17	01	PVC PIPE	01-410-56-00-5640	7.20		
						INVOICE TOTAL:	7.20	*	
						CHECK TOTAL:			155.71
523065	INGEMUNS	INGEMUNSON LAW OFFICES LTD							
		3810	01/07/17	01	DEC 05, 12 & 28 ADMIN HEARINGS	01-210-54-00-5467	450.00		
						INVOICE TOTAL:	450.00	*	
						CHECK TOTAL:			450.00
523066	JOHNSOIL	JOHNSON OIL COMPANY IL							
		1837865	01/01/17	01	DEC 2016 GASOLINE	01-210-56-00-5695	104.70		
						INVOICE TOTAL:	104.70	*	
						CHECK TOTAL:			104.70
523067	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE							
		YOR-RNG174	01/03/17	01	2017 RANGE USAGE FEE	01-210-54-00-5460	500.00		
						INVOICE TOTAL:	500.00	*	
						CHECK TOTAL:			500.00

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT		
523068	KENDCROS	KENDALL CROSSING, LLC							
		AMU REBATE 12/16	01/13/17	01	DEC 2016 AMUSEMENT TAX REBATE	01-640-54-00-5439	6,297.82		
						INVOICE TOTAL:	6,297.82	*	
						CHECK TOTAL:			6,297.82
523069	KENPRINT	ANNETTE M. POWELL							
		16-1220	12/20/16	01	3 NOTARY STAMPS	01-210-56-00-5610	95.70		
						INVOICE TOTAL:	95.70	*	
		2286	12/14/16	01	500 BUSINESS CARDS-RAMESH	01-220-56-00-5610	33.50		
						INVOICE TOTAL:	33.50	*	
						CHECK TOTAL:			129.20
523070	KETCHMAM	MATTHEW KETCHMARK							
		011017	01/10/17	01	CHICAGO TRAINING MEAL AND	01-210-54-00-5415	24.00		
				02	PARKING REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:	24.00	*	
						CHECK TOTAL:			24.00
523071	LAWSON	LAWSON PRODUCTS							
		9304616703	01/03/17	01	WASHERS, NUTS, HEX CAPS	01-410-56-00-5620	76.78		
						INVOICE TOTAL:	76.78	*	
						CHECK TOTAL:			76.78
523072	LERMI	LERMI							
		010517	01/05/17	01	2017 MEMBERSHIP DUES-DECKER	01-210-54-00-5460	25.00		
						INVOICE TOTAL:	25.00	*	
						CHECK TOTAL:			25.00

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523073	MENLAND	MENARDS - YORKVILLE					
		66295	12/19/16	01	UTILITY HEATERS	51-510-56-00-5638	16.94
						INVOICE TOTAL:	16.94 *
		66316	12/19/16	01	HOSE, METERISC QD SET, CLEANER	52-520-56-00-5628	100.82
						INVOICE TOTAL:	100.82 *
		66381	12/20/16	01	ELECTRICAL TAPE	79-790-56-00-5640	1.99
						INVOICE TOTAL:	1.99 *
		66383-16	12/20/16	01	SPRAY BOTTLE, PAPER TOWELS,	79-790-56-00-5620	56.00
				02	CAR WASH SUPPLIES	** COMMENT **	
						INVOICE TOTAL:	56.00 *
		66418	12/20/16	01	PVC ADAPTERS	01-410-56-00-5628	4.44
						INVOICE TOTAL:	4.44 *
		66478	12/21/16	01	AFCI/GFCI BREAKER	79-790-56-00-5640	46.32
						INVOICE TOTAL:	46.32 *
		66498	12/21/16	01	PRIMER,PVC CEMENT, TEFLON	51-510-56-00-5638	13.27
				02	TAPE, CLEANOUT PLUG, PVC PIPE,	** COMMENT **	
				03	ADAPTER, PVC CAP	** COMMENT **	
						INVOICE TOTAL:	13.27 *
		66505	12/21/16	01	LOCK NUT	51-510-56-00-5638	4.74
						INVOICE TOTAL:	4.74 *
		66599	12/22/16	01	COPPER PIPE,COPPER STRAP,	01-410-56-00-5628	189.25
				02	COUPLING, BALL VALVE, TEES,	** COMMENT **	
				03	ADAPTER, PASTE FLUX	** COMMENT **	
						INVOICE TOTAL:	189.25 *
		67052	12/28/16	01	POWER OUT CARPET, TIRE FOAM	52-520-56-00-5628	12.15
						INVOICE TOTAL:	12.15 *

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
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523073	MENLAND	MENARDS - YORKVILLE					
	67102		12/29/16	01	PRIMER, SPRAY PAINT, ANTISLIP	52-520-56-00-5628	61.07
				02	ADDITIVE, PLASTIC TRAY, CHIP	** COMMENT **	
				03	BRUSH, PAINT, SPONGES, PLASTER	** COMMENT **	
						INVOICE TOTAL:	61.07 *
	67112		12/29/16	01	TUBE, SPRAY PAINT	52-520-56-00-5628	12.73
						INVOICE TOTAL:	12.73 *
	67117		12/29/16	01	BALL VALVE, ANCHORS	01-410-56-00-5640	23.36
						INVOICE TOTAL:	23.36 *
	67122		12/29/16	01	BRAKE CLEANER	01-410-56-00-5628	11.56
						INVOICE TOTAL:	11.56 *
	67148-16		12/29/16	01	ADAPTERS, BALL VALVES	01-410-56-00-5640	45.37
						INVOICE TOTAL:	45.37 *
	67210		12/30/16	01	CONNECTOR	79-790-56-00-5620	3.04
						INVOICE TOTAL:	3.04 *
	67211-16		12/30/16	01	BALL VALVE	01-410-56-00-5620	13.98
						INVOICE TOTAL:	13.98 *
	67221		12/30/16	01	WASHER, LOCKNUT, PVC ADAPTER	01-410-56-00-5628	4.75
						INVOICE TOTAL:	4.75 *
	67550		01/03/17	01	FIRST AID SUPPLIES	79-795-56-00-5606	20.64
				02	CLEANING SUPPLIES	79-795-56-00-5640	14.34
						INVOICE TOTAL:	34.98 *
	67606		01/04/17	01	PRIMER, UNDERCOATING,GRIP	52-520-56-00-5628	45.21
				02	GLOVES, GLASS CLEANER,	** COMMENT **	
				03	BRAKELEEN	** COMMENT **	
						INVOICE TOTAL:	45.21 *

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
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UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523073	MENLAND	MENARDS - YORKVILLE						
		67709	01/05/17	01	MASONARY BITS	51-510-56-00-5630	3.38	
						INVOICE TOTAL:	3.38 *	
		67736	01/05/17	01	METAL POLISH, EAR MUFFS, EYE	01-210-56-00-5620	31.83	
				02	GLASS CLEANER	** COMMENT **		
						INVOICE TOTAL:	31.83 *	
		67739-16	01/24/17	01	CORDMATE KIT, CORD COVER	79-795-56-00-5610	42.91	
						INVOICE TOTAL:	42.91 *	
		67789	01/06/17	01	WEDGE, TOILET SEAT, FLANGE	23-216-56-00-5656	16.60	
				02	BOLTS	** COMMENT **		
						INVOICE TOTAL:	16.60 *	
		67796	01/06/17	01	RAD HEATER	51-510-56-00-5638	33.94	
						INVOICE TOTAL:	33.94 *	
		67804	01/06/17	01	BOOSTER CABLE	01-210-56-00-5620	15.29	
						INVOICE TOTAL:	15.29 *	
		67843	01/06/17	01	HOSE, COUPLER	52-520-56-00-5620	31.85	
						INVOICE TOTAL:	31.85 *	
		67848	01/06/17	01	PVC ADAPTER	01-410-56-00-5620	0.93	
						INVOICE TOTAL:	0.93 *	
						CHECK TOTAL:		878.70
523074	NEOPOST	NEOFUNDS BY NEOPOST						
		011717	01/17/17	01	REFILL POSTAGE METER	01-000-14-00-1410	500.00	
						INVOICE TOTAL:	500.00 *	
						CHECK TOTAL:		500.00

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	

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523075	NICOR	NICOR GAS						
	00-41-22-8748	4-1216	01/03/17	01	12/01-01/03 1107 PRAIRIE LN	01-110-54-00-5480	34.46	
						INVOICE TOTAL:	34.46 *	
	15-41-50-1000	6-1216	01/05/17	01	12/01-01/03 804 GAME FARM RD	01-110-54-00-5480	673.64	
						INVOICE TOTAL:	673.64 *	
	15-64-61-3532	5-1216	01/04/17	01	12/02-01/04 1991 CANNONBALL TR	01-110-54-00-5480	29.06	
						INVOICE TOTAL:	29.06 *	
	20-52-56-2042	1-1216	12/30/16	01	11/29-12/30 420 FAIRHAVEN	01-110-54-00-5480	80.18	
						INVOICE TOTAL:	80.18 *	
	23-45-91-4862	5-1216	01/04/17	01	12/02-01/04 101 BRUELL ST	01-110-54-00-5480	85.72	
						INVOICE TOTAL:	85.72 *	
	61-60-41-1000	9-1216	01/05/17	01	12/02-01/04 610 TOWER LANE	01-110-54-00-5480	865.62	
						INVOICE TOTAL:	865.62 *	
	83-80-00-1000	7-1216	01/05/17	01	12/02-01/04 640 TOWER UNIT B	01-110-54-00-5480	274.26	
						INVOICE TOTAL:	274.26 *	
						CHECK TOTAL:		2,042.94
523076	NIUGRANT	NORTHERN ILLINOIS UNIVERSITY						
	PR14375		01/05/17	01	DEC 2016 MANAGEMENT INTERN	01-110-54-00-5462	1,300.00	
						INVOICE TOTAL:	1,300.00 *	
						CHECK TOTAL:		1,300.00
523077	OHERRONO	RAY O'HERRON COMPANY						
	1658576-IN		10/18/16	01	VEST	01-210-56-00-5690	662.34	
						INVOICE TOTAL:	662.34 *	

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
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523077	OHERRONO	RAY O'HERRON COMPANY						
		1701584-IN	01/09/17	01	UNIFORM AND EQUIPMENT FOR	01-210-56-00-5600	2,669.25	
				02	B.HEYE	** COMMENT **		
						INVOICE TOTAL:	2,669.25 *	
						CHECK TOTAL:		3,331.59
523078	OLEARYC	CYNTHIA O'LEARY						
		2017 YORK YOUTH BASK	12/31/16	01	ASSIGNING FEE FOR OFFICIALS	79-795-54-00-5462	1,900.00	
						INVOICE TOTAL:	1,900.00 *	
						CHECK TOTAL:		1,900.00
523079	ORRK	KATHLEEN FIELD ORR & ASSOC.						
		15169	01/05/17	01	MISCELLANEOUS LEGAL MATTERS	01-640-54-00-5456	6,834.75	
				02	DOWNTOWN TIF MATTERS	88-880-54-00-5466	848.25	
				03	GC HOUSING DEVELOPMENT MATTERS	90-089-89-00-0011	146.25	
				04	MEETINGS	01-640-54-00-5456	500.00	
				05	WINDETT RIDGE MATTERS	01-640-54-00-5456	224.25	
						INVOICE TOTAL:	8,553.50 *	
						CHECK TOTAL:		8,553.50
523080	PARADISE	PARADISE CAR WASH						
		223377	01/02/17	01	DEC 2016 CAR WASHES	01-210-54-00-5495	4.00	
						INVOICE TOTAL:	4.00 *	
						CHECK TOTAL:		4.00
523081	PATTEN	PATTEN INDUSTRIES, INC.						
		TO530068446	12/20/16	01	REPLACED CRACKED FITTING ON	51-510-54-00-5490	1,541.31	

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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UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

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523081	PATTEN	PATTEN INDUSTRIES, INC.						
	TO530068446		12/20/16	02	HYDRAULIC TANK	** COMMENT **		
						INVOICE TOTAL:	1,541.31 *	
						CHECK TOTAL:		1,541.31
523082	PFPETT	P.F. PETTIBONE & CO.						
	171417		01/05/17	01	2016 & 2017 CITY COUNCIL	01-110-56-00-5610	360.85	
				02	MINUTE BOOKS	** COMMENT **		
						INVOICE TOTAL:	360.85 *	
						CHECK TOTAL:		360.85
523083	R0001794	THOMAS O'REILLY						
	010417		01/04/17	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371	87.10	
				02	BILL FOR ACCT#0102412690-07	** COMMENT **		
						INVOICE TOTAL:	87.10 *	
						CHECK TOTAL:		87.10
523084	R0001795	GM NORTHRUP						
	O'REILY PERF GRNT		01/05/17	01	REFUND PERFORMANCE GUARANTEE	01-000-24-00-2415	6,288.00	
						INVOICE TOTAL:	6,288.00 *	
						CHECK TOTAL:		6,288.00
523085	R0001796	BRIAN USINGER						
	010517		01/05/17	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371	241.71	
				02	BILL FOR ACCT#0104170400-02	** COMMENT **		
						INVOICE TOTAL:	241.71 *	
						CHECK TOTAL:		241.71

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523086	R0001797	RON SHELDON						
	122816		12/28/16	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371	85.52	
				02	BILL FOR ACCT#0107413960-02	** COMMENT **		
						INVOICE TOTAL:	85.52 *	
						CHECK TOTAL:		85.52
523087	R0001798	BETHANY PENN						
	157557		01/05/17	01	CLASS CANCELLATION REFUND DUE	79-795-54-00-5496	53.00	
				02	TO LOW ENROLLMENT	** COMMENT **		
						INVOICE TOTAL:	53.00 *	
						CHECK TOTAL:		53.00
523088	REINDERS	REINDERS, INC.						
	1667502-00		12/27/16	01	FILTERS, SPARK PLUGS	79-790-56-00-5640	61.04	
						INVOICE TOTAL:	61.04 *	
	1667507-00		12/27/16	01	FILTERS, SCREWS	79-790-56-00-5640	165.87	
						INVOICE TOTAL:	165.87 *	
	1667509-0		12/27/16	01	FILTERS	79-790-56-00-5640	45.86	
						INVOICE TOTAL:	45.86 *	
	1667510-00		12/27/16	01	FILTERS	79-790-56-00-5640	33.88	
						INVOICE TOTAL:	33.88 *	
						CHECK TOTAL:		306.65
523089	RIVRVIEW	RIVERVIEW FORD						
	FOCS379029		11/18/16	01	FRONT SUSPENSION REPAIR	01-410-54-00-5490	1,192.15	
						INVOICE TOTAL:	1,192.15 *	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523089	RIVRVIEW	RIVERVIEW FORD						
		FOCS381083	01/03/17	01	BRAKE REPAIR, REPLACE SWAY BAR	01-410-54-00-5490	1,023.67	
						INVOICE TOTAL:	1,023.67 *	
						CHECK TOTAL:		2,215.82
523090	RSMITS	R. SMITS & SONS						
		121916	12/19/16	01	2016 LEAF DISPOSAL	01-540-54-00-5443	2,880.00	
						INVOICE TOTAL:	2,880.00 *	
						CHECK TOTAL:		2,880.00
523091	RUSSPOWE	RUSSO HARDWARE INC.						
		3566223	11/02/16	01	MOWER BELT	79-790-56-00-5640	141.50	
						INVOICE TOTAL:	141.50 *	
		3575424	11/07/16	01	COMPLETE BLADE GUARD	79-790-56-00-5640	38.94	
						INVOICE TOTAL:	38.94 *	
						CHECK TOTAL:		180.44
523092	SAFESUPP	EMERGENT SAFETY SUPPLY						
		1902619516	01/06/17	01	CALIBRATION GAS FOR SOLARIS	52-520-56-00-5620	157.51	
						INVOICE TOTAL:	157.51 *	
						CHECK TOTAL:		157.51
523093	SECSTATE	SECRETARY OF STATE						
		122816-SOEBBING	12/28/16	01	NOTARY-SOEBBING	01-210-54-00-5462	10.00	
						INVOICE TOTAL:	10.00 *	
						CHECK TOTAL:		10.00

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523094	SPEEDWAY	SPEEDWAY						
		1001542438-0117	01/01/17	01	DEC 2016 GASOLINE	79-790-56-00-5695	358.54	
				02	DEC 2016 GASOLINE	79-795-56-00-5695	67.93	
				03	DEC 2016 GASOLINE	01-210-56-00-5695	4,159.57	
				04	DEC 2016 GASOLINE	51-510-56-00-5695	640.02	
				05	DEC 2016 GASOLINE	52-520-56-00-5695	640.02	
				06	DEC 2016 GASOLINE	01-410-56-00-5695	640.02	
				07	DEC 2016 GASOLINE	01-220-56-00-5695	94.59	
						INVOICE TOTAL:	6,600.69 *	
						CHECK TOTAL:		6,600.69
523095	SUBURLAB	SUBURBAN LABORATORIES INC.						
		141453	12/30/16	01	COLIFORM	51-510-54-00-5429	372.00	
						INVOICE TOTAL:	372.00 *	
						CHECK TOTAL:		372.00
523096	TAPCO	TAPCO						
		I549602	12/15/16	01	SIGN	15-155-56-00-5619	29.10	
						INVOICE TOTAL:	29.10 *	
		i550193	12/20/16	01	STREET SIGNS	15-155-56-00-5619	588.71	
						INVOICE TOTAL:	588.71 *	
						CHECK TOTAL:		617.81
523097	THORNE	THORNE ELECTRIC						
		010617	01/06/17	01	14 GRAY COBRA HEADS	15-155-56-00-5642	700.00	
						INVOICE TOTAL:	700.00 *	
		19479	01/10/17	01	ACRYLIC DROP LENS	15-155-56-00-5642	700.00	
						INVOICE TOTAL:	700.00 *	
						CHECK TOTAL:		1,400.00

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523098	TROTSKY	TROTSKY INVESTIGATIVE						
		YORKVILLE PD 16-02	12/23/16	01	3 POLYGRAPH EXAMS	01-210-54-00-5411	390.00	
						INVOICE TOTAL:	390.00 *	
						CHECK TOTAL:		390.00
523099	UPSSTORE	MICHAEL J. KENIG						
		010517	01/05/17	01	1 PKG TO KFO	01-110-54-00-5452	30.63	
						INVOICE TOTAL:	30.63 *	
						CHECK TOTAL:		30.63
523100	VISUSEWE	VISU-SEWER OF ILLINOIS, LLC						
		7529	12/06/16	01	OPENING A LATERAL ON MORGAN ST	52-520-54-00-5495	1,155.00	
						INVOICE TOTAL:	1,155.00 *	
						CHECK TOTAL:		1,155.00
523101	VITOSH	CHRISTINE M. VITOSH						
		CMV 1822-1830	01/04/17	01	NOV & DEC 2016 ADMIN HEARINGS	01-210-54-00-5467	900.00	
						INVOICE TOTAL:	900.00 *	
						CHECK TOTAL:		900.00
523102	WAREHOUS	WAREHOUSE DIRECT						
		3309510-0	12/20/16	01	USB DRIVES	01-210-56-00-5620	27.96	
						INVOICE TOTAL:	27.96 *	
		3327187-0	01/06/17	01	TAPE, ENVELOPES	01-210-56-00-5610	23.83	
						INVOICE TOTAL:	23.83 *	
						CHECK TOTAL:		51.79

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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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523103	WARREN	BRIAN PARISH						
	161219		12/18/16	01	ADJUST EYES ON DOOR	23-216-56-00-5656	190.34	
						INVOICE TOTAL:	190.34 *	
	170110		01/10/17	01	REPLACE TRACK SECTION OF DOOR	01-410-56-00-5640	121.25	
						INVOICE TOTAL:	121.25 *	
						CHECK TOTAL:		311.59
523104	WTRFORD	WATERFORD COUNSELING &						
	121916		12/19/16	01	POST-OFFER EVALUATION REPORT	01-210-54-00-5411	340.00	
						INVOICE TOTAL:	340.00 *	
	122816		12/28/16	01	POST OFF EVALUATION REPORT	01-210-54-00-5411	340.00	
						INVOICE TOTAL:	340.00 *	
						CHECK TOTAL:		680.00
523105	WTRPRD	WATER PRODUCTS, INC.						
	0270905		12/16/16	01	BAND REPAIR CLAMPS	51-510-56-00-5640	405.27	
						INVOICE TOTAL:	405.27 *	
	0271042		12/30/16	01	BRAKEFLANGE REPAIR KIT	51-510-56-00-5640	765.00	
						INVOICE TOTAL:	765.00 *	
						CHECK TOTAL:		1,170.27
523106	YBSD	YORKVILLE BRISTOL						
	123116SF		01/11/17	01	DEC 2016 SANITARY FEES	95-000-24-00-2450	289,327.45	
						INVOICE TOTAL:	289,327.45 *	
						CHECK TOTAL:		289,327.45

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
523107	YORKACE	YORKVILLE ACE & RADIO SHACK						
		161831	12/21/16	01	ROCKER SWITCH	01-410-56-00-5640	6.50	
						INVOICE TOTAL:	6.50 *	
		161908	01/03/17	01	ROLL PINS, WASHER, BOLT	01-410-56-00-5640	16.62	
						INVOICE TOTAL:	16.62 *	
		161921	01/06/17	01	BUSHING	01-410-56-00-5620	1.29	
						INVOICE TOTAL:	1.29 *	
		161948	01/10/17	01	FAUCET, MEASURE CUP	01-410-56-00-5620	12.48	
						INVOICE TOTAL:	12.48 *	
						CHECK TOTAL:		36.89
523108	YORKPDPC	YORKVILLE POLICE DEPT.						
		122816	12/28/16	01	SANDWICH BAGS, NOTARY FOR 4	01-210-56-00-5620	35.15	
				02	PEOPLE, BATTERIES	** COMMENT **		
						INVOICE TOTAL:	35.15 *	
						CHECK TOTAL:		35.15
523109	YORKSELF	YORKVILLE SELF STORAGE, INC						
		122116-45	12/21/16	01	NOV 2016 STORAGE	01-210-54-00-5485	80.00	
						INVOICE TOTAL:	80.00 *	
						CHECK TOTAL:		80.00
523110	YOUNGM	MARLYS J. YOUNG						
		112216	12/29/16	01	ANNUAL JOINT REVIEW BOARD	01-110-54-00-5462	40.25	
				02	MEETING MINUTES	** COMMENT **		
						INVOICE TOTAL:	40.25 *	

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/24/17

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523110	YOUNGM	MARLYS J. YOUNG						
	122016		01/10/17	01	12/20/16 PW COMMITTEE MEETING	01-110-54-00-5462	106.25	
				02	MINUTES	** COMMENT **		
						INVOICE TOTAL:	106.25 *	
						CHECK TOTAL:		146.50
523111	00000000	TOTAL DEPOSIT						
	012417		01/24/17	01	TOTAL DIRECT DEPOSITS		581.06	
						INVOICE TOTAL:	581.06 *	
						CHECK TOTAL:		581.06
						TOTAL AMOUNT PAID:		695,780.16

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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VENDOR NAME	NUMBER	DEPOSIT AMOUNT	BANK	ACCOUNT #	TYPE
DAVID BROWN	BROWND	218.15	TRAINING MILEAGE REIMBURSEMENT		
JOHN SLEEZER	SLEEZERJ	125.94	REIMBURSEMENT FOR PANTS		
TOM SOELKE	SOELKET	236.97	TRAINING MILEAGE REIMBURSEMENT		
TOTAL AMOUNT OF DIRECT DEPOSITS		581.06			

Total # of Vendors : 3

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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UNITED CITY OF YORKVILLE
PAYROLL SUMMARY
January 13, 2017

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	$ 17,537.20	$ -	17,537.20	$ 1,890.50	$ 1,291.21	$ 20,718.91
FINANCE	8,864.99	-	8,864.99	987.98	684.31	$ 10,537.28
POLICE	102,941.82	15,651.35	118,593.17	561.54	8,826.76	$ 127,981.47
COMMUNITY DEV.	14,414.72	-	14,414.72	1,389.77	1,069.44	$ 16,873.93
STREETS	12,901.26	-	12,901.26	1,390.75	949.32	$ 15,241.33
WATER	14,012.64	218.78	14,231.42	1,534.14	1,033.42	$ 16,798.98
SEWER	8,020.20	-	8,020.20	880.75	608.15	$ 9,509.10
PARKS	18,069.70	-	18,069.70	1,891.85	1,339.25	$ 21,300.80
RECREATION	11,158.41	-	11,158.41	1,161.67	818.07	$ 13,138.15
LIBRARY	13,827.16	-	13,827.16	867.62	1,025.88	$ 15,720.66
TOTALS	$ 221,748.10	$ 15,870.13	$ 237,618.23	$ 12,556.57	$ 17,645.81	$ 267,820.61

TOTAL PAYROLL **$ 267,820.61**

UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, January 24, 2017

ACCOUNTS PAYABLE	**DATE**	
Manual Check Register *(Page 1)*	01/06/2017	105,503.88
City Check Register *(Pages 2 - 33)*	01/24/2017	695,780.16
SUB-TOTAL:		**$801,284.04**
WIRE PAYMENTS		
* BNY Mellon - 2003 Debt Certificates - Interest PMT	12/09/2016	10,725.00
* BNY Mellon - 2003 Debt Certificates - Principal PMT	12/09/2016	$100,000.00
* Amalgamated Bank of Chicago - 2014B Bond - Interest PMT	12/22/2016	25,075.00
Amalgamated Bank of Chicago - 2014B Bond - Principal PMT	12/22/2016	270,000.00
* Amalgamated Bank of Chicago - 2014C Bond - Interest PMT	12/22/2016	15,075.00
Amalgamated Bank of Chicago - 2014C Bond -Principal PMT	12/22/2016	120,000.00
* BNY Mellon - 2004B Bond - Interest PMT	12/22/2016	26,000.00
BNY Mellon - 2004B Bond - Principal PMT	12/22/2016	410,000.00
* BNY Mellon - 2006A Bond - Interest PMT	12/22/2016	9,200.00
* BNY Mellon - 2006A Bond - Principal PMT	12/22/2016	460,000.00
* BNY Mellon - 2011 Bond - Principal PMT	12/22/2016	745,000.00
* BNY Mellon - 2011 Bond - Interest PMT	12/22/2016	194,526.00
* BNY Mellon - 2007A Bond - Interest PMT	12/22/2016	318.75
* BNY Mellon - 2007A Bond - Principal PMT	12/22/2016	15,000.00
TOTAL PAYMENTS:		**$2,400,919.75**
PAYROLL		
Bi - Weekly *(Page 34)*	01/13/2017	267,820.61
SUB-TOTAL:		**$267,820.61**
TOTAL DISBURSEMENTS:		**$3,470,024.40**

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	☐
Human Resources	☐
Community Development	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Mayor #1

Tracking Number

CC 2017-01

Agenda Item Summary Memo

Title: Ward 2 Alderman - Update

Meeting and Date: City Council – January 24, 2017

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required:

Council Action Requested:

Submitted by: Mayor Gary J. Golinski

Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Human Resources	☐
Community Development	☐
Police	☐
Public Works	■
Parks and Recreation	☐

Agenda Item Number

Mayor #2

Tracking Number

CC 2017-02

Agenda Item Summary Memo

Title: Resolution approving real estate contract for 609 N Bridge St.

Meeting and Date: City Council – January 24, 2017

Synopsis: See Attached.

Council Action Previously Taken:

Date of Action: N/ A Action Taken:

Item Number:

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: January 19, 2017
Subject: Acquisition of 609 N Bridge St

Summary

Approval of a resolution authorizing the purchase of 609 N Bridge St.

Background

The City Council identified the ~2/3 acre at 609 N Bridge St as a potential site for future expansion and renovation of the Public Works facility at 610 Tower Lane. When the property went on the market in July 2016 for $197,000, staff performed some limited due diligence on the property and began discussions with the property owner on purchase price. After several weeks of negotiations, the property owner and the City agreed to a purchase price of $160,000 plus payment of the 2016 property taxes on the property. Accordingly, a draft resolution and standard real estate contract is attached for consideration.

The property contains a ~100 year-old house that has undergone various renovations over the past few decades. The house and the accessory structures are being purchase as-is, as the City has no current plans to use the building for public access. The disclosures on the property are clean, but after a few walk-throughs the staff is guessing that there are some asbestos materials in the home. These would be remediated at a later date, depending on the City's future use of the building.

The value of the property to the City lies in the adjacency to 610 Tower Lane and the access to Route 47. While the City has no immediate plans to expand the Public Works facility at 610 Tower Lane, we felt that the permanency of the water tower, well, and water treatment facility on the site meant that we would use the site to grow and/or re-orient the facility in the long-term future.

This item was not contemplated as part of the FY 17 budget approval. Approval of the resolution document would authorize the staff to conduct the closing at a date to be determined. Although the approved FY 17 budget contained a deficit of a few hundred thousand dollars, Finance Director Fredrickson has advised me that the projected budget is supposed to be near break-even (not including the purchase of this property). Accordingly, the approval of this project would result in deficit spending, but is not expected to require a formal budget amendment nor is it expected to cause the budget to be worse than what was approved in April 2016.

Recommendation

Staff recommends approval of the resolution authorizing the purchase of 609 N Bridge St.

Resolution No. 2017-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING A REAL ESTATE CONTRACT FOR THE PURCHASE OF REAL ESTATE LOCATED AT 609 N. BRIDGE STREET

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

WHEREAS, the City is authorized to purchase real estate for public purposes pursuant to Section 11-61-3 of the Illinois Municipal Code, 65 ILCS 5/11-61-3.

WHEREAS, the City desires to purchase certain real property commonly known as 609 N. Bridge Street, Yorkville, Illinois 60560 (the "*Subject Property*"), as legally described on Exhibit A hereto; and,

WHEREAS, the current owner is willing to sell the Subject Property to the City for the sale price of $160,000.00; and,

WHEREAS, the Mayor and City Council of the City have determined that it is in the best interests of the City and its citizens to purchase the Subject Property for the above stated sale price.

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 Multi-Board Residential Real Estate Contract 6.1 attached hereto as Exhibit B and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver and to undertake any and all action as may be required to implement the terms of said Contract on behalf of the United City of Yorkville.

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

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

_____
CITY CLERK

CARLO COLOSIMO	_____	KEN KOCH	_____
JACKIE MILSCHEWSKI	_____	JOEL FRIEDERS	_____
CHRIS FUNKHOUSER	_____	DIANE TEELING	_____
SEAVER TARULIS	_____		

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

_____
MAYOR

Attest:

_____
City Clerk

EXHIBIT "A"

THAT PART OF LOTS 1, 2 AND 3 IN BLOCK 2 OF GALE'S SECOND ADDITION TO THE VILLAGE OF BRISTOL AND PART OF VACATED PARK STREET LYING NORTHERLY OF AND ADJOINING SAID LOTS 1 AND 2, ALL DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHEAST CORNER OF LOT 7 IN SAID BLOCK 2, THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 7, 160 FEET, THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 7, 80 FEET TO THE WESTERLY LINE OF SAID LOT 7, THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF LOT 6 IN SAID BLOCK 2, 12 FEET, THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID LOTS 6 AND 3, 98 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUING NORTHERLY ALONG SAID PARALLEL LINE 75 84 FEET TO A LINE DRAWN PARALLEL WITH AND 99 66 FEET SOUTHERLY OF, AS MEASURED ALONG THE EASTERLY LINE OF SAID LOT 3 AND SAID EASTERLY LINE EXTENDED NORTHERLY, THE SOUTHERLY LINE OF BLOCK 3 IN SAID GALE'S SECOND ADDITION, THENCE CONTINUING NORTHERLY ALONG SAID PARALLEL LINE 99 66 FEET TO THE SOUTHERLY LINE OF SAID BLOCK 3, THENCE EASTERLY ALONG SAID SOUTHERLY LINE 172 00 FEET MORE OR LESS TO THE EASTERLY LINE OF SAID BLOCK 3, THENCE SOUTHERLY ALONG SAID EASTERLY LINE EXTENDED AND ALONG THE EASTERLY LINE OF SAID BLOCK 2, 175 5 FEET TO A LINE DRAWN PARALLEL WITH THE NORTH LINE OF LOTS 6, 7 AND 8 IN SAID BLOCK 2, FROM THE POINT OF BEGINNING, THENCE WESTERLY ALONG SAID PARALLEL LINE, 172 FEET TO THE POINT OF BEGINNING, IN THE CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,

EXCEPT THAT PART OF LOT 1 IN BLOCK 2 OF GALE'S SECOND ADDITION TO THE VILLAGE OF BRISTOL IN THE UNITED CITY OF THE VILLAGE OF YORKVILLE, IN KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, AND BEARINGS USE HEREIN ARE REFERENCED TO AN ASSUMED DATUM

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 2, THENCE NORTH 0 DEGREES 25 MINUTES 52 SECONDS WEST 246 05 FEET ALONG THE EAST LINE OF SAID BLOCK 2 TO THE SOUTH LINE OF THE PROPERTY DESCRIBED IN A WARRANTY DEED RECORDED AS DOCUMENT NUMBER 77-3054 IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS AND TO THE POINT OF BEGINNING, THENCE SOUTH 87 DEGREES 31 MINUTES 25 SECONDS WEST 7 07 FEET ALONG SAID SOUTH LINE, THENCE NORTH 3 DEGREES 27 MINUTES 58 SECONDS EAST 104 01 FEET TO THE EAST LINE OF SAID BLOCK 2, THENCE SOUTH 0 DEGREES 25 MINUTES 52 SECONDS EAST 103 51 FEET TO THE POINT OF BEGINNING, CONTAINING 366 SQUARE FEET, MORE OR LESS SITUATED IN THE COUNTY OF KENDALL, ILLINOIS,

FURTHER EXCEPTIONG THEREFROM THE PROPERTY AS SET FORTH IN THE DEED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION RECORDED MAY 20, 2011, AS DOCUMENT NO 201100008299, SAID PROPERTY BEING MORE PROPERLY DESCRIBED AS FOLLOWS

PART OF LOT 1 IN BLOCK 2 IN GALE'S SECOND ADDITION TO THE VILLAGE OF BRISTOL AND PART OF VACATED PARK STREET LYING NORTHERLY OF AND

ADJOINING SAID LOT 1, IN THE CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM NAD 1983-EAST ZONE
COMMENCING AT THE SOUTHWEST CORNER OF LOT 3 IN NORTH BRIDGE STREET SUBDIVISION, IN YORKVILLE, THENCE SOUTH 85 DEGREES 55 MINUTES 50 SECONDS EAST 40 740 METERS [133 66 FEET] ALONG THE NORTH LINE OF SAID VACATED PARK STREET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 85 DEGREES 55 MINUTES 50 SECONDS EAST 4 998 METERS [16 40 FEET] ALONG THE NORTH LINE OF SAID VACATED PARK STREET TO THE WESTERLY EXISTING RIGHT OF WAY LINE FOR FAP 326 (IL 47), THENCE SOUTH 06 DEGREES 07 MINUTES 48 SECONDS WEST 21 921 METERS [71 92 FEET] ALONG SAID WESTERLY EXISTING RIGHT OF WAY LINE, THENCE SOUTH 10 DEGREES 01 MINUTES 24 SECONDS WEST 31 702 METERS [104 00 FEET] ALONG SAID WESTERLY EXISTING RIGHT OF WAY LINE, THENCE NORTH 85 DEGREES 45 MINUTES 27 SECONDS WEST 6 811 METERS [22 35 FEET], THENCE NORTH 06 DEGREES 05 MINUTES 34 SECONDS EAST 19 724 METERS [64 71 FEET], THENCE NORTH 27 DEGREES 53 MINUTES 39 SECONDS EAST 10 770 METERS [35 33 FEET], THENCE NORTH 06 DEGREES 05 MINUTES 34 SECONDS EAST 23 868 METERS [78 31 FEET] TO THE POINT OF BEGINNING. CONTAINING 331 SQUARE METERS, MORE OR LESS [CONTAINING 3,563 SQUARE FEET, MORE OR LESS], SITUATED IN THE UNITED CITY OF YORKVILLE, COUNTY OF KENDALL, STATE OF ILLINOIS, HEREBY RELEASING AND WAIVING ALL RIGHT UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS

MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.1

1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties".

Buyer Name(s) *[please print]* United City of Yorkville

Seller Name(s) *[please print]* Judith L. Burks as Trustee of the Judith L. Burks Declaration of Living Trust

If Dual Agency Applies, Complete Optional Paragraph 31.

2. THE REAL ESTATE: Real Estate shall be defined as the property, all improvements, the fixtures and Personal Property included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with approximate lot size or acreage of _____ commonly known as:

609 N. Bridge Street	Yorkville	Illinois	60560
Address	City	State	Zip
Kendall		02-28-351-016	
County	Unit # (If applicable)	Permanent Index Number(s) of Real Estate	

If Condo/Coop/Townhome Parking is Included: # of spaces(s) _____; identified as Space(s) # _____; *[check type]* ☐ deeded space, PIN: _____ ☐ limited common element ☐ assigned space.

3. PURCHASE PRICE: The Purchase Price shall be $ 160,000.00. After the payment of Earnest Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in "Good Funds" as defined by law.

4. EARNEST MONEY: Earnest Money shall be held in trust for the mutual benefit of the Parties by *[check one]*:
■ Seller's Brokerage; ☐ Buyer's Brokerage; ☐ As otherwise agreed by the Parties, as "Escrowee".
Initial Earnest Money of $ 1,000.00 shall be tendered to Escrowee on or before 7 day(s) after Date of Acceptance. ~~Additional Earnest Money of $ _____ shall be tendered by _____, 20___.~~

5. FIXTURES AND PERSONAL PROPERTY AT NO ADDITIONAL COST: All of the fixtures and included Personal Property are owned by Seller and to Seller's knowledge are in operating condition on the Date of Acceptance, unless otherwise stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems together with the following items of Personal Property at no additional cost by Bill of Sale at Closing *[Check or enumerate applicable items]*:

☐ Refrigerator	☐ Central Air Conditioning	☐ Central Humidifier	☐ Light Fixtures, as they exist
☐ Oven/Range/Stove	☐ Window Air Conditioner(s)	☐ Water Softener (owned)	☐ Built-in or attached shelving
☐ Microwave	☐ Ceiling Fan(s)	☐ Sump Pump(s)	☐ All Window Treatments & Hardware
☐ Dishwasher	☐ Intercom System	☐ Electronic or Media Air Filter(s)	☐ Existing Storms and Screens
☐ Garbage Disposal	☐ Backup Generator System	☐ Central Vac & Equipment	☐ Fireplace Screens/Doors/Grates
☐ Trash Compactor	☐ Satellite Dish	☐ Security System(s) (owned)	☐ Fireplace Gas Log(s)
☐ Washer	☐ Outdoor Shed	☐ Garage Door Opener(s) with all Transmitters	☐ Invisible Fence System, Collar & Box
☐ Dryer	☐ Planted Vegetation		☐ Smoke Detectors
☐ Attached Gas Grill	☐ Outdoor Play Set(s)	☐ All Tacked Down Carpeting	☐ Carbon Monoxide Detectors

Other Items Included at No Additional Cost: _____

Items Not Included: AS IS

~~Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in operating condition at Possession except: _____.~~
~~A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.~~
~~**If Home Warranty will be provided, complete Optional Paragraph 34.**~~

6. CLOSING: Closing shall be on January 27, 20 17 or at such time as mutually agreed by the Parties in writing. Closing shall take place at the escrow office of the title company (or its issuing agent) that will issue the Owner's Policy of Title Insurance, situated nearest the Real Estate or as shall be agreed mutually by the Parties.

7. POSSESSION: Unless otherwise provided in Paragraph 40, Seller shall deliver possession to Buyer at Closing. Possession shall be deemed to have been delivered when Seller has vacated the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.

~~**8. MORTGAGE CONTINGENCY: If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 36 a) OR Paragraph 36 b) MUST BE USED. If any portion of Paragraph 36 is used, the provisions of this Paragraph 8 are NOT APPLICABLE.**~~
This Contract is ~~contingent upon~~ Buyer obtaining a *[check one]* ☐ fixed; ☐ ~~adjustable~~; *[check one]* ☐ conventional; ☐ FHA/VA (if FHA/VA is chosen, complete ~~Paragraph 37~~); ☐ ~~other~~ _____ loan for ____ % of the Purchase Price, plus ~~private mortgage insurance~~ (PMI), if ~~required~~, with an interest rate (initial rate if an adjustable rate mortgage used) ~~not~~ to exceed _____% per annum, amortized ~~over~~ not less than _____ years. Buyer shall pay ~~loan~~ origination fee and/or discount points not to exceed _____ % of the ~~loan~~ amount. Buyer shall ~~pay~~ usual and customary processing fees and closing costs charged by lender. (Complete ~~Paragraph 35 if~~ closing cost credits apply).

Buyer shall make written loan application within five (5) Business Days after the Date of Acceptance; **failure to do so shall constitute an act of Default under this Contract.** ***[Complete both a) and b)]***:

a) Not later than _____, 20 ____, (if no date is inserted, the date shall be twenty-one (21) days after the Date of Acceptance) Buyer shall provide written evidence from Buyer's licensed lending institution confirming that Buyer has provided to such lending institution an "Intent to Proceed" as that term is defined in the rules of the Consumer Financial Protection Bureau and has paid all lender application and appraisal fees. If Buyer is unable to provide such written evidence, Seller shall have the option of declaring this Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date specified herein or any extension date agreed to by the Parties in writing.

b) Not later than _____, 20 ____, (if no date is inserted, the date shall be sixty (60) days after the Date of Acceptance) Buyer shall provide written evidence from Buyer's licensed lending institution confirming that Buyer has received a written mortgage commitment for the loan referred to above. If Buyer is unable to provide such written evidence either Buyer or Seller shall have the option of declaring this Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date specified herein or any extension date agreed to by the Parties in writing.

A Party causing delay in the loan approval process shall not have the right to terminate under either of the preceding paragraphs. In the event neither Party elects to declare this Contract terminated as of the latter of the dates specified above (as may be amended from time to time), then this Contract shall continue in full force and effect without any loan contingencies.

Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this paragraph if Buyer obtains a loan commitment in accordance with the terms of this paragraph even though the loan is conditioned on the sale and/or closing of Buyer's existing real estate.

9. STATUTORY DISCLOSURES: If applicable, prior to signing this Contract, Buyer:
[check one] ■ has ☐ has not received a completed Illinois Residential Real Property Disclosure;
[check one] ■ has ☐ has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home";
[check one] ■ has ☐ has not received a Lead-Based Paint Disclosure;
[check one] ■ has ☐ has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions";

[check one] ■ has ☐ has not received the Disclosure of Information on Radon Hazards.

10. PRORATIONS: Proratable items shall include without limitation, rents and deposits (if any) from tenants; ~~Special Service Area or Special Assessment Area tax for the year of Closing only~~; utilities, water and sewer; and ~~Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item. Seller represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are $ _____ per _____ (and, if applicable Master/Umbrella Association fees are $ _____ per _____). Seller agrees to pay prior to or at Closing any special assessments (by any association or governmental entity) confirmed prior to the Date of Acceptance. Special Assessment Area or Special Service Area installments due after the year of Closing shall not be proratable items and shall be paid by Buyer.~~ The general Real Estate taxes shall be paid in full by the Buyer. ~~prorations shall be final as of Closing, except as provided in Paragraph 22. If the amount of the most recent ascertainable full year tax bill reflects a homeowner, senior citizen or other exemption, a senior freeze or senior deferral, then Seller has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental entity, before or after Closing, to preserve said exemption(s). The requirements of this Paragraph shall survive the Closing.~~

11. ATTORNEY REVIEW: Within five (5) Business Days after Date of Acceptance, the attorneys for the respective Parties, by Notice, may:

a) Approve this Contract; or

b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or

c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract shall be null and void; or

d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may declare this Contract null and void and this Contract shall remain in full force and effect.

Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 11 c). If Notice is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES: Buyer may conduct at Buyer's expense (unless otherwise provided by governmental regulations) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect infestation.

a) Buyer agrees that minor repairs and routine maintenance items of the Real Estate do not constitute defects and are not a part of this contingency. **The fact that a functioning major component may be at the end of its useful life shall not render such component defective for purposes of this paragraph.** Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any inspection. The home inspection shall cover only the major components of the Real Estate, including but not limited to central heating system(s), central cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors, appliances and foundation. A major component shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety. If radon mitigation is performed, Seller shall pay for any retest.

b) Buyer shall serve Notice upon Seller or Seller's attorney of any defects disclosed by any inspection for which Buyer requests resolution by Seller, together with a copy of the pertinent pages of the inspection reports within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard inspection) after the Date of Acceptance. If within ten (10) Business Days after the Date of Acceptance written agreement is not reached by the Parties with respect to resolution of all inspection issues, then either Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be null and void.

c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void. Said Notice shall not include any portion of the inspection reports unless requested by Seller.

d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain in full force and effect.

13. HOMEOWNER INSURANCE: This Contract is contingent upon Buyer obtaining evidence of insurability for an Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business Days after the Date of Acceptance. **If Buyer is unable to obtain evidence of insurability and serves Notice with proof of same to Seller within time specified, this Contract shall be null and void. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.**

14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area. **If Notice of the option to declare contract null and void is not given to Seller within ten (10) Business Days after the Date of Acceptance or by the time specified in Paragraph 8 b), whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.** Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

15. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS: (If applicable) The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and utility easements including any easements established by or implied from the Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.

b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to the Date of Acceptance.

c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between the Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.

d) Seller shall, within five (5) Business Days from the Date of Acceptance, apply for those items of disclosure upon sale as described in the Illinois Condominium Property Act, and provide same in a timely manner, but no later than the time period provided for by law. This Contract is subject to the condition that Seller be able

to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or additional documentation, Buyer agrees to comply with same.

e) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the premises or would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Seller Notice within five (5) Business Days after the receipt of the documents and information required by this Paragraph, listing those deficiencies which are unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect.

f) Seller shall not be obligated to provide a condominium survey.

g) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

16. THE DEED: Seller shall convey or cause to be conveyed to Buyer or Buyer's Designated grantee good and merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in an estate), and subject to assuming liability to pay (Buyer) 2016 real estate taxes payable 2017 by Buyer. Title when conveyed will be good and merchantable, subject only to: covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due which will be payable by Buyer

17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:

a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required by municipal ordinance shall be paid by the Party designated in such ordinance.

b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

18. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 16. The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. **If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure against loss or damage that may result from such exceptions or survey matters or insure against any court-ordered removal of the encroachments.** If Seller fails to have such exceptions waived or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

19. PLAT OF SURVEY: Not less than one (1) Business Day prior to Closing, except where the Real Estate is a condominium (see Paragraph 15) Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of

Survey that conforms to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked or flagged. The Plat of Survey shall include the following statement placed near the professional land surveyor's seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as defined, is not a boundary survey and is not acceptable.

20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING: If prior to delivery of the deed the Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified by this paragraph.

21. CONDITION OF REAL ESTATE AND INSPECTION: Seller agrees to leave the Real Estate in broom clean condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate, fixtures and included Personal Property prior to Possession to verify that the Real Estate, improvements and included Personal Property are in substantially the same condition as of the Date of Acceptance, normal wear and tear excepted.

22. REAL ESTATE TAX ESCROW: In the event the Real Estate is improved, but has not been previously taxed for the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon demand.

23. SELLER REPRESENTATIONS: Seller's representations contained in this paragraph shall survive the Closing. Seller represents that with respect to the Real Estate Seller has no knowledge of nor has Seller received any written notice from any association or governmental entity regarding:

a) zoning, building, fire or health code violations that have not been corrected;
b) any pending rezoning;
c) boundary line disputes;
d) any pending condemnation or Eminent Domain proceeding;
e) easements or claims of easements not shown on the public records;
f) any hazardous waste on the Real Estate;
g) any improvements to the Real Estate for which the required initial and final permits were not obtained;
h) any improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment; or
i) any improvements to the Real Estate which are eligible for the home improvement tax exemption.

Seller further represents that:

[Initials] ____ ____ ____ ____ There *[check one]* ☐ is ☐ is not a pending or unconfirmed special assessment affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

____ ____ ____ ____ The Real Estate *[check one]* ☐ is ☐ is not located within a Special Assessment Area or Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.

All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of matters that require modification of the representations previously made in this Paragraph 23, Seller shall promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may terminate this Contract by Notice to Seller and this Contract shall be null and void.

24. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

25. FACSIMILE OR DIGITAL SIGNATURES: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and delivery thereof by one of the following methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be produced by scanning an original, hand-signed document and transmitting same by facsimile. An acceptable digital signature may be produced by use of a qualified, established electronic security procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format") document incorporating the digital signature and sending same by electronic mail.

26. DIRECTION TO ESCROWEE: In every instance where this Contract shall be deemed null and void or if this Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of competent jurisdiction."

In the event either Party has declared the Contract null and void or the transaction has failed to close as provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the Escrowee may elect to proceed as follows:

a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends to disburse in the absence of any written objection. If no written objection is received by the date indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties. **If any Party objects in writing** to the intended disbursement of Earnest Money then Earnest Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.

b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional costs and fees incurred in filing the Interpleader action.

27. NOTICE: Except as provided in Paragraph 32 c) 2) regarding the manner of service for "kick-out" Notices, all Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

a) By personal delivery; or

b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or

c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or

d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this Contract; or

e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

28. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

29. CHOICE OF LAW AND GOOD FAITH: All terms and provisions of this Contract including but not limited to the Attorney Review and Professional Inspection paragraphs shall be governed by the laws of the State of Illinois and are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

30. OTHER PROVISIONS: This Contract is also subject to those OPTIONAL PROVISIONS initialed by the Parties and the following additional attachments, if any: _____

_____.

OPTIONAL PROVISIONS (Applicable ONLY if initialed by all Parties)

[Initials] ____ ____ ____ ____ **31. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to _____ (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

____ ____ ____ ____ **32. SALE OF BUYER'S REAL ESTATE:**

a) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE: Buyer represents to Seller as follows:

1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:

_____.
Address City State Zip

2) Buyer *[check one]* ☐ has ☐ has not entered into a contract to sell Buyer's real estate.
If Buyer has entered into a contract to sell Buyer's real estate, that contract:
a) *[check one]* ☐ is ☐ is not subject to a mortgage contingency.
b) *[check one]* ☐ is ☐ is not subject to a real estate sale contingency.
c) *[check one]* ☐ is ☐ is not subject to a real estate closing contingency.

3) Buyer *[check one]* ☐ has ☐ has not listed Buyer's real estate for sale with a licensed real estate broker and in a local multiple listing service.

4) If Buyer's real estate is not listed for sale with a licensed real estate broker and in a local multiple listing service, Buyer *[check one]*:

a) ☐ Shall list real estate for sale with a licensed real estate broker who will place it in a local multiple listing service within five (5) Business Days after Date of Acceptance.
[For information only] Broker: _____
Broker's Address: _____ Phone: _____
b) ☐ Does not intend to list said real estate for sale.

b) CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:

1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is in full force and effect as of _____, 20 _____. Such contract should provide for a closing date not later than the Closing Date set forth in this Contract. **If Notice is served on or before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 32, and this Contract shall remain in full force and effect.** (If this paragraph is used, then the following paragraph **must** be completed.)

2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 32 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real estate on or before _____, 20 _____. **If Notice that Buyer has not closed the sale of Buyer's real estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this Paragraph 32, and this Contract shall remain in full force and effect.**

3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 32 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 32 b) 1)), Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination. **Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 32 and complies with Paragraph 32 d), this Contract shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.**

c) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE: During the time of this contingency, Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph 32 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 32 b), subject to Paragraph 32 d).

2) Seller's Notice to Buyer (commonly referred to as a 'kick-out' Notice) shall be in writing and shall be served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such 'kick-out' Notice should be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
   a) By personal delivery effective at the time and date of personal delivery; or
   b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be effective at 10:00 A.M. on the morning of the second day following deposit of Notice in the U.S. Mail; or

c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4:00 P.M. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.

3) If Buyer complies with the provisions of Paragraph 32 d) then this Contract shall remain in full force and effect.

4) If the contingencies set forth in Paragraph 32 b) are NOT waived in writing, within said time period by Buyer, this Contract shall be null and void.

5) Except as provided in Paragraph 32 c) 2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.

6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

d) **WAIVER OF PARAGRAPH 32 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in Paragraph 32 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest money in the amount of $ _____ in the form of a cashier's or certified check within the time specified. **If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed ineffective and this Contract shall be null and void.**

e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations contained in Paragraph 32 at any time, and Buyer agrees to cooperate in providing relevant information.

____ ____ ____ ____ **33. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before _____, 20____. **In the event the prior contract is not cancelled within the time specified, this Contract shall be null and void. Seller's notice to the purchaser under the prior contract should not be served until after Attorney Review and Professional Inspections provisions of this Contract have expired, been satisfied or waived.**

____ ____ ____ ____ **34. HOME WARRANTY:** Seller shall provide at no expense to Buyer a Home Warranty at a cost of $ _____. Evidence of a fully pre-paid policy shall be delivered at Closing.

____ ____ ____ ____ **35. CREDIT AT CLOSING:** Provided Buyer's lender permits such credit to show on the HUD-1 Settlement Statement or Closing Disclosure, **and if not, such lesser amount as the lender permits**, Seller agrees to credit $ _____ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

____ ____ ____ ____ **36. TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING ALTERNATIVE OPTIONS IS SELECTED, THE PROVISIONS OF THE MORTGAGE CONTINGENCY PARAGRAPH 8 SHALL NOT APPLY [*CHOOSE ONLY ONE*]:**

a) ____ ____ ____ ____ **Transaction With No Mortgage (All Cash):** If this selection is made, Buyer will pay at closing, in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall constitute a material breach of this Contract by Buyer. The Parties shall share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate.**

b) ____ ____ ____ ____ **Transaction, Mortgage Allowed:** If this selection is made, Buyer will pay at closing, in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or minus prorations) to close this transaction. Such cooperation shall include the performance in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee. **Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate.**

____ ____ ____ ____ **37. VA OR FHA FINANCING:** If Buyer is seeking VA or FHA financing, **required FHA or VA amendments and disclosures shall be attached to this Contract.** If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP) shall be paid by Buyer and *[check one]* ☐ shall ☐ shall not be added to the mortgage loan amount.

____ ____ ____ ____ **38. WELL OR SANITARY SYSTEM INSPECTIONS:** Seller shall obtain at Seller's expense a well water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of remedying a defect or deficiency and the cost of landscaping together exceed $3,000.00, and if the Parties cannot reach agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

____ ____ ____ ____ **39. WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 12, within ten (10) Business Days after the Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the appropriate state regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the report to proceed with the purchase or to declare this Contract null and void.

____ ____ ____ ____ **40. POST CLOSING POSSESSION:** Possession shall be delivered no later than 11:59 P.M. on the date that is _____ days after the date of Closing ("the Possession Date"). Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until delivery of possession. Seller shall

deposit in escrow at Closing with _____, *[check one]* ☐ one percent (1%) of the Purchase Price or ☐ the sum of $ _____ to be paid by Escrowee as follows:

a) The sum of $ _____ per day for use and occupancy from and including the day after Closing to and including the day of delivery of Possession, if on or before the Possession Date;

b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

JB ____ ____ **41. "AS IS" CONDITION:** This Contract is for the sale and purchase of the Real Estate in its "As Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those known defects, if any, disclosed by Seller. Buyer may conduct an inspection at Buyer's expense. In that event, Seller shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any inspection. **In the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer so notifies Seller within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and Buyer shall not be obligated to send the inspection report to Seller absent Seller's written request for same. Failure of Buyer to notify Seller or to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and this Contract shall remain in full force and effect.** Buyer acknowledges that the provisions of Paragraph 12 and the warranty provisions of Paragraph 5 do not apply to this Contract.

____ ____ ____ ____ **42. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real Estate by _____ Buyer's Specified Party, within five (5) Business Days after the Date of Acceptance. In the event Buyer's Specified Party does not approve of the Real Estate and Notice is given to Seller within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

____ ____ ____ ____ **43. INTEREST BEARING ACCOUNT:** Earnest money (with a completed W-9 and other required forms), shall be held in a federally insured interest bearing account at a financial institution designated by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to Buyer. **Buyer shall be responsible for any administrative fee (not to exceed $100) charged for setting up the account.** In anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10) Business Days prior to the anticipated Closing date.

____ ____ ____ ____ **44. MISCELLANEOUS PROVISIONS:** Buyer's and Seller's obligations are contingent upon the Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and with such additional terms as either Party may deem necessary, providing for one or more of the following *[check applicable boxes]*:

☐ Articles of Agreement for Deed or Purchase Money Mortgage	☐ Assumption of Seller's Mortgage	☐ Commercial/Investment
☐ Short Sale	☐ Cooperative Apartment	☐ New Construction
	☐ Tax-Deferred Exchange	☐ Vacant Land

THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 6.1.

Date of Offer	DATE OF ACCEPTANCE
Buyer Signature	Seller Signature: Judith L. Burks
Buyer Signature	Seller Signature
Print Buyer(s) Name(s) *[Required]*	Print Seller(s) Name(s) *[Required]*: Judith L. Burks
Address	Address: 421 Jackson St
City State Zip	City: Lyonsville State: Ill Zip: 60564
Phone E-mail	Phone E-mail

FOR INFORMATION ONLY

Buyer's Brokerage	MLS #	State License #	Seller's Brokerage	MLS #	State License #
Address City Zip			Address City Zip		
Buyer's Designated Agent	MLS #	State License #	Seller's Designated Agent	MLS #	State License #
Phone Fax			Phone Fax		
E-mail			E-mail		
Buyer's Attorney E-mail			Seller's Attorney E-mail		
Address City State Zip			Address City State Zip		
Phone Fax			Phone Fax		
Mortgage Company Phone			Homeowner's/Condo Association (if any) Phone		
Loan Officer Phone/Fax			Management Co./Other Contact Phone		
Loan Officer E-mail			Management Co./Other Contact E-mail		

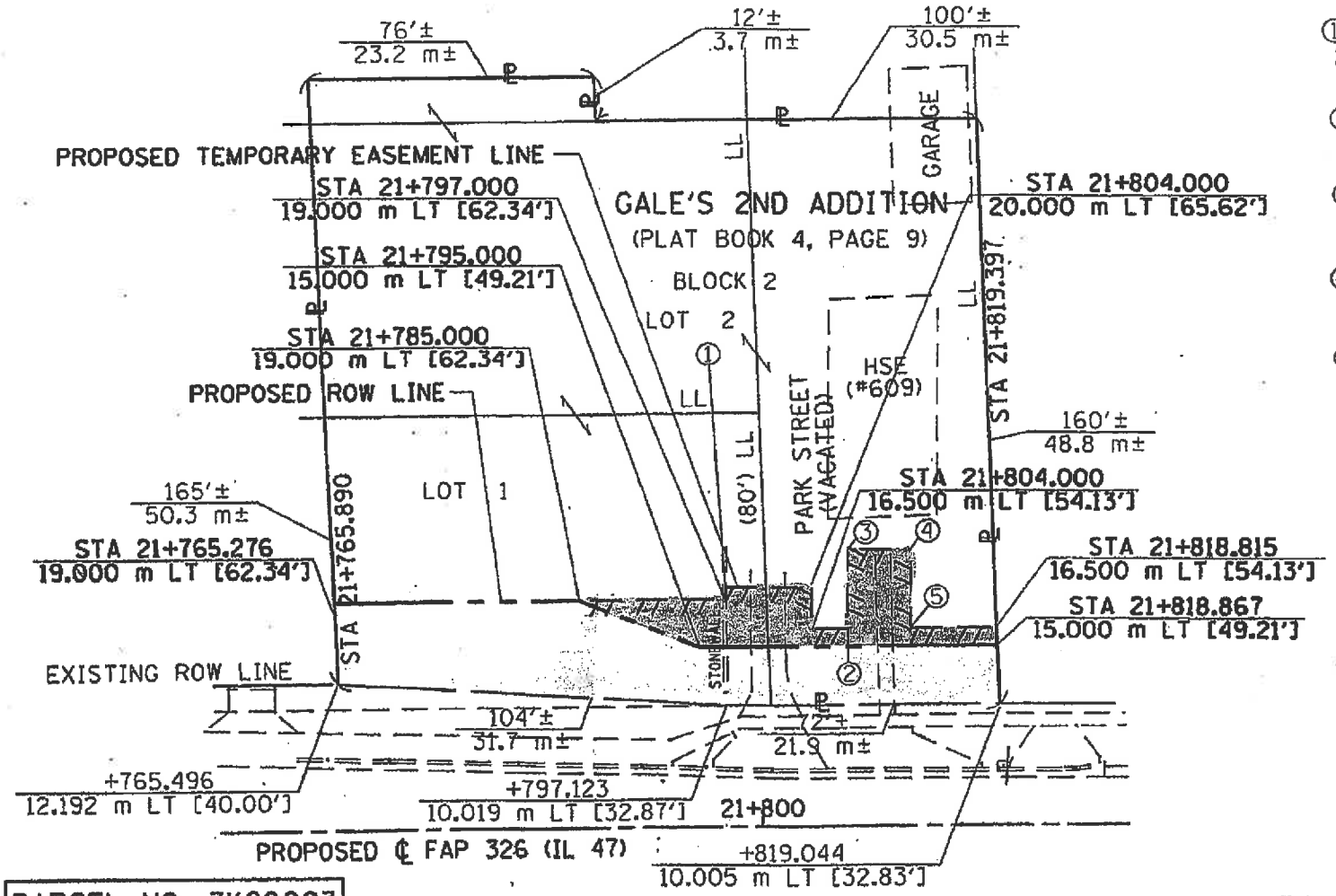
Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.

Seller rejection: This offer was presented to Seller on _____, 20 ____ at ___:___ A.M./P.M. and rejected on _____, 20 ____ at ___:___ A.M./P.M. ____ ____ *[Seller Initials]*

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PART OF LOT 1, BLOCK 2 AND VACATED PARK STREET OF GALE'S SECOND ADDITION,
TO THE CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

SEC 28, T 37 N, R 7 E, 3RD PM



PARCEL NO. 3KC0093

THE ESTATE OF ROBERTA G. PETERSON, deceased

TOTAL HOLDING	=	2,658 m² ±	[28,610 SF]±
TOTAL ROW REQUIRED	=	331 m² ±	[3,563 SF]±
REMAINDER	=	2,327 m² ±	[25,047 SF]±
TEMPORARY EASEMENT	=	118 m² ±	[1267 SF]±

TE PURPOSE = DRIVE RECONSTRUCTION

5 10 15 20 25

APHIC SCALE IN METERS
SCALE 1 : 500

PREMIS

FAP 326
SECTION (5C
KENDALL
JOB NO R

Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	■
Human Resources	☐
Community Development	☐
Police	■
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Public Safety #1

Tracking Number

PS 2017-03

Agenda Item Summary Memo

Title: Intergovernmental Agreement with Newark for Administrative Adjudication

Meeting and Date: Public Safety Committee – January 5, 2017

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: PS – 1/05/17 Action Taken: Moved forward to City Council.

Item Number: PS 2017-03

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Public Safety Committee
From: Bart Olson, City Administrator
CC:
Date: December 29, 2016
Subject: Intergovernmental Agreement with Newark for Administrative Adjudication

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Summary

An ordinance approving an intergovernmental agreement with Newark for use of the City's administrative adjudication hearings.

Background

Newark writes a few tickets per year for various issues, and currently prosecutes them through the circuit court system. Since Newark writes so few tickets, they did not think the effort of creating their own administrative adjudication system would be worth it. So, a few months ago, staff was approached by the Village Attorney for Newark, Boyd Ingemunson, about use of Yorkville's administrative adjudication hearings for tickets issued by Newark. This would be allowable with an intergovernmental agreement and is something staff felt would be a good example for intergovernmental cooperation.

A draft intergovernmental agreement is attached. It allows Newark citations to use the Yorkville administrative adjudication process. For the first six months, Yorkville will cover the cost of adjudication and will evaluate how much cost should be apportioned to Newark at the end of the six months. We will then that use framework to establish cost sharing going forward.

Recommendation

Staff recommends approval of the intergovernmental agreement.

Resolution No. 2017-_____

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE UNITED CITY OF YORKVILLE AND THE VILLAGE OF NEWARK REGARDING ADMINISTRATIVE ADJUDICATION

WHEREAS, the United City of Yorkville, Kendall County, Illinois ("*Yorkville*") and the Village of Newark, Kendall County, Illinois ("*Newark*") are duly organized and validly existing non home-rule municipalities created in accordance with the Constitution of the State of Illinois of 1970 and the laws of this State; and,

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibit by law or by ordinance; and,

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*., Yorkville and Newark are authorized to enter into an agreement for the joint performance of any powers, privileges, functions or authority which may be exercised by a public agency of the State of Illinois; and,

WHEREAS, as a non home-rule municipality, pursuant to Section 1-2.1 of the Illinois Municipal Code, 65 ILCS 5/1-2.1-1 *et seq.* and Section 11-31.1 of the Illinois Municipal Code, 65 ILCS 5/11-31.1-1 *et seq.* (collectively, the "*Municipal Code*") Yorkville, by Ordinance dated October 27, 2015, adopted the Municipal Code and set forth the procedures for an administrative adjudication system ("*Yorkville Adjudication System*") through which an administrative hearing officer conducts administrative hearings to adjudicate certain violations of the United City of Yorkville Code of Ordinances (the "*Yorkville City Code*"); and,

WHEREAS, Newark believes it to be in its best interests to utilize the Yorkville Adjudication System to adjudicate violations of its ordinances in an effort to avoid duplication of systems and provide cost savings; and,

WHEREAS, Yorkville agrees that it is in its best interests to facilitate adjudication of violations of Newark's ordinances through the Yorkville Adjudication System.

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 Intergovernmental Agreement by and between the United City of Yorkville and the Village of Newark Regarding Administrative Adjudication, attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the United City of Yorkville.

Section 2. The Mayor and City clerk are hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

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

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

_____
CITY CLERK

CHRIS FUNKHOUSER	_____	KEN KOCH	_____
CARLO COLOSIMO	_____	DIANE TEELING	_____
JACKIE MILSCHEWSKI	_____	JOEL FRIEDERS	_____
SEAVER TARULIS	_____		

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

_____
MAYOR

Attest:

_____
City Clerk

AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE UNITED CITY OF YORKVILLE AND THE VILLAGE OF NEWARK
REGARDING ADMINISTRATIVE ADJUDICATION

THIS INTERGOVERNMENTAL AGREEMENT (the "*Agreement*") is made and entered into as of the _____ day of _____, 2016, by and between the United City of Yorkville, Kendall County, Illinois ("*Yorkville*") a municipal corporation of the State of Illinois and the Village of Newark, Kendall County, Illinois ("*Newark*") a municipal corporation of the State of Illinois (collectively "*Parties*").

WITNESSETH:

WHEREAS, Yorkville and Newark are duly organized and validly existing non home-rule municipalities created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and,

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, Yorkville and Newark are authorized to enter into an agreement for the joint performance of any powers, privileges, functions or authority which may be exercised by a public agency of the State of Illinois; and,

WHEREAS, as a non home-rule municipality, pursuant to Section 1-2.1 of the Illinois Municipal Code, 65 ILCS 5/1-2.1-1 *et seq.* and Section 11-31.1 of the Illinois Municipal Code, 65 ILCS 5/11-31.1-1 *et seq.* (collectively, the "*Municipal Code*") Yorkville, by Ordinance dated

October 27, 2015, adopted the Municipal Code and established the procedures for an administrative adjudication system ("*Yorkville Adjudication System*") through which an administrative hearing officer conducts administrative hearings to adjudicate certain violations of the United City of Yorkville Code of Ordinances (the "*Yorkville City Code*"); and,

WHEREAS, Newark has adopted, or will adopt prior to the date of this Agreement, an ordinance which authorizes Newark to administratively adjudicate violations of its ordinances; and,

WHEREAS, Newark believes it to be in its best interests to utilize the Yorkville Adjudication System to adjudicate violations of its ordinances in an effort to avoid duplication of systems and provide cost savings; and,

WHEREAS, Yorkville agrees that it is in its best interests to facilitate adjudication of violations of Newark's ordinances through the Yorkville Adjudication System; and,

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which Yorkville will provide Newark with use of the Yorkville Adjudication System for processing violations of Newark's ordinances.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereafter set forth, the Parties agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. Yorkville, through the Yorkville Adjudication System, will process and conduct administrative adjudications of citations that are issued by Newark code enforcement officers from time to time and which are assigned by the issuing officer for administrative adjudication.

Section 3. At the expiration of the first six (6) months of the term of this Agreement, Yorkville shall review the number of citations heard and time allotted to Newark at each session of the Yorkville Adjudication System and determine if any proportion of the costs incurred by Yorkville for the administrative hearing officer and court reporter should be paid by Newark. If Yorkville determines that they have incurred increased costs as a result of the Newark citations, then the parties shall mutually agree upon a proportional division of the expenses.

Section 4. Hearings on citations to be processed through the Yorkville Adjudication System shall be held at the United City of Yorkville Village Hall, 800 Game Farm Road, Yorkville, Illinois 6056 in accordance with the procedures as set forth in the Yorkville City Code.

Section 5. All administrative adjudication hearings under the Yorkville Adjudication System shall be conducted by an administrative hearing officer appointed by Yorkville pursuant to the Yorkville City Code.

Section 6. Newark shall indemnify and hold harmless Yorkville, and its officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, from the acts or omissions or Newark, or its officer, agents, employees or contractors, in the exercise of its rights or the performance of its obligations under this Agreement.

Section 7. Nothing in this Agreement shall be deemed to change or alter the jurisdiction of either Yorkville or Newark in any respect.

Section 8. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified,

postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt

If to the Village: Bob Nordengren
Village Administrator
101 W. Lions Street
Newark, Illinois 60541

With a copy to: Boyd Ingemunson
Ingemunson Law Offices Ltd.
759 W. John St. Suite A
Yorkville, Illinois 60560

If to the City: Bart Olson
City Administrator
800 Game Farm Road
Yorkville, Illinois 60560

With a copy to : Kathleen Field Orr
Kathleen Field Orr & Associates
53 West Jackson Blvd., Suite 964
Chicago, Illinois 60604

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

Section 9. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Section 10. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

Section 11. When performing pursuant to the terms of this Agreement, Yorkville and Newark intend that any injuries to their respective employees shall be covered and handled

exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of Yorkville or Newark and their respective employees, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the employee making such a claim..

Section 12. This Agreement shall be in full force and effect for a period of 3 years from the date of the last signature below, and may be renewed upon agreement of the parties in writing; provided however, either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party.

Section 13. This Agreement may be amended only with written consent of all parties hereto.

Section 14. Yorkville and Newark each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, Kendall County,
Illinois, a municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

Village of Newark, Kendall County,
Illinois, a municipal corporation

By: _____
Mayor

Attest:

_____
Village Clerk

Reviewed By:	
Legal	☐
Finance	■
Engineer	☐
City Administrator	■
Human Resources	☐
Community Development	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Admin Committee #1

Tracking Number

ADM 2017-09

Agenda Item Summary Memo

Title: Audit RFP – Vendor Selection

Meeting and Date: City Council – January 24, 2017

Synopsis: Selection of accounting firm for City auditing services.

Council Action Previously Taken:

Date of Action: ADM – 1/18/17 Action Taken: Moved forward to City Council agenda.

Item Number: ADM 2017-09

Type of Vote Required: Super-Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson (Name) Finance (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Administration Committee
From: Rob Fredrickson, Finance Director
Date: January 9, 2017
Subject: Request for Proposal – Auditing Services

In November of last year, the City issued a request for proposal (RFP) for auditing services and received bids from eight accounting firms. Please see Exhibit A for a cost summary of each firm's proposal. Please note that the cost of a Single Audit has been omitted from the cost summary sheet because it is highly unlikely that the City would need to conduct one. Single Audits are required only if the City spends $750,000 or more in federal grant monies, which historically has not been an issue in Yorkville.

As shown on Exhibit A, the low cost bidder from the RFP was Mack & Associates, with a bid of $159,750 over the proposed five-year contract term. However, despite being the low bidder, staff has concerns in engaging Mack to perform auditing services for the City. Staff's primary concern is that Mack appears to have limited experience in auditing municipalities that are similar in size and scope to Yorkville, as indicated by their "Village" client listing on pdf page 9 and their "Reference" list found on pdf pages 26 and 27 of their proposal. In addition, Mack currently has only one client that participates in the Government Finance Officers Association (GFOA) CAFR (i.e. FYE Audited Financial Report) Award program, which is the highest form of recognition for excellence in financial reporting in the United States and Canada (Yorkville has achieved this recognition annually since FYE 2011).

Thus, after reviewing the remaining proposals, it is the recommendation of staff that the City accept the proposal of the second lowest bidder, Lauterbach & Amen (L&A), LLP. As indicated on pdf page 30 of their proposal, L&A has vast experience in performing auditing services for municipalities that are both similar in size and scope to that of Yorkville. Furthermore, L&A is one of the top ten firms in the nation that submit reports to the GFOA CAFR Award program, with approximately 70 clients currently holding a GFOA Certificate of Achievement. L&A also hosts an annual client meeting, at no additional cost, which staff has found useful in assisting management with the implementation of new accounting standards and other finance and accounting related issues. Proposals from Lauterbach and Amen and the other bidding firms have been attached for your review and consideration.

Exhibit A

Request for Proposals - Auditing Services

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	5 Year Totals
Mack & Associates	$ 30,200	$ 31,100	$ 32,000	$ 32,900	$ 33,550	**$ 159,750**
Lauterbach & Amen *	32,120	32,980	33,840	34,700	35,560	**169,200**
BKD	32,500	33,350	34,200	34,350	35,300	**169,700**
Baker Tilly	34,500	35,540	36,610	37,710	38,840	**183,200**
Selden Fox	36,250	36,675	37,250	37,725	38,225	**186,125**
Wipfli	36,000	36,700	37,500	38,300	39,100	**187,600**
Sikich	37,473	38,222	38,987	39,766	40,561	**195,009**
Newkirk & Associates	39,000	40,800	42,100	43,650	45,200	**210,750**

(Totals Exclude Single Audit)

** City's current audit firm*

Proposal to Provide
Professional Services to

UNITED CITY OF YORKVILLE

For the Years Ending April 30, 2017, 2018, 2019, 2020 and 2021

Lauterbach and Amen, LLP

Certified Public Accountants
27W457 Warrenville Road
Warrenville, Illinois 60555-3902
www.lauterbachamen.com

Proposal to Provide
Professional Services to

UNITED CITY OF YORKVILLE

For the Years Ending
April 30, 2017, 2018, 2019, 2020 and 2021

Submitted by:

Lauterbach & Amen, LLP
27W457 Warrenville Road
Warrenville, IL 60555-3902
630.393.1483 Phone
630.393.2516 Fax
www.lauterbachamen.com

Contact:

Ronald J. Amen, Partner
630.393.1483 Ext. 227
ramen@lauterbachamen.com

December 16, 2016

TABLE OF CONTENTS

	Page
Transmittal Letter	1 - 2
Profile of the Firm	3 - 12
Audit Approach	13 - 17
Price and Billing	18 - 20
References	21
Client Listing	22
Appendices	Peer Review Report Contractor Certifications

Lauterbach and Amen, LLP

Certified Public Accountants
27W457 Warrenville Road
Warrenville, Illinois 60555-3902
www.lauterbachamen.com

Lauterbach & Amen, LLP
CERTIFIED PUBLIC ACCOUNTANTS
27W457 WARRENVILLE RD. • WARRENVILLE, ILLINOIS 60555
PHONE 630.393.1483 • FAX 630.393.2516
www.lauterbachamen.com

December 16, 2016

United City of Yorkville
Attn: Rob Fredrickson, Finance Director
800 Game Farm Road
Yorkville, Illinois 60560

Lauterbach & Amen, LLP (L & A) is pleased to respond to your request to provide auditing services to the United City of Yorkville (City).

Enclosed in this proposal are details about our practice, our people and our reputation for quality service to governments, as well as an outline of our audit approach and scope of the audit process. L & A is a firm entirely specialized in the governmental sector, allowing us to provide an unrivaled commitment to exceeding your expectations with regards to quality service, government specific expertise, and timing and approach of the audit process. Our five partners share a combined 100 years of exclusive government experience, with past experience in not-for-profit, tax and commercial clients. Their years of experience in the governmental sector will directly benefit the City. L & A possesses the resources and drive to continually exceed your expectations.

At L & A our mission is to provide accounting, compilation, assurance, and consulting services to governments in the spirit of excellence and altruism. As a firm, we are committed to adhering to stringent moral standards in addition to the legally imposed professional standards and guidelines, priding ourselves in our flexible attitude towards accommodating our clients, and continually striving to be an elite personal client service firm. L & A will attain the highest quality employees who share our core values and capacities in order to continue to service our clients at the level at which they are accustomed. Our staff utilizes their expertise to educate clients with the anticipation that it will lead to accurate solutions to challenges that may arise in the daily course of financial activities. Our goal is to maintain personalized relationships with our current clients, while continuing to acquire new clients with the hopes of creating equally valuable bonds. At L & A we continually strive to distinguish ourselves from other accounting firms by emphasizing the following:

- Conducting annual training sessions with our clients in a small group setting covering such topics as: new GASB pronouncements, understanding the financial statements, identification of finance department efficiencies and best practices, etc.
- Providing professional audit and consulting services to over 150 local governments on an annual basis, and providing compilation and benefit services to over 200 police and firefighters' pension funds.
- Engaging in audit planning, preliminary work and continual communication with our clients to ensure an efficient and quality audit process. This also ensures that audit issues will be identified early and solutions will be implemented timely.
- Possessing exclusive expertise in the area of local government, as evidenced by our *exemplary* retention rate of the Certificate of Achievement for Excellence in Financial Reporting for clients with continual submissions to the program. L & A is also in the top ten firms nationally that submit audits to the Certificate of Achievement Program.

- Allowing our clients to dictate scheduling needs related to the audit process and adhering to those needs. We continually meet or exceed the deadlines established by our clients.
- Identifying, communicating and assisting in the implementation of identified opportunities for improved and more efficient financial or procedural operations.
- Maintaining a highly professional staff, each of which possess extensive knowledge in the area of local government, continually broadening their knowledge of local government issues through in-house training, involvement in various local government organizations and through continuing professional education programs.
- Maintaining a program of continuity for multi-year engagements, including minimal rotation of staff and in-charge auditors, allowing for the establishment of efficient working relationships with the City.
- Continually promoting communication with management from the beginning of our engagement and throughout the year. This includes an entrance conference and planning meetings with the City, weekly meetings with management to review the progress of the engagement, if requested, an exit conference to discuss our findings and report production issues, meetings with elected officials during the evenings to answer questions regarding the audit and any other related issues, and continual communication throughout the year. We are committed to listening to your needs and customizing the audit process to meet those needs.
- Striving to continually be a proven leader in the government accounting industry and assisting our clients on the implementation of new, complex pronouncements and issues affecting local government, including one-on-one assistance with the understanding and implementation of these new pronouncements and issues. We will provide thorough and timely answers to any of your questions or needs.
- Customizing our audit approach to focus on those areas that represent significant risk to the City and any of the City's uniquely complex issues.
- Forming professional resource alliances with other businesses in the areas of human resources, tax and information technology so, if required and if permitted by current audit independence standards, we would be able to provide the City the highest level of service.

We are very excited about the opportunity to *continue to serve* the City and are committed to providing the City with quality service and commit to perform the work within the established time period. We believe we have talented people and the appropriate experience to provide you with a quality audit at a fair and competitive price. The Partners that are signing this proposal are entitled to represent the Firm, empowered to submit the proposal and authorized to sign a contract with the City. This proposal is a firm and irrevocable offer for 60 days. If you have any questions about this proposal or need to discuss these matters further, please contact us. We look forward to your reply.

Respectfully Submitted,

LAUTERBACH & AMEN, LLP

Ronald J. Amen
Partner

Jamie L. Wilkey
Partner

PROFILE OF THE FIRM



Lauterbach and Amen, LLP

Certified Public Accountants
27W457 Warrenville Road
Warrenville, Illinois 60555-3902
www.lauterbachamen.com

PROFILE OF THE FIRM

Professional Personnel

Our office is located in Warrenville, Illinois, and staffed professionally as follows:

Partners	5
Managers / Senior Accountants	20
Staff Accountants	70
TOTAL	95

Firm Structure and Philosophy

L & A was founded nineteen years ago with the goal of providing an unrivaled level of service and expertise to local governments. We are different from most accounting firms in that we are specialized in the governmental sector, and specifically in the area of governmental auditing and consulting. In addition, we provide a wide range of accounting services, some of which include: tax, monthly accounting and bookkeeping for units of governments, and a specialty in Police and Firefighter Pension accounting and consulting. As a client of L & A, you will be served by partners whose experience and depth of knowledge will become a valuable management resource.

L & A is specialized in the governmental sector.

A close working relationship with management on a year-round basis is the best way to provide our clients with the benefit of our knowledge. This approach also allows for the timely resolution of questions and problems as they arise rather than after the fact.

L & A focuses on a close working relationship with management.

Through understanding the client's activities and a close working relationship with management, L & A can best respond to and help initiate programs that lead to improved operations and efficiencies.

PROFILE OF THE FIRM – CONTINUED

Firm Structure and Philosophy - Continued

We at L & A recognize that we are involved in a people-oriented endeavor. Our goals and objectives, therefore, are centered on this understanding. We strive:

- To create an environment that encourages a high level of communication between the client and staff.
- To provide clients with the highest attainable level of staff capability through selective recruiting and creation of a work environment that aids personal growth.
- To continually improve the quality of our services.
- To support our financial, business, professional and social communities.

We have a full-time commitment to governmental accounting and reporting. Through our experience, we are able to help clients anticipate and prepare for changes in their operating environment. The value of our services lies not only in the performance of an efficient audit, but in our detailed review of finance practices, and our extensive knowledge of key topics affecting local governments.

L & A continually reviews our audit services to ensure an efficient audit process, exemplary communication with our clients, and education of issues affecting local governments on a year-round basis. This education includes annual small group training sessions with our clients covering such topics as the implementation of new GASB pronouncements and SAS's, understanding the financial statements, identification of finance department efficiencies and best practices, etc.

L & A provides annual small group training sessions to educate clients on key issues affecting local government.

We have extensive experience in the field of local governmental accounting and auditing, including serving a substantial number of municipalities, park districts, library districts, special districts, pension funds, joint ventures and other various governmental organizations. We have included a partial list of such entities references, and would encourage you to contact any or all of them for references as to our qualifications and level of service. We have also provided our current client listing as evidence of our expertise in and commitment to governmental accounting and auditing.

PROFILE OF THE FIRM – CONTINUED

Firm Structure and Philosophy - Continued

It has been our experience that questions or problems may arise during the year for which a client may call upon us for assistance. The following is a partial list of services we can provide to governmental entities in addition to the required annual audit:

- Financial reporting - assistance in the implementation of authoritative pronouncement requirements, assistance in obtaining or securing the Certificate of Achievement from the GFOA
- Taxpayer compliance - specialized audits for selected revenue sources
- Utility or enterprise funds - analysis, forecasting, rate structure, consulting
- Federal, State and Local Grants
- Budget (providing assistance in obtaining the Distinguished Budget Award from the GFOA), appropriation and tax levy documents
- Personnel issues - evaluation and executive search
- Policies and procedures documentation and implementation
- Temporary staffing and training
- Pension Fund related issues, including benefit calculations, funding analysis, etc.
- Human resources - taxability issues, fringe benefits, policies, etc.

L & A can provide many other services in addition to the annual audit.

We consider it essential to maintain the lines of communication throughout the year. To attain this we both formally (via meetings, letters, etc.) and informally (via telephone calls, emails, etc.) keep our clients advised of changes and recent developments related to government.

The success of our engagements results from the dedication to service from our key personnel. Following are the resumes of key personnel that would be working on your engagement:

KEY ENGAGEMENT PERSONNEL

RONALD J. AMEN
MANAGING PARTNER

Mr. Amen has over 25 years of experience serving clients in the governmental sector. He has participated in numerous governmental engagements, including municipalities, park districts, school districts, State and Federal governments, Universities and other governments.

Educational and Membership Background

University of Nebraska
Certified Public Accountant
American Institute of Certified Public Accountants
Member of Illinois CPA Society (ICPAS)
Member of Government Finance Officers Association (GFOA) and Illinois GFOA
Member of AICPA Government Audit Quality Center
Illinois Municipal Treasurers Association (IMTA)
Illinois Association of Park Districts/Illinois Parks & Recreation Association (IAPD/IPRA)
GFOA Special Review Committee for the Certificate of Achievement
Instructor for IGFOA Training Courses
Instructor for IMTA Training Courses

Governmental Accounting and Auditing Experience

Mr. Amen has managed numerous governmental engagements during his experience in public accounting. Assignments ranging from audits, single audits, TIF audits, performance reviews, budgeting, strategic planning, and other projects is a brief history of his background. Due to his extensive government background, Mr. Amen is often used as a resource for providing creative solutions to issues affecting local governments. Mr. Amen functions as a working partner, in that he is available and present during each phase of the audit process.

Mr. Amen has also participated in the management of some large commercial and not-for-profit engagements. This experience includes audits, tax preparation, consulting and strategic planning for both commercial and not-for-profit clients.

KEY ENGAGEMENT PERSONNEL

JAMIE L. WILKEY
TECHNICAL PARTNER

Ms. Wilkey has 14 years of professional accounting experience exclusively in the governmental sector. She has participated in numerous governmental engagements, including municipalities, park districts, school districts, libraries, special districts and various other units of government.

Educational and Membership Background

Truman State University
Northern Illinois University
Member of IGFOA
GFOA Special Review Committee for the Certificate of Achievement
Member of the Technical Accounting Review Committee (TARC)
Illinois Municipal Treasurers Association (IMTA)
Instructor for IGFOA Training Courses
Instructor for IMTA Training Courses
Instructor for IPPFA Training Courses

Governmental Accounting and Auditing Experience

Ms. Wilkey's experience in the government sector includes management of numerous units of government. Such assignments include annual audits, single audits, TIF audits, grant specific audits, and other related projects. Ms. Wilkey has been responsible for the management of numerous annual audits for government units, all of which have either received the Certificate of Achievement for Excellence in Financial Reporting award from the Government Finance Officers Association (GFOA) in the first year of their submittal to the program or maintained their Certificate standing.

Ms. Wilkey also has extensive government consulting experience, which includes the responsibility for all financial operations of the government unit, including, but not limited to, the maintaining of the general ledger, trial balance, balance sheet, and consolidated financials. Ms. Wilkey has also assisted numerous clients with payroll processing, budget preparation, supervision of accounts receivable, accounts payable and utility billing processing, tax levies and related documents, and the recommendation and implementation of various finance/accounting department procedures and policies.

KEY ENGAGEMENT PERSONNEL

MATT R. BERAN
OPERATIONS PARTNER

Mr. Beran has 11 years of professional accounting experience, 6 of those years are exclusively in the governmental sector. Prior to working in governmental, Mr. Beran was a Supervisor at one of the Big 4 accounting firms. He has participated in numerous governmental engagements, including municipalities, park districts, libraries, school districts, special districts, not-for-profit, and various other units of government.

Educational and Membership Background

Truman State University
Certified Public Accountant
American Institute of Certified Public Accountants
Member of IGFOA
Illinois Municipal Treasurers Association
Instructor for IMTA Training Courses

Mr. Beran's experience in the government sector includes managing numerous governmental engagements. Assignments ranging from audits, single audits, TIF audits, performance reviews, budgeting, strategic planning, and other projects is a brief history of his background.

Governmental Accounting and Auditing Experience

Mr. Beran has been responsible for the training of staff at Lauterbach and Amen. The training includes audit methodology and the specifics of governmental accounting, such as property taxes, debt, and full accrual versus modified accrual accounting. He researches new GASB pronouncements and gains an understanding of the change and how it will affect clients, audit staff, and the audit process. Then Mr. Beran passes along this knowledge to clients to ensure they understand what is changing.

Mr. Beran has also been responsible for various agreed-upon procedures including forensic audits. He has been able to observe various municipalities, park districts and libraries and prepare an extensive report on their current internal controls and procedures. Mr. Beran will also then give various suggestions on how to improve internal controls and procedures to improve efficiency and accuracy while still having proper segregation of duties.

KEY ENGAGEMENT PERSONNEL

Ann Vanvooren

Ann has 6 years of professional accounting experience exclusively in the governmental sector. She is a graduate of Marquette University and is a Certified Public Accountant. Ann is one of L&A's report writers who handles the draft process of the Comprehensive Annual Financial Reports. She also specializes in auditing and performing consulting services for municipalities.

Don Shaw

Don has 7 years of professional accounting experience, 5 of those years are exclusively in the governmental sector. He is a graduate of Northern Illinois University and is a Certified Public Accountant. Don specializes in municipalities, school districts and OMB A-133 single audit testing, reporting and submission.

Erin Kuhn

Erin has 5 years of professional accounting experience exclusively in the governmental sector. She is a graduate of Missouri State University. Erin specializes in auditing municipalities and internal control testing for all government clients. She has completed various agreed upon procedures for clients and prepared reports on their internal controls.

Jen Krueger

Jen has 5 years of professional accounting experience exclusively in the governmental sector. She is a graduate of the University of Miami. Jen specializes in municipal audits, staff training and new hire training. The training includes audit methodology and the specifics of governmental accounting, such as property taxes, debt, and full accrual adjustments.

Lia Lopez

Lia has 9 years of professional accounting experience exclusively in the governmental sector. She is a graduate of the University of Illinois at Chicago. Lia specializes in Library, Pension and Fire Protection District audits.

Sean Hickey

Sean has 15 years of professional accounting experience, 11 of those years are exclusively in the governmental sector. He is a graduate of St. Xavier University and is a Certified Public Accountant. Sean specializes in municipal audits and Uniform Grant Guidance single audit testing, reporting and submission.

Industry Involvement

Our involvement in the local government field includes active membership and participation in those professional organizations which serve the financial and management staffs of local government:

- Government Finance Officers Association (GFOA)
- Illinois Government Finance Officers Association (IGFOA)
- Illinois CPA Society Committees on Governmental Accounting
- AICPA Government Audit Quality Center
- American Institute of Certified Public Accounting
- Illinois Municipal Treasurers Association (IMTA)
- Illinois Public Pension Fund Association (IPPFA)
- Illinois Association of Park Districts/Illinois Park & Recreation Association (IAPD/IPRA)
- Special Review Committee - GFOA - Certificate of Achievement Program
- Illinois Library Association
- Township Officials of Illinois
- Member of AICPA Government Audit Quality Center
- IGFOA Associate Board
- IGFOA Technical Accounting Review Committee (Responds to GASB Pronouncement Exposure Drafts)
- Illinois Department of Insurance - Task Force

L & A maintains a high level of involvement in professional organizations.

In addition, we have written articles for publication, instructed training courses and done public presentations for a number of the organizations listed above.

Quality Assurance and Peer Review

Our Quality Assurance Team is responsible for reviewing all financial statements before issuance, assisting in technical inquiries and reviewing workpapers and reports of all engagements to verify compliance with professional standards and Firm policies.

Quality Assurance and Peer Review - Continued

At L & A we pride ourselves in providing a quality audit. As such, our Firm is a member of the Private Companies Practice Section (PCPS) of the Division for CPA Firms of the AICPA, submitting our accounting and auditing practice to quality control reviews of our compliance with professional standards as established by the AICPA.

See the appendices of this proposal for a copy of our successful completion of an independent peer review report of our accounting and auditing practice. This review was undertaken as a condition of membership in the American Institute of Certified Public Accountants (AICPA), the national organization of CPAs in public practice, industry, government and education.

L & A participates in peer reviews to ensure quality control.

Our reports have been reviewed by numerous federal and state oversight agencies as well as other external professional agencies and organizations. The feedback from these independent reviews of our clients' financial statements indicates that L & A's reports meet, if not exceed, industry standards and reporting requirements.

Furthermore, there has never been any action taken against our Firm with any state or federal regulatory body or professional organization to which we have submitted our reports.

Professional Development

Guidelines and requirements have been established for the Firm's professional development program and are communicated to all personnel. Each professional is required to complete a minimum of 40 hours of continuing professional education each year. The types of programs used include those of the GFOA, IGFOA, AICPA and the Illinois CPA Society, as well as self-study and training programs relevant for the purpose of improving the knowledge of professional personnel. As our resumes indicate, we encourage involvement in professional organizations.

L & A encourages involvement in professional organizations.

PROFILE OF THE FIRM – CONTINUED

License to Practice

The Firm and all key personnel are duly licensed to practice in the State of Illinois. Our State of Illinois license number is 066-003655.

Independence

We require that all personnel inform the Firm of any lack of independence with respect to all clients. Specific guidelines to be followed are those set forth in the AICPA's Code of Professional Ethics. Additionally, we are in compliance with the standards established by the General Accounting Office (GAO). More specifically, we are completely independent with respect to the United City of Yorkville.

AUDIT APPROACH



Lauterbach and Amen, LLP

Certified Public Accountants
27W457 Warrenville Road
Warrenville, Illinois 60555-3902
www.lauterbachamen.com

AUDIT APPROACH

Overview

We are prepared to meet or exceed all requirements and expectations of the City. The partners of L & A will be involved in all phases of the audit of the City. L & A does not use statistical sampling in any phase of the audit process. Sample sizes used for testing are in accordance with standards established by the profession and will be determined in the planning phase.

Throughout the audit process we will inform management of audit issues as they arise and maintain the highest level of professionalism in the identification and communication of these issues. Discussion of these issues will take place immediately following their discovery and will allow management ample time to rectify any issues.

GFOA Certificate of Achievement

L & A fully supports the GFOA's Certificate of Achievement for Excellence in Financial Reporting Program. We have assisted many clients in obtaining their Certificates and work with clients in subsequent years on the implementation of any recommendations provided by the Program. We will respond to GFOA comments for improvement and take care of the filing of necessary documents each year. We currently submit approximately seventy reports to the Program and are in the top ten firms nationally that submit to the Program.

Audit Scope and Standards

L & A will issue an opinion on the governmental activities, business-type activities, each major fund and the aggregate remaining fund information, which collectively comprise the City's financial statements with "in-relation-to" coverage provided on the combining and individual fund financial statements and on any supplementary information. We will not provide an opinion on the Management Discussion and Analysis, but will provide customary review of this document. Introductory and Statistical sections of the Comprehensive Annual Financial Report will not be audited by us, as applicable.

The audit will be conducted in accordance with generally accepted auditing standards; and, if a single audit becomes necessary, the standards for financial audits contained in *Government Auditing Standards* (2004), issued by the Comptroller General of the United States, and the Single Audit Act of 1996; and the provisions of Uniform Grant Guidance 2CFR-200/OMB Circular A-133, *Audits of State and Local Governments and Non-profit Organizations*.

AUDIT APPROACH - CONTINUED

Planning — *16 Hours*

To Be Performed: — *April 2017*

The purpose of the planning phase is to provide the foundation for the direction that the audit will take. During the planning phase of the audit we will hold an entrance conference with the City to discuss the audit approach, develop a schedule for completing the audit, and review the areas that we will be focused on during our audit procedures and testing.

The following is an outline of the key steps performed during the planning phase of the audit:

- Discussing and agreeing upon report formats to provide information which complies with generally accepted accounting principles. The format should be agreed upon during the planning phase of the audit to ensure timely issuance of the report. Our plan is to adopt a format similar to the previous year.
- Discussing availability of accounting records and source documents and developing a detailed list of schedules to be prepared by the City.
- Developing a schedule for completing the subsequent phases of the audit.

Preliminary Fieldwork — *24 Hours*

To Be Performed: — *May 2017*

Preliminary fieldwork is the next phase of the audit process and involves expanding our understanding of the City and its finances through a review of various documents and through discussions with the City. During this phase, we will begin the required study and evaluation of internal accounting control as a part of the financial and compliance audit.

The purpose of our study and evaluation will be to obtain sufficient knowledge and understanding of the internal accounting and administrative control systems used by the City for reliance on the system of internal control and the degree of such reliance; or to aid us in designing substantive tests in the absence of such reliance. We will hold progress meetings with key management, as necessary, to keep you apprised of the results of our preliminary review and to discuss the key internal controls to be tested.

Preliminary Fieldwork - Continued

Our approach to the study and evaluation of the internal accounting and administrative controls will be accomplished through the following techniques:

- We will perform an in-depth review of internal control documentation and working papers made available by the prior audit firm and the City.
- We will use internal control questionnaires, narratives and/or flowcharting techniques to document key flows of information. Because of our extensive commitment to government, the questionnaires utilized are designed specifically for use on governmental engagements and, therefore, will provide you with the most meaningful information. We will utilize this information and identify key internal control procedures which will be tested in order to warrant reliance on the identified controls. The objectives of such reliance will be to reduce the extent of substantive work performed, resulting in a more cost-efficient audit approach.
- We will evaluate audit risk for all key financial statement assertions and compliance determinations using the procedures outlined above. Audit risk is the risk that material financial statement misstatements or material noncompliance will not be prevented or will not be detected and corrected in a timely manner.

At the completion of the preliminary fieldwork phase, we will have sufficient knowledge of the internal control systems of the City and we will be able to design substantive audit procedures based upon the degree of reliance we can place on those systems.

Fieldwork — *180 Hours*

To Be Performed: — *Late July 2017*

This phase of the audit will consist primarily of substantive testing of year-end balances. If any audit issues come to our attention during the course of our work, we will immediately inform you so that action can be taken before the completion of our fieldwork.

We will design our detail testing procedures to provide both compliance and financial audit coverage where applicable. We utilize custom designed audit programs that are specifically designed for government clients and, therefore, provide for the most efficient and effective approach.

AUDIT APPROACH – CONTINUED

Fieldwork - Continued

At a minimum, management is to provide supporting schedules for the following areas once we return for fieldwork:

- Cash
- Investments
- Governmental Revenues/Receivables
- Proprietary Revenues/Receivables
- Inventories
- Interfunds
- Capital Assets
- Accounts Payable
- Payroll
- Debt Service
- Fund Balance/Net Position
- Grants
- Risk Management

For financial audit purposes, we will assess the risk of material misstatement associated with a given objective, and perform substantive and compliance procedures. Our substantive procedures will gather evidence as to the completeness, accuracy, or validity of the information contained in the financial statements. These procedures include confirmation of year-end balances, vouching documents and analytical reviews. Through our compliance procedures, we will gather evidence related to the existence and effectiveness of specific internal controls. These procedures include examinations of documents for proper approval and review of procedures for compliance with rules, regulations and City policies.

At the conclusion of fieldwork, workpapers will be reviewed by the engagement partner and we will prepare the Comprehensive Annual Financial Report in accordance with generally accepted accounting principles for government entities. In addition, we will prepare a management letter and other required communication letters that we will review and discuss with the City during the draft phase of the audit.

Our firm has state of the art production hardware and software. We believe the investment to stay on the cutting edge of technology benefits our clients not only in reporting, but also in suggestions and recommendations.

Drafts — *48 Hours*

To Be Performed: — *Late August 2017*

The final completion and quality review of the initial draft of the Comprehensive Annual Financial Report will be completed at our office and a draft of the Comprehensive Annual Financial Report and related communication letters will be provided to the City no later than the date agreed to during the entrance conference. The City will then have a sufficient amount of time to review the draft for questions and/or changes. L & A will then return to the City's location for the final draft where we will review the City's questions and/or changes to the Comprehensive Annual Financial Report as well as the client communication letters and submit a final draft of the Comprehensive Annual Financial Report to the City.

Audit Completion — *22 Hours*

To Be Performed: — *Early September 2017*

Upon approval of the drafts by the City, we will deliver final, bound Comprehensive Annual Financial Reports. At the completion of our audit, we will also provide the final management letter addressing reportable conditions, if any, and other comments and observations for improvements. The management letter will be provided as a separate document.

The management letter will contain, as warranted and appropriate:

- Specific recommendations for improvement of the accounting practice and procedures and the internal accounting and administrative controls.
- Comments on the design, controls and audit trails of new and redesigned automated systems, along with suggestions to improve processing methods and procedures.
- Suggestions for operational improvements or cost efficiencies noted during the course of our work.
- Findings relative to compliance with the applicable rules and regulations.
- Comments regarding compliance with laws.
- Other comments or recommendations that we believe may be relevant.
- Upcoming GASB Pronouncements and/or SAS's that may affect the City's financial statements in the near future.

L & A strives for continual communication with City staff and management as well as the Board. As such, the engagement partner will be available for meetings and/or formal presentations of the Comprehensive Annual Financial Report and communication letters with representatives of the City.

PRICE AND BILLING



Lauterbach and Amen, LLP

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PRICE AND BILLING

FEE PROPOSAL

SCHEDULE OF PROFESSIONAL FEES FOR THE AUDIT OF THE FINANCIAL STATEMENTS AS OF APRIL 30th FOR THE FISCAL YEARS LISTED BELOW:

United City of Yorkville audit:

2017	2018	2019	2020	2021
$ 29,000	$ 29,800	$ 30,600	$ 31,400	$ 32,200

Police Pension audit:

2017	2018	2019	2020	2021
$ 2,600	$ 2,650	$ 2,700	$ 2,750	$ 2,800

TIF Compliance reports:

2017	2018	2019	2020	2021
$ 520	$ 530	$ 540	$ 550	$ 560

Single Audit (if required):

2017	2018	2019	2020	2021
$ 3,300	$ 3,400	$ 3,500	$ 3,600	$ 3,700

SCHEDULE OF PROFESSIONAL FEES FOR ADDITIONAL SERVICES,
Quoted Hourly Rates for the Fiscal Years listed below:

	2017	2018	2019	2020	2021
Partner	$ 160	$ 165	$ 170	$ 175	$ 180
Manager	$ 126	$ 129	$ 132	$ 135	$ 138
Supervisor	$ 90	$ 93	$ 96	$ 99	$ 102
Staff	$ 76	$ 79	$ 82	$ 85	$ 88
Clerical	$ 45	$ 47	$ 49	$ 51	$ 53

Firm Name: Lauterbach & Amen, LLP

Address: 27W457 Warrenville Road
Warrenville, Illinois 60555

Signature: _____ Date: 12/16/16

Printed Name: Ronald J. Amen

Title: Partner

Phone Number: 630.393.1483 Office

PRICE AND BILLING - CONTINUED

In over nineteen years of providing auditing services, Lauterbach & Amen, LLP has never increased an audit price from what was proposed in the RFP. This includes implementation of all GASB's.

Our firm stresses that we are available throughout the year to provide technical accounting and financial reporting assistance and support to the City. We encourage clients to contact us with questions that may arise. In addition, we provide annual client training to introduce new pronouncements that may affect the City and training on other topics based on client request.

Schedules Requested

The proposed annual prices are based upon staff support at all levels from City personnel and that the City will provide adjusted trial balances and support (detail schedules that reconcile to the trial balances) for all balance sheet accounts. At a minimum, management is to provide supporting schedules for the areas outlined in the fieldwork phase of the audit approach section of this proposal.

Additional Services

Should it become necessary for the City to request us to render additional services to either supplement the services requested in the RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement or new accounting standards, then such additional work will be performed only after discussing with management the level of effort and estimated costs prior to performing any such work.

As independence standards have recently become more stringent related to the types of additional services auditors can perform, L & A would review these independence standards and the type of services requested prior to proposing on any additional services.

Conclusion

In closing, we would like to thank the City for the opportunity to respond to your request for auditing services; we are hopeful *to continue our professional relationship* with the City, and would like to emphasize that if chosen, L & A is committed to providing the resources needed to assure an unrivaled level of service and quality, the highest attention to detail, and a relationship with a firm of highly trained professionals exclusively working in the governmental sector.

L & A will provide an unrivaled level of service and expertise.

REFERENCES



Lauterbach and Amen, LLP

Certified Public Accountants
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Warrenville, Illinois 60555-3902
www.lauterbachamen.com

REFERENCES

We know that our best endorsement comes from satisfied clients. We invite you to contact the following individuals or any other governments who have been served by our firm.

REFERENCES

ORGANIZATION	Village of Montgomery*
ADDRESS	200 N. River Road
CITY,STATE, ZIP	Montgomery, IL, 60538
PHONE NUMBER	331.212.9031
CONTACT PERSON	Justin VanVooren
DATE OF PROJECT	April 30
ORGANIZATION	Village of Lombard*
ADDRESS	255 E. Wilson Avenue
CITY,STATE, ZIP	Lombard, IL, 60148
PHONE NUMBER	630.620.5916
CONTACT PERSON	Anne Fairbairn
DATE OF PROJECT	December 31
ORGANIZATION	Village of Glen Ellyn*
ADDRESS	535 Duane Street
CITY,STATE, ZIP	Glen Ellyn, IL, 60137
PHONE NUMBER	630.547.5215
CONTACT PERSON	Christina Coyle
DATE OF PROJECT	December 31
Proposer's Name & Title:	Ronald J. Amen, Partner
Signature and Date:	12/16/16

* Asterisk indicates governments currently holding the GFOA Certificate of Achievement.

CLIENT LISTING



Lauterbach and Amen, LLP

Certified Public Accountants
27W457 Warrenville Road
Warrenville, Illinois 60555-3902
www.lauterbachamen.com

CLIENT LISTING

MUNICIPALITIES
Antioch *
Arlington Heights *
Barrington *
Bartlett *
Beach Park *
Beecher
Bensenville
Brookfield *
Burlington
Cary *
Champaign *
Cherry Valley
Chicago Heights *
Cortland
Country Club Hills
Dolton
East Hazel Crest
Elburn
Elk Grove *
Elwood *
Frankfort *
Freeport
Gilberts *
Glen Ellyn *
Glencoe *
Glenview *
Golf
Grayslake *
Gurnee *
Hampshire
Harvey
Homewood
Inverness
Justice
Kenilworth
Kildeer *
Lake Barrington
Libertyville *
Lincolnwood *
Lombard *
Manhattan *
Maple Park
Montgomery
Naperville
North Riverside *
Northbrook *
Northfield *
Palos Park *
Pingree Grove *
Plano
Poplar Grove
Riverdale
Riverside *
Rockford *
Rolling Meadows *
Rosemont
Schaumburg
Sleepy Hollow
South Barrington
South Chicago Heights
South Elgin *
Stone Park
Streamwood *
Sugar Grove *
Sycamore
Thornton *
Timberlane
University Park

MUNICIPALITIES- Cont.
Volo
Warrenville *
Wauconda *
West Chicago *
Wilmette *
Winnetka *
Yorkville *

PARK DISTRICTS
Bloomingdale Park District *
Bolingbrook Park District *
Butterfield Park District
Byron Park District
Cary Park District *
Crystal Lake Park District *
Downers Grove Park District *
Elk Grove Park District *
Elmhurst Park District *
Geneseo Park District *
Geneva Park District *
Glen Ellyn Park District *
Glencoe Park District
Glenview Park District *
Gurnee Park District *
Highland Park Park District *
Huntley Park District
Joliet Park District
Kenilworth Park District
LaGrange Park District *
LaGrange Park Park District
Lake Bluff Park District
Lan-Oak Park District
Lemont Park District *
Manhattan Park District
Memorial Park District
Morton Grove Park District *
Mundelein Park District *
Naperville Park District *
Norridge Park District
Northbrook Park District *
Northfield Park District
Oak Brook Park District *
Park Ridge Park District *
Plainfield Township Park District *
Round Lake Area Park District
Schaumburg Park District
St. Charles Park District *
Sycamore Park District
Veterans Park District
Warrenville Park District *
Wilmette Park District *
Winnetka Park District *

LIBRARIES
Addison Public Library
Algonquin Public Library
Arlington Heights Library
Batavia Public Library
Brookfield Public Library
Cary Area Public Library District
Des Plaines Public Library
Eisenhower Public Library District
Elk Grove Public Library
Forest Park Public Library
Fountaindale Public Library District
Fox River Grove Memorial Library
Fox River Valley Public Library
Geneva Public Library District

LIBRARIES- Cont.
Glenside Public Library
Helen Plum Memorial Public Library
Lincolnwood Public Library District
Riverside Public Library
Thornton Public Library
Villa Park Public Library
Warren-Newport Public Library
Winfield Public Library
Winnetka-Northfield Public Library District

SCHOOL DISTRICTS
LaGrange Highlands School District 106
Lemont-Bromberek Combined School District 113A
Lincolnwood School District 74
Mokena School District 159

OTHER
Broadview Westchester Joint Water Agency
Carpentersville & Countryside Fire Protection District
Central Lake County Joint Water Agency
Co-Op 90's Medical and Dental Plans
Cooperative Computer Services
Cuba Township
Darien-Woodridge Fire Protection District
Deerfield-Bannockburn Fire Protection District
Downers Grove Sanitary District
DuPage Public Safety Communications
East Dundee Countryside Fire Protection District
Elburn & Countryside Fire Protection District
Fox Lake Fire Protection District
Glenbard Waste Water Authority
Grayslake Fire Protection District
Homer Township Fire Protection District
Illinois Metropolitan Investment Fund
Kane County Forest Preserve District
Library Insurance Management & Risk Control Combination
Lincolnshire Riverwoods Fire Protection District
MABAS - IL
MABAS - Northbrook
Metro Risk Management Agency
Northeastern Illinois Public Safety Training Academy
North Aurora Fire Protection District
North Suburban Employee Benefit
Northeast DuPage Special Recreation Association
Northern Suburban Special Recreation Association
Northern Will County Special Recreation Association
Northfield Township
Northlake Fire Protection District
Northwest Suburban Municipal Joint Water Agency
Norwood Park Fire Protection District
Oregon Fire Protection District
PrairieCat
Regional Emergency Dispatch
Rutland Dundee Fire Protection District
Solid Waste Agency of Northern Cook County
Southern Combined Dispatch & Communication System
Southeast Association for Special Parks and Recreation
Southern Kane County Training Association
Southwest Central Dispatch
Stillman Fire Protection District
Tri-State Fire Protection District
Warrenville Fire Protection District
Wauconda Fire Protection District
West Suburban Consolidated Dispatch Center
West Suburban Special Recreation Association
Western DuPage Special Recreation Association
Zion Township

L&A services over 110 Firefighters' Pension Funds for monthly accounting/administration services
L&A services over 110 Police Pension Funds for monthly accounting/administration services

* Asterisk indicates government currently holding the GFOA Certificate of Achievement.

APPENDICES



Lauterbach and Amen, LLP

Certified Public Accountants
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Warrenville, Illinois 60555-3902
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Thomas G. Wieland
David A. Grotkin
Joel A. Joyce
Brian J. Mechenich

RPB CPAs
A century of new ideas

Carrie A. Gindt
Patrick G. Hoffert
Jason J. Wrasse

System Review Report

July 8, 2015

To the Partners of Lauterbach & Amen, LLP
and the Illinois CPA Society Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Lauterbach & Amen, LLP (the firm) in effect for the year ended March 31, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under Government Auditing Standards.

In our opinion, the system of quality control for the accounting and auditing practice of Lauterbach & Amen, LLP in effect for the year ended March 31, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Lauterbach & Amen, LLP has received a peer review rating of *pass*.

Reilly, Penner & Benton LLP

Reilly, Penner & Benton LLP

CONTRACTOR CERTIFICATIONS

1. Insurance.

The undersigned certifies that it has all insurance coverages required by law or would normally be expected for the work to be performed and a copy shall be filed with the City upon request by the City for approval by the City.

2. 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 Complied 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 Complied Statutes, and

C. States that is 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)

E. 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)

3. 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: 12/16/16

Contractor: Lauterbach & Amen, LLP

By: _____

Title: Partner

Reviewed By:	
Legal	☐
Finance	☐
Engineer	☐
City Administrator	■
Human Resources	☐
Community Development	☐
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Admin Committee #2

Tracking Number

ADM 2017-13

Agenda Item Summary Memo

Title: Health Insurance Broker RFP Results and Recommendation

Meeting and Date: City Council – January 24, 2017

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: ADM 1/18/17 Action Taken: Moved forward to City Council agenda.

Item Number: ADM 2017-13

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Nicole Kathman (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: Administration Committee
From: Nicole Kathman, Administrative Intern
CC: Bart Olson, City Administrator
Date: January 6, 2017
Subject: Health Insurance Broker RFP Results and Recommendation

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Summary

Results of the RFP for Employee Benefits Consulting Services and staff's recommendation on how to move forward.

Background

This fall the City went out to RFP for a health insurance broker with the intent of helping ensure that the City is receiving the best possible service in regards to overall brokerage services and control of health care expenses. The City received submittals from the following seven firms: GCG Employee Benefits, Dakota Street Insurance, First Insurance Group, Alliant Mesirow Insurance Services, Vista National Insurance Group, HUB International, and Better Business Planning. After staff reviewed and ranked the proposals, three firms were brought in for interviews including GCG, Alliant Mesirow, and Better Business Planning, our current broker.

After their presentations staff felt that any three of the firms would have able to satisfactorily complete the duties, and the vote was close. In the end, staff has come to the conclusion that switching to Alliant Mesirow is in the City's best interest. Although we have had a positive relationship and good experience with BBP, we have made this recommendation for a few reasons. First, Alliant Mesirow has the largest customer base and highest overall status rankings with the largest insurance companies. We believe this will allow them more leverage in negotiations. Furthermore, they are a larger firm, which will allow us to tap into more expertise and may result in more innovation in plan creation and implementation resulting in cost savings. Finally, through credentials, they have the most extensive relationship with carriers outside of Blue Cross Blue Shield which will be advantageous if we ever switch. Further, our existing relationship with Alliant and liability insurance broker Mike Alesia has been positive.

It is important to note that this change would have no financial implication on the City, as compensation is set by insurance regulations and will come from the carriers. Because there is no outlay by the City, City Council approval is not a legal requirement of the process. In this case, staff still wanted City Council endorsement of the decision before we move forward.

Recommendation

Staff recommends moving forward with Alliant Mesirow as our new health insurance broker.

Alliant | Mesirow
INSURANCE SERVICES

RESPONSE TO REQUEST FOR PROPOSAL (RFP) FOR

Employee Benefits Consulting Services for United City of Yorkville

November 10, 2016

Thinking forward.



PRESENTED BY

Jim Nesci
Senior Vice President

Mike Alesia
First Vice President

Table of Contents

Executive Summary	1.1
Proposal	2.1
Compensation	3.1
Contractor Certifications	4.1

Appendices:

A. Sample compliance updates

B. Sample Employee Benefits Looks At newsletter

Executive Summary

Introduction

- On July 29, 2016, Mesirow Insurance Services joined Alliant, the 12th largest broker in the United States according to Business Insurance.
- Alliant places $11.6 billion in premium and has revenue of $1 billion.
- We have over 2,700 employees in more than 90 offices nationwide.
- Alliant/Mesirow is now one of the largest and most diverse insurance brokerage and consulting operations in the Midwest.
- We deliver a national platform with local service.
- Alliant/Mesirow offers innovative solutions for service, technology and market intelligence.
- Provide a collaborative and consultative approach to placing your business.

We are pleased to respond to the United City of Yorkville's ("CITY") request for proposal ("RFP"). Alliant/Mesirow offers high quality products and services delivered by professionals committed to integrity, service, performance and long-term client relationships. Our team is confident that we are in the best position to represent the City with all its employee benefits brokerage service requirements.

How we can help the City

- Our organized, detail-oriented methods and breadth of knowledge of the marketplace gives us the edge to creatively develop unique and valuable cost containment and savings strategies.
- Mid-year planning and pre-renewal strategy meetings set the stage for development and fine-tuning short- and long-term goals. Collaboration with clients to document goals and activities through a five year strategy is the cornerstone of recording our mission and accountability.
- With the complex state of the employee benefits industry and health insurance regulations, our on-staff legal and compliance expert is a resource to our clients and assists us in educating our clients to maintain their compliance with all laws, especially the Affordable Care Act as ongoing regulations are released.
- We access the preeminent resources for benchmarking health plan data and specific client plan experience to intensely analyze information to identify patterns and opportunities for improvement.
- Our team recognizes the City's needs and are prepared to provide exceptional service, resources and support.

Expertise

Our expertise is derived from our extensive experience working with public sector entities. Alliant/Mesirow is uniquely qualified to provide a comprehensive benefits program because of our:

- Position as one of the largest and most diverse insurance brokerage and consulting operations in the Midwest, bringing clients the strength of a national platform and a broader geographic reach with additional specialized expertise and capabilities.
- Reputation for integrity and performance.
- Expertise servicing middle market clients.
- Experience providing insurance brokerage services to **more than 250 public sector entities in Illinois.**
- Significant market leverage with some of the highest ranking status with the largest insurance carriers - **Blue Cross Blue Shield (Blue Diamond), Aetna (Elite Premier), Cigna (Platinum), United Health Care (Platinum)**, **Humana (Leaders' Club),** etc.
- Decentralized marketing function which ensures that the City is serviced by professionals with the most knowledge about your account as they handle both marketing and day-to-day account management functions.
- Depth of resources that provides comprehensive solutions to reduce plan costs, streamline benefits administration, ensure compliance with government regulations and improve employee enrollment and communication.
- Strategic partnerships with key best-of-breed vendor partners to deliver best-of-class products to the City.

Team Approach

Your assigned team of professionals is led by Senior Vice President, Jim Nesci. Michael Alesia, from our Public Sector team will assist as an account advisor. The team has the experience, skills and depth of resources needed to successfully manage your benefits program and deliver superior results. As a senior decision maker, Jim is authorized to commit our extensive resources to the City and to negotiate on your behalf. Jim and Mike can be contacted as follows:

Jim Nesci
Senior Vice President
Alliant/Mesirow Insurance Services
One Oakbrook Terrace, Suite 500
Oakbrook Terrace, IL 60181

p: 630 705 2133
e: james.nesci@alliant.com

Mike Alesia
First Vice President, Producer
Alliant/Mesirow Insurance Services
353 N Clark Street
Chicago, IL 60654

p: 312 595 7161
e: michael.alesia@alliant.com

Conclusion

Alliant/Mesirow aspires to be the best, offering a wide range of superior services and products to a select number of clients. We hope that you will provide our team with the opportunity to do what we do best: deliver personalized, creative and customized business solutions.

Proposal

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.

Following, please find our response to the required information.

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.

Profile/History
On July 13, 2016, Mesirow Insurance Services, Inc. announced it would join Alliant Insurance Services in a deal that closed the end of July 2016. This acquisition allows us to gain the support of Alliant's national platform. We have over 2,700 employees, 90+ offices nationwide, place $11.6 billion in premium, and have revenue of $1 billion.

Headquartered in Chicago, and with offices in Oakbrook (IL), Bannockburn (IL), and Denver (CO), we are composed of approximately 370 employees. While our main business focus is concentrated in Illinois, we also have clients throughout the country. Alliant/Mesirow is now one of the largest and most diverse insurance brokerage and consulting operations in the Midwest - delivering a national platform with local service.

Alliant/Mesirow has shown consistent growth over more than 40 years, with $1.75 billion in annual premiums, and a client retention rate of approximately 94%. Alliant/Mesirow offers customized insurance brokerage and risk management solutions to a diverse range of clients including Fortune 1000 companies, middle-market businesses and affluent individuals throughout the United States.

Alliant/mesirow's employee benefits groups specialize in providing a range of services to approximately 1,400 clients (including counties, cities, school districts, villages and townships). Services include:

- Program portfolio management.
- Plan design and contribution benchmarking.
- Comprehensive claims analysis/reporting.
- Legal/compliance (ERISA, HIPAA, COBRA).
- Technology solutions.
- Wellness strategy and solutions.
- Voluntary worksite solutions.
- Individual medical/Medicare and long term care.
- Marketing and communications.

Distinguishing Features

Using a clearly defined team approach to account management, your assigned employee benefits team acts as an extension of the Human Resources department for a diverse array of clients. We distinguish ourselves from many of our peers by providing our clients with a broad range and depth of value-added resources. Through strategic vendor alliances, we allow our clients to access additional benefits technology, plan administration and wellness management services. Our distinguishing features include:

- **True Use of Consultative Process and Value-Added Servicing:** We do not just sell insurance. Alliant/Mesirow learns about your business, your issues and your risks. We then work in partnership with your benefits management team to identify the most effective and efficient solutions to solve your problems. The objectives are to reduce the burden on your HR staff, lower the total cost of your benefits plans and facilitate peace of mind on the part of the corporate owners and managers. Several of the services we offer such as wellness solutions and strategy, technology consulting and advisory, compliance support and communications support are not profit centers, and are offered at no additional cost. Further, they are integrated into the overall servicing of our clients to provide a holistic approach that better serves our clients' multi-faceted businesses. That is why, for example, we often provide these services to our clients at no additional charge or at a loss, as we view it as part of our overall account management services and consultative approach. In addition, our tireless attempts to keep our benefits clients current regarding the ever-changing, fast-paced nature of the legislative aspect of benefits advisory has led to an expansion of staff and resources dedicated solely to this area of our business.

- **Integrated HR Solutions Focus and Approach:** While many insurance agents merely copy existing data and get quotes from multiple insurance companies, Alliant/Mesirow uses a true integrated HR approach and partnership with the owners and benefits management team of our clients. Our approach combines core employee benefits with industry expertise (benefits portfolio management and compliance solutions), automates the employee life cycle (technology solutions) and provides an exceptional portfolio of critical Human Resources services (administration solutions).

- **Servicing Clients 365 Days of the Year Using Diverse Range of Specialties:** Many agents focus their efforts on behalf of their clients during the two months immediately preceding and following the renewal date. We work with our clients every day of the year to bring innovative ideas and solutions to even the most difficult benefits plan administration problem. We draw support and expertise from amongst our 300+ in-house professionals, and third-party strategic partners, to provide our clients with year-round servicing.

- **Assigned Team's Expertise and Training:** Our staff undergoes extensive initial and recurring training. Many are specialized to achieve an even higher level of expertise to address the special needs and desires of our niche-oriented clients. This ensures that our clients' benefits plans are properly designed, priced and implemented in order to achieve the lowest total cost and enhanced peace of mind.

- **Favored Broker Status with Markets:** Alliant/Mesirow's size enables us to directly represent, and have a great deal of influence with, a wide array of contract insurance companies and other insurers. We have strong personal relationships with underwriters and underwriting managers from the most recognized carriers in the industry. For example, we hold the following designations: Blue Cross Blue Shield of Illinois (Blue Diamond) Humana (Leaders' Club), Cigna (Platinum) and United Health Care (Platinum).

  Because we service 95% of clients through Illinois, our consolidated premium volume and leverage has earned Alliant/Mesirow favored broker status (we are often ranked in the top three by premium volume within the Midwest). This allows us to build comprehensive, competitively priced employee benefit programs that are not available from other agencies. We negotiate contracts with the leverage and intellectual capital to provide our clients with the most favorable outcome available.

- **Personalized Service with Decentralized Marketing Structure:** As a mid-sized, privately-held firm, we pride ourselves on delivering stronger, more personalized client service than our industry colleagues. Our decentralized marketing function ensures that clients are serviced by professionals with the most knowledge of their account as they handle both marketing and day-to-day account management functions.

- **Direct Access to the Principals of the Firm:** Your benefits plans will be handled directly by a principal of the firm. Our structure empowers our professionals to make decisions that best serve their clients without first consulting layers of management. The result is expeditious service from team leaders who are active participants in the success of your benefits plan.
- **Reflection of Our Values and Distinguishing Characteristics in Every Service we Provide:** Our values (innovation, integrity, long-term relationships and social responsibility) and our distinguishing characteristics (independent, employee-owned, diversified and well-capitalized) build upon each other to ensure that our clients enjoy satisfying and enduring relationships that are centered on protecting and promoting the best interests of our clients.

Summary of Work Completed

The following case studies best demonstrate ours areas of expertise in servicing organizations with similar demographics as the City.

BENEFITS TEAM NEGOTIATED CLIENT'S PREMIUM INCREASE TO MODEST 1.8%

Challenge

Incumbent dental carrier indicated public entity's renewal premium would increase by 7.2%.

Action

Our employee benefits team prepared a solicitation request for the dental plan and sent to several markets. We then used these competitive proposals to negotiate with incumbent carrier.

Result

We were able to secure a reduction of 5.4% to the incumbent carriers proposed 7.2% renewal increase with a two year rate guarantee.

BENEFITS TEAM ACHIEVED SIGNIFICANT ANNUAL SAVINGS, REDUCING PLAN COSTS BY 21.5%

Challenge

The client faced the third year in a row of plan cost increases running above national reported market averages. The client could not amend the plan design and was looking for another approach to save plan costs.

Action

Our employee benefits team utilized its knowledge of the market to find an insurance carrier that could match the plan design and improve plan costs through a more effective network of providers.

Result

We were able to offer a more expansive network, which allowed participants to increase use of network providers by 15%. The new network also increased the effective discounts on claim charges by 16%. The total impact to the plan was a 21.5% drop in plan costs versus the renewal, and resulted in costs that were lower than even the prior plan year.

BENEFITS TEAM HELPS PROSPECTIVE CLIENT IMPLEMENT HEALTHCARE RETIREMENT ACCOUNT OPTION

Challenge

The prospective client had a PPO-only plan, and was looking to offer additional options that might be more attractive to both the employees and partners of the firm.

Action

Our employee benefits team educated the plan administrator and chief financial officer on consumer driven plans, including the intricacies of healthcare retirement accounts (HRA) and healthcare savings accounts (HSA) and a detailed discussion of the tax advantages of each plan with respect to the corporate structure.

Result

The client immediately awarded us a broker of record letter to allow us to negotiate for the upcoming renewal and examine the consumer driven options. A healthcare retirement account hybrid plan was added for the renewal. Employee satisfaction is reflected in the high enrollment of the new program option.

BENEFITS TEAM MARKETED LIFE/DISABILITY PROGRAM FOR PUBLIC RISK AND ACHIEVED ANNUAL PREMIUM SAVINGS OF $87,000

Challenge
This public sector's incumbent life and disability carrier indicated a potential 25% renewal rate adjustment that would have resulted in a premium increase of $83,794.

Action
Our employee benefits team prepared a request for proposal for the life/accidental death and dismemberment, long term disability, dependent life and voluntary coverages and marketed to a few select carriers.

Result
We secured a competitive proposal from a financially stable carrier with a 3-year rate guarantee. The accidental death and dismemberment and long term disability coverages were more comprehensive than incumbent and employee assistance services were added at no additional cost. In addition, we were able to achieve an estimated annual premium savings of $87,000.

DUE DILIGENCE REVIEW RESULTED IN ESTIMATED $1.5 MILLION REFUND FOR PUBLIC SECTOR CLIENT

Challenge
After being named broker of record for this public sector client, Alliant/Mesirow needed to perform a thorough and comprehensive due diligence review of their employee benefit programs.

Action
Our team of professionals reviewed all contracts, administrative agreements, summary plan descriptions and experienced provided by all existing employee benefit vendors. Alliant/Mesirow discovered that the incumbent carriers medical contract contained a provision that allowed the incumbent carrier to maintain a Claims Stabilization Fund should premium surpluses occur at the close of any policy year.

Result
We recommended that the client immediately eliminate this provision from the medical contract. This resulted in a total refund of $1.5 million for our client.

BENEFITS TEAM MARKETED MEDICAL PROGRAM AND ACHIEVED ANNUAL PREMIUM SAVINGS OF $156,613 AND $1,000,000 ADDITIONAL PPO DISCOUNT SAVINGS FOR PUBLIC SECTOR CLIENT

Challenge
Overall in-network PPO utilization rate, PPO discounts and large claim activity needed to be drastically improved.

Action
Our benefits team recommended that a carrier as the sole medical vendor to take advantage of their more expansive network of PPO hospitals, physicians and significant inpatient hospital discounts. We met with the upper management of the carrier to lay the groundwork for the bid process.

Result
We secured a competitive medical proposal that combined both the HMO and PPO programs under one global contract. This not only provided enhanced benefits but also resulted in annual premium savings of $156,613 and an estimated savings due to the in-network utilization and higher in-network discounts of approximately $1,000,000. At renewal, there was no increase in premium from the carrier.

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.

The team's structure is designed to meet your needs and expectations in an effective and expedient manner. Alliant/Mesirow philosophy provides that a principal of the firm oversees the delivery of all services. As a senior decision maker, Chris will ensure that all of our resources are made available to the City and he is accountable throughout the entire process. Our highly motivated professionals have been organized into an integrated service team that includes a client resource unit (CRU) and technology team.

Account teams receive both formal and informal training on an ongoing basis. All team members are licensed agents and meet the continuing education requirements of the Illinois Department of Insurance.

All licensed colleagues are required to take (and pass) 30 hours of state-mandated continuing education courses every two years as a condition of license renewal and continued employment at Alliant/Mesirow. This compulsory education includes classroom training on ethics.

ACCOUNT TEAM MEMBER	ROLE/RESPONSIBLITY
Chris Skryd Senior Vice President	Chris oversees the day-to-day operations of his team. He is an established, well-known and highly regarded professional in the insurance industry, specifically within the employee benefits arena. Chris concentrates his efforts in the evaluation, development, negotiation and implementation of employee benefits programs. His long-term relationships with the industry's most well-known and respected carriers and providers are vital to negotiating creative, cost-effective programs for his clients. Chris maintains active, strong relationships with his clients, continually providing proactive consultative services. Chris has worked in the employee benefits industry since 1988 and has been an employee of Alliant/Mesirow since 2003. He earned his degree from Western Michigan University.
Jim Nesci Senior Vice President	Jim directs the account management activities of your service team. He is an established, well-known and highly-regarded professional in the insurance industry, specifically within the employee benefits arena. Jim concentrates his efforts in the evaluation, development, negotiation and implementation of employee benefits programs. His long-term relationships with the industry's most well-known and respected carriers and providers are vital to negotiating creative, cost-effective programs for his clients. Jim maintains active, strong relationships with his clients, continually providing proactive consultative services. He has worked in the employee benefits industry since 2001 and has been an employee of Alliant/Mesirow since 2003. Jim earned a BS in medical technology from Chicago Medical School.
John Skryd Vice President	John directs the account management activities of his service team. He is an established, well-known and highly-regarded professional in the insurance industry, specifically within the employee benefits arena. John concentrates his efforts in the evaluation, development, negotiation and implementation of employee benefits programs. His long-term relationships with the industry's most well-known and respected carriers and providers are vital to negotiating creative, cost-effective programs for his clients. John maintains active, strong relationships with his clients, continually providing proactive consultative services. He has worked in the employee benefits industry since 1992 and has been an employee of Alliant/Mesirow since 2003. John earned a BS in sociology and criminal justice from Valparaiso University.

ACCOUNT TEAM MEMBER	ROLE/RESPONSIBLITY
Janina Stanley Account Manager Patricia Horn Account Manager Nancy Davies Account Manager	Nina Stanley, Patricia Sullivan and Nancy Davies are the service specialists on their team. On an ongoing basis, they act as informal extensions of their clients' human resources departments, resolving client/insurance company concerns, coordinating carrier transitions and implementations, assisting with employee communications and meetings. Nina, Patricia and Nancy help address and manage clients' technology and worksite wellness needs. Nina has worked in the employee benefits industry since she became an employee of Mesirow Financial in 2004, which was acquired by Alliant in 2016. Patricia has worked in the employee benefits industry since she became an employee of Mesirow Financial in 2008, which was acquired by Alliant in 2016. Nancy has worked in the employee benefits industry since she became an employee of Alliant/Mesirow in 2003.
Matt Strzelczyk Benefits Administrator Alex Luke Benefits Administrator Ian Lawson Benefits Administrator Brett Read Benefits Administrator	Matt Strzelczyk, Alex Luke, Ian Lawson and Brett Read are the coordinators and facilitators on their team. Matt and Alex generally spend the day on-site, making themselves available to address client needs throughout the day. They disseminate critical compliance and other client communications, coordinate client issues and support the Skryd team by providing follow-up and performing internal administrative tasks. Matt has worked in the employee benefits industry since he became an employee of Mesirow Financial since 2016, which was acquired by Alliant in 2016. Alex has worked in the employee benefits industry since he became an employee of Mesirow Financial since 2016, which was acquired by Alliant in 2016. Ian has worked in the employee benefits industry since he became an employee of Mesirow Financial since 2016, which was acquired by Alliant in 2016. Brett has worked in the employee benefits industry since he became an employee of Mesirow Financial since 2016, which was acquired by Alliant in 2016.

CRU TEAM	ROLE/RESPONSIBLITY
Wendy Donaghue Wellness Account Executive	Wendy Donaghue works with the Employee Benefits teams and their clients to plan and deliver health and wellness strategies and solutions. Wendy leads a team of certified wellness practitioners exclusively dedicated to population health management. As part of its role, the wellness team develops and maintains relationships with our strategic carrier partners and best-in-class, third-party wellness vendors and stays on top of current trends, industry changes and legislation. Wendy has worked in the employee benefits industry since 1995 and has been an employee of Mesirow Financial since 2002, which was acquired by Alliant in 2016. Wendy holds an MBA from DePaul University and a bachelor's degree in English literature from University of Illinois, Urbana. She earned the designation of Certified Wellness Program Coordinator from The Chapman Institute and achieved WELCOA faculty status in 2012.
Eleni Kontos Health & Productivity Specialist	Eleni Kontos works with the Employee Benefits teams and their clients to plan and deliver health and wellness strategies and solutions. Eleni is part of Wendy's team that investigates and develops creative wellness solutions for small to mid-sized clients. As part of her role, Eleni also stays up to date on current insurance company wellness offerings, along with changes in wellness compliance. Eleni has worked in the health and fitness industry since 2012, including health and wellness roles while at Illinois State University. Eleni joined Mesirow Financial in 2014 which was acquired by Alliant in 2016. She holds a bachelor's degree in Community Health Education with a minor in Public Health from Illinois State University. Eleni is also a certified Group Exercise Fitness professional.
Jackie Antonio Vice President	Jackie works closely with the Alliant/Mesirow Insurance Services' leadership and sales teams to develop and support the voluntary worksite solutions business. She serves as a resource to the Employee Benefits Practice on the latest trends, products and tools in relation to voluntary worksite programs. For clients and prospects, Jackie provides guidance and support in designing, implementing and sustaining voluntary worksite programs. She maintains strong relationships with voluntary worksite carriers and acts as the primary liaison between clients and these carriers. Jackie has worked in the insurance industry since 1999. She has been an employee of Mesirow Financial since February 2016, which was acquired by Alliant in 2016. Jackie graduated from Iowa State College of Business.
Matt Trapani Marketing Specialist	Matt serves as a marketing resource to all of the Employee Benefits teams. Matt assists team leaders in developing presentations, proposals and targeted marketing and communication pieces for clients and their employees. He creates informational and educational pieces and researches, writes and distributes our periodic compliance and topical newsletters and other communications. Matt began working in the employee benefits industry in 2008 and became an employee of Mesirow Financial in 2012, which was acquired by Alliant in 2016. He holds a bachelor of arts degree in marketing from Bradley University in Peoria, Illinois.

CRU TEAM (CONT'D)	ROLE/RESPONSIBLITY
Josh Gertz, J.D. Compliance Project Specialist	As a compliance project specialist, Josh Gertz serves as a dedicated legal resource exclusively for clients and staff of the Employee Benefits Practice. He creates informational and educational pieces and researches, writes and distributes many of our periodic compliance and topical communications regarding a variety of subjects in employment and labor law. He assists clients in meeting compliance standards through in-person educational meetings. Josh reviews compliance strategies with clients and senior staff via telephonic conference. Josh facilitates internal compliance staff meetings where he educates staff on the latest developments in employee benefits regulations and the consequential client issues. Josh earned a bachelor degree in economics and political science from the University of Illinois at Urbana-Champaign. He holds a Juris Doctor degree from DePaul University and is a member of the Illinois State Bar. Josh has worked in the employee benefits industry since becoming an employee of Mesirow Financial in 2014, which was acquired by Alliant in 2016.

TECHNOLOGY TEAM	ROLE/RESPONSIBLITY
Franklin Thompson Associate Producer	Franklin is responsible for coordinating and providing a variety of pre-sale activities including developing capabilities, proposal and other marketing and communications materials; conducting client needs discovery; presenting MYFIRSTHR capabilities; demonstrating the technology platform and other sales support activities for our integrated human resources solution. Franklin has worked in the sales, marketing industry since 2010. He became an employee of Mesirow Financial in 2014, which was acquired by Alliant in 2016.
Ashley Tsolis Benefit Technology Account Manager	Ashley supports new business and work-flow process of Alliant/Mesirow Insurance Services benefits technology solutions. She oversees the day-to-day maintenance of the solution and acts as the primary liaison between Alliant/ Mesirow Insurance Services, prospects and clients in coordinating deliverables. Ashley has worked in the human resources industry since 2007. She became an employee of Mesirow Financial in 2011, which was acquired by Alliant in 2016.

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.

Mesirow Insurance Services, Inc. is licensed to act as an insurance broker in the State of Illinois. All members of your proposed team has the necessary licensing and qualifications to provide the requested services. A copy of our firm's license is included below. Copies of account team licenses are available upon request.

We can confirm the independency of Mesirow Insurance Services, Inc. from any insurance company, TPA or provider network.

State of Illinois

License No: 100296101

Insurance License

MESIROW INSURANCE SERVICES INC

This is to certify that pursuant to requirements of the Illinois Insurance code the above firm is licensed to do business in the state of Illinois with the following authority:

LICENSE TYPE	LICENSE EFFECTIVE DATE	LICENSE EXPIRATION DATE
BUSINESS ENTITY PRODUCER	06/01/2016	05/31/2018
VIATICAL SETTLEMENT BROKER	06/01/2015	05/31/2017

For questions regarding a license, contact the Illinois Department of Insurance at DOI.licensing@illinois.gov

Anne Melissa Dowling
Acting Director of Insurance

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.

Name:	Chicago Housing Authority
Address:	60 E. Van Buren, Chicago, IL 60605
Contact:	Marilyn Jefferson
Title:	Senior Director, Human Resources/Training
Phone:	312.913.7718
Email:	mjeffers@thecha.org
Work Performed:	Insurance broker and employee benefit consulting services
Size of Group:	475 lives
Client For:	10 years

Name:	Community Alternatives Unlimited
Address:	8765 W. Higgins Road, Suite 300, Chicago, IL 60631
Contact:	Jane H. Haynes, MSW, CPA, LCSW
Title:	Chief Financial Officer
Phone:	773.867.4000 ext. 4133
Email:	jhaynes@cau.org
Work Performed:	Insurance broker and employee benefit consulting services
Size of Group:	110 lives
Client For:	10 years

Name:	Village of Bellwood
Address:	3200 Washington Blvd., Bellwood, IL 60104
Contact:	Peter Tsiolis
Title:	Chief of Staff
Phone:	773.771.4926
Email:	ptsiolis@strategicpm.us
Work Performed:	Insurance broker and employee benefit consulting services
Size of Group:	150 lives
Client For:	18+ years

Name:	Village of Elmwood Park
Address:	11 Conti Parkway, Elmwood Park, IL 60707
Contact:	Paul Volpe
Title:	Village Manager
Phone:	708.452.3912
Email:	PVolpe@elmwoodpark.org
Work Performed:	Insurance broker and employee benefit consulting services
Size of Group:	150+ lives
Client For:	18+ years

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.

Relationship with the City

By closely aligning with our clients, we are well aware that the Human Resources department is an integral part of any organization. Aside from the daily routine of managing payroll, on-boarding new hires, handling employee relations issue, etc., Human Resources is responsible for providing employees with important, detailed and confidential information on numerous issues, specifically insurance.

We understand the challenges you face, and we offer resources and insight on all types of benefits issues, carrier/provider issues, topical and legislative matters. Whenever necessary, we will discuss if any changes to these topics will directly or indirectly impact your benefit programs.

We regularly distribute these resources and insights in the form of print and electronic newsletters, client seminars and via our e-view benefits client portal. We can also revisit tailoring a specific value-added service program that will enhance the efficiency and quality of your employee benefits program.

We see our relationship with the City as one where we:

- Act as an extension of your Human Resources department.
- Help you provide your employees with the most innovative and cost-effective benefits programs available.
- Keep you apprised of market trends and creative financing techniques.
- Help guide you through the complexities of regulatory compliance.
- Advocate on the City's behalf so that it receives the best contract terms and pricing.

Evaluating Costs and Savings

Alliant/Mesirow provides benefits plan modeling for all clients. Prior to renewal (during pre-renewal strategy session) and during the renewal process, we evaluate the estimated impact of a myriad of plan design changes by modeling the alternative plan options and their financial impact. Clients are able to customize their plan offerings and see the new cost and premium savings for any changes to their selected plan(s).

For self-funded clients or clients with low HMO penetration, we are able to provide benefit modeling using actual historical claim activity to project potential future savings, based on a set of plan design parameters.

Using our BeneCalculator module (powered by PlanIT) we are able to essentially re-adjudicate historical incurred claims to arrive at these savings. Modeling options include deductible, in-network and out-of-network co-insurance levels, co-payments, annual maximums and visit limits.

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.

Our team members work together to service one group of clients. Each team is directed by one team leader who is a senior member of management and, in many cases, a principal of the firm. As owners, our team leaders have a personal, vested interest in the success of our practice and our organization. They have the flexibility to balance their team's priorities and ensure that deadlines are met. This "one team, one team leader" model offers our clients a dedicated and stable service team that has history with the account. The advantage is continuity of service that results in satisfied clients and high team member retention.

Chris Skryd, will ensure that all of the firm's resources are made available to the City and he will be accountable throughout the entire process. Jim Nesci, will serve as your account coordinator and will deploy specialists, as needed, to provide additional technical support to the core team.

The account team works together to service one group of clients, and is a blend of uniquely-qualified members with targeted skill sets built to meet the needs of each client. Please see **pages 2.5 - 2.8** for an overview of the team we propose to manage the City's account.

H. Describe the company's experience in working with union groups, especially labor-management committees.

We have a wealth of experience in providing services to unionized and non-unionized staff.

Most of the school districts, cities, villages, townships and counties we work with have union employees. Our benefit programs therefore reflect the contractual agreements that our clients have entered into with these employees. As you are undoubtedly aware, the contract terms and timing impact the terms of your benefit program. Frequently programs cannot be changed between union contract negotiations other than to enhance or improve coverage.

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.

Offering employee benefits continues to be a major challenge for today's employers. The volatility of the marketplace, current economic conditions and legal and governmental regulations have all served to rapidly increase costs to both employers and employees. That is why an organization's benefits program should be handled by professionals with:

- Skill to design a plan suited for the prevailing industry climate.
- Market knowledge to quickly identify qualified providers.
- Bargaining leverage to secure the right package at the right price.

We have expanded services and staff in response to increasing demand for comprehensive solutions that reduce plan costs, streamline administration, ensure compliance with government regulations and improve employee enrollment and communication. These services enhance the value of benefits programs by providing the tools needed to attract and retain the most qualified employees, while staying within your budget.

Specifically, we provide our clients with benefits portfolio management services including:

- Plan consulting, which includes benefits plan development, administrator selection and plan design consulting for core and voluntary benefits products and services.
- Marketing services, which include corporate goal identification, program analysis, creative strategy development, specifications development, market review/selection, proposal analysis/recommendations and plan benchmarking.
- An array of support services such as periodic, in-depth, comprehensive reviews of claims activity, updates on market developments and new industry regulations.

- Wellness planning, consulting and advisement services.
- Financial services which provide quantitative analyses that evaluate the financial impact of plan changes and analyze the efficiency of provider networks and carrier services.
- Plan administration, which oversees all administrative details concerning benefits plans including day-to-day account management and claim intervention/assistance.
- Client services, which coordinate value-added, educational and technology services.
- Legal and compliance issues.
- Retirement plan services, which provide plan consulting, plan development, plan installation and ongoing support for retirement planning.

We provide a more holistic approach by providing the following services:

Annual Benefit Plan Audit

- Review short-term and long-term goals.
- Review risk tolerance and financial objectives.
- Plan cost analysis.
- Plan design analysis.
- Plan administration review.
- Premium statement review for accuracy.
- Review of plan communication materials.

Competitive Assessment

- Benchmark current plan offerings, plan designs, total costs and employee contributions.
- Review historical cost trends.
- Review alternate funding mechanisms.
- Evaluate technology alternatives such as benefit statements, web-based portal, online / web-based enrollment systems, payroll, HRIS systems (HRTechnology Advisors).
- Examine carrier's financial stability and rating.

Plan Improvement Guidance

- Plan design analysis.
- Employee contribution analysis.
- Utilization analysis of current plan performance (in-network utilization, discount analysis, employee cost sharing, diagnostic category trends, etc.).
- Determine administrative needs and requirements.
- Review wellness opportunities (carrier level and third party) based on client needs, chronic condition metrics, and budget.
- Assist with wellness/well-being strategy and solutions, including overall program structure, design and deployment.

Vendor Management

- Contract review and negotiation.
- Price and service negotiations.
- Discount analysis and discount guarantee negotiations, if applicable.
- Analysis of vendor performance relative to guarantees, if applicable.
- Periodic claims experience reviews.
- Coordinate and attend periodic vendor informational/educational presentations.
- Evaluate new vendor products and benefit provisions.
- Maximize vendor product and service deliverables.

Strategic Recommendations

- Additional product discussion.
- Analyze administrative needs and potential efficiencies.
- Review potential market and program alternatives.
- Review Health Care Reform (ACA) impact and strategy for compliance.
- Review Medicare program design alternatives for post 64-year-old employees.
- Review individual medical alternatives (public exchange and private placement) with COBRA eligible/terminated employees, spouse and/or dependents.

Renewal Negotiations

- Pre-renewal due diligence.
- Analysis of plan performance and renewal underwriting projections.
  - Educate and evaluate alternate design approaches and potential cost impact.
  - Discuss market alternatives and potential network, cost and administrative impact
  - Model plan design alternatives.
- Prepare request for proposal (RFP), if required.
  - Review alternative bids.
  - Coordinate carrier interviews.
  - Prepare financial and benefits comparisons.
- Model employee contribution schemes.
  - Model financial impact of changes and changes to various employee groups, if needed.
  - Compare current and alternative contributions to benchmarks.

- Renewal.
  - Analyze renewal offer and negotiate where appropriate.
  - Finalize plan designs, fees, rates, and guarantees.
  - Finalize employee contributions.
  - Coordinate employee meetings and communication campaign.

Plan Administration Assistance

- Ongoing escalated claim intervention/ troubleshooting.
- Ongoing escalated policy administration troubleshooting.
- Provide ongoing regulatory compliance guidance.
  - In-house benefits compliance attorney.
  - Provide Health Care Reform Roadmap to Compliance.
  - Provide compliance updates. (See sample in **Appendix A**)
  - Provide Employee Benefits Looks At newsletters. (See sample in **Appendix B**)
  - Provide periodic legislation and benefits industry webinars.
  - Provide ThinkHR's on-demand phone/email support, resource library and training services.

Plan Communication Assistance

- Ability to advise and recommend available technology communication and benefit administration platforms (Touchpoints portal and HRTechnology Advisors) as well as potential integration of these platforms.
- Develop communication and education strategy and support services around available technologies.
- Assist with periodic carrier meetings.
  - Schedule, attend and coordinate educational review meetings at required locations.
  - Schedule, attend and coordinate carrier review meetings at required locations.
  - Present benefit materials to insured membership on an as needed basis.
- Review and edit annual renewal communication materials.
- Understand social media and mobile applications.

Reporting

- Periodic premium versus claims reporting.
- Periodic claims experience reviews, metrics assessment and trend analysis.
- Periodic financial analysis of plan(s) performance (in-network utilization, discount analysis, key-provider analysis, etc.).
- Large claims analysis, impact and diagnosis review.
- Prescription drug utilization review.
- Health Plan Intelligence trend and dashboard management report with plan design and modeling by PlanIT (affiliate), if applicable.

Other Available Client Services

The following are services which we can recommend, however there may be an additional fee for these services.

COBRA

Administration by COBRA OnQue (first year complimentary)
In-house COBRA administration can be a complicated, time-consuming process. In an effort to mitigate complications and reduce the amount of time dedicated to COBRA administration, we have partnered with OnQue Technologies (affiliate) for in-house COBRA compliance/administration. The OnQue administration tool uses an intelligent event processor to guide users through the COBRA administration process.

Automatically administers complex COBRA rules, maintains detailed event history, automatically generates over 40 notifications and calendars important tasks. 800# support included.

Administered by Third Party (fee-based service)
In order to enhance the effectiveness of your HR operation and ensure COBRA compliance, we have partnerships with a select group of carriers and vendors that will help you achieve these goals. By selecting one of our strategic partner firms, you can be assured that your program will remain in compliance, thereby mitigating the financial risks associated with noncompliance.

Premium Only Plan ("POP") by WageWorks (first year complimentary)
The Section 125 Premium Only Plan ("POP") saves you and your employees money by reducing payroll taxes. It works by making one simple adjustment in your payroll process - employees pay their portion of insurance premiums on a pre-tax basis rather than on an after-tax basis.

ERISA Compliance (fee-based service)
Our strategic partners in the area of ERISA compliance, such as TASC/ERISAEdge and BASIC offer invaluable experience assisting with all the necessary communications, forms, and record keeping for you.

TASC/ERISAEdge and BASIC

- Provide ERISA compliant wrap documents.
- Prepare annual 5500 reports.
- Provide full PCORI fee services.
- Maintain all required records for the mandated amount of time.
- Provide instruction regarding required on-site record keeping.
- Provide access to experienced employee benefits professionals.

Form 5500 Form Preparation (complimentary service)
Each year, pension and welfare benefit plans generally are required to file an annual return/report regarding their financial condition, investments, and operations. This is generally satisfied by filing the Form 5500 Annual Return/ Report of Employee Benefit Plan and any required attachments. Alliant/Mesirow has partnered with a handful of external vendors who can help your organization prepare your Form 5500s. We will monitor this preparation to ensure adequate client compliance.

Health and Welfare Actuary (potential fee-based service)
If needed, Alliant/Mesirow utilizes the services of actuaries when required to perform various actuarial attestations, retiree health and welfare liabilities, and IBNR estimates. However, while we do not have actuaries on-staff, our brokerage service deliverables include actuarial-type services, as well as underwriting services, modeling, benchmarking and budget assistance. If actuarial assistance is required, we would need to assess the scope of the actuarial project(s) to determine if a fee should be required.

Payroll/HRIS/Benefits Administration (fee-based service)
We can provide a unique and cost-effective way for organizations to manage the essential aspects of their Human Resources function. We create a service package that is tailored to fit your business. We offer services to support your existing HR team, or can manage the entire HR function. Regardless of the capacity in which we act, our goal is to streamline administration and minimize overhead and fixed costs.

Packages can include:

- Gap analysis.
- Cutting edge technology proven to enhance productivity.
- Paperless organization systems.
- Labor/employment related legal expertise. Strong knowledge of ever-changing government regulations.
- Practical, innovative solutions to common employment issues.
- A team of HR professionals trained with a focus on real-world business scenarios.
- Superior account management and personalized customer service.
- Completes the required forms accurately and on time.
- Assists with resolution in the event that employee benefit plans are reviewed by the DOL.
- Maintains comprehensive record keeping.
- Provides toll-free customer service.
- Provides an audit guarantee.

FMLA Administration (fee-based service)
Employers of all sizes struggle to manage employee absences. Tracking leaves accurately and consistently can be a labor intensive task and deciding which absences qualify for job protection can be a complex administrative burden. All too often employers spend a great deal of time and money to administer FMLA.

They are equally challenged to stay in compliance with the Act and avoid potential liabilities.
Many employers are surprised by the costs, pitfalls and complexities of administering FMLA. Errors can add costs that reach staggering amounts.

Carriers and vendors have created FMLA outsourcing platforms to help our customers manage all aspects of the Family and Medical Leave Act. These qualified organizations will administer the City's FMLA and other company leave benefits for your employees efficiently, economically and in a manner that represents the organization as a fair and responsive employer.

Affordable Care Act (ACA) Reporting and Tracking (fee-based service)
Our strategic partners dedicated to the area of ACA reporting and compliance provide employee tracking and reporting tools and solutions for this January 1, 2016 requirement. Providing a template format to tracking and reporting employee monthly coverage activities, strategic partners such as CIMPLX (TRAX), Greatland and BASIC are pioneers in the emerging ACA compliance marketplace, and the employer's responsibility of reporting requirements.

Online / web-based Enrollment Tools (fee-based service)
We have several vendors available to help our clients with automating and streamlining the enrollment process. Automating open enrollment and other qualifying enrollment events brings better efficiency and service.

Employee Self Service
Provide a complete enrollment solution that includes a secured web based system that supports annual enrollment, ongoing new-hire enrollment and qualified life event changes. Employees have access to their information online from wherever internet is available to make their benefit selection(s), monitor communications and update their employee profile with address changes, dependent updates, etc. This paperless solution is deployed for employees 24 hours a day, seven days a week, 365 days a year.

Administration
Provide administrative users with online tools and reports to monitor and evaluate overall enrollment and participation. Reduce the amount of time to process benefits by streamlining some of your HR challenges. The solution is flexible in design and offers a combination of core and voluntary benefits with easy-to-use configuration tools that can accommodate any combination of plan options, business rules, eligibility criteria and payroll deductions.

Benefits Total Integration
Provide a full suite of data export and reporting capabilities to our clients and their insurance carriers with enrollment and payroll deduction data in a format that is easy to use. Provide electronic files to carriers where available.

Dependent Eligibility Audit (fee-based service)
Our clients receive an independent and objective assessment of whether or not dependents covered by health plans are eligible to receive benefits. Some of the key benefits of a dependent eligibility audit include:

- Decreased overall health care costs.
- Administrative time and money saved by hiring a professional auditor.
- Immediate measurable results as ineligible dependents are removed from coverage.
- Confirmation of plan participant understanding of eligibility requirements.
- Improved renewal processes through accurate enrollment records, documentation and communications.
- Reduce compliance risk under Sarbanes-Oxley, ERISA and DOL guidelines.

The dependent eligibility audit firms we work with are uniquely qualified and experienced to provide the best audit services for our customers based on independence, expertise, reputation and innovation.

Compensation Statements (fee-based service)
With our preferred vendor, we can provide clients with benefit statements which show a summary of employee's employer-paid benefits. These statements include pie charts and benefit explanations. It shows the total value of employees' "hidden paycheck."

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.

Using Alliant/Mesirow survey data or third party vendors, we will benchmark your benefit plans against those offered by similar employers defined by employee size range, industry, geographic location and plan type. These types of comparatives allow the City to see meaningful comparisons between your benefits program and those of your peers based on specific criteria including cost per employee, contributions, deductibles, coinsurance, co-pays and out-of-pocket maximums.

The Alliant/Mesirow annual benefit survey data includes more than 350 employers, 575 health plans, 417 dental plans and a multitude of benchmarking data points for all lines of coverage. Our survey data not only reflects our client's benefit programs, but it reflects employers (that are more than 95% Chicago-based) covering between 50 and 9,000 employees.

Our third party survey data contains more than 10,000 employers sponsoring more than 18,000 health plans nationwide participate in the survey. The resulting volume of data provides employers of all sizes more detailed, and therefore more meaningful, benchmarks and trends than any other source.

We will work to develop customized cost control strategies after conducting an initial investigation of your current benefit plans. This would involve analyzing the data – evaluating historical and current claims analysis, plan design, utilization and contributions. Once the investigation process is complete, we will prepare a specific strategy outlining steps for achieving agreed upon cost control goals.

The following are some ideas that could be used:

- **Increase enrollment in H.S.A plan and/or eliminate traditional PPO plan.**
  - Behavior changes immediately under a consumer-driven healthcare plan since members are spending their own money.
  - Over-utilization disappears, consumers appear and employees start shopping for price, service and quality. Lifestyles also improve and health and wellness programs gain more traction.
- **Introduce healthcare pricing transparency support tool** (e.g. Health Advocate or Compass Health) can drive plan members to centers of value (e.g. high quality low cost providers).
- **Get serious about chronic disease.** Experts agree that the 80/20 rule applies in healthcare - 80% of costs are incurred by 20% of people, those with chronic conditions. An effective primary care team can provide a medical home where chronic conditions, like diabetes, asthma, hypertension and depression, can be treated in a systematic, proactive manner.

We also take the following measures:

- Analyze pharmacy arrangement.
- Reduce enrollment in the health plan utilizing dependent eligibility audits.
- Provide a complete employee contribution analysis which includes options and strategies for distributing employees versus employer costs.
- Promote employee wellness.
- Decrease claim frequency and severity.

The following case studies are examples of the work we have completed for other clients and the results of our efforts:

BENEFITS TEAM ACHIEVED SIGNIFICANT ANNUAL SAVINGS, REDUCING PLAN COSTS BY 21.5%

Challenge
The client faced the third year in a row of plan cost increases running above national reported market averages. They could not amend the plan design and was looking for another approach to save plan costs.

Action
The team utilized our knowledge of the market to find an insurance carrier that could match the plan design and improve plan costs through a more effective network of providers.

Result
We were able to offer a more expansive network, which allowed participants to increase use of network providers by 15%. The new network also increased the effective discounts on claim charges by 16%. The total impact to the plan was a 21.5% drop in plan costs versus the renewal, and resulted in costs that were lower than even the prior plan year.

BENEFITS TEAM HELPED PROSPECT SECURE SUBSTANTIAL PREMIUM SAVINGS IN BENEFITS PROGRAM

Challenge
Our benefits team was asked to consolidate this prospect's group term life/accidental death & dismemberment, retiree life, long-term disability, short-term disability, voluntary life insurance and statutory disability coverages with one insurance carrier in order to achieve administrative efficiencies, higher coverage limits and premium reductions on a multi-year basis.

Action
We marketed the program to several carriers after first reviewing the prospect's administrative, contractual (benefit) and communication requirements. The request for proposal included a detailed premium versus claims history, plan design options to be quoted, pricing restrictions (i.e. multi year/ 3-year rate guarantee) and the prospect's information related to their internal computer systems utilized for employee eligibility entry.

Result
During the first year, we were able to:

- Re-design the prospect's disability benefits structure without reducing coverage
- Provide increased guarantee issue limits for the life and disability coverages
- Negotiate a more flexible voluntary life insurance schedule
- Implement an on-line reporting/claim status reporting system
- Provide online access to all employee communication materials
- Secure multi-year rate guarantee that resulted in overall premium reduction of almost 20% (approximately $280,000 off of approximately $1,500,000 in annual premiums)

In the second year, we further re-designed the disability benefit structure to a "base/buy-up" structure that resulted in an additional 20% savings.

CLIENT REALIZES A 15% REDUCTION IN COSTS OF GROUP BENEFIT PROGRAM AFTER ACQUISITION

Challenge
This seller's existing group benefits program coverages (medical, life and dental) exceeded industry averages. The third-party administrator (TPA) was unable to consistently, promptly and accurately pay employee benefits claims so the client's management team asked us to identify potential cost savings, administrative efficiencies and coverage enhancements.

Action
We visited the client's third party administrator to appraise the current group benefits program and accomplished the following:

- Negotiated with the client's carrier to obtain a $100,000 discount in program costs.
- Identified an alternative TPA capable of improving claims accuracy and turnaround time.
- Reduced program costs by identifying a less costly prescription drug plan and more competitive reinsurance and life insurance carriers
- Secured a check for $265,000 from the client's insurance carrier as compensation for excess premium charges over the life of the plan.

Result
We helped the client realize a 15% reduction in group benefits program costs at the end of the replacement plan's first full year.

TEAM RECOMMENDED CHANGE OF RENEWAL DATE TO SAVE CLIENT $500,000

CHALLENGE
The team worked with a prospect that had a January 1 renewal date to move their medical coverage out of an association plan into their own stand alone plan.

ACTION
We recommended changing the renewal date to later in the year (October 1), thereby enabling the employer to avoid the additional expense of some requirements for the Patient Protection and Affordable Care Act at least 10 months. We reviewed the Department of Labor's guidance and deemed moving to reduce premium is not an avoidance of the legislation and recommended the change.

RESULT
Between our aggressive rate and benefit negotiation and the avoidance of mandatory benefit changes; the employer saved a little over $500,000 for the same medical plan design with another carrier.

WELLNESS STRATEGY RESULTS IN PROJECTED SAVINGS OF $564,000.

CHALLENGE
We worked with our client to develop a wellness program to reduce claim cost.

ACTION
Our wellness team recommended that the client take advantage of legislation that allows employers to discount premium contributions for non-smokers and individuals that meet health goals. We helped design, communicate and implement a wellness strategy that was in compliance within the Department of Labor's guidelines to provide stronger engagement in health which would lead to risk reductions that helped drive a significant reduction in high cost health claims.

RESULT
Prior to implementing the wellness program, our client had 26 claims in excess of $25,000. The year after implementing the health and wellness program, the client has only had 10 claims – resulting in a projected one-year savings of more than $564,000.

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.

Carrier Relationship
We place approximately $1.75 billion in global premiums. This volume and leverage has earned Alliant/Mesirow favored broker status with a number of top-ranked carriers thus ensuring that clients receive competitive, comprehensive and cost effective coverage and plans. We hold the highest ranking status with the largest insurance carriers that currently underwrite in the state of Illinois - BlueCross BlueShield (Blue Diamond), Humana (Leaders Club), Cigna (Platinum), United Health Care (Platinum) etc. These designations earn us significant market leverage and assure our clients of a superior level of service. In fact, Alliant/Mesirow currently insures more clients through BlueCross BlueShield than any other broker in the State of Illinois.

Claims Advocacy
We provide all clients with a high level of customer service. We work directly with Human Resources or the employee/spouse/member when necessary to resolve claim problems. Our claims management professionals intercede as a client advocate when a client is confronted with a reservation of rights or disclaimer of coverage. In these cases our claims specialists can help obtain a favorable outcome.

TPA Evaluation via RFP
We have excellent relationships with all top third party administrators (TPA). Evaluation and analysis of TPAs are included as part of our regular services. Additionally, we have extensive experience in evaluating TPAs, Section 125 carriers and section 105 plans.

Conflicts of Interest
There are no existing or potential relationships between Alliant/Mesirow and insurance providers, TPA, or other vendors who might be considered by the City and that could lessen our 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.

Qualifications and Experience
Alliant/Mesirow is one of the largest independent insurance brokers in the Midwest and currently handles the largest book of taxing bodies in Illinois. As such, we have extensive experience in managing employee benefit programs similar to those required by the City.

Team Approach
Our "one team, one leader" model offers our clients a dedicated and stable service team that has a history with the account. The advantage is continuity of service that results in satisfied clients and his team member retention.

Resources
Health Advocate: Alliant/Mesirow will provide City employees with access to Health Advocate. Personal health advocates are trained professionals who help employees and their family members navigate the intricacies of the healthcare system, from locating a physician, to helping to resolve claims and billing issues and appeals, to coordinating care among physicians and medical institutions and even comparing treatment cost options. Health advocates work directly with employees, thus relieving the burden to HR or benefits.

- Saves money for employer and employee while increasing productivity and satisfaction
- Help employees coordinate care, resources and claims
  - Clinical support (Find doctors, obtains second opinions, schedules appointments)
  - Administrative support (Help resolve insurance claims; correct billing mistakes; assist appealing denied claims)
  - Healthcare coaching (Prep for doctor visits; explains complex conditions)
  - Information and Resource Support (Medicare issues; wellness services).
- Assists employees plus family members, including spouse, dependent child(ren), parents and parents in-law.
- 24/7 assistance via toll-free number.
- Helps employees and families maximize their healthcare experience.

Employee Communications
Communicating to employees their benefit options cannot be handled in the same manner for every client. Alliant/We work with each client to develop a communications plan for employee education, based on the method to be used for communications (printed materials, electronic, telephonic, web-based).

Communication materials are often a combination of supplies from insurance carriers, administration/network vendors and customized communications developed by Alliant/Mesirow.

Communicating benefit options to employees cannot be handled in the same manner for every client, which is why Alliant/Mesirow has developed a variety of communication strategies, which will be available to the City. Electronic or print materials, or a combination of both, can be applied to create the most effective communication program for your organization.

Some of the additional complimentary communications we use include:

- **Benefits Communication Website (Complimentary):** We can communicate pertinent information to employees by posting notices to the Touchpoints website. While primarily designed to be an employee self-service benefits resource and communications center, it can also function as a compliance tool by providing online access to SPDs and HIPAA Notices.
  Touchpoints is a turnkey solution that provides easy-to-access benefit information to employees and their covered dependents. It enables them to not only to see the real value of the benefits being offered, and to make smarter decisions about how to use these benefits. Integrated electronic and printed communication materials such as monthly and quarterly newsletters and employee enrollment guides are available. With a focus on tailored content, branding, and efficiency, Touchpoints is the way to target communications for your employees and their dependents.
- **Open Enrollment PowerPoint Presentation (Complimentary):** Alliant/Mesirow can brand and customize our electronic open enrollment PowerPoint presentation for ACGME. This comprehensive presentation may be delivered in person or via online meetings, and has proven to be efficient and effective.
- **Open Enrollment Newsletter (Complimentary):** Alliant/Mesirow can brand and customize our well-designed and easy-to-read open enrollment newsletter..
- **Benefit Guides (Complimentary):** Alliant/Mesirow can design and provide ACGME with customized benefit guides, which enhance the communication of benefits to your employees. Our clients utilize these guides during open enrollment, new hire orientations and to assist benefit administrators in explaining benefit options to employees. Benefit guides may be customized for various divisions and classes of employees as necessary.
- **Benefits Videos (Complimentary):** Our videos can be custom built to fit your benefit offering. Some of the features and benefits include:
  - Difficult benefit concepts are explained in easy to understand terms.
  - Easily reach employees across multiple locations and save your HR team countless hours spent preparing for and conducting open enrollment meetings.
  - Mobile friendly format.
  - Employees, and their spouses, have the convenience of viewing the videos when and where it is convenient for them.
  - Websites, contact information, enrollment forms and other benefit documents can be embedded in your video for easy access.
  - Access your video easily through one simple link.
  - When incorporated in your on-boarding and new-hire orientation, videos are a sure-fire way to make sure every employee receives a consistent message and comprehensive training.

Business Philosophy
Our mission is to create innovative and proactive insurance strategies and consulting solutions for clients. We accomplish our mission by demanding from ourselves and our suppliers the highest level of service and integrity.

Our operating principles include:

- Representing our clients' interests as if they were our own.
- Hands-on account servicing and marketing by firm principals.
- Value-added resources dedicated to the pursuit of alternative approaches and solutions.
- Leveraging significant long-standing supplier relationships that maximize client results.
- Retaining a committed, motivated and knowledgeable staff.

Our goal is not to be everything to everybody – instead, we want to be many things to a select and growing number of clients. Our organization has the endurance, adaptability and resources to do well regardless of market conditions.

We excel at helping clients take advantage of opportunities that have surfaced by emphasizing a diverse, value-based and conservative approach. We have the human and financial capital to meet our clients' needs.

This combination of people and financial strength allows us to grow. Our professionals have a personal stake in our business, motivating us to do even more for our clients. We work hard to earn our clients' trust by meeting their goals and keeping our word. Our promises are based on decades of experience, sound business principles, and exacting standards delivered by our talented team of professionals.

Many of our professionals have extensive backgrounds working in insurance companies in areas such as underwriting, sales and service, prior to their consulting careers. This gives them a knowledge of the industry which translates into impressive results for clients.

We effectively manage a decentralized and diversified organization through coordinated leadership to keep us close to our clients.

We know that business relationships can never be taken for granted. Alliant/Mesirow is always looking for ways to improve, enhance and fortify our relationships. Our success is largely due to the culture we have been able to achieve throughout the organization and our reputation for providing quality service to all clients – large and small.

M. Explain the company's training and education strategy to ensure that the latest and most accurate information is conveyed to its clients.

Training
Account teams receive both formal and informal training on an ongoing basis. All team members are licensed agents and meet the continuing education requirements of the Illinois Department of Insurance.

All licensed colleagues are required to take (and pass) 30 hours of state-mandated continuing education courses every two years as a condition of license renewal and continued employment at Mesirow Financial. This compulsory education includes classroom training on ethics.

Formal training includes, but is not limited to, legislative and product webinars, industry workshops and industry symposiums, telewebs and regular department compliance training for COBRA, ERISA, FMLA, HIPAA, PPACA, etc. These training sessions are provided by independent industry professional organizations, such as The International Foundation of Employee Benefit Plans (IFEBP), Employee Benefits Institute of America (EBIA) and the National/Midwest Business Group on Health (NBGH/MBGH).

Additionally, many insurance carriers provide formal training on various topics such as underwriting methodologies, taxation implications of benefit and contribution structures, in-depth contract provisions, network strategies, etc.

Informal training includes, but is not limited to, internal monthly producer meetings, quarterly benefit analyst meetings, quarterly account representative meetings, weekly team meetings, carrier/provider topic- and product-oriented learning sessions and carrier/provider team visits (one hour visits outlining product, policy and procedures). These informal meetings generate a wealth of discussion pertaining to carrier/vendor contract, product, service and staffing/personnel issues, as well as Alliant/Mesirow's employee benefits product and service deliverables. Our process ensures that clients receive the most up-to-date and accurate information.

Keeping Up-to-Date
We provide our clients with benefit and HR research as employers need to be in compliance with all federal regulations including the following:

- Patient Protection and Affordable Care Act (PPACA)
- Employee Retirement Income Security Act (ERISA)
- Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Consolidated Omnibus Budget Reconciliation Act (COBRA)
- Family and Medical Leave Act (FMLA)

Our professionals have the experience to design plans that are in compliance with federal regulations and conduct benefit and HR research to achieve this objective. We provide each client with an evaluation of their adherence to each aspect of these laws as it relates to their benefit programs, and an annual compliance review is part of our standard client service package.

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.

Mesirow Insurance Services, Inc. is not now and in the past three years has not been involved in any litigation, arbitration or bankruptcy proceeding that is material to providing consulting services.

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...

We are very flexible in designing remuneration alternatives to serve the United City of Yorkville's interests while providing adequate compensation for services rendered. It is our desire to receive only the appropriate level of compensation for the brokerage and consulting services provided to the City. The annual compensation rate is dictated by the insurance carriers and will remain the same.

... 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.

We will provide complete disclosure of any and all fees, commissions, bonuses, overrides, or any other compensation our company receives each year as a result of the services provided to the City.

Contractor Certifications

Following, please find the completed Contractor Certifications form as required.

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 Complied 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 Complied Statutes, and

C. States that is 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)

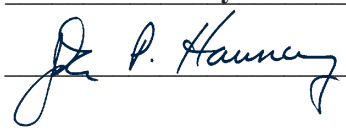
D. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965)

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: **11/08/2016**

Contractor: **Mesirow Insurance Services, Inc.**

By: **John Harney**

Title: 

Appendix A: Compliance Updates

COMPLIANCE

Alliant / Mesirow INSURANCE SERVICES

» 10/18/16 |

Women's Health Update: A Review of the Women's Health and Cancer Rights Act and the Affordable Care Act's Women's Preventive Services

Women's Health and Cancer Right Act Overview

On October 21, 1998, the Women's Health and Cancer Rights Act (WHCRA) was signed into law. Administered by the Departments of Labor and Health and Human Services, the WHCRA requires all group health plans, insurance providers and health maintenance organizations (HMOs) that offer mastectomy coverage to also provide coverage for certain services related to breast reconstruction following the procedure. We intend to distribute this Legislative Update annually to remind you of your yearly responsibilities under WHCRA.

Notice of Coverage

The law requires plan providers to notify workers of their rights under this act at the time of enrollment and each year thereafter.

In addition to detailing the mastectomy-related benefits available under the plan, the notice must state that for the covered member who is receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient,

- all stages of reconstruction of the breast on which the mastectomy was performed;
- surgery and reconstruction of the other breast to produce a symmetrical appearance;
- prostheses; and
- treatment of physical complications at all stages of the mastectomy, including lymphedemas (swelling that sometimes happens after treatment for breast cancer).

For your convenience, we have provided sample language to fulfill both the annual notice and enrollment notice requirements of the act.

Sample Language for WHCRA Annual Notice

"Your health plan, as required by the Women's Health and Cancer Rights Act of 1998, provides benefits for mastectomy-related services including all stages of reconstruction of the breast on which the mastectomy was performed; surgery and reconstruction of the other breast to produce a symmetrical appearance; prostheses; and treatment of physical complications at all stages of the mastectomy including lymphedema (swelling that sometimes happens after treatment for breast cancer).

Call your Plan Administrator [insert name and telephone number] for more information."

Sample Language for WHCRA Enrollment Notice

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and patient, for:

- all stages of reconstruction of the breast on which the mastectomy was performed;
- surgery and reconstruction of the other breast to produce a symmetrical appearance;

- prostheses; and
- treatment of physical complications at all stages of the mastectomy, including lymphedemas (swelling that sometimes happens after treatment for breast cancer).

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan. Therefore, the following deductibles and coinsurance apply: [insert deductibles and coinsurance applicable to these benefits].
If you would like more information on WHCRA benefits, call your Plan Administrator [insert name and telephone number]."

Limitations

Of particular note, nothing in the statute appears to limit rights to WHCRA benefits to cancer patients. Also, the law does not set forth limitations on the number of prostheses or limitations from the date of the mastectomy. Certain plans referred to as "church plans" or "governmental plans" may not be subject to this law. The law also does not apply to Medicare and Medicaid.

Several states have their own laws requiring reconstructive surgery benefits following mastectomy. Since not all health plans are subject to state law, the federal law sets a minimum standard for securing these services for all women in all states.

ACA's Women's Preventive Services Overview

Under the Affordable Care Act, non-grandfathered plans and issuers are required to provide coverage for the women's preventive services shown below, without a co-payment, co-insurance or a deductible. This provision became effective for plan years that began after August 1, 2012.

Types of Preventive Services

The eight additional women's preventive services that will be covered are:

- well-woman visits
- screening for gestational diabetes
- HPV/DNA testing
- STI counseling
- HIV screening and counseling
- contraceptive methods and counseling
- breastfeeding support, supplies and counseling
- screening and counseling for interpersonal and domestic violence

For more information on WHCRA, visit
http://tinyurl.com/3rd2qax
http://tinyurl.com/4xbqly8
http://tinyurl.com/3e6jp22 or contact your Mesirow Financial representative.

For more information on ACA Women's Preventive Services, visit
http://www.hrsa.gov/womensguidelines/

Sources:
U.S. Department of Labor: Employee Benefits Security Administration
American Cancer Society

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Appendix B: Employee Benefits Looks At

» 2/27/16 |

Waiver of Premium Provision for Group Life Policies: Premium Payment Not Required for Disabled Employee

Purpose of Waiver of Premium Provision

Changing group life insurance contracts can be problematic as most group life insurance policies stipulate that an employee must be actively at work at the time he/she becomes eligible for coverage. When an employee is not actively at work upon eligibility, coverage generally becomes effective on the date he/she returns to active work status. In the case of employees who are not actively at work at the time of a change in life insurance carriers, there may be a gap in coverage.

Waiver of premium is a common provision included in most group life insurance policies, designed to address this issue and allow an employer the flexibility to move the contract to a new carrier. It is intended to provide continued life insurance coverage through an incumbent contract, for an employee who becomes totally disabled prior to the age limit specified in the group life insurance contract (typically 65 years of age).

The provision also suspends the employer's requirement to pay group life insurance premiums on behalf of a qualified claimant during the time the claimant is disabled, upon approval of a claim for waiver of premium. Typically, the waiver period (or discontinuance of premium) starts after a specified duration of disability, as indicated in the contract, and continues until one of the following conditions occurs:

- employee is no longer disabled
- employee reaches the specified age limit (such as 65)
- employee dies

If you have employees who are disabled on the date you change life insurance carriers or when terminating your group life insurance contract, you will need to have the disabled employee complete a Waiver of Premium claim form and an application for conversion of their group coverage to an individual policy, if they have not already done so.

Filing a Waiver Claim

The waiver of premium provision is generally activated as long as the waiver claim is applied for and filed by the employer within the specified time from the disabled employee's initial date of disability (typically nine or twelve months). If an employer does not properly comply with this provision (for example, by waiting too long or not filing the claim at all), life coverage for the disabled person may be denied.

Most insurance companies with which Mesirow Financial works will now automatically file waiver of premium claims on behalf of employers and qualified claimants, if the insurance company provides both the life and long-term disability coverages.

Be sure to verify whether your current life insurance policy(ies) contains a waiver of premium provision. More importantly, make sure you understand how the provision works and file all claims on time. For more information, please contact your Alliant/Mesirow Insurance Services representative.

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Reviewed By:	
Legal	■
Finance	☐
Engineer	☐
City Administrator	☐
Human Resources	☐
Community Development	■
Police	☐
Public Works	☐
Parks and Recreation	☐

Agenda Item Number

Planning & Zoning Commission #1

Tracking Number

PZC 2016-05

Agenda Item Summary Memo

Title: Text Amendments to Yorkville Zoning Ordinance

Meeting and Date: City Council – January 24, 2017

Synopsis: This memo and draft ordinance outlining text amendments to the Yorkville Zoning Ordinance which were approved for recommendation by the Planning and Zoning Commission

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jason Engberg (Name) Community Development (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Jason Engberg, Senior Planner
CC: Bart Olson, City Administrator
Krysti J. Barksdale-Noble, Community Development Director
Date: January 19, 2017
Subject: **PZC 2016-05 –** Text Amendments to Yorkville Zoning Ordinance Semi-Truck/Repair, Commercial/Trade Schools, Non-Conforming Land Use

---

Summary:

Over the course of the past year, the staff has noticed several written sections within the Zoning Ordinance that require clarification. Rather than addressing each section individually, we are addressing them here collectively. All of these additions and clarifications to the Zoning Ordinance are driven by staff and legal counsel.

Semi-Truck and Semi-Truck Repair
Semi-trucks are not distinguished from automobiles in the Zoning Ordinance. As a result, semi-truck automobile repair businesses may operate in a commercial district which is not an appropriate use for this district. To correct this, separate definitions for Semi-Trucks and Semi-Truck Repair in Section 10-2-3 of the Zoning Ordinance have been proposed. Additionally, Semi-Truck Repair will become permitted uses in the M-1 and M-2 districts.

Commercial School/Trade School
The current definition of a Commercial School could be interpreted to include traditional schools as well. If traditional schools are allowed to develop in commercial districts, the City will lose out on potential tax revenue from commercial real estate – as traditional schools are tax exempt. To solve this, staff proposed clarifying the existing definitions of Commercial Schools and Traditional Schools.

Non-Conforming Land Use
Currently, agricultural uses of land may be subject to elimination upon expiration of an annexation agreement. There are several properties within the City which have been annexed into the City with an approved plan but have not been developed. These existing agricultural lands have become legal nonconforming uses. To ensure these lands may continue to be used for agricultural purposes if an annexation agreement expires, language allowing continuation of these legal non-conforming uses has been proposed.

Planning and Zoning Commission Action

The Planning and Zoning Commission reviewed the proposed text amendments to the Yorkville Zoning Ordinance at a public hearing held on January 18, 2017 and made the following action on the motion below:

In consideration of testimony presented during a Public Hearing on January 18, 2017, the Planning and Zoning Commission recommends approval to the City Council of a request to amend the United City of Yorkville Zoning Ordinance as presented by staff in a memorandum dated January 11, 2017.

Action Item:

Harker-aye; Vinyard-aye; Olson-aye; Horaz-aye; Goins – aye; Gockman-aye
6 ayes; 0 no

Attachments:

1. Draft Ordinance
2. Staff's memorandum to the Planning and Zoning Commission dated January 11, 2017
3. Current Sections of Zoning Ordinance regarding Definitions and Non-Conforming Land Uses
4. Copy of Public Hearing Notice

Ordinance No. 2017-____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS, AMENDING THE YORKVILLE ZONING ORDINANCE BY AMENDING THE DEFINITION OF AUTOMOBILE REPAIR; ADDING THE DEFINITION OF SEMI-TRUCK AND SEMI-TRUCK REPAIR AND ADDING THEM AS PERMITTED USES IN THE M-1 AND M-2 MANUFACTURING DISTRICTS; AMENDING THE DEFINITIONS OF COMMERCIAL SCHOOL AND SCHOOL; AND ADDING LEGAL NONCONFORMING AGRICULTURAL USES TO THOSE USES NOT SUBJECT TO ELIMINATION BY ABANDONMENT OR AMORTIZATION

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

WHEREAS, pursuant to Section 10-4-10 of the Yorkville Zoning Ordinance the City may initiate amendments to the Yorkville Zoning Ordinance; and,

WHEREAS, the City filed seeking amendments to the Yorkville Zoning Ordinance to amend certain definitions, allow semi-truck repair in the City's M-1 and M-2 manufacturing districts, and allow legal nonconforming agricultural uses to not be subject to abandonment or amortization; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on January 18, 2017, to consider the request and made Findings of Fact and Recommendations to the City Council to approve the requested text amendments.

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

Section 1: The above recitals are incorporated and made a part of this Ordinance.

Section 2: That Section 10-2-3, Definitions, of the United City of Yorkville Zoning Ordinance of the Yorkville City Code is hereby amended by amending the definition of automobile repair as follows:

> "AUTOMOBILE REPAIR: Engine rebuilding or major reconditioning of worn or damaged motor vehicles or trailers; collision service, including body, frame or fender straightening or repair and painting of vehicles including incidental repairs, replacement of parts, and motor service to automobiles. Automobile Repair excludes repair to semi-trucks as defined in this Section."

Section 3: That Section 10-2-3, Definitions, of the United City of Yorkville Zoning Ordinance of the Yorkville City Code is hereby amended by adding the following definitions:

"SEMI-TRUCK: A tractor unit which is used to tow or move semi-trailers. A semi-truck typically has two or three axles and is built for hauling large amounts of products, goods, and heavy machinery.

SEMI-TRUCK REPAIR: Engine rebuilding or major reconditioning of worn or damaged semi-trucks; collision service, including body, frame or fender straightening or repair and painting including incidentals repairs, replacement of parts and motor service to semi-trucks."

Section 4: That Table 10-06-03 of the United City of Yorkville Zoning Ordinance of the Yorkville City Code be and is hereby amended by adding as permitted uses "Semi-truck Repair" in the following zoning districts:

M-1 Limited Manufacturing District,
M-2 General Manufacturing District,

Section 5: That Section 10-2-3, Definitions, of the United City of Yorkville Zoning Ordinance of the Yorkville City Code is hereby amended by amending the definition of COMMERCIAL SCHOOL, TRADE SCHOOL and the definition of SCHOOL as follows:

"COMMERCIAL SCHOOL, TRADE SCHOOL: A school established to provide for the teaching of industrial, clerical, managerial, artistic skills or alternative education. This definition applies to schools that are owned and operated privately for profit or not for profit. Such schools may not contain an auditorium, gymnasium, or any other sort of recreational facilities.

SCHOOL: Elementary, high school or college, public or private, or nonprofit junior college, college or university, other than trade, commercial and business schools, including instructional and recreational uses, with or without living quarters, dining rooms, restaurants, heating plants and other incidental facilities for students, teachers and employees. These schools typically contain an auditorium, gymnasium, cafeteria, or other recreational facilities."

Section 6: That Section 10-15-5 of the United City of Yorkville Zoning Ordinance of the Yorkville City Code is hereby amended by adding subsection F to read as follows:

"F. In any district, unless otherwise limited or restricted by an annexation agreement, agricultural uses that exist upon annexation of the property and become legal nonconforming shall continue to be legal nonconforming uses and shall not be subject to elimination by abandonment or amortization."

Section 7: This Ordinance shall be in full force and effect after its passage, publication, and approval as provided by law.

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

_____
City Clerk

CARLO COLOSIMO	_____	KEN KOCH	_____
JACKIE MILSCHEWSKI	_____	JOEL FRIEDERS	_____
CHRIS FUNKHOUSER	_____	DIANE TEELING	_____
SEAVER TARULIS	_____		

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

_____
Mayor

Memorandum

To: Planning and Zoning Commission
From: Jason Engberg, Senior Planner
CC: Bart Olson, City Administrator
Krysti J. Barksdale-Noble, Community Development Director
Date: January 11, 2017
Subject: **PZC 2016-05** - Text Amendments to Yorkville Zoning Ordinance Semi-Truck/Repair, Commercial/Trade Schools, Non-Conforming Land Use

---

Summary

Over the course of the past year, the City of Yorkville has noticed several written sections within the Zoning Ordinance that require clarification. Rather than addressing each section individually, we are addressing them here collectively. All of these additions and clarifications to the Zoning Ordinance are driven by staff and legal counsel.

Semi-Truck and Semi-Truck Repair

Semi-trucks are not distinguished from automobiles in the Zoning Ordinance. As a result, semi-truck automobile repair businesses may operate in a commercial district which is not an appropriate use for this district. To correct this, we propose creating separate definitions for Semi-trucks and Semi-truck Auto Repair in Section 10-2-3 of the Zoning Ordinance.

Current Zoning Ordinance Definitions:

AUTOMOBILE REPAIR: Engine rebuilding or major reconditioning of worn or damaged motor vehicles or trailers; collision service, including body, frame or fender straightening or repair and painting of vehicles. Incidental repairs, replacement of parts, and motor service to automobiles.

MOTOR VEHICLE: A passenger vehicle, truck, truck trailer, trailer or semitrailer propelled or drawn by mechanical power.

Proposed Zoning Ordinance Definition Clarifications and Additions (10-2-3):

AUTOMOBILE REPAIR: Engine rebuilding or major reconditioning of worn or damaged motor vehicles or trailers; collision service, including body, frame or fender straightening or repair and painting of vehicles. Incidental repairs, replacement of parts, and motor service to automobiles. Automobile Repair excludes Semi-trucks. For Semi-Truck Repair, please see 'SEMI- TRUCK REPAIR'.

SEMI- TRUCK: A tractor unit which is used to tow one or more semi-trailers. A semi-truck typically has two or three axles and is built for hauling large amounts of products, goods, and heavy machinery.

SEMI-TRUCK REPAIR: Engine rebuilding or major reconditioning of worn or damaged semi-trucks; collision service, including body, frame or fender straightening or repair and painting of tractor. Incidental repairs, replacement of parts, and motor service to semi-trucks.

*Additionally, Semi-truck Repair will become permitted uses in the M-1 and M-2 districts (Table 10.06.03)

Originally staff had removed the word 'trailers" from the definition of AUTOMOBILE REPAIR. However, during the Economic Development Committee (EDC) meeting, it was brought to staff's attention that by excluding trailers, smaller passenger towed cargo vehicles such as utility trailers, boat trailers and horse trailers would not be allowed to be repaired in the Business Districts where auto repair is permitted. Therefore, we have kept the word "trailers" within that definition.

Commercial School/Trade School

The current definition of a Commercial School could be interpreted to include traditional schools as well. If traditional schools were allowed to develop in commercial districts, the City would be losing out on potential tax revenue from commercial real estate – as traditional schools are tax exempt. To solve this, we propose clarifying the existing definitions of Commercial Schools and traditional Schools.

Current Zoning Ordinance Definitions:

COMMERCIAL SCHOOL, TRADE SCHOOL: A school established to provide for the teaching of academic, industrial, clerical, managerial, artistic skills or alternative education. This definition applies to schools that are owned and operated privately for profit or not for profit and that may offer a complete education curriculum.

SCHOOL: Elementary, high school or college, public or private, or nonprofit junior college, college or university, other than trade and business schools, including instructional and recreational uses, with or without living quarters, dining rooms, restaurants, heating plants and other incidental facilities for students, teachers and employees.

Proposed Zoning Ordinance Definition Clarifications (10-2-3):

COMMERCIAL SCHOOL, TRADE SCHOOL: A school established to provide for the teaching of ~~academic~~, industrial, clerical, managerial, artistic skills or alternative education. This definition applies to schools that are owned and operated privately for profit or not for profit ~~and that may offer a complete education curriculum~~. Such schools may not contain an auditorium, gymnasium, or any other sort of recreational facilities.

SCHOOL: Elementary, high school or college, public or private, or nonprofit junior college, college or university, other than trade, commercial and business schools, including instructional and recreational uses, with or without living quarters, dining rooms, restaurants, heating plants and other incidental facilities for students, teachers and employees. These schools typically contain an auditorium, gymnasium, cafeteria, or other recreational facilities.

Non-Conforming Land Use

Currently, agricultural uses of land may be subject to elimination upon expiration of an annexation agreement. There are several properties within the City which have been annexed into the City with an approved plan but have not been developed. These existing agricultural lands have become legal nonconforming uses. To fix this issue, we propose adding the following to Section 10-15-5 of the Zoning Ordinance:

Proposed Zoning Ordinance Addition (10-15-5):

"F. In any district, unless otherwise limited or restricted by an annexation agreement, agricultural uses that exist upon annexation of the property and become legal nonconforming

shall continue to be legal nonconforming uses and shall not be subject to elimination by abandonment or amortization"

Staff Recommendations

Staff is requesting recommendation for approval by the Planning and Zoning Commission on these proposed text amendments to the Zoning Ordinance. It is staff's opinion that the proposed nuanced modifications will more clearly explain the intent of these regulations in the Zoning Ordinance.

Proposed Motion for Amendments

In consideration of testimony presented during a Public Hearing on January 18, 2017, the Planning and Zoning Commission recommends approval to the City Council of a request to amend the United City of Yorkville Zoning Ordinance as presented by staff in a memorandum dated January 11, 2017 and further subject to {insert any additional conditions of the Planning and Zoning Commission}…

Attachments

1. Current Section of Zoning Ordinance regarding Definitions and Non-Conforming Land Uses
2. Public Hearing Notice

AMPHITHEATER: A commercial structure with tiers of spectator seating rising around a field or court, intended primarily for use of viewing musical, theatrical, sporting or other similar entertainment events and specifically designed as a place of assembly.

AMUSEMENT PARK: A commercially operated facility which may include structures and buildings, with a predominance of outdoor games and activities for entertainment, including motorized rides, water slides, miniature golf, batting cages and similar activities.

ANIMAL HOSPITAL: Any building, or portion thereof, designed or used for the care, observation or treatment of domestic animals.

ANTIQUE SALES: A building or areas within a building to provide space for the sale of antiques by antique dealers, for items such as clocks, lamps, clothing, rugs, toys, furniture, and similar household goods.

AUCTION HOUSE: A structure, area, or areas within a building used for the public sale of goods, wares, merchandise, or equipment to the highest bidder.

AUTOMOBILE RENTAL: Leasing or renting of automobiles, motorcycles and light trucks and vans, including incidental parking and servicing of vehicles for rent or lease. This definition excludes commercial truck and trailer rental.

AUTOMOBILE REPAIR: Engine rebuilding or major reconditioning of worn or damaged motor vehicles or trailers; collision service, including body, frame or fender straightening or repair and painting of vehicles. Incidental repairs, replacement of parts, and motor service to automobiles.

BAKERY, RETAIL: An establishment primarily engaged in the retail sale of baked products. The products may be prepared either on or off site.

BAKERY, WHOLESALE: A bakery in which there is permitted the production and/or wholesaling of baked goods, excluding retail bakery.

BANK: A building for the custody, loan, or exchange of money, for the extension of credit and for facilitating the transmission of funds. This definition includes credit unions, savings and loan facilities, payday loans, personal loan agencies.

BASEMENT: That portion of a building that is partly or completely below grade.

BED AND BREAKFAST INN (B&B): A private, owner/operator occupied residence with guestrooms, providing overnight accommodations and a morning meal for compensation to transients/travelers. A bed and breakfast inn is operated primarily as a business.

BILLIARD PARLOR: A business establishment for a principal use as a billiard facility.

BLOCK: A tract of land bounded by streets or, in lieu of a street or streets, by public parks, cemeteries, railroad rights of way, bulkhead lines or shorelines of waterways or corporate boundary lines of municipalities.

BOAT SALES AND RENTAL: A marine retail sales and service use in which boats are rented or sold.

BOAT STORAGE: A facility where boats are stored including indoor and outdoor. Outdoor facilities shall be enclosed by an opaque fence or wall a minimum six feet (6') in height.

BUILDING, TEMPORARY: Any building not designed to be permanently located in the place where it is, or where it is intended to be placed or affixed.

BULK: The term used to describe the size and mutual relationships of buildings and other structures, as to size, height, coverage, shape, location of exterior walls in relation to lot lines, to the centerlines of the streets, to other walls of the same buildings, and to other buildings or structures, and to all open spaces relating to the building or structure.

BUSINESS: Any occupation, employment or enterprise wherein merchandise is exhibited or sold, or which occupies time, attention, labor and materials, or where services are offered for compensation.

CAMPGROUND: Any area that is occupied or intended or designed or improved for occupancy by transients using recreational vehicles, travel trailers, and/or tents.

CAR WASH: A building or portion thereof containing facilities for washing more than two (2) motor vehicles, using production line methods. The use of personnel for one or more phases of this operation in conjunction with or without complete automatic or mechanical devices does not alter its classification. Coin operated devices operated on a self-service basis shall be construed to be the same.

CARPORT: An automobile shelter with two (2) or more sides open.

CEMETERY: Land used or dedicated to the interment of human or animal remains or cremated remains, including crematoriums, mausoleums, necessary sales, and maintenance facilities. Mortuaries shall be included when operating within the boundary of such cemetery.

CITY: The United City Of Yorkville or the city of Yorkville.

CITY COUNCIL: The city council of the city of Yorkville.

CLUB OR LODGE, PRIVATE: A for profit or nonprofit association of persons who are bona fide members paying annual dues which owns, hires or leases a building, or portion thereof, the use of such premises being restricted to members and their guests. It shall be permissible to serve food and meals on such premises provided that adequate dining room space and kitchen facilities are available. The sale of alcoholic beverages to members and their guests shall be allowed in conjunction with the operation of a dining room for the purpose of serving food and meals, though such beverages may be served in a separate room or rooms, and provided that such sale of alcoholic beverages is in compliance with the applicable local, federal and state laws, and county ordinances[1].

COLLEGE: A private or public college or technical institution which provides full time or part time education beyond high school that grants associate, baccalaureate, or higher degrees.

COMMERCIAL FEEDING: A land use or facility used for the confined feeding operation for fish, poultry, swine or livestock.

COMMERCIAL SCHOOL, TRADE SCHOOL: A school established to provide for the teaching of academic, industrial, clerical, managerial, artistic skills or alternative education. This definition applies to schools that are owned and operated privately for profit or not for profit and that may offer a complete education curriculum.

COMMUNITY CENTER: A building or structure used as a place of meeting, recreation or social activity, generally open to the public and designed to accommodate and serve significant segments

Chapter 15
NONCONFORMING BUILDINGS, STRUCTURES AND USES

10-15-1: CONTINUANCE OF USES AND STRUCTURES:
10-15-2: NONCONFORMING USES:
10-15-3: NONCONFORMING STRUCTURES:
10-15-4: ELIMINATION OF NONCONFORMING BUILDINGS, STRUCTURES AND USES:
10-15-5: EXEMPTED BUILDINGS, STRUCTURES AND USES:

10-15-1: CONTINUANCE OF USES AND STRUCTURES:

A. Any lawfully established use of a building or land on March 28, 1974, including any use which is rendered nonconforming by a subsequent amendment to this title, that does not conform to the use regulations for the district in which it is located shall be deemed to be a legal nonconforming use and may be continued subject to the provisions of this chapter.

B. Any lawfully established building or structure on March 28, 1974, including any building or structure which is rendered nonconforming by a subsequent amendment to this title, that does not conform to the regulations for the district in which it is located shall be deemed to be a legal nonconforming building or structure and may be continued in use subject to the provisions of this chapter. (Ord. 2014-73, 11-25-2014)

10-15-2: NONCONFORMING USES:

A. Relocation: A nonconforming use shall not be relocated in whole or in part to any other location on the same property or to any other property unless the nonconforming use complies with all of the regulations of the zoning district into which it relocates.

B. Change In Use: A nonconforming use of land shall not be changed to any other use except to a land use, specifically enumerated in the list of permitted uses for the zoning district in which the land is located. Whenever any part of a building, structure or land occupied by a nonconforming use is changed to or replaced by a conforming use, such premises shall not thereafter be used or occupied by a nonconforming use.

C. Expansion: A nonconforming use shall not be extended, expanded, enlarged or increased in any manner including, but not limited to, the following:

1. A nonconforming use that does not involve a structure or which is accessory to the nonconforming use of a structure shall not be expanded or extended to any land area not occupied by such nonconforming use.

2. A nonconforming use shall not be expanded within a structure to any portion of the floor area that was not occupied by such nonconforming use. A use permitted in the district in which it is located may expand in a nonconforming structure.

D. Abandonment: A nonconforming use of any land or structure, including any accessory uses, shall not be reestablished subsequent to abandonment as follows:

1. Whenever a nonconforming use of a building or structure, or part thereof, has been discontinued for a period of twelve (12) consecutive months, or whenever there is evident a clear intent on the part of the owner to abandon a nonconforming use, such use shall not, after being discontinued or abandoned, be reestablished, and the use of the premises thereafter shall be in conformity with the regulations of the district.

2. Where there is a change in use, regardless of whether or not such change was made in compliance with all applicable codes and ordinances, the nonconforming use of any land or structure shall not be reestablished. Any subsequent use of such land or structure shall comply with the regulations of the zoning district in which it is located and with the provisions of the other titles of this code.

3. Where no building or structure is involved, discontinuance of a nonconforming use for a period of six (6) months shall constitute abandonment, and shall not thereafter be used in a nonconforming manner. (Ord. 2014-73, 11-25-2014)

10-15-3: NONCONFORMING STRUCTURES:

A. Relocation: A nonconforming structure shall not be relocated in whole or in part to any other location on the same property or to any other property unless the nonconforming structure complies with all of the provisions of this code.

B. Maintenance, Repair, Alteration And Enlargement:

1. A nonconforming structure which is designed or intended for a use that is not permitted in the zoning district in which it is located may be maintained or repaired, not including structural alterations, subject to compliance with all of the regulations of the zoning district in which it is located and with the provisions of the other titles of this code, but such nonconforming structure shall not be altered or enlarged, unless such alteration or enlargement and the use thereof, conform to all of the regulations of the zoning district in which it is located, and does not extend or intensify the nonconforming use.

2. No structural alteration shall be made in a building or other structure containing a nonconforming use, except in the following situations:

a. When the alteration is required by law, or

b. When the alteration will actually result in elimination of the nonconforming use, or

c. When a building is in a residential district containing residential nonconforming uses, it may be altered in any way to improve livability, provided no structural alterations shall be made which would increase the number of dwelling units or the bulk of the building.

3. A nonconforming structure which is nonconforming only with respect to the bulk regulations for the zoning district in which it is located may be maintained, repaired, altered, or enlarged, provided that the maintenance, repair, alteration, or enlargement does not establish any additional nonconformity and complies with all of the regulations of the zoning district in which it is located and the provisions of the other titles of this code.

C. Damage And Destruction:

1. If a building or other structure containing a nonconforming use is damaged or destroyed by any means to the extent of fifty percent (50%) or more of its fair market value prior to such damage, the building or other structure can be rebuilt or used thereafter only for conforming principal and accessory uses and in compliance with the provisions of the district in which it is located.

2. In the event the damage or destruction is less than fifty percent (50%) of its market value, the building or structure may then be restored to its original condition and the occupancy or use of such building or structure may be continued which existed at the time of such partial destruction.

3. In either event, restoration or repair of the building or other structure must be started within a period of six (6) months from the date of damage or destruction and completed within twenty four (24) months.

4. The methodology for determining the extent of damage with regard to fair market value shall be as recommended by the community development director and approved by the city administrator. (Ord. 2014-73, 11-25-2014)

10-15-4: ELIMINATION OF NONCONFORMING BUILDINGS, STRUCTURES AND USES:

The period of time during which the following nonconforming uses, buildings, or structures may continue or remain nonconforming shall be limited from March 28, 1974, or when any use, building or structure is rendered nonconforming by a subsequent amendment to this title. Every such nonconforming use, building or structure shall be completely eliminated or removed from the premises at the expiration of the period of time specified below:

A. Any nonconforming use of a building or structure having an assessed valuation not in excess of five hundred dollars ($500.00) shall be removed after two (2) years.

B. All nonconforming advertising devices, such as pennants, flags, movable signs or portable outdoor displays in any business district shall be removed after two (2) years.

C. Any nonconforming signs and any and all billboards and outdoor advertising structures shall be removed after five (5) years.

D. Any nonconforming use of land where no enclosed building is involved, or where the only buildings employed are accessory or incidental to such use, or where such use is maintained in connection with a conforming building, shall be removed after a period of two (2) years.

E. In all residence districts uses permitted only in the B-2 and B-3 districts or the manufacturing districts, and which use is located in a building, all or substantially all of which is designed or intended for a residential accessory purpose, shall be entirely discontinued and shall thereafter cease operation in accordance with the following amortization schedule:

TABLE 10.15.01
AMORTIZATION PERIODS

Description Of Use	Amortization Period
Uses permitted in the B-2 and B-3 districts	15 years
Uses permitted only in the manufacturing districts	15 years

F. Requests for extensions to the elimination period may be sought before the city council. In no case shall an extension be granted for a period longer than two (2) years. (Ord. 2014-73, 11-25-2014)

10-15-5: EXEMPTED BUILDINGS, STRUCTURES AND USES:

Wherever a lawfully existing building or other structure otherwise conforms to the use regulations of the district in which it is located, but is nonconforming only in the particular manner thereinafter specified, the building and use thereof shall be exempt from the requirements of section 10-15-4 and subsection 10-15-3B of this chapter as follows:

A. In any residence district where a dwelling is nonconforming only as to the number of dwelling units it contains, provided no such building shall be altered in any way so as to increase the number of dwelling units therein.

B. Legally nonconforming duplex units zoned R-2, single-family traditional residence district are exempt from subsection 10-15-3C of this chapter; however if the total structure containing both units of the duplex building is damaged or destroyed by any means to the extent of seventy five

percent (75%) or more of its fair market value prior to such damage, the building shall be rebuilt or used only for conforming principal and accessory uses in compliance with the R-2, single-family traditional residence district.

C. In any residence district where a use permitted in the B-1 district occupies ground floor space within a multiple-family dwelling located on a corner lot.

D. In any business or manufacturing district where the use is less distant from a residence district than that specified in the regulations for the district in which it is located.

E. In any district where an established building, structure or use is nonconforming with respect to the standards prescribed herein for any of the following:

1. Floor area ratio;

2. Lot area per dwelling unit;

3. Yards - front, side, rear or transitional;

4. Off street parking and loading;

5. Lot area;

6. Building height;

7. Gross floor area. (Ord. 2014-73, 11-25-2014)

PUBLIC NOTICE OF A HEARING BEFORE
THE UNITED CITY OF YORKVILLE
PLANNING AND ZONING COMMISION

NOTICE IS HEREWITH GIVEN THAT the United City of Yorkville, Kendall County, Illinois, petitioner, is proposing a text amendment to several Chapters of the United City of Yorkville Zoning Ordinance including Chapter 2: Definitions; Chapter 6: Permitted and Special Uses; Chapter 13: Manufacturing Districts; and Chapter 15: Nonconforming Buildings, Structures, and Uses. The amendments to Chapter 2 define a semi-truck, semi-truck repair, and clarify the commercial school/trade school definition. The Chapter 6 amendment will provide that semi-truck repair is only allowed as a permitted use in the M-1 Manufacturing District and M-2 Manufacturing District. The Chapter 13 amendment will revise the performance standards section to reference the building regulations as the new noise ordinance standards. The Chapter 15 amendment will provide clarification for nonconforming land uses within the City.

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a public hearing at a special meeting on said amendments on Wednesday, January 18, 2017 at 7 p.m. at the Yorkville City Hall, located at 800 Game Farm Road, Yorkville, Illinois 60560.

The public hearing may be continued from time to time to dates certain without further notice being published.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

BETH WARREN
City Clerk

BY: Lisa Pickering
Deputy Clerk