



## United City of Yorkville

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA  
**CITY COUNCIL MEETING**  
**Tuesday, February 14, 2017**  
**7:00 p.m.**

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

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### Call to Order:

### Pledge of Allegiance:

### Roll Call by Clerk: WARD I

Carlo Colosimo  
Ken Koch

### WARD II

Jackie Milschewski

### WARD III

Chris Funkhouser  
Joel Frieders

### WARD IV

Diane Teeling  
Seaver Tarulis

### Establishment of Quorum:

### Amendments to Agenda:

### Presentations:

### Public Hearings:

1. Dover Development, LLC has filed an application requesting authorization of an amendment to the existing Cannonball Trails Planned Unit Development and Annexation Agreement for the purpose of constructing a new two-story assisted living with memory care facility. The petitioner seeks to amend the previously approved exhibits in the Planned Unit Development to incorporate a revised conceptual site plan and to allow for all uses that are currently permitted in the B-1 Local Business District, B-2 Retail Commerce Business District and O Office District, specifically and without limitation to assisted living and memory care, adult daycare facilities and medical office uses. Additional requested amendments to the Planned Unit Development and Annexation Agreement relate to expiration of recapture payments, requirements for certain public infrastructure improvements and site signage. The real property consists of approximately 6.7 acres, and is generally located at the northeast corner of US HWY 34 (Veterans Parkway) and Cannonball Trail, in Yorkville, Illinois.

### Citizen Comments on Agenda Items:

### Consent Agenda:

1. ADM 2017-07 Resolution Approving an Amendment to the Employee Manual (Cell Phone Policy) – *authorize the Mayor and City Clerk to execute*
2. ADM 2017-08 Ordinance Amending the Yorkville City Code as it Relates to the Appointment of Municipal Officers – *authorize the Mayor and City Clerk to execute*
3. ADM 2017-11 Resolution Authorizing a Contract with Alpha Building Maintenance Service, Inc. for the Interior City Hall Painting Project – *authorize the Mayor and City Clerk to execute*
4. ADM 2017-12 Resolution Authorizing a Contract with Tiles in Style LLC, of Willowbrook, Illinois for the City Hall Flooring Project – *authorize the Mayor and City Clerk to execute*

**Minutes for Approval:**

1. Minutes of the Regular City Council – January 10, 2017

**Bills for Payment (Informational):** \$1,214,232.08

**Mayor's Report:**

**Public Works Committee Report:**

**Economic Development Committee Report:**

**Public Safety Committee Report:**

**Administration Committee Report:**

**Park Board:**

1. CC 2017-03 Ordinance Authorizing the Fourth Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2016 and Ending on April 30, 2017 (Parks Lawn Mower Purchase)

**Planning and Zoning Commission:**

**City Council Report:**

**City Clerk's Report:**

**Community and Liaison Report:**

**Staff Report:**

**Presentations (cont'd):**

1. PW 2016-21 Leopardo Energy

**Additional Business:**

**Executive Session:**

**Citizen Comments:**

**Adjournment:**

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COMMITTEES, MEMBERS AND RESPONSIBILITIES

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

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

COMMITTEES, MEMBERS AND RESPONSIBILITIES (cont'd):

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

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

**PUBLIC SAFETY: April 6, 2017 – 6:30 p.m. – City Hall Conference Room**

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
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**

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
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, February 14, 2017**  
7:00 PM  
CITY COUNCIL CHAMBERS

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**AMENDMENTS TO AGENDA:**

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**PUBLIC HEARING:** Dover Development, LLC – Amendment to Cannonball Trails PUD and Annex. Agree.

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**CITIZEN COMMENTS ON AGENDA ITEMS:**

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**CONSENT AGENDA:**

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1. ADM 2017-07 Resolution Approving an Amendment to the Employee Manual (Cell Phone Policy)

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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

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2. ADM 2017-08 Ordinance Amending the City Code as it Relates to the Appointment of Municipal Officers

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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\_\_\_\_\_

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3. ADM 2017-11 Resolution Authorizing a Contract with Alpha Building Maintenance Service, Inc. for the Interior City Hall Painting Project

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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

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4. ADM 2017-12 Resolution Authorizing a Contract with Tiles in Style LLC for the City Hall Flooring Project

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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**MINUTES FOR APPROVAL:**

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1. Minutes of the City Council – January 10, 2017

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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**BILLS FOR PAYMENT:**

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1. Bills for Payment (Informational)

☐ Notes \_\_\_\_\_

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**PARK BOARD:**

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1. CC 2016-03 Ordinance Authorizing the Fourth Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2016 and Ending on April 30, 2017 (Parks Lawn Mower Purchase)

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

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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**PRESENTATION:** Leopardo Energy

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**ADDITIONAL BUSINESS:**

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**CITIZEN COMMENTS:**

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

Agenda Item Number

Public Hearing

Tracking Number

### Agenda Item Summary Memo

**Title:** Cedarhurst Living, LLC – Proposed New Assisted Living and Memory Care Facility

**Meeting and Date:** City Council/February 14, 2017

**Synopsis:** **PUBLIC HEARING:** Requested Annexation Agreement Amendment to the  
existing Cannonball Trails ordinances.

#### Council Action Previously Taken:

Date of Action: 7/22/2008 Action Taken: Approval of Ord. 2008-66

Item Number:

**Type of Vote Required:** Majority

**Council Action Requested:** Vote

**Submitted by:** Krysti Barksdale – Noble, AICP Community Development  
Name Department

#### Agenda Item Notes:

See attached memo.



# Memorandum

To: City Council  
From: Krysti J. Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Jason Engberg, Senior Planner  
Date: February 8, 2017  
Subject: **PZC 2017-01 – Cedarhurst Living, LLC (Annex. Agr. Amendment)**  
**Former Cannonball Trails – NE Corner of US 34 & Cannonball Trail**

## **Background & Request:**

The petitioner, Dover Development, LLC, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting authorization of an amendment to the existing Cannonball Trails Planned Unit Development (PUD) and Annexation Agreement Amendment for the purpose of constructing a new two-story assisted living with memory care facility at the northeast corner of US 34 (Veterans Parkway) and Cannonball Trails.

The original annexation agreement for the approximately 6.7-acre property was approved in August 2000 and was subsequently amended in July 2008 via Ord. 2008-66. In the 2008 amendment, the prior owner of the property was granted approval for a multi-lot commercial/retail development known as Cannonball Trails and rezoned "PUD". Although a Final Plat was approved by the City Council in August 2009, it was never recorded with the county and the property has remained undeveloped since.



The current proposal seeks to amend the previously approved exhibits of the existing Cannonball Trails Planned Unit Development (PUD) to incorporate a revised preliminary site plan and to allow for all uses currently permitted in the B-1 Local Business District, B-2 Retail Commerce Business District and O Office District, such as assisted living and memory care operations, adult daycare facilities and medical

office business to be authorized. Additionally, with regards to the original annexation agreement, Dover Development, LLC is also seeking approval to amend the provisions related to the expiration of the recapture payments, requirements for certain public infrastructure improvements and site signage.

Per the City's Zoning Ordinance, the Planning and Zoning Commission (PZC) is authorized to review and make recommendations regarding the proposed amended PUD plan, while the City Council has the duty of considering the proposed Annexation Agreement amendment. A public hearing before the PZC for the amended PUD plan was held on February 8, 2017.

### **Proposed Amended Plan**

The petitioner, Dover Development, LLC, has prepared an amended preliminary PUD plan for the subject property which illustrates a 73-unit, two-story assisted living and memory care facility situated at the northeast corner of US 34 (Veterans Parkway) and Cannonball Trails. A dry detention basin is proposed along the southern property line adjacent to US 34 (Veterans Parkway) with a future office building planned north of main structure. As proposed, the approximately 65,000 square foot building's main entrance will face westward and have vehicular access to the site off of Cannonball Trail. The access drive will loop underneath the structures porte-cochere and connect to two (2) separate off-street parking lot areas. A future access entrance is also proposed to the north of the site with access to additional future office parking. A thirty-foot (30') landscape buffer is also provided along the north and east property lines.

### **Traffic/Parking**

As mentioned above, off-street parking will be provided on lots to the north and south of the building with additional undefined parking areas illustrated for the future office building. A total of 46 parking stalls are proposed to accommodate the assisted living and memory care facility which exceeds the Zoning Code's minimum parking requirements for "elderly care uses" of 0.5 parking spaces per dwelling unit or 37 spaces.

In the originally approved commercial/retail PUD plan, there was a requirement of the developer to make improvements to the intersection of Cannonball Trails and US 34 (Veterans Parkway) including the construction of a right-turn lane on the east side of Cannonball Trail along the frontage of the property. This public improvement to the roadway was required due to the projected increase in traffic generated to/from the previously approved commercial land use. However, upon reviewing the petitioner's revised site plan and proposed assisted living and memory care land use, it is the City Engineer's finding that the previously required right-turn lane on Cannonball Trail is no longer necessary. The existing Cannonball Trail roadway configuration and capacity is sufficient to accommodate the minimal increase in traffic generated from the proposed and future uses.

Additionally, the proposed Illinois Department of Transportation's (IDOT) roadway widening of US 34 (Veterans Parkway) will not increase the state right-of-way along the frontage of this property.

### **Stormwater Management/Wetlands**

The proposed dry detention basin area is ideally located in the southern area of the site along US 34 (Veterans Parkway), as the property's natural drainage pattern flows towards the southeast corner where a storm sewer currently exists. The detention basin will be designed to adequately capture the increase in volume of stormwater run off as a result of the proposed uses on the property. A stormwater permit will need to be approved by the City engineer and a dormant/back up Special Service Area (SSA) established, per City ordinance, to ensure continued future maintenance should the property owner or its successor fail to do so. Finally, all available wetland inventory maps and regulatory floodplain maps were reviewed, and no issues were identified.

### **Public Utilities**

The property is immediately accessible to public sewer and water via an existing 16” water main located on the western frontage of Cannonball Trail. An existing 15” sanitary sewer line is also located along the Cannonball Trail and runs length of the southern boundary of the subject property. Per the original conditions of the annexation agreement, the development will be required to annex and connect to the Yorkville Bristol Sanitary District (YBSD) service for which adequate capacity exists.

### **Existing Conditions:**

The existing zoning and land use for properties surrounding the subject property are as indicated below:

	<b>Zoning</b>	<b>Land Use</b>
North	R-3 (Kendall County)	Single Family Residential
South	US 34 (Veterans Parkway) and B-2 Retail Commerce Business	US Highway/ Major Arterial Roadway Cimarron Ridge Commercial Dev.
East	R-3 (Kendall County)	Undeveloped Land
West	Cannonball Trail Planned Unit Development	Minor Arterial Roadway Kendall Marketplace Retail Dev.

### **Comprehensive Plan:**

The 2016 Comprehensive Plan Update designates this property as “Suburban Neighborhood” which is defined typically by single-family detached residential homes in typical conventional subdivision layouts. However, the 2016 Comprehensive Plan states that Yorkville has a significant senior and active adult housing need and such service-oriented housing types like assisted living care must be bolstered in the residential market to address this underserved population. Therefore, staff supports the proposed amended PUD and its consistency with the proposed underlining zoning of B-2 (per the Zoning Ordinance, nursing home/rest home is an identified permitted land use).

### **Proposed Annexation Agreement Amendments:**

The following is an enumeration and staff’s recommendations of the proposed amendments to the existing Cannonball Trails annexation agreement:

1. Petitioner is seeking as part of the amended PUD authorization to permit all O-Office District, B-1 Local Business District and B-2 Retail Commerce Business District for the subject property, specifically acknowledging assisted living and memory care, adult day care facilities and medical offices.
  - a. Per the Zoning Ordinance, adult daycare facilities, medical clinics professional offices and nursing home/rest homes are all permitted uses within the B-2 zoning district. Additionally, any proposed ancillary uses, such as professional offices and associated amenities customary with assisted living buildings (beauty/barber shop) are also consistent with the B-2 zoning classification. Therefore, staff is supportive of the request for underlining zoning designation and specified land uses.
2. Petitioner requests acknowledgement of the expiration of the recapture payment and delete all references to said recapture payments.
  - a. In June 1995, the City approved via Resolution 1995-13 established a recapture for sewer and water extension along Cannonball Trail. As part of the resolution, any commercial, business, manufacturing or office zoning developed along a designated area of

Cannonball Trail, which included the subject property, would be required to pay \$1,500.00 per acre which would increase 6% per annum. The duration of the recapture was for a period of 15 years from the date of the resolution, thereby expiring in June 2010. Per the resolution, no funds would be received by the City for this recapture after the expiration date unless by further City Council action. No further action extending the recapture has taken place by the City Council since 2010. Therefore, staff is supportive of the request for deletion of the reference to recapture related to Resolution 1995-13 which is currently expired.

3. Petitioner requests acknowledgement that the previously required public infrastructure or oversizing of any public improvements/infrastructure, particularly Cannonball Trail roadway improvements, are no longer applicable.
  - a. Due to the less intense land use proposed than the previous multi-lot commercial development under the 2008 Planned Unit Development approved Concept Plan, staff and the City Engineer are supportive of the request for relief from the required public infrastructure improvements as requested, specifically the Cannonball Trail roadway improvements.
4. Petitioner requests that all structures built on the subject property during the term of the amended annexation agreement are permitted to be constructed under the existing building code standards effective on the date of approval (2008 National Electrical Code and the 2012 International Codes).
  - a. It is the petitioner's desire to begin construction of the primary building consisting of the assisted living and memory care facility, in spring 2017. Additionally, Planned Unit Developments (PUDs) are a type of special use approval. Per Section 10-8-13-A-2, if construction does not commence and proceed within three (3) years from the date of approval of the final plat of a PUD, the PUD approval is subject to revocation. The City has not officially made any revisions or changes to the current building code standards since the last adoption in 2011. Therefore, staff is supportive of the request to build all structures, current and future, under the existing 2012 ICC codes.

### **Staff Comments/Recommendation**

The Annexation Agreement Amendment request for a new assisted living and memory care facility is supported by staff. The requested underlining zoning of B-2 is not only consistent with the proposed use and ancillary uses (adult day care facility, medical office, etc.), it is also consistent with the current comprehensive plan as it provides an identified community need. Additionally, the requests for relief from the previously required, now expired, recapture and public infrastructure improvements to Cannonball Trail are no longer applicable to the property or the proposed new land use.

**The Petitioner will provide concept building elevations/architectural renderings of the assisted living facility and signage samples. These renderings or drawings are intended for the City Council's reference but will not be added as exhibits to the amended annexation agreement.** A draft of the proposed second amended annexation agreement has been attached as well for your review and consideration.

A recommendation from the PZC regarding the PUD amendment will be forwarded to the City Council for consideration at the February 28, 2017 regularly scheduled meeting contemporaneously with the Annexation Agreement amendment request.

Staff and the Petitioner will be available to answer any questions the City Council may have at Tuesday night's meeting.

**Attachments:**

1. Copy of Petitioner's Application w/exhibits.
2. Draft Second Amendment of the Cedarhurst Annexation Agreement
3. Copy of Public Notice.



## **United City of Yorkville**

800 Game Farm Road  
Yorkville, Illinois 60560  
Telephone: 630-553-4350  
Fax: 630-553-3436

# **APPLICATION TO AMEND ANNEXATION OR PLANNED UNIT DEVELOPMENT AGREEMENT**

### **Purpose of Application**

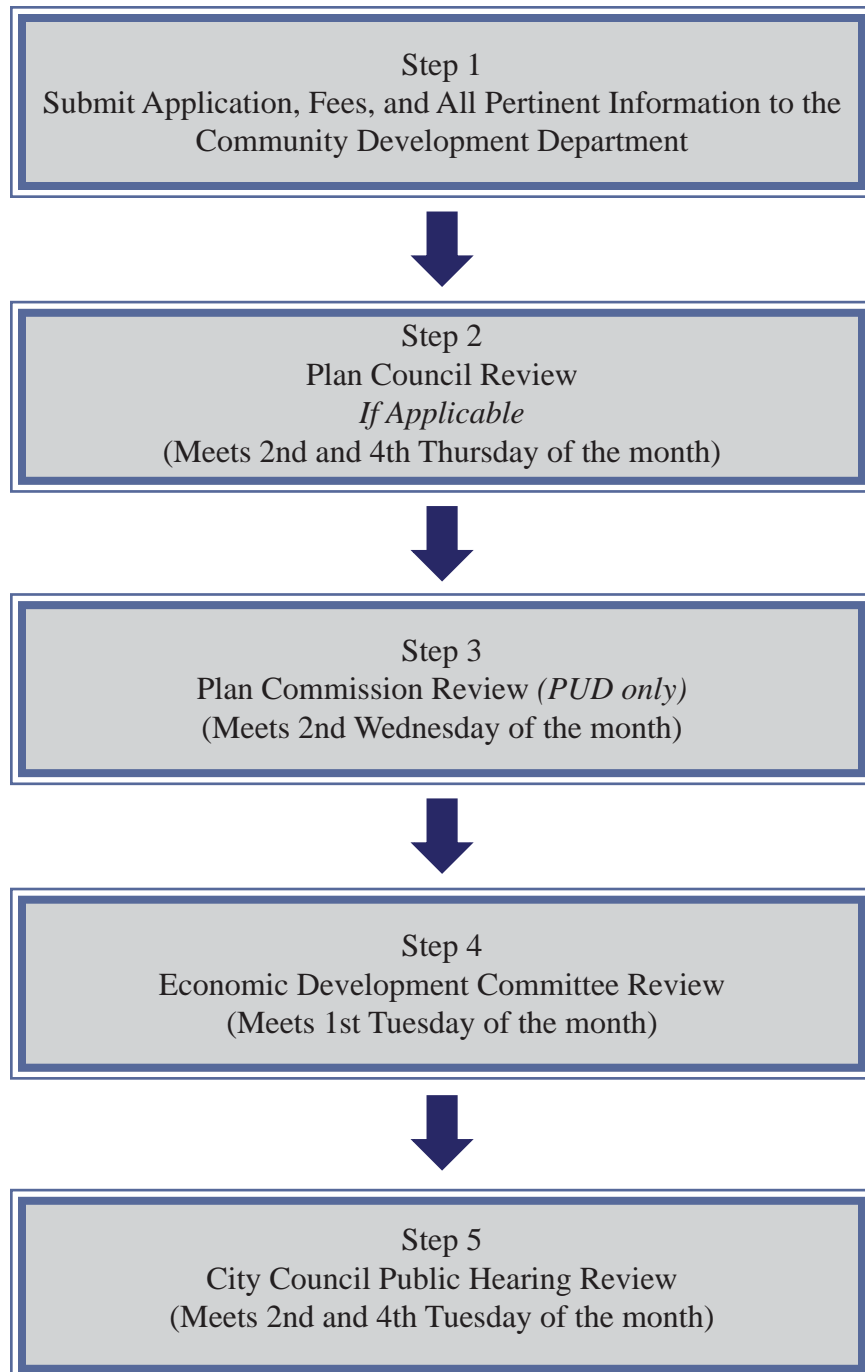
Annexation Agreements specify the desired zoning and other requested approvals (i.e., bulk regulations, variances, building codes, development impacts and contributions, etc.) that will affect the property and successor owners. Planned Unit Development (PUD) Agreements are unique and a complex form of zoning which differs from the conventional approval process allowing for flexibility in the design and land use of larger scale developments. Such approvals require agreements that are contractual in nature, therefore an amendment must be sought when a change, minor or substantial, in the original terms of the annexation or Planned Unit Development (PUD) Agreement occurs.

This packet explains the process to successfully submit and complete an Application to Amend an Annexation or Planned Unit Development Agreement. It includes a detailed description of the process and the actual application itself (Pages 6 to 9). Please type the required information in the application on your computer. The application will need to be printed and signed by the applicant. The only item that needs to be submitted to the City from this packet is the application. The rest of the packet is to help guide you through the process unto completion.

For a complete explanation of what is legally required throughout the Amendment process, please refer to "Title 10, Chapter 4, Section 10 Amendments" of the Yorkville, Illinois City Code.

# Application Procedure

## Procedure Flow Chart



# Application Procedure

## Step 1

### **Application Submittal**

The following must be submitted to the Community Development Department:

- 2 original signed applications with legal description.
- 5 copies each of the application and exhibits, proposed drawings, location map, and site plan. Large items must be folded to fit in a 10" x 13" envelope.
- Appropriate filing fee. (See attached Fee Sheet on page 5)
- 1 CD containing an electronic copy (pdf) of each of the signed application (complete with exhibit), proposed drawings, location map, and site plan. A Microsoft Word document with the legal description is required on the CD.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. These materials must be submitted a minimum of 45 days prior to the targeted Plan Commission meeting. An incomplete submittal could delay the scheduling of the project.

Applicant will be responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The applicant will be required to establish a deposit account with the city to cover these fees. The Petitioner Deposit Account/Acknowledgement of Financial Responsibility form is attached to this document and must be submitted with the application.

## Step 2

### **Plan Council** (*If Applicable*)

Applicant may present the proposed amended plan to the Plan Council. The Plan Council meets on the 2nd and 4th Thursday of the month. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. Upon recommendation by the Plan Council, applicant will move forward to the Plan Commission hearing.

## Step 3

### **Plan Commission** (*PUD Amendments Only*)

Applicant will attend a public hearing conducted by the Plan Commission. The Plan Commission meets on the 2nd Wednesday of the Month at 7:00pm. Notice will be placed in the Kendall County Record by the United City of Yorkville. The applicant is responsible for sending certified public hearing notices to adjacent property owners within 500 feet of the subject property no less than 15 days and no more than 30 days prior to the public hearing date. Twenty Four (24) hours prior to the public hearing, a certified affidavit must be filed by the applicant with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Certified Mailing Affidavit form is attached to this document and must be submitted prior to the scheduled Plan Commission meeting.

## Application Procedure

### Step 4

#### **Economic Development Committee**

Applicant must present the proposed amendment agreement and/or plan to the Economic Development Committee. Economic Development Committee meets at 7:00 p.m. on the 1st Tuesday of each month in the Yorkville City Hall Conference Room. This session is to discuss and consider recommendations prior to full City Council considerations and provide informal feedback. The Economic Development Committee will submit its recommendation to City Council.

### Step 5

#### **City Council**

Applicant will attend the City Council meeting where the recommendation of the proposed amendment will be considered. The City Council meets on the 2nd and 4th Tuesdays of the month at 7:00pm. City Council will make the final approval of the amendment.

### Dormant Applications

The Community Development Director shall determine if an application meets or fails to meet the requirements stated above. If the Director determines that the application is incomplete it will become dormant under these circumstances:

- The applicant has been notified of such deficiencies and has not responded or provided a time line for completing the application within ninety (90) days from the time of notification.
- The applicant has not responded in writing to a request for information or documentation from the initial plan commission review within six (6) months from the date of that request.
- The applicant has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

If the Community Development Director has sent the required notice and the applicant has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

Withdrawal or termination of an application shall not affect the applicant's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the applicant. (Ord. 2011-34, 7-26-2011)

**United City of Yorkville**

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

Fax: 630-553-7575

**INVOICE & WORKSHEET  
PETITION APPLICATION****CONTACT:**

Jordan Dorsey

jdorsey@cedarhurstliving.com

314-254-8354

**DEVELOPMENT/ PROPERTY:**

NE Corner Hwy 34/Cannonball Trail

Acreage: Appx. 6.7

Date: 1-4-16

**Concept Plan Review:** ☐ Yes ☒ No \$ 0  
Engineering Plan Review Deposit of \$500 due

**Amendment:** ☒ Yes ☐ No \$ 1,000  
\$500.00 Fee due for each: (Annexation) (Plan) (Plat) (PUD)  
X X

**Annexation:** ☐ Yes ☒ No \$ \_\_\_\_\_  
\$250.00, plus \$10/acre for each acre over 5.  
# of acres: \_\_\_\_\_ - 5 = \_\_\_\_\_ x \$10 = \_\_\_\_\_ + \$250

**Rezoning:** ☐ Yes ☒ No \$ \_\_\_\_\_  
\$200.00, plus \$10/acre for each acre over 5.  
# of acres: \_\_\_\_\_ - 5 = \_\_\_\_\_ x \$10 = \_\_\_\_\_ + \$200  
If annexing and rezoning, charge only 1 per acre fee.  
If rezoning to a PUD, charge PUD Development Fee- not Rezoning Fee.

**Special Use:** ☐ Yes ☒ No \$ \_\_\_\_\_  
\$250.00, plus \$10/acre for each acre over 5.  
# of acres: \_\_\_\_\_ - 5 = \_\_\_\_\_ x \$10 = \_\_\_\_\_ + \$250

**Zoning Variance:** \$85.00 ☐ Yes ☒ No \$ \_\_\_\_\_  
Outside Consultants deposit of \$500.00 due

**Preliminary Plan Fee:** \$500.00 ☐ Yes ☒ No \$ \_\_\_\_\_  
X

**P.U.D. Fee:** \$500.00 ☐ Yes ☒ No \$ \_\_\_\_\_  
X

**Final Plat Fee:** \$500.00 ☐ Yes ☒ No \$ \_\_\_\_\_  
X

**Engineering Plan Review Deposit:** ☒ Yes ☐ No \$ 2,500  
☐ Less than 1 acre = \$1,000 due  
☒ Over 1 acre and less than 10 acres = \$2,500 due  
☐ Over 10 acres and less than 40 acres = \$5,000 due  
☐ Over 40 acres and less than 100 acres = \$10,000 due  
☐ Over 100 acres = \$20,000 due

**Outside Consultants Deposit:** ☒ Yes ☐ No \$ 2,500  
Legal, Land Planner, Zoning Coordinator, Environmental Services  
Annexation, Subdivision, Rezoning, and Special Use:  
☐ Less than 2 acres = \$1,000 due  
☒ Over 2 acres and less than 10 acres = \$2,500 due  
☐ Over 10 acres = \$5,000 due

**TOTAL AMOUNT DUE:** \$ 6,000

Word/ O Drive/ Dev. Dep. ARO/ Fee Sheet Wkst

# Application For Amendment

## STAFF USE ONLY

Date of Submission  PC#

Development Name

## Applicant Information

Name of Applicant(s)

Business Address

City  State  ZIP

Business Phone  Business Fax

Business Cell  Business E-mail

## Property Information

Name of Holder of Legal Title

If Legal Title is held by a Land Trust, list the names of all holders of any beneficial interest therein:

Property Street Address

Description of Property's Physical Location

### Zoning and Land Use of Surrounding Parcels

North	R-3 (Kendall County)
East	R-3 (Kendall County)
South	B-2 (Yorkville)
West	PUD (Yorkville) - Kendall Marketplace

Current Zoning Classification

### Kendall County Parcel Number(s) of Property

02-29-100-004	02-29-100-005

List all governmental entities or agencies required to receive notice under Illinois law:

# Application For Amendment

## Property Information

Name of Agreement

Date of Recording

Summarize the items to be amended from the existing agreement:

AMEND EXHIBITS TO INCORPORATE APPLICANT'S CONCEPTUAL SITE PLAN AND TO ALLOW FOR ALL USES THAT ARE CURRENTLY PERMITTED IN THE B-1, B-2, OR O DISTRICTS IN ACCORDANCE WITH THE CITY'S CURRENT ZONING ORDINANCE, SPECIFICALLY ACKNOWLEDGING, WITHOUT LIMITATION, ASSISTED LIVING AND MEMORY CARE, ADULT DAYCARE FACILITIES, AND MEDICAL OFFICES AS PERMITTED USES

APPROVE APPLICANT'S CONCEPTUAL SITE PLAN, SUBJECT TO FINAL ENGINEERING; APPLICANT'S PREFERRED SITE PLAN IS SET FORTH AS EXHIBIT E; IF ENGINEERING AND DETENTION REQUIREMENTS LIMIT THE SITE PLAN SHOWN AS EXHIBIT E, APPLICANT'S SECONDARY SITE PLAN IS SHOWN AS EXHIBIT F

ACKNOWLEDGE EXPIRATION OF RECAPTURE PAYMENT AND DELETE ALL REFERENCES TO REQUIRED RECAPTURE PAYMENTS

ACKNOWLEDGE THAT APPLICANT WILL NOT BE REQUIRED TO CONSTRUCT ANY PUBLIC INFRASTRUCTURE OR OVERSIZE ANY PUBLIC IMPROVEMENTS OR INFRASTRUCTURE RELATED TO THE PROPERTY

ACKNOWLEDGE THAT APPLICANT SHALL NOT BE REQUIRED TO COMPLY WITH ANY SETBACKS OR LANDSCAPE REQUIREMENTS THAT ARE NOT CITY CODE REQUIREMENTS

PERMIT APPLICANT TO INSTALL UP TO THREE (3) MONUMENT SIGNS ON THE PROPERTY SIZED UP TO 15' WIDE AND UP TO 10' TALL IN LOCATIONS GENERALLY SHOWN ON THE ATTACHED SITE PLANS; ALSO TO ALLOW APPLICANT'S TEMPORARY DEVELOPMENT SIGN SIZED AS 6' X 8'

\*\*PUD AMENDMENT SHALL BE SUBJECT TO APPLICANT'S OR APPLICANT'S AFFILIATE'S CLOSING ON THE PROPERTY

## Additional Contact Information

### Attorney

Name

Address

City  State  ZIP

Phone

Fax

E-mail

### Engineer

Name

Address

City  State  ZIP

Phone

Fax

E-mail

### Land Planner/Surveyor

Name

Address

City  State  ZIP

Phone

Fax

E-mail

## Application For Amendment

### Attachments

Applicant must attach a legal description of the property to this application and title it as "Exhibit A".

Applicant must list the names and addresses of any adjoining or contiguous landowners within 500 feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".

Applicant must attach a true and correct copy of the existing agreement and title it as "Exhibit C".

Applicant must attach amendments from the existing agreement and title it as "Exhibit D".

### Agreement

I verify that all the information in this application is true to the best of my knowledge. I understand and accept all requirements and fees as outlined as well as any incurred administrative and planning consultant fees which must be current before this project can proceed to the next scheduled committee meeting.

I understand all of the information presented in this document and understand that if an application becomes dormant it is through my own fault and I must therefore follow the requirements outlined above.

Applicant Signature

Date

  
JORDAN DORSEY, FOR DOVER DEVELOPMENT, LLC

1-3-17

Owner hereby authorizes the applicant to pursue the appropriate entitlements on the property.

Owner Signature

Date

  
FOR FIRST NATIONAL BANK OF OTTAWA

1-5-17

THIS APPLICATION MUST BE NOTARIZED  
PLEASE NOTARIZE IN THE SPACE BELOW:



United City of Yorkville  
County Seat of Kendall County  
800 Game Farm Road  
Yorkville, Illinois, 60560  
Telephone: 630-553-4350  
Fax: 630-553-7575  
Website: [www.yorkville.il.us](http://www.yorkville.il.us)

## Petitioner Deposit Account / Acknowledgment of Financial Responsibility

<b>Development/Property Address:</b> NE CORNER HWY 34/CANNONBALL TRAIL	<b>Project No.: FOR CITY USE ONLY</b>	<b>Fund Account No.: FOR CITY USE ONLY</b>
---	---------------------------------------	--

**Petition/Approval Type:** *check appropriate box(es) of approval requested*

☐ Concept Plan Review    ☐ Amendment (Text) (Annexation) (Plat)    ☐ Annexation  
☐ Rezoning    ☐ Special Use    ☐ Mile and ½ Review  
☐ Zoning Variance    ☐ Preliminary Plan    ☐ Final Plans  
☒ P.U.D.    ☐ Final Plat

**Petitioner Deposit Account Fund:**

It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the **INVOICE & WORKSHEET PETITION APPLICATION**. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15<sup>th</sup> of the month in order for the refund check to be processed and distributed by the 15<sup>th</sup> of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.

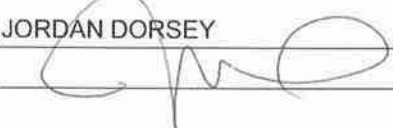
**ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY**

Name/Company Name:	Address:	City:	State:	Zip Code:
DOVER DEVELOPMENT, LLC	120 SOUTH CENTRAL AVENUE, SUITE 725	CLAYTON, MISSOURI	63105	

Telephone:	Mobile:	Fax:	E-mail:
314-254-8354			JDORSEY@CEDARHURSTLIVING.COM

**Financially Responsible Party:**

I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.

Print Name: JORDAN DORSEY    Title: V/P, DOVER DEVELOPMENT, LLC  
 Signature\*:     Date: 1-3-17

**\*The name of the individual and the person who signs this declaration must be the same. If a corporation is listed, a corporate officer must sign the declaration (President, Vice-President, Chairman, Secretary or Treasurer)**

**FOR CITY USE ONLY**

**ACCOUNT CLOSURE AUTHORIZATION:**

Date Requested: \_\_\_\_\_ ☐ Completed ☐ Inactive

Print Name: \_\_\_\_\_ ☐ Withdrawn ☐ Collections

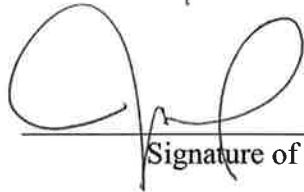
Signature: \_\_\_\_\_ ☐ Other

**DEPARTMENT ROUTING FOR AUTHORIZATION:** ☐ Comm Dev. ☐ Building ☐ Engineering ☐ Finance ☐ Admin.

**CERTIFIED MAILING  
AFFIDAVIT**

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF KENDALL )

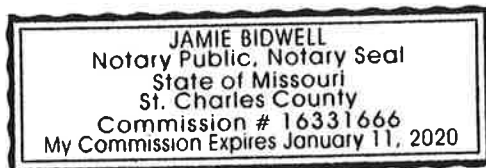
I/We, Dover Development, LLC, petitioner, being first duly sworn, do hereby state under oath that to the best of my knowledge the **attached** list is a true, correct and **complete list of all permanent parcel numbers, and names and addresses of owners**, of all lots and parts of lots located within 500 feet (exclusively of any public streets and alleys) of the property legally described on the attached application for annexation, rezoning, special use permit, planned unit development, variation, or other zoning amendment. I further state that said list was obtained from the current tax rolls of the Kendall County Treasurer's Office. I further state that I mailed by U.S. Certified Mail, Return Receipt Requested, a copy of the Public Notice of Public Hearing before the United City of Yorkville Planning and Zoning Commission for the Public Hearing held on Wednesday, Feb, 8th 2017, at the United City of City Council Chambers, Yorkville, Illinois. The notice was mailed to the attached list of all of the permanent parcel numbers and names and addresses of owners at the U.S. Post office on January 23, 2017.

  
for Dover Development, LLC  
Signature of Petitioner(s)

Subscribed and sworn to before me this

23<sup>rd</sup> day of January, 2017

  
Notary Public



PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING  
BEFORE  
THE UNITED CITY OF YORKVILLE  
PLANNING AND ZONING COMMISSION  
PZC 2017-01

NOTICE IS HEREWITH GIVEN THAT Dover Development, LLC, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting authorization of an amendment to the existing Cannonball Trails Planned Unit Development and Annexation Agreement for the purpose of constructing a new two-story assisted living with memory care facility. The petitioner seeks to amend the previously approved exhibits in the Planned Unit Development to incorporate a revised conceptual site plan and to allow for all uses that are currently permitted in the B-1 Local Business District, B-2 Retail Commerce Business District and O Office District, specifically and without limitation to assisted living and memory care, adult daycare facilities and medical office uses. Additional requested amendments to the Planned Unit Development and Annexation Agreement relate to expiration of recapture payments, requirements for certain public infrastructure improvements and site signage. The real property consists of approximately 6.7 acres, and is generally located at the northeast corner of US HWY 34 (Veterans Parkway) and Cannonball Trail, in Yorkville, Illinois.

The legal description is as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 41 MINUTES 11 SECONDS WEST ALONG THE SOUTH LINE OF OAK KNOLLS SUBDIVISION, 317.68 FEET TO THE CENTER LINE OF CANNONBALL TRAIL; THENCE SOUTH 21 DEGREES 49 MINUTES 35 SECONDS WEST ALONG SAID CENTER LINE 219.07 FEET TO THE NORTHERLY LINE OF A TRACT CONVEYED TO KENDALL COUNTY BY DOCUMENT NO 907978; THENCE SOUTH 68 DEGREES 10 MINUTES 25 SECONDS EAST ALONG SAID NORTH LINE 35.0 FEET TO THE EAST LINE OF CANNONBALL TRAIL; THENCE SOUTH 18 DEGREES 56 MINUTES 6 SECONDS WEST ALONG SAID EAST LINE 198.25 FEET TO AN ANGLE POINT; THENCE SOUTH 21 DEGREES 49 MINUTES 35 SECONDS WEST ALONG SAID EAST LINE 185.73 FEET TO AN ANGLE POINT; THENCE SOUTH 45 DEGREES, 10 MINUTES 25 SECONDS EAST ALONG SAID EAST LINE 73.20 FEET TO THE NORTHERLY LINE OF U.S. ROUTE NO. 34; THENCE EASTERLY ALONG SAID NORTHERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF

7,538.42 FEET, AN ARC DISTANCE OF 462.40 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 49 MINUTES 35 SECONDS WEST ALONG SAID EAST LINE 697.74 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.  
(PERMANENT INDEX NUMBER: 02-29-100-004 AND 02-29-100-005)

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a public hearing on said application on Wednesday, February 8, 2017 at 7 p.m. at the United City of Yorkville, City Council Chambers, 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.

Application and information materials regarding this notice are available for public review and any questions or written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois. All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

BETH WARREN  
City Clerk

BY: Lisa Pickering  
Deputy Clerk

PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING  
BEFORE  
THE UNITED CITY OF YORKVILLE  
PLANNING AND ZONING COMMISSION  
PZC 2017-01

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7,538.42 FEET, AN ARC DISTANCE OF 462.40 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 49 MINUTES 35 SECONDS WEST ALONG SAID EAST LINE 697.74 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.  
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By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

BETH WARREN  
City Clerk

BY: Lisa Pickering  
Deputy Clerk

## **EXHIBIT "A"**

**That part of the Northwest Quarter of Section 29, Township 37 North, Range 7 East of the Third Principal Meridian described as follows:**

**Beginning at the Northeast corner of said Northwest Quarter; thence South 88 degrees 41 minutes 11 seconds West along the South line of Oak Knolls Subdivision, 317.68 feet to the center line of Cannonball Trail; thence South 21 degrees 49 minutes 35 seconds West along said center line 219.07 feet to the Northerly line of a tract conveyed to Kendall County by Document No 907978 ; thence South 68 degrees 10 minutes 25 seconds East along said North line 35.0 feet to the East line of Cannonball Trail; thence South 18 degrees 56 minutes 6 seconds West along said East line 198.25 feet to an angle point; thence South 21 degrees 49 minutes 35 seconds West along said East line 185.73 feet to an angle point; thence South 45 degrees, 10 minutes 25 seconds East along said East line 73.20 feet to the Northerly line of U.S. Route No. 34; thence Easterly along said Northerly line, being along a curve to the right having a radius of 7,538.42 feet, an arc distance of 462.40 feet to the East line of said Northwest Quarter; thence North 00 degrees 49 minutes 35 seconds West along said East line 697.74 feet to the point of beginning in Bristol Township, Kendall County, Illinois.**

# Exhibit B

02-29-127-032

CASTLE BANK NA, % JAMES RATOS  
207 W KENDALL DR  
YORKVILLE, IL 60560

02-29-127-037

CASTLE BANK NA, % JAMES RATOS  
207 W KENDALL DR  
YORKVILLE, IL 60560

02-29-127-041

CASTLE BANK NA, % JAMES RATOS  
207 W KENDALL DR  
YORKVILLE, IL 60560

02-20-381-006

KENDALL HOLDINGS I LLC, % GREENWOOD  
GLOBAL INC  
707 SKOKIE BLVD STE 600  
NORTHBROOK, IL 60062

02-20-381-007

KENDALL HOLDINGS I LLC, % GREENWOOD  
GLOBAL INC  
707 SKOKIE BLVD STE 600  
NORTHBROOK, IL 60062

02-20-381-008

KENDALL HOLDINGS I LLC, % GREENWOOD  
GLOBAL INC  
707 SKOKIE BLVD STE 600  
NORTHBROOK, IL 60062

02-29-100-005

FIRST NATIONAL BANK OF OTTAWA,  
701 LASALLE ST  
OTTAWA, IL 61350

02-29-131-001

KENDALL HOLDINGS I LLC, % GREENWOOD  
GLOBAL INC  
707 SKOKIE BLVD STE 600  
NORTHBROOK, IL 60062

02-29-131-002

KENDALL HOLDINGS I LLC, % GREENWOOD  
GLOBAL INC  
707 SKOKIE BLVD STE 600  
NORTHBROOK, IL 60062

02-29-131-003

KENDALL HOLDINGS I LLC, % GREENWOOD  
GLOBAL INC  
707 SKOKIE BLVD STE 600  
NORTHBROOK, IL 60062

02-29-131-004

KENDALL HOLDINGS I LLC, % GREENWOOD  
GLOBAL INC  
707 SKOKIE BLVD STE 600  
NORTHBROOK, IL 60062

02-29-131-005

KENDALL HOLDINGS I LLC, % GREENWOOD  
GLOBAL INC  
707 SKOKIE BLVD STE 600  
NORTHBROOK, IL 60062

02-29-201-002

HARVEST PROPERTY MANAGEMENT  
PO BOX 51  
YORKVILLE, IL 60560

02-20-376-001

OLIVER, RONALD R  
3926 CANNONBALL TRL  
YORKVILLE, IL 60560

02-29-127-040

CASTLE BANK  
%KAPPOS PETER  
304 HAMBLETONIAN DR  
OAK BROOK, IL 60523

02-29-127-034

CASTLE BANK NA, % JAMES RATOS  
207 W KENDALL DR  
YORKVILLE, IL 60560

02-29-127-039

LI, KAI FENG  
684 VETERANS PKWY  
YORKVILLE, IL 60560

02-29-127-042

CASTLE BANK NA  
% GEORGE KAPPOS  
319 TRINITY LN  
OAK BROOK, IL 60523

# Exhibit B

02-29-126-007

FIRST NATIONAL BANK OTTAWA  
701 LASALLE ST  
OTTAWA, IL 61350

02-29-203-018

CASTLE BANK NA, % JAMES RATOS  
207 W KENDALL DR  
YORKVILLE, IL 60560

02-29-100-004

FIRST NATIONAL BANK OF OTTAWA,  
701 LASALLE ST  
OTTAWA, IL 61350

02-29-201-001

ESMER CAPITAL MANAGE ENTER LLC  
PO BOX 51  
YORKVILLE, IL 60560

02-20-376-003

CLACK, BOBBY J & MARILYN  
3974 CANNONBALL TRL  
YORKVILLE, IL 60560

02-29-126-006

FIRST NATIONAL BANK OF OTTAWA,  
%TRUST DEPARTMENT  
701 LASALLE ST  
OTTAWA, IL 61350

02-20-376-002

MATLOCK, GARY L  
3960 CANNONBALL TRL  
YORKVILLE, IL 60560

02-20-451-001

CRAWFORD PAUL D &, RALEY CATHERINE M  
20 HICKORY LN  
YORKVILLE, IL 60560

02-20-451-002

OLD 2ND NATIONAL BANK  
37 S RIVER ST  
AURORA, IL 60507

02-20-452-005

VITEK, FRANKLIN & JOANNE  
15 HICKORY LN  
YORKVILLE, IL 60560

02-20-452-006

MOLNAR, JILL S  
23 HICKORY LN  
YORKVILLE, IL 60560

02-20-452-007

PRICE, KYLE A LIV TRUST  
29 HICKORY LN  
YORKVILLE, IL 60560

02-20-353-008

KENDALL HOLDINGS I LLC, % GREENWOOD  
GLOBAL INC  
707 SKOKIE BLVD STE 600  
NORTHBROOK, IL 60062

200000012562  
 Filed for Record in  
 KENDALL COUNTY, ILLINOIS  
 PAUL ANDERSON  
 On 09-15-2000 At 02:51 pm.  
 ANNEX AGREE 33.00

Revised August 23, 2000

STATE OF ILLINOIS       )  
   )SS  
 COUNTY OF KENDALL     )

**PLANNED UNIT DEVELOPMENT AND  
 ANNEXATION AGREEMENT  
 OLD KENT BANK SUCCESSOR TRUSTEE TO  
 MERCHANTS NATIONAL BANK OF AURORA, TRUSTEE (TRUST #5085)  
 and ARTHUR SHERIDAN (OWNER)  
 and COURTHOUSE SQUARE, L.L.C. (DEVELOPER)**

This Planned Unit Development and Annexation Agreement (hereinafter "Agreement"), is made and entered into this 10<sup>th</sup> day of AUGUST, 2000, by and between the UNITED CITY OF YORKVILLE, a municipal corporation, hereinafter referred to as "CITY", OLD KENT BANK, SUCCESSOR TRUSTEE TO MERCHANTS NATIONAL BANK OF AURORA, TRUSTEE UNDER TRUST #5085, ARTHUR SHERIDAN, beneficiary thereof and COURTHOUSE SQUARE, L.L.C. (in formation) as "DEVELOPER",

WITNESSETH

WHEREAS, OWNER owns fee simple interest to the real property which is legally described in Exhibit "A" attached hereto and depicted on the Plat of Annexation attached hereto and incorporated herein as Exhibit "A-1", consisting of approximately 6.4 acres, more or less (hereinafter "PROPERTY"); and

WHEREAS, it is the desire of OWNER and DEVELOPER to provide for the annexation of the subject real PROPERTY; and to develop the PROPERTY in the CITY in accordance with the terms of this Agreement and the Ordinances of the CITY; and to provide that when said PROPERTY is annexed zoning will be granted at that time; and

WHEREAS, it is the desire of the CITY to annex the PROPERTY and facilitate its development pursuant to the terms and conditions of this Agreement and the Ordinances of the CITY; and

WHEREAS, OWNER and DEVELOPER and CITY has or will perform and execute all acts required by law to effectuate such annexation; and

WHEREAS, all notices required by law relating to the annexation of the PROPERTY to the CITY have been given to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Compiled Statutes; and

WHEREAS, the OWNER and DEVELOPER and CITY agree that upon Annexation to the CITY the subject PROPERTY shall be zoned as O (Office District) Planned Unit Development, with the subject real property to be entitled to all uses under the O (Office District) and only the specific business uses currently permitted under the CITY B-1 (Limited business District) and B-2 (General Business District) as set out in the attached Exhibit "B" which is incorporated herein by reference; and

WHEREAS, OWNER and DEVELOPER have agreed that in consideration of the CITY agreeing to annex and zone the subject real property of OWNER as Planned Unit Development with the additional business uses permitted as set out in Exhibit "B", OWNER and DEVELOPER agree that all of the remaining B-1 (Limited Business District) and B-2 (General Business District) uses set out in the CITY Zoning Ordinance for B-1 and B-2 but which are not listed in the attached Exhibit "B" shall not be permitted uses under this Agreement; and all B-3 (Service Business District) and B-4 (Business District) uses as contained in the CITY Zoning Ordinance are specifically prohibited from use on the subject real property. In the event the O (Office District), B-1 (Limited Business District), or B-2 (General Business District) are amended from time to time permitting additional uses, OWNER and DEVELOPER may petition for said additional uses without additional fee by Petition to Modify this Planned Unit Development Agreement upon approval by the City Council as to any change in the CITY Office Zoning Classification; but will require a Public Hearing to be held and City Council approval if there is a modification sought requesting additional B-1 or B-2 uses by OWNER and DEVELOPER; and

WHEREAS, in reliance upon the development of the PROPERTY in the manner proposed, OWNER and DEVELOPER and the CITY have agreed to execute all petitions and other documents that are necessary to accomplish the annexation of the PROPERTY to the CITY; and

WHEREAS, in accordance with the powers granted to the CITY by the provisions of 65 ILCS 5/11-15.1-1 through 15.1-5, inclusive, relating to Annexation Agreements, the parties hereto wish to enter into a binding agreement with respect to the future annexation and zoning of the subject PROPERTY and to provide for various other matters related directly or indirectly to the annexation of the PROPERTY in the future, as authorized by, the provisions of said statutes; and

WHEREAS, pursuant to due notice and publication in the manner provided by law, the appropriate zoning authorities of the CITY have had such public hearing and have taken all further action required by the provisions of 65 ILCS 5/11-15-1.3 and the ordinances of the CITY relating to the procedure for the authorization, approval and execution of this Annexation Agreement by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the parties agree as follows:

1. ANNEXATION.

OWNER and DEVELOPER have filed with the Clerk of the CITY a duly executed verified petition to annex pursuant to, and in accordance with the provisions of 65 ILCS 5/7-1-1 et seq. to annex the PROPERTY to the UNITED CITY OF YORKVILLE.

2. ZONING.

- A. Contemporaneously with the Annexation of the subject PROPERTY, the CITY shall adopt an ordinance amending the provisions of the United City of Yorkville Zoning Ordinance so as to provide that the PROPERTY shall be classified and shall zone the parcel Office PUD permitting the limited business uses as set forth in Exhibit "B".
- B. Contemporaneously with the Annexation of the PROPERTY, the CITY shall, if necessary, amend its Comprehensive Plan to provide for the uses on the PROPERTY that are reflected in this Agreement.
- C. The CITY and OWNER and DEVELOPER agree that the PROPERTY shall be developed in substantial compliance with the ordinances of the CITY in effect at the time of passage of this agreement by the City Council of the UNITED CITY OF YORKVILLE.
- D. Hours of operation of any convenience store at this location shall be limited to 6:00 a.m. to midnight.
- E. That all recitals contained in this Agreement are hereby incorporated as enforceable covenants and conditions of this Agreement.

3. ANNEXATION TO YORKVILLE-BRISTOL SANITARY DISTRICT

- A. OWNER and DEVELOPER agree to file the necessary petitions and agreements to request annexation and sanitary sewer service for the PROPERTY from the Yorkville-Bristol Sanitary District and the CITY shall provide a letter to Yorkville-Bristol Sanitary District indicating the CITY's desire to annex and have Yorkville-Bristol Sanitary District service the property. The subject real property has been identified by the CITY as being located within the Facility Plan Area of the Yorkville-Bristol Sanitary

District. Attached hereto as Exhibit "C" is an extended Annexation Application to the Yorkville-Bristol Sanitary District.

- B. In the event at the time OWNER/DEVELOPER is ready to develop the subject real property, Yorkville-Bristol Sanitary District lacks capacity to service the development. OWNER/DEVELOPER shall be permitted to serve the subject development by septic system on a temporary basis at OWNER's expense until sanitary sewer is available.

OWNER/DEVELOPER agrees to connect to the sanitary sewer service within one hundred eighty (180) days of capacity being available.

In the event OWNER/DEVELOPER does temporarily hook-up to a septic system, OWNER/DEVELOPER shall be required to deposit with the CITY either a Letter of Credit or Bond in an amount approved by the City Engineer to secure hook-up for sanitary sewer purposes.

4. MUNICIPAL IMPROVEMENTS.

- A. The CITY acknowledges that it currently has the ability to provide ample quantities of water for the use of this development and that the UNITED CITY OF YORKVILLE will support the development's tap into the Yorkville-Bristol Sanitary District system.

- B. OWNER and DEVELOPER upon development of the subject real property shall provide two watermain extensions of 8" watermains to the East side of the subject site.

- C. The OWNER and DEVELOPER will be given a recapture agreement for any use or extension of any developer improvements of roadways, storm water, water or sewer facilities to or through this property for other than their own development which are required by the CITY or other governmental body, which benefit off-site owners or developers.

5. RECAPTURE.

In the event the OWNER and DEVELOPER seek recapture reimbursement; or the CITY requests OWNER or DEVELOPER to construct public improvements benefitting other parcels, the parties agree a Recapture Agreement shall be executed pursuant to and in compliance with the Illinois Compiled Statutes, Local Government Act governing the Recapture with the requisite Public Hearing being held and Requisite Recapture Ordinance being approved by the City Council contingent on the percentage of the benefit to the OWNER other than the DEVELOPER and including the service area effected.

6. SIGNAGE:

The CITY agrees to allow the following signage to be used in the development in conformance with City Ordinances:

- A. Two identification signs (one for the commercial area not to exceed 100 square feet and one for the office area not to exceed 100 square feet).
- B. Individual building signs shall be permitted for each business located within the development the size of which will conform to CITY ordinances.
- C. Directional signs directing traffic within the development in conformance with CITY ordinances or if the sign ordinance is silent then at the discretion of the DEVELOPER.
- D. All signs must conform to the requirements of the CITY sign Ordinance in relation to locations on the subject site, dimensions permitted and the like notwithstanding anything contained herein.

7. OVERSIZING.

In the event OWNER and DEVELOPER is required on or off-site to oversize any water, storm sewer or City sanitary sewer lines or to develop any roadways for future extension to accommodate other properties, CITY agrees to require anyone connecting to said lines to pay the CITY who then shall reimburse OWNER and DEVELOPER within 30 days of connection by the OWNER and DEVELOPER of any other parcel of real property connecting to said improvements, for OWNER and DEVELOPER's costs in over-sizing said lines including costs for deepening said lines and any engineering fees and all other costs associated therewith. The agreement for recapture is a part of this agreement and shall become effective with this agreement. The terms and costs for the recapture shall be calculated at the time of additional connection by other owners/developers on a basis of all cost of the improvement including the cost of interest paid and lost interest income since the time of annexation prorated by the number of square feet to be connected to the system(s).

8. PLANNED UNIT DEVELOPMENT ZONING AND CONDITIONS

The parties agree upon approval of this Agreement, the subject real property shall be zoned by Ordinance as Office PUD with limited business uses as set forth in Exhibit "B". The subject property shall be developed and improved as Planned Unit Development under the following criteria:

- A. Specific building locations as generally defined by the site plan, as per Exhibit "D".

- B. It is the intent of the OWNER and DEVELOPER to provide additional shrubbery, landscaping or screening to the most northerly and easterly area of the parcel. Setbacks shall be according to the Site Plan, Exhibit "D", attached; and in conformance with the CITY Amended Landscape Ordinance #2000-48. The site plan attached is hereby modified to provide that a minimum distance of approximately 400 feet shall be maintained between the northerly property line of the subject site and the commercial center for business use shown on the subject site.
- C. The OWNER and DEVELOPER shall be permitted to operate any permitted use under the UNITED CITY OF YORKVILLE Ordinance in all "B-1" and "B-2" Business Classification District and "O" Office District, which are set out in the attached Exhibit "B" that is used in relation to retail sales or service on the subject site.
- D. Parking shall be in conformance with city ordinance related to each classification of use. Minimum setback from the property line to parking areas as shown on the subject site plan shall be 45 feet from Route 34. The existing residence on Cannonball Trail which will be converted to office use shall not be subject to said setback.
- E. Detention shall be provided on-site in conformance with the CITY Ordinance.
- F. OWNER and DEVELOPER shall provide an Exhibit to this Agreement of all building facades to be used in the development of the real property as substantially presented to the CITY as set out in the attached Exhibit "F"; and in Landscape Plan which is attached hereto and incorporated herein as Exhibit "E".

9. TIME IS OF THE ESSENCE.

It is understood and agreed by the parties hereto that time is of the essence in this Agreement, and that all parties will make every reasonable effort to expedite the subject matter hereof. It is further understood and agreed by the parties that the successful consummation of this Agreement requires their continued cooperation.

10. BINDING EFFECT AND TERM.

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees and successor lessees, and upon an successor municipal authority of

the CITY and successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto.

11. NOTICES AND REMEDIES.

Nothing contained herein shall require the original named OWNER in this Agreement to undertake any of the development obligations in this Agreement; those obligations being the responsibility of the DEVELOPER of the subject parcel and/or future OWNER of the subject parcel of real property.

Upon breach of this Agreement, any of the parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, may exercise any remedy available at law or equity.

Before any failure of any party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify in writing, by certified mail/return receipt requested, the party alleged to have failed to perform, state the obligation allegedly not performed and the performance demanded.

Notice shall be provided at the following addresses:

CITY: UNITED CITY OF YORKVILLE  
800 Game Farm Rd.  
Yorkville, IL 60560  
Attn: Mayor

Copy to: CITY Attorney:  
Daniel J. Kramer  
1107A S. Bridge St.  
Yorkville, IL 60560

OWNER and DEVELOPER: Arthur Sheridan and Associates, Ltd.,  
100 Tower Dr.  
Burr Ridge, IL 60521

12. AGREEMENT TO PREVAIL OVER ORDINANCES.

In the event of any conflict between this Agreement and any ordinances of the CITY in force at the time of execution of this agreement or enacted during the pendency of this agreement, the provision of this Agreement shall prevail to the extent of any such conflict or inconsistency.

13. PARTIAL INVALIDITY OF AGREEMENT.

If any provision of this Agreement (except those provisions relating to the requested rezoning of the PROPERTY identified herein and the ordinances adopted in connection herewith), or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect the application or validity of any, other terms, conditions and provisions of this Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable.

If, for any reason during the term of this Agreement, any approval or permission granted hereunder regarding plans or plats of subdivision or zoning is declared invalid, the CITY agrees to take whatever action is necessary to reconfirm such plans and zoning ordinances effectuating the zoning, variations and plat approvals proposed herein.

14. USE OF PROPERTY FOR FARMING/ZONING.

Any portion of the PROPERTY, which is not conveyed or under development as provided herein, may be used for farming purposes, regardless of the underlying zoning.

Further, the parties agree that until, or unless it is converted to a permitted office or business use pursuant to this Agreement, the house currently located on the subject premises may continue to be occupied as a legal non-conforming use of the residence. However, once converted to "O" Office District or "B" Business District use, it shall no longer be occupied as a residence.

15. TRANSPORTATION.

The CITY shall put forth its best effort as a joint applicant with the DEVELOPER regarding issues effecting surrounding roadway; whether they be Federal, State, County, Township, or City to gain approval for access (ingress and egress), widening, improvements, signalization, etc. as may be required.

IN WITNESS WHEREOF, the parties have executed this Annexation Agreement the day and year first above written.

CITY:  
THE UNITED CITY OF YORKVILLE

By: Arthur H. Haskins Jr.  
MAYOR

Attest: Deborah K. Simmons  
CITY CLERK

Unofficial

OWNER:  
OLD KENT BANK, SUCCESSOR TRUSTEE  
TO MERCHANTS NATIONAL BANK OF AURORA,  
TRUSTEE UNDER TRUST #5085

By: Mary L. Chidester

Attest: James J. Elbert  
VICE PRESIDENT & TRUST OFFICER

This Instrument is executed by OLD KENT BANK, successor to MERCHANTS NATIONAL BANK OF AURORA, not personally but solely as Trustee, as aforesaid. All the warranties, covenants and conditions to be performed hereunder by OLD KENT BANK, successor to MERCHANTS NATIONAL BANK OF AURORA are undertaken by it solely as Trustee, as aforesaid and not individually. No personal liability shall be asserted or be enforceable against OLD KENT BANK, successor to MERCHANTS NATIONAL BANK OF AURORA by reason of any of the covenants, statements, representations or warranties contained in this instrument, which are made and intended for the purpose of binding only that portion of the trust property specifically described herein.

DEVELOPER:  
COURTHOUSE SQUARE, L.L.C.

By: Arthur Sheridan  
Arthur Sheridan - Beneficiary/Manager

PREPARED BY AND RETURN TO:  
Law Offices of Daniel J. Kramer  
1107A S. Bridge Street  
Yorkville, Illinois 60560  
630.553.9500

## EXHIBIT LIST

- Exhibit "A" - Legal description
- Exhibit "A-1" - Accurate Map of Territory to be Annexed to the United City of Yorkville, Kendall County, Illinois
- Exhibit "B" - Zoning Ordinance for O (Office District), B-1 (Limited Business District), B-2 (General Business District), list of permitted uses
- Exhibit "C" - Yorkville-Bristol Sanitary District Petition
- Exhibit "D" - Site plan
- Exhibit "E" - Landscape Plan
- Exhibit "F" - Building facades

**LEGAL DESCRIPTION**

That part of the Northwest Quarter of Section 29, Township 37 North, Range 7 East of the Third Principal Meridian described as follows; Beginning at the Northeast Corner of said Northwest Quarter, then South  $88^{\circ}41'11''$  West, along the South Line of Oak Knolls Subdivision, 285.05 feet to the East Line of Cannonball Trail; then South  $21^{\circ}49'35''$  East along said East Line, 231.90 feet to an angle point therein; thence South  $68^{\circ}10'25''$  East along said East line, 5.0 feet to an angle point therein; thence South  $18^{\circ}56'06''$  West along said East line 118.52 feet to an angle point; then South  $21^{\circ}49'35''$  West along said East line 185.73 feet to an angle point; then South  $45^{\circ}10'25''$  East along said East line 73.20 feet to the Northerly line of US Route No. 34; then Easterly along said Northerly line, 462.40 feet to the East line of said Northwest Quarter; thence North  $00^{\circ}49'35''$  on said East line, 697.74 feet to the point of beginning in Bristol Township, Kendall County, Illinois and containing 6.148 acres.

## PERMITTED USES

B-1 Limited Business District, the following would be permitted uses:

antique sales	household furnishing shop
bakery - retail	ice cream shop
barber shop	jewelry - retail
beauty shop	laundry, cleaning and dyeing - retail
book store	library
cafeteria (diner)	magazine and newsstand
camera shop	meat market
church or other place of worship	medical clinic
cigar, cigarette and tobacco store	mortuary - funeral home
clothes - pressing and repair	park
community center	photography studio
computer and software sales	playground
dressmaker - seamstress	post office
drugstore	professional building
florist sales	recreation center
fruit and vegetable market - retail	restaurant
gift shop	shoe and hat repair
grocery store - supermarket	
gymnasium	all special uses permitted in O District (office)
health food store	except solid waste site
hobby shop	

B-2 General Business District, the following would be permitted uses:

appliances - sales	leather goods
Army/Navy surplus sales	locksmith
art gallery - art studio sales	music, instrument and record store
art supply store	newspaper publishing, excluding printing
automatic food service	nursery - day care center
automobile accessory store	office equipment and supply sales
bicycle shop	paint/wallpaper store
billiard parlor	personal loan agency
blueprint and photostat shop	pet store
carry-out food service	picture frame store
catalog sales office	radio and television studios
clothing store - all types	reducing salon - tanning salon
convenience store	sporting goods
discount store	stationery
drygoods store - retail	taxidermist
floor covering sales	toy store
furniture sales - new/used	typewriter - sales and repair
hardware store	variety store
health club or gymnasium	watch and clock sales and repair
interior decorating studio	weaving and mending - custom
junior department store	

O - Office District, the following would be permitted uses:

advertising agency	income tax service
bank	insurance office
barber shop	library
beauty shop	manufacturing agent's office
bookkeeping service	medical clinic
club - private indoor	park
coffee shop	professional offices
college, university or junior college	public accountant
	real estate office
commercial school, trade school - offering	savings and loan association
classroom study	stenographic service
	stock broker
credit union	telegraph office
detective agency	ticket office
employment office	travel agency
engineering office	utility office
government office	

PETITION FOR ANNEXATION TO THE  
YORKVILLE-BRISTOL SANITARY DISTRICT

TO: CLERK OF THE YORKVILLE-BRISTOL SANITARY DISTRICT  
YORKVILLE, ILLINOIS

Old Kent Bank, successor Trustee to Merchants  
THE UNDERSIGNED, Nat. Bank Aurora, Tr. 5085, being the sole owner  
of the following described real estate, to wit: (SEE ATTACHED LEGAL DESCRIPTION,  
EXHIBIT "A") which said real estate is contiguous with the existing boundaries of Yorkville-  
Bristol Sanitary District, and is not within the corporate limits of any other sanitary district,  
herewith petitions the Board of Trustees of the Yorkville-Bristol Sanitary District to annex said  
real estate into the sanitary district.

The undersigned represents unto the Board of Trustees of the Yorkville-Bristol Sanitary  
District as follows:

1. That said real estate is contiguous with the existing boundaries of the Yorkville-  
Bristol Sanitary District, and is not within the corporate limits of any other sanitary  
district.
2. That Old Kent Sucessor Trustee under tr. 5085 is the sole property owner  
in the area sought to be annexed. Permanent Parcel # 02-29-100-005 &  
02-29-100-004
3. (STRIKE INAPPLICABLE PARAGRAPH)  
(a) That there are no electors residing upon any portion of the above described  
premises;  
(b) ~~That all electors residing thereon have joined in this Petition~~  
~~xx~~
4. That attached hereto and forming a part of the petition are the following:  
(a) Legal description of the real estate, Exhibit "A";  
(b) Accurate map of the real estate, Exhibit "B".

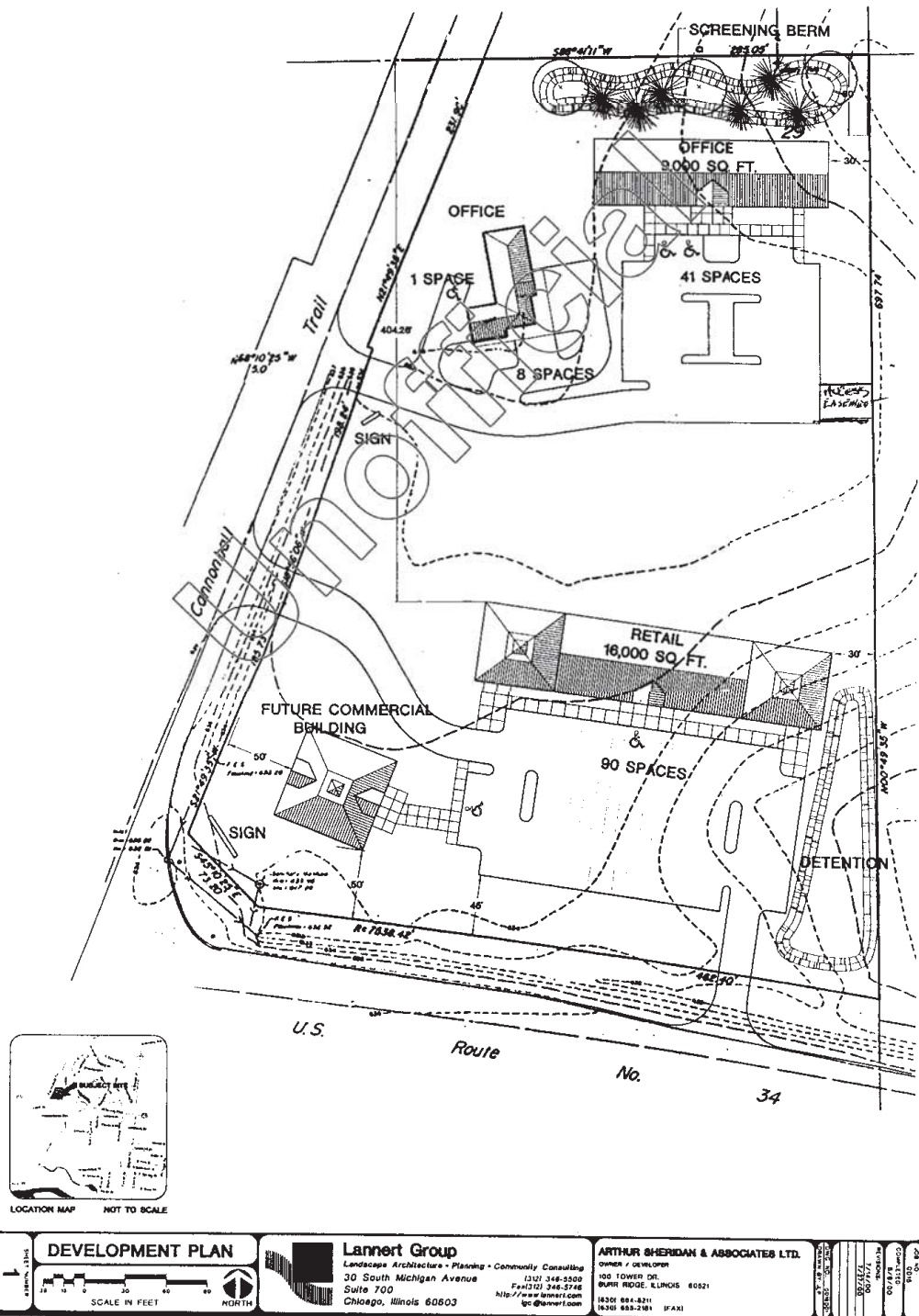
WHEREFORE, the undersigned requests that the above Petition be submitted to the Board  
of Trustees of the Yorkville-Bristol Sanitary District for consideration thereon, as required by 70  
ILCS 2405/23.4, Illinois Revised Statutes.

EXHIBIT C

## EXHIBIT D







# COURTHOUSE SQUARE

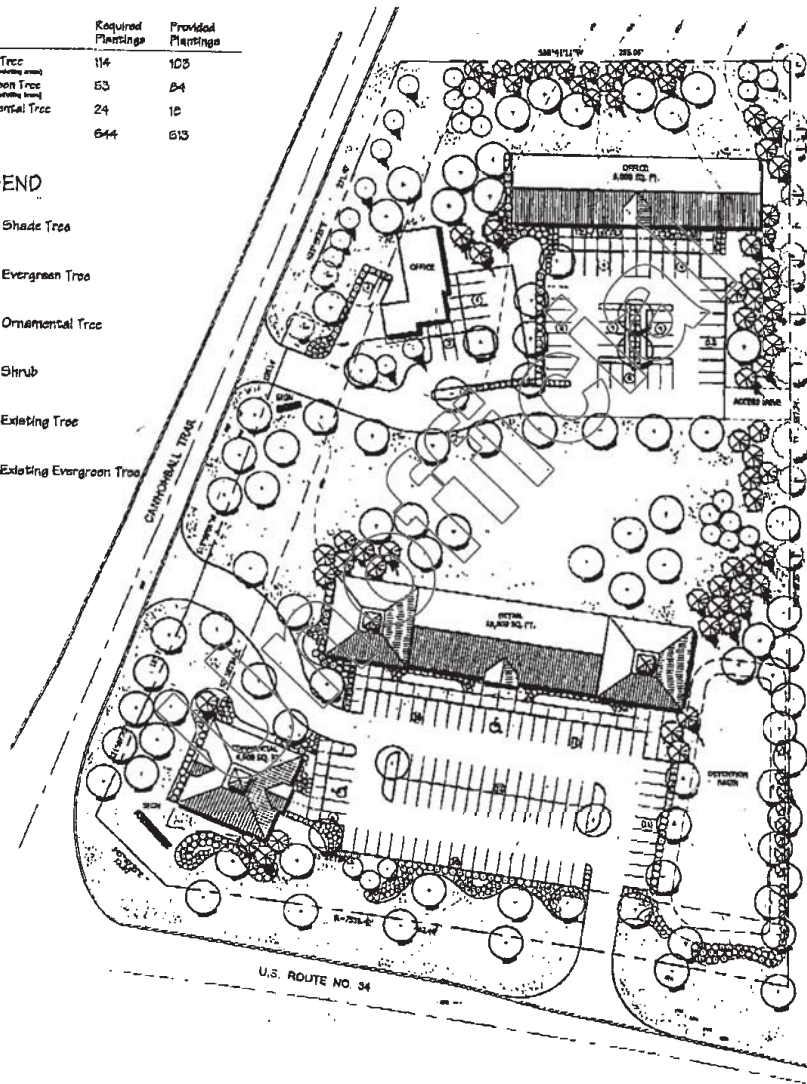
NORTH-EAST CORNER US 34 & CANNONBALL TRAIL



	Required Plantings	Provided Plantings
Shade Tree (Minimum 8" caliper trees)	114	103
Evergreen Tree (Minimum 8" caliper trees)	53	54
Ornamental Tree	24	10
Shrub	644	613

# LEGEND

-  Shade Tree
-  Evergreen Tree
-  Ornamental Tree
-  Shrub
-  Existing Tree
-  Existing Evergreen Tree



PRELIMINARY  
LANDSCAPE PLAN

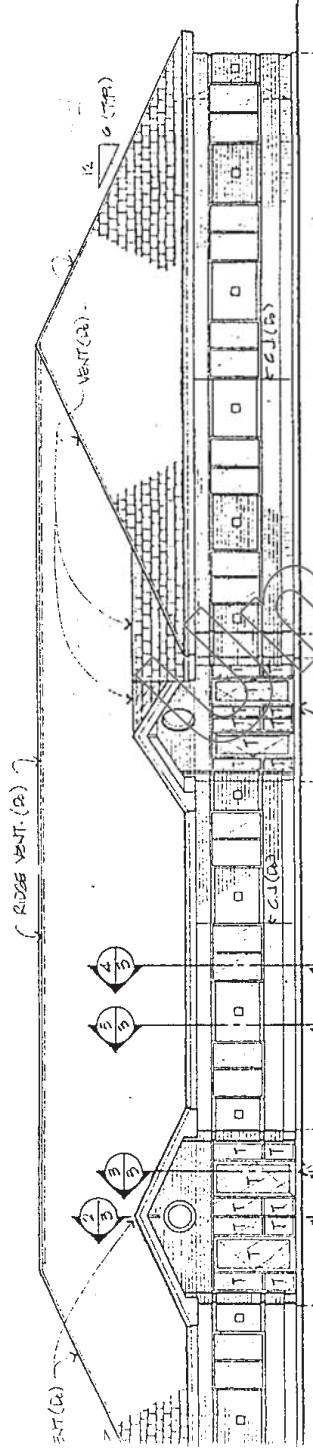
**Courthouse Square**  
Yorkville, Illinois

Prepared by  
**SCHOPPE DESIGN ASSOCIATES**  
Landscape Architecture and Civil Engineering  
3711 LOMAX ROAD  
CHICAGO, IL 60654  
PH: (773) 334-8900  
FAX: (773) 334-8901

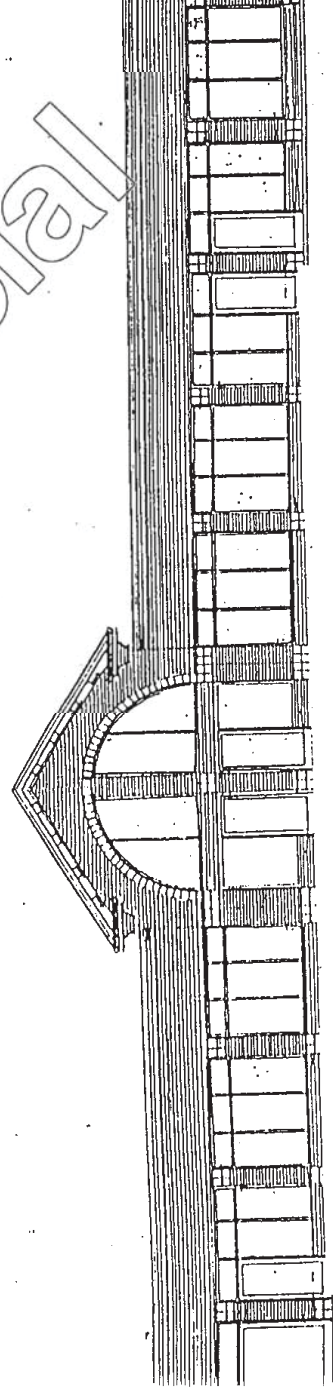
## EXHIBIT E

# EXHIBIT F

## BRICK FACADE



## OFFICE BUILDING DESIGN



## RETAIL BUILDING DESIGN

Accurate Map of  
Territory to be Annexed to the  
United City of Yorkville Kendall County Illinois

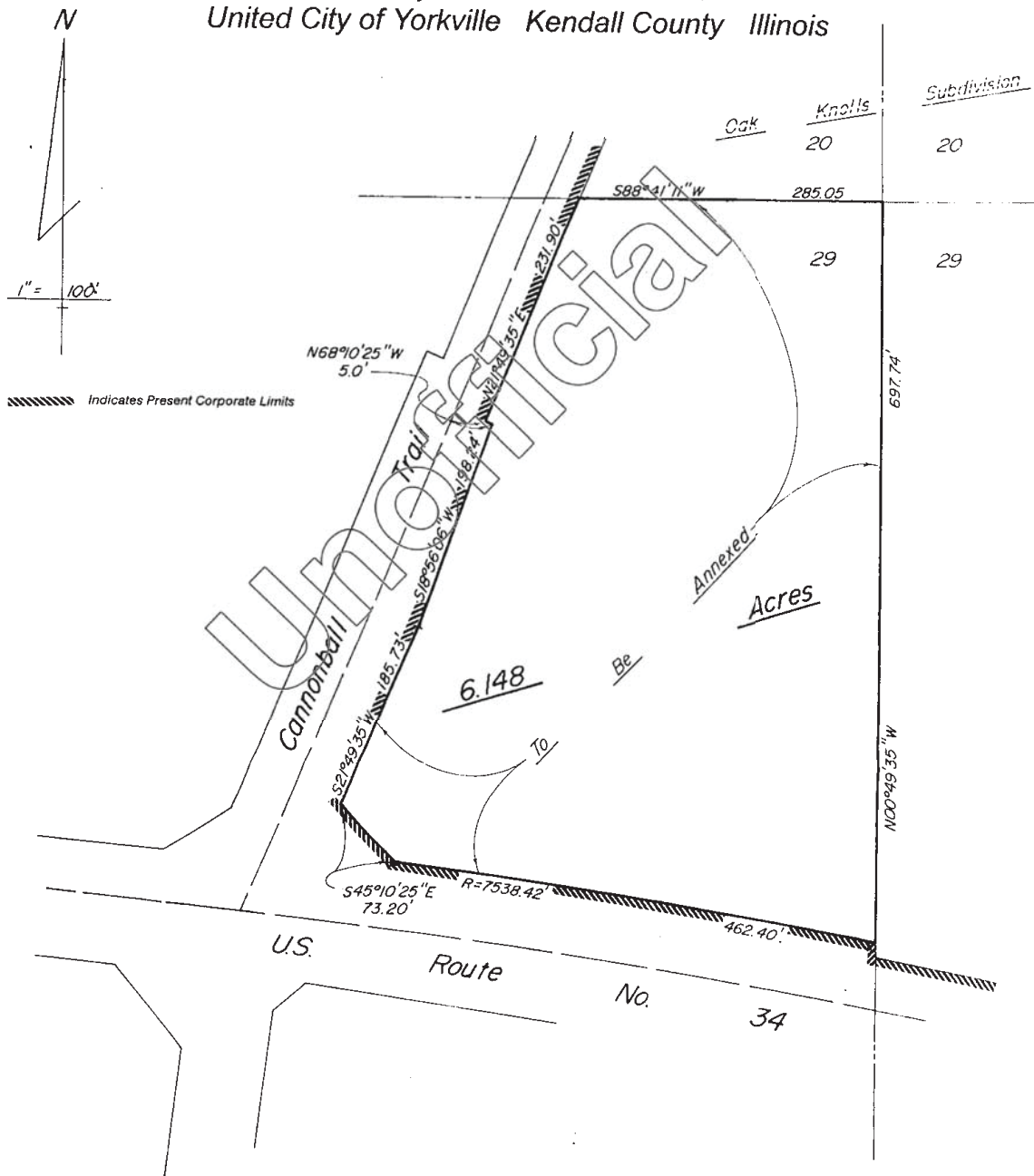


Exhibit "A-1"

Prepared by:  
James M. Olson Associates, Ltd.  
107 West Madison Street  
Yorkville, Illinois 60560  
(630) 553-0050  
August 25, 2000

# EXHIBIT D



STATE OF ILLINOIS     )  
                                  )ss  
COUNTY OF KENDALL )

200800020540

RENNETTA S  
MICKELSON  
KENDALL COUNTY, IL

RECORDED: 9/16/2008 9:37 AM  
ORDI: 54.00 RHSPS FEE: 10.00  
PAGES: 18

THIS IS A COVER PAGE  
FOR RECORDING  
PURPOSES ONLY

STATE OF ILLINOIS       )  
  ) ss.  
COUNTY OF KENDALL    )

Ordinance No. 2008 66

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,  
APPROVING THE FIRST AMENDMENT TO THE HRM PROPERTIES PLANNED UNIT  
DEVELOPMENT AND ANNEXATION AGREEMENT**

**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 entered into a Planned Unit Development and Annexation Agreement with Old Kent Bank, successor Trustee to Merchants National Bank of Aurora, as Trustee under Trust #5085 (the "Original Trustee") and Arthur Sheridan (the "Original Owner") and Courthouse Square, L.L.C. (the "Original Developer"), dated August 10, 2000 (the "Agreement"); and,

**WHEREAS**, the Original Trustee, the Original Owner, and the Original Developer subsequently assigned their rights in the Agreement to the First National Bank of Ottawa as Trustee under Trust #2466 and as "Owner," and HRM Properties and Development, LLC as "Developer;" and,

**WHEREAS**, the City and Owner and Developer now desire to amend the Agreement which will indicate the zoning of the subject property to be Planned Unit Development ("PUD") Zoning, and an ordinance approving PUD Zoning will be passed concurrently with this ordinance; and,

**WHEREAS**, the amendment to the Agreement will also increase the amount of commercial space with the proposed end users being a bank, gas station, day care center, and retail space with a drive thru business; and,

**WHEREAS**, the amendment will permit special uses for the gasoline service station and the drive thru facilities; and,

**WHEREAS**, a public hearing was conducted by the Plan Commission regarding the PUD amendment on June 11, 2008; and,

**WHEREAS**, the Mayor and City Council deem it necessary to approve the proposed First Amendment to the HRM Properties Planned Unit Development and Annexation Agreement, attached hereto, which is in the best interests of the health, safety, and welfare of its citizens.

**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.** The attached First Amendment to the HRM Properties Planned Unit Development and Annexation Agreement is hereby approved.

**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 22  
day of JULY, A.D. 2008.

Lisa Pickering  
DEPUTY CITY CLERK

ROBYN SUTCLIFF

ARDEN JOE PLOCHER

GARY GOLINSKI

ROSE SPEARS

JOSEPH BESCO

WALLY WERDERICH

MARTY MUNNS

BOB ALLEN

MAYOR BURD

y

—

y

n

y

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 22  
day of JULY 2008.

Valerie Burd  
MAYOR

July 8, 2008 Draft  
July 15, 2008 Staff Redline  
Revised July 17, 2008  
Revised July 18, 2008

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF KENDALL    )

**FIRST AMENDMENT TO  
PLANNED UNIT DEVELOPMENT AND ANNEXATION AGREEMENT  
OF OLD KENT BANK SUCCESSOR-TRUSTEE TO  
MERCHANTS NATIONAL BANK OF AURORA TRUSTEE UNDER TRUST #5085  
AND  
ARTHUR SHERIDAN (FORMER OWNER) AND  
COURTHOUSE SQUARE, LLC (FORMER DEVELOPER)  
N/K/A HRM PROPERTIES AND DEVELOPMENT, LLC (OWNER)  
PROJECT TO BE KNOWN AS  
CANNONBALL TRAILS**

THIS AGREEMENT is made and entered into this 9 day of SEPTEMBER,  
2008 by and between THE UNITED CITY OF YORKVILLE, Yorkville, Illinois, a municipal  
corporation, located in Kendall County, Illinois (hereinafter referred to as "CITY"), HRM  
PROPERTIES AND DEVELOPMENT, LLC, an Illinois Limited Liability Company  
(hereinafter referred to as "OWNER/DEVELOPER"), of the County of Kendall, State of Illinois.

**WITNESSETH**

WHEREAS, OWNER/DEVELOPER of the real property which is the subject matter of  
said Agreement comprising of approximately 6.14 gross surveyed acres, more or less, and is

more particularly described in the attached Exhibit "A", which is attached hereto and incorporated herein by reference and is hereinafter referenced as the "SUBJECT PROPERTY"; and

WHEREAS, the SUBJECT PROPERTY is located within the corporate boundaries of the CITY; and is not located within the corporate boundaries of any other municipality; nor is any portion thereof classified as flood plain; and the SUBJECT PROPERTY was previously annexed to the CITY under Document #2000-12562 filed with the Kendall County Recorder of Deeds on September 15, 2000; and

WHEREAS, said Planned Unit Development and Annexation Agreement at the time classified various portions of the development with certain zoning classes represented by B-1 Limited Business District and B-2 General Business District under the CITY Zoning Ordinance; and provided certain restrictions of use which are hereby requested to be amended by OWNER/DEVELOPER as follows:

- 1) That OWNER/DEVELOPER requests an amendment of said Planned Unit Development conforming the existing Agreement and Zoning of the SUBJECT PROPERTY to Planned Unit Development, in conformity with the current United City of Yorkville Zoning Ordinance.
- 2) That the uses permitted under the original Planned Unit Development and Annexation Agreement shall be permitted to specifically allow as a permitted use under the PUD Classification to operate a gas station with car wash and convenience center without an hour limitation on Lot 1 of the SUBJECT PROPERTY as described in Exhibit "A".

- 3) That no more than one (1) drive-thru facility shall be permitted as a permitted use within the commercial center located on Lot 2 and on Lot 3 of the SUBJECT PROPERTY as described in Exhibit "A" for a total of two (2) drive-thru facilities on the SUBJECT PROPERTY.
- 4) That paragraph 3(b) of the original Planned Unit Development and Annexation Agreement is hereby modified to delete any reference to a lack of sanitary sewer capacity available through Yorkville Bristol Sanitary District in that it has been affirmatively represented that adequate sanitary sewer capacity currently exists to serve the SUBJECT PROPERTY.
- 5) That paragraph 8(b) of said Planned Unit Development and Annexation Agreement is hereby modified to permit the design, construction, and location of a daycare center with rear yard setback to the north as shown on the Preliminary PUD Concept Plan attached hereto and incorporated herein as Exhibit "B" (Site Plan). That the rear setback of said building shall include on the rear yard berming, landscaping, and boundary line fencing to separate its proximity to neighboring residential uses to the north in conformity with Exhibit "B" (Site Plan) and Title 8, Chapter 12 of the City Code Book in effect at the date of approval of this PUD Amendment. OWNER/DEVELOPER shall not be required to maintain a four hundred (400') setback, said condition from paragraph 8(b) of said Planned Unit Development and Annexation Agreement having been herein modified and deleted.
- 6) That paragraph 8(d) of the Planned Unit Development and Annexation Agreement shall be modified to permit parking to be calculated for the daycare use proposed

on Lot 4 of the Concept PUD Plan. Said daycare use shall provide one (1) parking space per each employee plus one (1) parking space for every ten (10) students.

- 7) That the original Planned Unit Development and Annexation Agreement shall be modified to require OWNER/DEVELOPER to comply with the current United City of Yorkville Landscape Ordinance per Title 8, Chapter 12 of the City Code.
- 8) OWNER/DEVELOPER has agreed to comply with Best Management Practices in the design, construction, and implementation of a stormwater control facility taking due account of potential chemicals, or petroleum products being detained, maintaining water quality standards and releasing no pollutants to Blackberry Creek.
- 9) OWNER/DEVELOPER is desirous of developing with the setbacks as set out in Exhibit "B" (Site Plan) attached hereto and incorporated herein by reference and which is entitled Site Plan as prepared by Koziol Engineering Services and revised May 23, 2008.

WHEREAS, the OWNER/DEVELOPER acknowledge the SUBJECT PROPERTY is within the territory described by Resolution 1995-13 and is subject to a recapture payment for water and sanitary sewer infrastructure to the CITY payable at the time of Final Subdivision Plat approval or issuance of the first building permit, whichever occurs first. Said resolution establishes a recapture payment amount per acre and requires annual interest accumulating from July 1995. The Parties acknowledge the 2008 amount of said recapture payment is \$2,670.00 per acre, totaling \$16,393.80 for the SUBJECT PROPERTY.

WHEREAS, The CITY and its Plan Commission has considered the Petition to Amend the Planned Unit Development and Annexation Agreement as to the SUBJECT PROPERTY,

WHEREAS, OWNER/DEVELOPER and their representatives have held a Public Hearing in front of the City Council on July 22, 2008, as to said requested PUD Amendment and prior to the execution of this Agreement; and said Public Hearing Notice, was duly published and a Public Hearing was held to consider this Agreement, as required by the statutes of the State of Illinois in such case made and provided; and

WHEREAS, in accordance with the powers granted to the CITY by the provisions of 65 ILCS 5/11-15.1-1 through 51.1-5, inclusive, relating to Annexation/Planned Unit Development Agreements, the parties hereto wish to enter into a binding agreement with respect to the future zoning and development of the SUBJECT PROPERTY and to provide for various other matters related directly or indirectly to the development of the SUBJECT PROPERTY in the future, as authorized by, the provisions of said statutes; and

WHEREAS, pursuant to due notice and publication in the manner provided by law, the appropriate zoning authorities of the CITY have held such public hearing and have taken all further action required by the provisions of and the ordinances of the CITY relating to the procedure for the authorization, approval and execution of this Amendment to Annexation/Planned Unit Development Agreement by the CITY.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties agree, under the terms and authority provided in 65 ILCS 5/11-15.1-1 through 65 ILCS 5/11-15.1-5, as amended, as follows:

A. ZONING. The CITY shall adopt an ordinance approving the requested PUD Amendment as to the SUBJECT PROPERTY described herein in the attached Exhibit "A" as to the Amended Application of the Cannonball Trails Project as set out in the attached Exhibit "B";

- (i) As to each of the requests made in the Amended Application for Planned Unit Development and Annexation Agreement amendment request; and as specifically hereinafter set out, and in addition thereto the CITY hereby agrees and said Ordinance to change the zoning classifications on the SUBJECT PROPERTY pursuant to said amendment to Planned Unit Development Zoning.

B. RESTRICTIONS.

- (i) Amendment of said Planned Unit Development conforms to the existing Agreement and Zoning of the SUBJECT PROPERTY to Planned Unit Development, and conforms with the current United City of Yorkville Zoning Ordinance.
- (iii) The uses permitted under the original Planned Unit Development and Annexation Agreement are permitted to specifically allow as a permitted use under the PUD Classification to operate a gas station with car wash and convenience center without an hour limitation on Lot 1 of the SUBJECT PROPERTY as described in Exhibit "A".
- (iv) No more than one (1) drive-thru facility shall be permitted as permitted uses within the commercial center located on Lot 2 and on Lot 3 of the SUBJECT PROPERTY as described in Exhibit "A" for a total of two (2) drive-thru facilities on the SUBJECT PROPERTY..

- (v) That paragraph 3(b) of the original Planned Unit Development and Annexation Agreement is hereby modified to delete any reference to a lack of sanitary sewer capacity available through Yorkville Bristol Sanitary District in that it has been a firmly represented that adequate sanitary sewer capacity currently exists to serve the SUBJECT PROPERTY.
- (vi) That paragraph 8(b) of said Planned Unit Development and Annexation Agreement is hereby modified to permit the design, construction, and location of a daycare center with rear yard setback to the north as shown on the Concept PUD Plan attached hereto and incorporated herein as Exhibit "B" (Concept PUD Plan). That the rear setback of said building includes on the rear yard berming, landscaping, and boundary line fencing to separate its proximity to neighboring residential uses to the north in conformity with Exhibit "B" (Concept PUD Plan) and the United City of Yorkville City Code Title 8, Chapter 12 (Landscape Ordinance) that is in effect at the date of approval of this PUD Amendment. OWNER/DEVELOPER is not required to maintain a four hundred (400') setback, said condition from paragraph 8(b) of said Planned Unit Development and Annexation Agreement having been herein modified and deleted.
- (vii) That paragraph 8(d) of the Planned Unit Development and Annexation Agreement is hereby modified to permit parking to be calculated for said daycare center use proposed on Lot 4 of the Concept PUD Plan. Said daycare use shall provide one (1) parking space per each employee plus one (1) parking space for every ten (10) students.

- (viii) That the Preliminary Planned Unit Development shall comply with City Code Title 8, Chapter 12 (Landscape Ordinance).
- (ix) OWNER/DEVELOPER has agreed to comply with Best Management Practices in the design, construction, and implementation of a stormwater control facility taking due account of potential chemicals, or petroleum products being detained, maintaining water quality standards and releasing no pollutants to Blackberry Creek.
- (x) OWNER/DEVELOPER will develop with the setbacks as set out in Exhibit "B" attached hereto and incorporated herein by reference and which is entitled Site Plan as prepared by Koziol Engineering Services and revised May 23, 2008.
- (xi) That in all respects, the subject development shall be in conformance with the terms and conditions of the Yorkville Zoning Ordinance, Subdivision Control Ordinance, and all other applicable Ordinances *except to the extent* modified herein.

C. RECAPTURE. Paragraph 4 of the original Planned Unit Development and Annexation Agreement is hereby modified to include item D to state: "The OWNER/DEVELOPER shall pay the CITY an amount of \$1,500.00 per acre of the SUBJECT PROPERTY plus 6% interest per annum calculated from July 1, 1995 immediately upon approval of a Final Plat of Subdivision or at the time of issuance of the first building permit on the SUBJECT PROPERTY, whichever occurs first per Resolution 1995-13.

D. RECAPTURE AGREEMENT. In the event the CITY requests the OWNER to construct a CITY improvement beyond that needed for the proposed development or other public improvement, including oversizing and or deepening of such improvements, which will

serve property other than the SUBJECT PROPERTY, and benefit other properties, then the CITY agrees to adopt recapture ordinances to reimburse the OWNER for such expenses including construction and other costs which may reasonably be expected to be incurred by the OWNER.

E. TIME OF THE ESSENCE. It is understood and agreed by the parties hereto that time is of the essence of this Agreement and that all of the parties will make every reasonable effort, to expedite the subject matter hereof. It is further understood and agreed by the parties that the successful consummation of this Agreement requires their continued cooperation.

F. COVENANTS AND AGREEMENTS. The covenants and agreements contained in this Agreement shall be deemed to be covenants running with the land during the term of this Agreement and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto, including the CITY, its corporate authorities and their successors in office, and is enforceable by order of the court pursuant to its provisions and the applicable statutes of the State of Illinois. Except to the extent modified herein the original Planned Unit Development and Annexation Agreement entered into between the parties are hereby ratified and re-confirmed as the Agreement of the parties.

G. BINDING EFFECT AND TERM. This First Amendment to Planned Unit Development and Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and Owner of record of land which is the subject of this Agreement, assignee, lessees, and upon any successor municipal authorities of said CITY, so long as development is commenced within a period of twenty years from the date of execution of this Agreement by the CITY.

H. NOTICE. Any notices required hereunder shall be in writing and shall be served upon any other party in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the CITY:

CITY Clerk  
800 Game Farm Road  
Yorkville, IL 60560

With a copy to:

Kathleen Field Orr, City Attorney  
800 Game Farm Road  
Yorkville, IL 60560

To OWNER/DEVELOPER:

HRM Properties and Development  
300 N. Lake Street  
Montgomery, IL 60538  
Attn: Harold Oliver

With a copy to:

Law Offices of Daniel J. Kramer  
1107A S. Bridge St.  
Yorkville, IL 60560

or to such other addresses as any party may from time to time designate in a written notice to the other parties.

I. ENFORCEABILITY. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties hereto by an appropriate action of law or in equity to secure the performance of the covenants herein contained.

In the event any portion of said agreement becomes unenforceable due to any change in Illinois Compiled Statutes or court decisions, said unenforceable portion of this Agreement shall be excised here from and the remaining portions thereof shall remain in full force and effect.

J. ENACTMENT OF ORDINANCES. The CITY agrees to adopt any ordinances which are required to give legal effect to the matters contained in this Agreement or to correct any technical defects which may arise after the execution of this Agreement.

Unofficial

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this  
day of \_\_\_\_\_, 2008.

UNITED CITY OF YORKVILLE

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

*Walter G. Wenderich*  
Valerie Bard, Mayor *Pro Tem*  
Walter G. Wenderich

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

*Lisa Puckering*  
DEPUTY CITY Clerk

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

*9/9/08*

OWNER/DEVELOPER:

HRM PROPERTIES AND DEVELOPMENT, LLC

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

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

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

*August 25, 2008*

Prepared by and Return to:

Law Offices of Daniel J. Kramer  
1107A S. Bridge Street  
Yorkville, Illinois 60560  
630.553.9500

EXHIBIT LIST

Exhibit "A"	Legal Description
Exhibit "B"	Concept PUD Plan

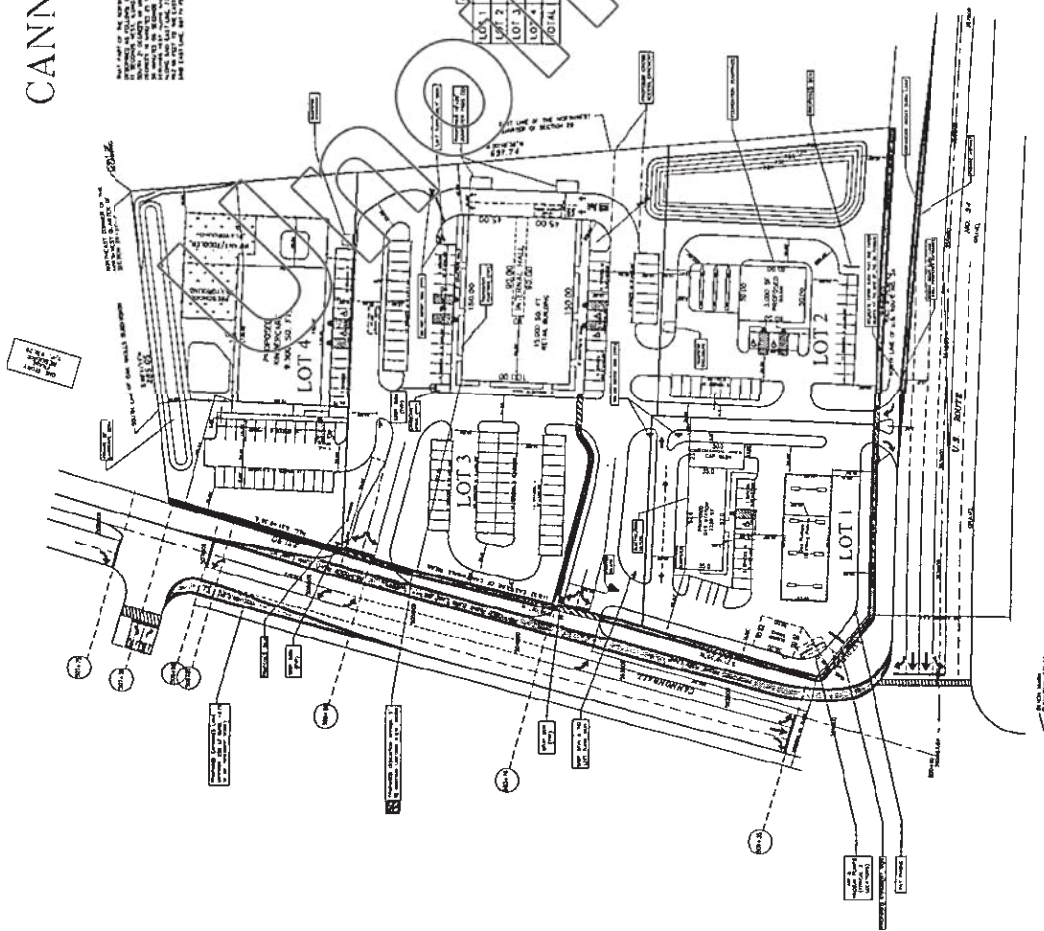
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**EXHIBIT "A"**

**LEGAL DESCRIPTION**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, THEN SOUTH 88°41'11" WEST, ALONG THE SOUTH LINE OF OAK KNOLLS SUBDIVISION, 285.05 FEET TO THE EAST LINE OF CANNONBALL TRAIL; THEN SOUTH 21°49'35" EAST ALONG SAID EAST LINE, 231.90 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 68°10'25" EAST ALONG SAID EAST LINE, 5.0 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 18°56'06" WEST ALONG SAID EAST LINE 118.52 FEET TO AN ANGLE POINT; THEN SOUTH 21°49'35" WEST ALONG SAID EAST LINE 185.73 FEET TO AN ANGLE POINT; THEN SOUTH 45°10'25" EAST ALONG SAID EAST LINE 73.20 FEET TO THE NORTHERLY LINE OF US ROUTE NO. 34; THEN EASTERLY ALONG SAID NORTHERLY LINE, 462.40 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00°49'35" ON SAID EAST LINE, 697.74 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 6.148 ACRES.

# CANNONBALL TRAILS SITE PLAN



**B-2 ZONING**

	REQUIRED	PROPOSED
LOT AREA (sqm)	10,000sq	44,519sq (LOT 1)
FRONT YARD (m)	N/A	N/A
SIDE YARD TO SIDE LOT LINE	30'	20' (LOT 1)
SIDE YARD ADJACENT TO STREET	30'	33.85' (LOT 1)
REAR YARD	30'	23.87' (LOT 2)
TRANSITIONAL YARD TO RESIDENTIAL	30'	30' (LOT 2)
LOT COVERAGE RATIO (max)	80%	75.0% (LOT 1)

	SQ. AREAS	ICR*	BUILDING AREAS	REQUIRED PARKING	#PROPOSED PARKING
LOA	0.97 ac.	2.8 E	2,200 sq GAS STATION	11 SPACES (3.3 /1000)	14 SPACES (4.66/1000)
LOT 2	1.17 ac.	2.8 E	2,000 sq BANK	10 SPACES (3.3 /1000)	23 SPACES (7.46/1000)
LOT 3	1.01 ac.	13.5 E	15,000 sq RETAIL	50 SPACES (3.3 /1000)	85 SPACES (5.66 /1000)
LOT 4	1.25 ac.	6.8 E	20,000 sq *INDOOR GARE	30 SPACES (THU)	30 SPACES (4 /1000)
LOT 5	1.50 ac.	29.850 SF		TOTAL = 101 SPACES	150 SPACES

✓ XCR INCLUDES ALL PERMANENT HARD (IMPERVIOUS) SURFACES

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STATE OF ILLINOIS       )  
  ) SS  
COUNTY OF KENDALL    )

**SECOND AMENDMENT TO AN ANNEXATION AGREEMENT BY AND  
BETWEEN THE UNITED CITY OF YORKVILLE, ILLINOIS AND  
DOVER DEVELOPMENT, LLC**  
(Cedarhurst of Yorkville formally known as Cannonball Trails)

This Second Amendment to an Annexation Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2017 by and between the United City of Yorkville, Illinois, a municipal corporation (the "City") and Dover Development, LLC, an Illinois Limited Liability Company (the "Developer")

**WITNESSETH**

**WHEREAS**, First National Bank of Ottawa (the "Owner") is the current owner of certain real property comprising approximately 6.14 acres located at the northeast corner of Illinois Highway 34 and Cannonball Trail; and,

**WHEREAS**, that real property is legally described in Exhibit A attached hereto and made a part hereof by reference and is hereinafter described as the "Subject Property"; and,

**WHEREAS**, the Subject Property was annexed pursuant to a PLANNED UNIT DEVELOPMENT AND ANNEXATION AGREEMENT (the "Original Agreement") dated August 10, 2000 entered into between the City and Old Kent Bank, successor trustee to Merchants National Bank of Aurora, Trustee under Trust #5085, Arthur Sheridan beneficiary thereof and Courthouse Square, LLC (the "Former Developer"); and,

**WHEREAS**, pursuant to the Original agreement the subject Property was annexed into the City and zoned into the O Office District with a Planned Unit Development plan; and,

**WHEREAS**, the City and the Former Developer entered in to a First Amendment to the Original Agreement which was dated September 9, 2008, approved by Ordinance No. 2008-66 dated July 22, 2008 that amended the approved Planned Unit Development with various exceptions and additions; and,

**WHEREAS**, the City pursuant to that First Amendment rezoned the Subject Property into the Planned Unit Development (PUD) zone by approval of Ordinance 2008-67 approved July 22, 2008; and,

**WHEREAS**, Developer is the contract purchaser of the Subject Property and desires to amend the terms of the Original Agreement as amended and seek approval of an amended Final Plat for a Planned Unit Development for development of the Subject Property with the underlying B-2 Retail Commerce Business District zoning; and,

**WHEREAS**, the development by the Developer requires an amendment of the Original Agreement as amended and the repeal of the First Amendment as it applies to the Subject Property; and,

**WHEREAS**, the Developer has filed application for an amended planned unit development approval for the Property; and,

**WHEREAS**, it is the desire of the City and Developer that the development and use of the Property proceed in accordance with the terms and provisions of this Agreement, and be subject to the applicable ordinances, codes and regulations of the City; and,

**WHEREAS**, public hearings, as required by law, have been duly held by the appropriate hearing bodies of the City upon the matters covered by this Agreement. The Planning and Zoning Commission conducted a public hearing on February 8, 2017 regarding the requested amended planned unit development, and the Corporate Authorities conducted the public hearing on this Agreement on February 14, 2017.

**WHEREAS**, all appropriate notices due to be given pursuant to applicable provisions of the Illinois Compiled Statutes and the City Code regarding matters in this Agreement have been given.

**WHEREAS**, The Corporate Authorities, after due and careful consideration, have concluded that the execution of this Agreement and the development of the Property as provided for herein, will inure to the benefit and improvement of the City in that it will increase the taxable value of the real property within its corporate limits, promote the sound planning and development of the City and will otherwise enhance and promote the general welfare of the people of the City.

**NOW, THEREFORE**, in consideration of the foregoing mutual covenants, agreements and conditions herein set forth, the City and the Developer agree as follows:

1. This Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et seq.) and the City ordinances, as amended from time to time. The above whereas clauses are hereby made a part of this Agreement by incorporation into this paragraph.

2. The City and Developer agree that the First Amendment as it applied to the Subject Property is hereby repealed in its entirety.

3. Zoning.

A. That paragraph 2 of the Original Agreement is hereby repealed.

B. The Subject Property has been classified by the City into the B-2 Retail Commerce Business District in accordance with the United City of Yorkville Zoning Ordinance and the Developer shall have the right to develop the Subject Property pursuant to said Zoning Ordinance, the City's subdivision Ordinance and all other ordinances applicable and in effect at the time of the development of the Subject Property.

C. During the term of the Original Agreement, in addition to the uses permitted in the City's B-2 Retail Commerce Business District and specifically the uses of assisted living, memory care, adult day care and medical offices; the uses permitted in the City's B-1 Local Business District, and O Office District shall also be permitted on the Subject Property.

4. That the City's Building Code as adopted in Section 8-2-1 of the Yorkville City Code, which is the 2009 edition of the International Building Code as amended and adopted at the date of approval of this Agreement, shall be the Building Code applied by the City for construction on the Subject Property until the termination of this Agreement. If during the term of this Agreement, the Building Code is modified to impose less restrictive requirements, such requirements shall inure to the benefit of the Developer.

5. That paragraph 3B of the Original Agreement is hereby repealed with an acknowledgement by the Yorkville-Bristol Sanitary District that it does have adequate sanitary sewer capacity to serve the Subject Property.

6. That paragraph 4(B), 4(C), 5 and 7 are hereby repealed with the acknowledgment that the City will not seek any recapture for infrastructure or roadway improvements, including the Cannonball Trail roadway improvements.

7. That paragraph 6 of the Original Agreement is repealed and any exception to the City's sign regulations shall be included in the revised Planned Unit Development plan approval below in Section 8; and,

8. That paragraph 8 of the Original Agreement is repealed. The City and Developer agree that the Final Planned Unit Development Plat, attached hereto and made a part hereof as Exhibit B, shall be approved by the City immediately after the approval of this Second Amendment. Said approval shall include the following exceptions to the Yorkville City Code:

A. Relief from Section 10-20-9 of the Zoning Ordinance regarding free-standing monument signage to permit three (3) monument signs on the property sized

up to 15' wide and up to 10' tall which exceeds the permitted number, overall size and location for such signage on business zoned properties, subject to the signs being constructed in phases; and

- B. Relief from Section 10-20-9-B of the Zoning Ordinance regarding temporary signage to permit a temporary development sign on the property with an overall size of 6' x 8' which exceeds the maximum overall size and height for such signage on business zoned properties.

9. That paragraph 11 of the Original Agreement is amended by providing that the copy of the notice to the City shall go to:

Kathleen Field Orr, City Attorney  
Kathleen Field Orr & Associates  
53 West Jackson Blvd. Suite 964  
Chicago, Illinois 60604

and notice to the Developer:

Dover Development, LLC  
120 South Central Avenue, Suite 1050  
Clayton, Missouri 63105

with a copy to

Jordan Dorsey  
Dover Development, LLC  
120 South Central Avenue, Suite 1050  
Clayton, Missouri 63105

10. That paragraphs 14 and 15 of the Original Agreement are repealed.

11. Severability. In the event any part or portion of this Agreement, or any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, said part, portion, clause, word or designation of this Agreement shall be deemed to be excised from this Agreement and the invalidity thereof shall not effect such portion or portions of this Agreement as remain. In addition, the City and Developer shall take all action necessary or required to fulfill the intent of this Agreement as to the use and development of the Property.

12. Agreement. This Agreement may be amended from time to time in writing with the consent of the parties, pursuant to applicable provisions of the City Code and Illinois Compiled Statutes. This Agreement may be amended by the City and the owner of record of a portion of the Property as to provisions applying exclusively thereto, without the consent of the owner of other portions of the Property not affected by such amendment.

13: That all other terms and conditions of the Original Agreement shall remain in full force and effect unless specifically modified by this Second Amendment.

IN WITNESS WHEREOF, the City and Developer have set their hands to this Agreement as of the day and year first above written.

DEVELOPER:

Dover Development, LLC.

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

Its: \_\_\_\_\_

And

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

Its: \_\_\_\_\_

CITY:

United City of Yorkville

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

Gary Golinski, Mayor

Attest

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

Beth Warren, City Clerk

**EXHIBIT A**  
**Legal Description of Subject Property**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 41 MINUTES 11 SECONDS WEST ALONG THE SOUTH LINE OF OAK KNOLLS SUBDIVISION, 317.68 FEET TO THE CENTER LINE OF CANNONBALL TRAIL; THENCE SOUTH 21 DEGREES 49 MINUTES 35 SECONDS WEST ALONG SAID CENTER LINE 219.07 FEET TO THE NORTHERLY LINE OF A TRACT CONVEYED TO KENDALL COUNTY BY DOCUMENT NO 907978; THENCE SOUTH 68 DEGREES 10 MINUTES 25 SECONDS EAST ALONG SAID NORTH LINE 35.0 FEET TO THE EAST LINE OF CANNONBALL TRAIL; THENCE SOUTH 18 DEGREES 56 MINUTES 6 SECONDS WEST ALONG SAID EAST LINE 198.25 FEET TO AN ANGLE POINT; THENCE SOUTH 21 DEGREES 49 MINUTES 35 SECONDS WEST ALONG SAID EAST LINE 185.73 FEET TO AN ANGLE POINT; THENCE SOUTH 45 DEGREES, 10 MINUTES 25 SECONDS EAST ALONG SAID EAST LINE 73.20 FEET TO THE NORTHERLY LINE OF U.S. ROUTE NO. 34; THENCE EASTERLY ALONG SAID NORTHERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7,538.42 FEET, AN ARC DISTANCE OF 462.40 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 49 MINUTES 35 SECONDS WEST ALONG SAID EAST LINE 697.74 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

(PERMANENT INDEX NUMBER: 02-29-100-004 AND 02-29-100-005)

**EXHIBIT B**  
**Final Planned Unit Development Plat**

PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING  
BEFORE  
THE UNITED CITY OF YORKVILLE  
CITY COUNCIL

NOTICE IS HEREWITH GIVEN THAT Dover Development, LLC, petitioner, has filed an application with the United City of Yorkville, Kendall County, Illinois, requesting authorization of an amendment to the existing Cannonball Trails Planned Unit Development and Annexation Agreement for the purpose of constructing a new two-story assisted living with memory care facility. The petitioner seeks to amend the previously approved exhibits in the Planned Unit Development to incorporate a revised conceptual site plan and to allow for all uses that are currently permitted in the B-1 Local Business District, B-2 Retail Commerce Business District and O Office District, specifically and without limitation to assisted living and memory care, adult daycare facilities and medical office uses. Additional requested amendments to the Planned Unit Development and Annexation Agreement relate to expiration of recapture payments, requirements for certain public infrastructure improvements and site signage. The real property consists of approximately 6.7 acres, and is generally located at the northeast corner of US HWY 34 (Veterans Parkway) and Cannonball Trail, in Yorkville, Illinois.

The legal description is as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 41 MINUTES 11 SECONDS WEST ALONG THE SOUTH LINE OF OAK KNOLLS SUBDIVISION, 317.68 FEET TO THE CENTER LINE OF CANNONBALL TRAIL; THENCE SOUTH 21 DEGREES 49 MINUTES 35 SECONDS WEST ALONG SAID CENTER LINE 219.07 FEET TO THE NORTHERLY LINE OF A TRACT CONVEYED TO KENDALL COUNTY BY DOCUMENT NO 907978; THENCE SOUTH 68 DEGREES 10 MINUTES 25 SECONDS EAST ALONG SAID NORTH LINE 35.0 FEET TO THE EAST LINE OF CANNONBALL TRAIL; THENCE SOUTH 18 DEGREES 56 MINUTES 6 SECONDS WEST ALONG SAID EAST LINE 198.25 FEET TO AN ANGLE POINT; THENCE SOUTH 21 DEGREES 49 MINUTES 35 SECONDS WEST ALONG SAID EAST LINE 185.73 FEET TO AN ANGLE POINT; THENCE SOUTH 45 DEGREES, 10 MINUTES 25 SECONDS EAST ALONG SAID EAST LINE 73.20 FEET TO THE NORTHERLY LINE OF U.S. ROUTE NO. 34; THENCE EASTERLY ALONG SAID NORTHERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7,538.42 FEET, AN ARC DISTANCE OF 462.40 FEET TO THE EAST LINE OF SAID

NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 49 MINUTES 35 SECONDS WEST ALONG SAID EAST LINE 697.74 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.  
(PERMANENT INDEX NUMBER: 02-29-100-004 AND 02-29-100-005)

NOTICE IS HEREWITH GIVEN THAT the City Council for the United City of Yorkville will conduct a public hearing on said application on Tuesday, February 14, 2017 at 7 p.m. at the United City of Yorkville, City Council Chambers, 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.

Application and information materials regarding this notice are available for public review and any questions or written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois. All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

BETH WARREN  
City Clerk

BY: Lisa Pickering  
Deputy Clerk



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

Agenda Item Number

Consent Agenda #1

Tracking Number

ADM 2017-07

### Agenda Item Summary Memo

**Title:** Employee Manual Amendment – Cell Phone Policy

**Meeting and Date:** City Council – February 14, 2017

**Synopsis:** Revising Section 2.21.2 Cell Phone Policy of the City of Yorkville Employee Manual  
and adding a NEW appendix item to the Employee Manual: Cellular Phone Agreement.

#### 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:** Erin Willrett  
Name

Administration  
Department

#### Agenda Item Notes:

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# Memorandum

To: City Council  
From: Erin Willrett, Interim Assistant City Administrator  
CC: Bart Olson, City Administrator  
Date: December 7, 2016  
Subject: Revising Section 2.21.2 Cell Phone Policy and adding a NEW appendix item: Cellular Phone Agreement, United City of Yorkville Employee Manual

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## **Summary**

Revising Section 2.21.2 Cell Phone Policy of the City of Yorkville Employee Manual and adding a NEW appendix item to the Employee Manual: Cellular Phone Agreement.

## **Background**

Section 2.21.2 outlines the cellular phone policy for an employee with a City issued cellular phone or a personal cellular phone with a City reimbursement. The new policy states clearly, if the employee elects to use a personal cellular phone with a City reimbursement and the phone is damaged, the individual is NOT personally responsible when the damage is a direct result of City job related duties or responsibilities. In that case, the personal cellular phone WILL be repaired or replaced at the expense of the City (up to a maximum of \$200.00). The employee must have made a reasonable accommodation to protect this equipment. If the City finds the damage was not a result of City job related duties or responsibilities the EMPLOYEE is responsible for the repair or replacement cost.

## **Recommendation**

Staff recommends amending Section 2.21.2 Cell Phone Policy of the City of Yorkville Employee Manual as attached in the red-lined version. As you can see, this clearly defines employee options for obtaining a cellular phone (City-Issued Cellular Phone or Personal Cellular Phone with a City reimbursement), responsibilities of the employee, as well as outlining a more specific repair and replacement section.

It is also staff's recommendation to add a NEW appendix item: Cellular Phone Agreement (attached). This agreement between the City and the employee outlines general guidelines, responsibilities, replacement and/or repair guidelines and it also generates documentation for the City. This agreement will serve as a record that the employee has read Section 2.21.2 (as revised) and records the employee's option for reimbursement, or to be issued a city-owned cellular phone.

This updated policy will make the cellular phone policy/practice for obtaining, using, upgrading or fixing a cellular phone more understandable to all employees.

**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**, it has been determined to be in the best interests of the City to amend Section 2.21.2 and add a new Appendix 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 2.21.2 and a new Appendix 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 \_\_\_\_\_  
CARLO COLOSIMO \_\_\_\_\_  
JACKIE MILSCHEWSKI \_\_\_\_\_  
SEAVAR TARULIS \_\_\_\_\_

KEN KOCH \_\_\_\_\_  
DIANE TEELING \_\_\_\_\_  
JOEL FRIEDERS \_\_\_\_\_

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

\_\_\_\_\_  
MAYOR

*Attest:*

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

## Section 2.21.2 Cell Phone Policy

This policy is intended to provide guidelines for the proper use of cellular telephones. Cellular telephones are provided to employees as business needs indicate. ~~City employees who have been issued a city cell phone are advised that all calls made to or from the city cell phone can be subject to a Freedom of Information Act review by the public. There should be no expectation of privacy.~~ An employee who violates the terms of this policy may be subject to disciplinary action including suspension and/or termination as stated in section 5 of the employee manual.

### ~~Section 2.21.2.1 Procedure~~

~~If a Director determines that an employee needs a cellular telephone or an upgrade to an existing cellular telephone, a detailed written request must be submitted to the Finance Director as part of the requisition process. This request must include:~~

- ~~a. The estimate of the annual cost and where the expense is budgeted.~~
- ~~b. The reason for the request, and whether it will enhance emergency response, employee safety, or work efficiency.~~
- ~~c. The adequacy of the present system of communication, and if a cellular telephone is the most appropriate and economical choice.~~
- ~~d. How much time the user spends in the field each day.~~
- ~~e. How frequently the cellular telephone will be used.~~

### ~~Section 2.21.2.2 Allotted Minutes~~

~~The maximum authorized number of minutes per person is as follows:~~

<del>Department Heads and Elected Officials</del>	<del>1,000 minutes</del>
<del>Foremen, Managers, Police Personnel &amp; Supervisors</del>	<del>750 minutes</del>
<del>All other employees</del>	<del>400 minutes</del>

~~This is to be used as a general guide and may change depending upon the City's vendor and/or the City's needs.~~

### Section 2.21.2.31 Eligibility Criteria

Employees eligible for assignment of City-owned cellular telephones are those designated by the City Administrator and/or the Chief of Police, including (but not limited to):

1. Employees who are frequently in a vehicle, if the individual must conduct City business by the telephone while in the field, and it can be shown that cost savings and customer service efficiently will be realized through the use of such devices;
2. Employees who have a critical need to maintain accessibility with other department directors, City management staff and public officials, in order to insure uninterrupted customer services and/or the integrity of the City;
3. Public safety positions, as determined by the Chief of Police, as necessary to provide immediate and direct telephone communications with citizens, outside agencies cooperating in operations, or other resource entities outside of City government, and to provide for communications which may be inappropriate for mobile radios;
4. Department Heads and employees who have responsibility for responding to public safety incidents in the field.

#### **Section 2.21.2 Business Use of Cellular Phones**

Where job or business needs demand immediate access to an employee, the City may issue a City-owned cell phone or allow an employee to elect a cell phone stipend for business use of their personal phone in accordance with the Cellular Phone Allowance Agreement (found in Appendix X). The Cellular Phone Allowance Agreement allows employees to use a single phone for personal and business use through reimbursing the City for personal use of a phone or by receiving a stipend to use their personal phone for business use.

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#### **Section 2.21.2.3 Employee Responsibilities**

Employees are required to obey all laws governing the operation and use of vehicle in effect at the time. Violation of any traffic law or rule, regardless of whether a citation is issued or the disposition of any charges, is grounds for discipline, up to and including termination.

In situations where job responsibilities include regular driving and accepting of business calls, hands-free equipment will be provided to facilitate the provisions of this policy.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are permitted a cell phone for business use, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. Employees have the responsibility to use all City equipment and contracted equipment with prudence and reasonable care. While driving a vehicle, employees

~~should make every effort not to make outgoing calls or answer a phone if it will prohibit them from operating a vehicle in a safe manner.~~

Employees will be allowed to review the invoices for the cellular phone assigned to them and be prepared to verify the calls listed on the invoice. Employees will reimburse the City for all charges determined to be inappropriate by the Department Head, Finance Director or City Administrator.

Reimbursements shall be made within 30 days of receipt of invoice by the department at the overage rate of the approved City's vendor.

Employees in possession of company equipment such as cellular phones are expected to protect the equipment from loss, damage or theft. Failure to maintain a working phone and appropriate service contract will result in the immediate cancellation of the stipend payment.

The use of camera phones to photograph City employees or information is strictly prohibited without the express permission of the Department Head. This is necessary to secure employee privacy, and other business information.

The employee shall release records of cellular phone use in compliance with City and State regulations and policies. This includes information pertaining to City business that may be subject to the Freedom of Information Act, as well as cellular phone records in the event of an accident or injury in which such records may help determine the cause of such accident.

#### **Section 2.21.2.~~54~~ Department Head Responsibilities**

Department Heads will receive a copy of the cellular telephone invoice each month. It is the department head's responsibility to review all cellular telephone invoices on a regular basis to insure that cellular telephones are used appropriately and that the City is reimbursed for calls that cannot be identified as official use. Any misuse of cellular telephones assigned to their department should be addressed immediately upon discovery.

As with any policy, Department Heads are expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

~~An employee who violates the terms of this policy may be subject to disciplinary action including suspension and/or termination as stated in section 5 of the employee manual.~~

#### **Section 2.21.2.~~65~~ Repairs and Replacements of Equipment**

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If there is a potential that equipment may be lost or damaged, the employee is responsible for making reasonable accommodations to protect the equipment. City provided cellular telephone equipment will be repaired or replaced according to one of the following:

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1. Personal Cellular telephone equipment with a City reimbursement that requires repair or replacement due ~~to normal wear and tear,~~ damage as a result of City job related duties or responsibilities or a situation outside the control of the employee will be repaired or replaced at the expense of the City (up to a maximum of \$200.00). The employee must have made a reasonable accommodation to protect this equipment. City-issued cellular telephone equipment that requires repair or replacement due to normal wear and tear, damage as a result of City job related duties or responsibilities or a situation outside the control of the employee will be repaired or replaced at the expense of the City.
2. ~~Cellular equipment that requires repair or replacement due to employee negligence, including but not limited to: misuse, abuse, carelessness, misplacement, will be repaired or replaced at the expense of the City, however this will be subject to corrective action as determined by the department director or designee.~~In the event that the loss or damage is determined not to be in the course of employment or is found to be due to the employee's negligence, no reimbursement shall be made. Replacement/Repair shall only be provided after approval by the employee's Department Head and City Administrator. This will be subject to corrective action as determined by the Department Head or designee.

#### **Section 2.21.2.76 Termination**

Upon termination, the employee is to return his/her City issued cellular telephone as well as any accessories to the City. The City issued telephone number is the property of the City and shall remain under the City's ownership.

Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges will be considered to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss.

Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the phone for return or inspection. Employees unable to present the phone in good working condition within the time period requested may be expected to bear the cost of a replacement.

## **(NEW)Appendix X**

### **Cellular Phone Agreement**

In accordance with Cellular Phone Policy of the United City of Yorkville Employee Manual, the City may choose to provide cellular telephones or a cellular telephone allowance to certain employees in order to better meet the City's needs. Department Heads, with approval of the City Administrator, decide which employees are eligible to receive City-issued cellular phone equipment or enter into a shared cellular phone agreement.

The purpose of the Shared Cellular Phone Agreement is to allow flexibility for City employees required to carry a phone or mobile device as part of their job, while keeping cellular services cost neutral to the City. The ability to enter into a shared cellular phone agreement is subject to approval of the Department Head and City Administrator.

### **Cellular Phone Reimbursement**

Employee's eligible for a cell phone may elect to receive an allowance in lieu of a City-issued cell phone. In receiving a reimbursement, the employee agrees to comply with the following guidelines:

#### General Guidelines

- A. Privately owned cellular phones and smart phone devices may be used for a combination of personal and business use. Eligible persons receiving such allowance shall be solely responsible for the costs of private ownership including but not limited to the purchase, activation, and replacement of such devices and any increase in personal income tax liability. Any person who receives an allowance may add extra services, equipment or features as desired at his/her own expense.
- B. The City is not responsible for purchasing, nor shall the City contribute any funds toward the purchase of personal cellular phone equipment or accessories. The employee is responsible for making full and timely payments directly to the cellular service vendor, as negotiated in the employee-vendor contract. The City shall make approved reimbursements directly to the employee only, not to the vendor.
- C. The City is not responsible for loss, damage, or stolen equipment, unless loss or damage occurred while the employee was conducting his or her assigned job duties. The City shall reimburse the employee in accordance with the phone reimbursement amounts outlined above and in an amount not to exceed the employee's actual costs.
- D. The employee understands that he or she is responsible for maintaining the cellular phone in good working order, keeping the unit properly charged, ensuring it receives adequate signal in the areas the individual is likely to work, and available for the employee to answer calls from City staff during the timeframe defined by the employee's supervisor.
- E. The City is not responsible for any damage or loss resulting from the installation, removal, or use of City-provided software or services on personal equipment. The City's

IT service provider only supports City-provided software and services, and will not assist with the connection to personal software or services (home e-mail, calendars, etc.).

- F. Use of personal mobile devices for City business will follow the same policies as those outlined in the Cellular Phone Policy in the City's Employee Manual when the employee is on duty. These include restrictions on use of the cell phone while driving and limits to personal use while on duty. Employees are responsible for making themselves familiar with this section.
- G. The employee shall release records of cellular phone use in compliance with City and State regulations and policies. This includes information pertaining to City business that may be subject to the Freedom of Information Act, as well as cellular phone records in the event of an accident or injury in which such records may help determine the cause of such accident.

### **Replacement and Repair of Damaged Phones**

Employees must report the damage or loss of a City-owned phone within 24 hours of the incident. The Department Head or City Administrator shall determine whether or not the loss or damage occurred in the course of the employee's duties and whether the employee was exercising reasonable care and caution under the circumstances. In the event that the loss or damage is determined not to be in the course of employment or is found to be due to the employee's negligence, no reimbursement shall be made. Replacement/Repair shall only be provided after approval by the employee's Department Head and City Administrator.

*Cellular phone allowance participants:* Should an employee's phone become damaged or lost **as a direct result of the employee's responsibilities for the City**, the employee shall be eligible for a reimbursement for the repair or replacement of such item(s). Employees receiving a phone allowance are eligible for reimbursement for the actual cost to replace or repair the phone deemed to have been damaged during normal work duties up to a maximum of \$200. Reimbursements will be made upon proof of purchase or repair.

*Reimbursement for City Phone Use:* Should a City phone become damaged or lost as a direct result of the employee's responsibility for the City, the City will issue a new phone at its cost. If a City phone is determined to be damaged or lost during the course of personal use, unrelated to City use or as a result of an employee's negligence, the employee will be responsible for reimbursing the City the full cost of replacing the phone.

**Shared Cellular Service Election**

\_\_\_\_\_ I elect to receive a reimbursement in lieu of a City issued cellular phone.

\_\_\_\_\_ I do not wish to receive a reimbursement in lieu of a City issued cellular phone. I understand that use of a City-issued phone will be for work purposes only.

I have read and understand the City's Cellular Phone Allowance Policy and agree to follow the regulations outline above.

Name (Print): \_\_\_\_\_

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

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

Department Head Signature: \_\_\_\_\_

City Administrator Signature: \_\_\_\_\_

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Finance Department Only

Expense Account #: \_\_\_\_\_

Invoice #: \_\_\_\_\_

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



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

Agenda Item Number

Consent Agenda #2

Tracking Number

ADM 2017-08

### Agenda Item Summary Memo

**Title:** Code Amendment Regarding the Appointment of Municipal Officers

**Meeting and Date:** City Council – February 14, 2017

**Synopsis:** See attached.

### Council Action Previously Taken:

Date of Action: ADM – 1/18/17 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2017-08

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Bart Olson Administration  
Name Department

### Agenda Item Notes:

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**Ordinance No. 2017-\_\_\_\_\_**

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING THE YORKVILLE CITY CODE AS IT RELATES TO THE APPOINTMENT OF MUNICIPAL OFFICERS**

**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 as it related to the appointment of Municipal Officers.

**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 1 of the Yorkville City Code is hereby amended by deleting Section 1-6-1 in its entirety and inserting in lieu thereof the following:

**1-6-1: MUNICIPAL OFFICERS:**

- A. Appointive Officers: At the first meeting of the fiscal year after the election of the mayor meeting, the mayor by and with the advice and consent of the city council shall appoint the following officers: city clerk, city treasurer, city administrator, director of finance, director of public works, chief of police, director of parks and recreation, building inspector/zoning officer, city engineer, city attorney, budget officer. Each appointment shall be in effect until the removal from office of the officer (see section [1-6-2](#) of this chapter), but in no event shall extend beyond the term of the mayor.
- B. Elected Officials: The annual election for four (4) aldermen and mayor shall be held on the first Tuesday of April in each odd numbered year. Said aldermen shall hold their offices for the terms of four (4) years and until their successors are elected and qualified.

All elected municipal officers shall commence their term at the first regular or special meeting of the corporate authorities during the month of May following such election.

**Section 2.** That Title 1 of the Yorkville City Code is hereby amended by deleting Section 1-6A-1 in its entirety and inserting in lieu thereof the following:

The city clerk shall receive such compensation as shall be fixed from time to time by ordinance, resolution, or vote of the city council as recommended through the adopted city salary schedule.

**Section 3.** That Title 1 of the Yorkville City Code is hereby amended by deleting Section 1-6A-2 in its entirety and inserting in lieu thereof the following:

It shall be the duty of the city clerk to:

- A. Attend all regular and special meetings of the City Council including executive sessions and keep minutes of the same.
- B. Maintain the power and duty to execute all documents required by law or ordinance.
- C. Perform all other duties defined statutorily to be performed by the city clerk as well as any additional duties as determined from time to time by the corporate authorities.

**Section 4.** That Title 1 of the Yorkville City Code is hereby amended as follows:

“1-6B-1: Duties” shall be renumbered as “1-6B-2: Duties” and Section 1-6B-1 shall now read “The city treasurer shall receive such compensation as shall be fixed from time to time by ordinance, resolution, or vote of the city council as recommended through the adopted city salary schedule.”

“1-6B-2: Deputy Treasurer” shall be renumbered as “1-6B-3: Deputy Treasurer”

“1-6B-2-1: Position Created” shall be renumbered as “1-6B-3-1: Position Created”

“1-6B-2-2: Appointment, Term, Removal” shall be renumbered as “1-6B-3-2: Appointment, Term, Removal”

“1-6B-2-3: Compensation” shall be renumbered as “1-6B-3-3: Compensation”

“1-6B-2-4: General Duties” shall be renumbered as “1-6B-3-4: General Duties”

**Section 5.** This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

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

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CITY CLERK

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

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

Agenda Item Number

Consent Agenda #3

Tracking Number

ADM 2017-11

### Agenda Item Summary Memo

**Title:** Interior Painting RFP Results and Recommendation

**Meeting and Date:** City Council – February 14, 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 2017-11

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Erin Willrett  
Name

Administration  
Department

### Agenda Item Notes:

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# Memorandum

To: City Council  
From: Erin Willrett, Assistant City Administrator  
CC:  
Date: December 20, 2016  
Subject: Interior Painting Bid- City Hall

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## **Summary**

Discussion of the bids received for the Interior Painting of City Hall and the Police Department.

## **Background**

The City went out for bids on November 9, 2016. Nine bids were received on December 7, 2016 from:

- Allied Painting Services
- Alpha Building Maintenance Services
- Capital Painting
- GP Maintenance
- K & J Painting
- Mohan Blasting and Coatings
- Muscat Painting
- Nedrow Decorating Inc
- Tiles in Style LLC

A summary of the pricing results are attached. There was one letter of concern received from the Painters District Council 30 regarding the Illinois Prevailing Wage Act and the definition of “responsible” bidder. After further review, all bidders affirmed on the bid document that the company would pay the prevailing wage rate and reference inquiries were completed to ensure that the work they have done in the past yielded positive results.

## **Recommendation**

Staff recommends moving forward with a contract for Alpha Building Maintenance Services to do the interior painting at City Hall and the Police Department for \$18,875.00. If the Committee agrees, staff would draft a contract for approval at a future City Council meeting.

Name	Painting Interior Cost
Alpha Building Maintenance Services	\$18,875.00
Allied Painting Services	\$23,480.00
Muscat Painting	\$32,478.00
Capital Painting	\$36,745.00
K & J Painting	\$37,780.00
Nedrow Decorating Inc	\$38,990.00
Mohan Blasting and Coatings	\$48,085.60
GP Maintenance	\$74,000.00
Tiles in Style LLC	\$88,196.54

Paint Schedule:  
A = Sherwin Williams – Amazing Gray (SW 7044)  
B = Sherwin Williams – Essential Gray (SW 6022)  
C = Sherwin Williams – Secure Blue (SW 6508)

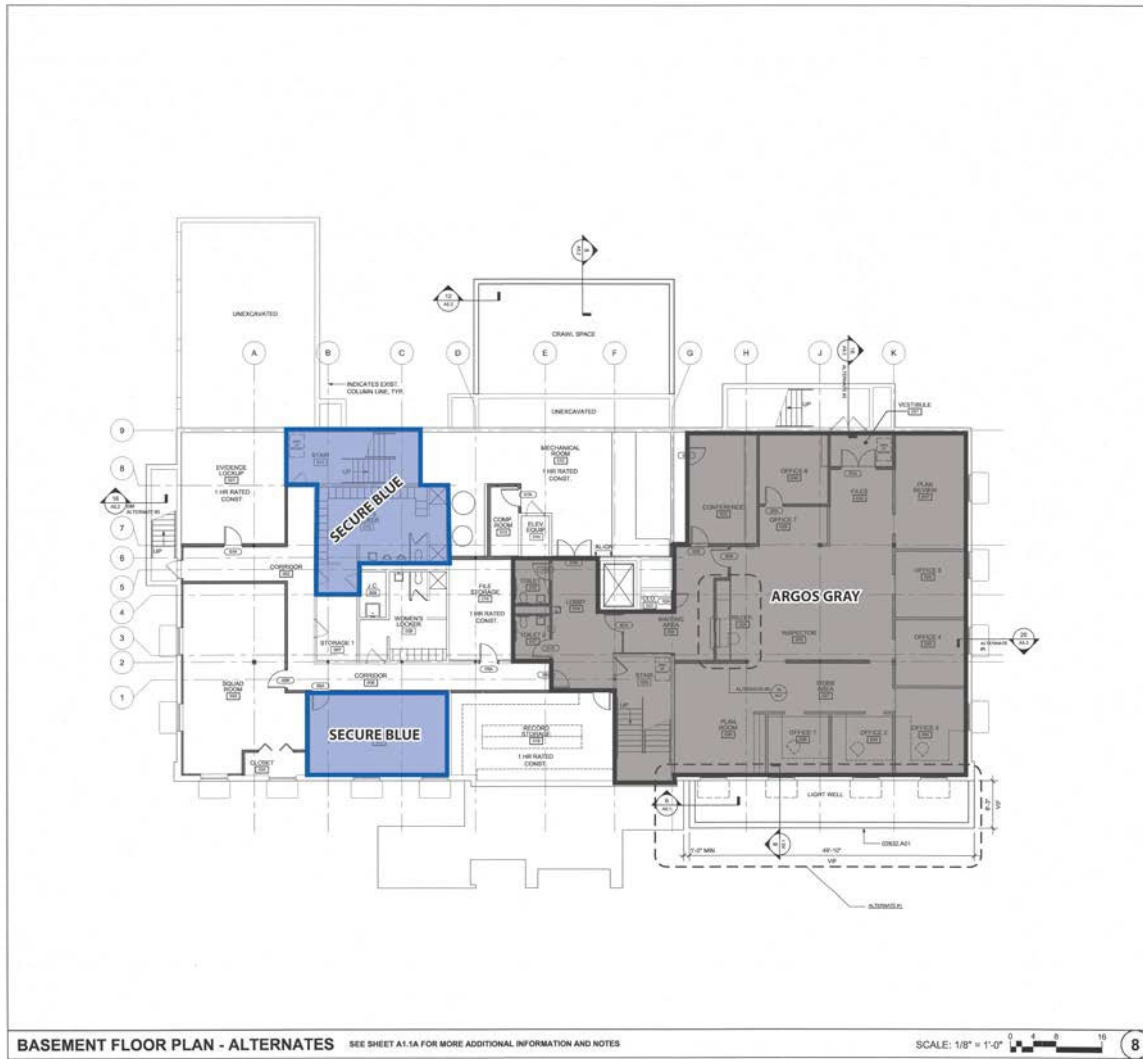


Lower Level – Refer to lower level floor plan provided below.

Paint Schedule:

A = Sherwin Williams – Argos (SW 7065)

B= Sherwin Williams – Secure Blue (SW 6508)



**RESOLUTION No. 2017-\_\_\_\_**

**A RESOLUTION AUTHORIZING A CONTRACT WITH ALPHA BUILDING  
MAINTENANCE SERVICE, INC. FOR THE INTERIOR  
CITY HALL PAINTING PROJECT**

**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 has previously advertised for bids on November 9, 2016 for the City Hall Painting Project and received nine bids on December 7, 2016; and,

**WHEREAS**, based upon a review of the bids received and determination as to the qualifications of the bidders, the corporate authorities of the United City of Yorkville have determined that Alpha Building Maintenance Service, Inc. of Homer Glen, Illinois, having submitted a bid in the amount of \$18,875.00 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 bid submitted by Alpha Building Maintenance Service, Inc., in the amount not to exceed \$18,875.00 is hereby accepted, and the Mayor and City Clerk are hereby authorized and directed on behalf of the United City of Yorkville to execute a CONTRACT FOR THE INTERIOR PAINTING OF CITY HALL AT 800 GAME FARM ROAD, YORKVILLE, ILLINOIS with Alpha Building Maintenance Service, Inc., as attached hereto and made a part hereof as Exhibit A.

**Section 2:** That this resolution shall be in full force and effect from and after its passage and approval according to law.

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

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

CARLO COLOSIMO \_\_\_\_\_

KEN KOCH \_\_\_\_\_

JACKIE MILSCHEWSKI \_\_\_\_\_

DIANE TEELING \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

JOEL FRIEDERS \_\_\_\_\_

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 THE INTERIOR PAINTING OF CITY HALL AT 800 GAME FARM ROAD, YORKVILLE, ILLINOIS**

**THIS CONTRACT** made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the “City” and Alpha Building Maintenance Service, Inc., an Illinois corporation located at 12713 Hadley Road, Homer Glen, Illinois, 60491, hereinafter called the “Contractor”.

### **WITNESSETH:**

**WHEREAS**, the City issued a Request for bids for interior painting of City Hall; and,

**WHEREAS**, the City received bids and reviewed said bids to determine the bidder that was the lowest responsible bidder and that said bid was in the best interest of the City; and,

**WHEREAS**, the City Council has determined that to enter into a contract with Alpha Building Maintenance Service, Inc., 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:

The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the interior painting of City Hall in accordance with the terms and conditions stated in the:

INVITATION TO BID, SPECIFICATIONS, SPECIAL CONDITIONS, GENERAL CONDITIONS and completed bid form attached hereto and made a part hereof as Exhibit 1.

**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: Alpha Building Maintenance Service, Inc.

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

\_\_\_\_\_  
Print Name and Title

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

\_\_\_\_\_  
Print Name and Title

**United City of Yorkville, Illinois**  
**800 Game Farm Road, Yorkville, Illinois 60560**  
**Invitation to Bid**

The United City of Yorkville, Illinois will accept bids for:

**Interior Painting of the City Hall, 800 Game Farm Road,  
Yorkville, IL 60560**

Sealed bids will be received at the Office of the Administrator, at 800 Game Farm Road, Yorkville, Illinois 60560 **until 10:00 AM on December 7, 2016.**

Bids will be publicly opened and read at that time in the conference room of the City Hall Office, 800 Game Farm Road, Yorkville, Illinois. Bids should be submitted in sealed envelopes plainly marked "Interior Painting City Hall".

Bids are being solicited only from responsible and established bidders known to be experienced and regularly engaged in this work. Satisfactory evidence that the bidder has the necessary capital, equipment and personnel to do the work may be required.

The City Council reserves the right to reject any or all bids and to accept any bid, or portion thereof, which, is most advantageous to the City.

General questions regarding this bid shall be directed to Erin Willrett, Interim Assistant City Administrator at 630-553-8574. All detailed questions concerning the actual specifications are to be forwarded by email to [ewillrett@yorkville.il.us](mailto:ewillrett@yorkville.il.us) not less than ten (10) business days prior to the scheduled closing date.

The person or firm submitting the bid 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 bid.

# SPECIFICATIONS

## **Scope of Project:**

The successful bidder shall complete the following work.

1. Include all labor, materials, and equipment for painting and finishing as described within the following scope of work details.
2. Paint finishes being Eggshell, submitting samples of each color for final approval before starting project. Prior to starting work, schedule a walk through for final verification of finishes and locations.
3. Mix and store paints in a safe area and provide proper protection for walls, floors, and building.
4. Paint all exposed drywall, and metal railings.
5. Examine building and conditions during walk through and identify any areas that are not clear or of concern.
6. Identify any surfaces to be painted that are not acceptable before proceeding.
7. Comply with manufacturers written instructions and recommendations for application of the paint products.
8. Clean surfaces of substances that could impair bond of paints, including, dirt, oil, grease and incompatible paints. Prepare previously painted surfaces to successfully receive new finishes. Use applicators and techniques suited for the surfaces to be finished.
9. At the end of each work day remove rubbish, empty cans, rags and other discarded materials from the project site. After completing paint application clean spattered surfaces, removed spattered paints by washing, scraping or other methods. Do not scratch or damage adjacent finished surfaces. Protect work of other trades against damage from paint application.
10. At completion of project touch-up and restore damage or defaced surfaces and provide and follow-up to punch-list items identified by owner and owner's representative.
11. Ceilings and soffits – Prepare ceilings and soffits for new coating, spot prime repaired areas, provide repairs, provide 1-coat latex flat paint to ceilings and soffits.
12. General Painting – Prepare items to be painted as required prior to applying new coating. Spot prime repaired areas. Apply 2-coats latex enamel to walls and surfaces. Apply 2-coats acrylic enamel to metal stair railings.
13. Remove items from walls before commencing work and reinstall at completion. Owner will provide direction on any items they do not want reinstalled.
14. Move all furniture and filing cabinets before commencing work and move back to the original location at completion.

Paint Schedule:  
A = Sherwin Williams – Amazing Gray (SW 7044)  
B = Sherwin Williams – Essential Gray (SW 6022)  
C = Sherwin Williams – Secure Blue (SW 6508)

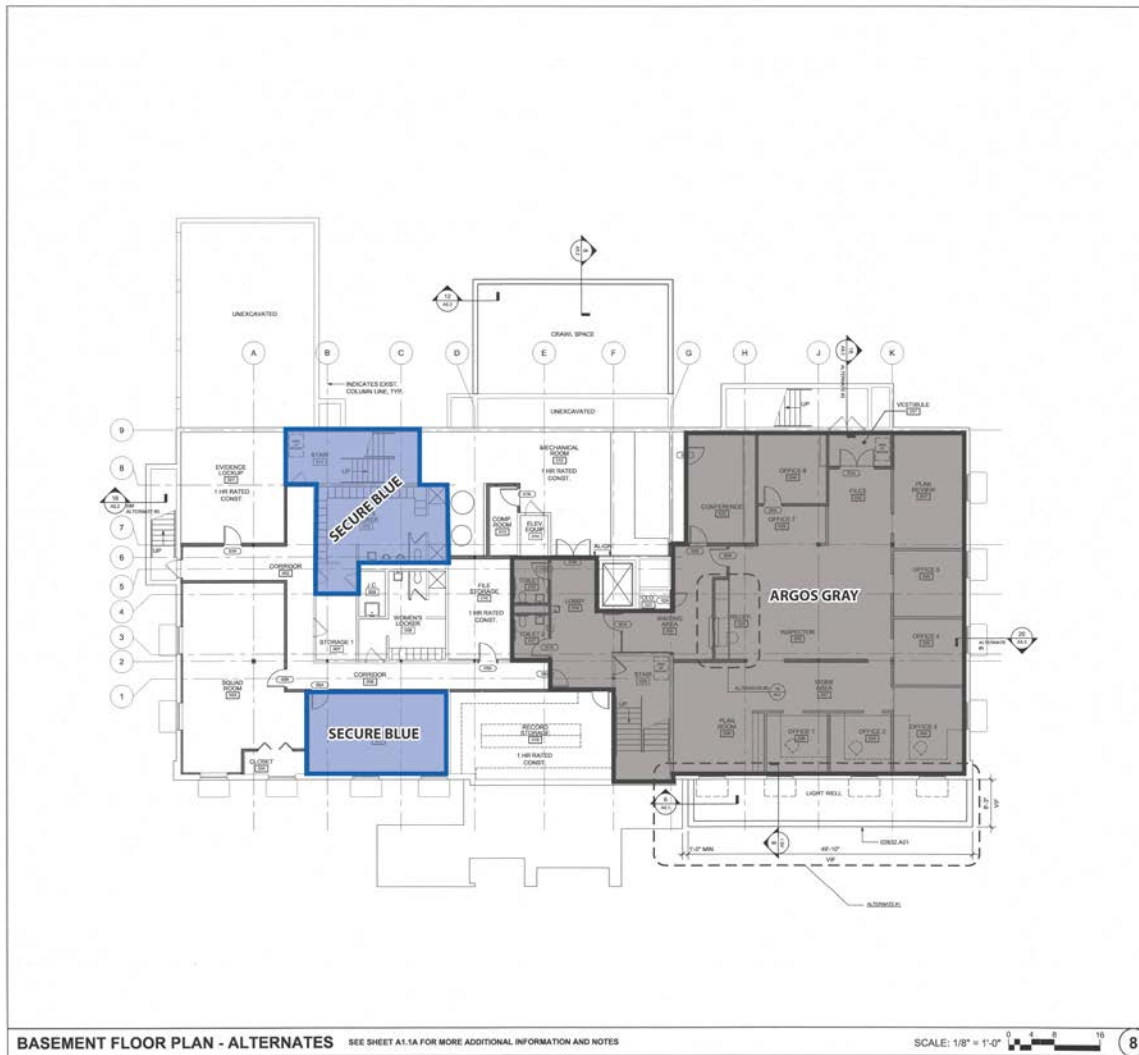


16. Lower Level – Refer to lower level floor plan provided below.

Paint Schedule:

A = Sherwin Williams – Argos (SW 7065)

B= Sherwin Williams – Secure Blue (SW 6508)



## UNITED CITY OF YORKVILLE, ILLINOIS SPECIAL CONDITIONS

1. *Persons submitting bids Qualifications.* If requested, the interested Person submitting the bid must provide a detailed statement regarding the business and technical organization of the Person submitting the bid 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 bid is equipped and prepared to fulfill the Contract should the Contract be awarded to him. The competency and responsibility of Persons submitting bids and of their proposed subcontractors will be considered in making awards.

If requested by the City, the Person submitting the bid shall include a complete list of all equipment and manpower available to perform the work intended. The list of equipment and manpower must prove to the City that the Person submitting the bid 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 bid shall furnish to the City all such information and data for this purpose as the City may request. A responsible Person submitting the bid 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 bid 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 bids 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 City Administrator 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.

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 City Administrator.

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 therefrom, 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 City Administrator, 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 Administrator 48 hours prior to commencement of work.

7. *Cleaning:* During work, 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 City Administrator.

## UNITED CITY OF YORKVILLE, ILLINOIS

### GENERAL CONDITIONS

These General Conditions apply to all bids requested and accepted by the City and become a part of the contract unless otherwise specified. Persons submitting bids or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting. The City assumes that submission of a bid means that the person submitting the bid has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. **Forms** – All bids must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces. All bid forms may be obtained from the **City Administration Office, 800 Game Farm Road, Yorkville, Illinois 60560** and when completed delivered to the same Office prior to the bid closing date and time. Persons submitting bids may attach separate sheets for the purpose of explanation, exception, or alternative bid and to cover required unit prices.
2. **Submittal of Bid** – Bids must be submitted to the attention of the City Administrator.
3. **Examination of Bid, Specifications, and Site** – The person submitting the bid shall carefully examine the bid forms which may include the request for bid, instruction to Persons submitting bids, general conditions, special conditions, plans, specifications, bid form, bond, and any addenda to them, and sites of the proposed work (when known) before submitting the bid. The person submitting the bid shall verify all measurements relative to the work, shall be responsible for the correctness of same. The person submitting the bid will examine the site and the premises and satisfy themselves as to the existing conditions under which the person submitting the bid will be obligated to operate. Failure of the person submitting the bid 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 submission of the bid shall be considered conclusive evidence that the person submitting the bid 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 bid forms. If the bid is accepted, the person submitting the bid will be responsible for all errors in his bid 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 bid 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 bid 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 bid shall provide adequate protection of the job site to protect the general public. The City is not responsible for area safety. The person submitting the bid is solely and exclusively responsible for construction means, methods, technologies and site safety.
5. **Completeness** – All information required by the Bid must be supplied to constitute a responsive bid. The Person submitting the bid shall include the completed Bid Sheet. The City will strictly hold the person submitting the bid to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the person submitting the bid.

6. **Error in Bids** – When an error is made in extending total prices, the unit bid price and/or written words shall govern. Otherwise, the person submitting the bid is not relieved from errors in bid preparation. Erasures in bids must be explained over signature of person submitting the bid.
7. **Withdrawal of Bids** – A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the City Administrator prior to the Closing Date.
8. **Person submitting the bid Interested in More than One Bid** – Unless otherwise specified, if more than one bid is offered by any one party, by or in the name of his or their agent, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to other Persons submitting bids is not thereby disqualified from quoting prices to other Persons submitting bids or from submitting a bid directly for the work, materials, or supplies.
9. **Person submitting the bid's qualifications** – No award will be made to any person submitting the bid 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 bid shall furnish to the City all information and data the City may request for the purpose of investigation.
10. **Bid Award for All or Part** – Unless otherwise specified, bids shall be submitted for all of the work or items for which bids 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 bid within thirty (30) days after notification. Samples must be submitted prior to the time set for the opening of bids.
12. **Equipment or Materials** – Each person submitting the bid 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 bids must be of current date (latest model) and meet specifications. This provision excludes surplus, remanufactured, and used products except as an alternate bid. The brand name and/or manufacturer of each item proposed must be clearly stated in the bid. Guarantee and/or warranty information must be included with this bid.
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 Data 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 bid, with concurrence by the City, for receipt of the materials. The materials must be delivered where directed.
15. **Estimated Bid 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 Bid** – 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” bids on other items will be considered provided the person submitting the bid clearly identifies in his bid the item to be furnished, together with any descriptive matter which will indicate the character of the item.

Persons submitting bids which deviate from these specifications, but which they believe are equivalent, are requested to submit alternate bids. However, ALTERNATE BIDS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The bid must be accompanied by complete specifications for the items offered. Persons submitting bids wishing to submit a secondary bid must submit it as an alternate bid.

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 bid 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 bid.

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 bid with its tax exemption number.

18. **Consideration of Bid** – No bid 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 bid, 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 bid 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 bid and (b) carry insurance acceptable to the City, covering public liability, property damage, and workmen’s compensation.

After the acceptance and award of the bid and upon receipt of a written purchase order executed by the proper officials of the City, this Instruction to Persons submitting bids, including the specifications, will constitute part of the legal contract between the United City of Yorkville and the successful person submitting the bid.

20. **Performance and Labor and Material Payment Bonds** – Unless specifically waived or amended in the Special Conditions, the successful person submitting the bid shall furnish at the time of execution of the contract a performance bond for the full amount of the contract acceptable in form and surety to the City to guarantee the completion of any work to be performed by the contractor under the contract.

Unless specifically waived or amended in the Special Conditions, the successful person submitting the bid shall furnish at the time of execution of the contract a bond for the full amount of the contract acceptable in form and surety to the City conditioned upon the faithful performance and completion of the contract, payment of material used in such work, and for all labor performed in such work including by subcontractors.

In the event that the person submitting the bid fails to furnish the bonds within 14 days after notification of the award, then the bid guarantee shall be retained by the City as liquidated damages and not as a penalty. It is agreed that the sum is a fair estimate of the amount of damages that the City will sustain due to the person submitting the bid’s failure to furnish the bonds.

21. **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 bid or performance of the contract.
22. **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](http://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.

23. **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.
24. **Equal Employment Opportunity** – During the performance of the contract and/or supplying of materials, equipment, and suppliers, person submitting the bid 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.
25. **Contract Alterations** – No amendment of a contract shall be valid unless made in writing and signed by the City Administrator or his authorized agent.
26. **Notices** – All notices required by the contract shall be given in writing.
27. **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.
28. **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.

29. **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. 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 should be at least: 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.

30. **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 bid, 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.

31. **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.
32. **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 bid, the conditions stated in the specifications or supplementary conditions shall take precedence.
33. **Permits and Licenses** – The successful person submitting the bid 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.
34. **Person submitting the bid's Certification** – - In compliance with the Illinois State Law that requires each person submitting the bid to file a certification regarding bid rigging and bid rotating and that it is not delinquent in its taxes.
35. **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 bid must be the result of an approved change order approved by the City Administrator and/ or City Council.
36. **Time of Completion** – The successful person submitting the bid shall completely perform its bid 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 bid.
37. **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.

38. **Guarantees and Warranties** – All guarantees and warranties required shall be furnished by the successful person submitting the bid and shall be delivered to the City before final payment on the contract is issued.

39. **Waiver of Lien** – where applicable a waiver of lien and contractor's affidavit must be submitted by the successful person submitting the bid, verifying that all subcontractors and material invoices have been paid prior to the City approving final payment.

## BID

Note: The Person submitting the bid must complete all portions of this Bid

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 bids 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:

1. Painting Interior of Building

\$ \_\_\_\_\_

### Miscellaneous

1. Specify Date Work Can Begin/End \_\_\_\_\_

Notes to Design and Bid:

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 bids 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 bid submittal.*

YES

NO

Will you be utilizing a subcontractor?

\_\_\_\_\_

\_\_\_\_\_

If yes, have you included all required  
Information with your bid submittal?

\_\_\_\_\_

\_\_\_\_\_

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 bid is not barred by law from submitting a bid 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 (Bid Rigging) or b720 ILCS 5/33-4 (Bid Rotating);  
and that

The Person submitting the bid 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 bid provides a drug free workplace pursuant to 30 ILCS 580/1, *et  
seq.*, and that

The Person submitting the bid 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 bid 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



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

Agenda Item Number

Consent Agenda #4

Tracking Number

ADM 2017-12

### Agenda Item Summary Memo

**Title:** Interior Carpet/Vinyl- City Hall and Police Department – Bid Results

**Meeting and Date:** City Council – February 14, 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 2017-12

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Erin Willrett  
Name

Administration  
Department

### Agenda Item Notes:



# Memorandum

To: City Council  
From: Erin Willrett, Assistant City Administrator  
CC:  
Date: January 6, 2017  
Subject: Flooring Bid- City Hall and Police Department

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## **Summary**

Discussion of the bids received for the Carpet and Vinyl Alternate at City Hall and the Police Department.

## **Background**

The City went out for bids on November 29, 2016. Five bids were received on December 28, 2016 from:

- Douglas Floor Covering
- Great Western Flooring
- Mike's Carpet
- Tiles in Style LLC
- Vortex Commercial Flooring

A summary of the bid results are attached. This project is not part of the FY17 budget. Because of the significant wear and tear of the existing flooring, as well as, the competitive results that the City received, it would be prudent to move forward with this maintenance at City Hall and the Police Department. The bids ranged from \$74,276.59 up to \$191,000.00. Staff has completed a reference check on the lowest bid and they came back favorable.

## **Recommendation**

Staff recommends moving forward with a contract for Tiles in Style LLC for the carpet and vinyl replacement at City Hall and the Police Department in the amount of \$74,276.59. If the Committee agrees, staff would prepare a contract for approval at a future City Council meeting.

Name	Removal of Carpet	Installation of Carpet	Removal Vinyl Cove Base	Installation Vinyl Cove Base	Alternate - Removal/Installation Vinyl Flooring	Removal of Furniture	Bid Bond	Total	Notes
Tiles in Style, LLC	\$5,183.31	\$45,193.20	\$5,565.92	\$1,738.64	\$16,595.32		Y	<b>\$74,276.39</b>	
Douglas Floor Covering	\$9,500.00	\$133,000.00	\$2,000.00	\$10,500.00	\$36,000.00		Y	<b>\$191,000.00</b>	
Vortex Commercial Flooring	\$6,000.00	\$100,000.00	\$1,000.00	\$6,600.00	\$15,000.00		Y	<b>\$128,600.00</b>	All personal items must be boxed and IT equipment disconnected and moved prior to furniture removal and replacement
Mike's Carpet	\$6,945.00	\$63,893.93	\$3,600.00	\$8,680.00	\$28,080.30		N	<b>\$111,199.23</b>	The City is responsible for disconnecting and reconnecting all electronic items. Please all have city employees move personal breakable items
Great Western Flooring	\$14,778.00	\$95,141.00	\$1,632.00	\$1,810.00	\$19,990.00	\$6,278.00	N	<b>\$139,629.00</b>	

**RESOLUTION No. 2017-\_\_\_\_**

**A RESOLUTION AUTHORIZING A CONTRACT WITH TILES IN STYLE LLC,  
OF WILLOWBROOK, ILLINOIS, FOR THE  
CITY HALL FLOORING PROJECT**

**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 has previously advertised for bids on November 29, 2016 for the City Hall Flooring Project and received five bids on December 28, 2016; and,

**WHEREAS**, based upon a review of the bids received and determination as to the qualifications of the bidders, the corporate authorities of the United City of Yorkville have determined that Tiles In Style, LLC, of Willowbrook, Illinois, having submitted a bid in the amount of \$74,276.59 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 bid submitted by Tiles In Style, LLC, in the amount not to exceed \$74,276.59 is hereby accepted, and the Mayor and City Clerk are hereby authorized and directed on behalf of the United City of Yorkville to execute a CONTRACT FOR REMOVAL AND REPLACEMENT OF THE EXISTING CARPET AND VINYL COVE BASEBOARD AT CITY HALL, 800 GAME FARM ROAD, YORKVILLE, ILLINOIS with Tiles In Style, LLC as attached hereto and made a part hereof as Exhibit A.

**Section 2:** That this resolution shall be in full force and effect from and after its passage and approval according to law.

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

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CITY CLERK

CARLO COLOSIMO \_\_\_\_\_

KEN KOCH \_\_\_\_\_

JACKIE MILSCHEWSKI \_\_\_\_\_

DIANE TEELING \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

JOEL FRIEDERS \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

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

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MAYOR

# **UNITED CITY OF YORKVILLE**

## **CONTRACT FOR REMOVAL AND REPLACEMENT OF THE EXISTING CARPET AND VINYL COVE BASEBOARD AT CITY HALL, 800 GAME FARM ROAD, YORKVILLE, ILLINOIS**

**THIS CONTRACT** made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the “City” and Tiles In Style, LLC, an Illinois limited liability company located at 697 Executive Drive, Willowbrook, Illinois, 60527, hereinafter called the “Contractor”.

### **WITNESSETH:**

**WHEREAS**, the City issued a Request for bids for removal and replacement of the existing carpet and vinyl cove baseboard at City Hall; and,

**WHEREAS**, the City received bids and reviewed said bids to determine the bidder that was the lowest responsible bidder and that said bid was in the best interest of the City; and,

**WHEREAS**, the City Council has determined that to enter into a contract with Tiles In Style, 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 City’s request for removal and replacement of the existing carpet and vinyl cove baseboard at City Hall in accordance with the terms and conditions stated in the:

INVITATION TO BID, SPECIFICATIONS, SPECIAL CONDITIONS, GENERAL CONDITIONS and completed bid form attached hereto and made a part hereof as Exhibit 1 except as amended hereinafter in this Contract.

2. That Alternate 1 on page 14 is selected by the City and incorporated into 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: Tiles In Style, LLC

By: \_\_\_\_\_  
\_\_\_\_\_  
Print Name and Title

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

\_\_\_\_\_  
Print Name and Title

**United City of Yorkville, Illinois  
800 Game Farm Road, Yorkville, Illinois 60560  
Invitation to Bid**

The United City of Yorkville, Illinois will accept bids for:

**Removal and Replacement of the Existing Carpet and Vinyl  
Cove Baseboard at the City Hall, 800 Game Farm Road,  
Yorkville, IL 60560**

Sealed bids will be received at the Office of the Administrator, at 800 Game Farm Road, Yorkville, Illinois 60560 **until 10:00 am on December 28, 2016.**

Bids will be publicly opened and read at that time in the conference room of the City Hall Office, 800 Game Farm Road, Yorkville, Illinois. Bids should be submitted in sealed envelopes plainly marked "Carpet and Baseboard City Hall".

Bids are being solicited only from responsible and established bidders known to be experienced and regularly engaged in this work. Satisfactory evidence that the bidder has the necessary capital, equipment and personnel to do the work may be required.

The City Council reserves the right to reject any or all bids and to accept any bid, or portion thereof, which, is most advantageous to the City.

General questions regarding this bid shall be directed to Erin Willrett, Interim Assistant City Administrator at 630-553-8574. All detailed questions concerning the actual specifications are to be forwarded by email to [ewillrett@yorkville.il.us](mailto:ewillrett@yorkville.il.us) not less than ten (10) business days prior to the scheduled closing date.

The person or firm submitting the bid 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 bid.

# **SPECIFICATIONS**

## **Scope of Project:**

Bid Bond: If the bidder's proposal for this project exceeds fifty thousand dollars (\$50,000.00), bids shall be secured by a certified check, bank draft, satisfactory bid bond or approved letter of credit in the amount of ten percent (10%) of the total bid price.

Performance Bond: If the bidder's proposal for the project is equal to or greater than \$5,000.00 then the following bonds shall be delivered to the City and shall become binding with the acceptance of the bid.

Performance bond satisfactory to the City, executed by Surety Company authorized to do business in the state or otherwise secured in a manner satisfactory to the City, in an amount equal to 110% of the price specified.

The successful bidder shall complete the following work.

The Contractor shall remove all old material and supply and install all new material required for the project.

Carpet and Vinyl Cove Base replacement requirements are as follows:

1. Remove all existing carpet
2. Pre existing floor for new carpet
3. Remove all existing vinyl cove base
4. Prep existing walls for new vinyl cove base
5. Install and Supply new 24"X 24" carpet squares (City will select color)
6. Install and Supply new vinyl cove base
7. If necessary, tape, sand and mud all damage done to the walls to make ready for paint
8. Contractor will be responsible for obtaining all building permits
9. Contractor will supply dumpster(s) or will remove all debris daily from site
10. Contractor will be responsible for moving and resetting all furniture during the installation process

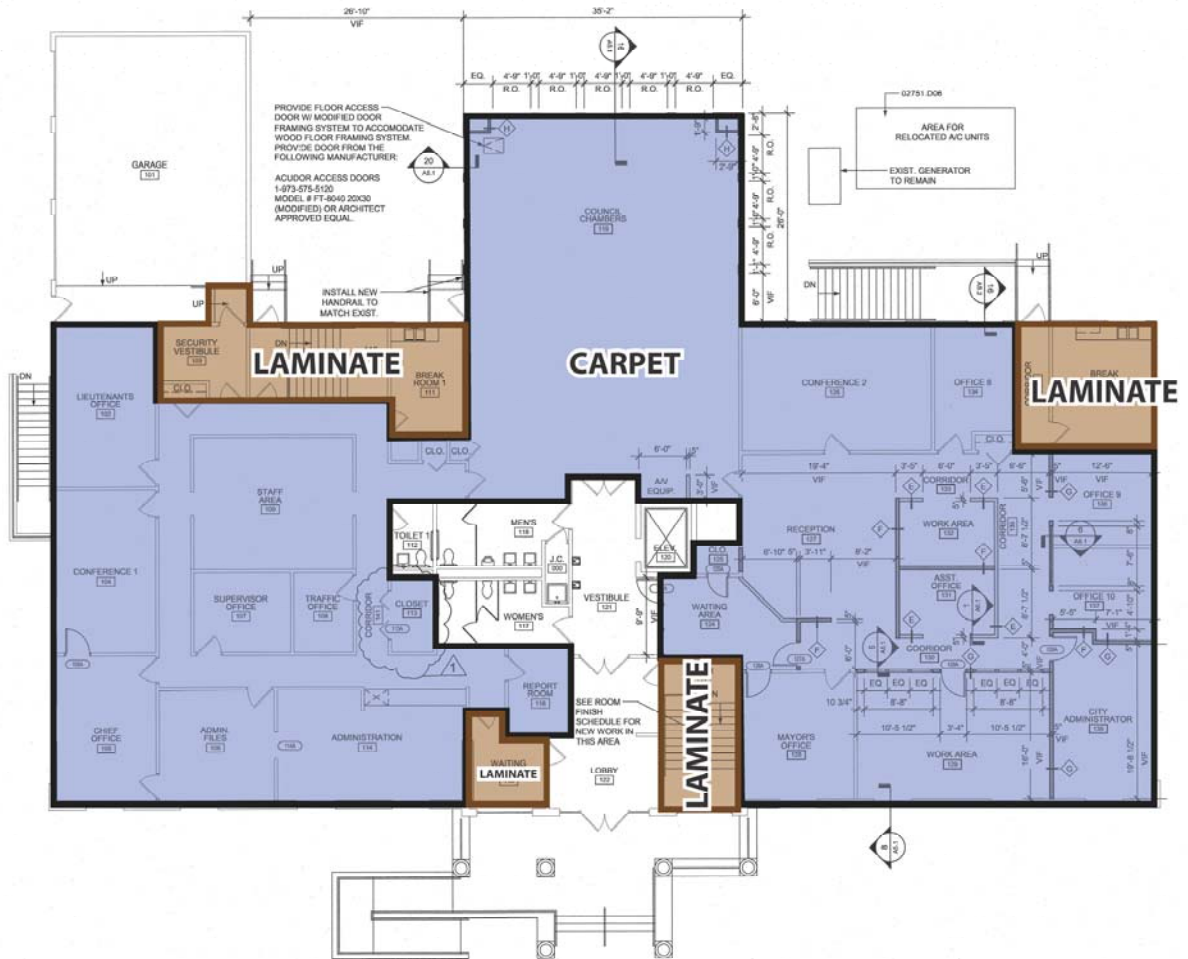
## **Carpet Requirements**

- Tile, textured loop, certified cradle-to-cradle product
- Carpet tile must be capable of being recycled into carpet products in a closed loop, cradle to cradle system
- Gauge: 1/10 (Minimum)
- Face Weight: 20oz. (Minimum)
- Yarn: Type 6 (Face yarn to minimum of 25% total recycled content post-consumer and post-industrial)
- Modular carpet tile products must be warranted against cupping, dishing or doming for a period of no less than 10 years from the date of purchase
- Warranty: Product warranted against edge ravel, delamination, zippering and wear (against more than 10% loss of pile fiber) under normal conditions for a minimum of 15 years.
- Dye: 100% solution dyed
- Tile Size: 24" X 24"
- Pattern: Multi or Solid (City will select)

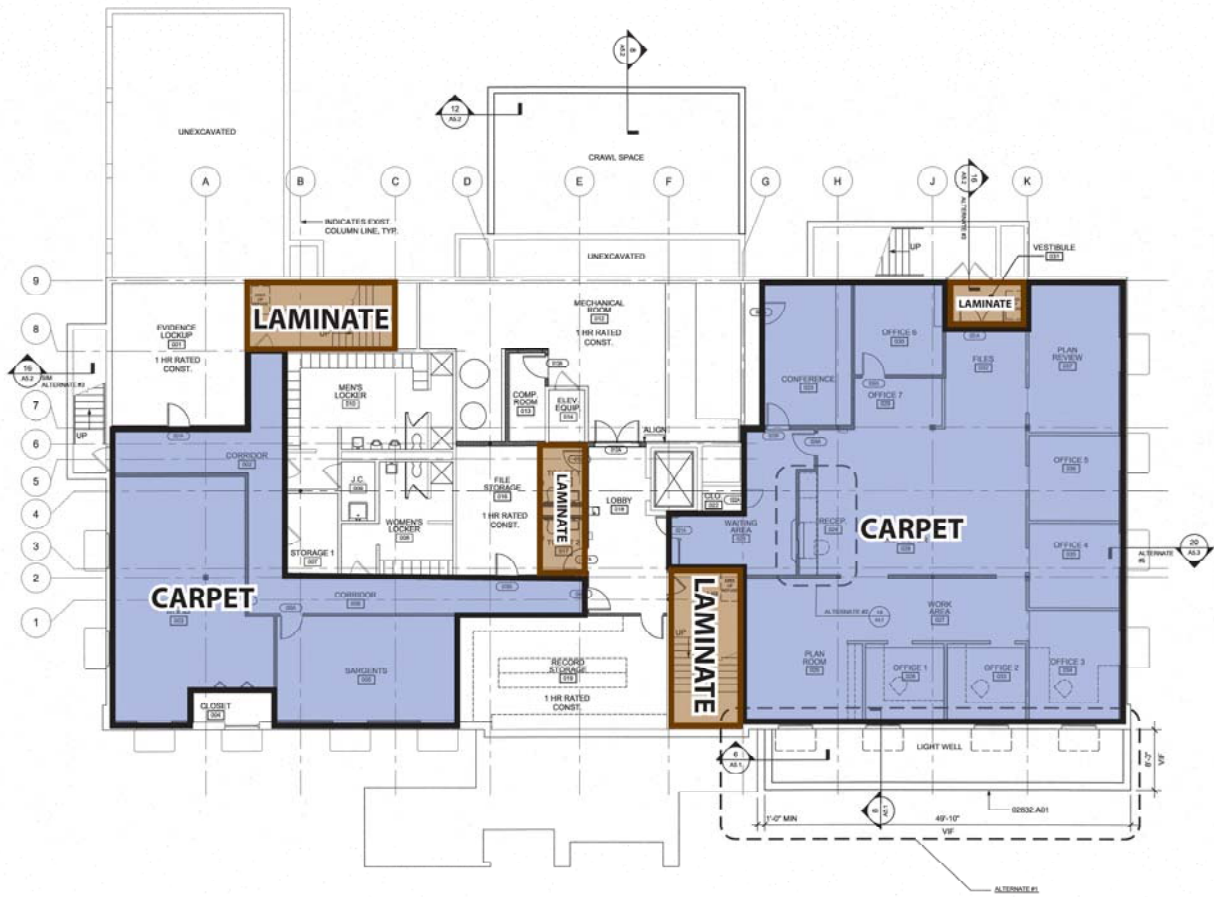
## **Vinyl Cove Base Requirements**

- Commercial Grade
- 1/16" Toeless

Upstairs:



Downstairs:



Site Restoration: The Contractor shall ensure that all debris generated by the project are removed from the project area as needed to allow continued use by City staff, not less than daily, or as often as City staff deems necessary to maintain safe working conditions in the area. More specifically, all construction debris, dust or any other materials generated during the job shall be removed from the work area before completion. The work area includes all areas where the carpet and vinyl baseboard will be replaced/installed. Upon completion of the entire project operation the site should be returned to a like condition that existed prior to work being done.

Disposal of Material: Contractor shall legally dispose of all waste material generated from the project at a dump site compliant with Local, State and Federal regulations. Contractor shall provide a report of the amount in cubic yards of material disposed and where the material was disposed. The Contractor will be required to provide and sign a disposal certificate acknowledgement form.

Contractor is responsible for all furniture moving and resetting.

All work will be bid as one project.

### **Alternate 1:**

Laminate Flooring replacement requirements are as follows:

11. Remove all existing laminate flooring
12. Pre existing floor for new laminate flooring
13. Remove all existing vinyl cove base
14. Prep existing walls for new vinyl cove base
15. Install and Supply new laminate flooring (City will select color)
16. Install and Supply new vinyl cove base
17. If necessary, tape, sand and mud all damage done to the walls to make ready for paint
18. Contractor will be responsible for obtaining all building permits
19. Contractor will supply dumpster(s) or will remove all debris daily from site
20. Contractor will be responsible for moving and resetting all furniture during the installation process

#### Laminate Flooring Requirements

- Commercial Grade
- Install per manufacturer's specifications

Site Restoration: The Contractor shall ensure that all debris generated by the project are removed from the project area as needed to allow continued use by City staff, not less than daily, or as often as City staff deems necessary to maintain safe working conditions in the area. More specifically, all construction debris, dust or any other materials generated during the job shall be removed from the work area before completion. The work area includes all areas where the carpet and vinyl baseboard will be replaced/installed. Upon completion of the entire project operation the site should be returned to a like condition that existed prior to work being done.

Disposal of Material: Contractor shall legally dispose of all waste material generated from the project at a dump site compliant with Local, State and Federal regulations. Contractor shall provide a report of the amount in cubic yards of material disposed and where the material was disposed. The Contractor will be required to provide and sign a disposal certificate acknowledgement form.

Contractor is responsible for all furniture moving and resetting.

All work will be bid as one project.

**UNITED CITY OF YORKVILLE, ILLINOIS**

## **SPECIAL CONDITIONS**

1. *Persons submitting bids Qualifications.* If requested, the interested Person submitting the bid must provide a detailed statement regarding the business and technical organization of the Person submitting the bid 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 bid is equipped and prepared to fulfill the Contract should the Contract be awarded to him. The competency and responsibility of Persons submitting bids and of their proposed subcontractors will be considered in making awards.

If requested by the City, the Person submitting the bid shall include a complete list of all equipment and manpower available to perform the work intended. The list of equipment and manpower must prove to the City that the Person submitting the bid 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 bid shall furnish to the City all such information and data for this purpose as the City may request. A responsible Person submitting the bid 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 bid 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 bids 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 City Administrator 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.

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 City Administrator.

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 therefrom, 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 City Administrator, 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 Administrator 48 hours prior to commencement of work.

7. *Cleaning:* During work, 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 City Administrator.

## UNITED CITY OF YORKVILLE, ILLINOIS

### GENERAL CONDITIONS

These General Conditions apply to all bids requested and accepted by the City and become a part of the contract unless otherwise specified. Persons submitting bids or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting. The City assumes that submission of a bid means that the person submitting the bid has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. **Forms** – All bids must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces. All bid forms may be obtained from the **City Administration Office, 800 Game Farm Road, Yorkville, Illinois 60560** and when completed delivered to the same Office prior to the bid closing date and time. Persons submitting bids may attach separate sheets for the purpose of explanation, exception, or alternative bid and to cover required unit prices.
2. **Submittal of Bid** – Bids must be submitted to the attention of the City Administrator.
3. **Examination of Bid, Specifications, and Site** – The person submitting the bid shall carefully examine the bid forms which may include the request for bid, instruction to Persons submitting bids, general conditions, special conditions, plans, specifications, bid form, bond, and any addenda to them, and sites of the proposed work (when known) before submitting the bid. The person submitting the bid shall verify all measurements relative to the work, shall be responsible for the correctness of same. The person submitting the bid will examine the site and the premises and satisfy themselves as to the existing conditions under which the person submitting the bid will be obligated to operate. Failure of the person submitting the bid 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 submission of the bid shall be considered conclusive evidence that the person submitting the bid 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 bid forms. If the bid is accepted, the person submitting the bid will be responsible for all errors in his bid 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 bid 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 bid 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 bid shall provide adequate protection of the job site to protect the general public. The City is not responsible for area safety. The person submitting the bid is solely and exclusively responsible for construction means, methods, technologies and site safety.
5. **Completeness** – All information required by the Bid must be supplied to constitute a responsive bid. The Person submitting the bid shall include the completed Bid Sheet. The City will strictly hold the person submitting the bid to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the person submitting the bid.

6. **Error in Bids** – When an error is made in extending total prices, the unit bid price and/or written words shall govern. Otherwise, the person submitting the bid is not relieved from errors in bid preparation. Erasures in bids must be explained over signature of person submitting the bid.
7. **Withdrawal of Bids** – A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the City Administrator prior to the Closing Date.
8. **Person submitting the bid Interested in More than One Bid** – Unless otherwise specified, if more than one bid is offered by any one party, by or in the name of his or their agent, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to other Persons submitting bids is not thereby disqualified from quoting prices to other Persons submitting bids or from submitting a bid directly for the work, materials, or supplies.
9. **Person submitting the bid's qualifications** – No award will be made to any person submitting the bid 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 bid shall furnish to the City all information and data the City may request for the purpose of investigation.
10. **Bid Award for All or Part** – Unless otherwise specified, bids shall be submitted for all of the work or items for which bids 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 bid within thirty (30) days after notification. Samples must be submitted prior to the time set for the opening of bids.
12. **Equipment or Materials** – Each person submitting the bid 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 bids must be of current date (latest model) and meet specifications. This provision excludes surplus, remanufactured, and used products except as an alternate bid. The brand name and/or manufacturer of each item proposed must be clearly stated in the bid. Guarantee and/or warranty information must be included with this bid.
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 Data 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 bid, with concurrence by the City, for receipt of the materials. The materials must be delivered where directed.
15. **Estimated Bid 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 Bid** – 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" bids on other items will be considered provided the person submitting the bid clearly identifies in his bid the item to be furnished, together with any descriptive matter which will indicate the character of the item.

Persons submitting bids which deviate from these specifications, but which they believe are equivalent, are requested to submit alternate bids. However, **ALTERNATE BIDS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED.** The bid must be accompanied by complete specifications for the items offered. Persons submitting bids wishing to submit a secondary bid must submit it as an alternate bid.

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 bid 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 bid.

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 bid with its tax exemption number.

18. **Consideration of Bid** – No bid 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 bid, if requested, shall present within 48 hours evidence satisfactory to the City of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

19. **Execution of Contract** – The successful person submitting the bid 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 bid and (b) carry insurance acceptable to the City, covering public liability, property damage, and workmen's compensation.

After the acceptance and award of the bid and upon receipt of a written purchase order executed by the proper officials of the City, this Instruction to Persons submitting bids, including the specifications, will constitute part of the legal contract between the United City of Yorkville and the successful person submitting the bid.

20. **Performance and Labor and Material Payment Bonds** – Unless specifically waived or amended in the Special Conditions, the successful person submitting the bid shall furnish at the time of execution of the contract a performance bond for the full amount of the contract acceptable in form and surety to the City to guarantee the completion of any work to be performed by the contractor under the contract.

Unless specifically waived or amended in the Special Conditions, the successful person submitting the bid shall furnish at the time of execution of the contract a bond for the full amount of the contract acceptable in form and surety to the City conditioned upon the faithful performance and completion of the contract, payment of material used in such work, and for all labor performed in such work including by subcontractors.

In the event that the person submitting the bid fails to furnish the bonds within 14 days after notification of the award, then the bid guarantee shall be retained by the City as liquidated damages and not as a penalty. It is agreed that the sum is a fair estimate of the amount of damages that the City will sustain due to the person submitting the bid's failure to furnish the bonds.

21. **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 bid or performance of the contract.

22. **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](http://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.

23. **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.
24. **Equal Employment Opportunity** – During the performance of the contract and/or supplying of materials, equipment, and suppliers, person submitting the bid 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.
25. **Contract Alterations** – No amendment of a contract shall be valid unless made in writing and signed by the City Administrator or his authorized agent.
26. **Notices** – All notices required by the contract shall be given in writing.
27. **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.
28. **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.

29. **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. 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 should be at least: 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.

30. **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 bid, 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.

31. **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.
32. **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 bid, the conditions stated in the specifications or supplementary conditions shall take precedence.
33. **Permits and Licenses** – The successful person submitting the bid 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.
34. **Person submitting the bid's Certification** – - In compliance with the Illinois State Law that requires each person submitting the bid to file a certification regarding bid rigging and bid rotating and that it is not delinquent in its taxes.
35. **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 bid must be the result of an approved change order approved by the City Administrator and/ or City Council.
36. **Time of Completion** – The successful person submitting the bid shall completely perform its bid 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 bid.
37. **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.
38. **Guarantees and Warranties** – All guarantees and warranties required shall be furnished by the successful person submitting the bid and shall be delivered to the City before final payment on the contract is issued.

39. **Waiver of Lien** – where applicable a waiver of lien and contractor's affidavit must be submitted by the successful person submitting the bid, verifying that all subcontractors and material invoices have been paid prior to the City approving final payment.

**BID**

Note: The Person submitting the bid must complete all portions of this Bid

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 bids 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:

1. Removal of Carpet \$ \_\_\_\_\_
2. Installation of Carpet \$ \_\_\_\_\_
3. Removal Vinyl Cove Base \$ \_\_\_\_\_
4. Installation Vinyl Cove Base \$ \_\_\_\_\_

**Alternate 1**

1. Removal/Installation of Vinyl Flooring \$ \_\_\_\_\_

**Miscellaneous**

1. Specify Date Work Can Begin/End \_\_\_\_\_

Notes to Design and Bid:

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 bids 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 bid submittal.*

	<u>YES</u>	<u>NO</u>
Will you be utilizing a subcontractor?	_____	_____
If yes, have you included all required Information with your bid submittal?	_____	_____

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 bid is not barred by law from submitting a bid 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 (Bid Rigging) or b720 ILCS 5/33-4 (Bid Rotating); and that

The Person submitting the bid 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 bid provides a drug free workplace pursuant to 30 ILCS 580/1, *et seq.*, and that

The Person submitting the bid 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 bid 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.

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Firm Name

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Signed Name and Title

---

Street Address

---

Print Name and Title

---

City

State

Zip

---

E-mail Address

---

Phone Number

---

Fax Number

---

Date



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

Agenda Item Number

Minutes #1

Tracking Number

### Agenda Item Summary Memo

**Title:** Minutes of the Regular City Council – January 10, 2017

**Meeting and Date:** City Council – February 14, 2017

**Synopsis:** Approval of Minutes

### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Lisa Pickering Administration  
Name Department

### Agenda Item Notes:

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**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL  
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,  
HELD IN THE CITY COUNCIL CHAMBERS,  
800 GAME FARM ROAD ON  
TUESDAY, JANUARY 10, 2017**

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

**ROLL CALL**

Deputy City Clerk Pickering called the roll.

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

Also present: Deputy City Clerk Pickering, Attorney Gardiner, City Administrator Olson, Chief of Police Hart, Deputy Chief of Police Klingel, EEI Engineer Morrison, and Administrative Intern Kathman.

**QUORUM**

A quorum was established.

**AMENDMENTS TO THE AGENDA**

None.

**PRESENTATIONS**

None.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS ON AGENDA ITEMS**

None.

**CONSENT AGENDA**

1. Water Department Reports for January – September 2016 (PW 2016-79)
2. Route 47 ITEP (Streetlights) – Authorizations No. 2, 3, and 4 – *authorize City Administrator to execute* (PW 2016-80)
3. 2017 Sanitary Sewer Lining Program – Professional Services Agreement – Design and Construction Engineering – *authorize Mayor and City Clerk to execute* (PW 2016-81)
4. West Washington Street Water Main Replacement – Professional Services Agreement – Design and Construction Engineering – *authorize Mayor and City Clerk to execute* (PW 2016-82)
5. Hamman – USPS Water Main Acceptance – *accept the public improvements as described in the Bill of Sale for ownership and maintenance by the City and authorize the full release of the existing security for this project, 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* (PW 2016-83)
6. **Resolution 2017-01** Approving Intergovernmental Agreement for the Sharing of Services Between the Village of Oswego, the United City of Yorkville and the Village of Montgomery – *authorize Mayor and City Clerk to execute* (CC 2016-47)

Mayor Golinski entertained a motion to approve the Consent Agenda as presented. So moved by Alderman Colosimo; seconded by Alderman Koch.

Motion approved by a roll call vote. Ayes-7 Nays-0  
Funkhouser-aye, Milschewski-aye, Koch-aye, Teeling-aye,  
Frieders-aye, Colosimo-aye, Tarulis-aye

Mayor Golinski stated that he had originally intended to appoint someone to the vacant Ward II Alderman position at this meeting; however, he received six applications for the vacancy and he wanted to speak with all six before he brought someone forward to be appointed. He hopes to bring someone forward in two weeks.

**EXECUTIVE SESSION**

Mayor Golinski stated that the City Council would be adjourning into executive session for the purchase or lease of real property for the use of the public body and for litigation.

Mayor Golinski stated that no action would be taken after executive session.

The City Council returned to regular session at 8:13 p.m.

**CITIZEN COMMENTS**

None.

**ADJOURNMENT**

Mayor Golinski adjourned the City Council meeting at 8:14 p.m.

Minutes submitted by:

Lisa Pickering,  
Deputy City Clerk, City of Yorkville, Illinois



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

Agenda Item Number

Bills for Payment

Tracking Number

### Agenda Item Summary Memo

**Title:** Bills for Payment (Informational): \$1,214,232.08

**Meeting and Date:** City Council – February 14, 2017

**Synopsis:**

### Council Action Previously Taken:

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

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

**Type of Vote Required:** None – Informational

**Council Action Requested:**

**Submitted by:** \_\_\_\_\_  
Name Department

### Agenda Item Notes:

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DATE: 01/20/17  
TIME: 11:17:34  
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
CHECK REGISTER

CHECK DATE: 01/23/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523112	R0001799	ELIZABETH MARQUARDT					
	20160717-BUILD		01/19/17	01	1528 SIENNA DR BUILD PROGRAM	23-000-24-00-2445	300.00
				02	1528 SIENNA DR BUILD PROGRAM	25-000-24-21-2445	380.00
				03	1528 SIENNA DR BUILD PROGRAM	51-000-24-00-2445	5,320.00
				04	1528 SIENNA DR BUILD PROGRAM	52-000-24-00-2445	4,000.00
					INVOICE TOTAL:		10,000.00 *
					CHECK TOTAL:		10,000.00
523113	R0001800	BRIAN & MELISSA CORRADO					
	20160466-BUILD		01/19/17	01	736 HAYDEN DR BUILD PROGRAM	51-000-24-00-2445	6,000.00
				02	736 HAYDEN DR BUILD PROGRAM	52-000-24-00-2445	4,000.00
					INVOICE TOTAL:		10,000.00 *
					CHECK TOTAL:		10,000.00
					TOTAL AMOUNT PAID:		20,000.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

DATE: 01/24/17  
TIME: 13:41:48  
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
CHECK REGISTER

CHECK DATE: 01/24/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523115	CHITITLE	CHICAGO TITLE COMPANY					
	16026642LFE		01/24/17	01	OPENLANDS - FINAL PYMT	72-720-60-00-6032	1,361.50
						INVOICE TOTAL:	1,361.50 *
						CHECK TOTAL:	1,361.50
523116	UIRVDA	UPPER ILLINOIS RIVER VALLEY					
	012417		01/24/17	01	KENDALL CROSSING ENTERPRISE	01-220-54-00-5486	1,000.00
				02	ZONING APPLICATION	** COMMENT **	
						INVOICE TOTAL:	1,000.00 *
						CHECK TOTAL:	1,000.00
						TOTAL AMOUNT PAID:	2,361.50

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
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

DATE: 01/23/17  
TIME: 15:17:23  
ID: AP225000.CBL

UNITED CITY OF YORKVILLE  
MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900039	FNBO	FIRST NATIONAL BANK OMAHA			01/25/17		
	012517-A.HOULE	12/31/16	01	HOME DEPO-POSTS, ANCHORS		79-790-56-00-5640	65.61
			02	OFFICE WORLD-WIRE SHELVING		79-790-56-00-5620	171.78
			03	GARMENT RACKS		** COMMENT **	
						INVOICE TOTAL:	237.39 *
	012517-A.SIMMONS	12/31/16	01	IML-MEMBERSHIP DUES RENEWAL		01-110-54-00-5460	1,500.00
			02	ARAMARK#1590714008-UNIFORMS		01-410-56-00-5600	63.31
			03	ARAMARK#1590714008-UNIFORMS		51-510-56-00-5600	63.31
			04	ARAMARK#1590714008-UNIFORMS		52-520-56-00-5600	31.65
			05	ARAMARK#1590722791-UNIFORMS		01-410-56-00-5600	53.98
			06	ARAMARK#1590722791-UNIFORMS		51-510-56-00-5600	53.98
			07	ARAMARK#1590722791-UNIFORMS		52-520-56-00-5600	27.00
			08	ARAMARK#1590732989-UNIFORMS		01-410-56-00-5600	53.98
			09	ARAMARK#1590732989-UNIFORMS		51-510-56-00-5600	53.98
			10	ARAMARK#1590732989-UNIFORMS		52-520-56-00-5600	27.00
			11	ARAMARK#1590740352-UNIFORMS		01-410-56-00-5600	54.00
			12	ARAMARK#1590740352-UNIFORMS		51-510-56-00-5600	54.00
			13	ARAMARK#1590740352-UNIFORMS		52-520-56-00-5600	26.96
			14	VERIZON-NOV 2016 MOBILE PHONES		01-220-54-00-5440	304.74
			15	VERIZON-NOV 2016 MOBILE PHONES		01-210-54-00-5440	654.56
			16	VERIZON-NOV 2016 MOBILE PHONES		79-795-54-00-5440	72.98
			17	VERIZON-NOV 2016 MOBILE PHONES		51-510-54-00-5440	346.64
			18	VERIZON-NOV 2016 MOBILE PHONES		01-410-54-00-5440	60.35
			19	VERIZON-NOV 2016 MOBILE PHONES		52-520-54-00-5440	60.07
			20	KONICA-10/19-11/18 COPY CHARGE		82-820-54-00-5462	4.94
			21	GFOA DUES-FREDRICKSON		01-120-54-00-5460	170.00
			22	ARTLIP-INSTALL SAMSUNG MINI		51-510-54-00-5445	2,285.00
			23	SPLIT SYSTEM AT GRANDE RESRVE		** COMMENT **	
			24	SECURE-ESET ENDPOINT ANTI		01-640-54-00-5450	450.00
			25	VIRUS RENEWAL FOR 1 YEAR		** COMMENT **	
			26	ADS-JAN-MAR 2017 ALARM MONITOR		23-216-54-00-5446	487.16
			27	NEOPOST-RED INK CARTRIDGE		01-120-56-00-5610	233.00
			28	KONICA-11/19-12/18 COPY CHARGE		82-820-54-00-5462	7.97
			29	KONICA-11/10-12/9 COPIER LEASE		01-110-54-00-5430	218.29
			30	KONICA-11/10-12/9 COPIER LEASE		01-120-54-00-5430	72.77
			31	KONICA-11/10-12/9 COPIER LEASE		01-220-54-00-5430	59.43
			32	KONICA-11/10-12/9 COPIER LEASE		01-210-54-00-5430	371.64
			33	KONICA-11/10-12/9 COPIER LEASE		01-410-54-00-5462	4.58
			34	KONICA-11/10-12/9 COPIER LEASE		51-510-54-00-5462	4.58
			35	KONICA-11/10-12/9 COPIER LEASE		52-520-54-00-5462	4.58
			36	KONICA-11/10-12/9 COPIER LEASE		79-790-54-00-5462	21.22
			37	KONICA-11/10-12/9 COPIER LEASE		79-795-54-00-5462	21.22
						INVOICE TOTAL:	7,978.87 *
	012517-B.OLSEM	12/31/16	01	METRO WEST-NOV 17 BOARD		01-110-54-00-5415	70.00

DATE: 01/23/17  
 TIME: 15:17:23  
 ID: AP225000.CBL

UNITED CITY OF YORKVILLE  
 MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900039	FNBO	FIRST NATIONAL BANK OMAHA			01/25/17		
	012517-B.OLSEM	12/31/16	02	MEETING LUNCH FOR 2 PEOPLE		** COMMENT **	
			03	WAREHOUSE DIRECT-CALENDAR		01-110-56-00-5610	16.89
			04	JEWEL-PLATES, DELI TRAY		01-110-56-00-5610	38.98
			05	WAREHOUSE DIRECT-PAPER		01-110-56-00-5610	64.44
			06	SERVICE MASTER-JAN 2017 CITY		01-110-54-00-5488	1,253.00
			07	OFFICE CLEANING		** COMMENT **	
				INVOICE TOTAL:			1,443.31 *
	012517-B.OLSON	12/31/16	01	AMERICAN AIRLINES-RECON		01-110-54-00-5415	1,056.60
			02	CONFERENCE AIRFARE FOR OLSON,		** COMMENT **	
			03	GOLINSKI AND DUBAJIC		** COMMENT **	
			04	ICSC ADMIN DUE RENEWAL FOR		01-110-54-00-5460	50.00
			05	B.OLSON		** COMMENT **	
			06	NPELRA MEMBERSHIP RENEWAL FOR		01-110-54-00-5460	205.00
			07	B.OLSON		** COMMENT **	
			08	RECON CONFERENCE REGISTRATION		01-110-54-00-5412	1,220.00
			09	FOR B.OLSON & G.GOLINSKI		** COMMENT **	
				INVOICE TOTAL:			2,531.60 *
	012517-B.REISINGER	12/31/16	01	YANKEE CANDLE-CANDLES		79-795-56-00-5606	2,993.34
			02	IPRA CONFERENCE LODGING-NELSON		79-795-54-00-5415	139.71
			03	PARADISE-OCT 2016 CAR WASHES		79-795-54-00-5495	14.00
			04	PARADISE-OCT 2016 CAR WASHES		79-790-54-00-5495	14.00
			05	ARAMARK#1590732991-UNIFORMS		79-790-56-00-5600	58.77
			06	ARAMARK#15290740354-UNIFORMS		79-790-56-00-5600	89.26
			07	AT&T U-VERSE-12/24-01/23 TOWN		79-795-54-00-5440	55.00
			08	SQUARE SIGN		** COMMENT **	
			09	COMCAST11/29-12/28 PHONE &		79-790-54-00-5440	83.32
			10	CABLE TV		** COMMENT **	
			11	COMCAST-11/29-12/28 INTERNET		01-110-54-00-5440	5.33
			12	COMCAST-11/29-12/28 INTERNET		01-220-54-00-5440	4.00
			13	COMCAST-11/29-12/28 INTERNET		01-120-54-00-5440	5.33
			14	COMCAST-11/29-12/28 INTERNET		79-790-54-00-5440	7.32
			15	COMCAST-11/29-12/28 INTERNET		01-210-54-00-5440	34.61
			16	COMCAST-11/29-12/28 INTERNET		79-795-54-00-5440	7.32
			17	COMCAST-11/29-12/28 INTERNET		52-520-54-00-5440	4.00
			18	COMCAST-11/29-12/28 INTERNET		01-410-54-00-5440	5.33
			19	COMCAST-11/29-12/28 INTERNET		51-510-54-00-5440	6.66
			20	IPRA DUES RENEWAL-REMUS		79-795-54-00-5460	234.00
			21	IPRA DUES RENEWAL-NELSON		79-795-54-00-5460	234.00
			22	IPRA DUES RENEWAL-EVANS		79-795-54-00-5460	125.00
			23	IPRA DUES RENEWAL-EVANS		79-790-54-00-5462	124.00
			24	IPRA DUES RENEWAL-REDMON		79-795-54-00-5460	254.00
			25	SESAC-HTD 2017 MUSIC LICENSE		79-000-14-00-1400	397.00
			26	LICENSE RENEWAL		** COMMENT **	

DATE: 01/23/17  
TIME: 15:17:23  
ID: AP225000.CBL

UNITED CITY OF YORKVILLE  
MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900039	FNBO	FIRST NATIONAL BANK OMAHA			01/25/17		
	012517-B.REISINGER	12/31/16	27	ARAMARK#1590749253-UNIFORMS		79-790-56-00-5600	56.13
			28	ARAMARK#1590758053-UNIFORMS		79-790-56-00-5600	56.13
			29	GROUND EFFECTS-DIRT		79-790-56-00-5640	45.00
			30	GROUND EFFECTS-MULCH		79-790-56-00-5640	1,557.50
				INVOICE TOTAL:			6,610.06 *
	012517-D.BEHRENS	12/31/16	01	RURAL KING-BIBS		52-520-56-00-5600	199.98
			02	RURAL KING-CLOTHS, CAR POLISH		52-520-56-00-5620	8.48
				INVOICE TOTAL:			208.46 *
	012517-E.DHUSE	12/31/16	01	OTTERBOX FOR IPAD		52-520-56-00-5635	92.43
			02	NAPA#155299-BULB, SLIDE		01-410-56-00-5628	16.65
			03	TERMINAL		** COMMENT **	
			04	NAPA#155290-BULBS		01-410-56-00-5628	19.78
			05	UNDERCAR VEHICLE CLEANING		52-520-56-00-5620	51.60
			06	WATER BROOM		** COMMENT **	
			07	NAPA#155756-HALOGEN LAMPS		01-410-56-00-5628	32.62
			08	NAPA#156511-WIPER FLUID		01-410-56-00-5628	18.96
			09	NAPA#156726-CIRCUIT BREAKER		01-410-56-00-5628	4.69
			10	NAPA#157010-HALOGEN BULB		01-410-56-00-5628	9.48
			11	HOME DEPO-POLE KIT		01-410-56-00-5630	79.97
			12	NAPA#157071-BLASTER PENETRANT		52-520-56-00-5620	7.98
			13	NAPA#157070-RELAY		01-410-56-00-5628	13.42
			14	NAPA#157060-RELAY		01-410-56-00-5628	13.42
			15	NAPA#157072-REPLAYS		01-410-56-00-5640	40.26
			16	NAPA#157184-WIPERS		01-410-56-00-5640	21.33
			17	NAPA#157169-TAIL LAMP		01-410-56-00-5640	3.36
				INVOICE TOTAL:			425.95 *
	012517-J.BAUER	12/31/16	01	TRAINING AT LOCAL 150 MEALS		51-510-54-00-5415	19.88
				INVOICE TOTAL:			19.88 *
	012517-J.DYON	12/31/16	01	TARGET-WATER, SOAP		01-110-56-00-5610	11.09
			02	SAMS-FIRST AID SUPPLIES,		01-110-56-00-5610	42.94
			03	PLATES		** COMMENT **	
			04	WAREHOUSE DIRECT-CALENDARS		01-120-56-00-5610	11.94
			05	WAREHOUSE DIRECT-CALENDARS		51-510-56-00-5620	15.29
			06	WAREHOUSE DIRECT-CALENDARS		52-520-56-00-5620	7.72
				INVOICE TOTAL:			88.98 *
	012517-J.ENGBERG	12/31/16	01	AMAZON-WALL MOUNT COAT RACK		01-220-56-00-5610	31.70
			02	APA-2017 NATIONAL PLANNING		01-000-14-00-1400	735.00
			03	CONFERENCE REGISTRATION		** COMMENT **	
				INVOICE TOTAL:			766.70 *
	012517-J.SLEEZER	12/31/16	01	RURAL KING-TRU-PITCHES,		01-410-56-00-5640	41.93

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900039	FNBO	FIRST NATIONAL BANK OMAHA			01/25/17		
	012517-J.SLEEZER	12/31/16	02	COUPLING, BUNG TANK		** COMMENT ** INVOICE TOTAL:	41.93 *
	012517-J.WEISS	12/31/16	01	JEWEL-STORYTIME PROGRAM		82-000-24-00-2480	48.31
			02	SUPPLIES		** COMMENT **	
			03	ALDI-STORYTIME PROGRAM		82-000-24-00-2480	89.93
			04	SUPPLIES		** COMMENT **	
			05	REAMS MEAT MARKET-SAUSAGE,		82-820-56-00-5671	57.72
			06	CHEESE, APPLE BUTTER, JAM		** COMMENT **	
			07	TARGET-CRACKERS, WIRE BASKETS		82-820-56-00-5671	18.72
						INVOICE TOTAL:	214.68 *
	012517-K.BARKSDALE	12/31/16	01	2017 NATIONAL PLANNING		01-000-14-00-1400	735.00
			02	CONFERENCE REGISTRATION		** COMMENT **	
			03	ADOBE CREATIVE CLOUD MONTHLY		01-220-56-00-5635	53.11
			04	FEE		** COMMENT **	
			05	KONE-OCT 2016 ELEVATOR		23-216-54-00-5446	145.00
			06	MAINTENANCE		** COMMENT **	
						INVOICE TOTAL:	933.11 *
	012517-L.HILT	12/31/16	01	WESTPHAL-REPLACE TIRES		01-210-54-00-5495	1,614.20
			02	JIFFY LUBE-OIL CHANGE		01-210-54-00-5495	77.92
			03	JIFFY LUBE-OIL CHANGE		01-210-54-00-5495	115.46
			04	STREICHERS-PANTS, BELTS		01-210-56-00-5600	124.96
			05	GALLS-NON MARRING WEDGE		01-210-56-00-5620	36.55
			06	GALLS-LOCK OUT TOOL KITS		01-210-56-00-5620	214.20
			07	WESTPHAL-ENGINE OIL CHECK		01-210-54-00-5495	55.94
			08	STREICHERS-BELT		01-210-56-00-5600	40.00
			09	VERIZON-11/2-12/1 IN CAR UNITS		01-210-54-00-5440	532.30
			10	STREICHERS-BADGES		01-210-56-00-5600	252.47
			11	DAVE AUTO#24904-SQUAD REPAIR		01-210-54-00-5495	225.00
			12	STREICHERS-PANTS		01-210-56-00-5600	98.00
						INVOICE TOTAL:	3,387.00 *
	012517-L.PICKERING	12/31/16	01	NOTARY STAMP		01-110-56-00-5610	19.90
						INVOICE TOTAL:	19.90 *
	012517-M.EBERHARDT	12/31/16	01	DOLAR TREE-CANDY		82-000-24-00-2480	9.00
			02	NCG-MOVIE GIFT CARDS FOR		82-000-24-00-2480	45.00
			03	VOLUNTEERS		** COMMENT **	
						INVOICE TOTAL:	54.00 *
	012517-M.PFISTER	12/31/16	01	JEWEL-SUPPLIES FOR SANTA		82-000-24-00-2480	105.70
			02	PROGRAM		** COMMENT **	
						INVOICE TOTAL:	105.70 *

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900039	FNBO	FIRST NATIONAL BANK OMAHA			01/25/17		
	012517-M.SENG	12/31/16	01	HOME DEPO-PRIMER, PVC CEMENT,		01-410-56-00-5628	25.90
			02	SEALANT, PVC ADAPTERS, PVC		** COMMENT **	
			03	PIPE		** COMMENT **	
				INVOICE TOTAL:			25.90 *
	012517-N.DECKER	12/31/16	01	PROCESSING FEE		01-120-54-00-5462	39.00
			02	MINER #261858-DIAGNOSTIC CHECK		01-210-54-00-5495	47.50
			03	MINER#261954-ANTENNA REPAIR		01-210-54-00-5495	102.90
			04	MINER#261967-REPAIRED TRIGGER		01-210-54-00-5495	95.00
			05	CABLE		** COMMENT **	
			06	MINER#260995-OUTFITTED NEW		25-205-60-00-6070	9,778.52
			07	SQUAD		** COMMENT **	
			08	ACCURINT-NOV 2016 SEARCHES		01-210-54-00-5462	45.50
			09	NAPA#155841-OIL RETURN CREDIT		01-210-56-00-5620	-35.88
			10	NAPA#155806-OIL		01-210-56-00-5620	71.76
			11	MINER#260994-OUTFIT NEW SQUAD		25-205-60-00-6070	9,778.52
			12	CLEARBAGS-CITATION BAGGIES		01-210-56-00-5620	306.82
			13	NAPA#156398-WIPER BLADE		01-210-56-00-5620	26.54
			14	QUILL-PAPER		01-210-56-00-5610	129.95
			15	MINER#262013-REPAIRED POWER		01-210-54-00-5495	190.00
			16	CONNECTION TO MIRROR		** COMMENT **	
			17	AMAZON-VERBATIMS		01-210-56-00-5610	49.72
			18	AT&T-11/25-12/24 SERVICE		01-210-54-00-5440	123.89
			19	COMCAST-12/08-01/07 CABLE		01-210-54-00-5440	4.27
			20	AMAZON-REPORT LABLES		01-210-56-00-5610	53.97
				INVOICE TOTAL:			20,807.98 *
	012517-P.RATOS	12/31/16	01	AMAZON-DATE STAMP, HOOK RACK,		01-220-56-00-5610	251.47
			02	BATTERIES		** COMMENT **	
			03	BUILDING & FIRE CODE CLASS		01-220-54-00-5412	750.00
			04	REGISTRATION		** COMMENT **	
			05	AMAZON-BOOT & UTILITY TRAY		01-220-56-00-5620	27.95
			06	AMAZON-2 PAIRS SNOW BOOTS		01-220-56-00-5620	212.70
				INVOICE TOTAL:			1,242.12 *
	012517-P.SCODRO	12/16/16	01	TRAINING AT LOCAL 150 MEALS		51-510-54-00-5415	22.79
				INVOICE TOTAL:			22.79 *
	012517-R.FREDRICKSON	12/31/16	01	COMCAST-11/24-12/23 INTERNET		01-110-54-00-5440	45.29
			02	COMCAST-11/24-12/23 INTERNET		01-220-54-00-5440	33.97
			03	COMCAST-11/24-12/23 INTERNET		01-120-54-00-5440	45.29
			04	COMCAST-11/24-12/23 INTERNET		79-790-54-00-5440	62.28
			05	COMCAST-11/24-12/23 INTERNET		01-210-54-00-5440	294.41
			06	COMCAST-11/24-12/23 INTERNET		79-795-54-00-5440	62.28
			07	COMCAST-11/24-12/23 INTERNET		52-520-54-00-5440	33.97

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900039	FNBO	FIRST NATIONAL BANK OMAHA			01/25/17		
	012517-R.FREDRICKSON	12/31/16	08	COMCAST-11/24-12/23 INTERNET		01-410-54-00-5440	45.29
			09	COMCAST-11/24-12/23 INTERNET		51-510-54-00-5440	161.47
			10	IGFOA-AUDIT SEMINAR-WRIGHT		01-120-54-00-5412	15.00
			11	IGFOA-TRENDS IN BANKING		01-120-54-00-5412	40.00
			12	SEMINAR-FREDRICKSON		** COMMENT **	
			13	NEWTEK-12/11-01/11 WEB UPKEEP		01-640-54-00-5450	15.95
			14	IGFOA-GASB SEMINAR-FREDRICKSON		01-120-54-00-5412	50.00
			15	IGFOA-FINANCE WEBINAR SERIES		01-120-54-00-5412	148.50
			16	IGFOA-FINANCE WEBINAR SERIES		01-000-14-00-1400	301.50
			17	2017 IL FINANCIAL FORCAST		01-120-54-00-5412	99.00
			18	FORUM		** COMMENT **	
				INVOICE TOTAL:			1,454.20 *
	012517-R.HARMON	12/31/16	01	DISCOUNT SCHOOL-PRESCHOOL		79-795-56-00-5606	253.79
			02	MISCELLANEOUS CRAFT SUPPLIES		** COMMENT **	
			03	GENESIS-BOOKS		79-795-56-00-5606	20.00
			04	AMAZON-CHRISTMAS GIFT TAG		79-795-56-00-5606	50.76
			05	STICKERS, HAND SOAP		** COMMENT **	
			06	AMAZON-CHRISTMAS GIFT PAPER		79-795-56-00-5606	12.49
			07	AMAZON-CANDY CANES		79-795-56-00-5606	20.35
			08	WALMART-DEC. PRESCHOOL		79-795-56-00-5606	57.96
			09	SUPPLIES		** COMMENT **	
			10	TARGET-COOKIES		79-795-56-00-5606	10.98
			11	RURAL KING-JAN 2017 PRESCHOOL		79-795-56-00-5606	97.51
			12	SUPPLIES		** COMMENT **	
			13	SCHOLASTIC CREDIT FOR		79-795-56-00-5606	-39.99
			14	INCORRECT CHARGE		** COMMENT **	
				INVOICE TOTAL:			483.85 *
	012517-R.MIKOLASEK	12/31/16	01	GLOCK TRAINING CLASS		01-210-54-00-5412	500.00
			02	RURAL KING-AMMUNITION		01-210-56-00-5620	39.66
			03	WHOLESALE TIRE-TIRE INSTALLED		01-210-54-00-5495	296.99
				INVOICE TOTAL:			836.65 *
	012517-R.WRIGHT	12/31/16	01	FACEBOOK-ADVERTISING POST		01-410-54-00-5462	7.29
			02	FACEBOOK-ADVERTISING POST		79-795-56-00-5606	79.97
			03	ILCMA SPEED COACHING LUNCH FOR		01-110-54-00-5412	30.00
			04	CITY INTERN		** COMMENT **	
			05	RUSH-DOT EXAM		01-410-54-00-5462	60.00
			06	RUSH-DRUG TESTING		01-220-54-00-5462	40.00
			07	RUSH-DRUG TESTING		79-795-54-00-5462	160.00
			08	RUSH-DOT EXAM		51-510-54-00-5462	60.00
				INVOICE TOTAL:			437.26 *
	012517-S.AUGUSTINE	12/31/16	01	DOLLAR TREE-CHRISTMAS CANDY		82-000-24-00-2480	18.49

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900039	FNBO	FIRST NATIONAL BANK OMAHA			01/25/17		
	012517-S.AUGUSTINE	12/31/16	02	AND SUPPLIES		** COMMENT ** INVOICE TOTAL:	18.49 *
	012517-S.IWANSKI	12/31/16	01	STAMPS & BOOK POSTAGE		82-820-54-00-5452 INVOICE TOTAL:	178.02 178.02 *
	012517-S.REDMON	12/31/16	01	SOARING TO NEW HEIGHTS		79-795-54-00-5412	360.00
			02	CONFERENCE REGISTRATION		** COMMENT **	
			03	JEWEL-CANDY		79-795-56-00-5606	4.98
			04	FLIPPINGBOOK PUBLISHER BASIC		79-795-56-00-5635	199.00
			05	ELECTRONIC SUBSCRIPTION		** COMMENT **	
			06	RENEWAL		** COMMENT ** INVOICE TOTAL:	563.98 *
	012517-S.REMUS	12/31/16	01	ANNUAL INFLATABLE PERMIT		79-795-56-00-5606	112.59
			02	TOP GOLF-MARCH REC GOLF OUTING		79-795-56-00-5606	1,053.06
						INVOICE TOTAL:	1,165.65 *
	012517-S.SLEEZER	12/31/16	01	FIRST PLACE RENTAL#276995-1		79-790-54-00-5485	279.75
			02	AUGER RENTAL		** COMMENT **	
			03	ICE RINK-ROLLED REPLACEMENT		79-790-56-00-5620	94.23
			04	LINER		** COMMENT ** INVOICE TOTAL:	373.98 *
	012517-T.KLINGEL	12/31/16	01	GASOLINE		01-210-56-00-5695	100.25
						INVOICE TOTAL:	100.25 *
	012517-T.KONEN	12/31/16	01	IWWA-PUMP STATION		51-510-54-00-5412	32.00
			02	CONSIDERATION SEMINAR - SCODRO		** COMMENT **	
			03	ACE#D01842-CONNECTORS		51-510-56-00-5640	7.58
			04	AMAZON-PHONE CASE		51-510-56-00-5630	17.37
			05	HOME DEPO-COPPER SLEEVES,		51-510-56-00-5638	75.38
			06	NUYS, TEES, BALL VALVES,		** COMMENT **	
			07	COUPLING, WRENCH		** COMMENT ** INVOICE TOTAL:	132.33 *
	012517-T.NELSON	12/31/16	01	SUDDORA-WRIST SWEATBANDS		79-795-56-00-5606	64.74
						INVOICE TOTAL:	64.74 *
	012517-T.SOELKE	12/31/16	01	LOCAL 150 TRAINING MEALS		52-520-54-00-5415	16.74
			02	RURAL KING-BIBS & COAT		52-520-56-00-5600	235.93
			03	DEC 2016 GASOLINE		52-520-56-00-5695	133.04
						INVOICE TOTAL:	385.71 *
	012517-UCOY	12/31/16	01	ADVANCED DISPOSAL-NOV 2016		01-540-54-00-5442	105,601.73

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900039	FNBO	FIRST NATIONAL BANK OMAHA			01/25/17		
	012517-UCOY	12/31/16	02	REFUSE SERVICE		** COMMENT **	
			03	ADVANCED DISPOSAL-NOV 2016		01-540-54-00-5441	2,756.60
			04	REFUSE SERVICE-SENIORS		** COMMENT **	
			05	ADVANCED DISPOSAL-NOV 2016		01-540-54-00-5441	153.92
			06	REFUSE SERVICE-SENIOR CIRCUIT		** COMMENT **	
			07	BREAKER		** COMMENT **	
						INVOICE TOTAL:	108,512.25 *
						CHECK TOTAL:	161,873.67
						TOTAL AMOUNT PAID:	161,873.67



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523118	R0001803	EDRIC ARANA					
	20160699		01/10/17	01	642 KENTSHIRE BUILD PROGRAM	23-000-24-00-2445	2,654.80
				02	642 KENTSHIRE BUILD PROGRAM	25-000-24-21-2445	900.00
				03	642 KENTSHIRE BUILD PROGRAM	51-000-24-00-2445	1,600.00
					INVOICE TOTAL:		5,154.80 *
					CHECK TOTAL:		5,154.80
523119	R0001804	JOHN & MELISSA MARTINO					
	20160625-BUILD		01/10/17	01	569 SUTTON ST BUILD PROGRAM	23-000-24-00-2445	2,488.40
				02	569 SUTTON ST BUILD PROGRAM	25-000-24-21-2445	900.00
				03	569 SUTTON ST BUILD PROGRAM	51-000-24-00-2445	1,600.00
					INVOICE TOTAL:		4,988.40 *
					CHECK TOTAL:		4,988.40
523120	R0001805	STACY RUBICAN					
	20160700-BUILD		01/10/17	01	2732 PHELPS CT BUILD PROGRAM	23-000-24-00-2445	3,219.60
				02	2732 PHELPS CT BUILD PROGRAM	25-000-24-21-2445	900.00
				03	2732 PHELPS CT BUILD PROGRAM	51-000-24-00-2445	1,600.00
					INVOICE TOTAL:		5,719.60 *
					CHECK TOTAL:		5,719.60
					TOTAL AMOUNT PAID:		15,862.80

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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524162	AACVB	AURORA AREA CONVENTION					
	12-31-17-HAMPTON		02/03/17	01	DEC 2016 HAMPTON INN HOTEL TAX	01-640-54-00-5481	2,724.64
					INVOICE TOTAL:		2,724.64 *
	12/16-ALL		02/03/17	01	DEC 2016 ALL SEASON HOTEL TAX	01-640-54-00-5481	23.48
					INVOICE TOTAL:		23.48 *
	12/31/16-SUNSET		02/03/17	01	DEC 2016 SUNSET HOTEL TAX	01-640-54-00-5481	48.60
					INVOICE TOTAL:		48.60 *
	123116-SUPER		02/06/17	01	DEC 2016 SUPER 8 HOTEL TAX	01-640-54-00-5481	1,022.87
					INVOICE TOTAL:		1,022.87 *
					CHECK TOTAL:		3,819.59
524163	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC					
	0676801-IN		01/04/17	01	PHOTOCONTROLS, SODIUM LAMPS	15-155-56-00-5642	522.36
					INVOICE TOTAL:		522.36 *
					CHECK TOTAL:		522.36
524164	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC					
	0676993-IN		01/05/17	01	CRIMPING TOOL, VINYL TAPE	15-155-56-00-5642	364.52
					INVOICE TOTAL:		364.52 *
	0677156-IN		01/06/17	01	SODIUM LAMPS	15-155-56-00-5642	40.10
					INVOICE TOTAL:		40.10 *
	0677190-IN		01/06/17	01	BACK UP BATTERY	51-510-56-00-5638	59.96
					INVOICE TOTAL:		59.96 *
	0678959-IN		01/18/17	01	UNIT HEATER	51-510-56-00-5638	595.00
					INVOICE TOTAL:		595.00 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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524164	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC					
	0680163-IN		01/25/17	01	SURE-LITES	01-410-56-00-5640	91.92
						INVOICE TOTAL:	91.92 *
						CHECK TOTAL:	1,151.50
524165	ARNESON	ARNESON OIL COMPANY					
	010517		01/05/17	01	2 DRUMS ENGINE OIL	79-790-56-00-5640	578.00
						INVOICE TOTAL:	578.00 *
						CHECK TOTAL:	578.00
524166	ARNESON	ARNESON OIL COMPANY					
	181089		01/16/17	01	CITY HALL GENERATOR FUEL	23-216-56-00-5656	309.68
						INVOICE TOTAL:	309.68 *
	181216		01/17/17	01	DRUM ENGINE OIL	01-410-56-00-5628	578.00
						INVOICE TOTAL:	578.00 *
	181889		01/26/17	01	DIESEL FUEL	01-410-56-00-5695	326.70
				02	DIESEL FUEL	51-510-56-00-5695	326.70
				03	DIESEL FUEL	52-520-56-00-5695	326.69
						INVOICE TOTAL:	980.09 *
						CHECK TOTAL:	1,867.77
524167	ATLAS	ATLAS BOBCAT					
	674325		01/16/17	01	REPLACED FAULTY AUX HOSE	01-410-54-00-5490	699.00
						INVOICE TOTAL:	699.00 *
						CHECK TOTAL:	699.00
524168	ATTGLOB	AT&T GLOBAL SERVICES, INC.					

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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524168	ATTGLOB	AT&T GLOBAL SERVICES, INC.					
	IL827732		01/09/17	01	JAN-APR 2017 MAINTENANCE	01-110-54-00-5462	736.20
				02	BILLING	** COMMENT **	
				03	MAY-JULY 2017 MAINTENANCE	01-000-14-00-1400	736.20
				04	BILLING	** COMMENT **	
					INVOICE TOTAL:		1,472.40 *
					CHECK TOTAL:		1,472.40
524169	ATTINTER	AT&T					
	4271205308		01/10/17	01	01/10-02/09 ROUTER	01-110-54-00-5440	496.60
					INVOICE TOTAL:		496.60 *
					CHECK TOTAL:		496.60
524170	B&WCONTR	B&W CONTROL SYSTEM INTEGRATION					
	0189998		12/15/16	01	11/21-12/08 NON-CONTRACT IT	01-640-54-00-5450	3,800.00
				02	SUPPORT SERVICES	** COMMENT **	
					INVOICE TOTAL:		3,800.00 *
	0189999		12/15/16	01	5 LAPTOPS, 4 DOCKING STATIONS,	01-640-54-00-5450	8,261.98
				02	4 MONITORS	** COMMENT **	
					INVOICE TOTAL:		8,261.98 *
					CHECK TOTAL:		12,061.98
524171	BATTERY S	BATTERY SERVICE CORPORATION					
	0019909		01/20/17	01	BATTERY	51-510-56-00-5638	44.95
					INVOICE TOTAL:		44.95 *
					CHECK TOTAL:		44.95
524172	BAUMANNJ	JAMES BAUMANN					

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 ADMINISTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
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524172	BAUMANNJ	JAMES BAUMANN						
	012117		01/21/17	01	REFEREE	79-795-54-00-5462	100.00	
						INVOICE TOTAL:	100.00 *	
						CHECK TOTAL:		100.00
524173	BEHRB	BRETT BEHRENS						
	012017		01/20/17	01	UNION TRAINING MEAL AND	51-510-54-00-5415	56.96	
				02	MILEAGE REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	56.96 *	
						CHECK TOTAL:		56.96
524174	BENNETTG	BENNETT, GARY L.						
	010817		01/08/17	01	6 MONTHS OF BRUSH DISPOSAL	01-540-54-00-5443	600.00	
						INVOICE TOTAL:	600.00 *	
						CHECK TOTAL:		600.00
524175	BOOKB	BRENDA BOOK						
	011417		01/14/17	01	REFEREE	79-795-54-00-5462	125.00	
						INVOICE TOTAL:	125.00 *	
						CHECK TOTAL:		125.00
524176	BPAMOCO	BP AMOCO OIL COMPANY						
	49476926		01/24/17	01	JAN 2017 GASOLINE	01-210-56-00-5695	511.40	
						INVOICE TOTAL:	511.40 *	
						CHECK TOTAL:		511.40
524177	BRONZEME	BRONZE MEMORIAL CO.						

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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524177	BRONZEME	BRONZE MEMORIAL CO.					
	701654		01/07/17	01	BRONZE PLAQUE FOR JERRY CLARK	79-790-56-00-5640	157.95
					INVOICE TOTAL:		157.95 *
					CHECK TOTAL:		157.95
524178	BUGGITER	BUG GIT-ERS LLC					
	3589		01/11/17	01	JAN 2017 PEST CONTROL	79-790-54-00-5495	85.00
					INVOICE TOTAL:		85.00 *
					CHECK TOTAL:		85.00
524179	CARGILL	CARGILL, INC					
	2903172187		01/04/17	01	BULK ROCK SALT	51-510-56-00-5638	3,171.19
					INVOICE TOTAL:		3,171.19 *
	2903175833		01/05/17	01	BULK ROCK SALT	51-510-56-00-5640	3,218.18
					INVOICE TOTAL:		3,218.18 *
	2903214823		01/23/17	01	BULK ROCK SALT	51-510-56-00-5638	3,161.03
					INVOICE TOTAL:		3,161.03 *
					CHECK TOTAL:		9,550.40
524180	CARROCK	KIRSTEN L. CARROCCIA					
	3		01/18/17	01	WINTER 2017 MUSIC TOGETHER	79-795-54-00-5462	575.00
				02	CLASS INSTRUCTION	** COMMENT **	
					INVOICE TOTAL:		575.00 *
					CHECK TOTAL:		575.00
524181	COLLEPRO	COLLECTION PROFESSIONALS INC.					

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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524181	COLLEPRO	COLLECTION PROFESSIONALS INC.					
	214830-J-013117		01/31/17	01	COMMISSION ON COLLECTIONS	51-510-54-00-5462	86.42
						INVOICE TOTAL:	86.42 *
						CHECK TOTAL:	86.42
524182	COMED	COMMONWEALTH EDISON					
	0435113116-1216		01/09/17	01	12/5-1/6 BEECHER & RT25	15-155-54-00-5482	83.89
						INVOICE TOTAL:	83.89 *
						CHECK TOTAL:	83.89
524183	COMED	COMMONWEALTH EDISON					
	0903040077-0117		01/31/17	01	12/12-01/26 MISC STREET LIGHTS	15-155-54-00-5482	2,727.79
						INVOICE TOTAL:	2,727.79 *
						CHECK TOTAL:	2,727.79
524184	COMED	COMMONWEALTH EDISON					
	1183088101-0117		01/27/17	01	12/27-01/27 PRAIRIE LIFT	52-520-54-00-5480	124.35
						INVOICE TOTAL:	124.35 *
	1613010022-1216		01/18/17	01	12/13-01/17 BALLFIELD	79-795-54-00-5480	318.83
						INVOICE TOTAL:	318.83 *
						CHECK TOTAL:	443.18
524185	COMED	COMMONWEALTH EDISON					
	6963019021-1216		01/18/17	01	12/13-01/17 ROSENWINKLE DR	15-155-54-00-5482	43.90
						INVOICE TOTAL:	43.90 *
						CHECK TOTAL:	43.90

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524186	COMED	COMMONWEALTH EDISON						
	7090039005-1216		01/11/17	01	12/08-01/11 CANNONBALL TR	15-155-54-00-5482	17.87	
				02	12/08-01/11 CANNONBALL TR	01-410-54-00-5482	0.90	
					INVOICE TOTAL:		18.77	*
					CHECK TOTAL:			18.77
524187	COMED	COMMONWEALTH EDISON						
	8344010026-1216		01/24/17	01	12/01-01/23 MISC STREET LIGHTS	15-155-54-00-5482	513.14	
					INVOICE TOTAL:		513.14	*
					CHECK TOTAL:			513.14
524188	COMPASS	COMPASS MINERALS AMERICA						
	71586377		01/10/17	01	SALT	15-155-56-00-5618	988.46	
					INVOICE TOTAL:		988.46	*
	71586874		01/11/17	01	SALT	15-155-56-00-5618	14,790.23	
					INVOICE TOTAL:		14,790.23	*
					CHECK TOTAL:			15,778.69
524189	CONSTELL	CONSTELLATION NEW ENERGY						
	0037254405		01/10/17	01	12/02-01/04 1 W ALLEY	51-510-54-00-5480	74.98	
					INVOICE TOTAL:		74.98	*
	0037503876		01/24/17	01	12/15-01/19 3299 LEHMAN CROSS	51-510-54-00-5480	7,443.84	
					INVOICE TOTAL:		7,443.84	*
					CHECK TOTAL:			7,518.82
524190	DUTEK	THOMAS & JULIE FLETCHER						

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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524190	DUTEK	THOMAS & JULIE FLETCHER					
	0001158		01/06/17	01	HOSE ASSEMBLY	01-410-56-00-5628	23.50
					INVOICE TOTAL:		23.50 *
					CHECK TOTAL:		23.50
524191	DYNEGY	DYNEGY ENERGY SERVICES					
	102389317011		01/27/17	01	12/20-01/23 421 POPLAR LIGHT	15-155-54-00-5482	6,404.67
					INVOICE TOTAL:		6,404.67 *
	102389417011		01/06/17	01	12/1-1/3 1 COUNTRYSIDE PKWY	15-155-54-00-5482	230.21
				02	12/1-1/3 1 COUNTRYSIDE PKWY	01-410-54-00-5482	20.66
					INVOICE TOTAL:		250.87 *
					CHECK TOTAL:		6,655.54
524192	ENDRESS	ENDRESS & HAUSER					
	2300549504		09/14/16	01	ELECTROMAGNATIC FLOWMETER	51-510-56-00-5664	4,180.09
					INVOICE TOTAL:		4,180.09 *
					CHECK TOTAL:		4,180.09
524193	ENVPROD	ENVIRONMENTAL PRODUCTS & ACCESS					
	226558		01/13/17	01	VACUUM TRUCK AR HOSE	52-520-56-00-5628	383.29
					INVOICE TOTAL:		383.29 *
					CHECK TOTAL:		383.29
524194	EYEMED	FIDELITY SECURITY LIFE INS.					
	163095669		01/25/17	01	FEB 2017 VISION INS	01-110-52-00-5224	66.29
				02	FEB 2017 VISION INS	01-120-52-00-5224	54.75

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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524194	EYEMED	FIDELITY SECURITY LIFE INS.					
	163095669		01/25/17	03	FEB 2017 VISION INS	01-210-52-00-5224	487.42
				04	FEB 2017 VISION INS	01-220-52-00-5224	48.92
				05	FEB 2017 VISION INS	01-410-52-00-5224	88.93
				06	FEB 2017 VISION INS	01-640-52-00-5242	65.16
				07	FEB 2017 VISION INS	79-790-52-00-5224	85.85
				08	FEB 2017 VISION INS	79-795-52-00-5224	66.60
				09	FEB 2017 VISION INS	51-510-52-00-5224	94.25
				10	FEB 2017 VISION INS	52-520-52-00-5224	45.97
				11	FEB 2017 VISION INS	82-820-52-00-5224	54.24
					INVOICE TOTAL:		1,158.38 *
					CHECK TOTAL:		1,158.38
524195	FARREN	FARREN HEATING & COOLING					
	10069		01/23/17	01	RESET BEECHER THERMOSTAT	23-216-54-00-5446	120.00
					INVOICE TOTAL:		120.00 *
					CHECK TOTAL:		120.00
524196	FIRST	FIRST PLACE RENTAL					
	279802-1		01/13/17	01	GEARBOX ASSEMBLY	79-790-54-00-5485	896.74
					INVOICE TOTAL:		896.74 *
	279896-1		01/18/17	01	AUGER RENTAL	79-790-54-00-5485	120.40
					INVOICE TOTAL:		120.40 *
					CHECK TOTAL:		1,017.14
524197	FIRSTNON	FIRST NONPROFIT UNEMPLOYMENT					
	122719N-012317		01/23/17	01	2017 1ST QTR UNEMPLOYMENT INS	01-640-52-00-5230	3,632.11
				02	2017 1ST QTR UNEMPLOYMENT INS	82-820-52-00-5230	240.82

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524197	FIRSTNON	FIRST NONPROFIT UNEMPLOYMENT					
	122719N-012317		01/23/17	03	2017 1ST QTR UNEMPLOYMENT INS	51-510-52-00-5230	381.09
				04	2017 1ST QTR UNEMPLOYMENT INS	52-520-52-00-5230	200.48
					INVOICE TOTAL:		4,454.50 *
					CHECK TOTAL:		4,454.50
524198	FLATSOS	RAQUEL HERRERA					
	3733		01/05/17	01	2 NEW TIRES	79-790-54-00-5495	337.00
					INVOICE TOTAL:		337.00 *
	3750		01/09/17	01	1 NEW TIRE	79-790-54-00-5495	120.09
					INVOICE TOTAL:		120.09 *
					CHECK TOTAL:		457.09
524199	FLEET	FLEET SAFETY SUPPLY					
	67114		01/13/17	01	LIGHTHEAD, CLEARANCE MARKER	01-410-56-00-5628	133.83
					INVOICE TOTAL:		133.83 *
					CHECK TOTAL:		133.83
524200	FOXVALLE	FOX VALLEY TROPHY & AWARDS					
	33840		01/23/17	01	STOCK RIBBONS	79-795-56-00-5606	12.60
					INVOICE TOTAL:		12.60 *
					CHECK TOTAL:		12.60
524201	FOXVALSA	FOX VALLEY SANDBLASTING					
	31600		12/21/16	01	SANDBLAST & RECOAT BENCHES	79-790-54-00-5495	950.00
					INVOICE TOTAL:		950.00 *
					CHECK TOTAL:		950.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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524202	GALLS	GALL'S INC.						
	006730910		01/03/17	01	BOOTS	01-210-56-00-5600	204.35	
						INVOICE TOTAL:	204.35	*
						CHECK TOTAL:		204.35
524203	GARDKOCH	GARDINER KOCH & WEISBERG						
	H-2364C-123454		01/06/17	01	KIMBALL HILL I MATTERS	01-640-54-00-5461	1,273.75	
						INVOICE TOTAL:	1,273.75	*
	H-3181C-123452		01/06/17	01	GENERAL CITY LEGAL MATTERS	01-640-54-00-5461	160.00	
						INVOICE TOTAL:	160.00	*
	H-3525C-123453		01/06/17	01	KIMBALL HILL UNIT 4 MATTERS	01-640-54-00-5461	520.00	
						INVOICE TOTAL:	520.00	*
	H-3548C-123456		01/06/17	01	WALKER HOMES MATTERS	01-640-54-00-5461	1,200.00	
						INVOICE TOTAL:	1,200.00	*
	H-3617C-123455		01/06/17	01	ROB ROY RAYMOND MATTERS	01-640-54-00-5461	660.00	
						INVOICE TOTAL:	660.00	*
	H-3995C-123457		01/06/17	01	YMCA MATTERS	01-640-54-00-5461	482.25	
						INVOICE TOTAL:	482.25	*
						CHECK TOTAL:		4,296.00
524204	GLATFELT	GLATFELTER UNDERWRITING SRVS.						
	21177211-2		11/21/16	01	LIABILITY INS INSTALLMENT#2	01-640-52-00-5231	8,802.88	
				02	LIABILITY INS INSTALLMENT#2-PR	01-640-52-00-5231	1,624.43	
				03	LIABILITY INS INSTALLMENT#2	51-510-52-00-5231	952.50	
				04	LIABILITY INS INSTALLMENT#2	52-520-52-00-5231	478.53	
				05	LIABILITY INS INSTALLMENT#2	82-820-52-00-5231	815.66	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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524204	GLATFELT	GLATFELTER UNDERWRITING SRVS.					
	21177211-2		11/21/16	06	LIABILITY INS INSTALLMENT#2	01-000-14-00-1400	292.41
				07	LIABILITY INS INSTALLMENT#2-PR	01-000-14-00-1400	53.96
				08	LIABILITY INS INSTALLMENT#2	51-000-14-00-1400	31.64
				09	LIABILITY INS INSTALLMENT#2	52-000-14-00-1400	15.90
				10	LIABILITY INS INSTALLMENT#2-LB	01-000-14-00-1400	27.09
					INVOICE TOTAL:		13,095.00 *
	213937111		11/22/16	01	TRUCK ADDED TO INS POLICY	51-510-52-00-5231	390.00
				02	TRUCK ADDED TO INS POLICY	01-640-52-00-5231	390.00
					INVOICE TOTAL:		780.00 *
					CHECK TOTAL:		13,875.00
524205	GUARDENT	GUARDIAN					
	012017		01/20/17	01	FEB 2017 DENTAL INS	01-110-52-00-5223	524.75
				02	FEB 2017 DENTAL INS	01-110-52-00-5237	84.26
				03	FEB 2017 DENTAL INS	01-120-52-00-5223	471.21
				04	FEB 2017 DENTAL INS	01-210-52-00-5223	4,005.38
				05	FEB 2017 DENTAL INS	01-220-52-00-5223	398.32
				06	FEB 2017 DENTAL INS	01-410-52-00-5223	750.84
				07	FEB 2017 DENTAL INS	01-640-52-00-5241	463.39
				08	FEB 2017 DENTAL INS	79-790-52-00-5223	712.32
				09	FEB 2017 DENTAL INS	79-795-52-00-5223	524.71
				10	FEB 2017 DENTAL INS	51-510-52-00-5223	762.28
				11	FEB 2017 DENTAL INS	52-520-52-00-5223	363.89
				12	FEB 2017 DENTAL INS	82-820-52-00-5223	440.48
					INVOICE TOTAL:		9,501.83 *
					CHECK TOTAL:		9,501.83
524206	HDSUPPLY	HD SUPPLY WATERWORKS, LTD.					
	G683196		01/27/17	01	54 510R MXUS	51-510-56-00-5664	6,750.00
					INVOICE TOTAL:		6,750.00 *
					CHECK TOTAL:		6,750.00

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
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524207	HENDERSO	HENDERSON PRODUCTS, INC.					
	247708		01/06/17	01	AMP DRIVER KIT	01-410-56-00-5628	354.00
					INVOICE TOTAL:		354.00 *
	247776		01/06/17	01	SENSORS	01-410-56-00-5628	933.79
					INVOICE TOTAL:		933.79 *
	248411		01/18/17	01	30 AMP DRIVER KITS	01-410-56-00-5628	345.00
					INVOICE TOTAL:		345.00 *
	248795		01/20/17	01	SENSORS	01-410-56-00-5628	326.01
					INVOICE TOTAL:		326.01 *
					CHECK TOTAL:		1,958.80
524208	HILLT	TERRY HILL					
	012717		01/27/17	01	REIMBURSEMENT FOR WORK BOOTS	01-210-56-00-5600	151.36
					INVOICE TOTAL:		151.36 *
					CHECK TOTAL:		151.36
524209	HRGREEN	HR GREEN					
	109251		01/10/17	01	DOWNTOWN PARKING LOT STUDY	88-880-60-00-6000	5,525.00
					INVOICE TOTAL:		5,525.00 *
	109313		01/11/17	01	CRB - WRIGLEY	23-230-60-00-6009	20,622.90
				02	EXPANSION-CONSTRUCTION	** COMMENT **	
				03	INSPECTION SERVICES	** COMMENT **	
					INVOICE TOTAL:		20,622.90 *
	109464		01/19/17	01	CRB-WRIGLEY EXPANASION	23-230-60-00-6009	1,931.75
				02	CONSTRUCTION INSPECTION	** COMMENT **	
				03	SERVICES	** COMMENT **	
					INVOICE TOTAL:		1,931.75 *
					CHECK TOTAL:		28,079.65

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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524210	ILLCO	ILLCO, INC.						
	1312199		01/09/17	01	PVC PIPE, PVC TEE, COUPLING,	52-520-56-00-5620	148.51	
				02	BALL VALVE, HOLE STRAP	** COMMENT **		
					INVOICE TOTAL:		148.51	*
	1312200		01/09/17	01	PIPE	52-520-56-00-5620	7.20	
					INVOICE TOTAL:		7.20	*
					CHECK TOTAL:			155.71
524211	ILPD4778	ILLINOIS STATE POLICE						
	120116		12/01/16	01	LIQUOR LICENSE BACKGROUND	01-110-54-00-5462	81.00	
				02	CHECK	** COMMENT **		
					INVOICE TOTAL:		81.00	*
					CHECK TOTAL:			81.00
524212	ILPD4811	ILLINOIS STATE POLICE						
	120116		12/01/16	01	COACHES BACKGROUND CHECKS	79-795-54-00-5462	108.00	
					INVOICE TOTAL:		108.00	*
					CHECK TOTAL:			108.00
524213	ILTREASU	STATE OF ILLINOIS TREASURER						
	54		02/01/17	01	RT47 EXPANSION PYMT #54	15-155-60-00-6079	6,148.90	
				02	RT47 EXPANSION PYMT #54	51-510-60-00-6079	16,462.00	
				03	RT47 EXPANSION PYMT #54	52-520-60-00-6079	4,917.93	
				04	RT47 EXPANSION PYMT #54	88-880-60-00-6079	618.36	
					INVOICE TOTAL:		28,147.19	*
					CHECK TOTAL:			28,147.19
524214	ILTRUCK	ILLINOIS TRUCK MAINTENANCE, IN						

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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524214	ILTRUCK	ILLINOIS TRUCK MAINTENANCE, IN					
	027756		01/10/17	01	REPLACE HAND PRIMER, FUEL	01-410-54-00-5490	1,191.27
				02	PRESSURE REGULATOR, FUEL CHECK	** COMMENT **	
				03	VALVE	** COMMENT **	
					INVOICE TOTAL:		1,191.27 *
					CHECK TOTAL:		1,191.27
524215	INGEMUNS	INGEMUNSON LAW OFFICES LTD					
	3912		02/01/17	01	01/18/17 ADMIN HEARING	01-210-54-00-5467	150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
524216	INTELCOM	INTELLIGENT COMPUTING SOLUTION					
	861		12/24/16	01	ANNUAL COLLECTOR INTERNET	51-510-54-00-5462	708.00
				02	SERVICE BILLING	** COMMENT **	
					INVOICE TOTAL:		708.00 *
					CHECK TOTAL:		708.00
524217	IPRF	ILLINOIS PUBLIC RISK FUND					
	38180		01/12/17	01	MAR 2017 WORK COMP INS	01-640-52-00-5231	10,093.28
				02	MAR 2017 WORK COMP INS	01-640-52-00-5231	2,159.82
				03	MAR 2017 WORK COMP INS	51-510-52-00-5231	1,057.74
				04	MAR 2017 WORK COMP INS	52-520-52-00-5231	545.26
				05	MAR 2017 WORK COMP INS	82-820-52-00-5231	1,017.90
					INVOICE TOTAL:		14,874.00 *
					CHECK TOTAL:		14,874.00
524218	ITRON	ITRON					

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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524218	ITRON	ITRON						
	437943		01/12/17	01	FEB 2017 HOSTING SERVICES	51-510-54-00-5462	555.08	
					INVOICE TOTAL:		555.08	*
					CHECK TOTAL:			555.08
524219	JIMSTRCK	JIM'S TRUCK INSPECTION LLC						
	164828		01/09/17	01	TRUCK INSPECTION	79-790-54-00-5495	29.00	
					INVOICE TOTAL:		29.00	*
	164831		01/09/17	01	TRUCK INSPECTION	79-790-54-00-5495	29.00	
					INVOICE TOTAL:		29.00	*
	164841		01/09/17	01	TRUCK INSPECTION	79-790-54-00-5495	30.00	
					INVOICE TOTAL:		30.00	*
	164845		01/09/17	01	TRUCK INSPECTION	79-790-54-00-5495	30.00	
					INVOICE TOTAL:		30.00	*
	164846		01/09/17	01	TRUCK INSPECTION	79-790-54-00-5495	29.00	
					INVOICE TOTAL:		29.00	*
	164941		01/17/16	01	TRUCK INSPECTION	79-790-54-00-5495	30.00	
					INVOICE TOTAL:		30.00	*
	164942		01/17/17	01	TRUCK INSPECTION	79-790-54-00-5495	29.00	
					INVOICE TOTAL:		29.00	*
	165022		01/20/17	01	TRUCK INSPECTION	79-790-54-00-5495	30.00	
					INVOICE TOTAL:		30.00	*
	165106		01/26/17	01	TRUCK INSPECTION	52-520-54-00-5495	30.00	
					INVOICE TOTAL:		30.00	*
					CHECK TOTAL:			266.00

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
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524220	JULIE	JULIE, INC.					
		2017-1873-010917	01/09/17	01	2017 ANNUAL ASSESSMENT PYMT	51-510-54-00-5483	3,218.91
					INVOICE TOTAL:		3,218.91 *
					CHECK TOTAL:		3,218.91
524221	KANEWATE	KANE COUNTY WATER ASSOCIATION					
		2017 DUES	01/12/17	01	ANNUAL MEMBERSHIP DUES	51-510-54-00-5460	125.00
					INVOICE TOTAL:		125.00 *
					CHECK TOTAL:		125.00
524222	KCPROB	KENDALL COUNTY COURT SERVICES					
		012617	01/26/17	01	FY15 DIVERSION SPECIALIST	01-210-54-00-5472	3,239.17
					INVOICE TOTAL:		3,239.17 *
					CHECK TOTAL:		3,239.17
524223	KCRECORD	SHAW SUBURBAN MEDIA GROUP					
		41877-030217	01/24/17	01	3 YEAR SUBSCRIPTION RENEWAL	01-220-54-00-5460	80.00
					INVOICE TOTAL:		80.00 *
					CHECK TOTAL:		80.00
524224	KENDCPA	KENDALL COUNTY CHIEFS OF					
		2017 DUES	01/30/17	01	2017 MEMBERSHIP DUES	01-210-54-00-5460	300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
524225	KONICA	KONICA MINOLTA					

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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524225	KONICA	KONICA MINOLTA					
	29699738		01/12/17	01	1/1-2/1 COPIER LEASE	01-110-54-00-5485	175.19
				02	1/1-2/1 COPIER LEASE	01-120-54-00-5485	140.15
				03	1/1-2/1 COPIER LEASE	01-220-54-00-5485	260.98
				04	1/1-2/1 COPIER LEASE	01-210-54-00-5485	366.84
				05	1/1-2/1 COPIER LEASE	01-410-54-00-5485	35.29
				06	1/1-2/1 COPIER LEASE	51-510-54-00-5485	35.29
				07	1/1-2/1 COPIER LEASE	52-520-54-00-5485	35.29
				08	1/1-2/1 COPIER LEASE	79-790-54-00-5485	130.49
				09	1/1-2/1 COPIER LEASE	79-795-54-00-5485	130.48
					INVOICE TOTAL:		1,310.00 *
					CHECK TOTAL:		1,310.00
524226	KWIATKOJ	JOSEPH KWIATKOWSKI					
	011417		01/14/17	01	REFEREE	79-795-54-00-5462	175.00
					INVOICE TOTAL:		175.00 *
	012117		01/21/17	01	REFEREE	79-795-54-00-5462	175.00
					INVOICE TOTAL:		175.00 *
					CHECK TOTAL:		350.00
524227	LAWSON	LAWSON PRODUCTS					
	9304623828		01/05/17	01	WASHERS, SCREWS, HEX CAPS,	01-410-56-00-5620	171.55
				02	SEAL RINGS, CABLE TIES, NUTS,	** COMMENT **	
				03	CONNECTORS	** COMMENT **	
				04	WASHERS, SCREWS, HEX CAPS,	51-510-56-00-5620	171.54
				05	SEAL RINGS, CABLE TIES, NUTS,	** COMMENT **	
				06	CONNECTORS	** COMMENT **	
				07	WASHERS, SCREWS, HEX CAPS,	52-520-56-00-5620	171.54
				08	SEAL RINGS, CABLE TIES, NUTS,	** COMMENT **	
				09	CONNECTORS	** COMMENT **	
					INVOICE TOTAL:		514.63 *
					CHECK TOTAL:		514.63

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
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524228	LEJAN	NICOLE DECKER					
	012717		01/27/17	01	UCR TRAINING MEAL	01-210-54-00-5415	8.94
				02	REIMBURSEMENT	** COMMENT **	
					INVOICE TOTAL:		8.94 *
					CHECK TOTAL:		8.94
524229	MARKSJ	JOSEPH MARKS					
	011417		01/14/17	01	REFEREE	79-795-54-00-5462	100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
524230	MEADOWBR	MEADOWBROOK BUILDERS LLC					
	012017-UB OVRPYMT		01/20/17	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371	41.97
				02	BILL FOR ACCT#0103248850-00	** COMMENT **	
					INVOICE TOTAL:		41.97 *
					CHECK TOTAL:		41.97
524231	MENLAND	MENARDS - YORKVILLE					
	61187		10/26/16	01	PAINT PROJECT RESPIRATOR,	79-790-56-00-5630	151.03
				02	SPRAY GRIP, PAINT, SANDING	** COMMENT **	
				03	SPONGE, KNEEPADS	** COMMENT **	
					INVOICE TOTAL:		151.03 *
	61201		10/26/16	01	CONNECTOR FEED, SPEEDBOR BIT	79-790-56-00-5640	9.48
					INVOICE TOTAL:		9.48 *
	67629		01/04/17	01	OIL FILTER, GREASE, HOSE	79-790-56-00-5620	79.61
				02	MENDER, COUPLER, PAINT PEN,	** COMMENT **	
				03	AIR HOSE, PLUGS, CONNECTOR	** COMMENT **	
					INVOICE TOTAL:		79.61 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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524231	MENLAND	MENARDS - YORKVILLE					
	67630		01/04/17	01	CONDUIT, EMERGENCY LIGHT,	79-790-56-00-5640	81.36
				02	BLANK COVER, STRAPS	** COMMENT **	
					INVOICE TOTAL:		81.36 *
	67696		01/05/17	01	OIL FILTER WRENCH, OIL FILTER,	79-790-56-00-5620	79.66
				02	EMERGENCY LIGHT COMBO	** COMMENT **	
					INVOICE TOTAL:		79.66 *
					CHECK TOTAL:		401.14
524232	MENLAND	MENARDS - YORKVILLE					
	67834		01/06/17	01	CEILING TILE, BUILDING WIRE,	79-790-56-00-5640	241.10
				02	BLANK COVER, EMERGENCY LIGHT	** COMMENT **	
					INVOICE TOTAL:		241.10 *
					CHECK TOTAL:		241.10
524233	MENLAND	MENARDS - YORKVILLE					
	68189		01/10/17	01	BALL VALVE, CLEANER	01-410-56-00-5640	12.93
					INVOICE TOTAL:		12.93 *
	68213		01/10/17	01	TOILET CLEANER, LAUNDRY SOAP,	52-520-56-00-5620	20.12
				02	DEGREASER, TIRE FOAM	** COMMENT **	
					INVOICE TOTAL:		20.12 *
	68280		01/11/17	01	SCREWS	01-410-56-00-5620	9.28
					INVOICE TOTAL:		9.28 *
	68283		01/11/17	01	BUSHING, PVS TEE, PVC PLUG,	01-410-56-00-5640	28.92
				02	VINYL TUBING, HOSE BARB, PVC	** COMMENT **	
				03	PIPE	** COMMENT **	
					INVOICE TOTAL:		28.92 *

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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524233	MENLAND	MENARDS - YORKVILLE					
	68287		01/11/17	01	RETURNED MERCHANDISE CREDIT	01-410-56-00-5640	-10.64
						INVOICE TOTAL:	-10.64 *
	68289		01/11/17	01	TEES	01-410-56-00-5640	1.26
						INVOICE TOTAL:	1.26 *
	68292		01/11/17	01	BED LINER KIT, TRUCK MATS,	52-520-56-00-5628	161.42
				02	WIRE BRUSH, WELD STICK, DUCK	** COMMENT **	
				03	TAPE, FILTERS	** COMMENT **	
				04	294PC MECH SET, TAPE MEASURE,	52-520-56-00-5630	149.41
				05	ACETONE, BATTERIES, FLASHLIGHT	** COMMENT **	
						INVOICE TOTAL:	310.83 *
	68370-17		01/12/17	01	BATTERIES, SCRUBBERS	79-795-56-00-5606	8.92
						INVOICE TOTAL:	8.92 *
	68445		01/13/17	01	HOSE ADAPTER, BALL VALVE,	23-216-56-00-5656	35.83
				02	ELBOW, COPPER, COPPER TEE	** COMMENT **	
						INVOICE TOTAL:	35.83 *
	68451		01/13/17	01	MOP, HANDLE, BRUSH HEAD	01-410-56-00-5628	36.92
						INVOICE TOTAL:	36.92 *
	68457		01/13/17	01	DRYWALL, PAIL	23-216-56-00-5656	9.55
						INVOICE TOTAL:	9.55 *
	68475		01/13/17	01	DRYWALL, SCREWS	51-510-56-00-5620	12.30
						INVOICE TOTAL:	12.30 *
	68481		01/13/17	01	HURCULINER, FACE MASKS	52-520-56-00-5628	35.95
						INVOICE TOTAL:	35.95 *
	68830		01/17/17	01	WALL PANELING, END CAPS, ELBOW	23-216-56-00-5656	34.19
				02	POWER GAP	** COMMENT **	
						INVOICE TOTAL:	34.19 *

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524233	MENLAND	MENARDS - YORKVILLE					
	68903		01/18/17	01	BATTERIES	51-510-56-00-5665	18.86
					INVOICE TOTAL:		18.86 *
	68915		01/18/17	01	RODS, ANGLES	51-510-56-00-5638	16.47
					INVOICE TOTAL:		16.47 *
	69050-17		01/20/17	01	VINYL GLOVES	79-790-56-00-5600	17.94
					INVOICE TOTAL:		17.94 *
					CHECK TOTAL:		599.63
524234	MENLAND	MENARDS - YORKVILLE					
	69058-17		01/20/17	01	POSTS, ANCHORS, STENCILS, BITS	79-790-56-00-5640	321.61
				02	STEP LADDER	** COMMENT **	
					INVOICE TOTAL:		321.61 *
					CHECK TOTAL:		321.61
524235	MENLAND	MENARDS - YORKVILLE					
	69065		01/20/17	01	SMOKE ALARMS, ELECTRICAL BOX	79-790-56-00-5640	156.88
				02	FIXTURE, CONDUIT, ELECTRICAL	** COMMENT **	
				03	BOX	** COMMENT **	
					INVOICE TOTAL:		156.88 *
	69084		01/20/17	01	CEDARTONE RETURN CREDIT	79-790-56-00-5640	-15.89
					INVOICE TOTAL:		-15.89 *
	69089		01/20/17	01	POSTS, LAGS	79-790-56-00-5640	18.78
					INVOICE TOTAL:		18.78 *
	69410-17		01/23/17	01	FILE BOX, FILE FOLDERS,	01-210-56-00-5620	35.86
				02	UNDERBED STORAGE	** COMMENT **	
					INVOICE TOTAL:		35.86 *

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524235	MENLAND	MENARDS - YORKVILLE						
	69438		01/24/17	01	FISH TAPE	51-510-56-00-5630	39.98	
						INVOICE TOTAL:	39.98	*
	69520		01/25/17	01	SCREWS, FURRING, CDX	23-216-56-00-5656	22.13	
						INVOICE TOTAL:	22.13	*
	69597-17		01/26/17	01	LED	51-510-56-00-5638	2.98	
						INVOICE TOTAL:	2.98	*
	69712-17		01/27/17	01	POLISH, BRAKELEEN, RAGS	01-410-56-00-5620	26.54	
						INVOICE TOTAL:	26.54	*
						CHECK TOTAL:		287.26
524236	MIKOLASR	RAY MIKOLASEK						
	012417		01/27/17	01	READ, RECOGNIZE, RESPOND	01-210-54-00-5415	10.90	
				02	TRAINING MEAL REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	10.90	*
						CHECK TOTAL:		10.90
524237	MOHMS	MIDWEST OCCUPATIONAL HEALTH MS						
	206714		01/18/17	01	ANNUAL RANDOM MANAGEMENT FEE	01-410-54-00-5462	100.00	
				02	ANNUAL RANDOM MANAGEMENT FEE	51-510-54-00-5462	100.00	
				03	ANNUAL RANDOM MANAGEMENT FEE	52-520-54-00-5462	60.00	
				04	ANNUAL RANDOM MANAGEMENT FEE	79-790-54-00-5462	100.00	
						INVOICE TOTAL:	360.00	*
						CHECK TOTAL:		360.00
524238	MORASPH	MORRIS ASPHALT DIVISION						
	11148		12/31/16	01	COLD PATCH	15-155-56-00-5633	1,229.80	
						INVOICE TOTAL:	1,229.80	*
						CHECK TOTAL:		1,229.80

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524239	NEMRT	NORTH EAST MULTI-REGIONAL					
	214977		01/10/17	01	BASIC CYBER CRIMES TRAINING	01-210-54-00-5412	125.00
						INVOICE TOTAL:	125.00 *
						CHECK TOTAL:	125.00
524240	NEOPOST	NEOFUNDS BY NEOPOST					
	010317-LEASE		01/03/17	01	POSTAGE MACHINE LEASE	79-795-54-00-5485	92.85
						INVOICE TOTAL:	92.85 *
						CHECK TOTAL:	92.85
524241	NEOPOST	NEOFUNDS BY NEOPOST					
	020117-REFILL		02/01/17	01	POSTAGE METER REILL	79-000-14-00-1400	500.00
						INVOICE TOTAL:	500.00 *
						CHECK TOTAL:	500.00
524242	NICOR	NICOR GAS					
	07-72-09-0117 7-1216		01/12/17	01	12/12-01/12 1301 CAROLYN CT	01-110-54-00-5480	24.23
						INVOICE TOTAL:	24.23 *
	31-61-67-2793 1-1216		01/11/17	01	12/09-01/11 276 WINDHAM CR	01-110-54-00-5480	25.91
						INVOICE TOTAL:	25.91 *
	45-12-25-4081 3-1216		01/12/17	01	12/09-01/11 201 W HYDRAULIC	01-110-54-00-5480	295.71
						INVOICE TOTAL:	295.71 *
	46-69-47-6727 1-1216		01/09/17	01	12/7-1/9 1975 BRIDGE STREET	01-110-54-00-5480	82.22
						INVOICE TOTAL:	82.22 *
	49-25-61 1000 5-1216		01/12/17	01	12/09-01/11 1 VAN EMMON	01-110-54-00-5480	165.24
						INVOICE TOTAL:	165.24 *

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524242	NICOR	NICOR GAS					
	62-37-86-4779	6-1216	01/09/17	01	12/7-1/9 185 WOLF ST	01-110-54-00-5480	355.96
					INVOICE TOTAL:		355.96 *
	66-70-44-6942	9-1216	01/09/17	01	12/7-1/9 1908 RAINTREE RD	01-110-54-00-5480	108.24
					INVOICE TOTAL:		108.24 *
	80-56-05-157	0-1216	01/09/17	01	12/7-1/9 2512 ROSEMONT DR	01-110-54-00-5480	36.59
					INVOICE TOTAL:		36.59 *
					CHECK TOTAL:		1,094.10
524243	NIUGRANT	NORTHERN ILLINOIS UNIVERSITY					
	PRI4379		01/19/17	01	JAN 2017 MANAGEMENT INTERN	01-110-54-00-5462	1,300.00
					INVOICE TOTAL:		1,300.00 *
					CHECK TOTAL:		1,300.00
524244	OHERRONO	RAY O'HERRON COMPANY					
	1705294-IN		01/26/17	01	NAVY DRESS CAP	01-210-56-00-5600	53.00
					INVOICE TOTAL:		53.00 *
					CHECK TOTAL:		53.00
524245	OMALLEY	O'MALLEY WELDING & FABRICATING					
	17423		01/20/17	01	PORTABLE WELDING OF DOOR	51-510-54-00-5445	180.00
				02	HINGE ON WATER TOWER	** COMMENT **	
					INVOICE TOTAL:		180.00 *
	17424		01/20/17	01	MISC FABRICATION TO TRUCK	52-520-54-00-5490	321.00
				02	TOOL BOXES	** COMMENT **	
					INVOICE TOTAL:		321.00 *
					CHECK TOTAL:		501.00

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524246	PATTEN	PATTEN INDUSTRIES, INC.					
	PM600261528		01/24/17	01	INSTALLED NEW SWITCH	51-510-54-00-5445	3,027.00
					INVOICE TOTAL:		3,027.00 *
					CHECK TOTAL:		3,027.00
524247	POSMEDIA	POSTIVE MEDIA SOLUTIONS, INC.					
	17-002		02/01/17	01	2017 YORKVILLE COMMUNITY GUIDE	79-795-54-00-5426	2,000.00
				02	INSIDE FRONT COVER	** COMMENT **	
					INVOICE TOTAL:		2,000.00 *
					CHECK TOTAL:		2,000.00
524248	R0000594	BRIAN BETZUISER					
	020117-99		02/01/17	01	185 WOLF ST PYMT #99	25-215-92-00-8000	3,497.05
				02	185 WOLF ST PYMT #99	25-215-92-00-8050	2,404.24
				03	185 WOLF ST PYMT #99	25-225-92-00-8000	109.57
				04	185 WOLF ST PYMT #99	25-225-92-00-8050	75.33
					INVOICE TOTAL:		6,086.19 *
					CHECK TOTAL:		6,086.19
524249	R0001643	SURINDER GLADWIN					
	011317		01/13/17	01	REFUND LANDLORD COLLECTION	01-000-13-00-1371	141.52
				02	PAYMENT RECEIVED FOR UB	** COMMENT **	
				03	ACCT#0109030250-05	** COMMENT **	
				04	PAYMENT RECEIVED FOR UB	** COMMENT **	
					INVOICE TOTAL:		141.52 *
					CHECK TOTAL:		141.52
524250	R0001802	NINA GUIDA					

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524250	R0001802	NINA GUIDA					
	011717		01/17/17	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371	9.23
				02	BILL FOR ACCT#0103520450-12	** COMMENT **	
					INVOICE TOTAL:		9.23 *
					CHECK TOTAL:		9.23
524251	R0001807	JACK GRUSKOVAK					
	011317		01/13/17	01	REFUND FINAL BILL OVERPAYMENT	01-000-13-00-1371	15.76
				02	FOR UB ACCT#0107392920-03	** COMMENT **	
					INVOICE TOTAL:		15.76 *
					CHECK TOTAL:		15.76
524252	R0001808	CLINT HUMPHREYS					
	011317		01/13/17	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371	11.85
				02	BILL FOR UB ACCT#0208038570-03	** COMMENT **	
					INVOICE TOTAL:		11.85 *
					CHECK TOTAL:		11.85
524253	R0001809	JENNIFER BISHOP					
	013117		01/31/17	01	REFUND DOUBLE PAYMENT MADE ON	01-000-13-00-1371	211.13
				02	GOV HUB TO ACCT#0101051700-08	** COMMENT **	
					INVOICE TOTAL:		211.13 *
					CHECK TOTAL:		211.13
524254	R0001810	JOE WEST					
	157848		02/01/17	01	REFUND MAY PRESCHOOL	79-000-29-00-2990	25.00
					INVOICE TOTAL:		25.00 *
					CHECK TOTAL:		25.00

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524255	RATOSP	PETE RATOS					
	012017		01/20/17	01	BUILDING CODE OFFICIAL MILEAGE	01-220-54-00-5415	110.76
				02	REIMBURSEMENT FOR JAN 9-13	** COMMENT **	
					INVOICE TOTAL:		110.76 *
	012017-2		01/20/17	01	BUILDING CODE OFFICIAL MILEAGE	01-220-54-00-5415	73.84
				02	REIMBURSEMENT FOR JAN 12 & 13	** COMMENT **	
					INVOICE TOTAL:		73.84 *
					CHECK TOTAL:		184.60
524256	REINDERS	REINDERS, INC.					
	1667502-01		01/03/17	01	FUEL FILTER	79-790-56-00-5640	33.63
					INVOICE TOTAL:		33.63 *
	1667507-01		12/28/16	01	SCREWS	79-790-56-00-5640	9.65
					INVOICE TOTAL:		9.65 *
	1667605-00		12/28/16	01	FILTERS, ELEMENT PAPER	79-790-56-00-5640	31.61
					INVOICE TOTAL:		31.61 *
	1667605-01		01/03/17	01	ELEMENT PAPER	79-790-56-00-5640	30.48
					INVOICE TOTAL:		30.48 *
	1667700-00		12/29/16	01	FILTERS, VALVE DRAIN, O-RING	79-790-56-00-5640	82.05
					INVOICE TOTAL:		82.05 *
	1667700-01		01/03/17	01	VALVE DRAIN, O-RING	79-790-56-00-5640	10.85
					INVOICE TOTAL:		10.85 *
	1667741-00		01/03/17	01	HYDRO FILTER	79-790-56-00-5640	74.18
					INVOICE TOTAL:		74.18 *
	1667761-00		01/03/17	01	CASTERS, SPACERS, ROLLERS,	79-790-56-00-5640	151.78

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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524256	REINDERS	REINDERS, INC.					
	1667761-00		01/03/17	02	SPANNER TUBE, SCREWS	** COMMENT ** INVOICE TOTAL:	151.78 *
	1667761-01		01/04/17	01	CASTERS	79-790-56-00-5640 INVOICE TOTAL:	59.88 59.88 *
	1668112-00		01/05/17	01	FILTERS	79-790-56-00-5640 INVOICE TOTAL:	81.41 81.41 *
	1668121-00		01/05/17	01	FILTERS, BATTERY	79-790-56-00-5640 INVOICE TOTAL:	162.55 162.55 *
	1668127-00		01/05/17	01	FILTERS	79-790-56-00-5640 INVOICE TOTAL:	27.56 27.56 *
	1668165-00		01/05/17	01	FILTER COVERS	79-790-56-00-5640 INVOICE TOTAL:	93.43 93.43 *
					CHECK TOTAL:		849.06
524257	RESPONSE	RESPONSIVE NETWORKS SERVICES					
	18197		01/10/17	01	OCT-DEC 2016 14 ENDPOINT	01-210-56-00-5635	147.00
				02	PROTECTION LICENSES RENEWAL	** COMMENT ** INVOICE TOTAL:	147.00 *
					CHECK TOTAL:		147.00
524258	RIETZR	ROBERT L. RIETZ JR.					
	011417		01/14/17	01	REFEREE	79-795-54-00-5462 INVOICE TOTAL:	100.00 100.00 *
	012117		01/21/17	01	REFEREE	79-795-54-00-5462 INVOICE TOTAL:	125.00 125.00 *
					CHECK TOTAL:		225.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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524259	RIVRVIEW	RIVERVIEW FORD					
	FOCS381657		01/19/17	01	REPLACED SPEED SENSOR	79-790-54-00-5495	379.55
					INVOICE TOTAL:		379.55 *
	FOCS381811		01/18/17	01	INSTALLED NEW OUTSIDE MIRRORS	01-410-54-00-5490	1,071.08
					INVOICE TOTAL:		1,071.08 *
					CHECK TOTAL:		1,450.63
524260	ROGGENBT	TOBIN L. ROGGENBUCK					
	011417		01/14/17	01	REFEREE	79-795-54-00-5462	125.00
					INVOICE TOTAL:		125.00 *
	012017		01/20/17	01	REFEREE	79-795-54-00-5462	100.00
					INVOICE TOTAL:		100.00 *
	100816		10/08/16	01	REFEREE	79-795-54-00-5462	105.00
					INVOICE TOTAL:		105.00 *
					CHECK TOTAL:		330.00
524261	SCHAEFEB	BRIAN SCHAEFER					
	012117		01/21/17	01	REFEREE	79-795-54-00-5462	75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		75.00
524262	SEBIS	SEBIS DIRECT					
	22689		01/17/17	01	DEC 2016 UTILITY BILLING	01-120-54-00-5430	306.87
				02	DEC 2016 UTILITY BILLING	01-120-54-00-5462	42.16
				03	DEC 2016 UTILITY BILLING	51-510-54-00-5430	411.11
				04	DEC 2016 UTILITY BILLING	51-510-54-00-5462	56.49

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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524262	SEBIS	SEBIS DIRECT					
	22689		01/17/17	05	DEC 2016 UTILITY BILLING	52-520-54-00-5430	191.78
				06	DEC 2016 UTILITY BILLING	79-795-54-00-5426	241.61
				07	DEC 2016 UTILITY BILLING	52-520-54-00-5462	26.35
					INVOICE TOTAL:		1,276.37 *
					CHECK TOTAL:		1,276.37
524263	STEVENS	STEVEN'S SILKSCREENING					
	11607		01/11/17	01	12 T-SHIRTS	79-795-56-00-5606	120.00
					INVOICE TOTAL:		120.00 *
					CHECK TOTAL:		120.00
524264	SUBURLAB	SUBURBAN LABORATORIES INC.					
	142110		01/31/17	01	COLIFORM	51-510-54-00-5429	1,065.00
					INVOICE TOTAL:		1,065.00 *
					CHECK TOTAL:		1,065.00
524265	SZWEDAW	WALTER SZWEDA					
	012117		01/21/17	01	REFEREE	79-795-54-00-5462	100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
524266	THORNE	THORNE ELECTRIC					
	19487		01/25/17	01	4 AMERON POLES	15-155-56-00-5642	3,600.00
					INVOICE TOTAL:		3,600.00 *
					CHECK TOTAL:		3,600.00

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
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524267	TRCONTPR	TRAFFIC CONTROL & PROTECTION					
	88768		01/24/17	01	SIGN	15-155-56-00-5619	217.70
						INVOICE TOTAL:	217.70 *
						CHECK TOTAL:	217.70
524268	TROTSKY	TROTSKY INVESTIGATIVE					
	YORKVILLE PD 17-01		01/27/17	01	POLICE OFFICER APPLICANT	01-210-54-00-5411	130.00
				02	POLYGRAPH EXAM	** COMMENT **	
						INVOICE TOTAL:	130.00 *
						CHECK TOTAL:	130.00
524269	TROTTER	TROTTER & ASSOCIATES, INC					
	12543		07/31/16	01	WHISPERING MEADOWS - UNIT 1	01-640-54-00-5461	377.75
						INVOICE TOTAL:	377.75 *
	12544		07/31/16	01	WHISPERING MEADOWS - UNIT 2	01-640-54-00-5461	377.75
						INVOICE TOTAL:	377.75 *
	12545		07/31/16	01	WHISPERING MEADOWS - UNIT 4	01-640-54-00-5461	415.50
						INVOICE TOTAL:	415.50 *
						CHECK TOTAL:	1,171.00
524270	UPS5361	DDEDC #3, INC					
	011017		01/10/17	01	1 PKG TO CERTIFIED POWER	01-410-54-00-5490	46.49
						INVOICE TOTAL:	46.49 *
	011917		01/19/17	01	1 PKG TO KFO	01-110-54-00-5452	34.11
						INVOICE TOTAL:	34.11 *
						CHECK TOTAL:	80.60

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
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524271	VITOSH	CHRISTINE M. VITOSH					
	CMV 1831		01/23/17	01	1/3/17 ELECTORAL BOARD HEARING	01-110-54-00-5462	257.52
					INVOICE TOTAL:		257.52 *
	CMV 1832		01/31/17	01	01/18/17 SPECIAL PLANNING &	01-110-54-00-5462	204.04
				02	ZONNING COMMISSION HEARING	** COMMENT **	
					INVOICE TOTAL:		204.04 *
	CMV 1833-1837		01/31/17	01	JAN 2017 ADMIN HEARINGS	01-210-54-00-5467	500.00
					INVOICE TOTAL:		500.00 *
					CHECK TOTAL:		961.56
524272	WAREHOUS	WAREHOUSE DIRECT					
	3338677-0		01/17/17	01	INK CARTRIDGE	01-210-56-00-5610	39.04
					INVOICE TOTAL:		39.04 *
	3353835-0		01/26/17	01	PRINTER CARTRIGE & TONER	01-210-56-00-5610	97.95
					INVOICE TOTAL:		97.95 *
					CHECK TOTAL:		136.99
524273	WATERSYS	WATER SOLUTIONS UNLIMITED, INC					
	40676		01/26/17	01	PHOSPHATE	51-510-56-00-5638	1,270.20
					INVOICE TOTAL:		1,270.20 *
					CHECK TOTAL:		1,270.20
524274	WECKSTEB	BILL WECKSTEIN					
	012117		01/12/17	01	REFEREE	79-795-54-00-5462	75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		75.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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524275	WEEKSB	WILLIAM WEEKS					
	011417		01/14/17	01	REFEREE	79-795-54-00-5462	175.00
						INVOICE TOTAL:	175.00 *
						CHECK TOTAL:	175.00
524276	WELDSTAR	WELDSTAR					
	01572026		01/24/17	01	CYLINDER	01-410-54-00-5485	7.75
						INVOICE TOTAL:	7.75 *
						CHECK TOTAL:	7.75
524277	WERDERW	WALLY WERDERICH					
	012316-DEC		01/23/16	01	DEC 12 ADMIN HEARING	01-210-54-00-5467	150.00
						INVOICE TOTAL:	150.00 *
	012317		01/23/17	01	NOV 14 & 28 ADMIN HEARINGS	01-210-54-00-5467	300.00
						INVOICE TOTAL:	300.00 *
	020117		02/01/17	01	4 JAN 2017 ADMIN HEARINGS	01-210-54-00-5467	600.00
						INVOICE TOTAL:	600.00 *
						CHECK TOTAL:	1,050.00
524278	WOODHOUR	RICHARD WOODHOUSE					
	012117		01/21/17	01	REFEREE	79-795-54-00-5462	125.00
						INVOICE TOTAL:	125.00 *
						CHECK TOTAL:	125.00
524279	WORDLAWT	TERRANCE WORDLAW					
	011417		01/14/17	01	REFEREE	79-795-54-00-5462	175.00
						INVOICE TOTAL:	175.00 *

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
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524279	WORDLAWT	TERRANCE WORDLAW					
	012117		01/21/17	01	REFEREE	79-795-54-00-5462	100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		275.00
524280	YBSD	YORKVILLE BRISTOL					
	0551-013161341		12/31/16	01	DEC 2016 TRANSPORT & TIPPING	51-510-54-00-5445	10,531.98
					INVOICE TOTAL:		10,531.98 *
					CHECK TOTAL:		10,531.98
524281	YORKACE	YORKVILLE ACE & RADIO SHACK					
	162015		01/19/17	01	CAULK	52-520-56-00-5628	7.99
					INVOICE TOTAL:		7.99 *
					CHECK TOTAL:		7.99
524282	YORKPDPC	YORKVILLE POLICE DEPT.					
	012517		01/25/17	01	NOTARY FILING FEES FOR HAYES,	01-210-54-00-5462	50.00
				02	KLINGEL, PFIZENMAIER, CARLYLE	** COMMENT **	
				03	& PFIZENMAIER	** COMMENT **	
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
524283	YORKSELF	YORKVILLE SELF STORAGE, INC					
	012417-45		01/24/17	01	JAN 2017 STORAGE RENTAL	01-210-54-00-5485	80.00
					INVOICE TOTAL:		80.00 *
					CHECK TOTAL:		80.00

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
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524284	YOUNGM	MARLYS J. YOUNG					
	010317		01/29/17	01	01/03/17 EDC MEETING MINUTES	01-110-54-00-5462	80.75
					INVOICE TOTAL:		80.75 *
	011817		01/30/17	01	01/18/17 PLANNING & ZONING	01-110-54-00-5462	47.50
				02	MEETING MINUTES	** COMMENT **	
					INVOICE TOTAL:		47.50 *
	011817-ADMIN		02/05/17	01	01/18/17 ADMIN MEETING MINUTES	01-110-54-00-5462	51.25
					INVOICE TOTAL:		51.25 *
					CHECK TOTAL:		179.50
524285	00000000	TOTAL DEPOSIT					
	021417		02/14/17	01	TOTAL DIRECT DEPOSITS ^		10,931.03
					INVOICE TOTAL:		10,931.03 *
					CHECK TOTAL:		10,931.03
					TOTAL AMOUNT PAID:		257,102.31

^ See Following Page for Direct Deposit Details

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  
DIRECT DEPOSIT AUDIT REPORT  
DEPOSIT NACHA FILE

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131097	KCR	KENDALL COUNTY RECORDER'S			01/20/17		
	195814	01/20/17	01	MOWING LIEN FILED		25-215-54-00-5448	49.00
			02	RELEASE 1 UTILITY LIEN		51-510-54-00-5448	49.00
			03	FILE 6 NEW UTILITY LIENS		51-510-54-00-5448	294.00
						INVOICE TOTAL:	392.00 *
						CHECK TOTAL:	392.00
						TOTAL AMOUNT PAID:	392.00

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
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UNITED CITY OF YORKVILLE  
CHECK REGISTER

CHECK DATE: 01/23/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523114	WRIGHTAU	WRIGHT AUTOMOTIVE, INC					
	16642		01/23/17	01	NEW FORD F150	51-510-60-00-6070	24,156.00
					INVOICE TOTAL:		24,156.00 *
					CHECK TOTAL:		24,156.00
					TOTAL AMOUNT PAID:		24,156.00

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	ADMINISTRATIVE SERVICES	25-215	PUBLIC WORKS CAPITAL	79-795	RECREATION DEPT	95-XXX	ESCROW DEPOSIT
11-111	FOX HILL SSA	25-225	PARKS & RECREATION CAPITAL	82-820	LIBRARY OPERATIONS		

DATE: 01/31/17  
TIME: 07:50:42  
ID: AP225000.CBL

UNITED CITY OF YORKVILLE  
MANUAL CHECK REGISTER

CHECK #	VENDOR #	INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131098	KCR				KENDALL COUNTY RECORDER'S	01/27/17		
	195979		01/27/17	01	FILED 2 NEW UTILITY LIENS		51-510-54-00-5448	98.00
				02	REZONING ORDINANCE FOR GC		90-089-89-00-0011	49.00
				03	HOUSING		** COMMENT **	
				04	VARIANCE ORDINANCE FOR GC		90-089-89-00-0011	61.00
				05	HOUSING		** COMMENT **	
					INVOICE TOTAL:			208.00 *
					CHECK TOTAL:			208.00
					TOTAL AMOUNT PAID:			208.00

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: 02/03/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523121	R0001806	RUBICALIA ALCARAZ					
	20160698-BUILD		01/25/17	01	2621 LILAC WAY BUILD PROGRAM	23-000-24-00-2445	300.00
				02	2621 LILAC WAY BUILD PROGRAM	25-000-24-21-2445	380.00
				03	2621 LILAC WAY BUILD PROGRAM	51-000-24-00-2445	5,320.00
				04	2621 LILAC WAY BUILD PROGRAM	52-000-24-00-2445	4,000.00
					INVOICE TOTAL:		10,000.00 *
					CHECK TOTAL:		10,000.00
					TOTAL AMOUNT PAID:		10,000.00



## UNITED CITY OF YORKVILLE

### PAYROLL SUMMARY

January 27, 2017

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	\$ 808.34	\$ -	\$ 808.34	\$ -	\$ 61.84	\$ 870.18
CLERK	483.34	-	483.34	8.98	36.96	529.28
TREASURER	83.34	-	83.34	8.98	6.36	98.68
ALDERMAN	3,200.00	-	3,200.00	-	238.36	3,438.36
ADMINISTRATION	16,224.53	-	16,224.53	1,736.06	1,190.79	19,151.38
FINANCE	8,864.97	-	8,864.97	955.64	661.37	10,481.98
POLICE	107,289.81	3,401.73	110,691.54	561.54	8,199.37	119,452.45
COMMUNITY DEV.	14,633.72	-	14,633.72	1,389.78	1,086.18	17,109.68
STREETS	12,901.26	1,982.40	14,883.66	1,604.47	1,096.10	17,584.23
WATER	14,012.60	360.09	14,372.69	1,549.40	1,047.82	16,969.91
SEWER	8,020.18	-	8,020.18	864.58	596.67	9,481.43
PARKS	16,845.72	-	16,845.72	1,815.94	1,246.88	19,908.54
RECREATION	13,916.52	-	13,916.52	1,161.68	1,029.08	16,107.28
LIBRARY	15,225.58	-	15,225.58	867.62	1,132.80	17,226.00
<b>TOTALS</b>	<b>\$ 232,509.91</b>	<b>\$ 5,744.22</b>	<b>\$ 238,254.13</b>	<b>\$ 12,524.67</b>	<b>\$ 17,630.58</b>	<b>\$ 268,409.38</b>

**TOTAL PAYROLL**

**\$ 268,409.38**



## UNITED CITY OF YORKVILLE PAYROLL SUMMARY February 10, 2017

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	\$ 17,217.60	\$ -	17,217.60	\$ 1,831.92	\$ 1,266.77	\$ 20,316.29
FINANCE	8,864.97	-	8,864.97	987.98	684.31	\$ 10,537.26
POLICE	97,602.51	2,819.69	100,422.20	561.54	7,433.72	\$ 108,417.46
COMMUNITY DEV.	14,741.71	-	14,741.71	1,389.77	1,094.45	\$ 17,225.93
STREETS	12,901.28	85.19	12,986.47	1,399.93	955.82	\$ 15,342.22
WATER	14,012.60	257.57	14,270.17	1,538.32	1,036.34	\$ 16,844.83
SEWER	8,020.19	-	8,020.19	880.75	608.16	\$ 9,509.10
PARKS	16,845.73	-	16,845.73	1,815.96	1,245.61	\$ 19,907.30
RECREATION	14,151.71	-	14,151.71	1,161.66	1,047.09	\$ 16,360.46
LIBRARY	15,956.65	-	15,956.65	867.62	1,188.72	\$ 18,012.99
<b>TOTALS</b>	<b>\$ 220,314.95</b>	<b>\$ 3,162.45</b>	<b>\$ 223,477.40</b>	<b>\$ 12,435.45</b>	<b>\$ 16,560.99</b>	<b>\$ 252,473.84</b>
<b>TOTAL PAYROLL</b>						<b>\$ 252,473.84</b>



## UNITED CITY OF YORKVILLE

### BILL LIST SUMMARY

Tuesday, February 14, 2017

#### ACCOUNTS PAYABLE

#### DATE

Manual Check Register (Page 1)	01/23/2017	20,000.00
Manual Check Register (Page 2)	01/24/2017	2,361.50
City MasterCard Bill Register (Pages 3 - 10)	01/25/2017	161,873.67
Manual Check Register (Page 11)	01/27/2017	15,862.80
City Check Register (Pages 12 - 48)	02/14/2017	257,102.31

<b>SUB-TOTAL:</b>		<b>\$457,200.28</b>
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#### OTHER PAYABLES

Clerk's Check #131097- Kendall County Recorder (Page 49)	01/20/2017	392.00
Manual Check #523114 - Wright Automotive - New Ford F150 (Page 50)	01/23/2017	24,156.00
Clerk's Check #131098- Kendall County Recorder (Page 51)	01/27/2017	208.00
Manual Check #523121 - Alcaraz BUILD Check (Page 52)	02/03/2017	10,000.00

<b>SUB-TOTAL:</b>		<b>\$34,756.00</b>
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#### WIRE PAYMENTS

* US Bank - IRBB 2003B Bond - Interest PMT	01/24/2017	\$23,877.50
* US Bank - IRBB 2003B Bond - Principal PMT	01/24/2014	115,000.00
* IEPA - L17-1563 Fund - Debt Service Interest PYMT	02/02/2017	13,752.79
* IEPA - L17-1563 Fund - Debt Service Principal PYMT	02/02/2017	48,762.29

<b>TOTAL PAYMENTS:</b>		<b>\$201,392.58</b>
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#### PAYROLL

Bi - Weekly (Page 53)	01/27/2017	268,409.38
Bi - Weekly (Page 54)	02/10/2017	252,473.84

<b>SUB-TOTAL:</b>		<b>\$520,883.22</b>
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<b>TOTAL DISBURSEMENTS:</b>		<b>\$1,214,232.08</b>
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Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input checked="" type="checkbox"/>

Agenda Item Number

Park Board #1

Tracking Number

CC 2017-03

### Agenda Item Summary Memo

**Title:** Parks Lawn Mower Purchase

**Meeting and Date:** City Council – February 14, 2017

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

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

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

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

# Memorandum



To: Yorkville City Council  
From: Tim Evans, Director of Parks and Recreation  
CC: Bart Olson, City Administrator  
Date: February 3, 2017  
Subject: Review of a proposal for new Parks Toro Lawn Mower through the State Purchasing Program

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## Summary

A review of a proposal for a new Parks Toro Lawn Mower through the State Purchasing Program.

## Background

Over the current, fiscal budget year, staff has prepared for the possible purchase of a new Parks Lawn Mower within the Parks and Recreation budget. At this time, staff proposes the following:

- 1) Purchase New Parks Lawn Mower, Brand Toro, Model GM-4000-D, State Contract # 4017552, from the State Purchasing Program in the amount of \$53,908.
- 2) The FY 17 Parks and Recreation Department budget is based on a budgeted deficit of (\$142,000). However, staff anticipates the FY16 budget deficit to be closer to (\$60,000), a \$82,000 difference. Staff would like to use \$53,908 of the anticipated \$82,000 difference to purchase a new parks lawn mower in the amount \$53,908.
- 3) There is no trade-in.

## Recommendation

Additional analysis will be presented verbally at the meeting. Staff is seeking City Council approval of the Park Board recommendation to purchase a new parks lawn mower through the State Purchasing Program in the amount of \$53,908.

**Mower Brand Toro Model GM-4000-D Contract # 4017552 Cost \$53,908.00**



CONTRACT NO: 4017552

BRAND: TORO MODEL: GM4000-D MODEL 30609

**Ordinance No. 2017-\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE FOURTH AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2016 AND ENDING ON APRIL 30, 2017**

**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 65 ILCS 5/8-2-9.4, the City adopted Ordinance No. 2016-30 on April 12, 2016 adopting an annual budget for the fiscal year commencing on May 1, 2016 and ending on April 30, 2017; and,

**WHEREAS**, pursuant to 65 ILCS 5/8-2-9.6, by a vote of two-thirds of the members of the corporate authorities then holding office, the annual budget of the United City of Yorkville may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves. No revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision; and,

**WHEREAS**, funds are available to effectuate the purpose of this revision.

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

**Section 1:** That the amounts shown in Schedule A, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances in the Vehicle & Equipment Fund with respect to the United City of Yorkville’s 2016-2017 Budget are hereby approved.

**Section 2:** This ordinance shall be in full force and effect from and after its passage and approval according to law.

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

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

CARLO COLOSIMO \_\_\_\_\_  
JACKIE MILSCHEWSKI \_\_\_\_\_  
CHRIS FUNKHOUSER \_\_\_\_\_  
SEAVAR TARULIS \_\_\_\_\_

KEN KOCH \_\_\_\_\_  
JOEL FRIEDERS \_\_\_\_\_  
DIANE TEELING \_\_\_\_\_

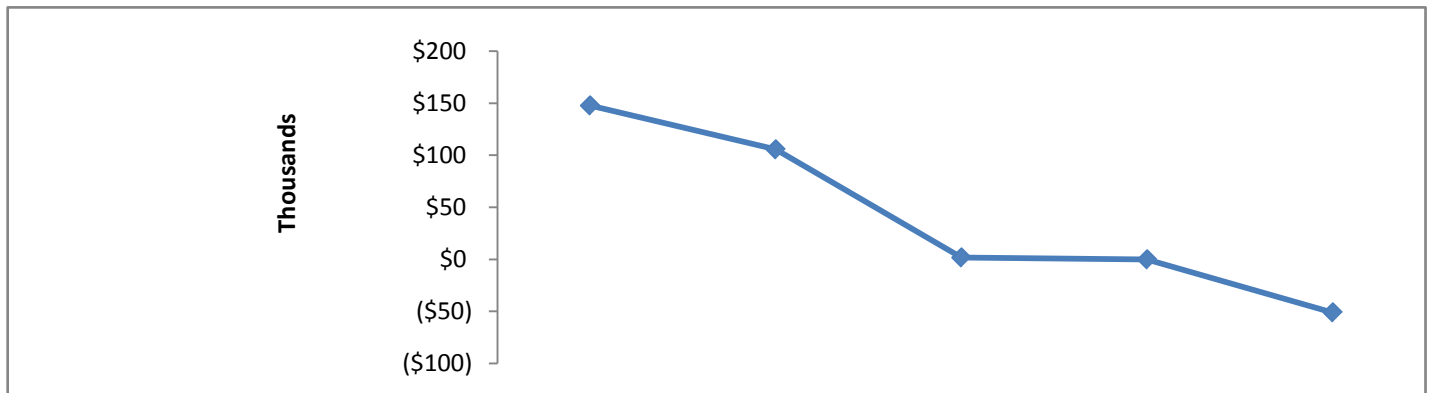
Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
MAYOR

## VEHICLE & EQUIPMENT FUND (25)

This fund primarily derives its revenue from monies collected from building permits, fines and development fees. Revenues are used to purchase vehicles and equipment for use in the operations of the Police, Public Works Street Operations and Park & Recreation departments.

	FY 2014 Actual	FY 2015 Actual	FY 2016 Actual	FY 2017 Adopted Budget	FY 2017 Amended Budget
<b>Revenue</b>					
Licenses & Permits	76,414	59,700	89,150	26,000	26,000
Fines & Forfeits	8,253	9,181	11,374	10,200	10,200
Charges for Service	157,495	301,715	374,386	201,633	255,633
Investment Earnings	446	449	43	50	50
Reimbursements	50,000	97,771	-	-	-
Miscellaneous	12,819	2,193	53,073	3,000	3,000
<b>Total Revenue</b>	<b>305,427</b>	<b>471,009</b>	<b>528,026</b>	<b>240,883</b>	<b>294,883</b>
<b>Expenditures</b>					
Contractual Services	50,250	51,714	52,553	18,583	18,583
Supplies	-	499	-	2,000	2,000
Capital Outlay	154,582	387,929	506,175	200,000	254,000
Debt Service	78,437	73,035	73,034	73,034	73,034
Other Financing Uses	50,000	-	-	-	-
<b>Total Expenditures</b>	<b>333,269</b>	<b>513,177</b>	<b>631,762</b>	<b>293,617</b>	<b>347,617</b>
<b>Surplus (Deficit)</b>	<b>(27,842)</b>	<b>(42,168)</b>	<b>(103,736)</b>	<b>(52,734)</b>	<b>(52,734)</b>
<b>Ending Fund Balance</b>	<b>147,746</b>	<b>105,577</b>	<b>1,841</b>	<b>0</b>	<b>(50,893)</b>
	44.3%	20.6%	0.3%	0.0%	-14.6%



# United City of Yorkville

## Vehicle & Equipment Fund

25

### VEHICLE & EQUIPMENT FUND REVENUE

Account	Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Actual	FY 2017 Adopted	FY 2017 Amended
<b>Licenses &amp; Permits</b>						
25-000-42-00-4215	DEVELOPMENT FEES - POLICE CAPITAL	11,750	5,175	12,900	7,000	7,000
25-000-42-00-4216	BUILD PROGRAM PERMITS	30,960	42,920	43,410	-	-
25-000-42-00-4217	WEATHER WARNING SIREN FEES	12,264	-	-	-	-
25-000-42-00-4218	ENGINEERING CAPITAL FEES	3,400	1,300	3,250	3,000	3,000
25-000-42-00-4219	DEVELOPMENT FEES - PW CAPITAL	16,390	9,655	26,240	15,000	15,000
25-000-42-00-4220	DEVELOPMENT FEES - PARK CAPITAL	1,650	650	1,625	1,000	1,000
25-000-42-00-4224	RENEW PROGRAM	-	-	1,725	-	-
<b>Total:</b>	<b>Licenses &amp; Permits</b>	<b>\$76,414</b>	<b>\$59,700</b>	<b>\$89,150</b>	<b>\$26,000</b>	<b>\$26,000</b>
<b>Fines &amp; Forfeits</b>						
25-000-43-00-4315	DUI FINES	7,569	5,545	10,803	7,000	7,000
25-000-43-00-4316	ELECTRONIC CITATION FEES	684	720	571	700	700
25-000-43-00-4340	SEIZED VEHICLE PROCEEDS	-	2,916	-	2,500	2,500
<b>Total:</b>	<b>Fines &amp; Forfeits</b>	<b>\$8,253</b>	<b>\$9,181</b>	<b>\$11,374</b>	<b>\$10,200</b>	<b>\$10,200</b>
<b>Charges for Service</b>						
25-000-44-00-4418	MOWING INCOME	12,845	3,288	5,744	3,000	3,000
25-000-44-00-4420	POLICE CHARGEBACK	-	63,777	174,263	153,633	153,633
25-000-44-00-4421	PUBLIC WORKS CHARGEBACK	144,650	125,000	194,379	45,000	45,000
25-000-44-00-4421	PARKS & RECREATION CHARGEBACK	-	109,650	-	-	54,000
<b>Total:</b>	<b>Charges for Service</b>	<b>\$157,495</b>	<b>\$301,715</b>	<b>\$374,386</b>	<b>\$201,633</b>	<b>\$255,633</b>
<b>Investment Earnings</b>						
25-000-45-00-4522	INVESTMENT EARNINGS - PARK CAPITAL	446	312	43	50	50
25-000-45-00-4550	GAIN ON INVESTMENT - PARK CAPITAL	-	137	-	-	-
<b>Total:</b>	<b>Investment Earnings</b>	<b>\$446</b>	<b>\$449</b>	<b>\$43</b>	<b>\$50</b>	<b>\$50</b>
<b>Reimbursements</b>						
25-000-46-00-4692	REIMB - MISCELLANEOUS PARK CAPITAL	50,000	97,771	-	-	-
<b>Total:</b>	<b>Reimbursements</b>	<b>\$50,000</b>	<b>\$97,771</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Miscellaneous</b>						
25-000-48-00-4852	MISCELLANEOUS INCOME - POLICE CAPITAL	4,064	191	624	-	-
25-000-48-00-4854	MISCELLANEOUS INCOME - PW CAPITAL	930	2,002	3,929	2,000	2,000
25-000-48-00-4855	MISCELLANEOUS INCOME - PARK CAPITAL	-	-	74	-	-
25-000-49-00-4920	SALE OF CAPITAL ASSETS - POLICE CAPITAL	7,825	-	3,475	1,000	1,000
25-000-49-00-4921	SALE OF CAPITAL ASSETS - PW CAPITAL	-	-	44,171	-	-
25-000-49-00-4922	SALE OF CAPITAL ASSETS - PARK CAPITAL	-	-	800	-	-
<b>Total:</b>	<b>Miscellaneous</b>	<b>\$12,819</b>	<b>\$2,193</b>	<b>\$53,073</b>	<b>\$3,000</b>	<b>\$3,000</b>
<b>Total: VEHICLE &amp; EQUIP REVENUE</b>		<b><u>\$305,427</u></b>	<b><u>\$471,009</u></b>	<b><u>\$528,026</u></b>	<b><u>\$240,883</u></b>	<b><u>\$294,883</u></b>

**United City of Yorkville**  
**Vehicle & Equipment Fund**

225

**PARKS & RECREATION CAPITAL EXPENDITURES**

Account	Description	FY 2014 Actual	FY 2015 Actual	FY 2016 Actual	FY 2017 Adopted	FY 2017 Amended
<b>Contractual Services</b>						
25-225-54-00-5405	BUILD PROGRAM	800	1,550	1,150	-	-
25-225-54-00-5406	RENEW PROGRAM	-	-	75	-	-
25-225-54-00-5489	LOSS ON INVESTMENT	-	2,753	-	-	-
<b>Total:</b>	<b>Contractual Services</b>	<b>\$800</b>	<b>\$4,303</b>	<b>\$1,225</b>	<b>\$0</b>	<b>\$0</b>
<b>Capital Outlay</b>						
25-225-60-00-6060	EQUIPMENT	12,143	33,731	78,936	-	54,000
25-225-60-00-6065	BRIDGE PARK	-	78,206	-	-	-
25-225-60-00-6068	TRAIL IMPROVEMENTS	-	-	20,347	-	-
25-225-60-00-6070	VEHICLES	-	-	24,882	-	-
<b>Total:</b>	<b>Capital Outlay</b>	<b>\$12,143</b>	<b>\$111,937</b>	<b>\$124,165</b>	<b>\$0</b>	<b>\$54,000</b>
<b>Debt Service - Public Works Building</b>						
25-225-92-00-8000	PRINCIPAL PAYMENT	1,040	1,188	1,242	1,298	1,298
25-225-92-00-8050	INTEREST PAYMENT	1,343	1,031	977	921	921
<b>Total:</b>	<b>Debt Service - PW Building</b>	<b>\$2,383</b>	<b>\$2,219</b>	<b>\$2,219</b>	<b>\$2,219</b>	<b>\$2,219</b>
<b>Other Financing Uses</b>						
25-225-99-00-9972	TRANSFER TO LAND CASH <i>Raintree Park B Reimbursement</i>	50,000	-	-	-	-
<b>Total:</b>	<b>Other Financing Uses</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total: PW CAPITAL EXPENDITURES</b>		<b><u>\$65,326</u></b>	<b><u>\$118,459</u></b>	<b><u>\$127,609</u></b>	<b><u>\$2,219</u></b>	<b><u>\$56,219</u></b>



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

Agenda Item Number

Presentation #1

Tracking Number

PW 2016-21

### Agenda Item Summary Memo

**Title:** Leopardo Energy Update

**Meeting and Date:** City Council – February 14, 2017

**Synopsis:** See attached memo.

### Council Action Previously Taken:

Date of Action: N / A Action Taken: \_\_\_\_\_

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

**Type of Vote Required:** Majority

**Council Action Requested:** Table

**Submitted by:** Bart Olson Administration  
Name Department

### Agenda Item Notes:

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# Memorandum

To: Public Works Committee  
From: Bart Olson, City Administrator  
CC:  
Date: January 12, 2017  
Subject: Leopardo energy update

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## **Summary**

Discussion of the RFQ document submitted by Leopardo energy.

## **Background**

This item was discussed at the last Public Works committee meeting. At that meeting, the committee reviewed a thorough presentation from Leopardo and its partners about the basics of performance contracting. Leopardo has submitted a draft RFQ for our review and asked that we approve it as soon as next meeting.

I have reviewed the RFQ document and find it unacceptable. There are a number of requirements drafted within the document that appear to be at odds with what we would normally require in an RFQ and a few which don't seem to fit performance contracting. Further, I have spoken with a couple larger municipalities who have completed or considered performance contracting and they gave me some solid feedback about the process. One municipality who had completed the process recommended working through the DCEO to draft the RFQ and not accepting assistance from any vendor on the RFQ document. Another municipality ran into a major issue with competing vendors directly contacting elected officials during the bid process and suggested we add some language on prohibition of contact during the process.

The types of projects typically used with performance contracting lend themselves well to shared services efforts. For instance, should the City decide to replace every water meter in town and move towards a water-tower radio reading system, the City may be able to reduce its capital costs by sharing a tower antenna with Oswego. Oswego has postponed their discussion of performance contracting until after the Oswego-Yorkville purchasing manager has been hired. My recommendation is to delay the consideration of the RFQ until after the purchasing manager has been hired. We have interviews scheduled for the final week in January, and could possibly have someone in place by March 1.

## **Recommendation**

Staff recommends this item be tabled until after the hiring of the purchasing manager.

## **Legal Notice**

The United City of Yorkville is requesting proposals/qualifications from interested and qualified Energy Savings Performance Contractors for the implementation of a Guaranteed Energy Conservation Program utilizing the Local Government Energy Conservation Act ( 50 ILCS 515/1) Performance Contracting Legislation for City facilities. All qualified firms interested in providing the specified contracting services should contact the Public Works Director to obtain the required information package on 02/18/2017. All responses are due by 2 PM on 03/03/2017.

For information contact:  
Eric Dhuse  
Public Works Director  
Phone: (630) 553-4370  
By Order of The City of Yorkville

Advertisement Date – Resolution Date

# **United City of Yorkville, Illinois**

## **REQUEST FOR PROPOSALS/QUALIFICATIONS OF ENERGY SERVICE PROVIDERS FOR SELF FUNDING ENERGY EFFICIENCY IMPROVEMENTS**

### **A. GENERAL BACKGROUND AND PROJECT GOALS**

#### **Purpose**

The United City of Yorkville (Owner) is requesting proposals for the identification, design, and implementation of energy efficiency improvements on a self funding performance-contracting basis in accordance with Local Energy Conservation Act ( 50 ILCS 515/1).

The purpose for issuing this request is to identify and select a qualified provider, or energy services company, to perform the implementation of an energy savings performance contract.

Suppliers shall be able to provide comprehensive design-build construction, building management and energy services, including, but not limited to, the performance of investment grade energy audits, the program design by in-house professional engineers, selection of energy conservation measures, and installation of energy efficient systems, ongoing support and training services, assistance in securing financing for the transaction, and accountability for system performance, measurement and verification, and cost of operations savings.

Responses should be technically creative regarding modernization, energy conservation, energy management, maintenance, training, and overall service.

Qualified responders must have the below minimum qualifications:

1. Have in-house design/build installation capabilities with three (3) State of Illinois municipal project examples of similar size and scope that were competitively bid.
2. In-house engineering team to design all solutions with registered Professional Engineer (P.E.), Certified Energy Manager (CEM), at least one (1) LEED Accredited Professional, and minimum of four (4) engineers insuring accountability for customer design.
3. In-house dedicated retro-commissioning and service team shall have sufficient service vehicles available to complete the project as provided in the work schedule approved by the City.
4. Utilize in-house employees for project installations in such areas as controls, lighting, mechanical installations, service, retro-commissioning, and audits resulting in greater purchasing power for the customer.
5. Provider must have proof of twenty five (25) years in business showing stability.

#### **Overview of Goals and Objectives**

The Owner expects to achieve the following goals and objectives by entering into a guaranteed energy services contract with the selected provider:

1. Reduce operating costs to reinvest in deferred maintenance areas
2. Improve environmental conditions for employees and visitors to the facilities
3. Improve maintenance and operation of the facilities
4. Provide better working conditions in the identified facilities
5. Preserve capital funds for other requirement

#### **Included Facilities**

The Owner desires to implement the performance based contract at the following locations:

1. City Hall & Police Department
2. Beecher Community Center
3. Parks & Recreation
4. Parks Maintenance
5. Public Works
6. Library
7. Street Lighting
8. Fleet Services

Potential respondents must attend the bid preview meeting and facility tour to be eligible to respond to this request. The date for the preview meeting and facility tour is February 8th, 2017 at 9:00 AM at the City Office Building located at 800 Game Farm Road, Yorkville, IL 60560. A research information packet outlining square footage, utility data and related information for each facility will be supplied to interested vendors at this meeting.

### **Qualification Process**

The selection of the qualified respondents will be based on the responses to this request and the ability of the provider to best meet the needs of the Owner. The Owner reserves the right to accept or reject any offeror's proposal based on its sole determination of its best interests. This request is not an offer to contract. Acceptance of a proposal neither commits the Owner to award a contract to any vendor, even if all requirements stated in this request are met, nor limits our right to negotiate in our best interests. The Owner reserves the right to contract with a vendor for reasons other than lowest price. After selecting an energy service provider, the Owner intends to negotiate a performance based contract agreement with the selected provider.

### **Selection Process and Timing**

The following process will be used to select the preferred energy services provider.

Legal Advertisement	Week of 1/30/2017
Preview Meeting	2/08/2017
Site Surveys	2/08/2017
Submission of Proposal	3/03/2017
Selection/Notification to Provider	3/17/2017
Contract Presented to count board for approval	5/09/2017

### **Contact and Response Deadline**

In order to be considered, respondents must submit a complete and thorough response to this request. One original and four (4) copies (total of five (5) responses) must be submitted to the Owner at or before 2:00 p.m. CST on 12/20/2016. Responses must be submitted in a sealed envelope and clearly marked "ENERGY SAVINGS PROPOSAL." To ensure that your response is received before the deadline, either hand deliver or send submittal by registered mail to:

City of Yorkville  
800 Game Farm Road  
Yorkville, Illinois, 60560

All submissions become the property of the United City of Yorkville, and will not be returned to the vendor. All costs associated with the submission preparation will be the responsibility of the submitting ESCO and will not be reimbursed by the City. **NO EXTENSIONS TO THE ABOVE TIMELINE WILL BE GRANTED OR DISCUSSED.**

### **Response Preparation and Completeness**

An authorized representative of the offeror shall sign responses. All information requested must be submitted and organized using the letter and number format as listed below to assist the Owner in the qualification and evaluation process. Submission of e-mail and/or fax responses will not be considered and will result in elimination of a response otherwise received timely and in accordance with directions. Failure to submit all information as requested may result in the requester requiring immediate submission of the missing information within 24 hours from the requested notification, reducing the score for that component of the response and / or elimination of the respondent from consideration. Emphasis should be placed on completeness and clarity of content. Inclusion of unrelated or unrequested materials that do not address the attached format shall be considered unresponsive. Proposals received after the designated deadline will be returned unopened. Should such proposal(s) be opened inadvertently the Owner reserves the right to retain a copy for the files of the Owner.

### **Confidentiality**

Upon receipt, the proposals shall become the property of the Owner. Ownership of all data, materials, and documentation originated and pursuant to this request shall be subject to public inspection in accordance with prevailing public access laws. Trade secrets or proprietary information submitted by an offeror must be so identified on each page on which it is found and shall not be subject to public disclosure. The Owner may obtain clarifications from the respondent or its contractors at any time.

## **B. REQUEST FOR PROPOSAL FORMAT AND SPECIFICATIONS**

Each company must provide an energy conservation report as detailed below. The report must include certification under a registered professional engineer's seal that the report uses reasonable methods of analysis and estimation.

### **Executive Summary**

Responses shall include a summary overview of the respondent's proposal, approach and other pertinent information. The binding authority in the management of the firm must sign the summary overview.

### **Company Qualifications and Financial Strength**

#### **Company Profile / Product Independence**

1. Provide information specifying legal business classification, state of incorporation, audited annual report and summary of financial strength.
2. Address the company's ability to fulfill the financial guarantee terms and duration of the performance based contract. Include a summary of the extent and stability of business operations related to installation services for the last twenty five (25) years.
3. If the firm is a factory owned branch, specify the legal business classification, state of incorporation and where legal contracts will be executed. Specific information about the business unit (the specific branch, division, or office responding to this RFP only), project team and management dedicated to ensuring project performance as well as the ESCO will be evaluated. Inclusion of information or projects performed or developed outside of responding branch or office will not be considered.
4. Indicate whether the response is being submitted on behalf of a parent company (List any division or branch offices to be involved in this project); division (attach separate list if more than one is to be included); subsidiary; or branch office. Include the name, address, city, state, and zip code.
5. Address the firm's representation or affiliation with the manufacturing or installation of any line of energy related equipment, which may be utilized in this project. Specify what that equipment is and how it may impact the project.
6. Corporate Data - Indicate how many years your firm has been in business under its present business name. Provide the total number of employees of the responding branch only. Please identify the number of personnel or resources that are capable of supporting the project in the responding branch office. Give the name and address of the primary individual responsible for contract negotiation as well as all persons with authority for contract execution. This person should reside in responding branch.

#### **Project Team and Experience**

1. Provide a project team organizational chart including roles and responsibilities. Include concise resumes of company employees who will work on this project. Include resume(s) of a minimum of one (1) in-house Professional Engineer(s).
2. Include resumes of a minimum of one (1) in-house LEED AP professional and one (1) Certified Energy Manager (CEM). Include copies of certification licenses for each.
3. Briefly describe the relevant experience and qualifications for those team members (no more than 10 individuals) who will be directly responsible for design and implementation of this project. Please include individual resumes as attachments for review. All members should reside in responding branch, Corporate or regional support will not be accepted, please indicate location of each respondent.
4. Provide information on construction management capabilities with resumes.
5. Provide a listing of service and installation capabilities of your firm.
6. Provide a reference list identifying at least three (3) City/municipality projects. This list should include the project name, location, and scope of work and owner reference including contact name and phone number. These references should be by responding branch only. Reference from outside offices or corporate reference will not be accepted.
7. Identify all projects that did not meet the energy guarantee or have resulted in litigation. Providers not listing all outstanding litigation on guaranteed energy savings performance contracts will be rejected without further consideration. Identify the reasons!

#### **Insurance and Bonding**

1. Include evidence that the firm is able to provide a 100% project value performance bond for its faithful performance of the installation.
2. As an indication of your firm's financial stability provide your firm's cost of performance and payment bond per thousand dollars of contract value.
3. Include evidence that the firm is able to provide and maintain for the life of the contract insurance in the amounts of:
  - A. Commercial and general liability in amount not less than \$1,000,000 each occurrence.
  - B. Comprehensive automotive liability in amount not less than \$1,000,000 each occurrence.
  - C. Workman's compensation insurance not less than \$1,000,000 each occurrence.
  - D. Excess liability not less than \$3,000,000.

## **2. Technical Approach, Energy Efficiency and Energy Conservation Measures.**

1. Total turnkey project to include: project development, design, implementation, project management, financing, measurement and verification, and training.
2. Responses should include a detailed approach to meeting the goals and objectives for the facilities. Provide a measurement and verification plan in accordance with the international protocol, including the plan for execution identifying responsible parties. Provide an overview of the technical approach that is used to identify, evaluate and recommend energy conservation measures (ECMs).

## **3. Financial Approach**

The respondent should describe financial alternatives that will responsibly maximize the net economic benefit and minimize financial risk.

### **A. Financing Sources**

Provide descriptions of the sources and types and costs of financing available and recommended for use in this program.

### **B. Penalties and Other Costs**

Indicate any penalties or other costs that will be assessed in the event the decision is made not to proceed with this project at any point prior to mutual approval of a Contract Agreement.

### **C. Savings**

Describe the basis of cost of operations savings, its execution, and the methods of auditing

### **D. Financial Model**

1. Include the procedure for calculation of savings with related cost adjustments.
2. Include the procedure for handling excess savings.
3. Include the procedure for handling project delays and related cost adjustments

## **4. Services**

1. Operation and Maintenance / Partnership Plan – As part of this response provide pricing for three years of preventive maintenance for referenced facilities. Describe how cost effective maintenance strategies for the installed ECMs maximize savings performance. Identify and describe the roles and requirements of maintenance services.
2. Provide the estimated costs of annual reconciliation statements, measurement and verification and any required on-going services.
3. Provide information on your firm's ability to provide gas, electric and/or other innovative energy services.

## **5. Ability to Self-Perform / Other Benefits**

1. Define what aspects of the proposal could be self-performed by your company.
2. List proposed scope/trade work that would be subcontracted and your plan of utilizing sub-contractors.

### **Other Benefits:**

Describe any other benefits your firm can bring to the energy services program.

## **Advertisement for Request for Proposals**

The owner will be receiving responses to this request from companies interested in providing an Energy Savings Program per State of Illinois legislation.

Responses will be due by 2:00 P.M. CST on 03/03/2017:

### **City Contact**

Eric Dhuse  
Public Works Director  
Phone: (630) 553-4370

**All questions concerning this request must be directed to the above contact. Contacting elected officials will result in elimination from consideration as a qualified provider. The Owner reserves the right to accept the proposals/qualifications that, in its opinion, best serves the interest of the Owner.**