



United City of Yorkville

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

AGENDA CITY COUNCIL MEETING Tuesday, May 23, 2017 7:00 p.m.

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

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk: WARD I

Carlo Colosimo
Ken Koch

WARD II

Jackie Milschewski
Arden Joe Plocher

WARD III

Chris Funkhouser
Joel Frieders

WARD IV

Seaver Tarulis
Alex Hernandez

Establishment of Quorum:

Amendments to Agenda:

Presentations:

1. Proclamation for Library Director
2. Certificates of Appreciation for Retiring Board/Commission Members

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. PW 2017-36 Well No. 7 Rehabilitation Professional Services Agreement – Design and Construction Engineering – *authorize the Mayor and City Clerk to execute*
2. PW 2017-37 Game Farm Road and Somonauk Street Improvements – Authorization No. 6 – *authorize City Administrator to execute*
3. PW 2017-39 Sanitary Sewer Flow Monitoring Services
4. PW 2017-40 ADA Transition Plan – Professional Services Agreement – Preliminary Engineering – *authorize the Mayor and City Clerk to execute*

Minutes for Approval:

1. Minutes of the Regular City Council – April 25, 2017

Bills for Payment (Informational): \$1,050,153.78

Mayor's Report:

1. CC 2017-30 Required Reporting to Municipality by Yorkville Pension Board
2. CC 2017-31 Ordinance Approving an Amendment to a Development Agreement between the City and GC Housing Development, LLC

Public Works Committee Report:

1. CC 2014-59 Ordinance Regulating On-Street Parking (Whispering Meadows Parking Restrictions)
2. PW 2017-41 Ordinance Proposing the Establishment of Special Service Area Number 2017-1 and Providing for Other Procedures in Connection Therewith (Cedarhurst Living)

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

1. PZC 2017-04 Ordinance Amending the Yorkville Zoning Ordinance by Adding the Definition of Health and Fitness Club/Center and Adding Such Use as Permitted Uses in the B-2, B-3, B-4 and M-1 Zoning Districts

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Additional Business:

Executive Session:

Citizen Comments:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: June 21, 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 Plocher	Administration	
Committee: Alderman Funkhouser		
Committee: Alderman Hernandez		

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

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Koch	Community Development	Planning & Zoning Commission
Vice-Chairman: Alderman Colosimo	Building Safety & Zoning	Kendall Co. Plan Commission
Committee: Alderman Frieders		
Committee: Alderman Hernandez		

COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

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

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

PUBLIC WORKS: June 20, 2017 – 6:00 p.m. – City Hall Conference Room

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

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, May 23, 2017
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

CITIZEN COMMENTS ON AGENDA ITEMS:

PRESENTATIONS:

1. Proclamation for Library Director
2. Certificates of Appreciation for Retiring Board/Commission Members

CONSENT AGENDA:

1. PW 2017-36 Well No.7 Rehabilitation Professional Services Agreement – Design and Construction Engineering

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

☐ Removed _____

☐ Notes _____

-
2. PW 2017-37 Game Farm Road and Somonauk Street Improvements – Authorization No. 6

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

☐ Removed _____

☐ Notes _____

-
3. PW 2017-39 Sanitary Sewer Flow Monitoring Services

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

☐ Removed _____

☐ Notes _____

4. PW 2017-40 ADA Transition Plan – Professional Services Agreement – Preliminary Engineering

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

☐ Removed _____

☐ Notes _____

MINUTES FOR APPROVAL:

1. Minutes of the City Council – April 25, 2017

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

☐ Removed _____

☐ Notes _____

BILLS FOR PAYMENT:

1. Bills for Payment (Informational)

☐ Notes _____

MAYOR'S REPORT:

1. CC 2017-30 Required Reporting to Municipality by Yorkville Pension Board

- ☐ Approved: **Y** _____ **N** _____ ☐ Subject to _____
- ☐ Removed _____
- ☐ Notes _____
- _____
- _____

2. CC 2017-31 Ordinance Approving an Amendment to a Development Agreement between the City and GC Housing Development, LLC

- ☐ Approved: **Y** _____ **N** _____ ☐ Subject to _____
- ☐ Removed _____
- ☐ Notes _____
- _____
- _____

PUBLIC WORKS COMMITTEE REPORT:

1. CC 2014-59 Ordinance Regulating On-Street Parking (Whispering Meadows Parking Restrictions)

- ☐ Approved: **Y** _____ **N** _____ ☐ Subject to _____
- ☐ Removed _____
- ☐ Notes _____
- _____
- _____

-
2. PW 2017-41 Ordinance Proposing the Establishment of Special Service Area Number 2017-1 and Providing for Other Procedures in Connection Therewith (Cedarhurst Living)

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

☐ Removed _____

☐ Notes _____

PLANNING AND ZONING COMMISSION:

1. PZC 2017-04 Ordinance Amending the Yorkville Zoning Ordinance by Adding the Definition of Health and Fitness Club/Center and Adding Such Use as Permitted Uses in the B-2, B-3, B-4 and M-1 Zoning Districts

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

☐ Removed _____

☐ Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



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

Presentation #1

Tracking Number

Agenda Item Summary Memo

Title: Proclamation for Library Director

Meeting and Date: City Council – May 23, 2017

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: _____

Submitted by: Mayor Gary J. Golinski

Name

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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

UNITED CITY OF YORKVILLE

Proclamation

WHEREAS, Michelle Pfister has served the United City of Yorkville and the residents with her time, energy, talents and outstanding service from 1974 - 2017; and

WHEREAS, she is a dedicated member of the community and has been a committed advocate for library services and was focused on efficient use of public resources for the service population; and

WHEREAS, Michelle Pfister has been the Director of the Library from 1996 to present and has been a strong voice in support of the Library, its mission and its staff; and

WHEREAS, the Yorkville City Council, the Yorkville Library Board, the Yorkville Friends of the Library and residents are most grateful for the contributions she has made throughout her years of public service.

NOW, THEREFORE, I, Gary J. Golinski, Mayor of the United City of Yorkville, do hereby honor Michelle Pfister, for her forty-two years of loyal and dedicated service, and I would like to extend my personal best wishes upon her retirement and for continued success in life's pursuits.

Dated this 23rd day of May, 2017 A.D.

Gary J. Golinski, Mayor



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

Agenda Item Number

Consent Agenda #1

Tracking Number

PW 2017-36

Agenda Item Summary Memo

Title: Well No. 7 Rehabilitation – Engineering Agreement

Meeting and Date: City Council – May 23, 2017

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: PW – 05/16/17 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2017-36

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

**Water Well No. 7 Rehabilitation
United City of Yorkville, Kendall County, IL
Professional Services Agreement - Design and Construction Engineering**

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included exhibits. Design and Construction engineering will be provided for the rehabilitation of Water Well No. 7, including rehabilitation of existing piping and equipment and televising of the well. Scope does not include replacement of the piping and pump, or the replacement or conversion of the existing motor. Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the ENGINEER shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Exhibit 3. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$14,000.00 and Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$14,000.00. The hourly rates for this project are shown in the attached 2017 Standard Schedule of Charges (Exhibit 5). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the City. The City agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

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

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any

*Water Well No. 7 Rehabilitation
United City of Yorkville
Professional Services Agreement
Design and Construction Engineering*

manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of exhibits is as follows:

- Exhibit 1:** Professional Engineering Services
- Exhibit 2:** Limitation of Authority, Duties and Responsibilities of the Resident Construction Observer
- Exhibit 3:** Estimate of Level of Effort and Associated Cost
- Exhibit 4:** Anticipated Project Schedule
- Exhibit 5:** 2017 Standard Schedule of Charges

L. Notices:

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

For the City:

City Administrator and City Clerk
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

For the ENGINEER:

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

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

Agreed to this ____ day of _____, 2017.

United City of Yorkville:

Engineering Enterprises, Inc.:

Gary Golinski
Mayor

Brad Sanderson, P.E.
Vice President

Lisa Pickering
Deputy City Clerk

Angie Smith
Executive Assistant

EXHIBIT 1

SECTION A - PROFESSIONAL DESIGN ENGINEERING SERVICES

For purposes of this Exhibit 1 and all attachments hereto, the term “contractor” shall not refer to Engineering Enterprises, Inc., but shall instead refer to individuals or companies contracted with, to construct or otherwise manage the project described herein. The ENGINEER shall furnish professional design engineering services as follows:

1. The ENGINEER will attend conferences with the OWNER, or other interested parties as may be reasonably necessary.
2. The ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.
3. The contract documents furnished by the ENGINEER under Section A-2 shall utilize IEPA endorsed construction contract documents, including Supplemental General Conditions, Contract Change Orders, and partial payment estimates.
4. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
5. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the

ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.

6. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.
7. The ENGINEER will attend the bid opening and tabulate the bid proposal, make an analysis of the bids, and make recommendations for awarding contracts for construction.
8. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
9. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule(s) as summarized in Exhibit 4: "Anticipated Project Schedule – Water Well No. 7 Rehabilitation" dated April 14, 2017.

SECTION B - PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

The ENGINEER shall furnish professional construction engineering services as follows:

1. The ENGINEER will review, for conformance with the design concept, shop and working drawings required by the construction Contract Documents and indicate on the drawings the action taken. Such action shall be taken with reasonable promptness.
2. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
3. The ENGINEER will evaluate and determine acceptability of substitute materials and equipment proposed by Contractor(s).
4. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.
5. The ENGINEER will provide general engineering review of the work of the contractor(s) as construction progresses to ascertain that the contractor is conforming to the design concept.
 - (a) ENGINEER shall have authority, as the OWNER's representative, to require special inspection of or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with requirements of, and the results certified indicate compliance with, the Contract Documents).
 - (b) During such engineering review, ENGINEER shall have the authority, as the OWNER's representative, to disapprove of or reject contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

6. The ENGINEER will provide resident construction observation. Resident construction observation shall consist of visual inspection of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such observation shall not be relied upon by others as acceptance of the work. The ENGINEER's undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. Exhibit 2 - The Limitations of Authority, Duties and Responsibilities of the Resident Construction Observer is attached to this Agreement.
7. The ENGINEER will cooperate and work closely with representatives of the OWNER.
8. Based on the ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Construction Observer, and upon review of applications for payment with the accompanying data and schedules by the contractor, the ENGINEER:
 - (a) Shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation).
 - (b) By recommending any payment, ENGINEER will not hereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in the Agreement and the Contract Documents. ENGINEER's review of contractor(s)'

work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and contractor that might affect the amount that should be paid.

9. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, and others on a timely basis.
10. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit the statement of completion to and obtain the written acceptance of the facility from the OWNER.
11. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident construction observer and from the resident construction observer's construction data.
12. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
13. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal

operation of the system. Such consultation and advice shall be at the hourly rates as described in the attached Exhibit 5: Standard Schedule of Charges dated January 1, 2015. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.

14. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
15. The ENGINEER will provide construction engineering services in accordance with the periods summarized in Exhibit 4: "Anticipated Project Schedule – Water Well No. 7 Rehabilitation" dated April 14, 2017.

If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion may be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable cases beyond the control and without the fault or negligence of the ENGINEER. Pursuant to Paragraph D "Changes in Rates of Compensation", the contract shall be designated on-going consistent with the project schedule.

SECTION C – COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for professional design engineering services in the amount of Fourteen Thousand Dollars – Fixed Fee (FF) (\$14,000.00 FF) as summarized on Exhibit 3: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for Water Well No. 7 Rehabilitation” dated April 14, 2017.
 - (a) The compensation for the professional design engineering services shall be payable as follows:
 - (1) A sum which does not exceed ninety percent (90%) of the total compensation payable under Section C-1 shall be paid in monthly increments for work actually completed and invoiced, for grant administration and for the preparation and submission to the OWNER of the construction drawings, specifications, cost estimates and contract documents.
 - (2) A sum which, together with the compensation paid pursuant to Section C-1(a)(1) above, equals one hundred percent (100%) of the total compensation due and payable in accord with Section C-1 above, shall be due immediately after the award of construction contract(s) is approved by the corporate authorities.
2. The OWNER shall compensate the ENGINEER for the construction administration, construction observation (including the Resident Construction Observer), and any additional consultation services on the basis of Hourly Rates (HR) as described on the attached Exhibit 5: Standard Schedule of Charges dated January 1, 2017. The estimated values are included in Exhibit 3: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for Water Well No. 7 Rehabilitation” dated April 14, 2017 and are estimated at \$14,000.00 Hourly (HR).
 - (a) The compensation for the construction administration, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services shall be payable as follows:

- (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
3. The OWNER shall compensate the ENGINEER for direct expenses as identified in the contract and as noted on Exhibit 3 at the actual cost or hourly cost for the work completed.
 - (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
4. The compensation for any additional engineering services authorized by the OWNER pursuant to Section D shall be payable as follows:
 - (a) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

SECTION D – ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Site surveys outside of the project limits and other similar special surveys as may be required.
2. Laboratory tests, well tests, borings, specialized geological soils hydraulic, or other studies recommended by the ENGINEER.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for litigation, such as condemnation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and IEPA.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Preparation of environmental impact assessments or environmental impact statements.
8. Making drawings from field measurements of existing facilities when required for planning additions or alterations thereto.
9. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.
10. Revising studies or reports which have previously been approved by the OWNER, or when revisions are due to cases beyond the control of the ENGINEER.

11. Preparation of design documents for alternate bids where major changes require additional documents.
12. Preparation of detailed renderings, exhibits or scale models for the Project.
13. Providing special analysis of the OWNER's needs such as owning and operating analysis, plan for operation and maintenance, OWNER's special operating drawings or charts, and any other similar analysis.
14. The preparation of feasibility studies, appraisals and evaluations, detailed quantity surveys of material and labor, and material audits or inventories by the OWNER.
15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the contractor, and/or (3) the contractor's default on the Construction Contract due to delinquency or insolvency.
16. Providing design services relating to future facilities, systems and equipment which are not intended to be constructed or operated as a part of the Project.
17. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Section E – SPECIAL PROVISIONS – Owner's Responsibilities.

Payment for the services specified in this Section E shall be as agreed in writing between the OWNER and the ENGINEER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period. Payment for services noted in D shall be at Actual Cost (AC), Fixed Fee (FF) or Hourly (HR).

SECTION E - SPECIAL PROVISIONS

1. OWNER'S RESPONSIBILITIES

- (a) Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
- (b) Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.
- (c) Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
- (d) Provide legal, accounting, right-of-way acquisition and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the contractor.
- (e) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and in accordance with the Project timetable.
- (f) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
- (g) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

- (h) Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
- 2. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
- 3. The ENGINEER has not been retained or compensated to provide design services relating to the contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 4. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.
- 5. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Costs and Construction Costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction costs he shall employ an independent cost-estimator.
- 6. Access to Records:
 - (a) The ENGINEER agrees to include subsections E-6(b) through E-6(e) below in all contracts and all subcontracts directly related to project services which are in excess of \$25,000.

- (b) The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Agency or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.
- (c) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- (d) The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection E-6(b) above, to the Agency. Where the audit concerns the ENGINEER, the auditing agency shall afford the ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- (e) Records under subsection E-6(b) above shall be maintained and made available during performance on Agency loan work under this agreement and until three years from date of final Agency loan audit for the project. In addition, those records which relate to any “dispute” appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7. **Covenant Against Contingent Fees** - The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or

consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. Covenant Against Contingent Fees - The loan recipient warrants that no person or agency has been employed or retained to solicit or secure a PWSLP loan upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Agency shall have the right to annul the loan or to deduct from the loan or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
9. Certification Regarding Debarment – The ENGINEER certifies that the services of anyone that has been debarred or suspended under Federal Executive Order 12549 has not, and will not, be used for work under this Agreement.
10. Affirmative Action – The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.
11. The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

EXHIBIT 2

THE LIMITATIONS OF AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE RESIDENT CONSTRUCTION OBSERVER ARE AS FOLLOWS:

1. The Resident Construction Observer shall act under the direct supervision of the ENGINEER, shall be the ENGINEER's agent in all matters relating to on-site construction review of the contractor's work, shall communicate only with the ENGINEER and the contractor (or contractor's), and shall communicate with subcontractors only through the contractor or his authorized superintendent. The OWNER shall communicate with the Resident Construction Observer only through the ENGINEER.
2. The Resident Construction Observer shall review and inspect on-site construction activities of the contractor relating to portions of the Project designed and specified by the Engineer as contained in the Construction Contract Documents.
3. Specifically omitted from the Resident Construction Observer's duties is any review of the contractor's safety precautions, or the means, methods, sequences, or procedures required for the contractor to perform the work but not relating to the final or completed Project. Omitted design or review services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
4. The specific duties and responsibilities of the Resident Construction Observer are enumerated as follows:
 - (a) Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by contractor and consult with ENGINEER concerning their acceptability.
 - (b) Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.

(c) Liaison:

- (1) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist him in understanding the intent of the Contract Documents.
- (2) Assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.
- (3) As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper erection of the work.

(d) Shop Drawings and Samples:

- (2) Receive and record date of receipt of Shop Drawings and samples.
- (3) Receive samples which are furnished at the site by contractor, and notify ENGINEER of their availability for examination.
- (3) Advise ENGINEER and contractor or its superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

(e) Review of Work, Rejection of Defective Work, Inspections and Tests:

- (1) Conduct on-site inspection of the work in progress to assist ENGINEER in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
- (2) Report to ENGINEER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, test or approval required to be made or

has been damaged prior to final payment; and advise ENGINEER when he believes work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.

- (3) Verify that tests, equipment and systems start-ups, and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that contractor maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
 - (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.
- (f) Interpretation of Contract Documents: Transmit to contractor ENGINEER's clarifications and interpretations of the Contract Documents.
- (g) Modifications: Consider and evaluate contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.
- (h) Records:
- (1) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - (2) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily

activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.

- (4) Record names, addresses and telephone numbers of all contractor's, subcontractors and major suppliers of materials and equipment.
- (i) Reports:
 - (1) Furnish ENGINEER periodic reports as required of progress of the work and contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - (2) Consult with ENGINEER in advance of schedule major tests, inspections or start of important phases of the work.
 - (3) Report immediately to ENGINEER upon the occurrence of any accident.
- (j) Payment Requisitions: Review applications for payment with contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- (k) Certificates, Maintenance and Operating Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the work.
- (l) Completion:
 - (1) Before ENGINEER issues a Statement of Substantial Completion, submit to contractor a list of observed items requiring completion or correction.

- (2) Conduct final review in the company of ENGINEER, OWNER and contractor and prepare a final list of items to be completed or corrected.
- (3) Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.



EXHIBIT 3
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR
PROFESSIONAL ENGINEERING SERVICES FOR
 WATER WELL NO. 7 REHABILITATION
 United City of Yorkville, IL
 April 14, 2017

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	PROJECT ENGINEER	SENIOR PROJECT TECHNICIAN I	ADMIN.		
FINAL ENGINEERING									
2.1	Project Management and Administration		1	2	-	-	-	3	\$ 561
2.2	Project Meetings		2	4	3	-	-	9	\$ 1,521
2.3	Final Plans, Specifications and Estimates		1	16	32	8	-	57	\$ 8,471
2.4	Bidding and Contracting		1	8	12	-	2	23	\$ 3,427
Final Engineering Subtotal:			5	30	47	8	2	92	\$ 13,980
CONSTRUCTION ENGINEERING									
3.1	Contract Administration		1	24	24	-	-	49	\$ 7,823
3.2	Record Drawings		-	1	2	2	-	5	\$ 717
3.3	Observation and Documentation		-	8	30	-	-	38	\$ 5,470
Construction Engineering Subtotal:			1	33	56	2	-	92	\$ 14,010
PROJECT TOTAL:			6	63	103	10	2	184	27,990

DIRECT EXPENSES	
Printing =	\$ 250
Mileage =	\$ 250
DIRECT EXPENSES =	\$ 500

LABOR SUMMARY	
Engineering Expenses =	\$ 26,500
Drafting Expenses =	\$ 1,330
Administrative Expenses =	\$ 160
TOTAL LABOR EXPENSES =	\$ 27,990

TOTAL EXPENSES =	\$ 28,490
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EXHIBIT 4
ANTICIPATED PROJECT SCHEDULE
 WATER WELL NO. 7 REHABILITATION
 UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL
 April 14, 2017

WORK ITEM NO.	WORK ITEM	Year:	2017																								2018								
		Month:	July					August				September					October					November				December				January					
		Week Starting:	3	10	17	24	31	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29		
FINAL DESIGN ENGINEERING																																			
2.1	Project Management and Administration																																		
2.2	Project Meetings																																		
2.3	Final Plans, Specifications and Estimates																																		
2.4	Bidding and Contracting																																		
CONSTRUCTION ENGINEERING																																			
3.1	Contract Administration																																		
3.2	Construction Record Drawings																																		
3.3	Observation and Documentation																																		

Legend	
	Project Management & QC/QA
	Meeting(s)
	Design
	Bidding and Contracting
	Construction



Standard Schedule of Charges

January 1, 2017

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$196.00
Principal	E-3	\$191.00
Senior Project Manager	E-2	\$185.00
Project Manager	E-1	\$168.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$155.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$145.00
Project Engineer/Planner/Surveyor	P-4	\$133.00
Senior Engineer/Planner/Surveyor	P-3	\$121.00
Engineer/Planner/Surveyor	P-2	\$111.00
Associate Engineer/Planner/Surveyor	P-1	\$100.00
Senior Project Technician II	T-6	\$145.00
Senior Project Technician I	T-5	\$133.00
Project Technician	T-4	\$121.00
Senior Technician	T-3	\$111.00
Technician	T-2	\$100.00
Associate Technician	T-1	\$ 87.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
GIS Technician	G-1	\$ 67.00
Administrative Assistant	A-3	\$ 80.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment	\$158.00
2 Man Field Crew with Standard Survey Equipment	\$247.00
1 Man Field Crew with RTS or GPS *	\$196.00
2 Man Field Crew with RTS or GPS *	\$284.00
Vehicle for Construction Observation	\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)
Reimbursable Direct Costs & Services by Others	Cost + 10%

*RTS = Robotic Total Station / GPS = Global Positioning System



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

Agenda Item Number

Consent Agenda #2

Tracking Number

PW 2017-37

Agenda Item Summary Memo

Title: Game Farm Road and Somonauk Improvements – Authorization No. 6

Meeting and Date: City Council – May 23, 2017

Synopsis: Consideration of Authorization No. 6

Council Action Previously Taken:

Date of Action: PW – 05/16/17 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2017-37

Type of Vote Required: _____

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: April 18, 2017
Subject: Game Farm Road – Somonauk Street Improvements – Authorization No. 6

The purpose of this memo is to present Authorization No. 6 for the above referenced project.

An authorization, as defined by IDOT, is the written approval of a contract change and the written directive to the contractor to perform said work. By this definition, it alters the contract work from that awarded under the competitive bidding process. An Authorization of Contract Changes signed by the Regional Engineer signifies completed review of and support for the change proposed.

Background:

The State of Illinois and Geneva Construction Co. entered into an agreement for a contract value of \$3,768,467.60 for the above referenced project. Construction began on March 5, 2015 and is complete.

The construction costs are being funded by STP funds (federal) and local funds. The maximum federal participation amount is \$2,343,512.00, inclusive of all change orders (authorizations) associated with this contract.

Questions Presented:

Should the City approve Authorization No. 6 in the amount of \$(2,860.07)?

Discussion:

Authorization No. 6 is the final balancing authorization that addresses the project line items. Line item quantities are estimated during the design of the project and adjusted during construction. We anticipate that this will be the final balancing authorization.

The net change to date for all authorizations as indicated on the attachment is \$51,439.92. However, due to a series of rounding errors in IDOT's system throughout the course of the project, an additional \$0.07 is not accounted for on this form. Therefore the true net change to date will be \$51,439.99. Ultimately this authorization will bring the final contract value to \$3,819,907.59, which is a 1.37% increase to the original contract value.

We have attached IDOT form BC-22 for Authorization No. 6 for your information. All authorizations have a pre-approval from the IDOT District 3 Local Agency Bureau of Construction Engineer.

We are recommending approval of the Authorization.

Action Required:

Consideration of approval from the City Council for Authorization No. 6.



Authorization of Contract Changes

<input checked="" type="checkbox"/> Contract Adjustment	<input type="checkbox"/> PoDI/ PoCI
<input type="checkbox"/> Change Order	
<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input type="checkbox"/> InHouse	<input checked="" type="checkbox"/> Minor Change

Date: 04/17/2017
County: Kendall
Section: 03-00031-00-FP

Route: FAU 1550 (Game Farm Road)
District: 03
Contract: 87345
Job No.: C9305507
Project No.: M-8003 (810)

Consultant's Name: EEI

Contractor: Geneva Construction Company, Inc.
Address: P.O. Box 998
Aurora IL 60507-

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county is indicated by an asterisk.

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
			FAS ID: 07C0U01						
			CCS Code 0930043						
X9300201		33	WATER MAIN DV IRON 12	FOOT	22.000	130.0000	D	\$0.00	\$2,860.00
			FAS ID: M230U01						
			CCS Code 0930001						
FRC00100		33	STORM SEWER CONNECTIO	DOLLAR	0.070	1.0000	D	\$0.00	\$0.07
Amount of Original Contract: \$3,768,467.60							Totals:	\$0.00	\$2,860.07
Net Change To Date: \$51,439.92							Percent Change: 1.37%	Net Change:	-2,860.07

Project Location: Game Farm Road/ Somonauk Street

Description and Reason: Final balancing

Determination: (G1) The undersigned determine that the change is germane to the original contract as signed, because provision for this work is included in the original contract.

THE STATE OF ILLINOIS
By the Department of Transportation

Randall S. Blankenhorn, Secretary Date

Jeff Heck, Chief Fiscal Officer, Director of F&A Date

William M. Barnes, Chief Counsel Date

Date Regional Engineer

Supervisor: Herb Jung

Date Engineer of Construction

Resident: Bart Olson

Date Director of Highways PI/Chief Engineer

Supervisor Date

Resident Date

FHWA Acceptable to Proceed: ☐ Yes ☐ No

FHWA Participation: ☐ Yes ☐ No

Print Date: 04/18/2017

FHWA Representative Date
BC22 (rev. 01/24/17)



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

Agenda Item Number

Consent Agenda #3

Tracking Number

PW 2017-39

Agenda Item Summary Memo

Title: Sanitary Sewer Flow Monitoring

Meeting and Date: City Council – May 23, 2017

Synopsis: Recommendation of Services

Council Action Previously Taken:

Date of Action: PW – 05/16/17 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2017-39

Type of Vote Required: _____

Council Action Requested: Consideration of Proposal Award

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Erin Willrett, Assistant City Administrator
Lisa Pickering, Deputy City Clerk

Date: May 9, 2017
Subject: Sanitary Sewer Flow Monitoring

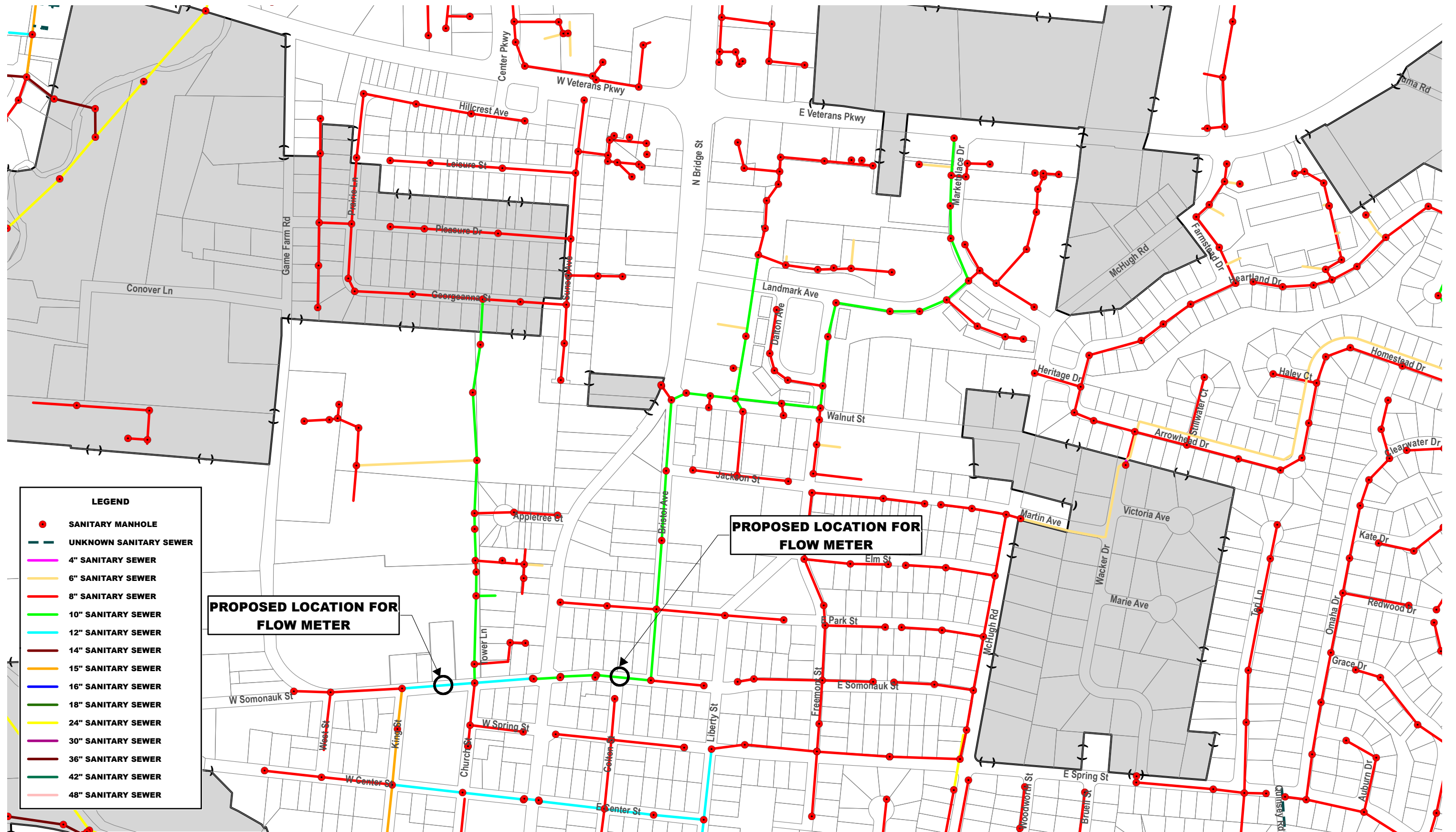
Attached, please find a proposal to perform flow monitoring of the sanitary sewer for two separate locations within the City. The total proposed cost for the monitoring is \$17,900.

The monitoring is recommended for the following reasons:

- Somonauk Street Area – Public Works is concerned that the sanitary sewer is near capacity. Further development within the tributary area may require sanitary sewer improvements if the design capacity of the sewer is exceeded. Monitoring of the sewers in this area would confirm the current base sewer flows.
- Raintree Village Lift Station – Public Works has noted an inflow and infiltration issue within the lift station tributary area. To date, they have not been able to identify the source of the problem. Monitoring of the flows would assist in narrowing down the problem area.

We are recommending that this be paid for out of the Sanitary Sewer Lining Program funds. We are currently projecting that we will be under budget by more than \$40,000 with the lining projects.

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

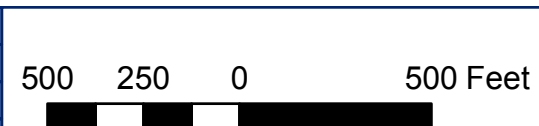


Engineering Enterprises, Inc.
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-6700
www.eeiweb.com



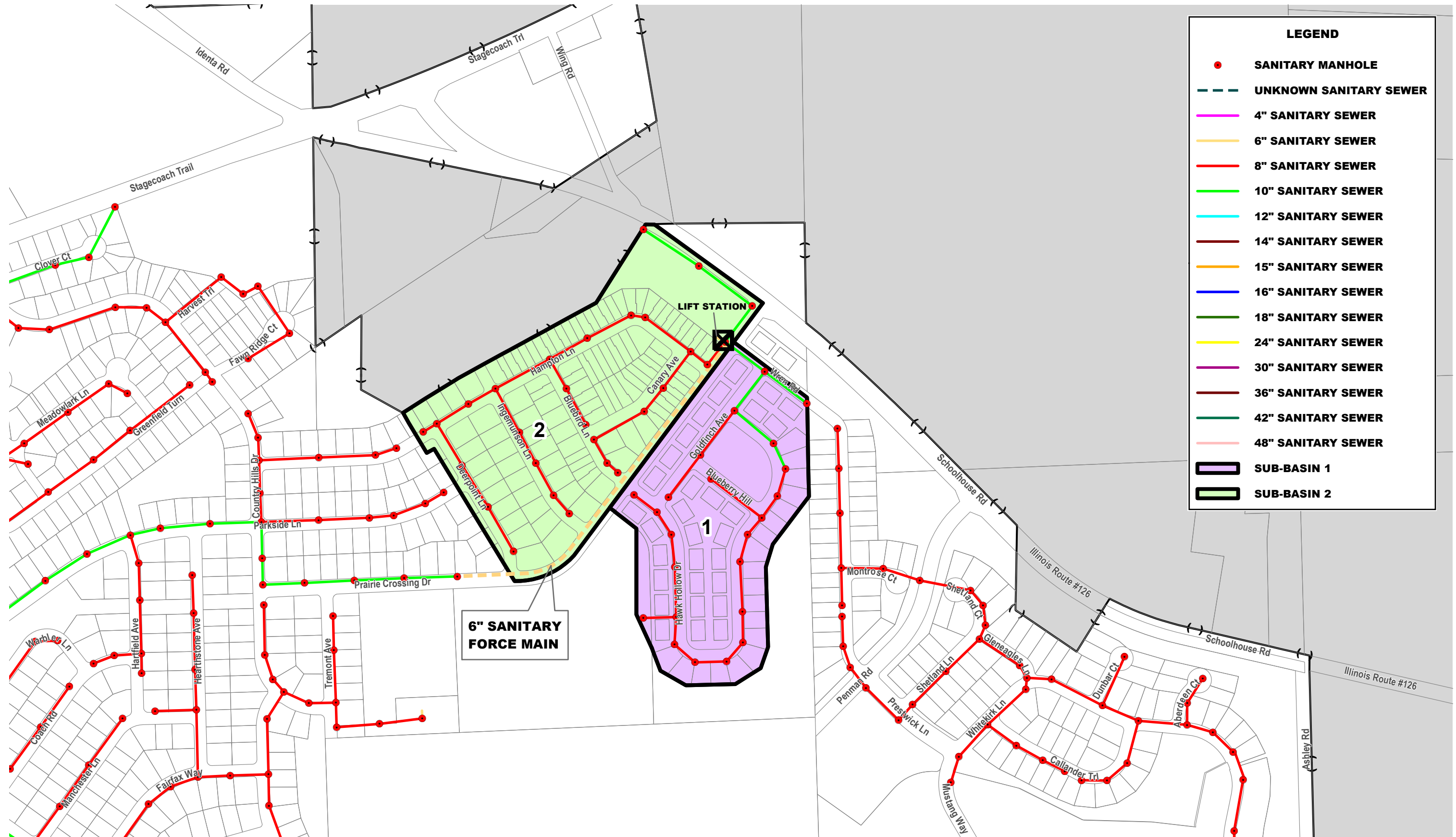
United City of Yorkville
 800 Game Farm Road
 Yorkville, IL 60560
 630-553-4350
www.yorkville.il.us

			DATE:	March 2017
			PROJECT NO.:	YO1342
			BY:	MJT
			PATH:	H:\GIS\PUBLIC\YORKVILLE\2013\
NO.	DATE	REVISIONS	FILE:	YO1700- Sanitary Flow.MXD



**PROPOSED
FLOW MONITORING**





LEGEND

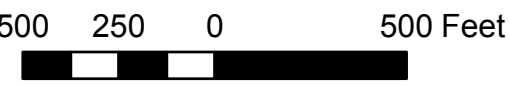
- **SANITARY MANHOLE**
- **UNKNOWN SANITARY SEWER**
- **4" SANITARY SEWER**
- **6" SANITARY SEWER**
- **8" SANITARY SEWER**
- **10" SANITARY SEWER**
- **12" SANITARY SEWER**
- **14" SANITARY SEWER**
- **15" SANITARY SEWER**
- **16" SANITARY SEWER**
- **18" SANITARY SEWER**
- **24" SANITARY SEWER**
- **30" SANITARY SEWER**
- **36" SANITARY SEWER**
- **42" SANITARY SEWER**
- **48" SANITARY SEWER**
- SUB-BASIN 1**
- SUB-BASIN 2**

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



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

DATE:		April 2017
PROJECT NO.:		YO1342
BY:		KKP
PATH:		H:\GIS\PUBLIC\YORKVILLE\2013\
FILE:		YO1342_40.MXD
NO.	DATE	REVISIONS



**2017 SANITARY
FLOW MONITORING**





April 13th, 2017

Engineering Enterprises, Inc.
Nadia L. Simek, E.I.
52 Wheeler Road
Sugar Grove, IL 60554

Subject: **Temporary Flow Monitoring Services – Yorkville, IL**

Dear Ms. Simek,

ADS Environmental Services (ADS) is pleased to submit this proposal for your review to provide temporary flow monitoring services for Yorkville, IL.

By selecting ADS you are choosing an experienced and reputable company with over 40 years of experience in manufacturing flow monitoring hardware and providing turnkey field services for this equipment. ADS has all the necessary equipment and staff to complete this demonstration project as requested.

We have outlined in the proposal, our scope of work, and base cost for the 4 monitoring locations and 1 rain gauge. Based off our understanding of this project, the monitoring period is expect to start in May, and will last for 2 months (60 days). Any of the details of this proposal can be discussed in more detail, if needed.

We stand committed to provide a high level of service and professionalism on your project. If you have any questions or comments, please feel free to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Skehan".

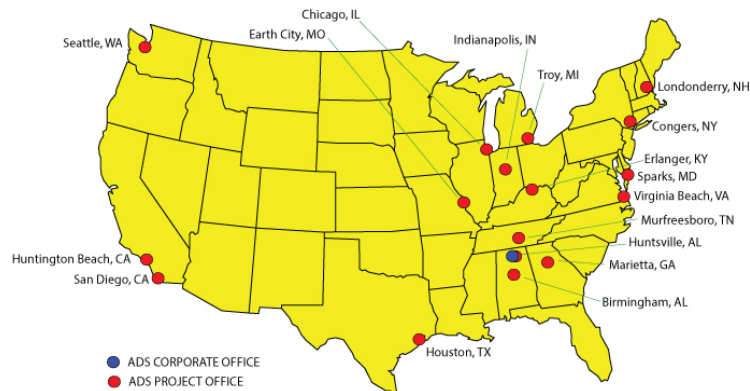
Christopher Skehan, M.S.
Business Development Manager
ADS Environmental Services
(708) 341-9701
cskehan@idexcorp.com



Experience and Summary

ADS Environmental Services (ADS) Local office is in Chicago, IL. We have expert support staff also located in Detroit, St. Louis, Erlanger (KY) and Indianapolis who perform flow monitoring on a daily basis. Our capabilities and experience are described in this document. Key elements of the team are as follows:

- We have the resources and experience needed for a successful project
- We have long histories of completing successful projects, both large and small
- We have assembled a team of personnel that we believe will be the most economical solution, capable of fulfilling all project needs, with quality results, at the lowest possible cost



ADS, established in 1975, is headquartered in Huntsville, AL and operates 17 additional branch offices throughout the Country and as indicated on the map above. ADS' Midwest Region headquarters near St. Louis, MO, where we have operated since 1981. The ADS St. Louis office is currently the largest field office in the country with more than thirty full-time, experienced sewer professionals. Office addresses for the Regional and Local offices is as follows:

<p>Regional Office: 13266 Lakefront Drive Earth City, MO 63045 Robert Miller, Reg. Mgr. (314)209-7774</p>	<p>Illinois Office: 935 W. Chestnut Street Suite 415 Chicago, IL 60642 (708)341-9701</p>
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Questions concerning this document should be directed to Mr. Chris Skehan, ADS Business Development Manager, via phone or email:

Christopher Skehan
Business Development Manager (ADS)
708-341-9701 (cell)
cskehan@idexcorp.com



The philosophy/mission statement of ADS is expressed as follows:

As the foundation of our operating model, our core values unite our teams around the world by setting the standards for behavior. Our core values apply to everything we do:



**Our CUSTOMER is our priority.
We GROW our enterprise and people.
Our INTEGRITY is paramount.
We strive for EXCELLENCE.
We are passionate about SUCCESS.**

With more than 40 years of experience in wastewater collection system evaluation, ADS, LLC is pleased to provide this overview of our services. Our vast experience includes comprehensive sewer system services (flow monitoring to identify and prioritize affected basins, SSES field activities to obtain sewer inventory, condition and performance knowledge, point source identification of inflow/infiltration, project management, rehabilitation recommendation), pipeline services (water audits, hydraulic modeling, master planning, water quality modeling, master meter tests, meter accuracy tests, consumption analysis, loss of head tests), and rehabilitation services (line tapping, line stopping).

ADS's management philosophy of earning customer loyalty demonstrates that we are not only committed to providing our clients with the industry's very best equipment and services, but we are also committed to grow and innovate to meet our clients evolving needs.

We have been a partner on some of the largest and most successful water and wastewater programs ever documented and have an experienced and mobile staff to assure the success of your project.

ADS LLC, with its operating divisions, ADS Environmental Services, Accusonic Technologies and Hydra-Stop, is owned by IDEX Corporation. IDEX is an applied solutions company specializing in fluid and metering technologies, health and science technologies, dispensing equipment, and fire, safety and other diversified precuts built to its customers' exacting specifications.

ADS Environmental Services

ADS Environmental Services is headquartered in Huntsville, Alabama. Founded in 1975, with the invention of the first of its kind self-contained, microprocessor based, battery powered area-velocity flow monitor, ADS continues to invest in research and development. This investment in equipment, software and web-based system development ensures our clients that they are working with the best in the business when they select ADS.

ADS is one of the largest water and wastewater service firms in the United States, a U.S.-based business formed to bring together several proven, established companies in their respective markets. It has evolved into a solutions-driven provider of environmental products and services that will create value for its customers and employees through technology, world-class service and environmental leadership.



ADS Environmental Services is the leader in flow monitoring technology and information services and presents outstanding credentials to ensure successful completion of all projects it undertakes. Thousands of miles of sewer have been analyzed by ADS.

ADS offers expert water distribution and sewer collection system analysis, specialty pipeline and structure rehabilitation and line stopping. We specialize in the collection and analysis of accurate information about the efficiency of existing water and sewer systems. Our clients are both small and large municipalities, but we also perform similar work for industrial clients. Our engineers and field technicians work closely with client representatives to help them solve flow, pressure and leakage problems in their systems.

ADS features recognizable product lines in the U.S. and around the world. We strive to deliver high-performance solutions and world-class service to customers worldwide.

We bring to our clients the stability and strength of a global corporation while embodying the commitment and attention to detail of a small, local company through its network of regional offices. We have the philosophy, experienced personnel and equipment that are unequaled in the industry. This is evidenced by the fact that ADS has performed more than 8,000 pipeline services projects in 32 countries. Our reputation for quality work is supported by the high degree of repeat clients that we have had over the years.

What makes ADS unique in performing Temporary Flow Monitoring?



ADS Environmental Services, over the past 40 years, has developed an organization unrivaled in the sewer investigation industry. The organization is built on a foundation of highly experienced field and office staff that have worked in the industry for many years. ADS Professional Engineers and Project Managers aren't afraid to enter manholes, and in fact do so regularly. ADS is a full-service field service firm, with Professional Engineers in most all major offices. ADS

encourages movement through the ranks from Field Representative to Data Analyst to Project Manager.

ADS' size is also distinctive as an international firm participating in a niche service industry that is made up primarily of local and regional small businesses. Our size provides economies of scale along with the capability to perform large projects that most competitors are too small to staff. This distinction as a large international firm is also tempered by our personal dedication to each of our clients, large and small.





Proposed Scope of Work for Yorkville, IL

ADS Environmental Services ("ADS") will provide all the necessary components required to conduct a temporary flow monitoring study in Yorkville, IL for a period of 2 months (60 days) in coordination with Engineering Enterprises, Inc ("Client"). An extension cost can also be provided, should the Owner need to extend the monitoring period. The work will be performed as set forth below:

Phase I – Mobilization

- 1) Kick-off Meeting. Phase I will begin with a kick-off meeting between representatives of the Client and ADS. The purpose of the kick-off meeting is to discuss project scope, establish lines of communication, set milestones, and set the project schedule. Throughout the project ADS staff will communicate with the Owner/Firm prior to visiting the site for any maintenance activities.
- 2) Site Location/ Investigation. ADS will work with the Client to confirm the location of the monitor installation. ADS representatives will perform a site investigation at each location to ensure the site hydraulics are suitable for monitoring.
- 3) Site Installation. ADS will utilize a standard 2-person field crew for fieldwork and comply with US Federal standards for confined-space entry. All traffic control used in the project will include an ADS traffic control plan prior to any field work. The proposed flow monitoring location will be located, inspected, and verified for hydraulic suitability. ADS will also check for debris in the manhole that could impact data quality and coordinate any required cleaning efforts with the Client. ADS field crews will look for evidence and signs of erratic flow patterns. Flow monitors will be installed and programmed if the investigations are successful.
- 4) Site Reports. Site reports will be generated upon completion of the site investigations & installation work. The site reports will include a sketch of the general location, physical characteristics and diameters of the proposed monitoring locations, manhole depths, flow measurements, and other comments pertinent to the location such as any special traffic or safety issues. Final site locations to be approved by the Client.
- 5) Equipment. ADS will utilize professional area/velocity flow monitors or highly accurate level-only meters during the course of this project for the sanitary sewer locations identified. A typical monitor installation in a sanitary sewer pipe will a pressure depth sensor mounted at the invert (to detect surcharge and provide redundant depth information); a Doppler velocity sensor also mounted at or near the invert, and depending on the pipe size, a down-looking ultrasonic sensor mounted at the crown.
- 6) Monitor Activation. Once installed, the flow monitor will be activated and set to take readings at 15-minute intervals. ADS Field crews will take manual depth readings with a ruler and velocity readings with a portable, instantaneous velocity meter to confirm the monitor is collecting accurate data based on the actual existing hydraulic conditions at each location.

Phase II – Flow Monitoring

- 1) Flow Monitoring. Once the monitor is installed and verified to be in working order, ADS will monitor the flow for a period of 30 days (“monitoring period”). This initial monitoring period can be extended based on mutual consent and written agreement of additional work and price for such additional work.
- 2) Data Collection and Equipment Maintenance. The ADS data analyst will review the data weekly throughout the monitoring period. ADS will use wireless equipment whenever possible, however field crews may need to return to the location as determined by routine data review to collect the data and perform site maintenance and site confirmations as necessary. This maintenance includes cleaning depth and velocity sensors, confirmations as needed, and checking an installation to make sure that the ring is secure in the pipe. ADS has internal quality procedures for all fieldwork used in the project.
- 3) Demobilization. Field crews will continue data collections and confirmations (as necessary) until the end of the monitoring period. Once authorized, crews will immediately begin removing the equipment and provide any final data to the data analyst.

Phase III – Data Analysis and Reporting

- 1) Data Analysis: Upon completion of the flow monitoring period, a trained ADS Data Analyst will analyze and finalize the data. The data analyst will calculate flow using the continuity equation from the recorded depth and average velocity data. The analyst will utilize scatter plots (depths vs. velocity readings) to verify the data accuracy and repeatability.
- 2) Final Data and FlowView.com Access: ADS currently uses an online hosted system called FlowView.com for all data and reporting objectives of a temporary flow monitoring study. Users have access to all the raw and final data, can print hydrographs, scattergraphs, and tabular report, and export to common files such as .CSV or .XLS if needed. This powerful software system allows users to create “Dynamic Reports” based off the needs of the project, and our users find the system easy to use and robust with many of the features they would expect when analyzing and reporting sewer flow monitoring data.

Client Responsibilities

ADS is asking that the Owner/Client perform the following functions in connection with this Project:

1. Access to the site of work with sufficient area for placement of personnel and equipment, including all right-of-way and ramps, if required. This includes, but is not limited to, exposing manholes, clearing easements and/or constructing roads or ramps suitable for truck/van, if necessary.
2. Assist in obtaining and complying with any special permits.
3. Provide any mapping information to be used on monitoring installations, data analysis and reporting
4. Any information concerning bypasses, overflows, base flows, critical surcharge areas, and maintenance habits that may affect flow monitoring data.



Fee Proposal for Work

Yorkville, IL - Temporary Flow Monitoring
Study 2 Flow Meters for 30 days

Task	Units	Unit Cost	Total
Flow Meter Site Investigations / Installation	2	\$1,300	\$2,600
Flow Monitoring Services (per meter/day)	60	\$65	\$3,900

2 Flow Meters for 60 days

Task	Units	Unit Cost	Total
Flow Meter Site Investigations / Installation	2	\$1,300	\$2,600
Flow Monitoring Services (per meter/day)	120	\$65	\$7,800

FlowView.com // Final Report	1	\$1000	\$1000
TOTAL			\$17,900

****Monthly Extension Fee's = \$1,950/meter/month (30 days)**

Notes and Assumptions:

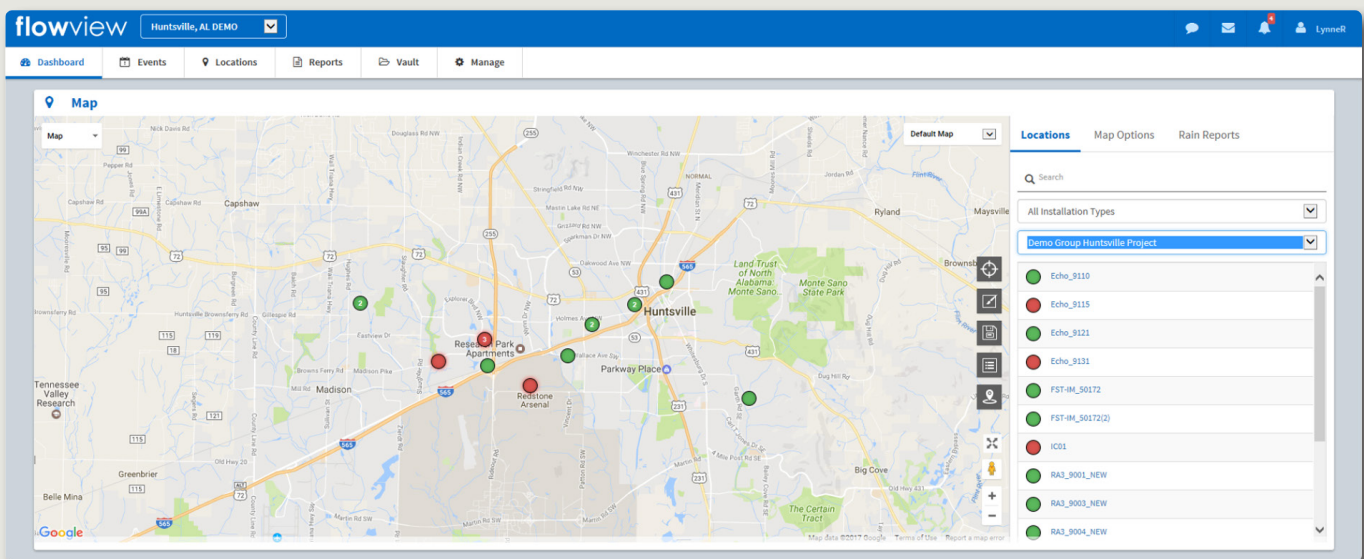
- (1) No Prevailing Wages or Living Wages will apply to the field work.
- (2) Costs and Labor hours above are estimated using all information ADS has to date. Extensive traffic control or sites that contain unsafe atmospheric conditions may alter the prices.
- (3) Assumed municipality is Tax Exempt or project contract is a pass-through for tax exemption – otherwise local taxes will be added to the final invoice.
- (4) ADS Terms and Conditions Apply

flowview®

Critical Sewer Flow Insight for
Collection System Management

FlowView® is a web application that puts flow monitor, level monitor, and rainfall monitor data at your fingertips to support management, engineering, and operational decisions within your wastewater collection system. FlowView connects clients to an ADS® monitoring network, delivering near real-time operational intelligence on the status of the wastewater collection system. It is the fastest and easiest way to visualize the condition of your collection system monitored by ADS sensing technology. This state-of-the-art system provides knowledge and early detection of potential problems. It offers dynamic analytical functions for fueling discoveries that will lead to enhanced management of the sewer collection system. FlowView performs data retrieval, storage, alarm management, and information presentation functions.

INTERFACE OVERVIEW



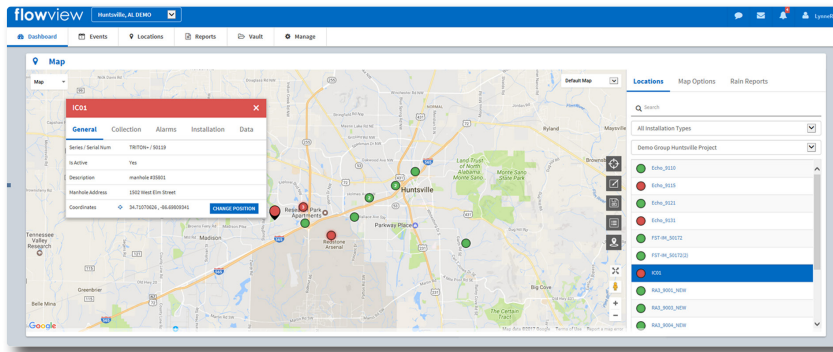
Access a wide variety of information using an intuitive map-based interface. Visualize monitor alarm status with color-coded icons, and acknowledge alarms right from the map. View the most recent conditions within the wastewater collection system in hydrograph or scattergraph displays. Enrich your insight through additional Geographic Information System (GIS) layers and map-based rainfall reports.

ADS is a leading technology and service provider and a reliable source of knowledge to the global wastewater collection system industry. Monitors manufactured, installed, and maintained by ADS measure over 4 billion gallons of flow daily across the globe. ADS delivers value to its customers by providing industry-leading solutions for collection system monitoring, data analysis, reporting, and field services. These customers rely on Underground Intelligence® from ADS to manage planning and rehabilitation, satellite community billing, regulatory compliance, operation and maintenance, and model calibration.



For more information, please visit www.adsenv.com/flowview





Location Inset Window

FlowView's *Location Inset Window* provides a wealth of monitor-related information directly from the map, including location and installation information and the last monitor data. Acknowledge alarms and initiate on-demand communication for monitors so configured.

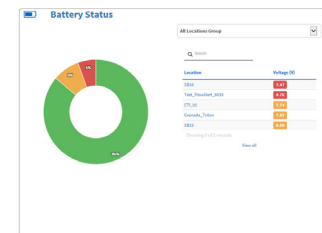
Alarms

FlowView's alarm management is designed to inform clients about the occurrence of rain events, flow performance abnormalities, and data anomalies at flow, level, or rainfall monitoring locations. Monitors and rain gauges send alerts into the hosted FlowView system, which identifies rain, flow, and depth patterns that are outside each location's pre-configured thresholds, and registers these anomalies as alarms. FlowView then initiates a client-customized alarm notification sequence. It combines rain data with high depth indicators to initiate wet- and dry-weather-induced overflow alarm notification as needed. Acknowledge and sort recent alarms by status, event type, date and time, or location. Further understand sewer conditions prior to and during each alarm through a hydrograph display of monitor data.

Action	Status	Event Type	Date/Time	Location	Graph
✓	High Level	High Level	01/21/2017 10:00	101-01, 101-02	View
✓	High Level	High Level	01/21/2017 11:30	101-01, 101-02	View
✓	High Level	High Level	01/21/2017 13:00	101-01	View
✓	High Level	High Level	01/21/2017 14:00	101-01	View
✓	High Level	High Level	01/21/2017 15:00	101-01	View
✓	Dry Overflow	Dry Overflow	01/21/2017 16:00	101-01	View
✓	Dry Overflow	Dry Overflow	01/21/2017 17:00	101-01	View
✓	High Level	High Level	01/21/2017 18:00	101-01	View
✓	High Level	High Level	01/21/2017 19:00	101-01	View
✓	Dry Overflow	Dry Overflow	01/21/2017 20:00	101-01	View

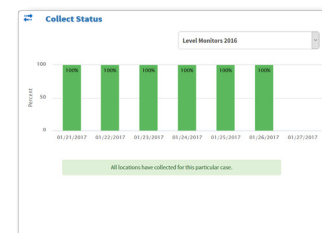
Battery Status

FlowView enables battery status monitoring and management to ensure the seamless operation of flow, level, and rainfall monitors. Battery voltages are classified as Good, Low, or Critical and are sorted by those that require the most urgent attention.



Collect Status

Track monitor communication status to identify any data transmission problems that may arise. Visualize recent data transmission status for the entire monitor network and drill down to the communication status of individual monitors.



Notifications

Verify the status of user-initiated actions within FlowView, including on-demand data collects and data exports.

Status	Percent Complete	Type	Name	Completed Date
Completed	100%	Collect	101-01 Collect	01/21/2017 11:15
Completed	100%	Collect	101-02 Collect	01/21/2017 11:15
Completed	100%	Collect	101-03 Collect	01/21/2017 11:15
Completed	100%	Collect	101-04 Collect	01/21/2017 11:15
Completed	100%	Collect	101-05 Collect	01/21/2017 11:15
Completed	100%	Collect	101-06 Collect	01/21/2017 11:15
Completed	100%	Collect	101-07 Collect	01/21/2017 11:15
Completed	100%	Collect	101-08 Collect	01/21/2017 11:15
Completed	100%	Collect	101-09 Collect	01/21/2017 11:15
Completed	100%	Collect	101-10 Collect	01/21/2017 11:15
Completed	100%	Collect	101-11 Collect	01/21/2017 11:15
Completed	100%	Collect	101-12 Collect	01/21/2017 11:15
Completed	100%	Collect	101-13 Collect	01/21/2017 11:15
Completed	100%	Collect	101-14 Collect	01/21/2017 11:15
Completed	100%	Collect	101-15 Collect	01/21/2017 11:15
Completed	100%	Collect	101-16 Collect	01/21/2017 11:15
Completed	100%	Collect	101-17 Collect	01/21/2017 11:15
Completed	100%	Collect	101-18 Collect	01/21/2017 11:15
Completed	100%	Collect	101-19 Collect	01/21/2017 11:15
Completed	100%	Collect	101-20 Collect	01/21/2017 11:15

PROFESSIONAL OR TECHNICAL SERVICES AGREEMENT

The Parties named below hereby agree to be bound to the terms and conditions on the following pages and in accordance with the Exhibits attached to and incorporated herein to this Agreement.

ADS LLC:

1300 Meridian Street, Suite 3000, Huntsville, Alabama 35801

By: _____

Printed Name: _____

Title: _____

Date: _____

CLIENT: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS OF AGREEMENT

NOW THEREFORE, the Parties, agreeing to be legally bound, hereby agree as follows:

ARTICLE 1 – RESPONSIBILITIES OF THE PARTIES

1.01 ADS

A. ADS shall provide the Services set forth herein and in the ADS Proposal dated _____ attached hereto and incorporated herein as Exhibit A.

B. The standard of care for all services performed or furnished by ADS under this Agreement will be the care and skill ordinarily used by members of ADS' profession practicing under similar circumstances at the same time and in the same locality. ADS makes no warranties, express or implied, under this Agreement or otherwise, in connection with ADS' services, except as provided in section 4.01.

1.02 CLIENT

A. Client shall have the responsibilities set forth herein and in Exhibit A.

ARTICLE 2 - PAYMENTS TO ADS

2.01 Compensation

A. Client shall pay ADS in accordance with the schedule set forth in Exhibit A.

2.02 Invoices

A. Invoices will be prepared in accordance with ADS' standard invoicing practices, unless otherwise stated in Exhibit C.

~~Invoices are due and payable within thirty (30) days after the date they are issued by ADS. If Client fails to make any payment due ADS for services and/or reimbursable expenses within thirty (30) days after issuance of ADS' invoice, the amounts due ADS will be increased at the rate of one and one~~

Client shall pay ADS within ten (10) days of payment to Client by the Village of Bartlett, which payment shall be a condition precedent for payment, or within 75 days of ADS invoice date, whichever is sooner.

~~half percent (1.5%) per month (or the maximum rate of interest permitted by law) from said thirtieth day.~~

ARTICLE 3 – TERMINATION

3.01 Termination

A. For Cause

1. The obligation to provide further services under this Agreement may be terminated by either party for cause upon thirty (30) days written notice in the event of a substantial failure by either party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the Party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof.

2. In the event of termination by ADS for cause, ADS will be entitled to invoice Client and will be paid for all services rendered and all reimbursable expenses incurred through the effective date of termination.

B. For Convenience

1. Either party may terminate this Agreement for its convenience upon sixty (60) days written notice to the other party. If this Agreement is terminated by the Client for its convenience, ADS shall be paid a reasonable amount for expenses directly attributable to termination, both before and after the effective date of termination, including, but not limited to demobilization expenses and costs associated with terminating subcontract agreements.

ARTICLE 4 - GENERAL CONSIDERATIONS

4.01 Warranty

A. All new products manufactured by ADS will be free from defects in material and workmanship for up to one (1) year following the date of shipment from ADS. Any unauthorized repair or replacement, use, installation or incorporation of unauthorized parts or accessories, including without limitation opening up a monitor, will void this product warranty. Any repair or replacement will be covered by this new product warranty for ninety (90) days from the date that such repaired or replaced product is shipped from ADS. This warranty is available to the Client as the original purchaser of the product and only if it has been installed, operated, and maintained in accordance with ADS' standards. This warranty does not apply to damage by catastrophes of nature, fire, explosion, acts of God (including, but not limited to, lightning damage and power surges), accidents, improper use or service, damage during transportation, or other similar causes beyond ADS' control.

2. To the extent allowed by law, ADS hereby expressly excludes any warranty for design defect. While products manufactured by ADS are designed and manufactured to meet published specifications, ADS may from time to time improved products currently in the market. However, purchased hardware manufactured to a previous design will only be replaced or upgraded at ADS' discretion.

4.02 Use of Documents

A. If required, ADS shall provide Client with a printed hard copy of the deliverable agreed upon in Exhibit A. All other deliverables shall be in the appropriate electronic media format.

B. Client agrees that it will perform acceptance tests or procedures on electronic files within thirty (30) days of receipt of same, after which the Client shall be deemed to have accepted the data thus transferred. Any errors detected within the thirty (30)-day acceptance period will be corrected by ADS.

C. Any reuse or modification of the Documents without written verification or adaptation by ADS, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to ADS or to ADS' Subcontractors. Client shall indemnify and hold harmless ADS and ADS' Subcontractors from all claims, damages, losses, and expenses, including attorneys' fees arising out of such use.

4.03 Changes, Modifications and/or Amendments

A. All changes, modifications and/or amendments to this Agreement or Exhibit A hereto shall be made in writing and shall be signed by both Parties.

4.04 Insurance

A. During the term of this Agreement, ADS shall at all times procure and maintain at a minimum the following insurance coverage:

General Liability \$1,000,000 CSL and annual aggregate

Automobile Liability \$1,000,000 CSL and annual aggregate

Workers Compensation as required by statute

ADS will provide Evidence of Insurance upon request.

4.05 Controlling Law, Venue and Dispute Resolution

A. The Parties shall endeavor to resolve any disputes through informal negotiations between the Parties. If the dispute cannot be resolved within sixty (60) days after first notice of the dispute, the Parties agree that the dispute may be submitted to the court of competent jurisdiction in the county in which the work under this Agreement was performed, or in an alternative location upon agreement of the Parties.

B. THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT.

C. In the event of any dispute and/or legal action arising from an interpretation and/or the performance of any of the provisions of this Agreement, the Parties hereby agree that the prevailing Party shall be awarded reasonable attorney's fees and costs, including but not limited to, the cost of paralegals, accountants and attorney's fees and costs of appellate proceedings, if applicable.

4.06 Successors, Assigns, and Beneficiaries

A. Neither party shall assign this Agreement without the prior written consent of the other, which shall not be unreasonably withheld, except that without securing such prior consent either party shall have the right to assign this Agreement, and all obligations hereunder, to any successor by way of merger or consolidation or the acquisition of all or substantially all of the business and assets of the party relating to the subject matter of these terms. This right shall be retained provided that such successor shall expressly assume all of the obligations and liabilities of the assigning party under the Agreement. Any assignment in violation of this paragraph shall be void. The terms and conditions of this Agreement shall be binding upon and enforceable by the successor and permanent assign of the assigning party.

B. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and ADS and not for the benefit of any other third Party.

4.07 Limitation of Liability

A. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ADS, OR ANY OF ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR PARENT CORPORATIONS, BE LIABLE TO ANY PERSON,

FIRM OR ENTITY, INCLUDING, BUT NOT LIMITED TO CLIENT, FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE AND/OR LOST SAVINGS, EVEN IF CLIENT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE OR IF SAME WERE REASONABLY FORESEEABLE.

4.08 Force Majeure

A. Neither Client nor ADS shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other Party which could not reasonably have been anticipated or prevented. Force Majeure shall include, but not be limited to, unusually severe weather, floods, power outages, epidemics, war, acts of terrorism, riots, strikes, lockouts, exercise of police power, condemnation or eminent domain. The foregoing shall not give rise to any claims or damages or be considered a waiver by either Party of the obligations of this Agreement.

4.09 Confidentiality and Non-disclosure

A. Both Parties acknowledge that, in the course of performing this Agreement, certain employees, agents or representatives may be exposed to or acquire information which is proprietary or confidential. Such proprietary and confidential information may include without limitation information related to research, development, designs, plans, reports, investigations, materials, data, pricing, trade secrets, customer lists, salaries, or business information ("Confidential and Proprietary Information").

B. Both Parties agree to hold each other's Proprietary and Confidential Information in strict confidence and not to make each other's Proprietary and Confidential Information available in any form to any third party or to use each other's Proprietary and Confidential Information for any other purpose than for the performance of work under the implementation of this Agreement.

4.10 EEO Statement

A. It is the policy of ADS to recruit, hire, train, compensate, promote, discipline, and otherwise treat its employees and applicants without regard or consideration for the individual's race, color, religious creed, sex, age, national origin, ancestry, mental or physical disability, marital status, citizenship status or any other reason prohibited by law. In addition, ADS is committed to fully complying with all applicable laws and regulations regarding the Americans with Disabilities Act of 1990, Title VII of the Civil Rights Act, and the Vietnam Era Veterans Readjustment Assistance Act and applicable Federal, State, and Local regulations. ADS also provides equal employment opportunity in all employment

practices to qualified applicants and employees without regard to disability.

4.11 Notices

A. Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

4.12 Survival

A. All express representations, indemnifications, limitations of liability, and assurances of confidentiality included in this Agreement shall survive its completion or termination for any reason.

4.13 Severability

A. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and ADS, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

4.14 Waiver

A. Non-enforcement of any provision by either Party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

4.15 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

4.16 Entire Agreement

A. This Agreement constitutes the entire agreement between the Parties and exclusive statement of the terms between the Parties with respect to services to be performed hereunder. The Exhibits referenced in this Agreement and the specifications and drawings referenced therein are a part of this Agreement with the same force and effect as if fully set forth herein. No alteration, modification, or amendment of any of the provisions hereof shall be binding unless in writing and signed by duly Authorized Representatives of the Parties.

Exhibit A

PROPOSAL

ADS proposal dated _____ containing the agreed upon Scope of Work, Compensation and Party Responsibilities is attached hereto and incorporated as if fully set forth herein.



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

Agenda Item Number

Consent Agenda #4

Tracking Number

PW 2017-40

Agenda Item Summary Memo

Title: ADA Transition Plan – Engineering Agreement

Meeting and Date: City Council – May 23, 2017

Synopsis: See attached.

Council Action Previously Taken:

Date of Action: PW – 05/16/17 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2017-40

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson

Name

Administration

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: Public Works Committee
From: Bart Olson, City Administrator
CC:
Date: May 11, 2017
Subject: ADA Transition Plan – Engineering Agreement

Summary

Consideration of an engineering agreement with EEI for completion of an ADA transition plan.

Background

This item was last discussed by the City Council as part of the FY 18 budget proposal. This engineering agreement and plan is budgeted in FY 18. The Department of Justice had been pressing municipalities to complete this plan for several years, and began last year to enforce deadlines for this type of plan.

This transition plan involves surveying sidewalk conditions throughout town and looking at transitions between sidewalks and roadways to make sure those facilities are ADA compliant, and if they are not compliant, documenting it and making a long-term commitment to fixing the issue. We do not have the capabilities to do this in-house in a timely manner.

The proposed contract with EEI is on an hourly basis, with an estimated cost of \$34,910. The exact scope of the project is detailed in Exhibit A of the engineering agreement and contains the following:

- 1) Preparation of GIS exhibits
- 2) Field surveying all transitions in the community for a qualitative rating
- 3) Preparing a report summarizing all findings, complete with recommendations of areas to repair and a timeline

The engineering contract does not include any public outreach, which is a required component of the plan. The City will be required to notify the public of the survey and receive written comments during the analysis phase of the report. The engineering contract also does not contemplate a public presentation of the final report. We would expect to take the report to a future Public Works Committee when completed, but the discussion would be led by staff.

Recommendation

Staff recommends approval of the engineering contract with EEI for completion of the ADA transition plan.

**Self-Evaluation and Transition Plan
United City of Yorkville, Kendall County, IL
Professional Services Agreement – Preliminary Engineering**

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included Attachment A. All Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the ENGINEER shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment B. Preliminary Engineering will be paid for hourly at the actual rates for services to be performed, currently estimated at \$34,910.00. The hourly rates for this project are shown in the attached 2017 Standard Schedule of Charges. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

~~For outside services provided by other firms or subconsultants, the City shall pay the ENGINEER the invoiced fee to the ENGINEER, plus 0%.~~

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City.

ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the City. The City agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with

requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: x United States Citizen ___ Resident Alien ___ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of attachments are as follows:

*Self-Evaluation and Transition Plan
United City of Yorkville
Professional Services Agreement
Preliminary Engineering*

Attachment A: Scope of Services
Attachment B: Estimated Level of Effort and Associated Cost
Attachment C: Anticipated Project Schedule
Attachment D: 2017 Standard Schedule of Charges

L. Notices:

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

For the City:

City Administrator and City Clerk
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

For the ENGINEER:

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

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

Agreed to this ____ day of _____, 2017.

United City of Yorkville:

Engineering Enterprises, Inc.:

Gary Golinski
Mayor

Brad Sanderson, P.E.
Vice President

Beth Warren
City Clerk

Angie Smith
Executive Assistant

**Self-Evaluation and Transition Plan
United City of Yorkville
Kendall County, IL
Professional Services Agreement – Preliminary Engineering**

Attachment A – Scope of Services

To perform on behalf the United City of Yorkville a Self-Evaluation and prepare a Transition Plan as required by Title II of the Americans with Disabilities Act. At this time, the Self-Evaluation and Transition Plan will only focus on sidewalk curb ramps under the jurisdiction of the City. Sidewalk segments and City facilities will not be included under this agreement.

Preliminary Engineering:

- Preparation of GIS Exhibits *
 - Map all existing curb ramps under the jurisdiction of the United City of Yorkville from existing GIS data and/or aerial / Google Earth photos.
 - Preparation of Location Maps
- Data Collection and Field Evaluation **
 - From GIS data, determine locations where ADA ramps may be Compliant for Field Evaluation
 - Measure curb and gutter, curb ramp and turning square slopes, cross slopes, lengths, widths and crosswalk slopes as applicable for the type of curb ramps present (perpendicular, diagonal, parallel, mid-block or depressed corner).
 - Record the presence and condition of detectable warning tiles at curb ramps. Curb Ramps which do not have current detectable warning tiles are non-compliant and will not be evaluated in detail.
- Field Data Processing and Prioritization of Repairs
 - Evaluate field measurements for compliance with current Illinois Department of Transportation Standard Details for sidewalk curb ramps.
 - Develop criteria to prioritize the repair of non-compliant curb ramps
 - Prepare a Location Map and/or graphics to show the location of “compliant”, “marginally compliant” or “non-compliant” curb ramps.
- Draft Report Preparation
 - Draft text of the Transition Plan
 - Prepare Maps and Exhibits detailing the findings of the Self-Evaluation
 - Identify a Grievance Process.
 - Adopt future Design Standards
 - Identify a plan to Remove non-complaint elements
- Revisions and Final Report
 - Make revisions to the Draft Report based on City and Public Comments received. Time spent on revisions has been assumed to be 8 hours.

Exclusions

- Public Involvement
 - The City shall be responsible for advertising to residents and advocacy groups that a Self-Evaluation is being performed and a Transition Plan is being prepared. Written comments will be received by the City.
 - EEI will not conduct a Meetings or provide any Public Presentation in regard to the Self-Evaluation or Transition Plan.

*Self-Evaluation and Transition Plan
United City of Yorkville
Professional Services Agreement
Preliminary Engineering
Attachment A - Scope of Services*

- Future Updates to the Transition Plan
 - A Transition Plan is by design a living document. This agreement provides services only for the initial Self-Evaluation and Transition Plan which at this time will be developed specifically for curb-ramps.
 - No evaluation of City facilities will be provided.

Information Required from the City

- Identify an ADA Coordinator
- Provide written public comments received from residents and advocacy groups
- Provide review comments to the Draft Report
- Publish the Final Report

* Assume the United City of Yorkville has 3,200 existing sidewalk curb ramps.

** Assume the United City of Yorkville has 2,400 existing sidewalk curb ramps which are non-compliant and can be determined from aerial photography due to the lack of a detectable warning tile leaving 800 existing sidewalk curb ramps to be evaluated on-site.



Engineering Enterprises, Inc.

ATTACHMENT B - ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES

Self-Evaluation and Transition Plan
United City of Yorkville, Kendall County, IL

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING					DRAFTING			ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER I	PROJECT ENGINEER	ENGINEER INTERN	CAD MANAGER	SENIOR PROJECT TECHNICIAN I	GIS TECHNICIAN	ADMIN.		
		HOURLY RATE:	\$191	\$185	\$145	\$133	\$82	\$168	\$133	\$67	\$80		
Preliminary Engineering													
1.1	GIS EXHIBITS						8		56		64	\$ 5,096	
1.2	DATA COLLECTION AND FIELD EVALUATION				24	112			24		160	\$ 14,272	
1.3	DATA PROCESSING AND REPAIR PRIORITIZATION				24		8		16		48	\$ 5,896	
1.4	DRAFT REPORT PREPARATION	2	6	36			6			8	58	\$ 8,360	
1.5	REPORT REVISIONS		2	4			2				8	\$ 1,286	
Preliminary Engineering Subtotal:			2	8	88	-	112	24	96	8	338	\$ 34,910	
PROJECT TOTAL:			2	8	88	-	112	24	96	8	338	34,910	

LABOR SUMMARY	
Engineering Expenses =	\$ 23,806
Drafting Expenses =	\$ 10,464
Administrative Expenses =	\$ 640
TOTAL LABOR EXPENSES =	\$ 34,910

TOTAL EXPENSES =	\$ 34,910
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G:\Public\Yorkville\2016\Y01625-C ADA Transition Plan\PSA\Attachment B - Fee Estimate.xlsx\Fee Summary



**ATTACHMENT C:
ANTICIPATED PROJECT SCHEDULE**
Self-Evaluation and Transition Plan
United City of Yorkville, Kendall County, IL



WORK ITEM NO.	WORK ITEM	Year:		2017																																															
		Month:		April				May				June				July				August				September				October				November				December															
		Week Starting:		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4								
PRELIMINARY ENGINEERING																																																			
1.1	GIS EXHIBITS																																																		
1.2	DATA COLLECTION AND FIELD EVALUATION																																																		
1.3	DATA PROCESSING AND REPAIR PRIORITIZATION																																																		
1.4	REPORT PREPARATION																																																		
1.5	REPORT REVISIONS																																																		

G:\Public\Yorkville\2016\YO1625-C ADA Transition Plan\PSA\Attachment C - Schedule.xls\Schedule

Legend	
	Project Management & QC/QA
	Meeting(s)
	Bidding and Contracting
	Preliminary
	Design Work Item
	Construction



Standard Schedule of Charges

January 1, 2017

EMPLOYEE DESIGNATION

CLASSIFICATION

HOURLY RATE

Senior Principal	E-4	\$196.00
Principal	E-3	\$191.00
Senior Project Manager	E-2	\$185.00
Project Manager	E-1	\$168.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$155.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$145.00
Project Engineer/Planner/Surveyor	P-4	\$133.00
Senior Engineer/Planner/Surveyor	P-3	\$121.00
Engineer/Planner/Surveyor	P-2	\$111.00
Associate Engineer/Planner/Surveyor	P-1	\$100.00
Senior Project Technician II	T-6	\$145.00
Senior Project Technician I	T-5	\$133.00
Project Technician	T-4	\$121.00
Senior Technician	T-3	\$111.00
Technician	T-2	\$100.00
Associate Technician	T-1	\$ 87.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
GIS Technician	G-1	\$ 67.00
Administrative Assistant	A-3	\$ 80.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment	\$158.00
2 Man Field Crew with Standard Survey Equipment	\$247.00
1 Man Field Crew with RTS or GPS *	\$196.00
2 Man Field Crew with RTS or GPS *	\$284.00
Vehicle for Construction Observation	\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)
Reimbursable Direct Costs & Services by Others	Cost + 10%

*RTS = Robotic Total Station / GPS = Global Positioning System



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 – April 25, 2017

Meeting and Date: City Council – May 23, 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: Beth Warren City Clerk
Name Department

Agenda Item Notes:

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, APRIL 25, 2017

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

City Clerk Warren called the roll.

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

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

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

Alderman Plocher requested that Item #1 on the Consent Agenda, Ordinance Amending the Noise Regulations in the Public Health and Safety Code and the Zoning Ordinance (PS 2017-07), be moved to the regular agenda under Public Safety.

CONSENT AGENDA

1. Request to Purchase New Vehicles in FY 18 – *authorize purchase of three vehicles as presented in an amount not to exceed \$165,000* (PS 2017-08)
2. **Ordinance 2017-17** Amending the Liquor Regulations to Clarify Possession and Consumption of Alcoholic Beverages on City Property – *authorize the Mayor and City Clerk to execute* (PS 2017-09)
3. Water Department Reports for January, February and March 2017 (PW 2017-24)
4. Route 47 ITEP (Streetlights) – Authorization No. 5 – *authorize City Administrator to execute* (PW 2017-25)
5. Wrigley EDP Project – Change Order Nos. 2, 3 and 4 – *authorize Mayor to execute* (PW 2017-26)
6. Center / Countryside Resurfacing – Contract Award – *accept bid and award contract to D Construction, Co. in an amount not to exceed \$239,317.66* (PW 2017-27)
7. Center / Countryside Resurfacing Professional Services Agreement – Construction Engineering – *authorize Mayor and City Clerk to execute* (PW 2017-28)
8. Kennedy Road Resurfacing – Contract Award – *accept bid and award contract to Geneva Construction, Co. in an amount not to exceed \$388,437.24* (PW 2017-29)
9. **Ordinance 2017-18** Authorizing the Subordination of Surface Rights for Public Road Purposes (U.S. Route 34 from Eldamain Road to Center Parkway) – *authorize Mayor and City Clerk to execute* (PW 2017-30)
10. **Ordinance 2017-19** Approving a Revised Stormwater Management Program Plan – *authorize Mayor and City Clerk to execute* (PW 2017-31)
11. **Ordinance 2017-20** Amending the Code of Ordinances Regulating Truck and Commercial Vehicles; Loads and Weights – *authorize the Mayor and City Clerk to execute* (PW 2017-33)
12. Fox Hill and Sunflower Estates SSA Management RFP – *authorize staff to issue a request for proposals for management services of Fox Hill and Sunflower Estates SSAs* (PW 2017-34)
13. Water Study – *motion to accept water study* (PW 2017-35)
14. Monthly Treasurer’s Report (ADM 2017-35)
15. **Ordinance 2017-21** Repealing Licensing Requirements for Taxicab Companies, Taxicabs and Taxicab Drivers – *authorize Mayor and City Clerk to execute* (ADM 2017-40)

Consent Agenda as amended approved unanimously by a viva voce vote.

PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

None.

MINUTES FOR APPROVAL

1. Minutes of the Regular City Council – March 28, 2017

Mayor Golinski entertained a motion to approve the minutes of the regular City Council meeting of March 28, 2017 as presented. So moved by Alderman Colosimo; seconded by Alderman Milschewski.

Minutes approved unanimously by a viva voce vote.

BILLS FOR PAYMENT

Mayor Golinski stated that the bills were \$710,343.73.

REPORTS

MAYOR'S REPORT

Proclamation for Rain Barrel Month

(CC 2017-21)

Mayor Golinski stated it is Rain Barrel Month and there is a long proclamation in the packet if anyone wants to read it.

Appointments to Library Board

(CC 2017-22)

Mayor Golinski entertained a motion to approve the Mayor's appointment of Krista Danis and Theron Garcia to the Library Board to terms ending May 2020. So moved by Alderman Colosimo; seconded by Alderman Milschewski.

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

**Ordinance 2017-22 Authorizing the First Amendment to the Annual Budget for the Fiscal Year
Commencing on May 1, 2017 and Ending on April 30, 2018**

(CC 2017-23)

Mayor Golinski entertained a motion to approve an ordinance authorizing the first amendment to the annual budget for the fiscal year commencing on May 1, 2017 and ending on April 30, 2018 (Library Operations) and authorize the Mayor and City Clerk to execute. So moved by Alderman Frieders; seconded by Alderman Koch.

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

**Resolution 2017-24 Approving an Assignment of Contract to Anthony Place Yorkville,
L.P. (GC Housing Development)**

(CC 2017-24)

Mayor Golinski entertained a motion to approve a resolution approving an assignment of contract to Anthony Place Yorkville, L.P. (GC Housing Development) and authorize the Mayor and City Clerk to execute. So moved by Alderman Milschewski; seconded by Alderman Funkhouser.

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

**Ordinance 2017-23 Approving a Lease Agreement Between the City and 215 Hillcrest LLC
(Special Census Office Space)**

(CC 2017-25)

Mayor Golinski entertained a motion to approve an ordinance approving a lease agreement between the City and 215 Hillcrest LLC (Special Census Office Space) and authorize the Mayor and City Clerk to execute. So moved by Alderman Tarulis; seconded by Alderman Colosimo.

Alderman Frieders asked City Administrator Olson when the City was going to take possession of the recently purchased building. City Administrator Olson stated May 16, 2017.

Motion approved by a roll call vote. Ayes-8 Nays-0

Frieders-aye Tarulis-aye, Colosimo-aye, Funkhouser-aye,
Milschewski-aye, Teeling-aye, Koch-aye, Plocher-aye

PUBLIC WORKS COMMITTEE REPORT

No report.

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

Ordinance 2017-24

**Amending the Noise Regulations in the Public Health and Safety
Code and the Zoning Ordinance
(PS 2017-07)**

Alderman Frieders made a motion to approve a text amendment to the noise ordinance; seconded by Alderman Plocher.

Alderman Plocher asked for City Administrator Olson to explain this ordinance so the residents can understand this ordinance. City Administrator Olson turned it over Community Development Director Barksdale-Noble. Community Development Director Barksdale-Noble gave an explanation on this ordinance.

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

**Local Prosecution
(PS 2017-10)**

- a. **Ordinance 2017-25** Amending the Yorkville City Code to Create the Anticrime Task Force Commission
- b. **Ordinance 2017-26** Amending the Yorkville City Code to Provide Minimum and Maximum Fines for Certain Violations of the Illinois Vehicle Code as Adopted by the United City of Yorkville

Alderman Frieders made a motion to approve an ordinance amending the City Code to create the Anticrime Task Force Commission and an ordinance amending the City code to provide minimum and maximum fines for certain violations of the Illinois Vehicle Code as adopted by the United City of Yorkville and authorize the Mayor and City Clerk to execute; seconded by Alderman Colosimo.

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

ADMINISTRATION COMMITTEE REPORT

Ordinance 2017-27

**Repealing the Code of Ordinances Providing for
Regulation of Farmer's Markets
(ADM 2017-39)**

Alderman Milschewski made a motion to approve an ordinance repealing the code of ordinances providing for regulation of Farmer's Markets and authorize the Mayor and City Clerk to execute; seconded by Alderman Frieders.

Alderman Milschewski turned this over to Alderman Frieders. Alderman Frieders proposes the ordinance regarding the local farmers market be revised to allow private citizens to organize the farmers market with approval by the City. Mayor Golinski stated the first day of the Farmers Market is May 20, 2017. He suggests that the Council attend so residents can meet everyone on the Council. Alderman Colosimo discussed the issue of needing to post a special meeting. City Administrator Olson discussed the issue of possibly needing minutes for this event.

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

PARK BOARD

No report.

PLAN AND ZONING COMMISSION

No report.

CITY COUNCIL REPORT

No report.

CITY CLERK’S REPORT

No report.

COMMUNITY & LIAISON REPORT

No report.

STAFF REPORT

No report.

ADDITIONAL BUSINESS

None.

EXECUTIVE SESSION

Mayor Golinski entertained a motion to go into Executive Session for the purpose of

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

Motion approved by a roll call vote. Ayes-8 Nays-0

Tarulis-aye, Milschewski-aye, Colosimo-aye, Plocher-aye,

Teeling-aye, Koch-aye, Frieders-aye, Funkhouser-aye

The City Council entered Executive Session at 7:22 p.m.

The City Council returned to regular session at 7:29 p.m.

CITIZEN COMMENTS

None.

ADJOURNMENT

Mayor Golinski stated meeting adjourned.

Meeting adjourned at 7:29 p.m.

Minutes submitted by:

Beth Warren,
City Clerk, City of Yorkville, Illinois



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

Agenda Item Number

Bills for Payment

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment (Informational): \$1,050,153.78

Meeting and Date: City Council – May 23, 2017

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None – Informational

Council Action Requested:

Submitted by: _____ Amy Simmons _____ Finance
Name Department

Agenda Item Notes:

DATE: 05/02/17
TIME: 16:11:03
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 18

CHECK DATE: 05/03/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523158	R0001841	EVAN O ROBERTS					
	20160865-BUILD		04/28/17	01	926 N CARLY BUILD PROGRAM	25-000-24-21-2445	680.00
				02	926 N CARLY BUILD PROGRAM	51-000-24-00-2445	5,320.00
				03	926 N CARLY BUILD PROGRAM	52-000-24-00-2445	4,000.00
					INVOICE TOTAL:		10,000.00 *
					CHECK TOTAL:		10,000.00
523159	R0001842	GEOFFREY L. WOOD					
	20160845-BUILD		04/28/17	01	936 N CARLY BUILD PROGRAM	25-000-24-21-2445	680.00
				02	936 N CARLY BUILD PROGRAM	51-000-24-00-2445	5,320.00
				03	936 N CARLY 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: 05/08/17
TIME: 11:32:10
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 18

CHECK DATE: 05/08/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523170	R0001851	MARK & LISA AMATO					
	20160834-BUILD		05/04/17	01	1172 CODY CT BUILD PROGRAM	23-000-24-00-2445	680.00
				02	1172 CODY CT BUILD PROGRAM	51-000-24-00-2445	5,320.00
				03	1172 CODY CT BUILD PROGRAM	52-000-24-00-2445	4,000.00
					INVOICE TOTAL:		10,000.00 *
					CHECK TOTAL:		10,000.00
523171	R0001852	LARRY BROOKS II					
	20160716-BUILD		05/05/17	01	2246 LAVENDER BUILD PROGRAM	23-000-24-00-2445	300.00
				02	2246 LAVENDER BUILD PROGRAM	25-000-24-21-2445	380.00
				03	2246 LAVENDER BUILD PROGRAM	51-000-24-00-2445	5,320.00
				04	2246 LAVENDER 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
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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: 05/16/17
TIME: 07:49:42
ID: AP211001.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 17

INVOICES DUE ON/BEFORE 05/23/2017

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
524810	ACTION	ACTION GRAPHIX LTD					
	2531	04/27/17	01	2 BANNERS	79-795-56-00-5606		480.00
					INVOICE TOTAL:		480.00 *
	2536	04/28/17	01	2 SIGNS	79-795-56-00-5606		114.00
					INVOICE TOTAL:		114.00 *
					CHECK TOTAL:		594.00
524811	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC					
	0695419-IN	04/19/17	01	SPLICE KIT	15-155-56-00-5642		107.60
					INVOICE TOTAL:		107.60 *
					CHECK TOTAL:		107.60
524812	ARNESON	ARNESON OIL COMPANY					
	188214	04/19/17	01	DIESEL FUEL	01-410-56-00-5695		493.31
			02	DIESEL FUEL	51-510-56-00-5695		493.31
			03	DIESEL FUEL	52-520-56-00-5695		493.31
					INVOICE TOTAL:		1,479.93 *
					CHECK TOTAL:		1,479.93
524813	ATT	AT&T					
	6305536805-0417	04/25/17	01	04/25-05/24 SERVICE	51-510-54-00-5440		209.39
					INVOICE TOTAL:		209.39 *
					CHECK TOTAL:		209.39
524814	B&WCONTR	B&W CONTROL SYSTEM INTEGRATION					
	0192147	04/20/17	01	MAR - APR 2017 IT SUPPORT	01-640-54-00-5450		14,623.56
					INVOICE TOTAL:		14,623.56 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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01-410 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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524814	B&WCONTR	B&W CONTROL SYSTEM INTEGRATION					
	0192148	04/20/17	01	HP SCREEN, USB SERVER	01-640-54-00-5450		197.87
					INVOICE TOTAL:		197.87 *
					CHECK TOTAL:		14,821.43
D000499	BROWND	DAVID BROWN					
	040417	04/04/17	01	PESTICIDE LICENSE TRAINING	52-520-54-00-5415		59.27
			02	MILEAGE REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		59.27 *
	042517	04/25/17	01	CONFINED SPACE TRAINING	52-520-54-00-5415		86.68
			02	MILEAGE REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		86.68 *
					DIRECT DEPOSIT TOTAL:		145.95
524815	CALLONE	UNITED COMMUNICATION SYSTEMS					
	1010-7980-0000-0517	05/15/17	01	APR 2017 ADMIN LINES	01-110-54-00-5440		388.49
			02	APR 2017 CITY HALL NORTEL	01-110-54-00-5440		152.29
			03	APR 2017 CITY HALL NORTEL	01-210-54-00-5440		152.29
			04	APR 2017 CITY HALL NORTEL	51-510-54-00-5440		152.29
			05	APR 2017 POLICE LINES	01-210-54-00-5440		900.85
			06	APR 2017 CITY HALL FIRE	01-210-54-00-5440		165.08
			07	APR 2017 CITY HALL FIRE	01-110-54-00-5440		165.08
			08	APR 2017 PUBLIC WORKS LINES	51-510-54-00-5440		1,755.04
			09	APR 2017 TRAFFIC SIGNAL	01-410-54-00-5435		50.04
			10	MAINTENANCE	** COMMENT **		
			11	APR 2017 PARKS LINES	79-790-54-00-5440		53.21
			12	APR 2017RECREATION LINES	79-795-54-00-5440		187.68
					INVOICE TOTAL:		4,122.34 *
					CHECK TOTAL:		4,122.34

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

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INVOICES DUE ON/BEFORE 05/23/2017

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
524816	CARLSONJ 042617	JARED CARLSON 04/26/17	01	UMPIRE	79-795-54-00-5462		35.00
					INVOICE TOTAL:		35.00 *
					CHECK TOTAL:		35.00
524817	CARSTAR RO1314	CARSTAR 04/06/17	01	TAHOE REPAIRS DUE TO ACCIDENT	01-640-56-00-5625		3,676.81
			02	DEDUCTIBLE FOR TAHOE	01-210-54-00-5495		500.00
			03	REPAIRS DUE TO ACCIDENT	** COMMENT **		
					INVOICE TOTAL:		4,176.81 *
					CHECK TOTAL:		4,176.81
524818	COMED 0185079109-0417	COMMONWEALTH EDISON 05/01/17	01	03/30-05/01 420 FAIRHAVEN	52-520-54-00-5480		138.74
					INVOICE TOTAL:		138.74 *
					CHECK TOTAL:		138.74
524819	COMED 0435113116-0417	COMMONWEALTH EDISON 05/03/17	01	04/05-05/02 RT34 & BEECHER	15-155-54-00-5482		50.74
					INVOICE TOTAL:		50.74 *
					CHECK TOTAL:		50.74
524820	COMED 0663112230-0417	COMMONWEALTH EDISON 04/27/17	01	03/29-04/27 103 1/2 BEAVER	51-510-54-00-5480		183.26
					INVOICE TOTAL:		183.26 *
					CHECK TOTAL:		183.26

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
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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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INVOICES DUE ON/BEFORE 05/23/2017

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
524821	COMED	COMMONWEALTH EDISON					
	0903040077-0317	04/28/17	01	03/15-04/25 MISC STREET LIGHTS	15-155-54-00-5482		2,720.47
					INVOICE TOTAL:		2,720.47 *
					CHECK TOTAL:		2,720.47
524822	COMED	COMMONWEALTH EDISON					
	0908014004-0417	05/01/17	01	03/31-05/01 6780 RT47	51-510-54-00-5480		79.44
					INVOICE TOTAL:		79.44 *
					CHECK TOTAL:		79.44
524823	COMED	COMMONWEALTH EDISON					
	0966038077-0417	04/27/17	01	03/29-04/27 KENNEDY RD	15-155-54-00-5482		148.27
			02	03/29-04/27 KENNEDY RD	01-410-54-00-5482		7.90
					INVOICE TOTAL:		156.17 *
					CHECK TOTAL:		156.17
524824	COMED	COMMONWEALTH EDISON					
	1183088101-0417	04/26/17	01	03/28-04/26 PRARIE LIFT	52-520-54-00-5480		165.38
					INVOICE TOTAL:		165.38 *
	1407125045-0417	05/03/17	01	04/04-05/03 1299 CAROLYN CT	52-520-54-00-5480		86.16
					INVOICE TOTAL:		86.16 *
	1718099052-0417	04/26/17	01	03/28-04/26 872 PRAIRIE CR	52-520-54-00-5480		82.74
					INVOICE TOTAL:		82.74 *
	2019099044-0417	05/05/17	01	03/17-04/17 BRIDGE WELL	51-510-54-00-5480		44.10
					INVOICE TOTAL:		44.10 *
	2668047007-0417	04/26/17	01	03/28-04/26 1908 RANTREE RD	51-510-54-00-5480		119.81
					INVOICE TOTAL:		119.81 *
					CHECK TOTAL:		498.19

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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UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 17

INVOICES DUE ON/BEFORE 05/23/2017

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
524825	COMED	COMMONWEALTH EDISON					
	2947052031-0417	04/28/17	01	03/31-04/28 RT47 & RIVER	15-155-54-00-5482		285.34
					INVOICE TOTAL:		285.34 *
					CHECK TOTAL:		285.34
524826	COMED	COMMONWEALTH EDISON					
	2961017043-0417	04/27/17	01	03/29-04/27 PRESTWICK LIFT	52-520-54-00-5480		105.80
					INVOICE TOTAL:		105.80 *
	3119142025-0417	04/27/17	01	03/29-04/27 VAN EMMON LOT	01-410-54-00-5482		16.77
					INVOICE TOTAL:		16.77 *
	4085080033-0417	04/27/17	01	03/30-04/27 1991 CANNONBALL TR	51-510-54-00-5480		196.18
					INVOICE TOTAL:		196.18 *
	4449087016-0417	05/05/17	01	03/29-04/28 MISC LIFT STATIONS	52-520-54-00-5480		804.12
					INVOICE TOTAL:		804.12 *
	4475093053-0417	04/28/17	01	03/30-04/28 610 TOWER	51-510-54-00-5480		265.61
					INVOICE TOTAL:		265.61 *
					CHECK TOTAL:		1,388.48
524827	COMED	COMMONWEALTH EDISON					
	6819027011-0417	05/04/17	01	03/31-04/28 PR BUILDINGS	79-795-54-00-5480		301.84
					INVOICE TOTAL:		301.84 *
					CHECK TOTAL:		301.84
524828	COMED	COMMONWEALTH EDISON					
	7982120022-0417	04/28/17	01	03/30-04/28 609 N BRIDGE	01-110-54-00-5480		20.46
					INVOICE TOTAL:		20.46 *
					CHECK TOTAL:		20.46

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 17

INVOICES DUE ON/BEFORE 05/23/2017

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
524829	CONSTELL	CONSTELLATION NEW ENERGY					
	0039266377	05/02/17	01	03/29-04/26 2224 TREMONT	51-510-54-00-5480		4,226.92
					INVOICE TOTAL:		4,226.92 *
	0039281112	05/03/17	01	03/29-04/30 2921 BRISTOL RIDGE	51-510-54-00-5480		4,020.11
					INVOICE TOTAL:		4,020.11 *
					CHECK TOTAL:		8,247.03
524830	COXLAND	COX LANDSCAPING LLC					
	746	05/05/17	01	04/14, 04/21, 04/24 GROUNDS	11-111-54-00-5495		285.66
			02	CARE	** COMMENT **		
					INVOICE TOTAL:		285.66 *
	777	05/05/17	01	04/14, 04/21, 04/24 GROUNDS	12-112-54-00-5495		270.00
			02	CARE	** COMMENT **		
					INVOICE TOTAL:		270.00 *
					CHECK TOTAL:		555.66
524831	DORNER	DORNER COMPANY					
	137901-IN	04/28/17	01	REBUILD KIT CLA-VAL 1" MODEL	51-510-56-00-5638		192.89
					INVOICE TOTAL:		192.89 *
					CHECK TOTAL:		192.89
524832	DUTEK	THOMAS & JULIE FLETCHER					
	1001648	04/05/17	01	HOSE ASSEMBLY, RESTRICTOR	01-410-56-00-5628		29.50
					INVOICE TOTAL:		29.50 *
					CHECK TOTAL:		29.50
524833	ERICKSON	ERICKSON CONSTRUCTION					

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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524833	ERICKSON	ERICKSON CONSTRUCTION					
	050117	05/01/17	01	APR 2017 INSPECTIONS	01-220-54-00-5459		70.00
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		70.00
524834	FIRST	FIRST PLACE RENTAL					
	282282-1	04/28/17	01	MARKING PAINT	51-510-56-00-5665		2,002.32
					INVOICE TOTAL:		2,002.32 *
					CHECK TOTAL:		2,002.32
524835	GROUND	GROUND EFFECTS INC.					
	358810	04/19/17	01	DIRT	01-410-56-00-5640		275.40
					INVOICE TOTAL:		275.40 *
	358823	04/20/17	01	GRASS SEED	01-410-56-00-5640		108.68
					INVOICE TOTAL:		108.68 *
	359626	04/26/17	01	DIRT, SOD, FERT-STARTER	79-790-56-00-5620		204.03
					INVOICE TOTAL:		204.03 *
	359662	04/26/17	01	FABRIC PINS	79-790-56-00-5620		30.10
					INVOICE TOTAL:		30.10 *
					CHECK TOTAL:		618.21
524836	HDSUPPLY	HD SUPPLY WATERWORKS, LTD.					
	H102778	04/26/17	01	25 METER COUPLINGS	51-510-56-00-5664		400.25
					INVOICE TOTAL:		400.25 *
	H110084	04/27/17	01	WIRE	51-510-56-00-5664		86.86
					INVOICE TOTAL:		86.86 *
					CHECK TOTAL:		487.11

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

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D000500	HENNED	DURK HENNE					
	042517	04/25/17	01	CONFINED SPACE TRAINING	01-410-54-00-5415		86.68
			02	MILEAGE REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		86.68 *
					DIRECT DEPOSIT TOTAL:		86.68
524837	ILLCO	ILLCO, INC.					
	1317267	04/28/17	01	BEECHER DRINKING FOUNTAIN	23-216-56-00-5656		491.50
			02	COOLER	** COMMENT **		
					INVOICE TOTAL:		491.50 *
					CHECK TOTAL:		491.50
524838	INFRASOL	INFRASTRUCTURE SOLUTIONS, INC.					
	YRK-170403	04/03/17	01	TELEVISED STORM SEWER	01-410-54-00-5462		250.00
					INVOICE TOTAL:		250.00 *
					CHECK TOTAL:		250.00
524839	INGEMUNS	INGEMUNSON LAW OFFICES LTD					
	4196	05/01/17	01	4/17 ADMIN HEARING	01-210-54-00-5467		150.00
					INVOICE TOTAL:		150.00 *
					CHECK TOTAL:		150.00
524840	INTERDEV	INTERDEV, LLC					
	MSP-1011549	04/30/17	01	INTERDEV TIER II ENGINEER APR	01-640-54-00-5450		1,076.40
			02	BILLING	** COMMENT **		
					INVOICE TOTAL:		1,076.40 *
					CHECK TOTAL:		1,076.40

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01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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524841	JULIE 033117	JULIE, INC. 03/31/17	01 02	01/01-03/31 ANNUAL ASSESSMENT ACTIVITY	51-510-54-00-5483 ** COMMENT **		3,218.91 INVOICE TOTAL: 3,218.91 * CHECK TOTAL: 3,218.91
524842	JUSTSAFE 28329	JUST SAFETY, LTD 03/30/17	01	FIRST AID SUPPLIES	79-790-56-00-5620		205.40 INVOICE TOTAL: 205.40 * CHECK TOTAL: 205.40
524843	KENDCROS AMU REBATE-APR 2017	KENDALL CROSSING, LLC 05/15/17	01 02	NCG APR 2017 AMUSEMENT TAX REBATE	01-640-54-00-5439 ** COMMENT **		3,478.14 INVOICE TOTAL: 3,478.14 * CHECK TOTAL: 3,478.14
524844	KENDTREA 17-12	KENDALL COUNTY 04/17/17	01	1ST BI-ANNUAL CONTRIBUTION	01-640-54-00-5473		11,775.00 INVOICE TOTAL: 11,775.00 * CHECK TOTAL: 11,775.00
524845	LAWLESSM 042917	MATTHEW J. LAWLESS 04/29/17	01	UMPIRE	79-795-54-00-5462		70.00 INVOICE TOTAL: 70.00 * CHECK TOTAL: 70.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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524846	MENLAND	MENARDS - YORKVILLE					
	76905	04/18/17	01	CORNER BRACE	79-790-56-00-5620		1.95
					INVOICE TOTAL:		1.95 *
	77018	04/19/17	01	ALUM FLAT	79-790-56-00-5640		14.99
					INVOICE TOTAL:		14.99 *
	77107	04/20/17	01	TRION AIRBEAR	79-790-56-00-5620		37.99
					INVOICE TOTAL:		37.99 *
	77692	04/26/17	01	RECI BLADE, BLADESET	79-790-56-00-5620		18.96
					INVOICE TOTAL:		18.96 *
	77702	04/26/17	01	BATTERIES	79-795-56-00-5610		20.39
			02	GARBAGE BAGS, BUNGEEES, TOTES	79-795-56-00-5606		55.27
			03	PAINT, ROLLERS, STEP STOOLS	79-795-56-00-5607		130.96
					INVOICE TOTAL:		206.62 *
	77768	04/27/17	01	DECK COMBO	51-510-56-00-5620		6.71
					INVOICE TOTAL:		6.71 *
					CHECK TOTAL:		287.22
524847	MENLAND	MENARDS - YORKVILLE					
	77776	04/27/17	01	AIR COMPRESSOR, DOGEAR PICKET,	79-790-56-00-5620		1,228.46
			02	BOARDS, DRILL BITS, SCREWS,	** COMMENT **		
			03	CASTERS, DECK LOBES, HINGES	** COMMENT **		
					INVOICE TOTAL:		1,228.46 *
					CHECK TOTAL:		1,228.46
524848	MENLAND	MENARDS - YORKVILLE					
	77779	04/27/17	01	SAND CLOTH, SCREWS	23-216-56-00-5656		7.58
					INVOICE TOTAL:		7.58 *
					CHECK TOTAL:		7.58

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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524849	MENLAND	MENARDS - YORKVILLE					
	77867	04/28/17	01	SHELF, P-HANDLE	79-795-56-00-5606		74.98
					INVOICE TOTAL:		74.98 *
					CHECK TOTAL:		74.98
524850	MENLAND	MENARDS - YORKVILLE					
	77869	04/28/17	01	SHOVEL	52-520-56-00-5630		19.56
					INVOICE TOTAL:		19.56 *
	77888-16	04/28/17	01	WIRELESS PLUGIN	79-795-56-00-5606		13.99
					INVOICE TOTAL:		13.99 *
	77930	04/28/17	01	WIRELESS PLUGIN REPLACEMENT	79-795-56-00-5606		2.66
					INVOICE TOTAL:		2.66 *
					CHECK TOTAL:		36.21
524851	MILES	MILES CHEVROLET					
	041117	04/11/17	01	3 NEW SQUAD CARS	25-205-60-00-6070		65,991.00
					INVOICE TOTAL:		65,991.00 *
					CHECK TOTAL:		65,991.00
524852	NANCO	NANCO SALES COMPANY, INC.					
	9071	04/26/17	01	PAPER TOWEL, TISSUE	79-795-56-00-5607		385.84
					INVOICE TOTAL:		385.84 *
					CHECK TOTAL:		385.84
524853	NARVICK	NARVICK BROS. LUMBER CO, INC					
	54012	03/27/17	01	CONCRETE FOR PED XING SIGN	01-410-56-00-5640		522.00

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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524853	NARVICK	NARVICK BROS. LUMBER CO, INC					
	54012	03/27/17	02	BASE	** COMMENT **		
					INVOICE TOTAL:		522.00 *
	54197	04/17/17	01	CONCRETE FOR CURB @ TOWN	01-410-56-00-5640		411.00
			02	SQUARE STORM SEWER	** COMMENT **		
					INVOICE TOTAL:		411.00 *
	54198	04/17/17	01	CONCRETE FOR CURB @ TOWN	01-410-56-00-5640		-60.00
			02	SQUARE STORM SEWER CREDIT	** COMMENT **		
					INVOICE TOTAL:		-60.00 *
	54246	04/20/17	01	CONCRETE FOR CURB @ TOWN	01-410-56-00-5640		518.00
			02	SQUARE STORM SEWER	** COMMENT **		
					INVOICE TOTAL:		518.00 *
					CHECK TOTAL:		1,391.00
524854	NICOR	NICOR GAS					
	00-41-22-8748 4-0417	05/03/17	01	04/03-05/03 1107 PRAIRIE LN	01-110-54-00-5480		35.98
					INVOICE TOTAL:		35.98 *
	12-43-53-5625 3-0417	05/04/17	01	04/04-05/04 609 N BRIDGE	01-110-54-00-5480		59.95
					INVOICE TOTAL:		59.95 *
	15-41-50-1000 6-0417	05/05/17	01	03/31-05/03 804 GAME FARM	01-110-54-00-5480		211.69
					INVOICE TOTAL:		211.69 *
	15-64-61-3532 5-0417	05/04/17	01	04/04-05/04 1991 CANNONBALL TR	01-110-54-00-5480		29.41
					INVOICE TOTAL:		29.41 *
	20-52-56-2042 1-0417	05/01/17	01	03/30-05/01 420 FAIRHAVEN	01-110-54-00-5480		84.67
					INVOICE TOTAL:		84.67 *
	23-45-91-4862 5-0417	05/04/17	01	04/04-05/04 101 BRUELL ST	01-110-54-00-5480		90.33
					INVOICE TOTAL:		90.33 *

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524854	NICOR	NICOR GAS					
	61-60-41-1000	9-0417	05/05/17	01 04/04-05/04 610 TOWER LN	01-110-54-00-5480		237.47
					INVOICE TOTAL:		237.47 *
	83-80-00-1000	7-0417	05/05/17	01 04/04-05/04 610 TOWER UNIT B	01-110-54-00-5480		97.18
					INVOICE TOTAL:		97.18 *
	91-85-68-4012	8-0417	05/05/17	01 04/03-05/03 902 GAME FARM RD	82-820-54-00-5480		640.30
					INVOICE TOTAL:		640.30 *
					CHECK TOTAL:		1,486.98
D000501	ORRK	KATHLEEN FIELD ORR & ASSOC.					
	15265-A	05/04/17	01	HOOVER MATTERS	01-640-54-00-5456		341.25
			02	MISC CITY LEGAL MATTERS	01-640-54-00-5456		6,734.00
			03	DOWNTOWN TIF LEGAL MATTERS	88-880-54-00-5466		1,784.25
			04	COUNTRYSIDE LEGAL MATTERS	87-870-54-00-5462		760.50
			05	KENDALL MARKETPLACE MATTERS	01-640-54-00-5456		146.25
			06	MEETINGS	01-640-54-00-5456		1,000.00
			07	RAINTREE L;EGAL MATTERS	01-640-54-00-5456		78.00
					INVOICE TOTAL:		10,844.25 *
					DIRECT DEPOSIT TOTAL:		10,844.25
524855	OSWEGO	VILLAGE OF OSWEGO					
	20170075	05/02/17	01	3/27-4/14 REIMBURSEMENT FOR	01-640-54-00-5418		3,359.16
			02	SHARED SERVICES-CALLAHAN	** COMMENT **		
					INVOICE TOTAL:		3,359.16 *
					CHECK TOTAL:		3,359.16
524856	PEPSI	PEPSI-COLA GENERAL BOTTLE					
	97437007	04/28/17	01	BRIDGE CONCESSION DRINKS	79-795-56-00-5607		423.58
					INVOICE TOTAL:		423.58 *
					CHECK TOTAL:		423.58

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524857	RAINOUT	RAINOUT LINE					
	042617	04/26/17	01	ANNUAL SUBSCRIPTION	79-795-56-00-5606		399.00
					INVOICE TOTAL:		399.00 *
					CHECK TOTAL:		399.00
524858	REINDERS	REINDERS, INC.					
	1681598-00	04/25/17	01	SWITCH	79-790-56-00-5640		36.32
					INVOICE TOTAL:		36.32 *
	1681598-01	04/26/17	01	CLUTCH	79-790-56-00-5640		589.02
					INVOICE TOTAL:		589.02 *
	1682003-00	04/26/17	01	BELTS, WASHERS, BEARINGS, DECK	79-790-56-00-5640		245.30
			02	IDLE ARM, BUSHING	** COMMENT **		
					INVOICE TOTAL:		245.30 *
	1682150-00	04/27/17	01	V BELT	79-790-56-00-5640		50.63
					INVOICE TOTAL:		50.63 *
	1682150-01	04/28/17	01	DECK SPRING IDLER	79-790-56-00-5640		14.91
					INVOICE TOTAL:		14.91 *
					CHECK TOTAL:		936.18
524859	SAFESUPP	EMERGENT SAFETY SUPPLY					
	1902626731	04/27/17	01	FLASH FIRE ECLIPSE	01-410-56-00-5620		834.39
			02	FLASH FIRE ECLIPSE	51-510-56-00-5620		834.39
			03	FLASH FIRE ECLIPSE	52-520-56-00-5620		834.41
					INVOICE TOTAL:		2,503.19 *
					CHECK TOTAL:		2,503.19
524860	SCODROP	PETER SCODRO					

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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524860	SCODROP	PETER SCODRO					
	042517	04/25/17	01	CONFINED SPACE TRAINING	51-510-54-00-5415		86.68
			02	MILEAGE REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		86.68 *
					CHECK TOTAL:		86.68
524861	SERVICE	SERVICE PRINTING CORPORATION					
	27229	04/28/17	01	PRINTING OF SUMMER CATALOGS	79-795-54-00-5426		12,402.72
					INVOICE TOTAL:		12,402.72 *
					CHECK TOTAL:		12,402.72
D000502	SOELKET	TOM SOELKE					
	042517	04/25/17	01	CONFINED SPACE TRAINING	52-520-54-00-5415		86.68
			02	MILEAGE REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		86.68 *
					DIRECT DEPOSIT TOTAL:		86.68
524862	SPEEDWAY	SPEEDWAY					
	1001542438-0517	05/01/17	01	APR 2017 GASOLINE	79-790-56-00-5695		1,098.21
			02	APR 2017 GASOLINE	79-795-56-00-5695		107.11
			03	APR 2017 GASOLINE	01-210-56-00-5695		3,608.94
			04	APR 2017 GASOLINE	51-510-56-00-5695		573.92
			05	APR 2017 GASOLINE	52-520-56-00-5695		573.91
			06	APR 2017 GASOLINE	01-410-56-00-5695		573.91
			07	APR 2017 GASOLINE	01-220-56-00-5695		203.73
					INVOICE TOTAL:		6,739.73 *
					CHECK TOTAL:		6,739.73
524863	SPRTFLD	SPORTSFIELDS, 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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524863	SPRTFLD	SPORTSFIELDS, INC.					
	217266	04/28/17	01	BULK DURAPLAY	79-790-56-00-5640		5,671.75
					INVOICE TOTAL:		5,671.75 *
	217278	04/29/17	01	BASEBALL INFIELD MIX FOR MISC	79-790-56-00-5640		4,670.33
			02	TOWN LOCATIONS	** COMMENT **		
					INVOICE TOTAL:		4,670.33 *
					CHECK TOTAL:		10,342.08
524864	STEVENS	STEVEN'S SILKSCREENING					
	12141	04/28/17	01	12 PRESCHOOL SHIRTS	79-795-56-00-5606		355.50
					INVOICE TOTAL:		355.50 *
					CHECK TOTAL:		355.50
524865	SUBURLAB	SUBURBAN LABORATORIES INC.					
	144266	04/29/17	01	ROUTINE COLIFORM	51-510-56-00-5638		671.00
					INVOICE TOTAL:		671.00 *
					CHECK TOTAL:		671.00
524866	VERIZON	VERIZON WIRELESS					
	9784923212	05/01/17	01	APR 2017 MOBILE PHONES	01-220-54-00-5440		275.00
			02	APR 2017 MOBILE PHONES	01-210-54-00-5440		476.70
			03	APR 2017 MOBILE PHONES	79-795-54-00-5440		72.98
			04	APR 2017 MOBILE PHONES	51-510-54-00-5440		332.79
			05	APR 2017 MOBILE PHONES	01-410-54-00-5440		71.53
			06	APR 2017 MOBILE PHONES	52-520-54-00-5440		50.17
					INVOICE TOTAL:		1,279.17 *
					CHECK TOTAL:		1,279.17

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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524867	VISUSEWE	VISU-SEWER OF ILLINOIS, LLC					
	7473	05/10/16	01	GAME FARM RD STORM LINING	23-230-60-00-6073		6,800.00
					INVOICE TOTAL:		6,800.00 *
					CHECK TOTAL:		6,800.00
524868	WEINERTA	ANDREA WEINERT					
	042717-COE	05/03/17	01	04/27/17 COE MILEAGE	01-220-54-00-5415		14.45
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		14.45 *
					CHECK TOTAL:		14.45
524869	WELDSTAR	WELDSTAR					
	00067713	04/30/17	01	SERVICE CHARGE FOR PREVIOUS	01-410-54-00-5485		1.50
			02	INVOICE	** COMMENT **		
					INVOICE TOTAL:		1.50 *
	01587756	04/24/17	01	IND. GAS STEEL CYLINDER	01-410-54-00-5485		7.75
					INVOICE TOTAL:		7.75 *
					CHECK TOTAL:		9.25
524870	WTRPRD	WATER PRODUCTS, INC.					
	0272844	05/10/17	01	UPPER FLANGE	51-510-56-00-5640		231.53
					INVOICE TOTAL:		231.53 *
					CHECK TOTAL:		231.53
524871	YBSD	YORKVILLE BRISTOL					
	0551-013472563	05/03/17	01	APR 2017 TRANSPORT & TIPPING	51-510-54-00-5445		7,895.36
					INVOICE TOTAL:		7,895.36 *
					CHECK TOTAL:		7,895.36

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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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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524872	YORKPRPC	YORKVILLE PARK & REC					
	043017	04/30/17	01	ICE FOR CONCESSIONS	79-795-56-00-5606		45.00
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
524873	YOUNGM	MARLYS J. YOUNG					
	040617	04/29/17	01	4/6/17 PUBLIC SAFETY MEETING	01-110-54-00-5462		53.00
			02	MINUTES	** COMMENT **		
					INVOICE TOTAL:		53.00 *
	041817	05/06/17	01	4/18/17 PW MEETING MINUTES	01-110-54-00-5462		65.00
					INVOICE TOTAL:		65.00 *
	041917	05/07/17	01	4/19/17 ADMIN MEETING MINUTES	01-110-54-00-5462		37.88
					INVOICE TOTAL:		37.88 *
					CHECK TOTAL:		155.88
TOTAL CHECKS PAID:							189,826.43
TOTAL DIRECT DEPOSITS PAID:							11,163.56
TOTAL AMOUNT PAID:							200,989.99

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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524875	215HILLC	215 HILLCREST LLC					
	JUN 2017	05/09/17	01	JUNE 2017 SPECIAL CENSUS	01-640-54-00-5478		600.00
			02	RENTAL SPACE	** COMMENT **		
					INVOICE TOTAL:		600.00 *
					CHECK TOTAL:		600.00
524876	BCBS	BLUE CROSS BLUE SHIELD					
	050817	05/08/17	01	JUNE 2017 HEALTH INS	01-110-52-00-5216		5,859.01
			02	JUNE 2017 HEALTH INS	01-120-52-00-5216		6,084.93
			03	JUNE 2017 HEALTH INS	01-210-52-00-5216		49,665.32
			04	JUNE 2017 HEALTH INS	01-220-52-00-5216		5,325.68
			05	JUNE 2017 HEALTH INS	01-410-52-00-5216		10,261.20
			06	JUNE 2017 HEALTH INS	01-640-52-00-5240		6,812.54
			07	JUNE 2017 HEALTH INS	79-790-52-00-5216		13,382.44
			08	JUNE 2017 HEALTH INS	79-795-52-00-5216		7,804.02
			09	JUNE 2017 HEALTH INS	51-510-52-00-5216		11,129.29
			10	JUNE 2017 HEALTH INS	52-520-52-00-5216		4,032.08
			11	JUNE 2017 HEALTH INS	82-820-52-00-5216		6,061.56
					INVOICE TOTAL:		126,418.07 *
					CHECK TOTAL:		126,418.07
524877	BENJAMIM	MATT BENJAMIN					
	050217	05/02/17	01	UMPIRE	79-795-54-00-5462		54.00
					INVOICE TOTAL:		54.00 *
	050417	05/04/17	01	UMPIRE	79-795-54-00-5462		54.00
					INVOICE TOTAL:		54.00 *
	050917	05/09/17	01	UMPIRE	79-795-54-00-5462		54.00
					INVOICE TOTAL:		54.00 *
					CHECK TOTAL:		162.00

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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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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524878	BEYERD	DWAYNE F BEYER					
	050217	05/02/17	01	UMPIRE	79-795-54-00-5462		54.00
					INVOICE TOTAL:		54.00 *
	050417	05/04/17	01	UMPIRE	79-795-54-00-5462		54.00
					INVOICE TOTAL:		54.00 *
	050917	05/09/17	01	UMPIRE	79-795-54-00-5462		54.00
					INVOICE TOTAL:		54.00 *
					CHECK TOTAL:		162.00
524879	BKFD	BRISTOL KENDALL FIRE DEPART.					
	022817-DEV	05/09/17	01	FEB-APR 2017 DEVELOPMENT FEES	95-000-24-00-2452		19,600.00
					INVOICE TOTAL:		19,600.00 *
					CHECK TOTAL:		19,600.00
524880	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	38701	05/01/17	01	PAPER TOWEL, TISSUE	52-520-56-00-5620		120.01
					INVOICE TOTAL:		120.01 *
					CHECK TOTAL:		120.01
524881	CLARKE	CLARK ENVIRONMENTAL					
	011317	01/13/17	01	MOSQUITO SPRAYING	01-410-54-00-5455		7,141.94
					INVOICE TOTAL:		7,141.94 *
					CHECK TOTAL:		7,141.94
524882	COMEDNBD	COMED NEW BUSINESS DEPT.					
	051017	05/10/17	01	APP FEE FOR SANITARY SEWER	52-520-54-00-5462		1,500.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
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524882	COMEDNBD	COMED NEW BUSINESS DEPT.					
	051017	05/10/17	02	SERVICE EASEMENT	** COMMENT **		
					INVOICE TOTAL:		1,500.00 *
					CHECK TOTAL:		1,500.00
524883	DEARNATI	DEARBORN NATIONAL					
	050917	05/09/17	01	JUNE 2017 LIFE INS	01-110-52-00-5222		80.32
			02	JUNE 2017 LIFE INS	01-110-52-00-5236		9.28
			03	JUNE 2017 LIFE INS	01-120-52-00-5222		27.84
			04	JUNE 2017 LIFE INS	01-210-52-00-5222		579.00
			05	JUNE 2017 LIFE INS	01-220-52-00-5222		34.66
			06	JUNE 2017 LIFE INS	01-410-52-00-5222		135.90
			07	JUNE 2017 LIFE INS	79-790-52-00-5222		78.17
			08	JUNE 2017 LIFE INS	79-795-52-00-5222		74.12
			09	JUNE 2017 LIFE INS	51-510-52-00-5222		79.29
			10	JUNE 2017 LIFE INS	52-520-52-00-5222		74.13
			11	JUNE 2017 LIFE INS	82-820-52-00-5222		33.60
					INVOICE TOTAL:		1,206.31 *
	050917-V	05/09/17	01	JUNE 2017 VISION INS	01-110-52-00-5224		58.67
			02	JUNE 2017 VISION INS	01-120-52-00-5224		58.95
			03	JUNE 2017 VISION INS	01-210-52-00-5224		530.78
			04	JUNE 2017 VISION INS	01-220-52-00-5224		52.66
			05	JUNE 2017 VISION INS	01-410-52-00-5224		95.75
			06	JUNE 2017 VISION INS	01-640-52-00-5242		70.13
			07	JUNE 2017 VISION INS	79-790-52-00-5224		101.92
			08	JUNE 2017 VISION INS	79-795-52-00-5224		75.17
			09	JUNE 2017 VISION INS	51-510-52-00-5224		101.48
			10	JUNE 2017 VISION INS	52-520-52-00-5224		49.48
			11	JUNE 2017 VISION INS	82-820-52-00-5224		58.40
					INVOICE TOTAL:		1,253.39 *
					CHECK TOTAL:		2,459.70

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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524884	FLATSOS	RAQUEL HERRERA					
	4539	05/01/17	01	TUBE	79-790-54-00-5495		25.00
					INVOICE TOTAL:		25.00 *
					CHECK TOTAL:		25.00
524885	FORTN	NEVARRO FORT					
	050417	05/04/17	01	UMPIRE	79-795-54-00-5462		54.00
					INVOICE TOTAL:		54.00 *
					CHECK TOTAL:		54.00
524886	GROUND	GROUND EFFECTS INC.					
	360744	05/09/17	01	QWIK SOD	79-790-56-00-5640		115.43
					INVOICE TOTAL:		115.43 *
					CHECK TOTAL:		115.43
524887	IDABWM	ILLINOIS DEPT. OF AGRICULTURE					
	050317	05/03/17	01	SPRAY LICENSE RENEWALS FOR 7	79-790-54-00-5412		110.00
					INVOICE TOTAL:		110.00 *
					CHECK TOTAL:		110.00
524888	ILLIQUOR	ILLINOIS LIQUOR CONTROL					
	050417	05/04/17	01	2017 PD BASSETT LICENSE	01-210-54-00-5462		350.00
					INVOICE TOTAL:		350.00 *
					CHECK TOTAL:		350.00
524889	IMPERINV	IMPERIAL INVESTMENTS					

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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524889	IMPERINV	IMPERIAL INVESTMENTS					
	MAR 2017 REBATE	05/09/17	01	MAR 2017 BUSINESS DIST REBATE	01-000-24-00-2488		1,503.29
					INVOICE TOTAL:		1,503.29 *
					CHECK TOTAL:		1,503.29
524890	INFOR	INFOR PUBLIC SECTOR, INC					
	P-4255-US06A	05/04/17	01	MOBILE WITH MAPPING FOR	01-210-56-00-5635		2,831.84
			02	SQUADS	** COMMENT **		
					INVOICE TOTAL:		2,831.84 *
					CHECK TOTAL:		2,831.84
524891	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE					
	APR 2017 KENDALL	05/08/17	01	KENDALL CO FTA BOND FEE	01-000-24-00-2412		140.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		140.00 *
	APR 2017-DEKALB	05/08/17	01	DEKALB CO FTA BOND FEE	01-000-24-00-2412		70.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		210.00
524892	KENDCROS	KENDALL CROSSING, LLC					
	BD REBATE 03/17	05/09/17	01	MAR 2017 BUSINESS DIST REBATE	01-000-24-00-2487		715.45
					INVOICE TOTAL:		715.45 *
					CHECK TOTAL:		715.45
524893	MENLAND	MENARDS - YORKVILLE					
	78143	05/01/17	01	CEMENT PATCH	79-790-56-00-5640		6.49
					INVOICE TOTAL:		6.49 *

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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524893	MENLAND	MENARDS - YORKVILLE					
	78158	05/01/17	01	ANT SHIELD	79-790-56-00-5620		2.88
					INVOICE TOTAL:		2.88 *
					CHECK TOTAL:		9.37
524894	MENLAND	MENARDS - YORKVILLE					
	78188	05/01/17	01	NIPPLES, PVC SPA HOSE, ELBOWS,	79-790-56-00-5640		117.36
			02	ADAPTERS, TEFLON TAPE, REDUCER	** COMMENT **		
					INVOICE TOTAL:		117.36 *
					CHECK TOTAL:		117.36
524895	MENLAND	MENARDS - YORKVILLE					
	78195	05/01/17	01	CAR JACK	01-210-56-00-5620		99.99
					INVOICE TOTAL:		99.99 *
	78324	05/03/17	01	TEFLON TAPE, NIPPLES, PVC BALL	79-790-56-00-5640		25.45
			02	VALVE	** COMMENT **		
					INVOICE TOTAL:		25.45 *
	78333	05/03/17	01	RETURNED MERCHANDISE CREDIT	79-790-56-00-5640		-22.17
					INVOICE TOTAL:		-22.17 *
	78350	05/03/17	01	CONCRETE MIX	79-790-56-00-5620		122.64
					INVOICE TOTAL:		122.64 *
	78354-17	05/03/17	01	SPRING SNAPS	79-790-56-00-5640		12.41
					INVOICE TOTAL:		12.41 *
	78417	05/04/17	01	BOLTS, NUTS, WASHERS	79-790-56-00-5640		15.05
					INVOICE TOTAL:		15.05 *
	78428	05/04/17	01	POST HOLE DIGGER	79-790-56-00-5630		29.98
					INVOICE TOTAL:		29.98 *

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: 05/16/17
TIME: 08:12:22
ID: AP211001.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 18

INVOICES DUE ON/BEFORE 05/23/2017

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
524895	MENLAND	MENARDS - YORKVILLE					
	78559	05/05/17	01	WORK GLOVES, SPRAYER, FLEX	79-790-56-00-5620		30.72
			02	TAPE	** COMMENT **		
					INVOICE TOTAL:		30.72 *
					CHECK TOTAL:		314.07
524896	MIDAMTEC	MID AMERICAN TECHNOLOGY, INC					
	11901	05/02/17	01	TRANSMITTER, BATTERY	51-510-60-00-6060		2,325.00
					INVOICE TOTAL:		2,325.00 *
					CHECK TOTAL:		2,325.00
524897	MINER	MINER ELECTRONICS CORPORATION					
	263105	05/07/17	01	OUTFIT NEW 2017 IMPALA SQUAD	25-205-60-00-6070		8,804.88
					INVOICE TOTAL:		8,804.88 *
	263106	05/07/17	01	OUTFIT NEW 2017 IMPALA SQUAD	25-205-60-00-6070		8,804.88
					INVOICE TOTAL:		8,804.88 *
	263107	05/07/17	01	OUTFIT NEW 2017 IMPALA SQUAD	25-205-60-00-6070		8,804.88
					INVOICE TOTAL:		8,804.88 *
					CHECK TOTAL:		26,414.64
524898	NIUGRANT	NORTHERN ILLINOIS UNIVERSITY					
	527	05/02/17	01	MAY 2017 MANAGEMENT INTERN	01-110-54-00-5462		1,560.00
					INVOICE TOTAL:		1,560.00 *
					CHECK TOTAL:		1,560.00
D000503	ORRK	KATHLEEN FIELD ORR & ASSOC.					

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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01-410 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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UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 05/23/2017

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D000503	ORRK	KATHLEEN FIELD ORR & ASSOC.					
	15265-B	05/04/17	01	GC HOUSING LEGAL MATTERS	90-089-89-00-0011		286.00
					INVOICE TOTAL:		286.00 *
					DIRECT DEPOSIT TOTAL:		286.00
524899	PHILLIPS	SUE PHILLIPS					
	050417	05/04/17	01	UMPIRE	79-795-54-00-5462		72.00
					INVOICE TOTAL:		72.00 *
					CHECK TOTAL:		72.00
524900	PIAZZA	AMY SIMMONS					
	051117	05/11/17	01	IDOR WORKSHOP TRAVEL	01-120-54-00-5415		58.05
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		58.05 *
					CHECK TOTAL:		58.05
524901	R0001853	DIANA GARCIA					
	050617	05/06/17	01	BEECHER DEPOSIT REFUND	01-000-24-00-2410		50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
524902	RIETZR	ROBERT L. RIETZ JR.					
	050417	05/04/17	01	UMPIRE	79-795-54-00-5462		81.00
					INVOICE TOTAL:		81.00 *
					CHECK TOTAL:		81.00
524903	RIS	RECORD INFORMATION SYSTEMS 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
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UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 18

INVOICES DUE ON/BEFORE 05/23/2017

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
524903	RIS	RECORD INFORMATION SYSTEMS INC					
	43015	05/02/17	01	ANNUAL KENDALL COUNTY	01-220-54-00-5460		575.00
			02	DATABASE ACCESS	** COMMENT **		
					INVOICE TOTAL:		575.00 *
					CHECK TOTAL:		575.00
524904	SAFESUPP	EMERGENT SAFETY SUPPLY					
	1902627394	05/05/17	01	SAFETY GOWNS	52-520-56-00-5600		38.78
					INVOICE TOTAL:		38.78 *
	1902627544	05/09/17	01	ICON OVRL	52-520-56-00-5600		60.36
					INVOICE TOTAL:		60.36 *
					CHECK TOTAL:		99.14
524905	SECSTATE	SECRETARY OF STATE					
	051117-NELSON	05/11/17	01	NOTARY - NELSON	01-210-54-00-5462		10.00
					INVOICE TOTAL:		10.00 *
					CHECK TOTAL:		10.00
524906	STEVENS	STEVEN'S SILKSCREENING					
	12140	04/28/17	01	225 PEPPE RUNI T-SHIRTS	79-795-56-00-5606		2,138.75
					INVOICE TOTAL:		2,138.75 *
					CHECK TOTAL:		2,138.75
524907	SUNLIFE	SUN LIFE FINANCIAL					
	042817	04/28/17	01	MAY 2017 DENTAL INS	01-110-52-00-5223		423.28
			02	MAY 2017 DENTAL INS	01-110-52-00-5237		85.26

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 18

INVOICES DUE ON/BEFORE 05/23/2017

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
524907	SUNLIFE	SUN LIFE FINANCIAL					
	042817	04/28/17	03	MAY 2017 DENTAL INS	01-120-52-00-5223		443.25
			04	MAY 2017 DENTAL INS	01-210-52-00-5223		3,928.89
			05	MAY 2017 DENTAL INS	01-220-52-00-5223		380.54
			06	MAY 2017 DENTAL INS	01-410-52-00-5223		711.26
			07	MAY 2017 DENTAL INS	01-640-52-00-5241		468.82
			08	MAY 2017 DENTAL INS	79-790-52-00-5223		749.67
			09	MAY 2017 DENTAL INS	79-795-52-00-5223		539.68
			10	MAY 2017 DENTAL INS	51-510-52-00-5223		734.03
			11	MAY 2017 DENTAL INS	52-520-52-00-5223		353.27
			12	MAY 2017 DENTAL INS	82-820-52-00-5223		403.53
				INVOICE TOTAL:			9,221.48 *
				CHECK TOTAL:			9,221.48
524908	TRCONTPR	TRAFFIC CONTROL & PROTECTION					
	89598	05/03/17	01	STREET SIGNS	15-155-56-00-5619		422.45
				INVOICE TOTAL:			422.45 *
				CHECK TOTAL:			422.45
524909	UPS5361	DDEDC #3, INC					
	050417	05/04/17	01	1 PKG TO KFO	01-110-54-00-5452		34.36
				INVOICE TOTAL:			34.36 *
				CHECK TOTAL:			34.36
524910	VANGAMPB	BRET VANGAMPLER					
	050417	05/04/17	01	UMPIRE	79-795-54-00-5462		72.00
				INVOICE TOTAL:			72.00 *
				CHECK TOTAL:			72.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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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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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UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 18

INVOICES DUE ON/BEFORE 05/23/2017

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
524911	WAREHOUS	WAREHOUSE DIRECT					
	3465900-0	05/02/17	01	PAPER	01-220-56-00-5610		145.60
					INVOICE TOTAL:		145.60 *
					CHECK TOTAL:		145.60
524912	WEINERTA	ANDREA WEINERT					
	050317COE	05/03/17	01	5/3/17 COE MILEAGE	01-220-54-00-5415		14.45
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		14.45 *
					CHECK TOTAL:		14.45
524913	YBSD	YORKVILLE BRISTOL					
	0417SF	05/10/17	01	APR 2017 SANITARY FEES	95-000-24-00-2450		283,535.21
					INVOICE TOTAL:		283,535.21 *
					CHECK TOTAL:		283,535.21
524914	YORKACE	YORKVILLE ACE & RADIO SHACK					
	162735	05/03/17	01	KEY	51-510-56-00-5640		8.37
					INVOICE TOTAL:		8.37 *
					CHECK TOTAL:		8.37
524915	YORKBIGB	YORKVILLE BIG BAND					
	2017 HTD-DEP	05/09/17	01	09/03/17 PERFORMANCE DEPOSIT	79-795-56-00-5602		300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
524916	YORKSCHO	YORKVILLE SCHOOL DIST #115					

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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01-410 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: 05/16/17
TIME: 08:12:22
ID: AP211001.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 18

INVOICES DUE ON/BEFORE 05/23/2017

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
524916	YORKSCHO	YORKVILLE SCHOOL DIST #115					
	022817-LC	05/09/17	01	FEB-APR 2017 LAND CASH	95-000-24-00-2453		33,332.66
					INVOICE TOTAL:		33,332.66 *
					CHECK TOTAL:		33,332.66

TOTAL CHECKS PAID: 524,989.69

TOTAL DIRECT DEPOSITS PAID: 286.00

TOTAL AMOUNT PAID: 525,275.69

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

DATE: 05/16/17
TIME: 09:05:27
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 18

CHECK DATE: 05/16/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523176	LANDM	LANDMARK FORD INC					
	9005		05/10/17	01	2017 TRANSIT CARGO VAN	25-225-60-00-6070	19,903.00
					INVOICE TOTAL:		19,903.00 *
					CHECK TOTAL:		19,903.00
					TOTAL AMOUNT PAID:		19,903.00

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: 05/15/17
TIME: 11:24:31
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 18

CHECK DATE: 05/17/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
523175	R0001854	CATHI WOODWARD					
	20160895-BUILD		05/12/17	01	2642 LILAC WAY BUILD PROGRAM	23-000-24-00-2445	300.00
				02	2642 LILAC WAY BUILD PROGRAM	25-000-24-21-2445	380.00
				03	2642 LILAC WAY BUILD PROGRAM	51-000-24-00-2445	5,320.00
				04	2642 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

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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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	



UNITED CITY OF YORKVILLE PAYROLL SUMMARY May 5, 2017

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	\$ 14,712.35	\$ -	14,712.35	\$ 1,586.00	\$ 1,079.05	\$ 17,377.40
FINANCE	8,864.98	-	8,864.98	987.98	675.36	\$ 10,528.32
POLICE	102,122.92	1,689.13	103,812.05	561.54	7,694.55	\$ 112,068.14
COMMUNITY DEV.	14,989.21	-	14,989.21	1,389.77	1,112.60	\$ 17,491.58
STREETS	12,901.27	126.21	13,027.48	1,404.36	956.25	\$ 15,388.09
WATER	14,012.62	-	14,012.62	1,510.56	1,015.09	\$ 16,538.27
SEWER	8,020.18	-	8,020.18	880.75	607.61	\$ 9,508.54
PARKS	16,943.23	170.35	17,113.58	1,844.84	1,251.56	\$ 20,209.98
RECREATION	14,917.75	-	14,917.75	1,161.66	1,103.57	\$ 17,182.98
LIBRARY	15,659.18	-	15,659.18	867.62	1,165.00	\$ 17,691.80
TOTALS	\$ 223,143.69	\$ 1,985.69	\$ 225,129.38	\$ 12,195.08	\$ 16,660.64	\$ 253,985.10

TOTAL PAYROLL

\$ 253,985.10



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, May 23, 2017

ACCOUNTS PAYABLE

DATE

Manual BUILD Check Register - FY18 (<i>Page 1</i>)	05/03/2017	20,000.00
Manual BUILD Check Register - FY18 (<i>Page 2</i>)	05/08/2017	20,000.00
City Check Register - FY17 (<i>Pages 3 - 20</i>)	05/23/2017	200,989.99
City Check Register - FY18(<i>Pages 21 - 32</i>)	05/23/2017	525,275.69

SUB-TOTAL:	\$766,265.68
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OTHER PAYABLES

FY18

Manual Check #523176 - Landmark Ford (<i>Page 33</i>)	05/16/2017	19,903.00
Manual Check #523175 - Woodward BUILD Check (<i>Page 34</i>)	05/17/2017	10,000.00

SUB-TOTAL:	\$29,903.00
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PAYROLL

Bi - Weekly (<i>Page 35</i>)	05/05/2017	253,985.10
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SUB-TOTAL:	\$253,985.10
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TOTAL DISBURSEMENTS:	\$1,050,153.78
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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 type="checkbox"/>

Agenda Item Number

Mayor #1

Tracking Number

CC 2017-30

Agenda Item Summary Memo

Title: Required Reporting to Municipality by Yorkville Police Pension Board

Meeting and Date: City Council – May 23, 2017

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Rob Fredrickson Finance
Name Department

Agenda Item Notes:



Memorandum

To: City Council

From: Rob Fredrickson, Finance Director

Date: May 10, 2017

Subject: Required Reporting to Municipality by Yorkville Pension Board

Please see the attached “Required Reporting to Municipality by the Yorkville Pension Board”. Information for this “required report” is derived from the Actuarial Valuations for the Fiscal Year Ended 2016 as prepared by the City’s actuary, Timothy W. Sharpe (Column 1 – please see Exhibit A for full report) and by the Illinois Department of Insurance (IDOI) Public Pension Division (Column 2 – please see Exhibit B for full report). There are three primary differences between the two valuations including: the actuarial funding methods used; the investment rate of return; and the funding target. The City’s actuary uses the Entry Age Normal Funding Method, as required by the Governmental Accounting Standards Board (GASB). The State uses the Projected Unit Credit funding method. For investment rate of return, the City uses a rate of 7%, which is based on the historical rates of return for the Yorkville Police Pension Fund. The State uses an investment return rate of 6.50%, which is based on assumed expectations for all Police Pension Funds (i.e. Article 3 Pension Funds) throughout Illinois. Pursuant to the Funding Policy, the City’s funding target is 100%, in comparison with the State’s target of 90% funding by the year 2040.

The attached “required report” summarizes various financial, investment and annuitant information associated with the Yorkville Police Pension Fund. Highlights from the report are discussed below, and will focus on the City’s actuarial valuation numbers unless otherwise specified.

- Section 1 shows total fund assets, valued at \$7,326,544 – which is a 12.5% increase over the previous year.
- Section 2 identifies receipts (revenues) from employee contributions and all other sources of income (i.e. City’s contribution) from FY 2016, which totaled \$945,676.
- Section 3(b) is important from the City’s perspective because it tells us the recommended funding requirement for the pension fund, currently calculated at \$966,211, which was the exact amount levied for the pension fund during the 2016 tax levy process. This represents an increase of \$140,798 (17.1%) over the City’s FY 2017 actual contribution of \$825,413, which was caused by lower than expected investment returns and changes to the mortality tables used in the actuarial assumptions. This will be the fifth year in a row that the City has either met or exceeded the actuarial funding recommendation.
- Section 4 identifies income received from the investment of fund assets, as well as the projected and actual rates of return for the funds’ investments for the current and preceding fiscal year. Sections 5 and 6 summarize the number of active employees and the amounts paid to annuitants (pensioners).
- Section 7 shows the funding ratio of the fund (39.5%), which is calculated by dividing total assets of \$7.326M by the total accrued liability of \$18.565M. Section 8 shows the unfunded accrued liability amount (difference between total assets and the accrued liability) of \$11,238,814, which is a 20% increase over the previous year amount of \$9,381,573.

As mentioned above, the funding ratio decreased 1.5% in 2016, from 41.0% to 39.5%, due to mortality table revisions and actual investment return being less than assumed (-0.5% actual v. 7.0% assumed). Mortality tables were updated in 2016 valuation (the RP 2000 Mortality Table has been used previously),

based on the Mortality Improvement Scale developed by the Retirement Plans Experience Committee of the Society of Actuaries. Going forward mortality tables will be updated at least triennially and should have a lesser impact on the funding ratio and the City's contribution to the Fund. Investment returns were sluggish in FY 2016 due to the continual low interest rate environment and underperforming equity markets. Despite the poor investment returns in 2016, management believes that the assumed investment return rate of 7% is still viable, due to the fact that return assumptions should be based on the Funds overall performance over a number of years; and that investment returns can fluctuate significantly in the short-term (case in point – equities returned approx 15% for the Fund in FY 2017). In future fiscal periods, if the long-term actual rate of return exceeds the assumed rate, and actual salary increases are less than assumed, and the City continues to fully fund the plan based on the actuarial recommendation, the percent funded will continue to increase, with the ultimate goal of fully funding the Police Pension Fund by 2040. The rate of return and salary increase assumptions will be reviewed annually by staff and revised accordingly (with City Council approval) should they prove to not be reflective of the Pension Fund's actual long-term performance.

The "Required Report to the Municipality by the Yorkville Pension Board" is an informational item and requires no formal action by the City Council. This report will also be presented to the Yorkville Police Pension Board at their upcoming meeting on May 23, 2017.

Required Reporting to Municipality by Yorkville Pension Board

As of April 30, 2017

(40 ILCS 5/3-143) (from chapter 108 1/2, paragraph 3143) Section 3143. Report by pension board.

The pension board shall report annually to the city council or board of trustees of the municipality on the condition of the pension fund at the end of its most recently completed fiscal year. The report shall be made prior to the council or board meeting held for the levying of taxes for the year for which the report is made.

	City's Actuarial Valuation	IDOI Actuarial Valuation
(1) Total Assets (actuarial value):	\$ 7,326,544	\$ 7,275,230
Total Assets (market value):	\$ 6,881,167	\$ 6,881,167
(2) Estimated Receipts during the next succeeding fiscal year from:		
Participant Contributions deducted from payroll	\$ 222,736	\$ 222,736
City Contribution	\$ 722,940	\$ 722,940
(3) Estimated amount required during the next succeeding fiscal year to:		
(a) pay all pensions and other obligations provided in this Article	\$ 456,763	\$ 443,314
(b) meet the annual requirements of the fund as provided in Sections 3-125- and 3-127; Funding Requirement	\$ 966,211	\$ 901,854
(4) Total Net Income received from investment of net assets:	\$ (30,492)	\$ 433,805
Assumed Investment Return:	7.00%	6.50%
Actual Investment Return:	-0.46%	-
Total Net Income received from investment of net assets (FYE 4/30/2015):	\$ 435,487	\$ 377,004
Assumed Investment Return (FYE 4/30/2015):	7.00%	6.50%
Actual Investment Return (FYE 4/30/2015):	7.52%	-
(5) Total number of active employees that are financially contributing to the fund	30	30

(6) Disbursements to:

(i) Annuitants in receipt of a regular retirement pension	6	6
Total number of annuitants:	6	6
Total amount that was disbursed in benefits:	\$ 452,093	-
(ii) Recipients being paid a disability pension	-	-
Total number of annuitants:	-	-
Total amount that was disbursed in benefits:	\$ -	\$ -
(iii) Survivors and children in receipt of benefits	-	-
Total number of annuitants:	-	-
Total amount that was disbursed in benefits:	\$ -	\$ -
(7) Funded ratio of the fund	39.50%	43.00%
(8) Unfunded Liability	\$ 11,238,814	\$ 9,515,000

(9) Investment Policy of the pension board under the statutory investment restrictions imposed on the fund.

Certification

I, Greg Sibenaller, Vice President of the Police Pension Board, United City of Yorkville, Kendall County, Illinois, do hereby certify that this document is a true and correct copy of: "Required Reporting to Municipality By Pension Board" as outlined in 40 ILCS 5/3-143.

Witness my hand this 23rd day of May 2017.

Greg Sibenaller, Vice President
Yorkville Police Pension Board



Exhibit A

CITY OF YORKVILLE
YORKVILLE POLICE PENSION FUND

Actuarial Valuation Report

For the Year

Beginning May 1, 2016

And Ending April 30, 2017

Timothy W. Sharpe, Actuary, Geneva, IL (630) 262-0600

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INTRODUCTION

Police-sworn personnel of the City of Yorkville are covered by the Police Pension Plan that is a defined-benefit, single-employer pension plan. The purpose of this report is to provide to the Intended Users of this report, specifically the Intended Users are the City Officials, the Pension Board and the City and Pension Board auditors, the reporting requirements of the Illinois Pension Code, the GASB Statements No. 25 & 27 and 67 & 68 financial information and related actuarial information for the year stated in this report. This report is not intended for distribution or usage to or by anyone who is not an Intended User and should not be used for any other purpose.

The valuation results reported herein are based on the employee data, plan provisions and the financial data provided by the City. The actuary has relied on this information and does not assume responsibility for the accuracy or completeness of this information. I hereby certify that to the best of my knowledge this report is complete and accurate and fairly presents the actuarial position of the Fund in accordance with generally accepted actuarial principles and procedures. In my opinion, the assumptions used are reasonably related to the experience of the Plan and to reasonable expectations. A reasonable request for supplementary information not included in this report should be directed to the undersigned actuary.

The actuary cautions the Intended Users of the possibility of uncertainty or risks in any of the results in this report.

I, Timothy W. Sharpe, am an Enrolled Actuary and a member of the American Academy of Actuaries, and I meet the Qualifications Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Respectfully submitted,



Timothy W. Sharpe, EA, MAAA
Enrolled Actuary No. 14-4384

9/7/2016

Date

SUMMARY OF RESULTS

There was a change with respect to Actuarial Assumptions from the prior year to reflect revised expectations with respect to mortality rates. The mortality rates have been changed to the RP 2014 Mortality Table (BCHA) projected to 2016 using improvement scale MP-2015.

The Retirement Plans Experience Committee of the Society of Actuaries (RPEC) presented an update to Mortality Improvement Scale MP-2014, which was released in October 2014. This updated scale was created using two additional years of historical data and the same RPEC 2014 model that was used to produce Scale MP-2014. For clarity, the updated mortality improvement scale is called MP-2015.

Within the MP-2014 report, RPEC indicated an intention to publish updated improvement scales at least triennially. Subsequent to the development of Scale MP-2014, the Social Security Administration (SSA) released two years of additional mortality data. To reflect this latest available data, RPEC is now publishing this 2015 update and intends on providing future annual updates to the model as soon as practicable following the public release of updated data upon which the model is constructed.

There were no changes with respect to Plan Provisions or Actuarial Methods from the prior year.

Based on the plan sponsor's funding policy and future expected plan contributions and funded status, the plan is to be expected to produce adequate assets to make benefit payments when they are due.

The benefit payment default risk or the financial health of the plan sponsor was not deemed to be material.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law.

Due to the limited scope of the actuary's assignment, the actuary did not perform an analysis of the potential range of such future measurements.

SUMMARY OF RESULTS (Continued)

There were no unexpected changes with respect to the participants included in this actuarial valuation (1 new member, 1 termination, 0 retirements, 0 incidents of disability, annual payroll increase 3.4%, average salary increase 3.4%).

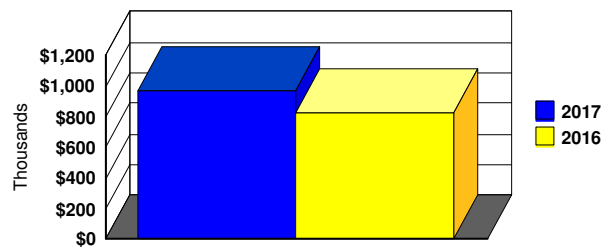
There were no unexpected changes with respect to the Fund's investments from the prior year (annual investment return -0.46%).

The City's Tax Levy Requirement has increased from \$825,413 last year to \$966,211 this year (17.1%). The increase in the Tax Levy is due to the increase in salaries, the investment return was less than assumed and the changes to the assumptions. The Percent Funded has decreased from 41.0% last year to 39.5% this year.

SUMMARY OF RESULTS (Continued)

	For Year Ending April 30	
	<u>2017</u>	<u>2016</u>
Tax Levy Requirement	\$ 966,211	\$ 825,413
	as of May 1	
	<u>2016</u>	<u>2015</u>
City Normal Cost	344,400	319,149
Anticipated Employee Contributions	227,429	220,016
Accrued Liability	18,565,358	15,895,133
Actuarial Value of Assets	7,326,544	6,513,560
Unfunded Accrued Liability/(Surplus)	11,238,814	9,381,573
Amortization of Unfunded Accrued Liability/(Surplus)	558,601	452,265
Percent Funded	39.5%	41.0%
Annual Payroll	\$ 2,294,948	\$ 2,220,146

TAX LEVY REQUIREMENT
as of April 30

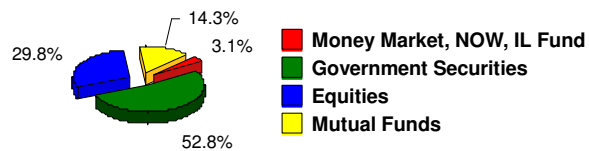


ACTUARIAL VALUATION OF ASSETS

		as of May 1	
	<u>2016</u>		<u>2015</u>
Money Market, NOW, IL Fund	\$ 213,240	\$	254,659
Government Securities	3,616,708		3,331,928
Equities	2,045,645		1,984,980
Mutual Funds	980,038		826,435
Interest Receivable	27,184		26,393
Miscellaneous Receivable/(Payable)	<u>(1,648)</u>		<u>(1,648)</u>
Market Value of Assets	<u>6,881,167</u>		<u>6,422,745</u>
Actuarial Value of Assets	\$ 7,326,544	\$	6,513,560
FYE 2013-2016 (Gain)/Loss: \$52,833; \$137,607; (\$29,983); \$497,196			

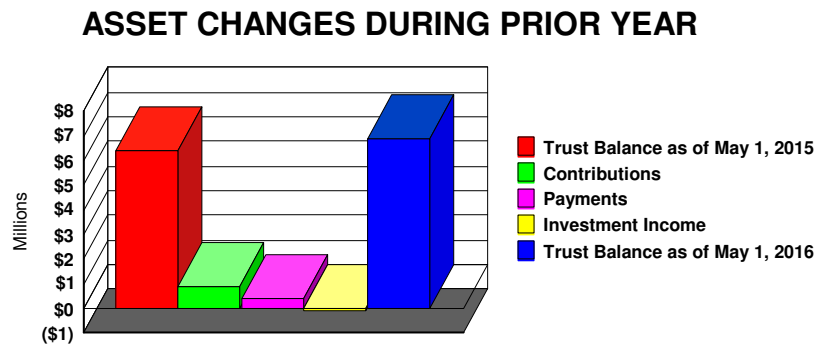
SUMMARY OF ASSETS

As Of May 1, 2016



ASSET CHANGES DURING PRIOR YEAR

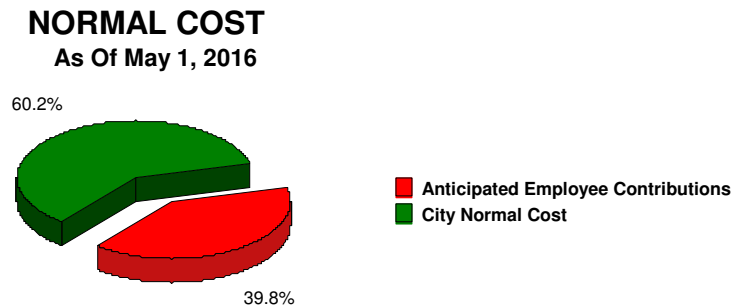
Trust Balance as of May 1, 2015		\$	6,422,745
Contributions			
City	722,940		
Employee	<u>222,736</u>		
Total			945,676
Payments			
Benefit Payments	443,314		
Expenses	<u>13,448</u>		
Total			456,763
Investment Income			<u>(30,492)</u>
Trust Balance as of May 1, 2016		\$	<u>6,881,167</u>
Approximate Annual Rate of Return			-0.46%



NORMAL COST

The Normal Cost is the actuarial present value of the portion of the projected benefits that are expected to accrue during the year based upon the actuarial valuation method and actuarial assumptions employed in the valuation.

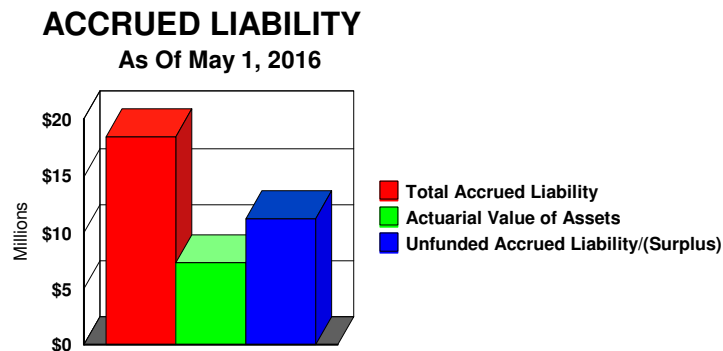
		as of May 1	
		<u>2016</u>	<u>2015</u>
Total Normal Cost	\$	571,829	\$ 539,165
Anticipated Employee Contributions		<u>227,429</u>	<u>220,016</u>
City Normal Cost		<u>344,400</u>	<u>319,149</u>
Normal Cost Payroll	\$	2,294,948	\$ 2,220,146
City Normal Cost Rate		15.01%	14.38%
Total Normal Cost Rate		24.92%	24.29%



ACCRUED LIABILITY

The Accrued Liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and actuarial assumptions employed in the valuation. The Unfunded Accrued Liability is the excess of the Accrued Liability over the Actuarial Value of Assets.

	as of May 1	
Accrued Liability	<u>2016</u>	<u>2015</u>
Active Employees	\$ 10,970,585	\$ 9,243,308
Children Annuities	0	0
Disability Annuities	0	0
Retirement Annuities	7,477,707	6,551,619
Surviving Spouse Annuities	0	0
Terminated Vested Annuities	<u>117,066</u>	<u>100,206</u>
Total Annuities	7,594,773	6,651,825
Total Accrued Liability	18,565,358	15,895,133
Actuarial Value of Assets	<u>7,326,544</u>	<u>6,513,560</u>
Unfunded Accrued Liability/(Surplus)	\$ <u>11,238,814</u>	\$ <u>9,381,573</u>
Percent Funded	39.5%	41.0%

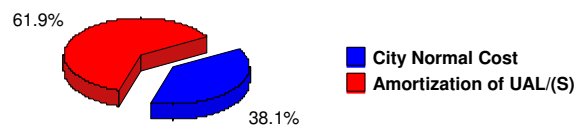


TAX LEVY REQUIREMENT

The Public Act 096-1495 Tax Levy Requirement is determined as the annual contribution necessary to fund the normal cost, plus the amount to amortize the excess (if any) of ninety percent (90%) of the accrued liability over the actuarial value of assets as a level percentage of payroll over a thirty (30) year period which commenced in 2011, plus an adjustment for interest. The 100% amortization amount is equal to the amount to amortize the unfunded accrued liability as a level percentage of payroll over a thirty (30) year period which commenced in 2011.

	For Year Ending April 30	
	<u>2017</u>	<u>2016</u>
City Normal Cost as of Beginning of Year	\$ 344,400	\$ 319,149
Amortization of Unfunded Accrued Liability/(Surplus)	558,601	452,265
Interest for One Year	<u>63,210</u>	<u>53,999</u>
Tax Levy Requirement as of End of Year	\$ <u>966,211</u>	\$ <u>825,413</u>
Public Act 096-1495 Tax Levy Requirement		
1) Normal Cost (PUC)	402,647	341,985
2) Accrued Liability (PUC)	17,726,967	15,239,618
3) Amortization Payment	428,822	347,198
4) Interest for One Year	58,203	48,243
5) PA 096-1495 Tax Levy Requirement (1 + 3 + 4)	\$ 889,672	737,426

TAX LEVY REQUIREMENT For Fiscal Year Ending April 30, 2017



SUMMARY OF PLAN PARTICIPANTS

The actuarial valuation of the Plan is based upon the employee data furnished by the City. The information provided for Active participants included:

Name
Sex
Date of Birth
Date of Hire
Compensation
Employee Contributions

The information provided for Inactive participants included:

Name
Sex
Date of Birth
Date of Pension Commencement
Monthly Pension Benefit
Form of Payment

Membership	<u>2016</u>	<u>2016</u>	<u>2015</u>	<u>2015</u>
Current Employees				
Vested	21		17	
Nonvested	<u>9</u>		<u>13</u>	
Total	<u>30</u>		<u>30</u>	
Inactive Participants		<u>Annual Benefits</u>		<u>Annual Benefits</u>
Children	0 \$	0	0 \$	0
Disabled Employees	0	0	0	0
Retired Employees	6	452,093	6	420,296
Surviving Spouses	0	0	0	0
Terminated Vesteds	<u>1</u>	<u>25,834</u>	<u>1</u>	<u>25,834</u>
Total	<u>7</u>	<u>477,927</u>	<u>7</u>	<u>446,130</u>
Annual Payroll	\$	2,294,948	\$	2,220,146

SUMMARY OF PLAN PARTICIPANTS (Continued)

Age and Service Distribution

Service Age	0-4	5-9	10-14	15-19	20-24	25-29	30+	Total	Salary
20-24									
25-29	5							5	58,955
30-34	1	5						6	72,691
35-39	1	3	4	1				9	75,278
40-44	1		1	1				3	75,413
45-49				2	4			6	95,782
50-54								0	
55-59								0	
60+			1					1	85,596
Total	<u>8</u>	<u>8</u>	<u>6</u>	<u>4</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>30</u>	<u>76,498</u>
Salary	61,295	73,751	80,079	80,018	103,509				

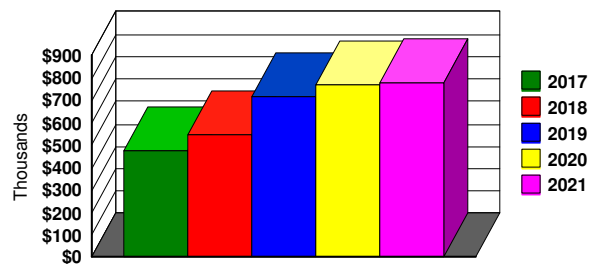
Average Age: 37.5 Average Service: 10.2 Average Future Service: 11.4

DURATION (years) Active Members: 21.3 Retired Members: 12.4 All Members: 17.6

PROJECTED PENSION PAYMENTS

<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
\$477,772	\$547,401	\$713,794	\$771,522	\$781,357

PROJECTED PENSION PAYMENTS 2017-2021



SUMMARY OF PLAN PROVISIONS

The Plan Provisions have not been changed from the prior year.

The City of Yorkville Police Pension Fund was created and is administered as prescribed by "Article 3. Police Pension Fund - Municipalities 500,000 and Under" of the Illinois Pension Code (Illinois Compiled Statutes, 1992, Chapter 40). A brief summary of the plan provisions is provided below.

Employees attaining the age of (50) or more with (20) or more years of creditable service are entitled to receive an annual retirement benefit of (2.5%) of final salary for each year of service up to (30) years, to a maximum of (75%) of such salary.

Employees with at least (8) years but less than (20) years of credited service may retire at or after age (60) and receive a reduced benefit of (2.5%) of final salary for each year of service.

Surviving spouses receive the greater of (50%) of final salary or the employee's retirement benefit.

Employees disabled in the line of duty receive (65%) of final salary.

The monthly pension of a covered employee who retired with (20) or more years of service after January 1, 1977, shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least (55) years, by (3%) of the originally granted pension. Beginning with increases granted on or after July 1, 1993, the second and subsequent automatic annual increases shall be calculated as (3%) of the amount of the pension payable at the time of the increase.

Employees are required to contribute (9.91%) of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than (20) years of service, accumulated employee contributions may be refunded without accumulated interest.

For Employees hired after January 1, 2011, the Normal Retirement age is attainment of age 55 and completion of 10 years of service; Early Retirement age is attainment of age 50, completion of 10 years of service and the Early Retirement Factor is 6% per year; the Employee's Accrued Benefit is based on the Employee's final 8-year average salary not to exceed \$106,800 (as indexed); Cost-of-living adjustments are simple increases (not compounded) of the lesser of 3% or 50% of CPI beginning the later of the anniversary date and age 60; Surviving Spouse's Benefits are 66 2/3% of the Employee's benefit at the time of death.

ACTUARIAL METHODS

The Actuarial Methods employed for this valuation are as follows:

Projected Unit Credit Cost Method (for years beginning on or after 2011 for PA 096-1495)

Under the Projected Unit Credit Cost Method, the Normal Cost is the present value of the projected benefit (including projected salary increases) earned during the year.

The Accrued Liability is the present value of the projected benefit (including projected salary increases) earned as of the actuarial valuation date. The Unfunded Accrued Liability is the excess of the Accrued Liability over the plan's assets. Experience gains or losses adjust the Unfunded Accrued Liability.

Entry Age Normal Cost Method

Under the Entry Age Normal Cost Method the Normal Cost for each participant is computed as the level percentage of pay which, if paid from the earliest age the participant is eligible to enter the plan until retirement or termination, will accumulate with interest to sufficiently fund all benefits under the plan. The Normal Cost for the plan is determined as the sum of the Normal Costs for all active participants.

The Accrued Liability is the theoretical amount that would have accumulated had annual contributions equal to the Normal Cost been paid. The Unfunded Accrued Liability is the excess of the Accrued Liability over the plan's assets. Experience gains or losses adjust the Unfunded Accrued Liability.

ACTUARIAL ASSUMPTIONS

The Actuarial Assumptions used for determining the Tax Levy Requirement and GASB Statements No. 25 & 27 and 67 & 68 Disclosure Information are the same (except where noted) and have been changed from the prior year (discussion on page 4). The methods and assumptions disclosed in this report may reflect statutory requirements and may reflect the responsibility of the Principal and its advisors. Unless specifically noted otherwise, each economic and demographic assumption was selected in accordance with Actuarial Standards of Practice 27 and 35 and may reflect the views and advice of advisors to the Principal. In the event a method or assumption conflicts with the actuary's professional judgment, the method or assumption is identified in this report. The Actuarial Assumptions employed for this valuation are as follows:

Valuation Date	May 1, 2016
Asset Valuation Method	5-year Average Market Value (PA 096-1495)
Investment Return	7.00% net of investment expenses.
Salary Scale	5.00%
Mortality	RP 2014 Mortality Table (BCHA) projected to 2016 using improvement scale MP-2015.
Withdrawal	Based on studies of the Fund and the Department of Insurance, Sample Rates below
Disability	Based on studies of the Fund and the Department of Insurance, Sample Rates below
Retirement	Based on studies of the Fund and the Department of Insurance, Sample Rates below (100% by age 70)
Marital Status	80% Married, Female spouses 3 years younger

ACTUARIAL ASSUMPTIONS (*Continued*)

Sample Annual Rates Per 100 Participants

<u>Age</u>	<u>Withdrawal</u>	<u>Disability</u>	<u>Retirement</u>
20	10.00	0.05	
25	7.50	0.05	
30	5.00	0.22	
35	3.00	0.26	
40	2.00	0.40	
45	2.00	0.65	
50	3.50	0.95	20.00
55	3.50	1.30	25.00
60	3.50	1.65	33.00
65	3.50	2.00	50.00
70			100.00

STATEMENTS NO. 25 & 27 DISCLOSURE INFORMATION

The Governmental Accounting Standards Board (GASB) issued Statements No. 25 & 27 that established generally accepted accounting principles for the annual financial statements for defined benefit pension plans. The required information is as follows:

Membership in the plan consisted of the following as of:

	<u>April 30, 2016</u>	<u>April 30, 2015</u>
Retirees and beneficiaries receiving benefits	6	6
Terminated plan members entitled to but not yet receiving benefits	1	1
Active vested plan members	21	17
Active nonvested plan members	<u>9</u>	<u>13</u>
Total	<u>37</u>	<u>37</u>
Number of participating employers	1	1

SCHEDULE OF FUNDING PROGRESS

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) -Entry Age (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
04/30/14	5,598,573	14,306,459	8,707,886	39.1%	2,136,901	407.5%
04/30/15	6,422,745	15,895,133	9,472,388	40.4%	2,220,146	426.7%
04/30/16	6,881,167	18,565,358	11,684,191	37.1%	2,294,948	509.1%

GASB STATEMENTS NO. 25 & 27 DISCLOSURE INFORMATION (Continued)

ANNUAL PENSION COST AND NET PENSION OBLIGATION

	<u>April 30, 2016</u>	<u>April 30, 2015</u>
Annual required contribution	722,940	571,437
Interest on net pension obligation	42,367	45,054
Adjustment to annual required contribution	<u>(29,733)</u>	<u>(30,713)</u>
Annual pension cost	735,574	585,778
Contributions made	<u>722,940</u>	<u>624,168</u>
Increase (decrease) in net pension obligation	12,634	(38,390)
Net pension obligation beginning of year	<u>605,245</u>	<u>643,635</u>
Net pension obligation end of year	<u>617,879</u>	<u>605,245</u>

THREE-YEAR TREND INFORMATION

<u>Fiscal</u> <u>Year</u> <u>Ending</u>	<u>Annual</u> <u>Pension</u> <u>Cost (APC)</u>	<u>Percentage</u> <u>of APC</u> <u>Contributed</u>	<u>Net</u> <u>Pension</u> <u>Obligation</u>
04/30/14	531,678	98.6%	643,635
04/30/15	585,778	106.6%	605,245
04/30/16	735,574	98.3%	617,879

GASB STATEMENTS NO. 25 & 27 DISCLOSURE INFORMATION (Continued)

FUNDING POLICY AND ANNUAL PENSION COST

Contribution rates:

City	31.50%	28.11%
Plan members	9.91%	Same

Annual pension cost	735,574	585,778
---------------------	---------	---------

Contributions made	722,940	624,168
--------------------	---------	---------

Actuarial valuation date	04/30/2016	04/30/2015
--------------------------	------------	------------

Actuarial cost method	Entry age	Same
-----------------------	-----------	------

Amortization period	Level percentage of pay, closed	Same
---------------------	---------------------------------	------

Remaining amortization period	25 years	26 years
-------------------------------	----------	----------

Asset valuation method	Market	Same
------------------------	--------	------

Actuarial assumptions:

Investment rate of return*	7.00%	Same
----------------------------	-------	------

Projected salary increases*	5.00%	Same
-----------------------------	-------	------

*Includes inflation at	2.50%	Same
------------------------	-------	------

Cost-of-living adjustments	Tier 1: 3.00% per year, compounded Tier 2: 2.00% per year, simple	Same
----------------------------	--	------

GASB STATEMENTS NO. 67 & 68 DISCLOSURE INFORMATION

Plan Membership	April 30, 2016
Inactive plan members or beneficiaries currently receiving benefits	6
Inactive plan members entitled to but not yet receiving benefits	1
Active plan members	<u>30</u>
Total	<u>37</u>

Net Pension Liability of the City	
Total pension liability	18,565,358
Plan fiduciary net position	6,881,167
City's net pension liability	11,684,191
Plan fiduciary net position as a percentage of the total pension liability	37.06%

Actuarial Assumptions	
Inflation	2.50%
Salary increases	5.00%
Investment rate of return	7.00% net of expenses

The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that City contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate			
	1% Decrease	Current Discount Rate	1% Increase
	6.00%	7.00%	8.00%
Net Pension Liability	14,744,597	11,684,191	9,223,326

GASB STATEMENTS NO. 67 & 68 DISCLOSURE INFORMATION (continued)

Schedule of Changes in the City's Net Pension Liability and Related Ratios

Total Pension Liability	April 30, 2016
Service cost	576,907
Interest	1,097,143
Changes of benefit terms	0
Differences between expected and actual experience	322,766
Changes of assumptions	1,116,723
Benefit payments, including refunds of member contributions	443,314
Net change in total pension liability	2,670,225
Total pension liability - beginning	15,895,133
Total pension liability - ending	18,565,358
Plan Fiduciary Net Position	
Contributions - employer	722,940
Contributions - member	222,736
Net investment income	(30,492)
Benefit payments, including refunds of member contributions	443,314
Administrative expense	13,448
Other	0
Net change in plan fiduciary net position	458,421
Plan fiduciary net position - beginning	6,422,745
Plan fiduciary net position - ending	6,881,167
City's net pension liability	11,684,191
Plan fiduciary net position as a percentage of the total pension liability	37.06%
Covered-employee payroll	2,294,948
City's net pension liability as a percentage of covered-employee payroll	509.13%

GASB STATEMENTS NO. 67 & 68 DISCLOSURE INFORMATION (continued)

Schedule of City Contributions

	April 30, 2016
Actuarially determined contribution	722,940
Contributions in relation to the actuarially determined contribution	722,940
Contribution deficiency (Excess)	0
Covered-employee payroll	2,294,948
Contributions as a percentage of covered-employee payroll	31.50%

Notes to schedule

Valuation date April 30, 2016

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal
Amortization method	Level Percentage of Pay
Remaining amortization period	25 years
Asset valuation method	Market Value
Inflation	3.00%
Salary increases	5.00%
Investment rate of return	7.00%
Retirement age	50-70
Mortality	RP 2014 projected to 2016
Other	

Mortality rates were based on the RP 2014 Mortality Table (BCHA) projected to 2016 using improvement scale MP-2015. The other non-economic actuarial assumptions used in the April 30, 2016 valuation were based on the results of an actuarial experience study conducted by the Illinois Department of Insurance dated September 26, 2012.

YORKVILLE POLICE PENSION FUND
Actuarial Valuation Report

Exhibit B

**Showing Assets and Liabilities of the Fund in
Accordance with Actuarial Reserve Requirements
as of May 1, 2016**

Summary

Accrued Liability	\$16,790,230
Actuarial Value of Assets	\$7,275,230
Unfunded Accrued Liability	\$9,515,000

Funded Ratio 43%

Liabilities

Reserves for Annuities and Benefits in Force

	Head Count:	Present Value:	
Retirement Annuities	6	7,571,936	
Disability Annuities	0	0	
Surviving Spouse Annuities	0	0	
Minor Dependent Annuities	0	0	
Deferred Retirement Annuities	1	131,217	
Handicapped Dependent Annuities	0	0	
Dependent Parent Annuities	0	0	
Terminated Liabilities	2	4,580	
Total:	9	\$7,707,734	

Accrued Liabilities for Active Members	30	\$9,082,496
Total Accrued Liabilities		\$16,790,230
Total Normal Cost for Active Members		\$671,680
Total Normal Cost as a Percentage of Payroll		29%

Total Annual Payroll \$2,294,948

Amortization of Unfunded Liabilities:

Total Accrued Liability	\$16,790,230
90% Funded Ratio Target	\$15,111,207
Actuarial Value of Assets	\$7,275,230
Liabilities Subject to Amortization	\$7,835,977
Amortization Period	24 years
Amortization Payment, Beginning of Year	\$402,561

This report is provided to the Board and Municipality as part of the Public Pension Division advisory services under Section 1A-106 of the Illinois Pension Code. This report should not be relied upon for purposes other than determining the current tax levy required under the Illinois Pension Code. The assumptions have been set based on expectations for all Article 3 funds in the State of Illinois. The actuarial methods are prescribed by the Illinois Pension Code and do not necessarily represent the approach recommended by either the actuary or the Department of Insurance. This report was prepared under the direct supervision of the undersigned:

Jason Franken
Enrolled Actuary #14-06888
Foster & Foster

Deputy Director
Public Pension Division
Illinois Department of Insurance

YORKVILLE POLICE PENSION FUND

Actuarial Valuation Report

Assets

Actuarial Value of Assets

Current Year Gain/(Loss):

Market value of assets as of April 30, 2015	\$6,422,745
Benefit payments during fiscal year 2016	(443,314)
Total contributions during fiscal year 2016	945,676
Expected return during fiscal year 2016	433,805
Expected market value of assets as of April 30, 2016	<u>\$7,358,912</u>
Actual market value of assets as of April 30, 2016	\$6,881,167
Investment gain/(loss) during the fiscal year	(\$477,745)

Development of Actuarial Value of Assets (market value less unrecognized amounts):

Market value of assets as of April 30, 2016	\$6,881,167
Unrecognized gain/(loss) from fiscal 2016	(382,196)
Unrecognized gain/(loss) from fiscal 2015	26,519
Unrecognized gain/(loss) from fiscal 2014	(38,848)
Unrecognized gain/(loss) from fiscal 2013	462
Actuarial value of assets as of April 30, 2016	<u>\$7,275,230</u>

Actuarially Determined Employer Contributions

Actuarially determined amount to provide the employer normal cost based on the annual payroll of active participants as of May 1, 2016. \$444,250

Amount necessary to amortize the unfunded accrued liability as determined by the State of Illinois Department of Insurance over the remaining 24 years as prescribed by Section 3-125 of the Illinois Pension Code. \$402,561

Interest to the end of the fiscal year. \$55,043

Total suggested amount of employer contributions to arrive at the annual requirements of the fund as prescribed by Section 3-125 of the Illinois Pension Code. * \$901,854

*The above figure is the suggested amount which should be obtained by the fund from the municipality exclusive of any other items of income, such as interest on investments, contributions from participants, etc. These items have already been taken into consideration in arriving at this amount.

YORKVILLE POLICE PENSION FUND

Actuarial Valuation Report

Actuarial Information

The following methods have been prescribed in accordance with Section 3-125 of the Illinois Pension Code.

Funding method	Projected Unit Credit
Amortization method	Normal cost, plus an additional amount (determined as a level percentage of payroll) to bring the plan's funded ratio to 90% by the end of fiscal year 2040.
Asset valuation method	Investment gains and losses are recognized over a 5-year period.

Actuarial Assumptions

Interest rate	6.50%
Interest rate, prior fiscal year	6.50%
Healthy mortality rates - Male	RP-2000 Combined Healthy Mortality, with Blue Collar Adjustment
Healthy mortality rates - Female	RP-2000 Combined Healthy Mortality, with Blue Collar Adjustment
Disability mortality rates - Male	RP-2000 Disabled Retiree Mortality
Disability mortality rates - Female	RP-2000 Disabled Retiree Mortality
Decrement other than mortality	Experience tables
Rate of service-related deaths	5%
Rate of service-related disabilities	70%
Salary increases	Service-related table with rates grading from 11% to 4% at 30 years of service
Payroll growth	4.50%
Tier 2 cost-of-living adjustment	1.25%
Marital assumptions	80% of members are assumed to be married; male spouses are assumed to be 3 years older than female spouses.

The actuarial assumptions used for determining the above amounts are based on experience for all Article 3 funds for the State of Illinois in aggregate. The Department of Insurance has approved the above actuarial assumptions. Contact the Department of Insurance for complete experience tables.

Data and Fund Information

The above valuation uses personnel data as reported to the Department of Insurance in the Schedule P. Specifically, the following data items have been determined as of the date of the Actuarial Valuation Report: attained age, annual salary or pension, completed years of service of each individual participant.

The fund specific information used in the production of this document was provided to the Department of Insurance by your pension fund board of trustees through the fund's annual statement filing.



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

Mayor #2

Tracking Number

CC 2017-31

Agenda Item Summary Memo

Title: Amended Development Agreement between the City and GC Housing Development

Meeting and Date: City Council – May 23, 2017

Synopsis: See attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

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

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: May 18, 2017
Subject: GC Housing Agreement Amendment

Summary

Consideration of an amendment to the GC Housing development agreement which addresses change of management team and use of the Federal Davis-Bacon Act instead of the Illinois Prevailing Wage Act.

Background

This item was last discussed by the City Council on April 25, 2017, when the City Council approved an assignment of the agreement to a new company, pursuant to terms of their tax credit agreement. Prior to that, the full development agreement was approved on February 23, 2016. Since the last meeting, the developer has run into issues with the weakening of the value of tax credits caused by uncertainty as to national economic conditions and the various tax reform proposals being floated in Washington.

The developer has asked us to consider two changes to the agreement. First, pursuant to the terms of their project financing with their lender, the developer is asking that the lender be required to sign off on any change in the management company which administers the Yorkville-funded rental assistance program. This management company has always been contemplated to be hired and controlled by the project developer, and the lender is simply asking for the authority to sign off on any change to the project manager. Neither I nor Attorney Orr expect this to be an issue.

The second change involves the use of the federal level Davis-Bacon Act, instead of the Illinois Prevailing Wage Act. The project, as originally approved for tax credits, contemplated Davis-Bacon Wages. However, when the market softened on tax credits post state and federal elections, the project became more risky for the developer and the developer was required to seek state funding sources to offset the market change. . Amongst the trades, some costs are higher in Davis-Bacon Act, and others are higher in the Illinois Prevailing Wage Act (spreadsheet attached). In general, the overall cost of the project would be lower under the Davis-Bacon Act, and so the developer has asked us to consider it in light of the lower tax credit value. Per the Illinois Prevailing Wage Act and under the terms of the state funding source loan, the state funding source may allow a project to go under the federal Davis-Bacon Act standards if the City has a grant or loan program with the project. Since the City has the rental assistance program on the project, the City has the ability to require that the Davis-Bacon Act apply to the project. The Developer has confirmed that the project will be constructed utilizing 100% union trades. Further, Davis-Bacon wages are common on these types of projects, including any project receiving federal funds.

Recommendation

Staff recommends approval of the agreement.

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN AMENDMENT TO A DEVELOPMENT AGREEMENT BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AND GC HOUSING DEVELOPMENT LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

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, on November 22, 2016, the City and GC Housing Development, LLC (“*GC Housing*”) entered into a Development Agreement Between the United City of Yorkville, Kendall County, Illinois and GC Housing Development, LLC, an Illinois limited liability company (the “*Development Agreement*”) to provide for a housing assistance program in respect of a senior living rental facility to be constructed within the corporate limits of the City; and,

WHEREAS, on April 25, 2017, the City adopted a resolution authorizing GC Housing’s assignment of the Development Agreement to Anthony Place Yorkville, LP (the “*Developer*”); and,

WHEREAS, the Developer has requested that the City amend certain provisions of the Development Agreement pertaining to the Developer’s obligations relating to employment and removal of a management agent; and,

WHEREAS, the Mayor and City Council of the City have determined that it is in the best interests of the City and the health, safety, morals and welfare of its residents and taxpayers to grant the request of the Developer.

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 Amendment to Development Agreement, attached hereto and made a part hereof, is hereby approved and the Mayor, City Clerk, and City Administrator are hereby authorized to execute and deliver said Agreement and undertake any and all actions as may be required to implement its terms on behalf of the City.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

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

CITY CLERK

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVER TARULIS _____

ALEX HERNANDEZ _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this ____ day of _____, A.D. 2017.

MAYOR

Attest:

CITY CLERK

AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT (this "Amendment") is made and entered into this ____ day of _____, 2017, by and between ANTHONY PLACE YORKVILLE, LP, an Illinois limited partnership ("Developer"), and THE UNITED CITY OF YORKVILLE, an Illinois municipal corporation ("City").

WHEREAS, on November 22, 2016, City and GC Housing Development, LLC ("GC Housing") entered into a development agreement (the "Development Agreement") to provide for a housing assistance program in respect of a senior independent living rental facility to be constructed in Yorkville, Illinois (the "Project"); and

WHEREAS, on April 25, 2017, with the written consent of City, GC Housing assigned the Development Agreement to Developer; and

WHEREAS, Developer has requested City to amend certain terms in the Development Agreement relating to Developer's employment and removal of a management agent; and

WHEREAS, City has agreed to such request subject to the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, City and Developer agree as follows:

1. Section 5 of the Development Agreement is hereby amended to read as follows:

"The Developer hereby covenants and agrees that it shall employ a management company with substantial experience managing senior housing and require such management company to strictly adhere to the Rules and Regulations of the Yorkville Senior Housing Assistance Program. The Developer further agrees to remove the management company or any future management company employed at the Project in the event such company fails to operate and maintain the Project in accordance with all applicable ordinances and laws of the City and the State of Illinois or strictly follow the Rules and Regulations of the Yorkville Senior Housing Assistance Program; provided, that any such removal shall be subject to the prior written approval of the Project lenders."

2. Developer agrees to comply with the requirements of the Davis-Bacon Act of 1931, as amended, in the construction of the Project.
3. Except as specifically set forth in this Amendment, the Development Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives on the date and year first written above.

ANTHONY PLACE YORKVILLE, LP, an
Illinois limited partnership

By GC Housing Development Yorkville LLC, an
Illinois limited liability company, its managing
general partner

THE UNITED CITY OF YORKVILLE, an
Illinois municipal corporation

By _____
Its _____

By _____
Jeffrey D. Crane, Manager



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

Agenda Item Number

Public Works #1

Tracking Number

CC 2014-59

Agenda Item Summary Memo

Title: Whispering Meadows Parking Restriction

Meeting and Date: City Council – May 23, 2017

Synopsis: Rediscussion of proposed parking restrictions for the area adjacent to Bristol

Station Park.

Council Action Previously Taken:

Date of Action: PW – 05/16/17 Action Taken: Moved forward to City Council agenda.

Item Number: CC 2014-59

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Erin Willrett, Assistant City Administrator
CC:
Date: May 16, 2017
Subject: Whispering Meadows Subdivision Parking Restrictions

UPDATE

This matter was recently discussed at the May 9, 2017 City Council meeting. At this time, staff has modified the ordinance based on Council discussion and citizen comments. The ordinance reflects the comments and has removed the restriction on parking along McMurtrie Way in its entirety. The ordinance continues to restrict parking on the east side of Alan Dale Lane between Faxon Road and McMurtrie Way. Staff is recommending approval of the Ordinance Amending the Code of Ordinances of the United City of Yorkville, Kendall County, Illinois Regulating On-Street Parking.

Summary

Consideration of an ordinance restricting parking on the east side of Alan Dale Lane between Faxon Road and McMurtrie Way and along the north side of McMurtrie Way from McMurtrie Court to Goldenrod Drive.

Background

This item was discussed at the Public Works Committee meeting on April 18th. At that meeting, the Committee directed staff to send letters to residents adjacent to the proposed parking restriction, inviting them to comment on the proposed “no parking” areas and also to attend the City Council meeting on May 9th where Council discussions would take place. A sample letter is attached.

The letters were distributed on May 3rd. To date, staff has received 3 responses and all 3 were against restricting parking on McMurtrie Way. Many residents use that area that is proposed to be restricted for parking for their guests as well as personal parking. They are also concerned about the Postal Service not delivering the mail if there were cars parked in front of their mailboxes.

Recommendation

This item is for discussion purposes.

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

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

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

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

ALAN DALE LANE

A “no parking” zone shall be created on the east side of Alan Dale Lane from McMurtrie Way to Faxon Road, to be effective Monday through Friday, between the hours of five o'clock (5:00) P.M. until nine o'clock (9:00) P.M. during the months of April, May, June, and July

ALAN DALE LANE

A “no parking” zone shall be created on the east side of Alan Dale Lane from Faxon Road to Alice Avenue.

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

ALAN DALE LANE

A “no parking” zone shall be created on the east side of Alan Dale Lane from McMurtrie Way to Alice Avenue.

Section 3. If any Section, subsection, sentence, clause, phrase or portion of this Chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 4. This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

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

CITY CLERK

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVAR TARULIS _____

ALEX HERNANDEZ _____

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

MAYOR



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

Agenda Item Number

Public Works #2

Tracking Number

PW 2017-41

Agenda Item Summary Memo

Title: Cedarhurst Living – Proposed Dormant SSA

Meeting and Date: City Council – May 23, 2017

Synopsis: Ordinance for a dormant Special Service Area for the Cedarhurst Living
development.

Council Action Previously Taken:

Date of Action: PW – 05/16/17 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2017-41

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti Barksdale-Noble, AICP

Community Development

Name

Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Brad Sanderson, EEI, City Engineer
Date: March 13, 2017
Subject: 1690 Cannonball Trail – Cedarhurst of Yorkville
Proposing Ordinance - Proposed Dormant SSA

Project Summary

Cedarhurst of Yorkville Real Estate, LLC plans to construct a new approximately 73-unit 65,000 square foot assisted living and memory care facility located on nearly 6.7 acres of undeveloped land immediately east of Cannonball Trails and just north of US 34 (Veterans Parkway) in the City of Yorkville, as illustrated on the attached aerial map. In addition to the new building, the site plans include a future ancillary office building, access drives, parking area and a storm water detention basin.

Per Article 6. Long Term Maintenance, of the recently approved Stormwater Ordinance a condition of approval for any new storm water management facility is the establishment of a long term funding source in the form of a dormant (back-up) Special Service Area should the entity having primary responsibility of the property fails to adequately maintain the facility. In this regard, the property owner is required to grant a separate Plat of Easement for perpetual access to the storm water basin should future maintenance by the City be required.

Proposed Dormant Special Service Area

As mentioned above, the attached draft ordinance for dormant Special Service Area (SSA) prepared by the City Attorney establishes a backup mechanism for payment for future and continued maintenance, repair and reconstruction of the storm water basin in the event the property owner fails to do so. The proposed Special Service Area will consist only of the subject property and shall cover costs related to (1) the cleaning and dredging of the storm water detention and retention ponds and basins, drainage swales and ditches; (2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; (4) the care, maintenance and restoration of wetland areas; and (5) the administrative costs incurred by the City in connection with the above in the event the Owners or their association, if any, fail to satisfactorily undertake the aforesaid ongoing maintenance, repair and reconstruction in compliance with the ordinances of the City and the Yorkville City Code.

Should the property owner fail to maintain the basin, the subject property will be levied a tax not to exceed \$1.10 for every \$100.00 of equalized assessed value of the property to be collected via real estate taxes. While the property will most likely be exempt from the real estate tax roll due to its religious status, the ordinance proposed for adoption does not exclude tax exempt property from the Special Service Area but there may be a procedural issue with its collection of creating a tax bill for exempt property. According to the City Attorney, this may require Kendall County creating a separate bill to the property owner just for the payment of the SSA tax.

Staff Comments/Recommendation

The next step in the process is for the City Council to consider the attached ordinance proposing the Special Service Area (SSA). This is tentatively scheduled for the May 23, 2017 City Council meeting. A public hearing notice will then be published in the **May 25, 2017** edition of the Beacon Newspaper, and a public hearing will be conducted by the City Council on June 13, 2017. After the required 60 day waiting period at the close of the public hearing, the City Council will make a final determination on the proposed SSA at the August 15, 2017 meeting.

The property owner has been notified of the proposed process and public hearing before the City Council for the consideration of the establishment of the dormant Special Service Area. Staff is recommending approval of the proposed backup funding mechanism as it is a requirement of the recently adopted Storm water ordinance. We will be available to answer any questions at Tuesday night's meeting.

Ordinance No. 2017-_____

**AN ORDINANCE PROPOSING THE ESTABLISHMENT OF
SPECIAL SERVICE AREA NUMBER 2017-1
IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
AND PROVIDING FOR OTHER PROCEDURES IN CONNECTION THEREWITH
(Cedarhurst Living)**

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

Section 1: Authority. The United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized and validly existing non home-rule municipality authorized pursuant to Article VII, Section 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.* (the “Tax Law”), to levy taxes in order to pay for the provision of special services to areas within the boundaries of the City.

Section 2: Yorkville City Code. That Section 606 of Article 6 of the City’s Stormwater Control Ordinance requires for the approval of a Stormwater Management Permit the establishment of a special service area as a backup means of providing for the long term maintenance of stormwater facilities in the event that the entity responsible for the maintenance fails to perform its maintenance responsibilities; and,

Section 3: Findings. The Mayor and City Council of the City finds as follows:

- A. That the owners of record (the “Owners”) of the real property legally described in Exhibit A, attached hereto and made a part hereof (the “Subject Property”), have presented plans for the development of the Subject Property for a assisted living and memory care facility and pursuant to Section 2 above must provide storm water management and there must be a backup mechanism for payment of any and all costs of continued maintenance, repair and reconstruction of the storm water system located within and serving the Subject Property, all as hereinafter described; and,
- B. That it is in the public interest that the Mayor and City Council of the City consider the creation of a special service area for the Subject Property; and,
- C. That the proposed special service area is compact and contiguous; and,
- D. The municipal services to be provided in the event the special service area is established are in addition to the municipal service provided to the City as a whole and the proposed special service area will benefit from the special municipal services to be provided.

Section 4: Proposal. The City agrees to proceed to consider the establishment of a special service area for the Subject Property as Special Service Area 2017-1 for the purpose of payment of the costs of the management of storm water which directly affects the Subject Property, including (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; (2) the maintenance and care,

including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches; (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; (4) the care, maintenance and restoration of wetland areas; and (5) the administrative costs incurred by the City in connection with the above in the event the Owners or their association, if any, fail to satisfactorily undertake the aforesaid ongoing maintenance, repair and reconstruction in compliance with the ordinances of the City and the Yorkville City Code.

Section 5: Public Hearing. A public hearing shall be held on June 13, 2017 at 7:00 p.m. at the City municipal building at 800 Game Farm Road, Yorkville, Illinois, to consider the creation of the United City of Yorkville Special Service Area Number 2017-1 in the Subject Territory.

At the hearing, the following method of payment of the special City services to be provided within the proposed special service area will be considered: the levy of a tax by the City on each parcel of property in the proposed special service area, sufficient to produce revenues to provide special municipal services to the proposed special service area; the proposed rate of taxes for the initial year shall not exceed \$1.10 for every \$100.00 of equalized assessed value and the maximum rate of such taxes to be extended in any year within the proposed special service area shall not exceed \$ 1.10 for every \$100.00 of equalized assessed value.

Section 6: Notice of Public Hearing. Notice of hearing shall be published at least once not less than fifteen (15) days prior to the public hearing specified in Section 5 above, in a newspaper of general circulation in the City. In addition, notice shall be given by depositing the notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed special service area. This notice shall be mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the taxpayer of record. The notice shall be in substantially the form set forth in *Exhibit B* attached hereto and made a part of this Ordinance.

Section 7: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

CITY CLERK

CARLO COLOSIMO	_____	KEN KOCH	_____
JACKIE MILSCHEWSKI	_____	ARDEN JOE PLOCHER	_____
CHRIS FUNKHOUSER	_____	JOEL FRIEDERS	_____
SEAVER TARULIS	_____	ALEX HERNANDEZ	_____

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

MAYOR

EXHIBIT A
LEGAL DESCRIPTION AND PROPERTY INDEX NUMBERS

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 Tax Index Number: 02-29-100-004 and 02-29-100-005

Common Address: 1690 Cannonball Trail Yorkville, Illinois 60560

The approximate location is east of Cannonball Trails and north of US 34 (Veterans Parkway) in Yorkville, Illinois.

EXHIBIT B

Notice of Hearing

United City of Yorkville, Illinois Special Service Area Number 2017-1

Notice is Hereby Given that on June 13, 2017, at 7:00 p.m. in the City Hall building at 800 Game Farm Road, Yorkville, Illinois, a hearing will be held by the United City of Yorkville (the "City") to consider forming a special service area to be called Special Service Area 2017-1 consisting of the following described real property legally described as:

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 Tax Index Number: 02-29-100-004 and 02-29-100-005

Common Address: 1690 Cannonball Trail Yorkville, Illinois 60560

The approximate location is east of Cannonball Trails and north of US 34 (Veterans Parkway) in Yorkville, Illinois.

The general purpose of the formation of the Special Service Area 2017-1 is to provide special governmental services serving the Special Service Area that may include:

- (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches;
- (2) the maintenance and care, including erosion control of the property surrounding such detention and retention ponds and basins, drainage swales and ditches;
- (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures;
- (4) the care, maintenance and restoration of wetland areas; and
- (5) the administrative costs incurred by the City in connection with the above (collectively, the "Services") within the Special Service Area.

All interested persons, including all persons owing taxable real property located within Special Service Number 2017-1 will be given an opportunity to be heard and file written objections regarding the formation of and the boundaries of the Special Service Area and may object to the formation of the area and the levy of taxes affecting said area.

It is proposed that to pay for such Services the City shall levy an annual tax not to exceed \$1.10 for every \$100.00 of equalized assessed value of the property in the Special Service Area to pay the annual cost of providing such Services. The proposed amount of the tax levy for the initial year for which taxes will be levied within the special service area will not exceed \$1.10 for every \$100.00 of equalized assessed value. No City Special Service Area bonds will be issued.

At the hearing, all interested persons affected by the formation of such Special Service Area, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The hearing may be adjourned by the Mayor and City Council without notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the Special Service Area is filed with the City Clerk within sixty (60) days following the final adjournment of the public hearing objecting to the creation of the Special Service Area or the levy of an annual tax in the area, no such area may be created, or no such levy may be made within the next two years.

Dated this ____ day of _____, 2017

Beth Warren
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 checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Planning & Zoning Commission #1

Tracking Number

PZC 2017-04

Agenda Item Summary Memo

Title: PZC 2017-04 Fitness and Health Club Text Amendment

Meeting and Date: City Council - May 23, 2017

Synopsis: Ordinance and PZC Memo adding a new definition for health and fitness clubs to
The Zoning Ordinance and permitting them in B2, B3, B4, and M1 Districts

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: _____
Name Department

Agenda Item Notes:



Memorandum

To: Planning and Zoning Commission
From: Jason Engberg, Senior Planner
CC: Krysti J. Barksdale-Noble, Community Development Director
Date: May 3, 2017
Subject: **PZC 2017-04 Fitness and Health Club Text Amendment**

Summary

Over the past several months, the City of Yorkville has received commercial permit applications for yoga studios, crossfit gyms, and other health and fitness clubs. Staff is recommending text amendments to the Zoning Ordinance to clarify the definition of these establishments and within which zoning districts they are permitted.

Background

In May of 2015, the Plan Commission was presented with a text amendment to the Zoning Ordinance regarding fitness clubs. Staff was receiving requests to open “Crossfit” type clubs in the M-1 Limited Manufacturing District. The Ordinance at that time only allowed “Health Clubs and Gymnasiums” in the B-2, B-3, and B-4 Business Districts. Therefore, it was recommended that these “Crossfit” types of uses should be considered a “Fitness Club” and be permitted in the M-1 Limited Manufacturing District. The addition of the fitness club category into the Zoning Ordinance also ensured that crossfit clubs were not considered acceptable home occupations.

The requested change was recommended for approval and adopted by the City Council in June of 2015. There are two issues which have arisen since this amendment was adopted in 2015. First, while the purpose and definition was explained in the initial memorandum to the Plan Commission, a definition for fitness club was never coded into the Zoning Ordinance. This causes a problem when trying to identify the difference between a “health club” and a “fitness club” when reviewing commercial permit applications.

The other issue is with how the Zoning Ordinance separates these uses. The uses are similar in nature and should be allowed in the same districts. There is not a practical reason to only allow crossfit gyms in the manufacturing districts and only allow typical gyms in business districts. By only allowing each in their respective districts, it creates confusion to residents and staff as to why one use is allowed while the other very similar use is not allowed.

Proposed Revisions

In order to add clarity to the Zoning Ordinance and resolve the issues which have occurred recently, staff is recommending a text amendment to the Zoning Ordinance. The first revision will add a unified definition for “Health and Fitness Club/Center” in Section 10-2-3, which will include gyms, yoga studios, crossfit, or any other type of fitness studio. The second revision will create a new line for “Health and Fitness Club/Center” in Section 10-6-0: Table 10.06.03 Business Uses, which will permit this use in the B-2, B-3, B-4, and M-1 Districts. The last revision will eliminate the “Fitness clubs” line and the “Health club or gymnasium” line as they will now be one singular use. The exact revisions as they will appear in the Zoning Ordinance are attached to this memorandum for review.

Other neighboring communities handle these types of uses similarly. For example, Oswego has crossfit and indoor golf uses within their M-2 Manufacturing District as well as allowing gymnastic facilities in both its B-3 Commercial District and its M-2 Manufacturing District. Plainfield has gymnastic and baseball training facilities in their I-1 Industrial District as well as having crossfit uses in both their I-1 Industrial District and B-3 Commercial District. Montgomery has a Planet Fitness in their B-2 Commercial District, a crossfit facility in their M-2 Manufacturing District, and a dance studio in their M-1 Manufacturing District. Yorkville already allows these types of uses within the B-2, B-3, B-4, and M-1 use, the proposed text amendment will add clarity for those reviewing commercial permits and potential future business owners looking to locate in Yorkville.

Staff Recommendation

Staff believes these changes to the Zoning Ordinance will be beneficial to staff and business owners. By adding a definition and allowing these types of uses in all of the proposed districts, it will allow the permitting process to be more efficient as well as provide a larger availability for potential businesses without harming local community character. Staff is requesting recommendation for approval by the Planning and Zoning Commission on the proposed text amendments to the Zoning Ordinance.

Proposed Motion for Amendments

In consideration of testimony presented during a Public Hearing on May 10, 2017, the Planning and Zoning Commission recommends approval to the City Council of a request to amend the United City of Yorkville Zoning Ordinance as presented by staff in a memorandum dated May 3, 2017 and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

Attachments

1. 10-2-3: Definitions | Health and Fitness Clubs/Centers Definition
2. 10-6-0: Use Tables: Table 10.06.03 Business Uses | Health and Fitness Clubs/Centers

Ordinance No. 2017-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING THE YORKVILLE ZONING ORDINANCE BY ADDING THE DEFINITION OF HEALTH AND FITNESS CLUB/CENTER AND ADDING SUCH USE AS PERMITTED USES IN THE B-2, B-3, B-4 AND M-1 ZONING DISTRICTS

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

WHEREAS, pursuant to Section 10-4-10 of the Yorkville Zoning Ordinance the City may initiate amendments to the Yorkville Zoning Ordinance; and,

WHEREAS, the City filed seeking an amendment to the Yorkville Zoning Ordinance to add the definition of Health and Fitness Club/Center and allowing such use in the City’s B-2, B-3, B-4 and M-1 zoning districts; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on May 10, 2017, to consider the request and made recommendations to the City Council to approve the requested text amendments.

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

Section 1: The above recitals are incorporated and made a part of this Ordinance.

Section 2: That Section 10-2-3, Definitions, of the United City of Yorkville Zoning Ordinance of the Yorkville City Code is hereby amended by adding the following definition:

“HEALTH AND FITNESS CLUB/CENTER: A facility which provides for individual or group exercise activities. Programs may include but are not limited to aerobics, calisthenics, weight training, running, swimming, court games, studio lessons and all types of instructional classes related to physical fitness. Health and Fitness Clubs/Centers may offer a variety of recreational and fitness amenities such as weightlifting machines, free weights, swimming pools, gymnasiums, studios, sport courts, shower and changing areas and may include incidental uses such as childcare facilities, food services, saunas, and pro shops oriented towards customers during their use of the club/center.”

Section 3: That Table 10.06.03 of the United City of Yorkville Zoning Ordinance of the Yorkville City Code be and is hereby amended by deleting “Fitness clubs” and “Health club or gymnasium” from the list of uses and adding as a permitted use “Health and Fitness Club/Center” in the following zoning districts:

“B-2, retail commerce business district
B-3, general business district
B-4, service business district
M-1, limited manufacturing district”

Section 4: This Ordinance shall be in full force and effect after its passage, publication, and approval as provided by law.

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

City Clerk

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVER TARULIS _____

ALEX HERNANDEZ _____

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

Mayor