

## **United City of Yorkville**

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

www.yorkville.il.us

# AGENDA CITY COUNCIL MEETING Tuesday, September 26, 2017 7:00 p.m.

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

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk: WARD I WARD II WARD III WARD IV

Carlo Colosimo Jackie Milschewski Chris Funkhouser Seaver Tarulis Ken Koch Arden Joe Plocher Joel Frieders Alex Hernandez

**Establishment of Quorum:** 

Amendments to Agenda:

**Presentations:** 

**Public Hearings:** 

**Citizen Comments on Agenda Items:** 

#### **Consent Agenda:**

- 1. PS 2017-15 Ordinance Amending the Yorkville City Code as it Relates to the Use of Other Power-Driven Mobility Devices *authorize the Mayor and City Clerk to execute*
- 2. PW 2017-58 Water Department Reports for April, May and June 2017
- 3. PW 2017-59 Autumn Creek Unit 2C Acceptance accept the public improvements of water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees as described in the Bill of Sale for ownership and maintenance by the City and authorize the release of the existing security upon receipt of a maintenance guarantee in the amount of \$240,015.05, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale
- 4. PW 2017-60 Kennedy Road Shared Use Path (ITEP) Authorization Nos. 1 and 2 *authorize the City Administrator to execute*
- 5. PW 2017-61 Road to Better Roads Program 2018 approval of the 2018 Road to Better Roads plan (FY 19) as described in the memo from Engineer Sanderson dated September 14, 2017
- 6. PW 2017-62 Ordinance Amending the Traffic Schedule and Index *authorize the Mayor and City Clerk to execute*
- 7. ADM 2017-62 Monthly Treasurer's Report for July and August 2017

### Consent Agenda (cont'd):

8. ADM 2017-67 Ordinance Authorizing the Fifth Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2017 and Ending on April 30, 2018 – *authorize the Mayor and City Clerk to execute* 

#### **Minutes for Approval:**

**Bills for Payment (Informational):** \$1,346,124.75

### Mayor's Report:

1. CC 2017-51 Well No. 9 Re-Installation Authorization

#### **Public Works Committee Report:**

1. PW 2017-63 Ordinance Amending the Water Use and Service Regulations – First Reading

## **Economic Development Committee Report:**

**Public Safety Committee Report:** 

### **Administration Committee Report:**

1. ADM 2017-69 Resolution Approving the Seventh Amended Intergovernmental Cooperation Agreement for Participation in the Aurora Area Convention & Visitors Bureau

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**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: October 18, 2017 – 6:00 p.m. – City Hall Conference Room

CommitteeDepartmentsLiaisonsChairman:Alderman MilschewskiFinanceLibrary

Vice-Chairman: Alderman Plocher Administration

Committee: Alderman Funkhouser Committee: Alderman Hernandez

### COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

ECONOMIC DEVELOPMENT: October 3, 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

PUBLIC SAFETY: October 5, 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: October 17, 2017 – 6:00 p.m. – City Hall Conference Room

CommitteeDepartmentsLiaisonsChairman:Alderman FriedersPublic WorksPark BoardVice-Chairman:Alderman KochEngineeringYBSD

Committee: Alderman Milschewski Parks and Recreation

Committee: Alderman Tarulis

## UNITED CITY OF YORKVILLE WORKSHEET CITY COUNCIL

## Tuesday, September 26, 2017 7:00 PM

CITY COUNCIL CHAMBERS

AME	NDMENTS TO AGENDA:
CITIZ	ZEN COMMENTS ON AGENDA ITEMS:
CONS	SENT AGENDA:
1.	PS 2017-15 Ordinance Amending the Yorkville City Code as it Relates to the Use of Other Power-Driven Mobility Devices
	☐ Approved: <b>Y N</b> □ Subject to
	☐ Removed
	□ Notes

☐ Approved: <b>Y</b>	N	Subject to	
☐ Removed			
□ Notes			
PW 2017-59 Autumr		-	
		Dubject to	
□ Notes			
		red Use Path (ITEP) – Authorization Nos. 1 and 2	
		Subject to	
☐ Removed			

	$\square$ Approved: <b>Y N</b>	□ Subject to
	Li Notes	
	DW 2017 (2.0 P.	T. CC C. 1. 1. 1. 1. 1.
6.	PW 2017-62 Ordinance Amending the	
		□ Subject to
	☐ Removed	
 7	. ADM 2017-62 Monthly Treasurer's R	opert for July and August 2017
1.	_	
		□ Subject to
	Removed	
	Li Kellioved	

8.		rizing the Fifth Amendment to the Annual Budget for the Fiscal Year d Ending on April 30, 2018
		□ Subject to
BILL	S FOR PAYMENT:	
1.	Bills for Payment (Inf	
	= -	
MAY	OR'S REPORT:	
1	CC 2017-51 Well No.	llation Authorization
		□ Subject to

PUBL	IC WORKS COMM		
1.			ng the Water Use and Service Regulations – First Reading
			Subject to
	□ Notes		
ADM	INISTRATION COM	IMITTEE:	
1.		a Area Conv	vention and Visitors Bureau – Seventh Amended Intergovernmental
	☐ Approved: <b>Y</b>	N	□ Subject to
	☐ Removed		
	□ Notes		
ADDI	TIONAL BUSINESS	:	

CITIZEN COMMENTS:		



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

Agenda Item Number
Consent Agenda #1
Tracking Number
PS 2017-15

## **Agenda Item Summary Memo**

Title: Ordinance Amend	ing City Code as	s it Relates to the Use of Other Power-Driven Mobility Device
Meeting and Date: C	ity Council – S	September 26, 2017
Synopsis: See attached	memo.	
<b>Council Action Previou</b>	usly Taken:	
Date of Action: $PS - 9/9$	07/17 A	Action Taken: Moved forward to CC consent agenda.
Item Number: PS 201	7-15	
Type of Vote Required	: Majority	
Council Action Reques	sted: Approva	.1
Submitted by:	Bart Olso	on Administration
	Name	Department
	A	Agenda Item Notes:



## Memorandum

To: Public Safety Committee From: Bart Olson, City Administrator

CC:

Date: August 29, 2017 Subject: ADA and golf carts

### **Summary**

Approval of an ordinance clarifying that use of power driven mobility devices in accordance with the American with Disabilities Act is allowable on City properties.

### **Background**

This item was last discussed by City Council in early 2017, when the City Council approved a code amendment prohibiting golf carts and other motor driven vehicles from being used on City building grounds. Prior to approval of that ordinance, a resident could have transported a golf cart or similar device up to a City property (like City Hall) and driven around the open areas. The ordinance addressed that narrow loophole, but was mistakenly interpreted by some residents and outside entities to be a new regulation on the wider use of golf carts on City streets and sidewalks.

As a result of that misinterpretation, City staff was contacted by an outside entity that advocates for individuals with mobility disabilities. This organization presented the City with information from the federal government that golf carts and other large motor driven vehicles may qualify as a mobility device under the ADA. While the City has never asserted that it would not comply with the ADA, we felt it could be more clear within the City Code that certain exceptions under ADA would apply. The draft ordinance (attached) codifies and clearly states that ADA exceptions to the code would apply. For individuals with a qualified disability under ADA, use of a golf cart or other power driven vehicle would be allowed on sidewalks and City properties.

#### **Recommendation**

Staff recommends approval of the ordinance.

<b>Ordinance</b>	No.	2017-
OI WIIIWIICC	1100	<b>=</b> V1/

## AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING THE YORKVILLE CITY CODE AS IT RELATES TO THE USE OTHER POWER-DRIVEN MOBILITY DEVICES

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

**WHEREAS**, the Mayor and City Council desire to amend the Yorkville City Code in regards to use of "non-highway vehicles", as defined by the Yorkville City Code, by individuals with mobility disabilities.

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

**Section 1**. That Section 7-11-2 of Title 7 of the Yorkville City Code is hereby amended by deleting said section in its entirety and inserting in lieu thereof the following:

#### 7-11-2: RESTRICTED USE OF NON-HIGHWAY VEHICLES:

It shall be unlawful to operate any non-highway vehicle on any Public Road or on any City Property within the corporate limits of the United City of Yorkville, except as operated by individuals with mobility disabilities in accordance with Title II of the Americans with Disabilities Act of 1990.

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

Passed by the City Council of the	e 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
_ day of	, 2017.	
		MAYOR
		WINTOK
Attest:		
City Clark		_
City Clerk		



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

Agenda Item Number
Consent Agenda #2
Tracking Number
PW 2017-58

	Agenda Item Su	mmary Memo		
Title: Water De	partment Reports for April, May	and June 2017		
Meeting and Da	te: City Council – September 2	6, 2017		
Synopsis: Mont	hly water reports.			
Council Action	Previously Taken:			
Date of Action:	PW – 9/19/17 Action Take	n: Moved forward to CC consent agenda.		
Item Number:	PW 2017-58			
Type of Vote Re	equired: Majority			
<b>Council Action</b>	Requested: Approval			
Submitted by: _		Public Works		
	Name	Department		
Agenda Item Notes:				



## United City of Yorkville WATER DEPARTMENT REPORT

APRIL 2017 MONTH / YEAR

## **WELLS**

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE ( GALLONS)
3	(1221)	(1 has hea 1 )	(1 = 1)	Abandoned
4	1401	665	191	17,898,000
7	1527	1105	430	6,940,000
8	1384	840	170	9,656,000
9	1368	870	463	9,463,000
			TOTAL	43,957,000

9 1368	870	463	9,463,000			
		TOTAL	43,957,000			
CURRENT MONTH'S PUMPA	AGE IS <u>3,92</u>	<u>9,000</u> <b>GALLON</b> S m	nore Than Last Month			
	2,79	0,000 GALLONS m	nore <b>THAN LAST YEAR</b>			
DAILY AVERAGE PUMPED:	1,46	5,233 GALLONS				
DAILY MAXIMUM PUMPED:	2,27	1,000 GALLONS				
DAILY AVERAGE PER CAPI	TA USE:8	1.40 GALLONS				
WATER TREATMENT:						
CHLORINE:	798 LBS. FED	CALCULATED CON	ICENTRATION: 2.00 MG/L			
	809 LBS. FED	CALCULATED CON	•			
_	056_LBS. FED		CENTRATION: 1.00 MG/L			
WATER QUALITY:						
BACTERIOLOGICAL SAMPL 22 SATISFACTORY		NOIS ENVIRONMENTAL PR UNSATISFACTORY (EXPL				
FLUORIDE: 3 SAMPL	E(S) TAKEN	CONCENTE	RATION: <u>0.86</u> MG/L			
MAINTENANCE:						
NUMBER OF METERS REPLACED: 6 NUMBER OF LEAKS OR BREAKS REPAIRED: 0 BATTERIES REPLACED: 0						
NEW CUSTOMERS:	NEW CUSTOMERS:					
RESIDENTIAL: 15	_ COMMERCIA	L: 0 INDU	JSTRIAL/GOVERNMENTAL: 0			
COMMENTS:						



## United City of Yorkville WATER DEPARTMENT REPORT

MAY 2017 MONTH / YEAR

**WELLS** 

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE ( GALLONS)
3				Abandoned
4	1401	665	204	21,645,000
7	1527	1105	430	8,083,000
8	1384	840	170	10,851,000
9	1368	870	463	11,574,000
,		-	TOTAL	52,153,000

	1500	070		105	11,374,000	
				TOTAL	52,153,000	
CURRE	NT MONTH'S PUMP	AGE IS8	,196,000	_ GALLONS m	nore THAN LAST MONTH	
		3	,053,000	_ GALLONS m	nore <b>Than Last Year</b>	
DAILY	AVERAGE PUMPED:	1	,682,354	GALLONS		
DAILY	MAXIMUM PUMPED		416,000	GALLONS		
DAILY	AVERAGE PER CAPI	TA USE:	93.46	GALLONS		
WATE	R TREATMENT:					
CHLOR	INE: 1,1	l73 LBS. FED		CALCULATED CON	ICENTRATION:1.0	00MG/L
FLUORI	IDE: <u>2</u>	258_ LBS. FED			CENTRATION:8	
POLYPH	HOSPHATE: 1,1	LBS. FED		CALCULATED CON	CENTRATION:1.0	00 MG/L
WATE	R QUALITY:					
				ENVIRONMENTAL PR TISFACTORY (EXPL	ROTECTION AGENCY: AIN)	
FLUORI	IDE: <u>3</u> SAMPL	ES TAKEN		CONCENTE	RATION:86_ MG/L	
MAINT	ENANCE:					
NUMBE	R OF METERS REPL	ACED: <u>6</u> 4XU'S: <u>7</u>		ER OF LEAKS OR BRI RIES REPLACED: _	EAKS REPAIRED: 1	
NEW C	USTOMERS:				<u>.</u>	
RESIDE	NTIAL:7_	COMMERCIAL:	0	INDU	JSTRIAL/GOVERNMENTA	L: <u>0</u>
СОММ	ENTS:					



**COMMENTS:** 

## United City of Yorkville WATER DEPARTMENT REPORT

JUNE	2017
MONTH	/ YEAR

**WELLS** 

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)		
3				Abandoned		
4	1401	665	204	25,489,000		
7	1527	1105	430	10,445,000		
8	1384	840	170	17,245,000		
9	1368	870	463	12,174,000		
			TOTAL TREATED	65,353,000		
CURRE	NT MONTH'S PUMPA	AGE IS <u>13,2</u>	<u>00,000</u> GALLONS r	more THAN LAST MONTH		
		11,8	<u>27,000</u> GALLONS r	more <b>THAN LAST YEAR</b>		
DAILY	AVERAGE PUMPED:	2,17	78,433 GALLONS			
DAILY	MAXIMUM PUMPED:	<del></del>	87,000 GALLONS			
DAILY AVERAGE PER CAPITA USE: 121.02 GALLONS						
WATER TREATMENT:						
CHLOR	INE: <u>1,</u> 4	82 LBS. FED	CALCULATED CON	CENTRATION: 1.0 MG/L		
FLUOR	IDE: <u>3</u>	14 LBS. FED	CALCULATED CON	CENTRATION:75 MG/L		
POLYPHOSPHATE: 1,540 LBS. FED CALCULATED CONCENTRATION: 1.0 MG/L						
WATE	R QUALITY:					
BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:  22 SATISFACTORY 0 UNSATISFACTORY (EXPLAIN)						
FLUORIDE: 3 SAMPLES TAKEN CONCENTRATION:75 MG/L						
MAINTENANCE:						
NUMBE	R OF METERS REPL		NUMBER OF LEAKS OR BR BATTERIES REPLACED: _			
NEW C	CUSTOMERS:					
RESIDE	RESIDENTIAL: COMMERCIAL: INDUSTRIAL/GOVERNMENTAL:0					



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

Agenda Item Number
Consent Agenda #3
Tracking Number
PW 2017-59

## **Agenda Item Summary Memo**

Title: Autumn Creek	- Unit 2C Acceptance	
Meeting and Date:	City Council – September 26, 2017	
Synopsis: Subdivision	n Acceptance Consideration	
Council Action Previo	usly Taken:	
Date of Action: PW – 9	9/19/17 Action Taken: Move	ed forward to CC consent agenda.
Item Number: PW 20	17-59	
Type of Vote Require	d:	
Council Action Reque	sted: Consideration of Approval	
•		
Submitted by:	Brad Sanderson	Engineering
	Name	Department
	Agenda Item Notes	S:
	_	



## Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, Deputy City Clerk

Date: August 30, 2017

Subject: Autumn Creek - Unit 2C

Pulte has requested that the City accept the public improvements for Autumn Creek - Unit 2C for ownership and maintenance (see attached).

All work related to the public improvements in Unit 2C, including punch list work has been completed. We recommend that the public improvements within the above described unit for water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

As required by City Code, the developer will be responsible to provide a performance guarantee to cover the one year maintenance period. This period starts after the City formally accepts the improvements.

Along with final acceptance, there is a bond reduction to 10% of the value of the public improvements (Maintenance Guarantee). Accordingly, the bond reduction and guarantee value shall be as follows:

#### Unit 2C Improvements

Original Value \$2,400,150.50 Current Value \$698,869.88 **Required Value (10% of Original) \$240,015.05** Net Reduction \$458,854.83

Upon City Council approval of the acceptance and the receipt of the executed Bill of Sale and maintenance guarantee, the existing security may then be released. If you have any questions or require additional information, please call.



August 18, 2017

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

Re: Autumn Creek Subdivision Bond Phase 2C

Dear Krysti:

Pulte Homes has completed the installation of the public improvements and associated punch list items in Autumn Creek Unit 2C. Pulte Homes is formally requesting City Acceptance of the public improvements within this unit:

Bond # K08230456 - Autumn Creek 2A, in the amount of \$698.869.88: Formal Acceptance onto Maintenance requested.

If I can be of any further assistance, please do not hesitate to contact Joe Marx or myself.

Thank you,

JoAnne M. Bowers DRE/HOA Manager

Pulte Homes 847-230-5330

Cc: Brad Sanderson EEI

Joe Marx



## **BILL OF SALE**

Seller,, in c hereby acknowledged, does hereby sell of Yorkville, an Illinois municipal co 60560, the following personal proper development know as Autumn Creek —	, assign, transfer and orporation, at 800 G ty to wit described it	convey to the <i>Buye</i> ame Farm Road, n Exhibit A attack	er, the United City Yorkville, Illinois ned hereto for the
Seller hereby represents and w property, that said property is free an Seller has full right, power, and authorical	d clear of all liens,	charges and encun	nbrances, and that
IN WITNESS WHEREOF,			
Subscribed and Sworn to before me this day of, 20			
Notary Public			

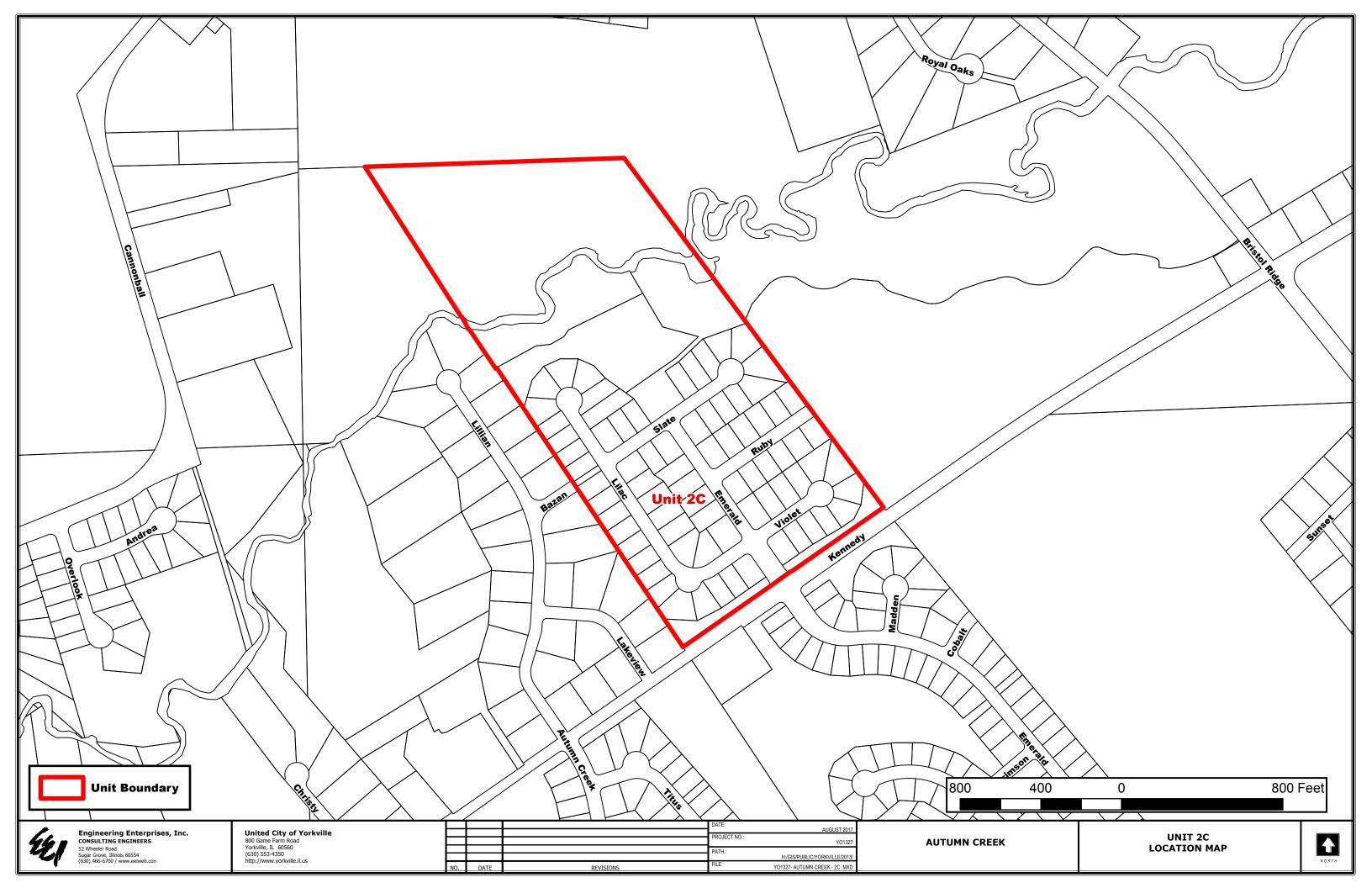
## EXHIBIT A AUTUMN CREEK - UNIT 2C SUBDIVISION UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITY
STORM SEWER CONSTRUCTION		
STONE RIP RAP, CLASS A3	SQ YD	60
TRENCH BACKFILL	CU YD	564
HDPE PERF STORM SEWERS, 10"	FOOT	387
HDPE PERF STORM SEWERS, 12"	FOOT	864
HDPE PERF STORM SEWERS, 15"	FOOT	524
HDPE PERF STORM SEWERS, 21"	FOOT	684
HDPE PERF STORM SEWERS, 24"	FOOT	362
STORM SEWERS, CLASS A, TY 2, 12"	FOOT	1,173
STORM SEWERS, CLASS A, TY 2, 15"	FOOT	834
STORM SEWERS, CLASS A, TY 2, 18"	FOOT	600
STORM SEWERS, CLASS A, TY 2, 21"	FOOT	263
STORM SEWERS, CLASS A, TY 2, 24"	FOOT	471
STORM SEWERS, CLASS A, TY 2, 30"	FOOT	333
STORM SEWERS, CLASS A, TY 2, 36"	FOOT	385
STORM SEWERS, CLASS A, TY 2, 42"	FOOT	45
CATCH BASINS, TYPE A 4' DIAMETER	EACH	28
INLETS, TYPE A 2' DIA	EACH	36
PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15" W/ GRATE	EACH	1
PRECAST REINFORCED CONCRETE FLARED END SECTIONS 42" W/ GRATE	EACH	1
MANHOLES, TYPE A, 4' DIAMETER	EACH	14
MANHOLES, TYPE A, 5' DIAMETER	EACH	18
MANHOLES, TYPE A, 6' DIAMETER	EACH	8
4" PVC SUMP CONNECTION	EACH	75
WATER MAIN CONSTRUCTION		
8 - INCH WATER MAIN, DUCTILE IRON	FOOT	5,725
FIRE HYDRANTS	EACH	16
AUTOMATIC FLUSHING FIRE HYDRANTS	EACH	1
8" VALVE AND VALVE BOX	EACH	13
1" SINGLE FAMILY WATER SERVICE INCLUDING TRENCH BACKFILL (LI	EACH	28
1" SINGLE FAMILY WATER SERVICE INCLUDING TRENCH BACKFILL (SI	EACH	47
TRENCH BACKFILL	CU YD	300
SANITARY SEWER CONSTRUCTION		4.442
TRENCH BACKFILL	CU YD	1,142
8" PVC (SDR 26) SANITARY SEWER (0'-15' DEEP) 8" PVC (DR-18) SANITARY SEWER (0'-15' DEEP)	FOOT FOOT	2,210 1,646
12" PVC (C900) SANITARY SEWER (0'-15' DEEP)	FOOT	190

Roadway	Unit	Quantity
SLATE DRIVE	FOOT	380
SLATE COURT	FOOT	550
EMERALD LANE	FOOT	1,340
LILAC COURT	FOOT	520
LILAC WAY	FOOT	1,200
RUBY DRIVE	FOOT	605
VIOLET COURT	FOOT	560

## EXHIBIT A AUTUMN CREEK - UNIT 2C SUBDIVISION UNITED CITY OF YORKVILLE

4' SANITARY MANHOLES (0'-15' DEEP)	EACH	19
6" SANITARY SEWER SERVICE INCLUDING TRENCH BACKFILL (LONG)	EACH	41
6" SANITARY SEWER SERVICE INCLUDING TRENCH BACKFILL (SHORT	EACH	34
MISCELLANOUS UNDERGROUND CONSTRUCTION		
STREETLIGHTS	EACH	18
ROADWAY CONSTRUCTION		
PCC SIDEWALK 5" W/ 2" AGG SUBBASE (6" THRU DRIVE W/ AGG BAS	SQ FT	39,976
BIKE PATH 8' WIDTH (2" MA SURFACE COURSE W/ 8" AGGREGATE B	SQ YD	1,922





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

Agenda Item Number
Consent Agenda #4
Tracking Number
PW 2017-60

## **Agenda Item Summary Memo**

Title: Kennedy Road Share	ed Use Path (ITEP)	
Meeting and Date: City C	Council – September 26, 201	7
Synopsis: Consideration of	f Authorization Nos. 1 & 2	
<b>Council Action Previously</b>	Taken:	
Date of Action: $PW - 9/19/7$	Action Taken: Mo	oved forward to CC consent agenda.
Item Number: PW 2017-60	)	
Type of Vote Required:		
<b>Council Action Requested:</b>	Consideration of Approva	1
Submitted by:	Brad Sanderson	Engineering
	Name	Department
	Agenda Item Not	tes:



## Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, Deputy City Clerk

Date: September 5, 2017

Subject: Kennedy Road Shared Use Path (ITEP) – Authorizations 1 & 2

The purpose of this memo is to present Authorizations 1 & 2 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 "D" Construction, Inc. entered into an agreement for a contract value of \$753,941.81 for the above referenced project. Construction began on July 17, 2017 and the project is approximately 65% complete.

The construction costs are being funded by ITEP funds (federal) and local funds. The maximum federal participation amount is \$883,336.00, inclusive of all change orders (authorizations) associated with this contract.

#### **Questions Presented:**

Should the City approve Authorizations Nos. 1 (\$7,420.00) and 2 (\$605.88) in the amount of \$8,025.88?

#### **Discussion:**

<u>Authorization No. 1</u> covers additional labor, equipment and materials required to place thermoplastic pavement marking symbols, including:

• Railroad warning symbols in advance of the pedestrian crossing at the Burlington Northern Santa Fe Railroad at-grade crossing.

<u>Authorization No. 2</u> covers additional labor, equipment and materials required to remove and replace unsuitable soils encountered during excavation including:

- Excavation of unsuitable soils.
- Replacement of excavated material with 6 inches of CA-06 aggregate.

The net change to date for authorizations is \$8,025.88 which is a 1.06% increase to the original contract value bringing a revised contract value to date of \$761,967.69. The City will be responsible for 20% of the total or \$1,605.18.

We have attached IDOT form BC-22 for Authorization Nos. 1 & 2 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 Authorizations.

#### **Action Required:**

Consideration of approval from the City Council for Authorizations 1 & 2.



Print Date: 09/03/2017

Authorization No. 1
Sheet 1 of 1

## **Authorization of Contract Changes**

✓ Contract Adjustment  Change Order  ✓ Consultant  InHouse			Po	DI/ PoC	CI			Date: County: Section:		endall 0-00042-00-BT		
		☐ Major Change ✓ Minor Change				Route District: Contract: Job No.:		FAU 3793 3 87628 C9308815				
Consultant's N	lame	e: E	Enginee	ring Er	nterpris	ses, Inc.			Project No.:	TE	E-00D3 (091)	
Contractor: Address:	14		struction South Br ity	roadwa	y IL	60416-						
he following chang stimated quantities nder the fund type	s are	shown	below at	the awa	rded coi	ntract pric	e designation	ignated sectior ept as indicate	of highway improd. The first addition	vement n of an i	is authorized and d tem not in the origir	irected. The nal contract
tem No.   *   C	Cat ]	Pay It	em			Unit		Quantity	Unit Price	A/D	Addition	Deduction
	FAS	ID:	L22EK	01		C	CS Co	ode 0930028	3			
K9300100 * 3	33	REM	& DIS UN	NS MAT	REP C	SQ YD		530.000	14.0000	A	\$7,420.00	\$0.00
Amount of Origina	al Con	tract:	\$7	53,941.8	1				Totals;		\$7,420.00	\$0.00
	ato:		¢	7 400 0	. D.	rcent Cha		0.000/	Net Change:		7,420.00	
	aie.			67,420.00	) Ре	rcent Cha	nge:	0.98%	Tet Glange,		7,120.00	
Net Change To D				·	) Pe	ercent Cha	nge:	0.90%	rvet Ollange,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Net Change To Da	Ken	·	Road, Yo	rkville, IL					THE S		DF ILLINOIS of Transportation	1
Net Change To Di	Ken 102 were	5+34 to e enco constr	Road, Yor o 1033+2 untered t	rkville, IL 4 and 10 hat were	75+28 1 unsuita s, requi	to 1077+1 able for pe ireing an u	5, soils	s nt	THE S	artment	DF ILLINOIS of Transportation	Date
Project Location: Description and Reason:	Ken 102: were and and (G3)	5+34 to e enco constr replac	Road, Yor o 1033+2 untered t uctability ement wi	rkville, IL 4 and 10 hat were purpose tith CA-06	75+28 t unsuita s, requi s stone. mine tha	to 1077+1 ble for pe reing an u	5, soils maner ndercu	s nt ut	THE S By the Depa Randall S. Bland	artment kenhorn,	DF ILLINOIS of Transportation	Date
Project Location: Description and Reason: Determination:	Ken 102 were and and (G3) gerr chai	5+34 to e enco constr replac ) The unane to nge rep tract, b	Road, You o 1033+2 untered t uctability ement wi undersign o the orig presents	rkville, IL 4 and 10 hat were purpose ith CA-06 ed deter inal cont an adjus	75+28 tunsuita s, requi s stone. mine tha ract as s tment re	to 1077+1 ble for pe reing an u	5, soils maner ndercu nge is cause the	ant ut	THE S By the Depa Randall S. Bland	artment kenhorn, f Fiscal	OF ILLINOIS of Transportation Secretary Officer, Director of F	Date F&A
Project Location: Description and Reason:	Kenn 102 were and and (G3) gerrichar confi	5+34 to e enco constr replac ) The unane to nge rep tract, b	Road, You o 1033+2 untered t uctability ement wi undersign o the orig oresents ased on	rkville, IL 4 and 10 hat were purpose ith CA-06 ed deter inal cont an adjus	75+28 t unsuita s, requi s stone. mine tha ract as tment re table de	to 1077+1 tble for pe direing an u at the cha signed, be equired by	5, soils maner ndercu nge is cause the ts in th	ant ut	THE S By the Depa Randall S. Bland Jeff Heck, Chie	artment kenhorn, f Fiscal	OF ILLINOIS of Transportation Secretary Officer, Director of F	Date F&A Date
Project Location: Description and Reason: Determination:	Kenn 102 were and and (G3) gerrichar confi	5+34 to e enco constr replac ) The unane to nge rep tract, b	Road, You o 1033+2 untered t uctability ement wi indersign o the orig oresents ased on Re	rkville, IL 4 and 10 hat were purpose ith CA-06 hed deten jinal cont an adjus unpredic gional En	175+28 t unsuita s, requi s stone. mine tha ract as s tment re table de	to 1077+1 able for pe ireing an u at the cha signed, be equired by evelopmer	5, soils maner ndercu nge is cause the ts in th	ant ut the	THE S By the Depa Randall S. Bland Jeff Heck, Chie	artment kenhorn, f Fiscal	OF ILLINOIS of Transportation Secretary Officer, Director of F	Date F&A Date
Project Location: Description and Reason: Determination:	Kenn 102 were and and (G3) gerrichar confi	5+34 to e enco constr replac ) The unane to nge rep tract, b	Road, You o 1033+2 untered t uctability ement wi indersign o the orig oresents ased on Re	rkville, IL 44 and 10 hat were 5 purpose ith CA-06 ned deten inal cont an adjus unpredic	175+28 t unsuita s, requi s stone. mine tha ract as s tment re table de	to 1077+1 able for pe ireing an u at the cha signed, be equired by evelopmer	5, soils maner ndercu nge is cause the ts in th	ant ut the	THE S By the Depa Randall S. Blan Jeff Heck, Chie William M. Bari	artment kenhorn, f Fiscal	OF ILLINOIS of Transportation Secretary Officer, Director of F	Date F&A Date Date
Project Location: Description and Reason: Determination:	Kenn 102 were and and (G3) gerrichar confi	5+34 tree enco constr replac ) The unane trange rep tract, b	Road, You o 1033+2 untered t ructability ement wi indersign o the origo oresents ased on Re Engine	rkville, IL 4 and 10 hat were purpose th CA-06 hed deter inal cont an adjus unpredic gional En	175+28 t unsuita s, requi s stone. mine tha ract as s tment re table de	to 1077+1 able for pe ireing an u at the cha signed, be equired by evelopmer	5, soils maner ndercu nge is cause the ts in th	the se	THE S By the Depa Randall S. Blan Jeff Heck, Chie William M. Bari	artment kenhorn, f Fiscal	OF ILLINOIS of Transportation Secretary Officer, Director of Field Counsel Supervisor	Date F&A Date Date

FHWA Representative

BC22 (rev. 01/24/17)



To:

Joe Wick

Attn: H. Fogarty

From:

Wayne Phillips

By: Ryan Lindenmier

Subject:

Agreed Unit Price

Date:

August 10, 2017

X9300100

FAU Route 3793 Section 10-00042-00-BT Kendall County

Kendall County Contract 87628

In their letter of Augsut 3, 2017, the contractor has submitted the following agreed unit prices or credits. In accordance with Construction Memorandum 10-4 (effective September 13, 2010), the District Estimator has reviewed the contractor's submittals and recommends the appropriate action be taken as shown in the *APPROVAL STATUS* column. Please note that any recommended action is based on the specified conditions and quantities shown in the submittal. If conditions and/or quantities change significantly from the original submittal, those affected items should be resubmitted for further review. In cases where proposed prices have been rejected, please have the contractor review their prices or perform the required work at force account.

Item Description	Estimated Quantity	Units	Proposed Price	Approval Status
REM & DIS UNS MAT REP CA6	660	SQ YD	\$14.00	A1

#### A = AcceptedΑ1 Price is reasonable and is in line with district's or state's historical average price. A2 Price is justified; small quantity or unusual conditions exist. Price is fair; estimated costs are equitable to force account methods. Price is fair and is in line with contract unit prices of similar pay items on current contract. Price is fair and is in line with contract unit prices of pay items on similar contracts. Price is fair, see attached worksheet. Price is justified; cost is above normal expected price, but proposed cost of work includes other miscellaneous or incidental work items (i.e., traffic control). Credit is justified and represents costs saving 8A generated from reduced labor, equipment, and material expenses.

7	i	
Î		R = Rejected
	R1	Price is unreasonable and is significantly higher than district's or state's historical average price, Please review
	R2	Price cannot be justified; please provide additional information to support price.
	R3	Price appears higher than costs allowed by force account methods. Please review.
	R4	Price is not in line with contract unit prices of similar pay items on current contract. Please review.
	R5	Price is not in line with contract unit prices of pay items on similar projects. Please review.
	R6	Price appears higher than cost generated by attached worksheet. Please provide additional information.
	R7	Unable to determine an estimated cost of proposed work. Work is unique and no historical costs are available. Please have contractor provide specific
	R8	cost data from other projects to support price.  Credit does not appear to offset expected savings.  Please review.

#### **Todd Wells**

From:

Steve Wahl <s.wahl@dconstruction.net>

Sent:

Thursday, August 03, 2017 2:02 PM

To:

**Todd Wells** 

Cc:

Tim Weidner

Subject:

RE: Undercut AUP

Remove and Dispose Unsuitable Material - \$4/SY CA-6 - \$10/SY

Or

\$14/SY combined in one item

Thank you,

Steve Wahl

"D" Construction, Inc. 1488 S. Broadway Coal City, IL 60416

From: Todd Wells [mailto:TWells@eeiweb.com] Sent: Thursday, August 03, 2017 1:49 PM

To: Steve Wahl Cc: Tim Weidner

**Subject:** Undercut AUP

Steve,

Please provide an AUP for 6" Removal of Unsuitable Material and Replacement With CA-06 (SY)

Regards,

Todd Wells, P.E., C.P.I.I. Senior Project Engineer II

T: (630) 466-6700 C: (773) 454-4214 F: (630) 466-6701 www.eeiweb.com twells@eeiweb.com



Supporting the Communities We Work and Live in

This message may contain confidential information and is intended only for the original recipient. The views or opinions presented in this message are solely those of the sender and do not necessarily represent those of the company, unless specifically stated. If you are not the intended recipient you should not disseminate, distribute



Print Date: 09/03/2017

Authorization No. 2

Sheet 1 of 1

## **Authorization of Contract Changes**

✓ Contract Adjustment  Change Order  ✓ Consultant  InHouse		☐ PoDI/ PoCI ☐ Major Change ☑ Minor Change			Date: County: Section:	K	9/03/2017 endall 0-00042-00-BT	
					Route District: Contract: Job No.:	FAU 3793 3 87628 C9308815		
Consultant's N Contractor: Address:	D Construction 1488 South Br Coal City	oadway IL 6	60416-		Project No.:		E-00D3 (091)	discaled The
estimated quantities under the fund type	ge from the plans in the are shown below at or county is indicated	the awarded contr I by an asterisk.	ract prices	s except as indicat	ed. The first additio	n of an	item not in the origi	nal contract
Item No. * C	at Pay Item	J	Unit	Quantity	Unit Price	A/D	Addition	Deduction
X9300200 * 3	FAS ID: L22EKG	1	CC SQ FT	S Code 093002		A	\$605.88	\$0.00
Average and a figure for	1.00				Totals:		\$605.88	\$0.00
Amount of Origina		53,941.81		4.000/	Net Change:		605.88	φσ.σσ
Net Change To Da	ate: \$	8,025.88 Perc	cent Chanç	ge: 1.06%	rior onango			
·			ent Chang	ge. 1.06%	Ţ	TATE		
Project Location: Description	Kennedy Road, Yor	kville, IL dds letters and sy	rmbols to t	the	THE S		OF ILLINOIS t of Transportation	n
Project Location: Description	Kennedy Road, Yor	kville, IL dds letters and sy nent marking so th	rmbols to t hat railroa	the ad letters	THE S	artmen	OF ILLINOIS t of Transportation	n Date
Project Location: Description and Reason:	Kennedy Road, Yor  This authorization at thermoplastic paver and symbols can be crossing.  (G1) The undersigning germane to the original control of the cont	kville, IL  dds letters and sy nent marking so the added to the path	mbols to that railroath at the railroagned, bec	the d letters ailroad ge is ause	THE S By the Depa Randall S. Blank	artmen	OF ILLINOIS t of Transportation	Date
	Kennedy Road, Yor This authorization athermoplastic paver and symbols can be crossing.  (G1) The undersigned	kville, IL  dds letters and sy nent marking so the added to the path	mbols to that railroath at the railroagned, bec	the d letters ailroad ge is ause	THE S By the Depa Randall S. Blank	artmen kenhorn f Fiscal	OF ILLINOIS t of Transportation , Secretary Officer, Director of	Date F&A
Project Location: Description and Reason:	Kennedy Road, Yor This authorization athermoplastic paver and symbols can be crossing.  (G1) The undersigning germane to the original provision for this wo	kville, IL  dds letters and sy nent marking so the added to the path	mbols to that railroath at the railroagned, bec	the d letters ailroad ge is ause	THE S By the Depa Randall S. Blank Jeff Heck, Chie William M. Barr	artmen kenhorn f Fiscal	OF ILLINOIS t of Transportation , Secretary Officer, Director of	Date F&A Date
Project Location: Description and Reason: Determination:	Kennedy Road, Yor This authorization a thermoplastic paver and symbols can be crossing.  (G1) The undersigne germane to the origi provision for this wo	kville, IL  dds letters and sy nent marking so the added to the path ed determine that nal contract as signs included in the	rmbols to t hat railroa h at the ra the chang gned, bec he original	the ad letters ailroad ge is ause I contract.	THE S By the Depa Randall S. Blank Jeff Heck, Chie William M. Barr	artmen kenhorn f Fiscal	OF ILLINOIS t of Transportation , Secretary Officer, Director of	Date F&A Date

FHWA Representative

Date

BC22 (rev. 01/24/17)



To:

Joe Wick

Attn: H. Fogarty

From:

Wayne Phillips

By: Linda Pohar

Subject:

Agreed Unit Price

Date:

August 18, 2017

X9300200

FAU Route 3793 Section 10-00042-00-BT Kendall County Contract 87628

In their letter of August 15, 2017, the contractor has submitted the following agreed unit prices or credits. In accordance with Construction Memorandum 10-4 (effective September 13, 2010), the District Estimator has reviewed the contractor's submittals and recommends the appropriate action be taken as shown in the *APPROVAL STATUS* column. Please note that any recommended action is based on the specified conditions and quantities shown in the submittal. If conditions and/or quantities change significantly from the original submittal, those affected items should be resubmitted for further review. In cases where proposed prices have been rejected, please have the contractor review their prices or perform the required work at force account.

Item Description	Estimated Quantity	Units	Proposed Price	Approval Status
THPL LTR & SYM	122.4	SQ FT	\$4.95	A1

	A = Accepted
A1	Price is reasonable and is in line with district's or state's historical average price.
A2	Price is justified; small quantity or unusual conditions exist.
A3	Price is fair; estimated costs are equitable to force account methods.
A4	Price is fair and is in line with contract unit prices of similar pay items on current contract.
A5	Price is fair and is in line with contract unit prices of pay items on similar contracts.
A6	Price is fair; see attached worksheet.
A7	Price is justified; cost is above normal expected price, but proposed cost of work includes other miscellaneous or incidental work items (i.e., traffic control).
A8	Credit is justified and represents costs saving generated from reduced labor, equipment, and material expenses.

70		
		R = Rejected
	R1	Price is unreasonable and is significantly higher than district's or state's historical average price. Please review.
	R2	Price cannot be justified; please provide additional information to support price.
	R3	Price appears higher than costs allowed by force account methods. Please review.
	R4	Price is not in line with contract unit prices of similar pay items on current contract. Please review.
	R5	Price is not in line with contract unit prices of pay items on similar projects. Please review.
	R6	Price appears higher than cost generated by attached worksheet. Please provide additional information.
	R7	Unable to determine an estimated cost of proposed work. Work is unique and no historical costs are available. Please have contractor provide specific
	R8	cost data from other projects to support price. Credit does not appear to offset expected savings. Please review.



## "D" Construction, Inc.

#### **General Contractor**

1488 South Broadway Coal City, IL 60416 Office (815) 634-2555 Fax (815) 634-8748

July 13, 2017

Illinois Department of Transportation Divisions of Highways / District 3 700 East Norris Drive Ottawa, IL 61350

Attn: Joe Spica

RE: IDOT Contract #87628, Kennedy Road BP

Kendall County "D" Letter: 001

Dear Mr. Spica,

We have reviewed your request for the Thermoplastic Pavement Marking Letter and Symbols on the subject contract. We propose the following unit price.

#### THPL PVT MK L&S

\$4.95 / LF

Please review and provide direction.

Please call me at our office if you have any questions or need additional information.

Sincerely,

## Steve Wahl

Project Manager



Reviewed By:	
Legal	
Finance	
Engineer	
City Administrator	
Human Resources	
Community Development	
Police	l ∐
Public Works	IШ
Parks and Recreation	ΙШ

Agenda Item Number			
Consent Agenda #5			
Tracking Number			
PW 2017-61			

## **Agenda Item Summary Memo**

Title: 2018 RTBR Pr	ogram				
Meeting and Date:	City Council – September 26, 2017				
Synopsis: Review Re	commended Plan				
Council Action Previo	ously Taken:				
Date of Action: PW – 9	9/19/17 Action Taken: Move	ed forward to CC consent agenda.			
Item Number: PW 20	17-61				
Type of Vote Require	d:				
Council Action Reque	sted: Consideration of Approval	_			
Submitted by:	Brad Sanderson	Engineering			
Name Department  Agenda Item Notes:					



## Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, Deputy City Clerk

Date: September 14, 2017

Subject: 2018 (FY19) Roads to Better Roads Program

The recommended 2018 (FY19) RTBR program based on a \$650,000 budget is noted below.

Street	Operation	<b>Preliminary Cost</b>
Spring Street (Bridge to McHugh)	Mill/Overlay	\$190,000
Teri Lane (Spring to North End)	Mill/Overlay	\$90,000
Walsh Drive (Barberry to North End)	Mill/Overlay	\$110,000
Pavillion Road (Rt 71 to City Limit)	Overlay	\$55,000
Crack Sealing	Crack Sealing	\$15,000
Pavillion Road Streambank Stabilization (Construction)	Maintenance	\$100,000
2018 (FY19) RTBR Construction Engineering/Testing	N/A	\$50,000
2019 (FY 20) RTBR Design Engineering	N/A	\$40,000
	Total	\$650,000

For reference, the last approved five-year plan is attached.

Spring Street was planned for 2018 (FY19) construction.

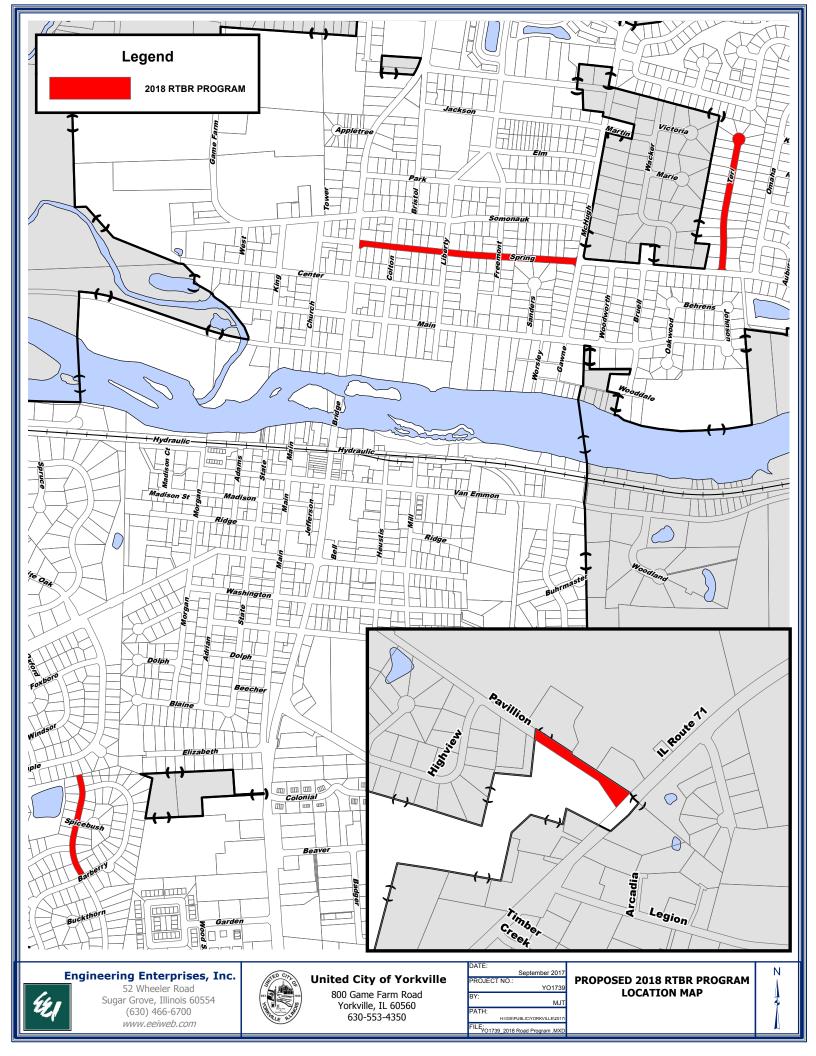
Teri Lane has deteriorated faster than the program had projected and it is need of repair. It is also adjacent to Spring Street, which will be efficient for a contractor to complete.

Walsh Drive has deteriorated faster than the program had projected and a portion of the street was resurfaced last year. The proposed project completes the paving of that section of street.

The northern section of Pavillion Road was resurfaced in 2017 (FY18). The southern section near Rt 71 was not completed. This section has deteriorated and is in need of patching and an overlay.

Also, it is recommended that the Road Study be updated every five to seven years. The field data gathered from the last study was completed in 2012. We are recommending that an updated study per performed and budgeted at \$65,000. The new study will include the gathering of field data along with preparing updated exhibits and a five-year plan.

At this time we are seeking approval to move forward with the 2018 (FY19) RTBR program. If you have any questions or require additional information, please let us know.



STREET	FROM	то	STRATEGY	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	COST
MADISON COURT	W. MADISON STREET	WEST END	MILL & OVERLAY	100	68	<del>65</del>	<del>73</del>	\$7,700
MADISON STREET	WEST END	MORGAN STREET	MILL & OVERLAY	100	70	<del>52</del>	64	\$24,500
MAIN STREET	W. VAN EMMON STEET	W. HYDRAULIC AVENUE	MILL & OVERLAY	100	<del>75</del>	<del>62</del>	<del>75</del>	<del>\$12,40</del> 0
MAIN STREET	S. BRIDGE STREET	W. RIDGE STREET	MILL & OVERLAY	100	83	60	<del>76</del>	<del>\$123,80</del>
WASHINGTON STREET	W. MORGAN STREET	S. MAIN STREET	MILL & OVERLAY	100	67	<del>57</del>	64	\$40,100
PAVILLION ROAD	FOX ROAD	CITY LIMIT	MILL & OVERLAY	97	67	65	67	\$139,00
E. RIDGE STREET	EAST END	MILL STREET	MILL & OVERLAY	100	83	47	<del>71</del>	\$32,300
TOWER LANE	SOMONAUK STREET	PUBLIC WORKS	MILL & OVERLAY	100	41	<del>62</del>	53	\$17,900
CITY HALL PARKING LOTS			MILL & OVERLAY	N/A	N/A	N/A	N/A	\$62,000
UBLIC WORKS PARKING LOT			MILL & OVERLAY	N/A	N/A	N/A	N/A	<del>\$121,00</del>
EECHER CENTER, LIBRARY, PARKS AND RECREATION, BRIDGE PARK PARKING LOT- SEAL & STRIPE				N/A	<del>N/A</del>	<del>N/A</del>	<del>N/A</del>	<del>\$78,000</del>
							TOTAL:	\$658,70
IF ELIGIBLE PROJECTS								
RIVERFRONT PARKING LOT			MILL & OVERLAY	<del>N/A</del>	<del>N/A</del>	<del>N/A</del>	<del>N/A</del>	\$29,000
EAST ALLEY PARKING LOT			OVERLAY	<del>N/A</del>	<del>N/A</del>	<del>N/A</del>	<del>N/A</del>	\$42,000
LTERNATIVE STREETS VERS	US PARKING LOT PROJECTS							
ELIZABETH STREET	WEST END	S. MAIN STREET	MILL & OVERLAY	100	69	72	78	\$52,500
RIDGE STREET	JEFFERSON STREET	S. MAIN STREET	MILL & OVERLAY	100	82	55	76	\$15,100
STATE STREET	W. HYDRAULIC STEET	W. RIDGE STREET	MILL & OVERLAY	100	80	54	73	\$44,00
WHEATON AVENUE	N. BRIDGE STREET	SHADOW WOOD DRIVE	MILL & OVERLAY	86	82	71	75	\$124,60

2018 (FY19) STREET REHABILITATION LIST								
STREET	FROM	то	TO STRATEGY DEFLECTION DYNAMIC SURFACE CURRENT CONDITION CONDITION CONDITION RANK		CURRENT RANK	COST		
ELM STREET	MCHUGH ROAD	FREEMONT STREET	MILL & OVERLAY	100	70	61	73	\$59,400
JACKSON STREET	FREEMONT STREET	EEMONT STREET MARTIN AVENUE MILL & OVERLAY 100 69 57 69		69	\$62,700			
PARK STREET	MCHUGH ROAD	BRIDGE STREET	MILL & OVERLAY	100	66	64	71	\$125,000
SANDERS COURT	E. MAIN STREET	NORTH END	MILL & OVERLAY	100	46	69	62	\$44,100
SPRING STREET	W. SPRING STREET	QUINSEY ROAD	QUINSEY ROAD MILL & OVERLAY 87 74 64		64	67	\$268,200	
WHEATON AVENUE	ATON AVENUE N. BRIDGE STREET SHADOW WOOD DRIVE MILL & OVERLAY 86 82 71 75		75	\$124,600				
_							TOTAL:	\$684,000

2019 (FY20) STREET REHABILITATION LIST								
STREET	FROM	TO STRATEGY		CURRENT RANK	COST			
ALAN DALE LANE	RED TAIL COURT	ALICE AVE	MILL & OVERLAY	81	66	80	64	\$49,400
ALICE AVENUE	CANNONBALL TRAIL	FAXON ROAD	MILL & OVERLAY	85	78	77	76	\$148,400
ELIZABETH STREET	WEST END	END S. MAIN STREET MILL & OVERLAY 100		100	69	72	78	\$52,500
FOX STREET	EAST END	MILL STREET	MILL & OVERLAY	87	71	82	78	\$35,200
LIBERTY STREET	SOUTH END	E. PARK STREET	MILL & OVERLAY	87	74	83	76	\$79,400
MCHUGH	FARMSTEAD DRIVE	CITY LIMIT	MILL & OVERLAY	100	78	71	76	\$44,300
OLSEN STREET	MILL STREET	EAST END	MILL & OVERLAY	74	61	75	64	\$40,100
ORANGE STREET	MILL STREET	EAST END	MILL & OVERLAY	86	72	71	75	\$36,100
RIDGE STREET	JEFFERSON STREET	S. MAIN STREET	MILL & OVERLAY	100	82	55	76	\$15,100
STATE STREET	W. HYDRAULIC STEET	W. RIDGE STREET	MILL & OVERLAY	100	80	54	73	\$44,100
							TOTAL:	\$544,600

2020 (FY21) STREET REHABILITATION LIST								
STREET	FROM	FROM TO STRATEGY		CURRENT RANK	COST			
APPLETREE COURT	N. BRIDGE STREET	WEST END	MILL & OVERLAY	73	57	80	64	\$26,200
BARBERRY CIRCLE - WEST	WALSH DRIVE	WALSH DRIVE MILL & OVERLAY 79 65 77		77	67	\$118,600		
BARBERRY CIRCLE - EAST	WALSH DRIVE	WALSH DRIVE	MILL & OVERLAY	85	69	77	76	\$99,300
BEAVER STREET	S. BRIDGE STREET	DEER STREET	MILL & OVERLAY	85	79	72	67	\$81,800
BURNING BUSH DRIVE	WALSH DRIVE	WEST END	MILL & OVERLAY	77	63	77	69	\$44,000
COLONIAL PARKWAY	S. BRIDGE STREET	ET SCHOOLHOUSE ROAD MILL & OVER		85	73	74	75	\$90,400
DEER STREET	WOLF STREET	SCHOOLHOUSE ROAD	MILL & OVERLAY	84	71	79	69	\$100,300
							TOTAL:	\$560,600

2021 (FY22) STREET REHABILITATION LIST								
STREET	FROM	то	STRATEGY	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	соѕт
COTTONWOOD TRAIL	JOHN STREET	JOHN STREET	MILL & OVERLAY	87	70	80	73	\$126,700
COTTONWOOD COURT	COTTONWOOD TRAIL	WEST END	WEST END MILL & OVERLAY 100 80 75 84		84	\$9,100		
DEIHL FARM ROAD	JOHN STREET	W. VETERANS PRKWY	MILL & OVERLAY	84	67	71	64	\$66,900
RIVER BIRCH DR	EAST END	WEST END	MILL & OVERLAY	89	71	80	79	\$9,100
RIVER BIRCH LN	RIVER BIRCH DR	WHITE OAK WAY	MILL & OVERLAY	99	89	73	85	\$19,700
SPRUCE COURT	WEST END	WHITE OAK WAY	MILL & OVERLAY	100	67	65	71	\$26,500
SYCAMORE ROAD	W. VETERANS PRKWY	CITY LIMIT	MILL & OVERLAY	87	70	76	71	\$88,800
WHITE OAK WAY	W. FOX STREET	NOWAY CIRCLE	MILL & OVERLAY	90	75	74	75	\$263,200
							TOTAL:	\$610,000



Reviewed By:	
Legal	
Finance	
Engineer	
City Administrator	
Human Resources	
Community Development	
Police	
Public Works	

Parks and Recreation

Agenda Item Number
Consent Agenda #6
Tracking Number
PW 2017-62

#### **Agenda Item Summary Memo**

Title: Intersections – Sign Control					
Meeting and Da	ate: City Council	– September 26,	2017		
Synopsis:					
Council Action	<b>Previously Takens</b>				
Date of Action:	PW - 9/19/17	Action Taken:	Moved forward to CC consent agenda.		
Item Number:	PW 2017-62				
Type of Vote R	equired:				
<b>Council Action</b>	Requested:				
	P 10				
Submitted by:	Brad San		Engineering Department		
		Agenda Item	•		
		1-801100 -10111			



## Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, Deputy City Clerk

Date: September 6, 2017

Subject: Cannonball Trail and N Carly Circle/Carly Drive Stop Sign

As requested, we investigated the possible installation of stop signs at the intersection of Cannonball Trail and N Carly Circle/Carly Drive. Our findings were as follows:

• Currently there is no signage control at the intersection.

- The intersection does not appear to have any sight distance constraints.
- The governing entity on traffic control signage is the Manual on Uniform Traffic Control Devices (MUTCD). The manual states as follows in regards to stop sign installation:

#### Guidance:

Engineering judgment should be used to establish intersection control. The following factors should be considered:

- A. Vehicular, bicycle, and pedestrian traffic volumes on all approaches;
- B. Number and angle of approaches;
- C. Approach speeds;
- D. Sight distance available on each approach; and
- E. Reported crash experience.

YIELD or STOP signs should be used at an intersection if one or more of the following conditions exist:

A. An intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;

*B.* A street entering a designated through highway or street; and/or

C. An unsignalized intersection in a signalized area.

In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:

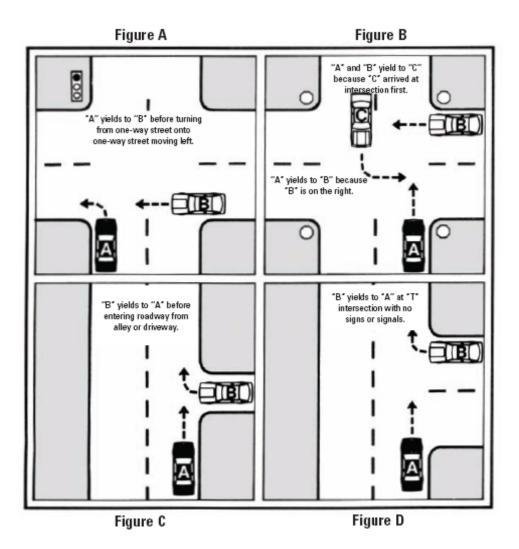
- A. The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day;
- B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or
- C. Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.

Yield or Stop signs should not be used for speed control.

Since the traffic volume would appear to be below 2,000 units per day, there are no sight distance constraints and there does not appear to be an accident history, this intersection does not appear to be a

good candidate for a stop sign based on the above criteria. Generally, at an unsigned intersection, the application of the normal right-of-way rules would apply.

Figure D taken from the Illinois Drivers Manual shows that the minor roadway should yield to traffic on the major roadway at uncontrolled intersections.



It is our understanding that there may be a concern regarding speed on Cannonball Trail. This may be more properly addressed with enforcement or if necessary traffic calming devices.



## Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, Deputy City Clerk

Date: September 6, 2017

Subject: Cannonball Trail and Cody Court/Patrick Court Stop Sign

As requested, we investigated the possible installation of stop signs at the intersection of Cannonball Trail and Cody Court/Patrick Court. Our findings were as follows:

- Currently there is no signage control at the intersection.
- The intersection does not appear to have any sight distance constraints.
- The governing entity on traffic control signage is the Manual on Uniform Traffic Control Devices (MUTCD). The manual states as follows in regards to stop sign installation:

#### Guidance:

Engineering judgment should be used to establish intersection control. The following factors should be considered:

- A. Vehicular, bicycle, and pedestrian traffic volumes on all approaches;
- B. Number and angle of approaches;
- C. Approach speeds;
- D. Sight distance available on each approach; and
- E. Reported crash experience.

YIELD or STOP signs should be used at an intersection if one or more of the following conditions exist:

A. An intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;

*B.* A street entering a designated through highway or street; and/or

C. An unsignalized intersection in a signalized area.

In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:

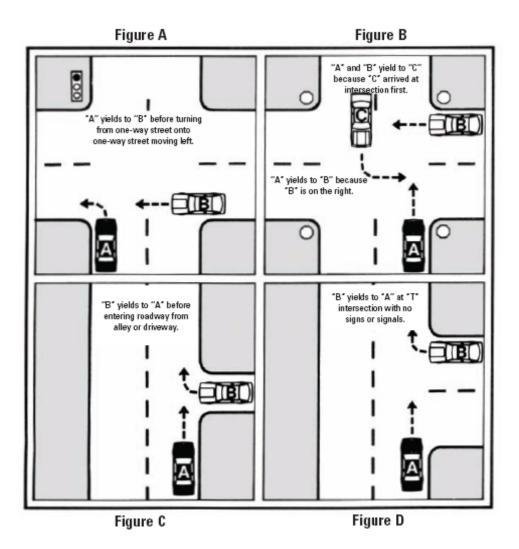
- A. The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day;
- B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or
- C. Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.

Yield or Stop signs should not be used for speed control.

Since the traffic volume would appear to be below 2,000 units per day, there are no sight distance constraints and there does not appear to be an accident history, this intersection does not appear to be a

good candidate for a stop sign based on the above criteria. Generally, at an unsigned intersection, the application of the normal right-of-way rules would apply.

Figure D taken from the Illinois Drivers Manual shows that the minor roadway should yield to traffic on the major roadway at uncontrolled intersections.



It is our understanding that there may be a concern regarding speed on Cannonball Trail. This may be more properly addressed with enforcement or if necessary traffic calming devices.



## Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, Deputy City Clerk

Date: September 6, 2017

Subject: Cannonball Trail and Independence Boulevard Stop Sign

As requested, we investigated the possible installation of stop signs at the intersection of Cannonball Trail and Independence Boulevard. Our findings were as follows:

- Currently there are yield signs at the approaches on Independence Boulevard.
- The intersection does appear to have sight distance constraints on the southeast corner of the intersection.
- The governing entity on traffic control signage is the Manual on Uniform Traffic Control Devices (MUTCD). The manual states as follows in regards to stop sign installation:

#### Guidance:

Engineering judgment should be used to establish intersection control. The following factors should be considered:

- A. Vehicular, bicycle, and pedestrian traffic volumes on all approaches;
- B. Number and angle of approaches;
- C. Approach speeds;
- D. Sight distance available on each approach; and
- E. Reported crash experience.

YIELD or STOP signs should be used at an intersection if one or more of the following conditions exist:

- A. An intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;
- B. A street entering a designated through highway or street; and/or
- C. An unsignalized intersection in a signalized area.

In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:

- A. The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day;
- B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or
- C. Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.

Yield or Stop signs should not be used for speed control.

The traffic volume appears to be below 2,000 units per day and there does not appear to be an accident history at this location. However, since there are sight distance constraints on the southeast corner of the intersection, the intersection is a good candidate for a two-way intersection control.

The MUTCD states as follows in regards to multi-way stop sign installation:

#### Guidance:

The decision to install multi-way stop control should be based on an engineering study. The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

- A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
- B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
- C. Minimum volumes:
  - 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
  - 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
  - 3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

#### Option:

Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection

The intersection does not appear to meet any of these criteria, so it is not a good candidate for a multi-way stop sign installation.

To determine whether stop signs are warranted over yield signs, the MUTCD states:

#### Guidance:

At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see Sections 2B.08 and 2B.09).

The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:

A. The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day; B. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or

C. Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.

Based on Condition B above, it is recommended that the existing yield signs on the Independence Boulevard approaches be replaced with stop signs. As you can see in the images below, vehicles traveling westbound on Independence Boulevard cannot see vehicles traveling northbound on Cannonball Trail until they stop at the intersection.



Westbound Approach, Looking South 1



Westbound Approach, Looking South 2

It is our understanding that there may be a concern regarding speed on Cannonball Trail. This may be more properly addressed with enforcement or if necessary traffic calming devices.



### Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, Deputy City Clerk

Date: September 6, 2017

Subject: Cannonball Trail and John Street Stop Sign

As requested, we investigated the possible installation of stop signs at the intersection of Cannonball Trail and John Street. Our findings were as follows:

- Currently there are yield signs at the approaches on John Street.
- The intersection does appear to have sight distance constraints on the northwest corner of the intersection.
- The governing entity on traffic control signage is the Manual on Uniform Traffic Control Devices (MUTCD). The manual states as follows in regards to stop sign installation:

#### Guidance:

Engineering judgment should be used to establish intersection control. The following factors should be considered:

- A. Vehicular, bicycle, and pedestrian traffic volumes on all approaches;
- B. Number and angle of approaches;
- C. Approach speeds;
- D. Sight distance available on each approach; and
- E. Reported crash experience.

YIELD or STOP signs should be used at an intersection if one or more of the following conditions exist:

- A. An intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;
- B. A street entering a designated through highway or street; and/or
- C. An unsignalized intersection in a signalized area.

In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:

- A. The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day;
- B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or
- C. Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.

Yield or Stop signs should not be used for speed control.

Since the traffic volume is above 2,000 units per day and there are sight distance constraints on the northwest corner of the intersection, the intersection is a good candidate for a two-way intersection control.

The MUTCD states as follows in regards to multi-way stop sign installation:

#### Guidance:

The decision to install multi-way stop control should be based on an engineering study. The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

- A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
- B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
- C. Minimum volumes:
  - 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
  - 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
  - 3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

#### Option:

Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection

The intersection does not appear to meet any of these criteria, so it is not a good candidate for a multi-way stop sign installation.

To determine whether stop signs are warranted over yield signs, the MUTCD states:

#### Guidance:

At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see Sections 2B.08 and 2B.09).

The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:

A. The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day; B. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or

C. Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.

Based on Condition B above, it is recommended that the existing yield signs on the John Street approaches be replaced with stop signs. As you can see in the images below, vehicles traveling eastbound on John Street cannot see vehicles traveling southbound on Cannonball Trail until they stop at the intersection.

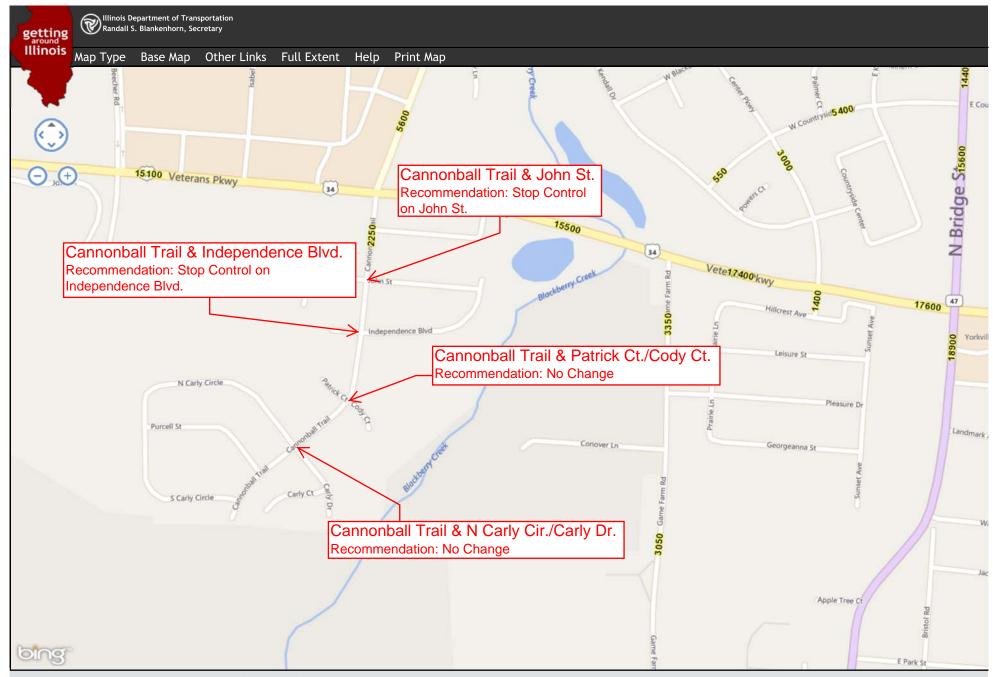


Eastbound Approach, Looking North 1



Eastbound Approach, Looking North 2

It is our understanding that there may be a concern regarding speed on Cannonball Trail. This may be more properly addressed with enforcement or if necessary traffic calming devices.



Illinois Department of Transportation 2300 S. Dirksen Parkway Springfield, IL 62764 - Contact

#### Disclaimer

The Illinois Department of Transportation and the State of Illinois hereby give notice to all users that these maps and the data included hereon, lack the accuracy required for site-specific uses. Since all boundaries and all data are based on information derived from multiple sources within transportation and the State of Illinois make no representation, guarantee, or warrant, either express or implied, regarding the accuracy of these maps or the data furnished thereon, including, but not limited to, the condition of this product; merchantability, or this product.



## Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, Deputy City Clerk

Date: September 13, 2017

Subject: Autumn Creek Unit 2C Stop Signs

As requested, we investigated the possible installation of stop signs at all of the intersections located within Autumn Creek Unit 2C (Emerald Lane and Lilac Way/Violet Court, Emerald Lane and Ruby Drive, Emerald Lane and Slate Drive/Slate Court, and Slate Drive and Lilac Way/Lilac Court). Our findings were as follows:

- Currently there is no signage control at any of the intersections.
- The intersections do not appear to have any sight distance constraints.
- The governing entity on traffic control signage is the Manual on Uniform Traffic Control Devices (MUTCD). The manual states as follows in regards to stop sign installation:

#### Guidance:

Engineering judgment should be used to establish intersection control. The following factors should be considered:

- A. Vehicular, bicycle, and pedestrian traffic volumes on all approaches;
- B. Number and angle of approaches;
- C. Approach speeds:
- D. Sight distance available on each approach; and
- E. Reported crash experience.

YIELD or STOP signs should be used at an intersection if one or more of the following conditions exist:

- A. An intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;
- *B.* A street entering a designated through highway or street; and/or
- C. An unsignalized intersection in a signalized area.

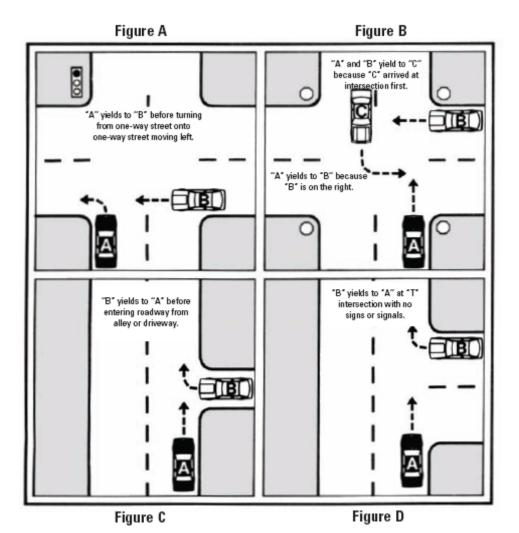
In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:

- A. The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day;
- B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or
- C. Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.

*Yield or Stop signs should not be used for speed control.* 

Since the traffic volumes would appear to be below 2,000 units per day, there are no sight distance constraints and there does not appear to be an accident history, these intersections do not appear to be a good candidate for a stop sign based on the above criteria. Generally, at an unsigned intersection, the application of the normal right-of-way rules would apply.

Figure D taken from the Illinois Drivers Manual shows that the minor roadway should yield to traffic on the major roadway at uncontrolled intersections.



#### Google Maps Kennedy Rd



Imagery ©2017 Google, Map data ©2017 Google United States 200 ft

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

#### ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AMENDING THE TRAFFIC SCHEDULE AND INDEX

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois, has designated certain intersections within the City as stop intersections and has identified the corner for placement of stop signs at such intersections; and,

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois, has designated certain intersections within the City as yield intersections and has identified the corner for placement of yield signs at such intersections; and,

**WHEREAS**, after extensive investigation and study of traffic patterns, it has been determined that additional intersections should be designated as stop intersections; and,

**WHEREAS**, the additional stop intersections, as hereinafter set forth, have been determined to be in conformance with the current Manual on Uniform Traffic Control Devices.

**NOW THEREFORE BE IT ORDAINED** by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the traffic schedule and index regarding stop-sign and yield-sign control is hereby amended by revising the following:

Section I. The Traffic Schedule and Index regarding Yield-Sign Control is hereby amended by deleting the following:

- 1) Independence Boulevard to Yield for Cannonball Trail
- 2) John Street to Yield for Cannonball Trail.

Section II. The Traffic Schedule and Index regarding Stop-Sign Control is hereby amended by adding the following as a Two-Way Stop Intersection:

- 1) Independence Boulevard to Stop for Cannonball Trail
- 2) John Street to Stop for Cannonball Trail.

Section III. This Ordinance shall b	e in full force and effect from and after	er its passage and
approval as provided by law.		
Passed by the City Council of the Unite	d City of Yorkville, Kendall County, Illino	ois, 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	
<b>APPROVED</b> by me, as Mayor of the U	Jnited City of Yorkville, Kendall County,	Illinois, this
day of, A.D. 2017.		
	Mayor	



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

Agenda Item Number	
Consent Agenda #7	
Tracking Number	
ADM 2017-62	

#### **Agenda Item Summary Memo**

Title: Monthly Trea	asurer's Report for	or July and August 2017				
Meeting and Date:	City Council – S	September 26, 2017				
Synopsis:	Synopsis:					
Council Action Pre	viously Taken:					
Date of Action: AD	M - 9/20/17	Action Taken: Moved forward to CC consent agenda.				
Item Number: AD	M 2017-62					
Type of Vote Requi	ired: Majority					
Council Action Rec	quested: Approva	al				
Submitted by:	Rob Fredric					
	Name	Department				
Agenda Item Notes:						

# EST. 1536

#### UNITED CITY OF YORKVILLE

#### TREASURER'S REPORT - for the month ending July 31, 2017

#### Cash Basis

WINTE WILL	Projected Beginning Fund Balance	July Revenues	YTD Revenues	Revenue Budget	% of Budget	July Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	6,272,801	1,115,269	4,624,807	15,137,621	31%	1,059,758	3,617,568	15,721,945	23%	7,280,039
Special Revenue Funds										
15 - Motor Fuel Tax	792,224	30,509	106,240	494,116	22%	12,945	42,926	756,137	6%	855,538
79 - Parks and Recreation	445,877	163,793	590,805	1,899,933	31%	199,365	509,446	1,977,311	26%	527,236
72 - Land Cash	250,316	3,718	17,060	90,500	19%	6,325	8,003	362,355	2%	259,373
87 - Countryside TIF	(495,753)	962	99,116	225,000	44%	1,017	57,616	163,516	35%	(454,253)
88 - Downtown TIF	97,556	600	40,344	70,000	58%	7,208	381,182	1,132,742	34%	(243,283)
11 - Fox Hill SSA	14,742	143	4,912	9,365	52%	1,437	3,026	23,000	13%	16,628
12 - Sunflower SSA	(15,776)	166	6,677	13,480	50%	3,955	5,019	29,735	17%	(14,118)
Debt Service Fund										
42 - Debt Service	-	26,669	81,029	320,225	25%	200	22,700	320,225	7%	58,329
Capital Project Funds										
25 - Vehicle & Equipment	270,408	32,807	106,620	329,845	32%	49,376	206,483	599,925	34%	170,545
23 - City-Wide Capital	1,355,529	28,972	293,630	2,705,765	11%	138,052	855,411	3,619,526	24%	793,748
Enterprise Funds										
* 51 - Water	2,826,145	68,892	787,417	4,297,767	18%	201,194	896,641	5,158,503	17%	2,716,921
* 52 - Sewer	1,378,031	156,066	689,921	2,604,442	26%	81,345	405,230	3,005,500	13%	1,662,722
Library Funds										
82 - Library Operations	489,054	15,914	351,684	719,057	49%	43,082	186,195	803,154	23%	654,542
83 - Library Debt Service	-	12,064	395,370	760,396	52%	-	95,198	760,396	13%	300,173
84 - Library Capital	19,904	4,201	17,353	35,010	50%	6,979	11,326	35,000	32%	25,931
Total Funds	13,701,058	1,660,744	8,212,984	29,712,522	28%	1,812,237	7,303,970	34,468,970	21%	14,610,072

<sup>\*</sup> Fund Balance Equivalency

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

Rob Fredrickson, Finance Director/Deputy Treasurer

## EST. 1836

#### UNITED CITY OF YORKVILLE

#### TREASURER'S REPORT - for the month ending August 31, 2017

#### Cash Basis

AVAILE ILLE	Projected Beginning Fund Balance	August Revenues	YTD Revenues	Revenue Budget	% of Budget	August Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	6,214,089	1,315,980	5,939,396	15,137,621	39%	1,070,382	4,687,950	15,721,945	30%	7,465,535
Special Revenue Funds										
15 - Motor Fuel Tax	792,224	39,823	146,063	494,116	30%	236,708	279,634	756,137	37%	658,653
79 - Parks and Recreation	445,877	155,198	746,003	1,899,933	39%	182,519	691,965	1,977,311	35%	499,916
72 - Land Cash	250,316	8,313	25,373	90,500	28%	18,158	26,161	362,355	7%	249,528
87 - Countryside TIF	(495,753)	29	99,146	225,000	44%	892	58,508	163,516	36%	(455,115)
88 - Downtown TIF	97,556	3,341	43,685	70,000	62%	6,678	387,861	1,132,742	34%	(246,620)
11 - Fox Hill SSA	14,742	239	5,150	9,365	55%	967	3,992	23,000	17%	15,900
12 - Sunflower SSA	(15,776)	5	6,682	13,480	50%	2,691	7,710	29,735	26%	(16,804)
Debt Service Fund										
42 - Debt Service	-	26,919	107,948	320,225	34%	575	23,275	320,225	7%	84,673
Capital Project Funds										
25 - Vehicle & Equipment	270,408	50,265	156,885	329,845	48%	13,253	219,736	599,925	37%	207,557
23 - City-Wide Capital	1,355,529	182,736	476,365	2,705,765	18%	939,577	1,794,987	3,619,526	50%	36,907
Enterprise Funds										
* 51 - Water	2,826,145	800,196	1,587,613	4,297,767	37%	386,827	1,285,766	5,158,503	25%	3,127,992
* 52 - Sewer	1,378,031	337,681	1,027,602	2,604,442	39%	113,353	518,583	3,005,500	17%	1,887,050
Library Funds										
82 - Library Operations	489,054	29,050	384,280	719,057	53%	47,976	237,717	803,154	30%	635,617
83 - Library Debt Service		28,002	423,372	760,396	56%	-	95,198	760,396	13%	328,175
84 - Library Capital	19,904	12,651	30,004	35,010	86%	2,273	13,599	35,000	39%	36,309
<b>Total Funds</b>	13,642,346	2,990,430	11,205,569	29,712,522	38%	3,022,828	10,332,641	34,468,970	30%	14,515,273

<sup>\*</sup> Fund Balance Equivalency

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

Rob Fredrickson, Finance Director/Deputy Treasurer



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

Agenda Item Number
Consent Agenda #8
Tracking Number
ADM 2017-67

#### **Agenda Item Summary Memo**

Title: Fiscal Year 2	2018 – City-Wide Capital	Fund Budget Amendment			
Meeting and Date:	City Council – Septemb	er 26, 2017			
Synopsis: Please so	ee attached memo.				
Council Action Pre	viously Taken:				
Date of Action: ADI	M - 9/20/17 Action T	Taken: Moved forward to CC consent agenda.			
Item Number: ADI	M 2017-67				
Type of Vote Requi	red: Supermajority (6 or	ut of 9)			
Council Action Req	uested: Approval				
Submitted by:	Rob Fredrickson	Finance			
	Name	Department			
Agenda Item Notes:					



## Memorandum

To: Administration Committee

From: Rob Fredrickson, Finance Director

Date: September 13, 2017

Subject: Fiscal Year 2018 Budget Amendment – City-Wide Capital

#### **Summary**

The attached ordinance amends the City-Wide Capital (23) Fund to include the City's portion of the funds necessary to construct a right-turn lane on Galena Road, in accordance with the access road agreement with Go For It Sports, LLC; which was approved by City Council on September 12, 2017.

#### **Background**

As you may recall, in June of 2016 the City sold fifteen acres of the southern section of Bristol Bay Regional Park to Go For It Sports, LLC, in order for that entity to construct a sports dome on Galena Road. In order to facilitate access to Bristol Bay Regional Park and the new sports dome, the City and the developer reached an agreement that a right-turn lane should be constructed on Galena Road.

Pursuant to the access road agreement, the City would be responsible for 50% of the right-turn lane construction costs, capped at a maximum of \$50,000. Consequently the Bristol Bay Access Road line item (Schedule A – Page 5) in the City-Wide Capital Fund should be increased from \$0 to \$50,000 in order to facilitate this project.

#### Recommendation

Staff recommends approval of the attached ordinance.

#### Ordinance No. 2017-

## AN ORDINANCE AUTHORIZING THE FIFTH AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2017 AND ENDING ON APRIL 30, 2018

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

**WHEREAS**, pursuant to 65 ILCS 5/8-2-9.4, the City adopted Ordinance No. 2017-16 on April 11, 2017 adopting an annual budget for the fiscal year commencing on May 1, 2017 and ending on April 30, 2018; and,

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

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

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

**Section 1**: That the amounts shown in Schedule A, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances in the City-Wide Capital fund with respect to the United City of Yorkville's 2017-2018 Budget are hereby approved.

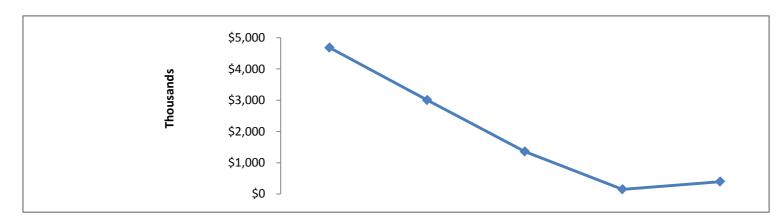
**Section 2**: This ordinance shall be in full force and effect from and after its passage and approval according to law.

Passed by the City C	ouncil of the United Ci	ty of Yorkville, Kendall Cour	nty, Illinois this
day of	, 2017.		
		CYMY CV DDV	
		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 Ci	ity of Yorkville, Kendall Cou	nty, Illinois, this
day of	, 2017.		
		MAYOR	

## CITY-WIDE CAPITAL FUND (23)

The City-Wide Capital Fund is used to maintain existing and construct new public infrastructure, and to fund other improvements that benefit the public.

			<b>Unaudited</b>	FY 2018	FY 2018
	FY 2015	FY 2016	FY 2017	Adopted	Amended
	Actual	Actual	Actual	Budget	Budget
Revenue					
Intergovernmental	62,761	135,722	534,354	200,224	200,224
Licenses & Permits	105,266	141,203	196,003	73,000	73,000
Charges for Service	693,467	700,156	718,872	700,000	700,000
Investment Earnings	10,424	1,630	3,703	1,000	1,000
Reimbursements	1,261,619	399,561	199,851	472,617	472,617
Other Financing Sources	4,408,084	210,243	73,502	1,258,924	1,258,924
Total Revenue	6,541,621	1,588,515	1,726,285	2,705,765	2,705,765
Expenditures					
Contractual Services	295,580	130,762	107,274	161,675	161,675
Supplies	5,971.00	8,913	27,847	35,000	35,000
Capital Outlay	2,147,884	2,711,081	2,825,760	2,940,753	2,990,753
Debt Service	75,000	405,937	404,138	403,588	403,588
Other Financing Uses	9,034	12,621	9,645	78,510	78,510
Total Expenditures	2,533,469	3,269,314	3,374,664	3,619,526	3,669,526
Surplus (Deficit)	4,008,152	(1,680,799)	(1,648,379)	(913,761)	(963,761)
<b>Ending Fund Balance</b>	4,684,706	3,003,908	1,355,529	144,741	391,768
	184.9%	91.9%	40.2%	4.0%	10.7%



## United City of Yorkville City-Wide Capital Fund

23

CITY-WIDE CAPI	TAL FUND REVENUE			<b>Unaudited</b>		
Account	Description	FY 2015 Actual	FY 2016 Actual	FY 2017 Actual	FY 2018 Adopted	FY 2018 Amended
Intergovernmental						
23-000-41-00-4161	FEDERAL GRANTS - ITEP DOWNTOWN	42,461	11,244	31,109	1,600	1,600
23-000-41-00-4162	FEDERAL GRANTS - RIVER ROAD BRIDGE	(9,411)	-	-	-	-
23-000-41-00-4169	FEDERAL GRANTS - MILL STREET LAFO	-	1,075	24,606	-	-
23-000-41-00-4178	FEDERAL GRANTS - ITEP KENNEDY RD TRAIL	29,711	71,327	2,475	133,424	133,424
23-000-41-00-4188	STATE GRANTS - EDP WRIGLEY (RTE 47)	-	52,076	476,164	65,200	65,200
	Total: Intergovernmental	\$62,761	\$135,722	\$534,354	\$200,224	\$200,224
Licenses & Permits						
23-000-42-00-4210	BUILDING PERMITS	-	-	35,365	-	-
23-000-42-00-4214	DEVELOPMENT FEES - CW CAPITAL	6,900	6,150	1,085	6,000	6,000
23-000-42-00-4216	BUILD PROGRAM PERMITS	78,157	85,565	61,008	-	-
23-000-42-00-4218	DEVELOPMENT FEES - MUNI BLDG	2,209	7,077	9,645	7,000	7,000
23-000-42-00-4222	ROAD CONTRIBUTION FEE	18,000	40,000	88,000	60,000	60,000
23-000-42-00-4224	RENEW PROGRAM PERMITS	-	2,411	900	-	-
	Total: Licenses & Permits	\$105,266	\$141,203	\$196,003	\$73,000	\$73,000
Charges for Service						
23-000-44-00-4440	ROAD INFRASTRUCTURE FEE	693,467	700,156	718,872	700,000	700,000
	<b>Total:</b> Charges for Service	\$693,467	\$700,156	\$718,872	\$700,000	\$700,000
Investment Earnings						
23-000-45-00-4500	INVESTMENT EARNINGS	4,423	1,630	3,703	1,000	1,000
23-000-45-00-4550	GAIN ON INVESTMENT	6,001	-	-	-	-
	<b>Total:</b> Investment Earnings	\$10,424	\$1,630	\$3,703	\$1,000	\$1,000
Reimbursements						
23-000-46-00-4606	REIMB - COM ED	93,095	316,905	-	-	-
23-000-46-00-4607	REIMB - BLACKBERRY WOODS	-	11,999	131,574	-	-
23-000-46-00-4608	REIMB - KENNEDY RD IMPROVEMENTS  Per IGA with Kendall County	-	-	-	160,000	160,000
23-000-46-00-4620	REIMB - PULTE (AUTUMN CREEK)	1,148,170	25,703	-	-	-
23-000-46-00-4630	REIMB - STAGECOACH CROSSING	-	-	63,404	-	-
23-000-46-00-4660	REIMB - PUSH FOR THE PATH	7,727	38,618	1,413	312,617	312,617
23-000-46-00-4690	REIMB - MISCELLANEOUS	12,627	6,336	3,460	-	-
	Total: Reimbursements	\$1,261,619	\$399,561	\$199,851	\$472,617	\$472,617
Other Financing Sou	rces					
23-000-49-00-4900	BOND PROCEEDS	4,295,000	-	-	-	-
	2014A Bond - Game Farm Road Project					

## United City of Yorkville City-Wide Capital Fund

23

CITY-WIDE CAPI	TAL FUND REVENUE			<b>Unaudited</b>		
		FY 2015	FY 2016	FY 2017	FY 2018	FY 2018
Account	Description	Actual	Actual	Actual	Adopted	Amended
23-000-49-00-4903	PREMIUM ON BOND ISSUANCE	49,789	-	-	-	-
	2014A Bond Issuance					
23-000-49-00-4905	LOAN PROCEEDS	-	152,183	-	-	-
	KC Loan for River Road Bridge Construction					
23-000-49-00-4910	SALE OF CAPITAL ASSETS	-	-	1,900	-	-
23-000-49-00-4916	TRANSFER FROM GENERAL - CW B&G	49,795	58,060	71,602	160,000	160,000
	To Fund Buildings & Grounds Expenditures					
23-000-49-00-4951	TRANSFER FROM WATER	-	-	-	1,098,924	1,098,924
	Remaining 2015A Bond Proceeds					
23-000-49-00-4988	TRANSFER TO DOWNTOWN TIF	13,500	-	-	-	-
	<b>Total:</b> Other Financing Sources	\$4,408,084	\$210,243	\$73,502	\$1,258,924	\$1,258,924
	Total: CITY-WIDE CAPITAL REVENUE	<u>\$6,541,621</u>	<u>\$1,588,515</u>	<b>\$1,726,285</b>	\$2,705,765	\$2,705,765

## United City of Yorkville City-Wide Capital Fund

216

CITY-WIDE BUIL	DING & C	GROUNDS EXPENDITURES	<u>Unaudited</u>				
Account	Descr	iption	FY 2015 Actual	FY 2016 Actual	FY 2017 Actual	FY 2018 Adopted	FY 2018 Amended
Contractual Services	i						
23-216-54-00-5405	BUILI	D PROGRAM	6,000	8,945	4,850	-	-
23-216-54-00-5446	PROP	ERTY & BLDG MAINT SERVICES	37,824	40,202	43,755	125,000	125,000
	Includ	les Costs for Building Condition Study					
	Total:	<b>Contractual Services</b>	\$43,824	\$49,147	\$48,605	\$125,000	\$125,000
Supplies							
23-216-56-00-5656	PROP	ERTY & BLDG MAINT SUPPLIES	5,971	8,913	27,847	35,000	35,000
	Total:	Supplies	\$5,971	\$8,913	\$27,847	\$35,000	\$35,000
Other Financing U	ses						
23-216-99-00-9901	TRAN	ISFER TO GENERAL	2,209	7,077	9,645	7,000	7,000
	Re-pa	yment for Close Out Transfer in FY 2014					
	Total:	Other Financing Uses	\$2,209	\$7,077	\$9,645	\$7,000	\$7,000
	Total	: CW B&G EXPENDITURES	<u>\$52,004</u>	<u>\$65,137</u>	<u>\$86,097</u>	<u>\$167,000</u>	<u>\$167,000</u>

# United City of Yorkville City-Wide Capital Fund

230

CITY-WIDE CAPIT	AL EXPENDITURES			<u>Unaudited</u>		
Account	Description	FY 2015 Actual	FY 2016 Actual	FY 2017 Actual	FY 2018 Adopted	FY 2018 Amended
Contractual Services						
23-230-54-00-5402	BOND ISSUANCE COSTS	52,025	-	-	-	-
	2014A Bond Issuance					
23-230-54-00-5405	BUILD PROGRAM	72,157	76,620	56,158	-	-
23-230-54-00-5406	RENEW PROGRAM	-	2,411	900	-	-
23-230-54-00-5465	ENGINEERING SERVICES	5,856	1,370	-	35,000	35,000
22 220 54 00 5400	ADA Transition Plan Study - \$35,000	120 521				
23-230-54-00-5489	LOSS ON INVESTMENT	120,631	-	-	-	-
23-230-54-00-5498	PAYING AGENT FEES	-	475	475	475	475
23-230-54-00-5499	BAD DEBT	1,087	739	1,136	1,200	1,200
	Road Infrastructure Fee Portion of Utility Bill	<b>0.251 55</b> (	Φ04 <i>C</i> 4. <b>F</b>	ΦΕΟ ((Ο	<b>426 655</b>	<b>426.655</b>
	Total: Contractual Services	\$251,756	\$81,615	\$58,669	\$36,675	\$36,675
Capital Outlay						
23-230-60-00-6007	KENNEDY ROAD - AUTUMN CREEK	1,067,717	25,703	-	-	-
23-230-60-00-6008	BEECHER & CORNEILS ROAD	93,095	318,507	-	-	-
23-230-60-00-6009	WRIGLEY (RTE 47) EXPANSION	-	57,430	454,548	65,200	65,200
	Project Costs - 100% Reimbursable					
23-230-60-00-6011	PROPERTY ACQUISITION	-	-	160,877	-	-
23-230-60-00-6014	609 N Bridge Street BLACKBERRY WOODS	_	11,999	131,574	_	_
25 250 00 00 001.	100% Reimbursable from Surety Bond		11,222	101,071		
23-230-60-00-6016	US34 (CENTER/ELDAMIAN RD) PROJECT	-	-	-	151,300	151,300
23-230-60-00-6017	STAGECOACH CROSSING	-	-	63,304	-	-
	100% Reimbursable from First Midwest LOC					
23-230-60-00-6018	GREENBRIAR POND NATURALIZATION	18,769	12,632	8,649	4,672	4,672
23-230-60-00-6019	BRISTOL BAY ACCESS ROAD	-	-	-	-	50,000
23-230-60-00-6025	ROAD TO BETTER ROADS PROGRAM	405,718	509,430	695,767	400,000	400,000
23-230-60-00-6041	SIDEWALK CONSTRUCTION	8,065	3,598	806	7,500	7,500
23-230-60-00-6048	DOWNTOWN STREETSCAPE IMPROVEMENT	53,077	14,055	39,088	2,000	2,000
23-230-60-00-6059	US34 (IL 47/ORCHARD RD) PROJECT	-	-	16,497	94,600	94,600
23-230-60-00-6073	GAME FARM ROAD PROJECT	354,220	1,377,783	13,364	-	-
23-230-60-00-6075	RIVER ROAD BRIDGE PROJECT	-	152,183	-	-	-
23-230-60-00-6082	COUNTRYSIDE PKY IMPROVEMENTS	-	117,202	1,211,639	645,940	645,940
23-230-60-00-6084	CENTER & COUNTRYSIDE IMPROVEMENTS	-	-	-	522,000	522,000
23-230-60-00-6086	KENNEDY ROAD IMPROVEMENTS	-	-	25,753	601,500	601,500
	\$160,000 Reimb per IGA with Kendall County			,	,	,
23-230-60-00-6094	KENNEDY ROAD BIKE TRAIL	37,438	109,946	3,894	446,041	446,041
	80% Reimb - Construction Engineering					
	Remainder to be Reimb from Push for the Path Proceeds					

# United City of Yorkville City-Wide Capital Fund

## 230

CITY-WIDE CAP	ITAL EXPI	ENDITURES			<u>Unaudited</u>		
			FY 2015	FY 2016	FY 2017	FY 2018	FY 2018
Account	Descri	iption	Actual	Actual	Actual	Adopted	Amended
23-230-60-00-6095	SUNF	LOWER ESTATES - DRAINAGE IMPROV	109,785	613	-	-	-
	Total:	Capital Outlay	\$2,147,884	\$2,711,081	\$2,825,760	\$2,940,753	\$2,990,753
Debt Service - 2014	A Bond						
23-230-78-00-8000	PRING	CIPAL PAYMENT	-	135,000	185,000	190,000	190,000
23-230-78-00-8050	INTE	REST PAYMENT	-	195,937	144,138	138,588	138,588
	Total:	Debt Service - 2014A Bond	\$0	\$330,937	\$329,138	\$328,588	\$328,588
Kendall County Lo	an - River	Road Bridge					
23-230-97-00-8000	PRING	CIPAL PAYMENT	75,000	75,000	75,000	75,000	75,000
	Total:	Kendall Co Loan - River Rd Bridge	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Other Financing U	ses						
23-230-99-00-9915	TRAN	ISFER TO MOTOR FUEL TAX	6,825	5,544	-	-	-
23-230-99-00-9951	TRAN	ISFER TO WATER	-	-	-	71,510	71,510
	27% o	f Annual Debt Service Amount for 2015A Bonds					
	Total:	Other Financing Uses	\$6,825	\$5,544	\$0	\$71,510	\$71,510
	Total	: CITY-WIDE CAP EXPENDITURES	<u>\$2,481,465</u>	<u>\$3,204,177</u>	<u>\$3,288,567</u>	<u>\$3,452,526</u>	<u>\$3,502,526</u>



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Reviewed	1) V

# Legal Finance Engineer City Administrator Human Resources Community Development Police Public Works Parks and Recreation

Agenda Item 1	Niimhei

Bills for Payment

Tracking Number

## **Agenda Item Summary Memo**

<b>Fitle:</b> Bills for Payr	nent (Informational): \$1,346,124	.75
Meeting and Date:	City Council – September 26, 2	017
Synopsis:		
Council Action Prev	viously Taken:	
Date of Action:	Action Taken:	
Item Number:		
Гуре of Vote Requi	red: None – Informational	
Council Action Req	uested:	
Submitted by:	Amy Simmons	Finance
	Name	Department
	Agenda Item N	Notes:

DATE: 09/12/17 UNITED CITY OF YORKVILLE TIME: 12:38:54 CHECK REGISTER

PRG ID: AP215000.WOW

CHECK DATE: 09/12/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
525707	R0001923	KAREN PAT	rick					
	20170205-E	OIITI D	09/11/17	01	2648 MCLELLAN BUILD PROGRAM	23-000-24-00-2445	1 006 10	
	20170203-6	DOILD	09/11/1/	02	2648 MCLELLAN BUILD PROGRAM		600.00	
				03	2648 MCLELLAN BUILD PROGRAM		1,600.00	
				04	2648 MCLELLAN BUILD PROGRAM		100.00	
				0.5	2648 MCLELLAN BUILD PROGRAM	42-000-24-00-2445	50.00	
				06	2648 MCLELLAN BUILD PROGRAM	51-000-24-00-2445		
				07	2648 MCLELLAN BUILD PROGRAM		1,000.00	
						INVOICE TOTAL:		
						CHECK TOTAL:		9,206.40
525708	R0001924	FRANK & J	JENNIFER MON	ACHIN	0			
	20170194-E	BUILD	08/30/17	01	602 KENTSHIRE BUILD PROGRAM	23-000-24-00-2445	3,151.60	
			, ,	02	602 KENTSHIRE BUILD PROGRAM	25-000-24-20-2445	300.00	
				0.3	602 KENTSHIRE BUILD PROGRAM	25-000-24-21-2445	900.00	
				0 4	602 KENTSHIRE BUILD PROGRAM	42-000-24-00-2445	50.00	
				05	602 KENTSHIRE BUILD PROGRAM	51-000-24-00-2445	2,470.00	
						INVOICE TOTAL:	6,871.60 *	
						CHECK TOTAL:		6,871.60
						TOTAL AMOUNT PAID:		16,078.00

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	

TIME: 08:16:15
ID: AP225000.CBL

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900050	FNBO FIRST	NATIONAL BANK ON	AHA		09/25/17		
				HOME DEPO-SOD		79-790-56-00-5620 INVOICE TOTAL:	11.96 11.96 *
	092517-A.SIMMONS	08/31/17	01 02 03 04	KENDALL PRINTING-A COMCAST-SEPT 2017 COMCAST-06/15-08/1 HYDRAULIC INTERNET	P ENVELOPES INTERNET 4 2017	01-120-56-00-5610 82-820-54-00-5440 01-110-54-00-5440 ** COMMENT ** 01-110-54-00-5440 ** COMMENT ** 01-410-56-00-5600 51-510-56-00-5600	227.50 375.46 99.90
			05 06	COMCAST-06/15-08/1 HYDRAULIC CABLE	4 2017	01-110-54-00-5440 ** COMMENT **	55.46
			07 08	ARAMARK#1591034466 ARAMARK#1591034466	-UNIFORMS -UNIFORMS	01-410-56-00-5600 51-510-56-00-5600	53.54 53.54
			10	ARAMARK#1591054400	-UNIFORMS	52-520-56-00-5600	20.77
			12	ARAMARK#1591043501 ARAMARK#1591043500 ARAMARK#1591043500	-UNIFORMS -UNIFORMS -UNIFORMS	01-410-56-00-5600	27.00 56.13
			14 15	ARAMARK#1591025558 ARAMARK#1591034470	-UNIFORMS -UNIFORMS	79-790-56-00-5600 79-790-56-00-5600	56.13 56.13
			16 17	ARAMARK#1591016562 KONICA-6/19-7/18 C	-UNIFORMS OPIER CHARGE	51-510-56-00-5600 52-520-56-00-5600 01-410-56-00-5600 79-790-56-00-5600 79-790-56-00-5600 79-790-56-00-5600 82-820-54-00-5462 79-795-54-00-5426 72-720-60-00-6045 ** COMMENT **	56.13 13.97
			19 20	TRIBUNE-RIVERFEST TRIBUNE-RIVERFRONT BID AD	IMPROVEMENT	79-795-54-00-5426 72-720-60-00-6045 ** COMMENT **	194.34
			21 22	TRIBUNE-1995 MEADO YARD SETBACK VARIA	WLARK REAR NCE	90-106-00-00-0011 ** COMMENT **	180.75
			23 24 25	TRIBUNE-CASEY'S PU TRIBUNE-RFQ FOR IN COMPANY	BLIC HEARING SPECTION	72-720-60-00-6045 ** COMMENT ** 90-106-00-00-0011 ** COMMENT ** 90-105-00-00-0011 01-220-54-00-5426 ** COMMENT ** 90-105-00-00-0011 ** COMMENT ** 25-205-60-00-6070 ** COMMENT ** 01-220-54-00-5440	454.83 137.37
			26 27	TRIBUNE-CASEY'S RE SPECIAL USE & SIGN	ZONING, VARIANCE	90-105-00-00-0011 ** COMMENT **	503.70
			28 29 30	APPLIED CONCEPTS-R NEW SQUADS VERIZON-JUL 2017 M	ADAR FOR 3	25-205-60-00-6070 ** COMMENT ** 01-220-54-00-5440	3,711.00
			31 32	VERIZON-JUL 2017 M VERIZON-JUL 2017 M	OBILE PHONES OBILE PHONES	01-210-54-00-5440 79-795-54-00-5440	500.65 72.98
			33 34	VERIZON-JUL 2017 M VERIZON-JUL 2017 M	OBILE PHONES OBILE PHONES	51-510-54-00-5440 01-410-54-00-5440 52-520-54-00-5440	333.06 71.68 50.18
			36 37 38	EJ EQUIP#p06765-RI EJ EQUIP#P00576-VA EJ EQUIP#P06733-SE	PSAW REPAIR LVE REPAIR WER REPAIR	** COMMENT ** 01-220-54-00-5440 01-210-54-00-5440 79-795-54-00-5440 51-510-54-00-5440 01-410-54-00-5440 52-520-54-00-5495 52-520-54-00-5495 INVOICE TOTAL:	265.15 689.31 395.02
	000515						
	U92517-B.BEHRENS	08/31/17	01	AUGUST 2017 GASOLI	ΝĿ	79-790-56-00-5695 INVOICE TOTAL:	60.17 60.17 *

TIME: 08:16:15 ID: AP225000.CBL

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #		CHECK DATE	ACCOUNT #	ITEM AMT
900050	FNBO FIRST NAT	IONAL BANK ON	AHA	0	9/25/17		
	092517-B.OLSEM	08/31/17	02 03	WAREHOUSE DIRECT-PAPER QUILL-LABLES WAREHOUSE DIRECT-PAPER, CLIPS, ADDING MACHINE R		01-110-56-00-5610 01-110-56-00-5610 01-110-56-00-5610 ** COMMENT ** INVOICE TOTAL:	174.60 34.98 39.68 249.26 *
	092517-B.OLSON	08/31/17	01	ICMA CONFERENCE REGISTR	ATION	01-110-54-00-5412 INVOICE TOTAL:	665.00 665.00 *
	092517-B.REISINGER	08/31/17		AT&T U-VERSE-07/24-08/2 SQUARE SIGN	3 TOWN	79-795-54-00-5440 ** COMMENT **	55.32
	092517-D.DEBORD	08/31/17		AMAZON-CERTIFICATE HOLD	Office - A	INVOICE TOTAL: 82-820-56-00-5610 82-820-54-00-5460	55.32 * 12.99 10.99
				AMAZON-PHOTO BOOTH PROP	ALCOHOLD IN THE RESERVE OF THE PARTY OF THE	82-820-54-00-5400 82-820-56-00-5671 INVOICE TOTAL:	7.90 31.88 *
	092517-E.DHUSE	08/31/17	02 03 04 05	NAPA#174779-HOSE CLAMP NAPA#174875-OIL NAPA#175474-SPLASH GUAR NAPA#176227-OIL FILTER NAPA#176189-GEAR OIL ROSEN HOTEL-PWX APWA NA	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	01-410-56-00-5640 01-410-56-00-5640 01-410-56-00-5628 51-510-56-00-5628 52-520-56-00-5628 01-410-54-00-5415	10.99 17.97 39.98 5.39 17.98 631.76
			09 10 11	ARAMARK#1591079601-UNIF ARAMARK#1591079601-UNIF ARAMARK#1591079601-UNIF ARAMARK#1591070531-UNIF	ORMS ORMS ORMS	** COMMENT ** 01-410-56-00-5600 51-510-56-00-5600 52-520-56-00-5600 01-410-56-00-5600	56.75 56.75 28.38 56.29 56.29
			13 14 15 16	ARAMARK#1591070531-UNIF ARAMARK#1591070531-UNIF ARAMARK#1591061436-UNIF ARAMARK#1591061436-UNIF ARAMARK#1591061436-UNIF NAPA#176748-OIL FILTERS	ORMS ORMS ORMS ORMS	51-510-56-00-5600 52-520-56-00-5600 01-410-56-00-5600 51-510-56-00-5600 52-520-56-00-5600 01-410-56-00-5628	28.13 26.29 28.13 26.95
			18 19	NAPA#174427-OIL PWX APWA NATIONAL CONFE		01-410-56-00-5628 01-410-54-00-5415 ** COMMENT ** INVOICE TOTAL:	17.37 73.84 1,265.53 *
	092517-E.WILLRETT	08/31/17		2017 ICMA CONFERENCE REGISTRATION		01-110-54-00-5412 ** COMMENT ** INVOICE TOTAL:	665.00 665.00 *
	092517-J.DYON	08/31/17	01	SAMS-PAPER TOWEL		01-110-56-00-5610	16.76

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #		CHECK DATE F	ACCOUNT #	ITEM AMT	
900050	FNBO FIRST NAT	'IONAL BANK	OMAHA	0	9/25/17			
	092517-J.DYON	08/31/17		ICE & WATER REFRIGERATO		01-110-56-00-5610 ** COMMENT **	42.49	
					]	INVOICE TOTAL:	59.25 *	
	092517-J.SLEEZER	08/31/17	01	PURPLE HEART WELCOME SI		01-410-56-00-5620 INVOICE TOTAL:	44.95 44.95 *	
	092517-J.WEISS	08/31/17		TARGET-ICE CREAM FOR BO		32-820-56-00-5671	24.16	
				TARGET-PRIZES FOR SUMME READING PRIZE BASKET		32-000-24-00-2480 ** COMMENT **	32.87	
				DOLLAR TREE-PRIZES FOR		32-000-24-00-2480	8.00	
				READING PRIZE BASKET		** COMMENT **	0.00	
					1 1 2 2 2 2	INVOICE TOTAL:	65.03 *	
	092517-K.BARKSDALE	08/31/17	01	ADOBE CREATIVE CLOUD MO		01-220-56-00-5635	49.99	
			02	LICENSE		** COMMENT **		
				LICENSE		** COMMENT **		
			0 4	APA MEMBERSHIP RENEWAL	- 1	01-220-54-00-5460	793.00	
				13/6		INVOICE TOTAL:	842.99 *	
	092517-K.LAWRENTZ	08/31/17	01	LONG SUPPLY-DEHUMIDIFIE	/ / / /	51-510-56-00-5638	30.67	
				Kendall County	/¥/ ¹	INVOICE TOTAL:	30.67 *	
	092517-L.HILT	08/31/17	01	DAVE AUTO#25507-BRAKE R	EPAIR (	01-210-54-00-5495	554.00	
				DAVE AUTO#25510-OIL CHA	T	01-210-54-00-5495	87.00	
				DAVE AUTO#25512-MOUNT &		01-210-54-00-5495	210.00	
				BALANCE TIRES		** COMMENT **		
				DAVE AUTO#25521-AC REPA		01-210-54-00-5495	820.00	
				DAVE AUTO#25525-OIL CHA		01-210-54-00-5495	102.00	
				DAVE AUTO#25524-REPLACE		)1-210-54-00-5495	178.00	
				STICKING EXPANSION VALVED DAVE AUTO#25527-REPLACE		** COMMENT ** 01-210-54-00-5495	295.00	
				EXPANSION VALVE		** COMMENT **	293.00	
				DAVE AUTO#25528-TIRE RE		01-210-54-00-5495	20.00	
				DAVE AUTO#25543-REPLACE		01-210-54-00-5495	1,160.00	
				RADIATOR		** COMMENT **	_,	
				VERIZON-07/02-08/02 IN		01-210-54-00-5440	532.36	
				UNITS		** COMMENT **		
			16	DAVE AUTO#25551-OIL CHA		01-210-54-00-5495	112.00	
			17	DISCOUNT 2-WAY-HANDHELD	RADIO (	01-210-56-00-5620	61.02	
				DAVE AUTO#25576-TIRE RE		01-210-54-00-5495	25.00	
			19	DAVE AUTO#25585-SQUAD R	EPAIR (	01-210-54-00-5495	215.00	
			20	DAVE AUTO#25590-SQUAD R	EPAIR (	01-210-54-00-5495	128.00	
			21	DAVE AUTO#25590-SQUAD R DAVE AUTO#25592-SQUAD R DAVE AUTO#25595-OIL CHA	EPAIR (	01-210-54-00-5495	455.00	
			22	DAVE AUTO#25595-OIL CHA	NGE (	01-210-54-00-5495	80.00	

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CHECK #	VENDOR # INVOICE #	INVOICE DATE		CHI DESCRIPTION DA	ECK FE ACCOUNT #	ITEM AMT
900050	FNBO FIRST NATI	ONAL BANK	OMAHA	09/2	25/17	
	092517-L.HILT	08/31/17	23	DAVE AUTO#25597-BRAKE REPA	01-210-54-00-5495 INVOICE TOTAL:	456.00 5,490.38 *
	092517-L.PICKERING	08/31/17		QUILL-FOLDERS IIMC ANNUAL MEMBERSHIP DUI	01-110-56-00-5610 01-110-54-00-5460 INVOICE TOTAL:	
	092517-N.DECKER	08/31/17	02 03	ACCURINT-JULY SEARCHES KENDALL PRINTING-NOTARY S' MINER ELEC#263838-INSTALL RADAR IN 3 CARS		31.90
			06 07	AMAZON-MEMO BOOKS, PENS, CLOROX WIPES SHRED IT-08/02/17 ON SITE SHREDDING		
			09	MINER ELEC#263839-REWIRE CAMERA	01-210-54-00-5495 ** COMMENT **	
			12	MINER ELEC#263757-REPLACE TURBO SERVICE KIT	** COMMENT **	
				COMCAST-08/08-09/07 CABLE AT&T-07/25-08/24 SERVICE	01-210-54-00-5440 01-210-54-00-5430	
				County Seat of Kendall County	INVOICE TOTAL:	1,306.89 *
	092517-P.RATOS	08/31/17	02 03	AUTOZONE-STEERING WHEEL CO ICC CERTIFICATE RENEWAL AMAZON-STABILA 36548 IP65 LEVEL WITH CASE		190.00 438.00
	092517-R.FREDRICKSON	08/31/17		COMCAST-JULY 2017 INTERNET, PHONE & CABLE	82-820-54-00-5440 ** COMMENT **	
			03 04	COMCAST-AUG 2017 INTERNET PHONE & CABLE	82-820-54-00-5440 ** COMMENT **	375.62
			06	COMCAST-7/24-8/23 INTERNET COMCAST-7/24-8/23 INTERNET	01-220-54-00-5440	71.75
			0.8	COMCAST-7/24-8/23 INTERNET COMCAST-7/24-8/23 INTERNET COMCAST-7/24-8/23 INTERNET	79-790-54-00-5440	65.78
				COMCAST-7/24-8/23 INTERNE COMCAST-7/24-8/23 INTERNE COMCAST-7/24-8/23 INTERNE		35.88
			13 14	COMCAST-7/24-8/23 INTERNE COMCAST-7/24-8/23 INTERNE COMCAST-7/24-8/23 CABLE&P! NEWTEK-8/11-9/11 WEB UPKE!	F 51-510-54-00-5440 HONE 79-790-54-00-5440	164.64 77.84
			ΤĴ	MEMIEV-0/11-2/11 MED OLVE	INVOICE TOTAL:	

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CHECK #	VENDOR # INVOICE #		INVOICE DATE			CHECK DATE	ACCOUNT #	ITEM AMT
900050	FNBO F	IRST NATI	IONAL BANK	ОМАНА	0.9	9/25/17		
	092517-R.HARN	NON	08/31/17		CREATIVE TEACHING-CLASSF	ROOM	79-795-56-00-5606 ** COMMENT **	
				03	IKEA-STORAGE BOXES, TUME	BLERS	79-795-56-00-5606	44.49
				0 4	IKEA-STORAGE BOXES, TUME MICHAELS-CLASSROOM SUPPI	LIES	79-795-56-00-5606	10.36
					AMAZON-GUARD EXTENSIONS		79-795-56-00-5606	24.99
				06	AMAZON-SCISSORS		79-795-56-00-5606	34.71
				07	AMAZON-RETRACTABLE GATE		70 705 56 00 5606	00 00
				0.8	WALMART-PRESCHOOL SUPPLI HOBBLY LOBBY-PRESCHOOL C	IES	79-795-56-00-5606	188.56
				09	HOBBLY LOBBY-PRESCHOOL (	CRAFT	79-795-56-00-5606	92.26
				10	SUPPLIES	1	** COMMENT **	
				11	AMAZON-PLAY DOH, PITCHER	10 8	79-795-56-00-5606	35.42
				12	FILTERS, STICKY NOTES	121	** COMMENT **	
				13	LAKESHORE-PRESCHOOL CLAS	SSROOM	79-795-56-00-5606	137.56
				1 4	ATDS	Three Land	** COMMENT **	
				15	AMAZON-CLOROX WIPES		79-795-56-00-5606	
					DISCOUNT SCHOOL SUPPLY-E			
					CONTRUCTION PAPER		** COMMENT **	
					AMAZON-WALL DECALS, TREA		79-795-56-00-5606	50.51
					AMAZON-MASKING TAPE, ICE		79-795-56-00-5606	
				20	TARGET-NOTEBOOKS, CRAYON	IS,	79-795-56-00-5606	38.37
				21	GLUE County Seat	101	** COMMENT **	
				22	SCHOLASTIC SUBSCRIPTION	/2/	79-795-56-00-5606	39.99
				23	AMAZON-DISPOSAL DIAPER S	SACKS,	79-795-56-00-5606	32.51
					BABY WIPES	V'/	** COMMENT **	
					MEASURED MOM-HANDWRITING	3	79-795-56-00-5606 ** COMMENT **	6.00
					WORKSHEETS		** COMMENT **	
					AMAZON-APRONS		79-795-56-00-5606	10.54
					AMAZON-PLAY DOH, ASSORTE BUTTONS		79-795-56-00-5606 ** COMMENT **	43.73
							INVOICE TOTAL:	1,064.38 *
	092517-R.MTK0	OLASEK	08/31/17	0.1	DICKS SPORTING-SHOES		01-210-56-00-5600	99.99
			, ,		SRT TRAINING REGISTRATIO		01-210-54-00-5412	
					2 OFFICERS		** COMMENT **	
							INVOICE TOTAL:	749.99 *
	092517-R.WRI	GHT	08/31/17		COPLEY-EMPLOYEE DRUG TES		79-795-54-00-5462	
					WAREHOUSE DIRECT-EMPLOYE		01-110-56-00-5610	
					RECORD FOLDERS		** COMMENT **	
					WAREHOUSE DIRECT-PENS		01-120-56-00-5610	
					WAREHOUSE DIRECT-PENS		51-510-56-00-5620	
				06	WAREHOUSE DIRECT-PENS		52-520-56-00-5620	
							INVOICE TOTAL:	262.07 *
	092517-S.AUGU	JSTINE	08/31/17	01	TARGET-GIFT CARDS		82-000-24-00-2480	50.00

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CHECK #	VENDOR # INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900050	FNBO	FIRST NATI	ONAL BANK	AHAMC		09/25/17		
	092517-S.A	UGUSTINE	08/31/17		NCG CINEMA-GIFT CARDS PANERA-GIFT CARDS		82-000-24-00-2480 82-000-24-00-2480 INVOICE TOTAL:	25.00 25.00 100.00 *
	092517-s.I	WANSKI	08/31/17	01	YORKVILLE POST OFFICE-	-POSTAGE	82-820-54-00-5452 INVOICE TOTAL:	13.10 13.10 *
	092517-S.F	REDMON	08/31/17	02 03	ALL PRO SOUND-FITNESS MINUTE KEYS-INSTRUCTOR 4 IMPRINT-HTD 2017 WRI KENDALL PRINTING-ENVEL	R KEYS ISTBANDS	79-795-56-00-5606 79-795-56-00-5606 79-795-56-00-5602 79-795-56-00-5610 INVOICE TOTAL:	17.39
	092517-S.F	REMUS	08/31/17	02 03 04	FACEBOOK ADVERTISING P CPRP CERTIFICATION REN HAMPTON INN-HTDF 2017 SHAW TENTS-HTD 2017 TE FACEBOOK HTD BOOSTS	NEWAL 1836	79-795-54-00-5426 79-795-54-00-5460 79-795-56-00-5602 79-795-56-00-5602 79-795-56-00-5602 INVOICE TOTAL:	60.00 594.05
	092517-S.S	LEEZER	08/31/17	01	HOME DEPO-FALL DECOR	10	79-790-56-00-5620 INVOICE TOTAL:	25.96 25.96 *
	092517-T.E	EVANS	08/31/17	01	NRPA MEMBERSHIP DUE RE	ENEWAL	79-795-54-00-5460 INVOICE TOTAL:	650.00 650.00 *
	092517-т.к	LINGEL	08/31/17	02 03	UNDER ARMOUR-MENS HIKI LEATHER BOOTS 2017 FBI STATE TRAINER FOR HART & KLINGEL	R ACEDEMY	01-210-56-00-5600 ** COMMENT ** 01-210-54-00-5412 ** COMMENT **	148.74
				05 06 07 08	TRAINING LODGING DEPSO HART & KLINGEL REGISTRATION FOR SCHOO POLICE & STAFF COMMAND HUNTER & PFIZENMAIER	OIT FOR OL OF O FOR	01-210-54-00-5415 ** COMMENT ** 01-210-54-00-5412 ** COMMENT ** ** COMMENT **	
				0 9	HUNIER & FFIZENMAIER		INVOICE TOTAL:	8,564.02 *
	092517-т.к	CONEN	08/31/17	02 03	RIVERVIEW-REMOVED AND REPLACED IDLER PULLEY, TENSIONER AND BELT HOME DEPO-QUICK CONNEC		51-510-54-00-5490 ** COMMENT ** ** COMMENT ** 51-510-56-00-5638 INVOICE TOTAL:	
	092517-T.N	IELSON	08/31/17		FREEMANS SPORTS-BAIT POLE PADS FOR 102 E VA		79-795-56-00-5606 79-795-56-00-5606	

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	CHECK DESCRIPTION DATE	ACCOUNT #	ITEM AMT	
900050	FNBO FIRST NATI	ONAL BANK ON	AHA	09/25/17			
	092517-T.NELSON	08/31/17	03 04 05 06 07	WALMART-WHISTLES, NEEDLES WALMART-WHISTLES, STOPWATCHES JEWEL-WATER WALMART-BROOMS AMERICAN LEGION HALL RENTAL SFO-SOCCER REFEREE JERSEYS	79-795-56-00-5606 79-795-56-00-5606 79-795-56-00-5607 79-795-56-00-5606 79-795-56-00-5606 79-795-56-00-5606 INVOICE TOTAL:	19.18 29.46 7.50 28.41 300.00 26.98 1,450.03 *	
	092517-T.SOELKE	08/31/17	01 02 03	GRAPER-RAINTREE LIFT RADIATOR REPAIR CC PROCESSING FEE	52-520-56-00-5613 ** COMMENT ** 01-120-54-00-5462 INVOICE TOTAL:	506.76 39.00 545.76 *	
	092517-UCOY	08/31/17	01 02 03 04 05 06	ADVANCED DISPOSAL JULY 2017 REFUSE SERVICE ADVANCED DISPOSAL JULY 2017 SENIOR REFUSE SERVICE ADVANCED DISPOSAL JULY 2017 SENIOR CIRCUIT BREAKER REFUSE SERVICE	01-540-54-00-5442  ** COMMENT ** 01-540-54-00-5441  ** COMMENT ** 01-540-54-00-5441  ** COMMENT **  ** COMMENT **  INVOICE TOTAL:	105,963.00 2,442.00 107.25	
				Kendall County	CHECK TOTAL: TOTAL AMOUNT PAID:		148,348.37
					TOTAL AMOUNT PAID.		T40, 240.27

TIME: 13:29:13 ID: AP211001.W0W

DATE: 09/19/17

CHECK #	VENDOR # INVOICE #	INVOICE DATE			ACCOUNT #	PROJECT CODE	ITEM AMT	
525710	ACTION	ACTION GRAPHIX LTD						
	2693	08/30/17	01	PUMPKIN PULL BANNER		06 OICE TOTAL:	60.00 60.00 *	k
					CHECK TOTAL:		60	0.00
525711	ADVAAUTO	ADVANCED AUTOMATION	& CON	TROLS				
	17-2729	09/01/17		COUNTRYSIDE LIFT REPAIR WELL 9 REPAIR	51-510-54-00-54		880.00 840.00 1,720.00 *	k
					CHECK TOTAL:		1,720	0.00
525712	AMPERAGE	AMPERAGE ELECTRICAL	SUPPI	Y INC				
	0717210-IN	08/14/17	01	ELECTRONIC SIGN BALLAST		56 OICE TOTAL:	70.88 70.88 *	k
	0717259-IN	08/24/17	01	BATTERY	52-520-56-00-56 INV	13 OICE TOTAL:	119.70 119.70 *	ŧ.
	0718276-IN	08/18/17	01	BATTERY	23-216-56-00-56 INV	56 OICE TOTAL:	15.98 15.98 *	k
					CHECK TOTAL:		206	5.56
525713	AMPERAGE	AMPERAGE ELECTRICAL	SUPPI	Y INC				
	0721507-IN	09/01/17	01	PHOTOCONTROLS, LAMPS	15-155-56-00-56 INV	42 OICE TOTAL:	348.24 348.24 *	k
					CHECK TOTAL:		348	3.24
525714	AMPERAGE	AMPERAGE ELECTRICAL	SUPPI	Y 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	

TIME: 13:29:13
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CHECK #	- "	INVOICE DATE		DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
525714	AMPERAGE	AMPERAGE ELECTRICAL	SUPPL	Y INC			
	0721644-IN	09/05/17	01	BALLAST KITS	15-155-56-00-5642 INVOIC	CE TOTAL:	164.71 164.71 *
					CHECK TOTAL:		164.71
525715	AREAREST	AREA RESTROOM SOLUTI	ONS				
	17080	06/27/17	01	BRISTOL BAY SOCCER PORT-O-LETS		CE TOTAL:	364.00 364.00 *
					CHECK TOTAL:		364.00
525716	ARNESON	ARNESON OIL COMPANY					
	196019	08/21/17	02		01-410-56-00-5695 51-510-56-00-5695 52-520-56-00-5695 INVOIC		317.58 317.58 317.57 952.73 *
	196930	08/31/17	02	BIO-DIESEL FUEL BIO-DIESEL FUEL BIO-DIESEL FUEL	51-510-56-00-5695 52-520-56-00-5695		638.85 638.85 638.84 1,916.54 *
					CHECK TOTAL:		2,869.27
525717	ATLAS	ATLAS BOBCAT					
	674551	08/24/17	01	INSTALLED NEW ACTUATOR		CE TOTAL:	1,126.95 1,126.95 *
					CHECK TOTAL:		1,126.95
525718	BARCA	BARCA ENTERPRISES, I	NC.				

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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525718	BARCA	BARCA ENTERPRISES, II	NC.				
	100167	09/07/17	02	10/01/17-09/31/18 OFFENDER REGISTRATION SYSTEM MAINTENANCE SUPPORT & UPGRADES	** COMMENT **  ** COMMENT **	CE TOTAL:	330.00 *
					CHECK TOTAL:		330.00
525719	BATTERYS	BATTERY SERVICE CORPO	ORATI	ON			
	0028303	09/01/17	01	BATTERY	01-410-56-00-5628 INVOI	CE TOTAL:	91.29 91.29 *
					CHECK TOTAL:		91.29
525720	BCBS	BLUE CROSS BLUE SHIE	LD				
	090917	09/09/17	02 03 04 05 06 07 08 09	OCT 2017 HEALTH INS	01-120-52-00-5216 01-210-52-00-5216 01-220-52-00-5216 01-410-52-00-5216 01-640-52-00-5240 79-790-52-00-5216 79-795-52-00-5216 51-510-52-00-5216 52-520-52-00-5216 82-820-52-00-5216		5,325.68 10,261.20 7,247.15 12,082.44 6,433.61 11,129.29 4,032.08 4,691.15
525721	BLACKDOG	BLACK DOG DISTILLERY	, LLC				
	1020	09/13/17	01	HOMETOWN DAYS DISTILLERY	79-795-56-00-5602		358.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
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525721	BLACKDOG	BLACK DOG	DISTILLERY	, LLC				
	1020		09/13/17	02	TASTING REIMBURSEMENT	** COMMENT ** INVO	ICE TOTAL:	358.00 *
						CHECK TOTAL:		358.00
525722	CALLONE	UNITED CO	MMUNICATION	SYST	EMS			
	1010-7980-	0000-0917	09/15/17	02 03 04 05 06 07 08 09 10	AUG 2017 ADMIN LINES AUG 2017 CITY HALL NORTEL AUG 2017 CITY HALL NORTEL AUG 2017 CITY HALL NORTEL AUG 2017 POLICE LINES AUG 2017 CITY HALL FIRE AUG 2017 CITY HALL FIRE AUG 2017 TRAFFIC WORKS LINES AUG 2017 TRAFFIC SIGNAL MAINTENANCE AUG 2017 PARKS LINES AUG 2017 RECREATION LINES	01-110-54-00-544( 01-210-54-00-544( 51-510-54-00-544( 01-210-54-00-544( 01-210-54-00-544( 01-110-54-00-544( 51-510-54-00-544( 01-410-54-00-543( ** COMMENT ** 79-790-54-00-544( 79-795-54-00-544(	OCE TOTAL:	884.66 165.08 165.08 1,735.43 48.80 51.99 185.45
525723	CENTRALL	CENTRAL L	IMESTONE CO	MPANY	, INC			
	10805		09/01/17	01	GRAVEL	72-720-60-00-6043 INVO	3 [CE TOTAL:	2,861.93 2,861.93 *
						CHECK TOTAL:		2,861.93
525724	CHITRIB	CHICAGO T	RIBUNE					
	003366039		09/13/17	01	HOMETOWN DAYS ADVERTISING	79-795-56-00-5602 INVO	CCE TOTAL:	720.00 720.00 *
						CHECK TOTAL:		720.00

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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE			ACCOUNT #	PROJECT CODE	ITEM AMT
525725	CIVICPLS ICON EN	TERPRISES, IN	С				
	166674	08/31/17	01	3 DAYS OF ON-SITE TRAINING		12 OICE TOTAL:	8,800.00 8,800.00 *
					CHECK TOTAL:		8,800.00
525726	COMCAST COMCAST	CABLE					
	8771200660159803-81	7 08/05/17	01	08-12-09/11 CABLE		40 OICE TOTAL:	31.34 31.34 *
					CHECK TOTAL:		31.34
525727	COMED COMMONWI	EALTH EDISON					
	0185079109-0817	08/28/17	01	07/28-08/28 420 FAIRHAVEN		80 OICE TOTAL:	130.57 130.57 *
					CHECK TOTAL:		130.57
525728	COMED COMMONWI	EALTH EDISON					
	0435113116-0817	08/31/17	01	08/01-08/30 RT23 & BEECHER		82 OICE TOTAL:	50.55 50.55 *
					CHECK TOTAL:		50.55
525729	COMED COMMONWI	EALTH EDISON					
	0663112230-0817	09/05/17	01	08/01-0829 103 1/2 BEAVER		80 OICE TOTAL:	38.86 38.86 *
	0908014004-0817	08/30/17	01	08/01-08/30 6780 RT47		80 OICE TOTAL:	45.39 45.39 *
					CHECK TOTAL:		84.25

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

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525730	COMED	COMMONWE	ALTH EDISON					
	0966038077	7-0817	08/25/17		07/27-08/25 456 KENNEDY RD 07/27-08/25 456 KENNEDY RD	01-410-54-00-54		81.24 3.07 84.31 *
						CHECK TOTAL:		84.31
525731	COMED	COMMONWE	ALTH EDISON					
	1407125045	5-817	08/30/17	01	08/03-08/30 FOXHILL 7 LIFT		30 DICE TOTAL:	73.74 73.74 *
						CHECK TOTAL:		73.74
525732	COMED	COMMONWE	ALTH EDISON					
	1613010022	2-0717	08/14/17	01	07/14-08/14 BALLFIELDS		30 DICE TOTAL:	434.02 434.02 *
						CHECK TOTAL:		434.02
525733	COMED	COMMONWE	ALTH EDISON					
	2019099044	1-0817	09/02/17	01	07/13-08/11 BRIDGE ST WELL		30 DICE TOTAL:	44.56 44.56 *
						CHECK TOTAL:		44.56
525734	COMED	COMMONWE	ALTH EDISON					
	2947052031	-0817	08/28/17	01	07/28-08/28 RIVER & RT47		32 DICE TOTAL:	269.32 269.32 *
						CHECK TOTAL:		269.32
525735	COMED	COMMONWE	ALTH EDISON					

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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525735	COMED	COMMON	WEALTH EDISON						
	296101704	3-0817	08/25/17	01	07/27-08/25 PRESTWICK LIFT		0 ICE TOTAL:	95.08 95.08	*
	311914202	5-0817	08/25/17	01	07/27-08/25 VAN EMMON LOT		2 ICE TOTAL:	16.76 16.76	*
	408508003	3-0817	08/29/17	01	07/27-08/29 1991 CANNONBALL TR		0 ICE TOTAL:	147.88 147.88	*
	444908701	6-0817	09/02/17	01	07/27-08/28 MISC LIFT STATIONS		0 ICE TOTAL:	827.58 827.58	*
	447509305	3-0817	08/28/17	01	07/28-08/28 610 TOWER LANE		0 ICE TOTAL:	182.36 182.36	*
						CHECK TOTAL:		1,2	69.66
525736	COMED	COMMONV	EALTH EDISON						
	681902701	1-0817	09/01/17	01	07/27-08/28 PR BUILDINGS		0 ICE TOTAL:	380.53 380.53	
						CHECK TOTAL:		3	880.53
525737	COMED	COMMONV	JEALTH EDISON						
	711007402	0-0817	08/29/17	01	07/27-08/29 104 E VAN EMMON	01-110-54-00-548 INVC	0 ICE TOTAL:	409.64 409.64	
	798212002	2-0817	08/28/17	01	07/28-08/28 609 N BRIDGE		0 ICE TOTAL:	17.23 17.23	
						CHECK TOTAL:		4	26.87
525738	COMMTIRE	COMMERC	CIAL TIRE SERV	ICE					

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

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525738	COMMTIRE	COMMERCIAL TIRE SERV	/ICE					
	3330015978	09/07/17	01	12 NEW TIRES	01-210-54-00-5495 INVOI	CE TOTAL:	1,744.60 1,744.60	
					CHECK TOTAL:		1,7	44.60
525739	COREMAIN	CORE & MAIN LP						
	Н746807	09/05/17	01	METERS, WIRE		CE TOTAL:	337.47 337.47	
					CHECK TOTAL:		3	37.47
525740	COXLAND	COX LANDSCAPING LLC						
	1279	09/05/17		SUNFLOWER ESTATES AUG 2017 MOWING	** COMMENT **		450.00	
						CE TOTAL:	450.00	*
	1280	09/05/17	01	FOX HILL AUG 2017 MOWING	11-111-54-00-5495 INVOI		476.10 476.10	*
	1327	09/07/17	01	SUNFLOWER ESTATES FERTILIZING		CE TOTAL:	704.50 704.50	*
	1328	09/07/17		FOX HILL SUBDIVISION FERTILIZING	11-111-54-00-5495 ** COMMENT **		966.50	
					INVOI	CE TOTAL:	966.50	*
	1335	09/11/17		SUNFLOWER ESTATES TREE TRIMMING AND WEED PULLING			747.00	
					INVOI	CE TOTAL:	747.00	*
					CHECK TOTAL:		3,3	44.10
525741	DEARNATI	DEARBORN NATIONAL LI	FE					

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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525741	DEARNATI DEARBOR	N NATIONAL LIF	Ë					
	090817-LIFE	09/08/17	02 03 04 05 06 07 08 09		$\begin{array}{c} 01-110-52-00-5236 \\ 01-120-52-00-5222 \\ 01-210-52-00-5222 \\ 01-220-52-00-5222 \\ 01-410-52-00-5222 \\ 79-790-52-00-5222 \\ 79-795-52-00-5222 \\ 51-510-52-00-5222 \\ 52-520-52-00-5222 \\ 82-820-52-00-5222 \end{array}$		41.48 135.90 78.17 60.94 79.29 74.13 27.84	
	090817-VISION	09/08/17	02 03 04 05 06 07 08 09	OCT 2017 VISION INS	01-110-52-00-5224 01-120-52-00-5224 01-210-52-00-5224 01-220-52-00-5224 01-410-52-00-5224 01-640-52-00-5242 79-790-52-00-5224 79-795-52-00-5224 51-510-52-00-5224 52-520-52-00-5224 82-820-52-00-5224		97.30 58.95 537.74 65.35 53.99 70.13 114.89 37.77 101.48 49.48 45.71 1,232.79	
525742	DECKER DECKER	SUPPLY CO, INC			CHECK TOTHE.		2,	130.20
	897722	08/31/17	01	STREET SIGN ANCHORS		CE TOTAL:	507.50 507.50	*
					CHECK TOTAL:		5	507.50

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

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	VENDOR # INVOICE #	INVOICE DATE	#	DESCRIPTION	ACCOUNT #		ITEM AMT	
525743	DHUSEE DH	USE, ERIC						
	090117	09/01/17	02	PUBLIC WORKS ASSOCIATION CONFERENCE MEAL, MILEAGE, BAGGAGE AND PARKING REIMBURSEMENT	** COMMENT **  ** COMMENT **  ** COMMENT **	CE TOTAL:	297.33 297.33	
					CHECK TOTAL:		:	297.33
525744	DYNEGY DY	NEGY ENERGY SERVIC	CES					
	266978917071	08/30/17	01	06/30-07/26 2921 BRISTOL RDG		CE TOTAL:		
	266979017081	08/30/17	01	07/03-07/31 420 FAIRHAVEN		CE TOTAL:	63.59 63.59	
	266979017091	09/01/17	01	08/01-08/29 420 FAIRHAVEN		CE TOTAL:	69.41 69.41	
	266979117081	08/29/17	01	07/31-08/24 2224 TREMONT	51-510-54-00-5480 INVOI		5,267.94 5,267.94	
	266979217091	08/30/17	01	07/28-08/27 610 TOWER WELL		CE TOTAL:	6,670.08 6,670.08	
					CHECK TOTAL:		16,	524.88
525745	ELEVATOR EL	EVATOR INSPECTION	SERVI	CE				
	70249	08/07/17	01	ELEVATOR INSPECTION		CE TOTAL:	75.00 75.00	
					CHECK TOTAL:			75.00
525746	EMG EM	G						

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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525746	EMG	EMG					
	VIS08554-0	01R 06/20/17		YORKVILLE FACILITY CONDITION ASSESSMENT	23-216-54-00-5446 ** COMMENT **		26,207.00
					INVOI	CE TOTAL:	26,207.00 *
					CHECK TOTAL:		26,207.00
525747	FARREN	FARREN HEATING & CO	OLING				
	10385	09/05/17	01	ADD FREON TO PD UNIT		CE TOTAL:	125.00 125.00 *
					CHECK TOTAL:		125.00
525748	FIRST	FIRST PLACE RENTAL					
	286916-1	08/29/17	01	STAKES	01-410-56-00-5620 INVOI	CE TOTAL:	85.00 85.00 *
					CHECK TOTAL:		85.00
525749	FLATSOS	RAQUEL HERRERA					
	5701	09/12/17	01	4 TIRES	51-510-56-00-5628 INVOI	CE TOTAL:	170.00 170.00 *
					CHECK TOTAL:		170.00
525750	FLEX	FLEX BENEFIT SERVIC	E CORP				
	12412-FSA	09/11/17	02 03 04	AUG 2017 FSA ADMIN FEES	01-110-52-00-5216 01-120-52-00-5216 01-210-52-00-5216 01-220-52-00-5216 01-410-52-00-5216		8.00 8.00 36.00 4.00 4.00

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
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CHECK #	VENDOR # INVOICE #	INVOICE DATE			ACCOUNT #	PROJECT CODE	ITEM AMT	
525750	FLEX	FLEX BENEFIT SERVICE	CORE	·.				
	12412-FSA	09/11/17	07	AUG 2017 FSA ADMIN FEES AUG 2017 FSA ADMIN FEES AUG 2017 FSA ADMIN FEES AUG 2017 FSA ADMIN FEES	52-520-52-00-5216 01-640-52-00-5240 82-820-52-00-5216		4.00 4.00 4.00	*
	12412-HRA	09/11/17	04 05 06 07 08 09	AUG 2017 HRA ADMIN FEES	01-220-52-00-5216 01-410-52-00-5216 79-790-52-00-5216 79-795-52-00-5216 51-510-52-00-5216 52-520-52-00-5216		20.00 6.67 27.50 22.50 21.67 6.66 30.00 15.00	
525751	FOXVALLE	FOX VALLEY TROPHY &	AWARD	DS .				
	34489	09/01/17	01	HTD CAR SHOW TROPHIES	79-795-56-00-5602 INVOI	CE TOTAL:	694.80 694.80	*
	34494	09/06/17	01	HTD CAR SHOW TROPHIES		CE TOTAL:		*
					CHECK TOTAL:		7	22.00
525752	GRAINCO	GRAINCO FS., INC.						
	79002195	07/30/17	01	TIRES	01-410-54-00-5490 INVOI	CE TOTAL:		*

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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525752	GRAINCO	GRAINCO FS., INC.					
	79005622	04/17/17	01	TIRES	01-410-54-00-5490 INVOIC	CE TOTAL:	224.00 224.00 *
					CHECK TOTAL:		462.67
525753	HARRIS	HARRIS COMPUTER SYST	EMS				
	XT00006116	07/31/17	02	MYGOVHUB FEES - JULY 2017 MYGOVHUB FEES - JULY 2017 MYGOVHUB FEES - JULY 2017	51-510-54-00-5462 52-520-54-00-5462		144.62 185.18 93.45 423.25 *
					CHECK TOTAL:		423.25
525754	HAWKINS	HAWKINS INC					
	4131461	08/11/17	01	CHEMICALS	51-510-56-00-5638 INVOIC	CE TOTAL:	1,486.77 1,486.77 *
					CHECK TOTAL:		1,486.77
525755	HENDERSO	HENDERSON PRODUCTS,	INC.				
	256289	08/16/17		NEW HYDRAULIC TANK, FITTINGS & VALVE BLOCK	01-410-54-00-5490 ** COMMENT **		5,172.69
			02	VIIIVE BEOOK		CE TOTAL:	5,172.69 *
					CHECK TOTAL:		5,172.69
525756	HIFIEVEN	HI FI EVENTS, INC.					
	YHD090117	09/04/17	01	IN-EAR MONITOR SYSTEM		CE TOTAL:	1,700.00 1,700.00 *
					CHECK TOTAL:		1,700.00

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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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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525757	HOMEDEPO	HOME DEPOT						
	1142785		09/25/17	01	COPPER RODS & CLAMPS		CE TOTAL:	27.80 27.80 *
						CHECK TOTAL:		27.80
525758	ILTRUCK	ILLINOIS T	RUCK MAINT	ENANC	E, IN			
	027971		08/31/17	01	BRAKE REPAIR	01-410-54-00-5490 INVOI	CE TOTAL:	•
						CHECK TOTAL:		1,668.92
525759	IMAGEPLU	IMAGE PLUS						
	32900		08/16/17	01	HTD STAFF PULL OVERS & SHIRTS		CE TOTAL:	226.15 226.15 *
						CHECK TOTAL:		226.15
525760	IMPERINV	IMPERIAL I	NVESTMENTS					
	JULY 2017 F	REBATE	09/11/17		JULY 2017 BUSINESS DISTRICT REBATE	01-000-24-00-2488 ** COMMENT **		3,483.79
				02	REDATE		CE TOTAL:	3,483.79 *
						CHECK TOTAL:		3,483.79
525761	INGEMUNS	INGEMUNSON	LAW OFFIC	ES LT	סי			
	4574		09/01/17			01-210-54-00-5467 ** COMMENT **		500.00
				UΖ	CONTAGN		CE TOTAL:	500.00 *
						CHECK TOTAL:		500.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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525762	INNOVATI	INNOVATIVE UNDERGROU	ND, L	LC			
	081417	08/14/17			52-520-54-00-5495		1,500.00
			02	AND MAIN	** COMMENT ** INVOI	CE TOTAL:	1,500.00 *
					CHECK TOTAL:		1,500.00
525763	INTERDEV	INTERDEV, LLC					
	MSP-1012605	08/31/17	01	AUGUST 2017 MONTHLY BILLING		CE TOTAL:	2,691.00 2,691.00 *
					CHECK TOTAL:		2,691.00
525764	JOHNSOIL	JOHNSON OIL COMPANY	IL				
	1976365	09/01/17	01	AUG 2017 GASOLINE	01-210-56-00-5695 INVOI	CE TOTAL:	19.18 19.18 *
					CHECK TOTAL:		19.18
525765	JUSTSAFE	JUST SAFETY, LTD					
	28793	08/15/17	01	FIRST AID SUPPLIES	52-520-56-00-5620 INVOI	CE TOTAL:	31.95 31.95 *
					CHECK TOTAL:		31.95
525766	KCRECORD	SHAW SUBURBAN MEDIA	GROUP				
	08/2017	08/31/17	01	HOMETOWN DAYS ADVERTISING	79-795-56-00-5602 INVOI	CE TOTAL:	
					CHECK TOTAL:		1,552.00
525767	KCSHERIF	KENDALL CO. SHERIFF'	S OFF	ICE			

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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525767	KCSHERIF	KENDALL CO. SHERIF	F'S OFI	FICE					
	AUGUST 2017	-GRUNDY 09/11/1		GRUNDY COUNTY FTA BOREIMBURSEMENT	OND FEE	01-000-24-00-2 ** COMMENT *	*	70.00	
						IN	VOICE TOTAL:	70.00	*
						CHECK TOTAL:			70.00
525768	KENDCROS	KENDALL CROSSING,	LLC						
	BD REBATE 0	7/17 09/11/1		JULY 2017 BUSINESS I	DISTRICT	01-000-24-00-2 ** COMMENT *		980.22	
						IN	VOICE TOTAL:	980.22	*
						CHECK TOTAL:		Ğ	980.22
525769	KONICA	KONICA MINOLTA							
525770	30805457 LAYNE 92080531	09/11/1 LAYNE CHRISTENSEN 0 08/22/1	02 03 04 05 06 07 08 09	9/1/17-10/1/17 COPIE 9/1/17-10/1/17 COPIE 9/1/17-10/1/17 COPIE 9/1/17-10/1/17 COPIE 9/1/17-10/1/17 COPIE 9/1/17-10/1/17 COPIE 9/1/17-10/1/17 COPIE 9/1/17-10/1/17 COPIE 9/1/17-10/1/17 COPIE 9/1/17-10/1/17 COPIE	ER LEASE	CHECK TOTAL: 51-510-60-00-6	485 485 485 485 485 485 485 485 VOICE TOTAL:	175.19 140.15 260.98 366.84 35.29 35.29 130.49 130.48 1,310.00	310.00
	92081068	09/07/1	7 01	WELL 9 EMERGENCY REF	PAIR	51-510-60-00-6 IN	022 VOICE TOTAL:	25,863.50 25,863.50	*
						CHECK TOTAL:		45,6	688.50
	01-120   01-210   01-220   01-410   01-640		15-155 23-216 23-230 25-205 25-215	SUNFLOWER SSA MOTOR FUEL TAX (MFT) MUNICIPAL BUILDING CITY-WIDE CAPITAL POLICE CAPITAL PUBLIC WORKS CAPITAL PARKS & RECREATION CAPITAL	42-420 DEBT SE 51-510 WATER 52-520 SEWER 72-720 LAND C 79-790 PARKS I 79-795 RECREA 82-820 LIBRARN	OPERATIONS OPERATIONS ASH DEPARTMENT TION DEPT	83-830 LIBRARY DEBT SERVICE 84-840 LIBRARY CAPITAL 87-870 COUNTRYSIDE TIF 88-880 DOWNTOWN TIF 90-XXX DEVELOPER ESCROW 95-XXX ESCROW DEPOSIT	:	•

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	INVOICE #	INVOICE DATE	#	DESCRIPTION				
525771	MENLAND	MENARDS - YORKVILLE						
	89809	08/28/17	01	LIGHTBULBS	01-210-56-00-5640 INVOIC		39.88 39.88	
	89905	08/29/17	01	TOP RAIL	51-510-56-00-5638 INVOIC	CE TOTAL:	7.89 7.89	
	89927	08/29/17		SCREWDRIVER DRILL TIPS, DUCT SEALER	** COMMENT **		4.97	
	89998	08/30/17	01	FLATHOOK PADDED TIEDOWN	52-520-56-00-5630 INVOIC		47.94 47.94	
	90000	08/30/17	01	BUG KILLER	01-410-56-00-5620 INVOIC	CE TOTAL:	4.98 4.98	
					CHECK TOTAL:		1	105.66
525772	MENLAND	MENARDS - YORKVILLE						
	90032	08/30/17	02	GARBAGE BAGS, TOWELS, BRUSH, CLEANING SUPPLIES, DUCK TAPE, BUNGEE			55.26	
					INVOIC	CE TOTAL:	55.26	*
					CHECK TOTAL:			55.26
525773	MENLAND	MENARDS - YORKVILLE						
	90043	08/30/17		WRENCH SET, ELECTRICAL TAPE, UTILITY BLADES, KNIFE, ANCHORS			16.92	
					INVOIC	CE TOTAL:	16.92	*
	90101	08/31/17	01	PVC PIPE, PVC CEMENT, PRIMER,	01-410-56-00-5620		23.25	

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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525773	MENLAND	MENARDS - YORKVILLE						
	90101	08/31/17	02	STENCILS, ELBOW, COUPLING	** COMMENT ** INVOIC	E TOTAL:	23.25	*
	90102	08/31/17	01	PAINT THINNER	52-520-56-00-5620 INVOIC	E TOTAL:	6.77 6.77	*
	90116	08/31/17	01	SOCKET	51-510-56-00-5630 INVOIC	E TOTAL:	8.99 8.99	*
	90138	08/31/17	01	PVC COUPLING	52-520-56-00-5620 INVOIC	E TOTAL:	0.88	*
	90195	09/01/17	01	PLUGS, BLOW GUN, PAPER TOWELS	52-520-56-00-5620 INVOIC	E TOTAL:	42.88 42.88	*
	90222	09/01/17	01	TIEDOWN	01-210-56-00-5620 INVOIC	E TOTAL:	17.98 17.98	*
	90233	09/01/17	01	CLAMPS, CONNECTORS, CORD	51-510-56-00-5638 INVOIC			*
	90815	09/07/17	01	CLEANER, HANDLE, BRUSH	51-510-56-00-5638 INVOIC	E TOTAL:	33.66 33.66	*
	90817	09/07/17	01	MORTAR MIX	51-510-56-00-5640 INVOIC			*
	90904	09/08/17	01	BROOM, FLOOR SQUEEGEES, HOOKS	52-520-54-00-5430 TNVOTC	E TOTAL:	80.74 80.74	*
	90929	09/08/17	01	SCOUR PADS			7.56	*
	90937	09/08/17	01	COUPLING				
					CHECK TOTAL:		2	

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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	INVOICE #	INVOICE DATE	#	DESCRIPTION	ACCOUNT #			
525774	MIDWSALT	MIDWEST SALT						
	P437457	08/31/17	01	BULK ROCK SALT		CE TOTAL:		*
	P437472	09/05/17	01	BULK ROCK SALT	51-510-56-00-5638 INVOI	CE TOTAL:	2,343.70 2,343.70	*
					CHECK TOTAL:		4,76	59.05
525775	NARVICK	NARVICK BROS. LUMBER	co,	INC				
	55366	07/14/17		MATERIALS FOR CITY PARKING LOT REPAIR	23-230-60-00-6041 ** COMMENT **		566.50	
			02	LOT REPAIR			566.50	*
	56007	08/29/17		CONCRETE FOR MARKETVIEW DR STREET REPAIR	01-410-56-00-5640 ** COMMENT **		1,128.80	
			02	SIREEI REPAIR		CE TOTAL:	1,128.80	*
					CHECK TOTAL:		1,69	95.30
525776	NEENAH	NEENAH FOUNDRY CO.						
	228474	07/21/17	01	CURB BOX	01-410-56-00-5640 INVOI	CE TOTAL:	140.00	*
					CHECK TOTAL:		14	10.00
525777	NEOPOST	NEOFUNDS BY NEOPOST						
	090817-PR	09/08/17	01	REFILL POSTAGE MACHINE	79-000-14-00-1400 INVOI	CE TOTAL:	500.00 500.00	*
					CHECK TOTAL:		50	00.00
525778	NICOR	NICOR GAS						

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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525778	NICOR NICOR GAS							
	00-41-22-8748 4-0817	08/31/17	01	08/02-08/31 1107 PRAIRIE LANE		E TOTAL:	35.37 35.37 *	r
	12-43-53-5625 3-0817	09/01/17	01	08/03-09/01 609 N BRIDGE		E TOTAL:	22.10 22.10 *	·
	15-41-50-1000 6-0817	09/01/17	01	08/02-08/31 804 GAME FARM RD		E TOTAL:	93.95 93.95 *	
	15-64-61-3532 5-0817	08/31/17	01	08/02-08/31 1991 CANNONBALL TR		E TOTAL:	29.19 29.19 *	•
	23-45-91-4862 5-0817	09/01/17	01	08/03-09/01 101 BRUELL ST		E TOTAL:	91.30 91.30 *	•
	40-52-64-8356 1-0817	09/05/17	01	08/03-09/05 102 E VAN EMMN		E TOTAL:	85.82 85.82 *	·
	46-69-47-6727 1-0817	09/07/17	01	08/08-09/07 1975 BRIDGE		E TOTAL:	87.10 87.10 *	·
	61-60-41-1000 9-0817	09/05/17	01	08/03-09/01 610 TOWER		E TOTAL:	19.24 19.24 *	·
	62-37-86-4779 6-0817	09/07/17	01	08/08-09/07 185 WOLF ST		E TOTAL:	15.21 15.21 *	·
	80-56-05-1157 0-0817	09/07/17	01	08/07-09/07 2512 ROSEMONT		E TOTAL:	19.79 19.79 *	·
	83-80-00-1000 7-0817	09/05/17	01	08/03-09/01 610 TOWER UNIT B		E TOTAL:	35.82 35.82 *	•
					CHECK TOTAL:		534	1.89

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	

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525779	NICOR NICOR GA	S						
	91-85-68-4012 8-0817	09/01/17	01	08/02-08/31 902 GAME FARM RD		CE TOTAL:		
					CHECK TOTAL:		3	37.37
525780	O'REILLY O'REILLY	AUTO PARTS						
	5613-119216	07/27/17	01	BLADES, FUEL CLEANER		CE TOTAL:	57.70 57.70	
	5613-122302	08/31/17	01	VEHICLE CLEANING SUPPLIES	01-410-56-00-5640 INVOI		63.43 63.43	
	5613-122873	09/07/17	01	OIL FILTER		CE TOTAL:	17.99 17.99	*
	5613-123366	09/12/17		PINTLE PLATE & HOOK, PIN & CLIP	** COMMENT **		166.97	
	5613-123480	09/13/17		PINTLE PLATE & HOOK, PIN & CLIP	01-410-54-00-5490 ** COMMENT **	CE TOTAL:	166.97	
					CHECK TOTAL:		4	73.06
D000631	ORRK KATHLEEN	FIELD ORR &	ASSO	С.				
	15371	09/09/17	02 03 04 05	MISC ADMIN LEGAL MATTERS MISC LITIGATION MATTERS CASEY'S LEGAL MATTERS CEDARHURST LEGAL MATTERS DOWNTOWN TIF LEGAL MATTERS DOWNTOWN TIF 2 LEGAL MATTERS	01-640-54-00-5461 90-105-00-00-0011 90-101-00-00-0011 87-870-54-00-5462		9,000.12 107.50 2,488.63 175.00 247.25 2,816.50	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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CHECK #	VENDOR # INVOICE #	INVOICE DATE		DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D000631	ORRK	KATHLEEN FIELD ORR &	ASSO	c.				
	15371	09/09/17	08 09 10 11		01-640-54-00-5456 ** COMMENT ** 01-640-54-00-5456 79-790-54-00-5466 87-870-54-00-5462		537.50 107.50 1,000.00 86.00 43.00 16,609.00 *	
					DIRECT DEPOSIT TO	TAL:	16,609.0	0 (
525781	OSWEGO	VILLAGE OF OSWEGO						
	20170178	08/28/17	02		** COMMENT ** ** COMMENT **	CE TOTAL:	3,877.20 3,877.20 *	
					CHECK TOTAL:		3,877.2	20
525782	PARADISE	PARADISE CAR WASH						
	223527	09/06/17	01	AUG 2017 CAR WASHES	01-210-54-00-5495 INVOI	CE TOTAL:	22.00 22.00 *	
					CHECK TOTAL:		22.0	0 (
525783	R0000474	NEIL BORNEMAN						
	091117	09/11/17	02	REFUND OF LIBRARY AND CITY PORTIONOF TAXES PER ORDINANCE 2006-105	** COMMENT **  ** COMMENT **		1,232.70	
					INVOI	CE TOTAL:	1,232.70 *	
					CHECK TOTAL:		1,232.7	10

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	

TIME: 13:29:13 ID: AP211001.WOW

DATE: 09/19/17

CHECK #	VENDOR # INVOICE #	INVOICE DATE		1 DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
525784	R0001925	ANTHONY ABBATTISTA						
	091217	09/12/17	02	REFUND OVERPAYMENT ON FINAL UTILITY BILL FOR ACCT#0301135400-00	01-000-13-00-137 ** COMMENT ** ** COMMENT **		291.04	
					INVO	ICE TOTAL:	291.04	*
					CHECK TOTAL:		2	91.04
525785	R0001926	RACHEL SIBLEY						
	160928	09/12/17		REFUND DUE TO INSTRUCTOR	79-000-44-00-440 ** COMMENT **		67.00	
			02	CONFLICT		ICE TOTAL:	67.00	*
					CHECK TOTAL:			67.00
525786	R0001927	MARIA DELAPAZ						
	160927	09/11/17		REFUND DUE TO PARTICIPANT			65.00	
			02	CONFLICT	** COMMENT ** INVO	ICE TOTAL:	65.00	*
					CHECK TOTAL:			65.00
525787	R0001928	DAVID MORGESON						
	091417	09/14/17		REFUND OVERPAYMENT ON FINAL		1	438.32	
			02	BILL FOR ACCT#004254500-01		ICE TOTAL:	438.32	*
					CHECK TOTAL:		4	38.32
525788	SEBIS	SEBIS DIRECT						
	24029	09/07/17	01	AUG 2017 UTILITY BILLING	01-120-54-00-543	0	308.87	

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	

TIME: 13:29:13
ID: AP211001.W0W

DATE: 09/19/17

CHECK #	VENDOR # INVOICE #	INVOICE DATE			ACCOUNT #	PROJECT CODE	ITEM AMT	
525788	SEBIS	SEBIS DIRECT						
	24029	09/07/17	03 04 05 06 07	AUG 2017 UTILITY BILLING	51-510-54-00-5462 52-520-54-00-5430 79-795-54-00-5426 52-520-54-00-5462		84.33 219.53 413.79 112.98 193.03 219.53 52.70 1,604.76 *	
					CHECK TOTAL:		1,604.76	ó
525789	SFBCT	SWFVCTC						
	YV2Q2017	09/14/17	02	40% OF APR-JUN 2017 CABLE FRANCHISE PAYMENT OF \$60,519.86	** COMMENT **  ** COMMENT **	CE TOTAL:	·	
					CHECK TOTAL:		24,207.94	4
525790	SHERWINW	THE SHERWIN-WILLIAMS	CO.					
	3694-1	09/08/17	01	TRAFFIC PAINT	01-410-56-00-5640 INVOI	CE TOTAL:	584.70 584.70 *	
	3838-4	09/12/17	01	TRAFFIC PAINT	01-410-56-00-5640 INVOI	CE TOTAL:	487.25 487.25 *	
					CHECK TOTAL:		1,071.95	5
525791	SISLERS	SISLER'S ICE, INC.						
	2017 HTD	08/31/17	01	ICE FOR HOMETOWN DAYS		CE TOTAL:	425.00 425.00 *	
					CHECK TOTAL:		425.00	Э

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	

TIME: 13:29:13 ID: AP211001.W0W

DATE: 09/19/17

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT		
525792	SPEEDWAY FLEETCOR SUPERFLEET MASTERCARD								
	FB638-0911	17 09/11/17			01-000-24-00-244 01-000-24-00-244 INVC	0	3,184.97 7,745.18 10,930.15 *		
					CHECK TOTAL:		10,930.15		
525793 TRCONTPR		TRAFFIC CONTROL & PR	OTECT	ION					
	90219	08/25/17	01	NO PARKING SIGNS	15-155-56-00-561 INVC	9 ICE TOTAL:	170.70 170.70 *		
					CHECK TOTAL:		170.70		
525794	TRINITYC	UNITED METHODIST MEN							
	2017 HTD	09/08/17		HOMETOWN DAYS STAFF MEAL REIMBURSEMENT	79-795-56-00-560 ** COMMENT **	2	90.00		
					INVC	ICE TOTAL:	90.00 *		
					CHECK TOTAL:		90.00		
525795	UNDERGR	UNDERGROUND PIPE & V	ALVE	CO					
	024152	09/07/17	01	DUAL CHECK VALVES	51-510-56-00-566 INVC	4 ICE TOTAL:	1,925.00 1,925.00 *		
					CHECK TOTAL:		1,925.00		
525796	UPS5361	DDEDC #3, INC							
	090717	09/07/17	01	1 PKG TO KFO	01-110-54-00-545 INVC	2 ICE TOTAL:	30.92 30.92 *		
					CHECK TOTAL:		30.92		

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

#### UNITED CITY OF YORKVILLE CHECK REGISTER

TIME: 13:29:13
ID: AP211001.W0W

DATE: 09/19/17

#### INVOICES DUE ON/BEFORE 09/26/2017

CHECK #	VENDOR # INVOICE #	INVOICE DATE	#	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
525797	VITOSH	CHRISTINE M. VITOSH					
	CMV1882	08/28/17		CASEY'S RETAIL ANNEXATION PUBLIC HEARING	90-105-00-00-0011 ** COMMENT **	L	200.22
					INVO	ICE TOTAL:	200.22 *
					CHECK TOTAL:		200.22
525798	WAREHOUS	WAREHOUSE DIRECT					
	3586089-1	08/17/17	01	INK CARTRIDGES	01-220-56-00-5610 INVO	) [CE TOTAL:	166.64 166.64 *
					CHECK TOTAL:		166.64
525799	WATERSYS	WATER SOLUTIONS UNLI	MITE	, INC			
	42325	08/24/17	01	CHEMICALS	51-510-56-00-5638 INVO	GCE TOTAL:	2,523.00 2,523.00 *
					CHECK TOTAL:		2,523.00
525800	WELDSTAR	WELDSTAR					
	061608910	08/24/17	01	GAS STEEL CYLYINDER	01-410-54-00-5485 INVO		7.75 7.75 *
					CHECK TOTAL:		7.75
525801	WERDERW	WALLY WERDERICH					
	083016	08/30/16	01	08/14 & 08/28 ADMIN HEARINGS		7 ICE TOTAL:	300.00 300.00 *
					CHECK TOTAL:		300.00
525802	WIREWIZ	WIRE WIZARD OF ILLIN	NOIS,	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
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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

#### UNITED CITY OF YORKVILLE CHECK REGISTER

DATE: 09/19/17 TIME: 13:29:13 ID: AP211001.W0W

#### INVOICES DUE ON/BEFORE 09/26/2017

CHECK #	VENDOR # INVOICE #		VOICE I ATE	TEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	_
525802	WIREWIZ	WIRE WIZARD O	F ILLINOI	s,	INC				
	27609	09	/01/17	01	10/01-12/31 ALARM MONITORING		CE TOTAL:	138.00 138.00 *	
						CHECK TOTAL:		138.0	0
D000632	YBSD	YORKVILLE BRI	STOL						
	817SF	09,	/08/17	01	AUG 2017 SANITARY FEES		CE TOTAL:		
						DIRECT DEPOSIT TO	TAL:	296,877.1	0
525803	YORKACE	YORKVILLE ACE	& RADIO	SHA	CK				
	163875	09,	/01/17	01	BOLTS	01-410-56-00-5620 INVOI	CE TOTAL:	10.26 10.26 *	
	163974	09,	/13/17	01	CHAIN LOOP	01-410-56-00-5640 INVOI	CE TOTAL:	31.98 31.98 *	
						CHECK TOTAL:		42.2	4
						TOTAL CHECKS PAIL	):	335,372.1	2
						TOTAL DIRECT DEPO	SITS PAID:	313,486.1	0
						TOTAL AMOUNT PAIR	):	648,858.2	2

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

# UNITED CITY OF YORKVILLE MANUAL CHECK REGISTER

TIME: 07:49:56 ID: AP225000.CBL

DATE: 09/19/17

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM # 	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT	
131106	KCR	KENDALL COUNTY RECOR	DER'S		09/12/17			
	201156	09/12/17		FILED 2 NEW UTILITY RELEASED 3 UTILITY I		51-510-54-00-5448 ** COMMENT **	245.00	
						INVOICE TOTAL:	245.00 *	
						CHECK TOTAL:		245.00
						TOTAL AMOUNT PAID:		245.00



# UNITED CITY OF YORKVILLE PAYROLL SUMMARY September 22, 2017

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	\$ 908.34	\$ -	\$ 908.34	\$ -	\$ 69.49	\$ 977.83
CLERK	583.34	-	583.34	8.98	44.61	636.93
TREASURER	83.34	-	83.34	8.98	6.36	98.68
ALDERMAN	3,900.00	-	3,900.00	-	287.05	4,187.05
ADMINISTRATION	16,535.22	-	16,535.22	1,782.50	1,208.63	19,526.35
FINANCE	9,270.01	-	9,270.01	999.31	683.41	10,952.73
POLICE	105,256.73	9,030.90	114,287.63	583.94	8,468.93	123,340.50
COMMUNITY DEV.	15,824.07	-	15,824.07	1,627.25	1,168.52	18,619.84
STREETS	13,066.43	10.45	13,076.88	1,409.69	963.21	15,449.78
WATER	14,648.51	180.34	14,828.85	1,554.09	1,077.52	17,460.46
SEWER	9,421.35	-	9,421.35	1,015.61	703.30	11,140.26
PARKS	18,177.00	56.76	18,233.76	1,965.61	1,337.27	21,536.64
RECREATION	14,432.53	-	14,432.53	1,136.38	1,073.15	16,642.06
LIBRARY	12,667.87	-	12,667.87	672.00	942.92	14,282.79
TOTALS	\$ 234,774.74	\$ 9,278.45	\$ 244,053.19	\$ 12,764.34	\$ 18,034.37	\$ 274,851.90

**TOTAL PAYROLL** 

\$ 274,851.90



# UNITED CITY OF YORKVILLE PAYROLL SUMMARY September 8, 2017

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	\$ 16,535.24	\$ -	16,535.24	\$ 1,782.51	\$ 1,208.62	\$ 19,526.37
FINANCE	9,270.01	-	9,270.01	1,015.48	694.87	\$ 10,980.36
POLICE	102,809.12	1,327.88	104,137.00	583.94	7,726.79	\$ 112,447.73
COMMUNITY DEV.	15,378.54	-	15,378.54	1,643.42	1,145.92	\$ 18,167.88
STREETS	13,066.45	-	13,066.45	1,408.56	962.40	\$ 15,437.41
WATER	14,551.04	323.06	14,874.10	1,569.48	1,080.97	\$ 17,524.55
SEWER	8,171.37	-	8,171.37	897.04	619.16	\$ 9,687.57
PARKS	19,974.07	-	19,974.07	2,043.63	1,470.39	\$ 23,488.09
RECREATION	13,169.16	-	13,169.16	1,136.39	976.56	\$ 15,282.11
LIBRARY	13,520.99	-	13,520.99	672.00	1,008.20	\$ 15,201.19
TOTALS	\$ 226.445.99	\$ 1.650.94	\$ 228.096.93	\$ 12.752.45	\$ 16.893.88	\$ 257.743.26

**TOTAL PAYROLL** 

**\$ 257,743.26** 



# UNITED CITY OF YORKVILLE

# **BILL LIST SUMMARY**

Tuesday, September 26, 2017

ACCOUNTS PAYABLE		<b>DATE</b>	
Manual Check Register (Page 1)		09/12/2017	16,078.00
City MasterCard Bill Register (Pages 2 - 8)		09/25/2017	148,348.37
City Check Register (Pages 9 - 35)		09/26/2017	648,858.22
	<b>SUB-TOTAL:</b>		\$813,284.59
OTHER PAYABLES			
Clerk's Check #131105- Kendall County Recorder (Page 36)		09/12/2017	245.00
	<b>SUB-TOTAL:</b>		\$245.00
PAYROLL			
Bi - Weekly ( <i>Page 37</i> )		09/08/2017	257,743.26
Bi - Weekly (Page 38)		09/22/2017	274,851.90
	SUB-TOTAL:		\$532,595.16



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

Agenda Item Number
Mayor #1
Tracking Number
CC 2017-51

# **Agenda Item Summary Memo**

Title: Well No. 9 Re-Installation Authorization					
Meeting and Date:	City Council – September 26,	2017			
Synopsis: See attach	Synopsis: See attached.				
<b>Council Action Previous</b>	iously Taken:				
Date of Action:	Action Taken:				
Item Number:					
Type of Vote Requir					
Council Action Requ	nested: Approval				
Submitted by:	Eric Dhuse Name	Public Works			
		Department			
	Agenda Item	Trotes:			



# Memorandum

To: Mayor and City Council

From: Eric Dhuse, Director of Public Works

CC: Bart Olson, Administrator

Date: September 20, 2017

Subject: Well 9 final authorization

# **Summary**

This will be the 4<sup>th</sup>, and final authorization to repair and reinstall well 9 components to be able to bring it back on line. The first three authorizations total \$60,725.00 to remove the pump, "fish" the pump out of the bottom of the well, and inspect all components. The fourth and final phase will be to repair all damaged components, replace all piping, reinstall the entire assembly, and disinfect the well. After the authorization is approved, the estimated time to perform this work is 3-5 weeks. At that time, we will be able to return well 9 to full service.

# Background

- August 9<sup>th</sup> well 9 breaks down
- August 14<sup>th</sup> Layne Christensen starts work on removing all components of well 9. Work stops on August 17<sup>th</sup> when it is found that four sections of pipe, pump and motor have broken away and fallen to the bottom of the well.
- August 23<sup>rd</sup> Layne starts working on "fishing" out the pump, motor and pipe assembly. This work is completed on August 30<sup>th</sup>.
- September 5<sup>th</sup> a special city council meeting is held to authorize the next phase of the operation which is moving it to their shop, cleaning, inspecting and recommending repairs to all components.
- September 15<sup>th</sup> the city receives cost estimates to repair and reinstall all components of well 9 needed to make it operational again.
- September 26<sup>th</sup> the Mayor and City Council vote on the final authorization.

# **Recommendation(s)**

It is my recommendation to use Layne Christiansen as a sole source bidder to finish this project. Layne has been the City's well contractor for decades, and perform their work in a very professional manner. We have bid out well work as recently October 2015 for well 8 routine maintenance and Layne was the low bidder on that project against 2 other bidders. In addition, Layne performed the emergency repair for Well 4 last year. The total cost for that repair was \$124,480. This did not include "fishing" for the pump, motor and pipe assembly (~\$26,000) or the use of all new pipe (\$18,242). If these costs were added to the well 4 repair, it would total \$168,722 which is very comparable to the cost for the Well 9 repair this year.

It is also my recommendation to authorize Layne Christensen to repair and reinstall all components of well 9 using all new pipe for a cost not to exceed \$174,076. The quote for cutting and rethreading the existing pipe is \$155,834, for a difference of \$18,242. Both quotes are attached for your review. I recommend using new pipe due to the fact that this pipe has already been cut and rethreaded when we had routine maintenance performed on it approximately 6-7

years ago. In addition, it was a pipe joint that failed. For these two reasons, I would recommend using new pipe and not cutting and rethreading our existing pipe.

To pay for this repair I would recommend that we utilize the money that was budgeted this fiscal year (FY18) in the amount of \$200,000, initially planned for routine maintenance on well 7. Even though the proposed well 9 repair would exceed the amount budgeted for well rehabs in the individual line item by approximately \$35,000, Finance Director Fredrickson recommends that the Water Fund budget does not need to be amended at this time. At this point it seems unlikely that the City would spend the \$200,000 budgeted in engineering services (51-5465) for land acquisition related to the regional water study. Thus, the savings in the engineering services line should more than offset the overage in the well rehab line item. Should the City decided to pursue land acquisition later on in FY 18, the budget could be amended at that time. Additionally, I am comfortable with pushing that routine maintenance on well 7 out at least one fiscal year to FY19. I do not think it will have any adverse consequences on the well performance. The final timing of the routine maintenance for well 7 will be dictated by the budget process and passage by the City Council.

Finally, I would recommend that the City entertain using a Professional Service Agreement with Layne or another well contractor. If we would have had a PSA in place for this project, we would have saved approximately \$2500-\$3500 (per Layne). This savings are 5% on labor and 10% on specialty items such as televising and Byron Jackson motor service. The biggest advantage, in my estimation, would be that we have an agreement in place that would allow us to get the work completed without calling special City Council meeting or coming to the Council with every authorization. I estimate on this project we could have saved 16 days and 1 special City Council meeting. I have attached a sample agreement from Layne for your review. If the council is receptive to using a PSA agreement, we will send out RFP's or RFQ's, whichever is appropriate to open it up to all well contractors. I only used Layne's example they sent us as reference only.

I would ask that this be placed on the September 26, 2017 City Council meeting for discussion. If you have any questions or need further information, please let me know.



# Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works Lisa Pickering, Deputy City Clerk

Date: September 19, 2017

Subject: Well No. 9

Attached is the formal report and cost estimate from Layne regarding inspection of the well equipment. Representatives from EEI and the City inspected the equipment at Layne's facility on September 12<sup>th</sup>, in advance of this report. Photos that EEI took onsite are also attached.

EEI agrees with the analysis and recommendations in Layne's report. The motor is in good condition and suitable for reuse. The interior of the pumping assembly castings are very eroded and the pumping assembly should be completely replaced. The cause of the pump failure was column piping separation. Unfortunately, there is not a clearly defined root cause of the erosion/corrosion at the point of pipe failure. Further forensic analysis of the piping would be costly, time-consuming, and not guaranteed to provide full clarity.

Due to the two catastrophic failures in the piping since installation in 2004, which is uncommon given the age of the piping, EEI recommends replacement of all column piping with new piping. Additional precautions will be taken with the new piping to help prevent future piping failures, such as more threading and larger couplings on each pipe joint, zinc banding on each pipe section to sacrificially corrode instead of the piping, and caulking at each pipe coupling to help prevent water from infiltrating the pipe threading (which may lead to corrosion/erosion). These measures have been included in Layne's attached cost estimate.

As noted in Layne's report, they anticipate that the pump will be ready for reinstallation within 3-5 weeks following authorization, and we estimate it will take another 1-2 weeks to mobilize, install, and test the pumping equipment.

EEI recommends approval for Layne to proceed with the Well No. 9 pumping equipment rehabilitation and installation, estimated at \$174,076.00, as identified in the attached cost estimate.

















# LAYNE CHRISTENSEN COMPANY

721 W. Illinois Avenue Aurora, IL 60506 630.897.6941

JOB NO:	City of Yorkville, IL
DESIGNED:	TPH
DATE:	September 12, 2017
PROJECT TITLE:	Water Well No. 9 Pump Repair

Repairs Estimate - All new pipe w/ new pipe couplings							
ITEM NO.	ITEM	UNIT	QUANTITY		UNIT PRICE*		AMOUNT
1	MOBILIZATION	LS	0	\$	-	\$	-
2	REMOVE THE SUBMERSIBLE PUMP AND MOTOR w/ BRIEF SITE INSPECTION	LS	0	\$	-	\$	-
2A	LOAD & MOVE PIPE TO YARD	LS	0	\$	-	\$	-
3	INSPECT THE PUMPING ASSEMBLY, MOTOR, COLUMN PIPING, SURGE	LS	0	\$	-	\$	-
	CHECK VALVES, ETC. AND PREPARE INSPECTION REPORT						
4	REHABILITATE{Epoxy Coat} THE 10-INCH COLUMN PIPING - RE-USABLE PIPE	LF	0	\$	23.00	\$	-
4a	INSTALL NEW 10" ID ZINC SLEEVES - BOTH ENDS ON ALL PIPE	EA	84	\$	171.00	\$	14,364.00
4b	INSTALL NEW 10" OD ZINC SLEEVES - ONE END, BELOW WATER ONLY	EA	20	\$	179.00	\$	3,580.00
5	CUT AND RE-THREAD COLUMN PIPING JOINTS - BOTH ENDS	EA	0	\$	198.00	\$	-
6	FURNISH NEW COLUMN PIPE COUPLINGS	EA	0	\$	178.00	\$	-
7	NEW BYRON JACKSON CIBF BOWL ASSEMBLY - 14 stages	LS	1	\$	40,948.00	\$	40,948.00
	{ABOVE IS A FACTORY SUPPLIED PRICE}			\$	-	\$	-
7a	BUILD NEW BOWL FROM AURORA STOCK	LS	1	\$	2,832.00	\$	2,832.00
7b	CREDIT/SALVAGE VALUE FOR EXISTING BRONZE IMPELLERS	EA	14	\$	(300.00)	\$	(4,200.00)
8	PERFORM BAILING - ATTEMPT TO REMOVE LOOSE AIRLINE/CABLE GUARDS	HR	6.0	\$	375.00	\$	2,250.00
9	CONDUCT TELEVISION SURVEY	LS	0	\$	1,700.00	\$	-
10	FULL SERVICE OF THE 300 HP SUBMERSIBLE MOTOR - NEW BALANCE LINE	LS	1	\$	5,975.00	\$	5,975.00
11	HYPOT TEST THE POWER CABLE	LS	0	\$	-	\$	-
11a	FURNISH NEW BYRON JACKSON FLAT CABLE	EA	1	\$	5,795.00	\$	5,795.00
12	FURNISH DISCHARGE COLUMN SURGE VALVES	EA	2	\$	1,440.00	\$	2,880.00
13	FURNISH NEW DISCHARGE COLUMN PIPING {EPOXY COATED} - EST.	FT.	870	\$	78.00	\$	67,860.00
14	FURNISH AIRLINE WATER LEVEL INDICATOR	LF	1,750	\$	0.50	\$	875.00
15	REFURBISH PITLESS SPOOL - NEW O-RINGS, WELD NEW PIPE NIPPLE	LS	1	\$	1,950.00	\$	1,950.00
16	REINSTALL THE SUBMERSIBLE PUMP	LS	1	\$	18,900.00	\$	18,900.00
16A	LOAD AND MOVE PIPE BACK TO SITE	LS	1	\$	4,200.00	\$	4,200.00
17	CONDUCT PUMPING TEST	HR	4	\$	248.00	\$	992.00
18	PERFORM WELL DISINFECTION	LS	1	\$	1,375.00	\$	1,375.00
19	DEMOBILIZATION	LS	1	\$	3,500.00	\$	3,500.00
			TOTAL	СО	ST ESTIMATE	\$	174,076.00

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# LAYNE CHRISTENSEN COMPANY

721 W. Illinois Avenue Aurora, IL 60506 630.897.6941

JOB NO:	City of Yorkville, IL
DESIGNED:	TPH
DATE:	September 12, 2017
PROJECT TITLE:	Water Well No. 9 Pump Repair

Repairs Estimate - Cut/Rethreads both ends of pipe w/ new pipe couplings							
ITEM NO.	ITEM	UNIT	QUANTITY		UNIT PRICE*		AMOUNT
1	MOBILIZATION	LS	0	\$	-	\$	-
2	REMOVE THE SUBMERSIBLE PUMP AND MOTOR w/ BRIEF SITE INSPECTION	LS	0	\$	-	\$	-
2A	LOAD & MOVE PIPE TO YARD	LS	0	\$	-	\$	-
3	INSPECT THE PUMPING ASSEMBLY, MOTOR, COLUMN PIPING, SURGE	LS	0	\$	-	\$	-
	CHECK VALVES, ETC. AND PREPARE INSPECTION REPORT						
4	REHABILITATE{Epoxy Coat} THE 10-INCH COLUMN PIPING - RE-USABLE PIPE	LF	770	\$	23.00	\$	17,710.00
4a	INSTALL NEW 10" ID ZINC SLEEVES - BOTH ENDS ON ALL PIPE	EA	84	\$	171.00	\$	14,364.00
4b	INSTALL NEW 10" OD ZINC SLEEVES - ONE END, BELOW WATER ONLY	EA	20	\$	179.00	\$	3,580.00
5	CUT AND RE-THREAD COLUMN PIPING JOINTS - <b>BOTH</b> ENDS	EA	84	\$	198.00	\$	16,632.00
6	FURNISH NEW COLUMN PIPE COUPLINGS	EA	42	\$	178.00	\$	7,476.00
7	NEW BYRON JACKSON CIBF BOWL ASSEMBLY - 14 stages	LS	1	\$	40,948.00	\$	40,948.00
	{ABOVE IS A FACTORY SUPPLIED PRICE}			\$	-	\$	-
7a	BUILD NEW BOWL FROM AURORA STOCK	LS	1	\$	2,832.00	\$	2,832.00
7b	CREDIT/SALVAGE VALUE FOR EXISTING BRONZE IMPELLERS	EA	14	\$	(300.00)	\$	(4,200.00)
8	PERFORM BAILING - ATTEMPT TO REMOVE LOOSE AIRLINE/CABLE GUARDS	HR	6.0	\$	375.00	\$	2,250.00
9	CONDUCT TELEVISION SURVEY	LS	0	\$	1,700.00	\$	-
10	FULL SERVICE OF THE 300 HP SUBMERSIBLE MOTOR - NEW BALANCE LINE	LS	1	\$	5,975.00	\$	5,975.00
11	HYPOT TEST THE POWER CABLE	LS	0	\$	-	\$	-
11a	FURNISH NEW BYRON JACKSON FLAT CABLE	EA	1	\$	5,795.00	\$	5,795.00
12	FURNISH DISCHARGE COLUMN SURGE VALVES	EA	2	\$	1,440.00	\$	2,880.00
13	FURNISH NEW DISCHARGE COLUMN PIPING {EPOXY COATED} - EST. {This compensates for pipe amount lost during re-threading}	FT.	100	\$	78.00	\$	7,800.00
14	FURNISH AIRLINE WATER LEVEL INDICATOR	LF	1,750	\$	0.50	\$	875.00
15	REFURBISH PITLESS SPOOL - NEW O-RINGS, WELD NEW PIPE NIPPLE	LS	1	\$	1,950.00	\$	1,950.00
16	REINSTALL THE SUBMERSIBLE PUMP	LS	1	\$	18,900.00	\$	18,900.00
16A	LOAD AND MOVE PIPE BACK TO SITE	LS	1	\$	4,200.00	\$	4,200.00
17	CONDUCT PUMPING TEST	HR	4	\$	248.00	\$	992.00
18	PERFORM WELL DISINFECTION	LS	1	\$	1,375.00	\$	1,375.00
19	DEMOBILIZATION	LS	1	\$	3,500.00	\$	3,500.00
			TOTAL	СО	ST ESTIMATE	\$	155,834.00

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September 13, 2017

TO: Tom Konen - City of Yorkville Steve Dennison – EEI Engineers

RE: UNITED CITY OF YORKVILLE WELL #9 PUMP REPAIRS

Tom and Steve:

Thank you for stopping in to our office this week to inspect the Yorkville Well 9 Pump. Per our discussions, we wish to briefly describe the repairs necessary, in addition to providing a detailed repair cost estimate for the final phase of this work.

Previously, the City approved the work for the first 3 phases of the work for a total amount of \$60,725.00. This letter covers the repairs that are necessary on the 400 HP Byron Jackson Type H Submersible Pump which would be the 4<sup>th</sup> and final phase.

A brief summary on the condition of the various components are as follows:

# **BAKER PITLESS ADAPTER SPOOL**:

The Baker Pitless Adapter Spool is in satisfactory condition. We discussed replacing both O rings as well as replacing the 8 Round Thread on the bottom of the spool. This will require cutting the old thread off and welding on a new, short pipe nipple with an 8 Round Thread.

## 10" T&C SCHEDULE 40 LINE PIPE:

The 10" pipe is in very rough condition. As known, the threaded connection on the piece of pipe one joint below the bottom surge valve is what failed. The threads were seriously eroded and corroded in a fashion quite similar to crevice corrosion. We found a few other threads that were just beginning the same path to failure. It seemed to be worse on the pipe that was below the water level.

Several of the pipe couplings were in bad shape due to the erosion of the exposed threads. Both surge control valves would need to be replaced also.

We did not do an exact tally on the amount of re-threading and new couplings needed, but this consists of a majority of both. It was unanimously felt that all threads and couplings should be replaced, in light of a second pipe joint failure experienced at Well 9. It had been approximately 6 – 7 years of use before each failure occurred. Exasperating the situation is that all of the pipe couplings have been tack welded on the underside plus a special Permatex used during the reinstallation in 2011. At that time, my recollection is that we decided to go in this manner in lieu of replacing all couplings and rethreading all pipe ends, due to the City's need for Well 9 back in service.

As discussed, you desired two options on the pipe repairs, one consisting of rethreading all ends of the pipe and installing new couplings; while the other would consist all new pipe. The two cost estimates attached are based upon this fact with all other repairs being the same. For the new pipe option, we are able to furnish either the standard ¾" taper couplings or the 8 round couplings, at the same price.

# WATER RESOURCES

Tom Konen, City of Yorkville Steve Dennison, Engineering Enterprises, Inc. (EEI) September 13, 2017 Page 2

# **POWER CABLE WITH BYRON JACKSON FLAT CABLE:**

Our Hypot Test of the power cable indicates that the cable is suitable for reuse – see attached Hypot Test Results. However, the Byron Jackson Flat Cable needs to be replaced.

# 14 STAGE-13/12 MQ BYRON JACKSON CAST IRON BOWL ASSEMBLY:

Upon pulling the "fished" pump out of the well, we observed that the motor adapter bracket was broken due to the fall to the bottom of the well. Upon disassembling and inspection of the bowl components, the bowl needs to be replaced due to significant erosion and corrosion on the inside of the bowl castings. The exterior of the castings are in good shape.

You asked about the possible reuse of the bronze impellers. If we were to do so, we would need to replace the factory installed wear rings on the new bowl stages and for whatever savings you would get for reusing the existing impellers, this would be offset by the extra work to replace the new casting wear rings. While we already have many, many used 12 MQ impellers, we can offer a cost credit for your old impellers as a gesture for the city.

We based the new bowl assembly pricing off of what was provided to the City almost 1 year ago for the Well 4 Project. The Well 9 Bowl Assembly requires four additional stages and thus, the price is higher. Please note that the Well #4 pricing was based upon a factory supplied bowl assembly, so this required an adder for building the bowl assembly out of our Aurora, IL inventory.

## 400 HP BYRON JACKSON TYPE H SUBMERSIBLE MOTOR:

The 400 HP Motor checkout quite satisfactory after our preliminary inspections – this is quite fortunate when you consider the \$160,000 {+} replacement motor cost. The megger readings were excellent, the seal floated well, the shaft projection was right on, the shaft turned very freely, and the exterior was in good shape. As one would expect, the Byron Jackson special balance line was ripped off and would need to be replaced during normal servicing, consisting of changing oil, filter, etc.

The 400 HP Byron Jackson motor certainly looks reusable, but there are no guarantees provided for this motor. This is actually no different than any routine Byron Jackson Submersible Type H Pump repair as our servicing only consists of replacing gaskets, fittings, etc. and a routine oil change (kind of like you would do with your own car).

## **PVC TRANSDUCER PIPE AND TRANSDUCER:**

Tom reported that his staff had already replaced the couplings that were cut during the pulling and furnished the 180 ft. of new pipe that was required due to the pump falling into the well. There will be no need for any additional services on the PVC Transducer Pipe.

As stated above, the 2 attached pump repair estimates are identical, except for what is desired to be done on the 10" T&C pipe. Both pipe options included the installation of 10" ID and OD zinc sleeves on the pipe, as we discussed. The number of sleeves installed could certainly be modified, as desired.



Tom Konen, City of Yorkville Steve Dennison, Engineering Enterprises, Inc. (EEI) September 13, 2017 Page 3

As part of the pump installation, we would also plan to prep the couplings as discussed in our meeting this week. This consists of a silicone bead wrapped around the bottom of each pipe coupling along with the standard tape wrapping above and below the couplings, to cover wrench marks during the installation process.

The time to perform the repairs of both options vary slightly but on an average, we should be able to have the Well 9 pump ready for reinstallation within 3 to 5 weeks following authorization, if we build the bowl assembly from stock. If it is desired to save the money for building the bowl out of stock, the estimated time to receive the new bowl assembly would be 6 to 8 weeks.

We thank you for the opportunity to submit these estimates and if you have any questions, please certainly feel free to give us a call.

Yours very truly,

Thomas P. Healy, P.E. General Manager

Michael McDonald Michael McDonald Account Manager

TPH/kmw





# **CABLE HIGH POTENTIAL TEST**

GREAT LAKES GROUP WATER RESOURCES DIVISION

Customer:	Yorkvill	e		Date	9-11-17	Jol	o No 470	10		
Well No.: 9 Location: Aurora, IL Shop										
Cable Description No. 2, 2.4 kV Length 880' (±) Installed By										
Type of Test Proof Max. Test Voltage 5,000 Duration 5 Min. Motor Voltage 2,300										
Weather Indoors Temperature 65°F Humidity										
Test Equip	Test Equipment 6 kV Test Set Test Engineer J. Geltz Time									
<u>REA</u>	ADINGS ON V	OLTAGE RI	<u>SE</u>		<u>RE</u> A	ADINGS WITI	H VOLTAGE (	CONSTANT		
Test Voltage	Leakage I in Micro - Amps			nps	Time ir Min.	I	Leakage I in Micro - Amps			
	AØ	ВØ	CØ			AØ	BØ	CØ		
	Yellow	Green	Red			Yellow	Green	Red		
	10110 ((	010011	1100			10110 ()	010011	1100		
1,000	3.6	3.6	3.7			3.2	2.9	3.3	1	
2,000	4.2	4.4	4.6			1 .6	.5	.5		
3,000	4.3	4.4	4.1			2 .5	.8	.6		
4,000	3.8	3.6	4.2			3 .7	.6	.7		
5,000	3.2	2.9	3.3			1 .4	.4	.5		
- ,						5 .5	.4	.4		
DISCHARGE TIME										
Comments	z·									
Hypot test power cable only. Leakage values are quite low and cable appears suitable for reuse. However,										
note that reinstallation means cable as tested on spool above ground will be flexed over cable sheaves, squeezed against pipe										
by stainless steel banding and will be subject to possible down-hole damage, as well as significant hydrostatic pressure.										
Hypot testing may not detect leakage to atmosphere (i.e. external holes in cable insulation).										
NOTE: B. J. Flat Cable is 25' long and damaged - REPLACE										
Witness: Signature:										
John Geltz										

### City of------, IL Layne Christensen Company Professional Services Agreement xxxxxx, 2016

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated \_\_\_\_\_\_, 2016 and made by and between

XXXXX, IL XXXXXXXX XXXXXXXXX, IL XXXXX (Hereinafter "the City").

AND

#### LAYNE CHRISTENSEN COMPANY

(Hereinafter "Contractor"), a Corporation with a principal business address at 721 West Illinois Avenue Aurora, IL 60506

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE CITY AND THE CONTRACTOR AGREES AS FOLLOWS:

- **1. DEFINITIONS**: When capitalized in the Agreement, the following words or phrases shall have the following meanings:
  - a) "Agreement' shall mean this Agreement, the conditions of the Agreement, all Schedules of the Agreement, and all Change Orders issued and Task Orders executed after execution of this Agreement.
  - b) "City's Site" shall mean the location where the Work shall be performed,
  - c) "Change Order" shall mean a document signed by the City and the Contractor and authorizes an addition, deletion, or revision in the work or an adjustment in the Price or the Contract Term, issued on or after the execution of the Agreement.
  - d) NOT USED.
  - e) "Or Equal" shall be understood to indicate that the "equal" product is the same or better than the product named in the Specifications in function, performance, reliability, quality and general configuration.
  - f) "Price" shall mean the price or prices stated in this Agreement and/or the applicable Task Order.
  - g) "Specifications" shall mean the specifications, qualities, nature, type, properties, amounts, assortments and other descriptions of and requirements for the Work as stated in the respective Task Order.

### City of------, IL Layne Christensen Company Professional Services Agreement xxxxxx, 2016

- h) "Subcontractor" shall mean contractors, suppliers, vendors, and subcontractors of any tier and any other persons or entities contracting directly or indirectly with Contractor for the performance of the Work under this Agreement.
- i) "Work" shall mean Services identified in the Specifications.
- j) "Work Product" shall mean studies, reports, evaluations, designs, drawings, procedures, specifications, plans and all other documentation and deliverables which are produced or acquired by Contractor for or at the direction of the City pursuant to the applicable Task Order.
- 2. SCOPE OF WORK AND PROCESS: The Work to be performed by Contractor under this Agreement shall be set forth in individual task orders ("Task Orders"). Upon the request of the City, Contractor shall prepare a Task Order containing an identification of the project ("Project"), description of the Work, compensation to be paid to Contractor for the performance of the Work, any Bonds required for the Work and a proposed schedule for the performance ("Project Schedule") for the Work. This Agreement does not obligate the City to request Work from Contractor, nor does it obligate Contractor to accept orders for Work from the City. Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date will be as set forth in the individual Task Order. Changes to the Task Order shall be made in writing and signed by both parties.
- **3. TERM:** This Agreement shall commence on XXXXX, 2016 and shall expire on XXXXX. 20XX unless terminated earlier pursuant to provisions contained herein ("Contract Term"). The City and Contractor may mutually agree to extend the term of this Agreement if the parties agree, in writing, on the terms of such extension.
- **4. REPRESENTATIVES:** The City Representative ("City Representative") shall be XXXXXXXXXX, *XXXXXXXX* or his designate. Contractor's designated representatives shall be *William Balluff, P.E., Account Manager* ("Contractor Representative"). Either party may change the name of its designated representative by giving written notice of same. The designated representatives shall be the primary points of contact for the Work but shall not have authority to change the terms of this Agreement.

## 5. NOT USED.

**6. PAYMENT:** The City shall pay Contractor for the Work as outlined in the applicable Task Order, inclusive of all sales and use taxes, if work is not tax exempt. Work shall be conducted at the rates established in Schedule B with a 5% reduction. A 10% reduction shall be applied to specialized service fees i.e. downhole video survey, Sonar Jet®, Boreblast<sup>TM</sup>, Chemical Treatment Unit, High Pressure Packer, Equipment Rental etc. Schedule B shall be updated annually to account for the Contractor's agreement with Union Local 150 Operating Engineers.

Comment [RL1]:

Currently, the Local 150 agreement accounts for an increase in labor wages and fringes on October 1 of each year through XXXX. The agreement expires XXXXXX XX, 201X.

**7. PAYMENT TERMS:** The City shall pay Contractor invoices per the requirements of the Illinois Prompt Payment Act. If any portion of the Work does not conform to the requirements of this Agreement, a corresponding portion of the price may be withheld by the City until the nonconformity is corrected. The City shall pay the Contractor for the Work as outlined above, inclusive of all sales and use taxes, as the same may be adjusted by Change Order.

#### 8. NOT USED

- 9. WARRANTIES: Contractor represents, warrants and guarantees that any Work provided under this Agreement shall be: (1) provided in accordance with the Specifications and the requirements of this Agreement; (2) provided in a skillful, workmanlike and professional manner and consistent with generally accepted industry practices and procedures in Contractor's particular area of expertise; (3) constructed from new materials, free from defects in material, workmanship and design, and of proper size and quality; and (4) not manufactured and not priced or sold in violation and not priced or sold in violation of any federal, state or local law, including without limitation those relating to health and safety. These warranties shall survive acceptance of the Work. Contractor warrants that the Work performed under this Agreement conforms to the requirements of this Agreement and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of his subcontractors or suppliers. Such warranties shall continue for a period of one (1) year from the date of final completion of the Work to be performed under the respective Task Order. Under this warranty, the Contractor shall remedy at his own expense any such failure to conform to any such defect. Any work performed on warrantied items by any contractor other than Layne during the warranty period will void all warranties. See specific equipment and labor warranty information detailed in Exhibit 2.
- **9.1 Exclusive Warranties.** The foregoing warranties are exclusive and are in lieu of all other warranties whether written, oral, implied, or statutory. NO IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY, AND ARE EXPRESSLY DISCLAIMED.
- **10. INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold the City, its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorney's fees and other costs of defense) for damages to property or injuries or death of any person arising out of any negligent

#### City of-----, IL Layne Christensen Company Professional Services Agreement xxxxxx, 2016

act or omission of Contractor, its employees, agents or subcontractors in the performance of this Contract. Contractor, however, will not be obligated to indemnify the City against liability arising as a result of the City's, or its directors', officers', employees', agents' or other contractors', negligence or intentional misconduct or other liability for which the City has agreed herein to indemnify Contractor.

The City agrees to indemnify, defend and hold Contractor, its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorney's fees and other costs of defense) for damages to property or injuries or death of any person arising out of any negligent act or omission of the City, its employees, agents or subcontractors in the performance of this Contract. The City, however, will not be obligated to indemnify Contractor against liability arising as a result of Contractor's, or its directors', officers', employees', agents' or subcontractors', negligence or intentional misconduct or other liability for which Contractor has agreed herein to indemnify the City.

The City agrees to indemnify, defend and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) which arise out of or result from (i) any release or threatened release of any substance (whether or not hazardous), including, without limitation, any hazardous waste, hazardous substance, pollutant, contaminant, toxic material, irritant, waste gas, liquid or solid material (as defined under state, provincial, or federal laws), or failure to properly detect or evaluate the presence or release or threatened release of any such substances on or from the job site, all except and to the extent that such claims, demands, causes of action, liabilities or costs are caused by the gross negligence or intentional misconduct of Contractor, its employees, agents, or subcontractors; or (ii) any holding or claim that Contractor or any of its subcontractors was a "generator" or "transporter" of hazardous waste or an "operator" of the job site (as such terms are used or defined under local, state, provincial, or federal laws).

11. LIENS: To the fullest extent permitted by law, Contractor shall take all actions necessary to prevent any Subcontractors from filing any liens against the City or its property, including the City's Site, except when related to the City's failure to make timely payments hereunder. In addition, Contractor shall defend, indemnify and hold harmless the City and any of its property, including the City's Site, from all such liens that are filed.

## 12. CLAIM FOR DAMAGES:

Regardless of anything to the contrary in any other part of this Agreement, neither party shall be liable to the other party for any special, indirect, incidental or consequential damages, whether based on contract, tort (including negligence), strict liability or otherwise, except in the event that the misconduct which give rise to such a damage claim are fraudulent or willful.

#### 13. NOT USED.

#### 14. NOT USED.

15. CHANGES: City may at any time by a written Change Order notice make changes within the general scope of this Agreement and/or the respective Task Order. If any change results in a material increase or decrease in the cost of the Work or otherwise materially affects this Agreement, the Change Order notice shall include an equitable adjustment in the Price, the schedule and/or any other affected provision. Any objection by Contractor to the proposed equitable adjustment must be asserted within seven (7) business days after receipt of the Change Order Notice. Notwithstanding such objection, if directed by the City, Contractor shall proceed with the change. Contractor shall not proceed with additional work without written authorization from the City.

**16. SUSPENSION OR INTERRUPTION OF WORK**: The City may direct Contractor, in writing, to suspend or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate. Contractor shall mitigate the costs of such suspension or interruption. The City agrees to reimburse Contractor for those expenses necessarily incurred directly as a result of such suspension or interruption, subject to the City's right to audit Contractor's books and records, except where such suspension or interruption results from Contractor's material noncompliance with the Purchase Agreement.

#### 17. TERMINATION:

- a.) For Contractor's Default: In the event of a material default by Contractor in the performance of the Work, the City may, with ten (10) days written notice of termination to Contractor, terminate this Agreement unless Contractor within such ten (10) day period cures such default or, if the default cannot be cured in ten (10) days, takes and continues to take substantial steps to cure such default.
- b.) For City's Default: The Contractor may, with ten (10) days written notice of termination to City, terminate this Agreement for nonpayment of amounts owed under this Agreement for (60) days or longer after such amounts become due, unless City within such ten (10) day period cures such default or, if the default cannot be cured in ten (10) days, takes and continues to take substantial steps to cure such default. In the event of such termination by Contractor for any reason which is not the fault of Contractor, its subcontractors or their agents or employees or other persons performing portions of the Work under contract with Contractor, Contractor shall be entitled to recover from the City payment for all Work executed and for all loss with respect to materials, equipment, tools, and construction equipment and machinery.
- **18. CONFLICT ERRORS; OMISSIONS:** In the event Contractor or the City becomes aware of any conflict, error or omission in the documents comprising this Agreement, such party shall bring the discrepancy to the attention of the other party. Such discrepancy shall be resolved by the Contractor or the City, subject to Contractor's or City's right to seek to an equitable increase or decrease in compensation or time of performance.

19. INSPECTIONS AND TESTS: The City may inspect the progress of the Work provided under this Agreement including Services and Work Product performed at Contractor's facilities. If this Agreement, laws, ordinances, rules, regulations or orders of any public authority require any portion of the Services and Work Product to be inspected, tested or approved, Contractor shall give the City reasonable advance notice of completion of such portion of the Services and Work Product and need for inspection, testing and/or approval, and shall not continue with such portion of the Services or modify such portion of the Work Product until such inspection, test or approval is completed. Contractor shall notify the City when, in its opinion, the Services and Work Product is completed. For a reasonable time after delivery and before acceptance, the City shall have the right to inspect and test the Work. The City shall notify Contractor if the Work or parts thereof do not conform to this Agreement. Contractor shall promptly correct, repair or replace all nonconforming Work at its sole expense and shall be responsible for the costs of returning any nonconforming Work. Acceptance and payment by the City shall not relieve Contractor of any of Contractor's duties and obligations.

#### 20. NOT USED

- 21. THE CITY'S PROPERTY: All tools, dies, jigs, patterns, equipment or material and other items furnished by or paid for by the City, and any replacement thereof, shall remain the property of the City. Such property shall be plainly marked to show it is the property of the City and shall be safely stored apart from other property. Contractor shall not substitute other property for the City's property and shall not use such property except in filling the City's orders. Contractor shall hold such property at its own risk and upon the City's written request shall redeliver the property to the City in the same condition as originally received by Contractor, reasonable wear and tear excepted.
- 22. INSURANCE: Contractor shall purchase and maintain such insurance as will protect Contractor and the City from claims which may arise out of or result from Contractor's operations under this Agreement. Such insurance shall be written for not less than the coverage and any limits of liability specified below, or by state statute, whichever is greater. By requiring insurance specified herein, the City does not represent that such coverage and limits will necessarily be adequate to protect Contractor and the City, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities or warranties of Contractor in this Agreement. Certificates of Insurance provided by Contractor shall state that they are Primary Insurance and shall be filed with the City Representative prior to the commencement of the Work. These Certificates shall contain a provision that the coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City, except ten (10) day's notice for non-payment of premium. The City shall be named as an additional primary, non-contributory insured on all policies except workers' compensation and errors and omissions (if applicable).

#### **23. BONDS:**

- (X) Applicable to this Agreement
- (p) Not Applicable to this Agreement

To the extent specified in an executed Task Order issued hereunder, the Contractor shall obtain from a surety authorized to do business in the State or Commonwealth of a surety bond and/or a material and labor bond in the form as set forth in Schedule B. Unless otherwise provided in the Task Order, the City shall pay Contractor for the cost of the bond(s). In such event, said bond(s) shall be delivered to the City prior to the effective date of a Task Order issued hereunder. Said bond(s) shall be renewed annually in each contract year until such time as the Work as specified in a Task Order issued hereunder is Substantially Complete (sufficiently complete in accordance with the Task Order such that the Work can be occupied and/or utilized for its intended use without undue interference). Neither non-renewal by the surety, nor failure or inability of the Contractor to file a performance bond for subsequent terms under this Agreement shall constitute a loss to the surety recoverable under the bond(s).

**24.** TAXES: Sales Tax Exemption shall be in accordance with the provisions of Schedule D hereof, if applicable.

# **25. CONFIDENTIAL PROPERTY INFORMATION:** Contractor shall be bound by the following confidentiality provisions:

a) In connection with the performance of the Services under this Agreement, the City may disclose to Contractor certain information which may include, but is not limited to, trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, flow charts, data, computer programs, marketing plans, customer names and other technical, financial or business information, such as negotiations between the parties and discussions relating to the structuring of agreements, pricing, values, plans, prospects and assets of the City. b) Such information whether in written, encoded, graphic or other tangible form, or provided orally, shall be deemed to be confidential and proprietary (hereinafter "Confidential Information") unless it is clearly identified by the City prior to such disclosures as not being confidential or proprietary and Contractor shall use reasonable efforts to keep all such information and data strictly confidential and Contractor shall not purposefully divulge or permit its employees to purposefully divulge any information or data so acquired to any third party. Should the City desire transmission of such information or data to any third party, the City shall specify in advance writing the authorized recipient and any pertinent transmission details. Provided, however, Confidential Information shall not include information: (i) previously known to Contractor free of any obligations to keep it confidential; (ii) which becomes publicly known through no act of Contractor; (iii) which is rightfully received from a third party who is under no obligation of confidence to either the City or Contractor; (iv) which is independently developed by an employee, agent or contractor of Contractor who did not have any direct or indirect access to the information furnished thereunder; or (v) where disclosure is required by law.

b) Contractor agrees that it shall use same solely for the purpose set forth in this Agreement, and further agrees that it shall not make disclosure of any such Confidential Information to anyone except those of its employees to whom such disclosure is necessary for the purposes authorized by this Agreement. In addition, and not by *way* of limitation of such obligations:

- c) Upon termination of this Agreement, the City, upon request to Contractor, shall be entitled within 30 days of such request to delivery of all tangible information furnished by it, whether contained or stored on tapes, discs, files or otherwise, without cost. Provided, however, Contractor shall be entitled to retain one copy of its files.
- d) The confidentiality provisions contained herein shall remain in effect for a period of three (3) years after expiration or termination of the Agreement.
- **26. OWNERSHIP OF WORK PRODUCT; INTELLECTUAL PROPERTY:** The City shall own the Work Product resulting from or arising out of this Agreement upon Contractor's receipt of full payment hereunder, including work in progress. The Work Product prepared by Contractor is not intended or represented to be suitable for reuse by the City or others on extensions of the project or any other project. Any reuse without prior written verification or adaptation by Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Contractor. Contractor warrants that it will not infringe on the copyright, trademark, patent or trade secrets of any other person or entity in providing the Work under this Agreement.
- **27. PUBLICITY:** Contractor shall not use the City's name nor issue any publicity releases, including but not limited to, news releases and advertising, relating to the Purchase Agreement without the prior written consent of the City.
- **28. FORCE MAJEURE:** Neither party shall be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to causes beyond its reasonable control, including but not limited to, acts of God, public enemy or government, riots, fires, natural catastrophe or epidemics. In the event of such failure or delay, the date of delivery or performance shall be extended for a period not to exceed the time lost by reason of the failure or delay; provided that the City may terminate this Agreement in accordance with Section 17.b.) hereof if the period of failure or delay exceeds ten (10) days. Each party shall notify the other promptly of any failure or delay in, and the effect on, its performance.
- 29. ASSIGNMENT: Contractor shall not assign this Agreement, in whole or in part, nor contract with any Subcontractor for the performance of the same or any of its parts, without first obtaining City's written consent, which consent shall not be unreasonably withheld. In the event the City consents to such assignment to a Subcontractor, nothing contained in this Agreement or such consent shall be construed as creating any contractual relationship between any Subcontractor and the City. Contractor shall be as fully responsible to the City for the acts and omissions of Subcontractors, and of persons employed by it as it is for the acts and omissions of persons directly employed by it. The City's consent shall not be construed as discharging or releasing Contractor in any way from the performance of the work or the fulfillment of any obligation under this Agreement.
- **30. WORK BY OWNER:** The City may be performing work related to the Work with its own forces through separate purchase agreements with other contractors. In such instances, the City reserves the right to coordinate the Work with the work of its forces and the other contractors.

- **31. CONDITION AT CITY'S SITE:** When the proper performance of any part of the Work depends upon other work, whether performed by Contractor or others, Contractor shall verify all necessary dimensions, measurements and equipment that may affect the Work. No adjustment to the Price shall be made for Contractor's failure to comply with this Section.
- **32. PROTECTION OF PROPERTY AND PERSONS:** Equipment or material (including without limitation informational material) furnished by the City and all jigs, fixtures, dies, tools or patterns that the City has paid Contractor for shall, unless otherwise agreed in writing, be the property of the City and shall be returned to the City. Contractor will not use such equipment, material, jigs, fixtures, dies, tools and patterns in any of its business except its business with the City under this or other purchase orders. Contractor shall take all necessary precautions during the progress of the Work to protect all persons and the property of the City and others from injury, loss or damage including, without limiting Contractor's duties, any precautions directed by the City. Contractor shall assume full responsibility for all tools, equipment and materials to be used in connection with the Work.
- 33. SAFE AND SECURE WORK SITE: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall conduct all Work in compliance with OSHA regulations, the regulations of any other agency having jurisdiction over safety and health. Contractor shall maintain all reasonable safeguards at the City's Site to protect both employees and the public from injury or damage. The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Contractor shall comply with any safety, security and site access requirements of the City of which it has been made aware and shall sign a safety declaration if requested by the City. Without limiting Contractor's responsibilities under this Agreement, the City may require Contractor to remove from the City's Site any individual the City deems incompetent or otherwise objectionable, which determination shall be within the reasonable discretion of the City.
- **34. PREMISES:** Contractor shall confine its facilities, materials, tools and equipment on the City's Site in areas specified by the City for that purpose. Contractor shall, during the progress of work and on a daily basis upon completion of the Work, clean up and remove from the City's Site and from the adjoining premises, driveways and streets all waste materials, rubbish, tools and machinery, and leave the City's Site and adjoining premises, driveways and streets free and clear from all obstructions. Furthermore, at the completion of Work, Contractor shall return the City's Site to its original condition or as otherwise required in the scope of work.
- **35. THE CITY'S APPROVAL OF PLANS, SPECIFICATIONS AND SCHEDULES:** Contractor shall develop and submit for review and approval by the City any procedures, checklists, drawings, specifications and other documentation requested by the City to verify that

the Work conforms to this Agreement. Contractor shall not proceed with any part of the Work which requires prior approval by the City until such approval has been obtained.

**36. DISPUTE RESOLUTION:** The parties shall use good faith efforts to resolve any disputes hereunder. In the event of a dispute hereunder that cannot be resolved by mutual discussions between the City and the Contractor, the disputing party shall provide written notice to the other party outlining in detail the basis for the dispute. The other party shall respond in writing within thirty (30) days, or such longer period as may be mutually agreed. Disputes not resolved within sixty (60) days following the issuance of written notice shall be referred to non-binding mediation. If within sixty (60) days after such disputes are referred to mediation, no resolution has been reached; either party may pursue its remedies in the courts.

#### 37. NOT USED

**38. NOTICES:** Any notice required under the Agreement shall be in writing and shall be delivered, in person or transmitted by certified mail, return receipt requested, or national courier service providing proof of receipt, to the parties listed below. Either party may update such addresses on written notice to the other party. Notices shall be effective upon receipt.

To the Contractor: Layne Christensen Company 721 W. Illinois Ave. Aurora, IL 60506

- **39. INDEPENDENT CONTRACTOR**: Contractor shall operate as an independent contractor in the performance of this Agreement and not as an agent or employee of the City.
- **40. CERTIFIED PAYROLL:** Contractor shall submit certified payroll for proceeding month by the 10<sup>th</sup> day of the subsequent month to the City of Aurora.
- **41. SEVERABILITY:** If any provision(s) of this Agreement is found by a court of competent jurisdiction to be illegal or otherwise unenforceable, such provision(s) shall be deemed not to be a part of this Agreement and the remaining provisions shall remain in full force and effect.
- **42. SURVIVAL:** The obligations and rights of the parties pursuant to the Assignment, Liens, Warranties, Confidential/Proprietary Information, Indemnification, Dispute Resolution, Publicity and Payment shall survive the expiration or early termination of this Agreement.

- 43. LAWS; CODES; RULES; REGULATIONS: Contractor and its Subcontractors at their own expense shall obtain all necessary licenses and permits to conduct their businesses and those that are specific to the Work and shall otherwise comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations relating to performance of the Work, including but not limited to safety, environment, labor standards and workers' compensation. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seg. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.
- **44. NON-DISCRIMINATION IN EMPLOYMENT:** The City, Contractor and Contractor's Subcontractors (if any) agree to comply fully with the terms, provisions and obligations of the following clauses, as amended and supplemented from time to time, which are incorporated by reference into the Purchase Agreement: The Equal Opportunity Clause required by Executive Order 11246, as amended; Affirmative Action for Disabled Veterans of Vietnam Era Clause as required by the Vietnam Era Veterans Readjustment Assistance Act, and Affirmative Action for Handicapped Workers Clause or regulations issued pursuant to the foregoing, unless exempted by the Secretary of Labor.
- **45. NO CONTINGENT FEE WARRANTY:** Contractor hereby warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. In the event of a breach of this warranty, the City shall have the right to annul this contract without liability or in its discretion to deduct from the moneys due Contractor under this Agreement the full amount of such commission, percentage, brokerage or contingent fee.
- **46. GOVERNING LAW; JURISDICTION:** This Agreement shall be governed by, construed in accordance with and enforced under the internal laws of the State or Commonwealth where the job site is located at which the Work is to be performed, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the federal or state courts of such State or Commonwealth.

### City of------, IL Layne Christensen Company Professional Services Agreement xxxxxx, 2016

- **47. NON WAIVER:** The failure of either party in any one or more instances to insist upon the performance of any of the terms or conditions of the Agreement or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such terms or conditions or the future exercise any such right.
- **48. ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties with respect to this subject matter and supersedes any and all prior oral or written agreements. This Agreement governs repair and maintenance Work performed by Contractor for the City; any and all construction work performed by Contractor for the City shall be governed by the City's separate and distinct Construction Agreement with Contractor.
- **49. EXHIBITS, SCHEDULES AND APPENDICES:** The following are attached to and expressly made a part of this Agreement:

Schedule A – Partial description of services

Schedule B - Price/Compensation/Rates

Schedule C – Insurance requirements and example

Schedule D – Sales Tax Exemption

Schedule E – Special Conditions

Exhibit 1 - Task Order

Exhibit 2 - Layne Qualifications and Services

**50. CHANGED CONDITIONS:** The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions, conditions or utilities on or in the City's job site which were not brought to the attention of Contractor prior to the date of this Agreement and which materially and adversely impair Contractor's ability to meet its obligations under that Task Order will constitute a materially different site condition entitling Contractor, at its option, to terminate that Task Order (and to receive payment for all work performed up to and including the date of such termination)or to receive an equitable adjustment in the Contract price and time for performance. Contractor, however, shall only have the right to terminate if such different site condition(s) creates additional health and safety risks or requires Contractor to perform work outside the original scope or beyond its capabilities.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

City of XXXX, IL	Layne Christensen Company
Print Name:	Print Name:
Title:	Title:
Signature:	Signature:
-	-

### City of------, IL Layne Christensen Company Professional Services Agreement xxxxxx, 2016

Attest:	Attest:
Date:	Date:

#### **SCHEDULE A**

### DESCRIPTION OF WORK/SPECIFICATIONS

Projects to Include but not limited to:

- Preventative Maintenance Testing on Well and Booster Pumping Equipment
- Single-Source Contracting
- Operation and Maintenance Services
- Well and booster pump removal, inspection, repair, and reinstallation
- Downhole Video Services
- Well Rehabilitation (Chemical and Mechanical)
- Well Construction
- Pumping Equipment
- Pump Repair and Maintenance Service
- Environmental Drilling
- Hydrogeological Investigations
- Test Hole Drilling Management
- Well Siting Services
- Well Logging Services
- Aquifer Performance Studies
- Hydrogeological Modeling
- Surface Geophysics
- Borehole Geophysics
- Water treatment equipment maintenance and rehabilitation services

### **SCHEDULE B**

### Labor and Equipment Rates XX/XX/XX through XX/XX/XX

The undersigned Purchaser hereby instructs Layne Christensen Company ("Contractor") to proceed with work on Purchaser's well and/or pumping equipment with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Work Order and with the specific understanding that Contractor will not be liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage, including damage to the well, well material, pump or water supply, resulting from Contractor's efforts to perform such work, or for any delay on Contractor's part in completing same. All work will be provided on a cost plus basis at the hourly rates described below. Charges will be made at the below listed rates for travel time from applicable Aurora or Beecher, Illinois equipment base to destination and return for men and equipment. All hours worked before or after Contractor's normal work day hours and all hours worked on Saturdays, will be billed at time and one-half rates. All work on Sundays and/or any federally recognized holiday will be billed at double time rates.

1.	Serviceman or machinist with hand tools	\$ XXX per hour
2.	Serviceman with service truck and tools or welding truck	XXX per hour
3.	Machinist with machine shop equipment	XXX per hour
4.Mac	hinist with 12" pipe threading machine	XXX per hour
5.	Serviceman with small hoist or winch truck or sandblast equipment	XXX per hour
6.	Operator and backhoe	XXX per hour
7.	Serviceman with small service rig or large hoist or flatbed crane	XXX per hour
8.	Serviceman with large service rig or large cable tool rig or 15 ton truck crane	XXX per hour
9.	Helpers (per helper)	XXX per hour
10.Tim	e and one half rate for serviceman	add XXX per hour
11.	Double time rate for serviceman	add XXX per hour
12.	Time and one half rate for helpers (per helper)	add XXX per hour
13.	Double time rate for helpers (per helper)	add XXX per hour
14.	Mileage from Layne shop or nearest point and return to shop, if not covered by hourly rate about	ove:
	(a) Auto	XXX per mile
	(b) Pickup truck	XXX per mile
	(c) One-ton truck	XXX per mile
	(d) Flat-bed truck	XXX per mile
	(e) Semi-trailer truck	XXX per mile
		Page   <b>14</b>

15. Per Diem:

(a) Over 45 miles to 96 miles radius from base

XXX + motel cost/man/day

(b) Over 96 miles from base

XXX + motel cost/man/day

#### Remarks:

All Work shall be conducted within the terms of this agreement at the above stated unit pricing with a 5% reduction. All technical services such as Video Survey, Sonar Jet®, Boreblast™, High Potential Testing, CTU trailer, etc. shall be invoice at the standard pricing with a 10% reduction.

NOTE: The final invoice will reflect the actual time and materials used on the job multiplied by the unit rates/prices indicated above and in any estimates provided. Any applicable taxes are not included and would be added to the invoice.

### **SCHEDULE C**

INSURANCE REQUIREMENTS Example certificates furnished below

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	(816) 960-9000			. =	E-MAII ADDR	IN:		ORDING COVERAGE		NAIC #
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SCHEDULE D

SALES TAX EXEMPTION

The City of XXXXX is Tax Exempt and will furnish a Tax Exempt Certificate to the Contractor as a condition of this contract.

SCHEDULE E

SPECIAL CONDITIONS

The City and Contractor may mutually agree to extend the term of this Agreement if the parties agree, in writing, on the terms of such extension. The billing rates in Scheduled B will increase annually as agreed by the parties.

TASK ORDER Services shall be provided only as specifically set forth in written Task Orders that shall be issued by the City. The Contractor is responsible for ensuring that they receive an executed copy of each Task Order. A formal of Task Order is attached hereto as Exhibit 1. Unless indicated otherwise on a Task Order, for purposes of this Agreement, Contractor shall report to and be responsible to the City's Representative, who shall be designated by the City. The Contractor shall not commence work until it receives an executed Task Order for such work, or alternatively, a City executed Purchase Order.

Exhibit 1
Task Order

Date		
Project Name		
Project Scope (provide attachment as required)		
Schedule / timeline		
Additional Information		
City of XXXXX, IL		Layne Christensen Company
Print Name:		Print Name:
Title:		Title:
Signature:		Signature:
Attest:		Attest:
Date:		Date:

Exhibit 2
Layne Capabilities and Experience

# 1. HISTORY

### A. Layne Christensen Company

Mahlon E. Layne began his well drilling career in 1882 in the Dakota Territory. Within a decade, the well drilling industry would be permanently changed by his innovations, earning more than 60 patents. Some of his innovations consisted of the design of a faster, more efficient steam-powered drilling rig; the Layne Pitless Pump, one of the first vertical turbine lineshaft pumps; the development of the Gravel Wall well; and the invention of the Layne shutter screen.

Mr. Layne's company, founded in 1882, has developed into an organization that is today known as Layne Christensen Company. With over 90 offices in the United States, and several more around the world, Layne Christensen Company is the largest provider of drilling services in the United States and one of the largest in the world.

Originally known as Layne-Western Company, our Illinois office was organized in May of 1924 with an 8' x 10' office, one well rig, and four employees. The Aurora, Illinois District has been part of this long standing organization for the last 90+ years with previous offices in Chicago, Illinois.

The Layne Companies, including the Aurora, Illinois District, have thrived on the utilization of a professional engineering staff to coordinate all work with the Client, maintain a high level of communication between the Client and field service crews, and to handle all water related needs of the needs of the Client.

The Layne Christensen Great Lakes Group continues to be one of the top operations in the Water Resources Division of Layne Christensen Company. Support is also available as necessary from other Layne offices such as St. Louis, Missouri; Milwaukee, Wisconsin; Lansing, Michigan; etc.

### B. Layne/City of Aurora, Illinois Relationship

The relationship between Layne and the City of XXXX began in XXXX. Our relationship has remained and grown almost continuously since and has included well construction, well rehabilitation, pump repair, testing, troubleshooting, etc. The City currently utilizes premium Byron Jackson Type H submersible motors in almost all of its wells. Layne is the sole source representative for Byron Jackson submersible pumps and motors in the state of Illinois.

### C. Emergency Response

While there are fewer Cities now with single wells, there still are emergency situations in the water supply business. Our Emergency Response Procedures continue to be refined, as needed, in order that all customer needs are handled in a proper and expedient manner.

We currently utilize an answering machine at the Aurora, Illinois District office that details three phone numbers Layne Christensen employees' after-hours phone numbers if there is no answer.

Our Account Managers also have personal cards that include their cell phone numbers. While the City of Aurora emergencies have been rare over the years due to the significance of your water system, this procedure has been tested favorably several times in the past. We attempt to determine the priorities of each project and, of course, maintain contact with each Client to ensure project completions are to each Client's satisfaction.

# 2. Contractor Personnel

# A. Professional Engineering Staff

We utilize a professional engineering staff of Account and Project Managers to handle all project coordination with the Client. The experience of the 6 Account and Project Managers in the Aurora District exceeds 100 years with the vast majority of this experience at Layne Christensen.

# B. Field Crew Operations

Our field crew operations are coordinated by Jason Gerwing, our Operations Manager. He is supported by four Field Superintendents in an effort to coordinate the field service with the engineering staff/Client.

### C. Emergency Contact Information, in order of contact

Office phone numbers: Aurora, IL 630-897-6941; Beecher, IL 708-946-2244

1. home Account Manager cell phone

2. home Project Manager cell phone

3. home Field Supt. cell phone

4. Jason Gerwing home Operations Manager cell phone

5.

#### D. Field Work Force

Our field service crews are all members of the International Union of Operating Engineers, Local 150 and are comprised of many very experienced well and pump servicemen in addition to newer hires who will provide the enthusiasm and experience for the future.

### E. Corporate Support Staff

As an International Water Supply and Mineral Exploration Company, we have considerable Corporate staff that can be relied upon for their expertise. Specifically for the type of work for the Aurora, Illinois, we offer the following:

 Safety and Environmental Health Sciences Division (SEHS) – Richard Jewel, Regional Safety Specialist

The SEHS staff is responsible for all safety related issues. We utilize a comprehensive safety program and abide by our Safety Practice Manual Regulations.

 Water Technologies Division – Mike Piercy, Water Treatment Specialist Great Lakes Group

By purchase of the Layne Hydro Group in the mid 1990's, a Water Treatment Division is now part of the Layne Christensen Company. The Water Treatment Division has been in existence for over 20 years and provided the treatment equipment currently installed in each of the City's radium removal plants. Layne's Great Lakes Group has completed numerous projects in Illinois, Wisconsin, and Michigan for the removal of

radium, iron, manganese, arsenic, and nitrates. Layne has treatment capabilities to address all contaminants that could be encountered while developing a potable water supply.

### Layne Hydro

In Bloomington, Indiana and Milwaukee, Wisconsin, Professional Hydrologists and Geologists are on staff for any type of water supply needs. These can entail aquifer studies; well-head protection investigations, well rehabilitation problems, etc. While the Hydro group would be more applicable for the future water supply development, their expertise can also be utilized for well rehabilitation projects.

#### \* Other Layne Districts (Great Lakes Group)

As mentioned before, other districts in the surrounding states can be utilized to provide additional flexibility in any emergency situation. The Aurora, IL; Milwaukee, WI; and Lansing, MI Districts are more closely aligned as the *Great Lakes Group*. We are a "sub" group in the Company and work in conjunction on various projects/needs. We also have access to Layne rigs and crews in the other seventy plus U.S. office locations.

### 3. Field Equipment – Applicable to City of Aurora, Illinois Wells

### A. SEMCO -S30,000 Pump Service Rig

This 2009 pump service rig and support equipment is capable of pulling most Aurora, IL well pumps. It allows for the use of either three or four man pump service crews depending upon the pump house and pump configuration. This equipment is frequently utilized on projects for the City of Aurora.

# B. Smeal R36 Pump Service Rig

This 2007 pump service rig and equipment is also capable of pulling most Aurora, IL well pump. It is also a three or four man pump service crew-type rig depending upon the pump house and pump configuration. This equipment was utilized on one of the most recently completed Aurora pump repair projects.

#### C. Smeal R12 and R12E:

These pump service rigs and are capable of pulling pumps with weights approaching 40,000 pounds. They allow for the use of either three or four man pump service crews depending upon the pumphouse and pump configuration.

### D. Franks Big Rig 1:

These are WS100 model pump service rigs and are capable of pulling pumps with weights approaching 100,000 pounds. They allow for the use of either three or four man pump service crews depending upon the pumphouse and pump configuration.

#### E. National 16 Ton Truck Crane:

These two National cranes are used as support for all pump service projects for delivery, pickup, etc. The scheduling of these cranes is usually quite flexible.

### F. Bucyrus-Erie 36L Cable Tool Rig:

This cable tool drilling rig is frequently utilized for deep well workover/rehabilitation. The rig's configuration makes it very valuable in liner replacement, airlift well rehabilitation, and well reconstruction. This rig is also capable of pulling any of the City's well pumps with either a three or four man pump service crew.

# G. Chemical Treatment Unit (CTU):

Due to the increasing awareness of potential environmental damage in chemical treatment projects, Layne Christensen Company designed and has built several Chemical Treatment Units (CTU). We currently utilize three (3) CTU's at our disposal to allow for the treatment and neutralization of large quantities of acidic, basic, chlorinated, and turbid well-derived fluids. We can introduce the appropriate well treatment chemicals and neutralization chemicals in liquid or granular form. The treatment process is enhanced with the 2000 or 4000 gallon truck mounted tanks that can be used as surge tanks during the treatment process. This backflushing provides added energy to enhance the chemical treatments. During the discharge process, the 1000 GPM mounted centrifugal pump can discharge the neutralized chemicals to the desired, distant location.

#### H. Aries Video Survey / Sonar-Jet® Well Rehabilitation Van

This is a cargo van with equipment to televise wells over 2000' deep and to perform all necessary Sonar-Jet Well Cleaning projects. Our part-time technician is our former Operations Manager who has 50 years of experience with the company.

# 4. Aurora, Illinois Facility

### A. Machine Shop

We utilize two full time, Union machinists to perform all necessary machining, fabrication, etc. for all pump repairs. The machine shop is a fully owned Layne facility and is operated by Layne employees in order to expedite and prioritize repairs as necessary. The machine shop utilizes two machine lathes for the fabrication of lineshafts, impeller shafts, bowl bushings, wear rings, etc. and a larger 22 ft. machine lathe for single pointing of larger diameter column pipe, threading of stainless steel pipe, and machining of large flanges. Two raised pump assembly racks are used for bowl assembly, tear down, and reassembly.

# B. Sandblasting and Coating Work

A large portion of the yard is utilized for all needed sandblasting and coating work. Air compressors, sandblasting pots, and all necessary safety equipment are housed in an adjacent warehouse building. The pipe and oil tube coating work can be applied either by roller or airless sprayer equipment. Pipe coating work will normally include the use of PPG Aquapon LT NSF 61 epoxy coating.

# C. Pipe Threading/Repair

We utilize our Oster 12R pipe threading machine for all necessary pipe repairs, rethreading, or threading of new column pipe. We can thread up to 12" pipe diameter in this machine and have done so on City projects.

# D. Available Inventory

We normally stock approximately \$800,000.00 (±) worth of Byron Jackson submersible pumping equipment and Layne and Bowler lineshaft pumping equipment components, parts, etc. in our Aurora, Illinois yard. The decision to maintain such a high level of inventory was made many years ago so that we are able to expedite any emergency repairs that may arise.

# 5. Project Costs

# A. Layne Work Order Form

Well rehabilitation and pump repair work is normally performed on a time and material basis. In the past, our work has been performed according to the rates, terms, and conditions or our standard Work Order Form as shown in schedule B.

### B. Professional Engineer Cost

While Professional Engineers are on our Engineering staff, we do not perform typical Professional Engineering-type work. This type of work is left up to your Consulting Engineer of choice and we do not intend to infringe on their profession.

However, the availability of a Professional Engineer may be of some benefit to the City. This could include, but is not limited to, project management, attending City meetings, trouble shooting, or doing any type of preventative maintenance checking of the well that is necessary.

# C. Various Well Treatment Methods

It is difficult to provide a breakdown of the various well treatment/rehabilitation costs. The same process or project at one well might be a different cost than another well, due to varying depths, diameters, etc. We will provide a detailed estimate before any well treatment/rehabilitation prior to the beginning of any work.

- 1. 2000 Gallon C.T.U.
- 2. 4000 Gallon C.T.U.
- 3. BoreBlast™ Treatment Base Charge
- 4. Downhole Video Survey
- 5. High Potential Testing
- 6. Furnish, Install and Remove Airlift Surging Equipment
- 7. Well Development by Airlift Surging
- 8. Furnish, Install and Remove Air Pressurizing Equipment
- 9. Well Development by Air Pressurizing
- 10. Double Block Shooting
- 11. Penetrating Shots: 90 Gram
- 12. Bulk Nitroglycerin Shots

### D. Rate Increases

Layne currently has a contract through October 2016 with the International Union of Operating Engineers Local 150. This contract includes nominal increases each year for our service men. In addition to these increases our

standard Labor and Equipment Rates form may be updated periodically to account for changes in fuel pricing, equipment configurations, etc. In the case of this Professional Services Agreement we would propose to furnish the City a new Labor and Equipment Rates form, along with any changes in the Well Treatment lump sums, for review and approval whenever changes are made.

#### E. Exclusive Well Contract Term

We propose to enter into this agreement with the City for a period of XXX years. At the end of the initial contract term the City will have the option of renewing the contract for varying length intervals.

#### F. Warranties

All labor, workmanship, and new materials would be provided with a one (1) year guarantee or warranty on all workmanship and new Flowserve/Byron Jackson equipment and materials. Should a problem develop with any of these items within the warranty period, the City would not be charged for any work to remedy the situation. However, if overtime is required to expedite the repair, the difference between the overtime and standard hourly rates would be chargeable.

The above warranties would apply for any material or new pump components furnished, with the exception of non-Flowserve/Byron Jackson submersible motors. Non- Flowserve/Byron Jackson equipment will maintain the industry standard one (1) year warranty. Other submersible motor manufacturers will not warranty our labor, thus, we would need to bill the City for any motor warranty projects with any other submersible motors. Since the City almost exclusively utilizes Byron Jackson Type H submersible motors this typically will not be an issue.

#### G. Other - Miscellaneous Fees

As stated during the well treatment method cost sections, it is also very difficult to provide detailed costs for pump repairs, pump parts, etc. since there are so many variables involved. We would negotiate all of these costs with the appropriate City representative before proceeding with any work.

# 6. Pump Manufacturer Representation

We have several exclusive dealership agreements that would allow for only Layne-Western to provide the appropriate, genuine parts for the various well pumps. These agreements are with:

- A. Layne and Bowler, a Division of Pentair Pump Group
- B. Byron Jackson, a Division of Flowserve/IDP/Pleuger Pumps
- C. Pleuger Submersible Motors and Pumps, a Division of Flowserve/IDP/ Pleuger Pumps
- D. Christensen Pumps (Xylem-Goulds)

The submersible pumps utilized by the City mostly use the Byron Jackson Type H submersible motor. The pumps are of both all-bronze and cast iron bronze fitted construction and are either Layne and Bowler or Byron Jackson submersible pumps. While non-genuine parts could be available from other manufacturers, we would be able to provide the genuine repair parts at the lowest cost available. We also maintain an extensive inventory of replacement parts that allows our machine shop to expedite typical pump repairs.

Layne introduced the Christensen Pumps several years ago, which utilizes Goulds pump components along with long time Layne and Bowler features such as the Layne combination coupling. While the Goulds pump agreement is non-exclusive, we receive a quantity discount from Goulds pump because of all the various Layne Districts that purchase from them.

We also represent Johnston and Peerless Pump Companies, two long time, highly reputable pump manufacturers.

# 7. General Scope of Work

#### A. Lead Account Manager Duties

The Lead Account Manager will be involved well before the project commencement. Once the authorization has been received to move forward with a project(s), the Lead Project Manager would provide any desired information, estimates, etc. to the City; schedule the crew for work; handle all details of the project during the course of the work; and basically handle everything necessary from start to finish including the procurement of materials, invoicing the City, etc.

The Lead Account Manager would also be available for periodic site visits, review of present pumping data, troubleshooting, etc., and as desired by the City Water Department.

The Lead Account Manager will also update the well and pump repair history and provide two copies to the City after each project.

### B. Field Crews

The field service crews would be responsible for contacting the appropriate City representative prior to arrival in City and discuss all facets of the project before proceeding with any work. Daily operations would include all measures necessary to efficiently carry out the work needed at the specific well(s). During any project the City will be furnished with a mobile contact number for our crew foreman. Should notification and/or approval of any changes in the scope of work be necessary, the City would be contacted immediately.

#### C. Typical Pump Repair

A pre-test before pulling a pump may be done if there is some question as to the specific capacity or production of the well.

All safety measures would be undertaken to properly set up the pump service rig, support equipment, etc. Assuming the pump is pulled in a typical fashion without fishing for its retrieval due to a pipe separation, etc.; each well pump would be pulled and transported to our machine shop for disassembly and inspection.

Following the removal of the well pump, the following would typically be done:

- Measuring the total depth and static water level of the well
- Inspecting column pipe on-site and deciding on need for sandblasting for inspection, power washing, etc.
- Dismounting the bowl assembly from motor
- Dewatering the motor seal chamber and performing seal flotation tests
- Placing the motor in a storage position
- Draining the motor completely and servicing the motor with a new oil filter and replacement oil (\*Note that motor servicing will be completed on-site or in our Aurora, IL yard by factory certified Byron Jackson service personnel)

- Disassemble the bowl assembly in Aurora machine shop for further inspection, cleaning, repairs, etc.
- Perform all necessary repairs, as authorized by the City
- · Reinstall and perform minimum two hour pumping test to waste
- Demobilize all equipment

In the case of a typical pump repair project, as well as any well rehabilitation project, the crew will fill out a detailed Well Test Data Sheet for typing and ultimate delivery to the City. We typically would take readings at 10 minute intervals recording GPM, water levels, pressure, 3 phase amps, sand production and note water quality.

The well would be disinfected with any bacteriological samples collected and analyzed by the City.

### D. <u>Layne/Flowserve Motor Service Center</u>

As the City is aware, the Illinois Legislation that bans the "sale and distribution of certain mercury-added products" will be effective July 1, 2012 and will have an impact on our clients that utilize the Flowserve Byron Jackson type H mercury sealed submersible motor. This legislation does not affect the existing type H installations but has a serious impact on new submersible motor installations and also replacement motors. Existing type H motors can continue to be utilized and serviced on a routine basis as long as the mercury seal is functional and operating as designed. This will allow us to continue the typical maintenance project outline above.

All new Flowserve / Byron Jackson motors will have the Type M design. This motor has two wearing mechanical seals that will need replacement as part of a typical preventative maintenance program. Flowserve Byron Jackson's type M double mechanical sealed motors have been manufactured since the late 1970s as specialized units and offered as a standard product since 1990. Layne will provide a reference list or installation list for these Type M motor upon request. Additional information regarding these motors can be found at the Flowserve website:

http://www.flowserve.com/files/Files/Literature/ProductLiterature/Pumps/fpd-1361-ea4.pdf

In order to provide an increased level of service and value to our clients, Layne and Flowserve have begun preparation to open a Motor Service Center in Aurora, IL. The service center will be located at Layne's facility and will have the ability to provide mechanical seal replacements, filter changes, oil changes, balance line replacements, motor reservoir can replacements, along with the standard diagnostic and inspection services that Layne has provided historically.

Layne's motor technicians are Flowserve trained and authorized. Standard warranties will apply to all repairs, workmanship, and new materials. Only Flowserve genuine parts will be utilized in all motor servicing.

This service center will add to Layne's current capabilities and its proximity to our clients will provide a significant benefit in repair time and a reduction in freight cost.

This will allow us to continue to offer the expedited motor servicing that the City has become accustomed to as Type M motors are installed in the future.

# 8. Key Subcontractors/Suppliers

### A. Flowserve/Byron Jackson - Taneytown, Maryland

Layne Christensen is the exclusive representative for all Flowserve/Byron Jackson submersible pumping equipment in the state of Illinois. Motor repairs that cannot be completed in Aurora and motor seal conversions will be conducted at the Flowserve facility in Taneytown. Any motor seal conversions will be accompanied by a certification that the mercury has been 99.9% removed from the motor prior to conversion. To our knowledge this certification is not provided by any other motor repair shops in the United States. Repair items from our stock including flat cables, submersible motors, bowl castings and impellers are original equipment produced by Flowserve/Byron Jackson.

### B. K&K Supply Company - Conroe, Texas

While we do not have an exclusive agreement, we do receive a Layne national quantity discount through our Central Purchasing Department for the use of K&K Supply for various repair components such as threaded and coupled column pipe, pipe couplings, column check valves, etc.

### C. Water Systems Engineering

As mentioned previously, we have an alliance with these two firms for the future development and improvement in water well rehabilitation technology. We can provide a sample report that we can obtain from Water Systems Engineering which is basically a detailed water chemistry profile with bacteria analysis and recommendations. Two sets of samples are taken and delivered to WSE for analysis and their detailed report.

# 9. Well Rehabilitation Methods

### A. Traditional Chemical Treatments

We have performed the following types of treatments for many, many years with some very good results:

- Super-chlorination: We would typically use sodium hypochlorite for any super chlorination project, in concentrations that would vary depending upon the situation.
- Acid Treatment: Hydrochloric acid and water is mixed to make a 15% muriatic acid solution. This is the traditional acid treatment solution.
- Non-Polyphosphate treatments can be performed in the rare cases where sands or silts are a problem. We tend to stay away from polyphosphate treatments due to the fact that they are food for bacteria.
- Stiles-Kem products, such as their Bio-Purge or WD-3100 chemicals have been utilized to enhance the results from our Surge and Purge and BoreBlast well treatment methods.

As mentioned previously, our Chemical Treatment Unit can be utilized in any of the above cases to help the injection of the chemical solution; surging of the solution while in the well during reaction; and neutralization during the discharge process.

#### B. BoreBlast™

Many deep wells in northern Illinois have been developed using the BoreBlast process. The BoreBlast process, described in the enclosed brochure, utilizes an Air Impulse Generator suspended on a flexible high pressure hose. The

tool is filled with high pressure nitrogen, or, in extreme cases, air. When the tool discharges the gas is released into the well bore. The brief release of energy creates a rapid movement of water in a percussive wave. The combined forces loosen any buildup or materials accumulated on the borehole walls. This process has also been used to successfully develop sandstone formations to increase specific capacity and decrease sand pumpage. In conjunction with this process we often utilize a submersible pump or airlift surging equipment so that we are able to pump off the loosened material immediately from the well. The various, available chemicals could also be used to help enhance this process.

#### C. QC-21® Well Cleaner

This is a variation of the traditional hydrochloric acid treatment and includes the use of our special QC-21 well cleaner as developed by our chemist Roger Miller and Water Systems Engineering. The addition of the QC-21 well cleaner allows us to significantly reduce the amount of the hazardous hydrochloric acid used in a well treatment. It also allows us to leave the solution in the well longer for more reaction time because of the much greater holding capacity of the dissolved solubles provided by the QC-21 well cleaner.

#### D. Miscellaneous

There are a number of other available well treatment methods such as surge block development, brushing, airlifting, air pressurizing, etc. that are basically very general in nature and obviously available to use, as the need arises.

### 10. Safety

Layne would like to stress our commitment to providing the City of Aurora with a company committed to making Health & Safety our number one priority during the course of this contract. Layne has a comprehensive, industry leading, health and safety program which can be viewed at **www.laynesafety.com**. It is composed of, but not limited to, the following:

Supervisor's Accident Prevention Manual

Safety Practices Manual

Hazard Communication Manual

Fleet Manual

**Emergency Response Plans** 

Site Specific Health and Safety Plan

Auditing Forms and Procedures

Mentoring Program

All Layne employees have and continue to be trained by Layne Safety. Documentation of each employees training can be provided upon request. All technicians are trained Local 150 Operating Engineers.

# 11. Sustainability

In 2011 Layne became the first American company in our industry to respond to the Global Reporting Initiative (GRI). Layne's fiscal year 2014 report follows the GRI G3.1 guidelines and is Layne's second annual report on sustainability. The full report is available as a downloadable PDF at <a href="www.layne.com/sustainability">www.layne.com/sustainability</a>.



Reviewed By:	
Legal	
Finance	
Engineer	
City Administrator	
Human Resources	
Community Development	
Police	l ∐
Public Works	IЩ
Parks and Recreation	

# Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2017-63

# **Agenda Item Summary Memo**

Title: Water Ord	linance	
Meeting and Da	City Council – September 26	, 2017
Synopsis: See at	tached memo.	
Council Action l	Previously Taken:	
Date of Action: <u>I</u>	PW - 9/19/17 Action Taken	: Moved forward to City Council agenda.
Item Number: <u>I</u>	PW 2017-63	
Type of Vote Re	quired: Majority	_
<b>Council Action 1</b>	Requested: Approval	
Submitted by: _	Erin Willrett	Administration
	Name	Department
	Agenda Iten	1 Notes:
		_



# Memorandum

To: Public Works Committee

From: Erin Willrett, Assistant City Administrator

CC: Bart Olson, City Administrator

Date: September 19, 2017

Subject: Revision to Title 7 Chapter 5 Water Use and Service

# **Summary**

Attached you will find the staff recommended revisions to the City's Codified Ordinance Title 7 Chapter 5 Water Use and Service. Staff began meeting to revise this Chapter in the Fall of 2016 and reviewed it section by section. Engineering and Legal has also reviewed the recommended changes.

# **Background**

The red-lined version is attached for your reference. A lot of the changes are updates to match the current practice of the department or to match current legislation. A few key revisions from the Ordinance are listed below:

- Throughout the document staff added a reference to the most recent City Subdivision Control Ordinance for a specification reference.
- All references to the Superintendent of Public Works have been changed to the Director of Public Works.
- All references to the City Treasurer have been changed to the Finance Director.
- Bulk Water has been updated from \$5.00 to \$50.00 per load.
- Staff updated the Residential Connection Fee table as outlined in the Master Water Study that EEI authored. This assumes a cost calculated of \$1,587.00 per PE from the previous calculation of \$1,057.00 per PE.
- Changing the water meter testing threshold to meters that are at two percent accuracy, instead of four percent so that more accurate reads can be made.
- Proposed change to multi-unit buildings, mandating that each unit must be serviced by a single meter. In the case that that is not feasible, if there are delinquent accounts in the multi-unit building, the entire building may be shut-off, if it is attached by one meter to all units.
- Updated the turn-on fee to \$50.00 (currently \$5.00). This is an accurate reflection of staff time and transportation costs to turn-off/turn-on a unit that had been disconnected.

A comparison from current to proposed language is listed below for your use. Several sections have been modified and a side-by-side comparison is used.

• Section 7-5-1: Water Department:

### CURRENT LANGUAGE

A. Supervision: The Water Department of the City shall be under the active supervision of the city administrator/engineer who shall report to the Public Works Committee the water committee of the city council. Said city administrator/engineer shall make a written report to the City Council of all his acts and doings whenever requested by the Council and such reports shall be placed on file with the City Clerk and shall show the kind and amount of materials used, the cost thereof and all expenses attending the work. He shall also keep a correct map of all water mains now or hereinafter laid in the City, with their dimensions, locations and connections, hydrants and cutoffs; and shall keep just, true and correct books of accounts, and such book, records, maps and other accounts shall be delivered to his successor or the City Council at any time, upon request.

# PROPOSED LANGUAGE

A. Supervision: The Water Department of the City shall be under the supervision of the Director of Public Works who shall report to the City Council the activities of the Department whenever requested by the Council. He shall also keep a correct map of all watermains in the City, with their dimensions, locations and connection, hydrants and cutoffs; and shall keep such books, records, maps and other accounts, which shall be delivered to his successor.

# Proposed Change 2

• Section 7-5-1: Water Department:

# CURRENT LANGUAGE

B. 1. Salaries and Wages: Superintendent of Public Works: The Superintendent of Public Works shall receive his wages from the water fund for his services in the active supervision of said waterworks; such sum to be the current compensation policies fixed by resolution and set forth in the annual budget ordinance.

# PROPOSED LANGUAGE

B. 1. Salaries and Wages: Director of Public Works: The Director of Public Works may receive his wages from the water fund for his services in the active supervision of said waterworks; such sum to be determined by the current City compensation policies.

• Section 7-5-1: Water Department:

### CURRENT LANGUAGE

B. 2. Department Employees: The mayor and members of the city council shall have the authority to hire all other employees necessary for the proper operation and management of the waterworks. The wages of all such employees shall be fixed by resolution, and all wages and other expenses of the water department shall be paid out of the water fund through vouchers authorized and drawn in the like manner all other vouchers; except that such amounts shall be paid only out of the water fund.

### PROPOSED LANGUAGE

B. 2. Department Employees: The Mayor, or his designee, shall have the authority to hire and fire all other employees necessary for the proper operation and management of the waterworks, all wages and other expenses of the water department may be paid out of the water fund in accordance with the budget as approved by the City Council.

# Proposed Change 4

• Section 7-5-1: Water Department:

# PROPOSED DELETION

C. Audit of Department: The City Council shall cause a proper audit to be made at least once each year of the Water Department. The report of such audit shall be open for inspection at all proper times to any taxpayer, water user or any holder of bonds issued by the Water Department.

Staff note - The audit is done annually for all City accounts. This language is redundant and therefore, proposed to be deleted.

• Section 7-5-2: Applications for Water Service and Connections

# **CURRENT LANGUAGE**

All applications for water service connections and for water service shall be made in writing on forms to be furnished by the City. No approval for water service connection shall be granted unless and until said forms are filled out and signed by the applicant and until all fees for connection and meter are submitted.

# PROPOSED LANGUAGE

All applications for water service connections and for water service shall be made in writing on forms to be furnished by the City. No approval for water service connection shall be granted unless and until said forms are completed and signed by the applicant with all fees for connection and meter. No connection to a water main shall be made without a permit being issued and 24 hour notice to the Director of Public Works. No water from the city water supply shall be turned on for service into any premises by any person until the water meter has been installed and is registering all water used at the premises.

Staff note - This language is clear and implicit when it comes to connections and who is allowed to turn on the water service.

# Proposed Change 6

• Section 7-5-3: Water Service Connections and Installation

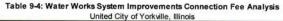
# PROPOSED DELETION

A: "Projected PE Per Residence"

Staff note - The City has already considered this within the calculation and is listed as a total in the chart below. Therefore, staff is recommending removing the number from the chart and only listing the Proposed Connection Fee.

# PROPOSED AMENDED RESIDENTIAL CONNECTION FEE TABLE:

Staff updated Residential Connection Fee table as outlined in the Master Water Study that EEI authored. This assumes a cost calculated of \$1,587.00 per PE from the previous calculation of \$1,057.00 per PE. The columns in the table below in black are proposed to be deleted to show the new PROPOSED cost calculated. The study recommends the new calculation shown, which is based on a portion of total cost based off of Average Daily Demand. See image below of the calculations and assumption from the Master Water Study.



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	Capacity (GPM)	PE Served	Total Project Cost	Cost Per PE
Additional Wells	1,295	15,540	\$3,133,000	\$202
Well Transmission Main Network <sup>a</sup>	4,695	59,565	\$9,298,000	\$157
Fox River Intake & LSWTP (25 MGD) <sup>m</sup>	5,791	59,565	\$24,047,000	\$404
Total Supply and Treatment			\$36,478,000	\$763
Treated Water Transmission Main Network	Size Varies	PE Served 59,565	Cost \$12,990,000	Cost Per PE \$218
WATER TRANSMISSION	DISTRIBUTION	MAIN AND DISTRIBU	TION STORAGE COS	T PER PE
Treated Water Transmission Main Network	Varies	59,565	\$12,990,000	\$218
Elevated Water Storage Tank	2.0 MG	21,429	\$4,870,000	\$227
Distribution System Improvements	Varies	59,565	\$22,561,000	\$379
Total Water Transmission and Distribution			\$40,421,000	\$824
New Growth Pro Rata Water Transmission/I	Distribution/Storag	e Cost <sup>c</sup>	\$28,601,000	\$824
	FEE	SUMMARY		
			FEE PER PE	FEE PER SINGLE FAMILY UNIT (3.5 PE/SFU)
Water Supply and Treatment			\$763	\$2,671
Water Supply and Treatment Water Transmission and Distribution			\$763 \$824	\$2,671 \$2,884

- a. Cost shown is portion of total cost based off of Average Daily Demand (CT: 21.8% for Montgomery, 30.9% for Yorkville, 47.3% for Oswego; LRI:
- 20.7% for Montgomery, 32.6% for Yorkville; 46.7% for Oswego).

  m. Cost shown is portion of total cost based off of Maximum Daily Demand (CT: 20.1% for Montgomery, 32.6% for Yorkville, 47.3% for Oswego; LRI: 18.3% for Montgomery, 33.6% for Yorkville; 48.1% for Oswego).
- MaxAvg Day Ratio = 1.75
- 1 PE = 80 gpd (for all supply, treatment, storage, transmission, and distribution improvements)
- c. Based on 2015 population of 19,804 PE and 2050 projected population of 59,565 PE

For example, a Single Family Home is CURRENTLY calculated by 3.5 PE multiplied by the Current Fee of \$1,057.00 which would equal a Connection Fee of \$3,700.00. Staff is PROPOSING the calculation for a Single Family Home by calculating the same 3.5 PE multiplied by the Proposed Connection Fee of \$1,587.00 which would equal a Connection Fee of \$5,554.00. The proposed increase is \$1,854.00 (33.3%) for a Single Family Home.

# RESIDENTIAL CONNECTION FEES

	PE/Type	Current Fee * PE	Current Connection Fee	PROPOSED Fee * PE	PROPOSED Connection
Residence Type			Connection 1 ee	ree TE	Fee
Efficiency or studio apartment	1	\$1,057.00	\$1,057.00	\$1,587.00	\$1,587.00
1 bedroom apartment/condominium	1.5	\$1,057.00	\$1,586.00	\$1,587.00	\$2,380.00
2 plus bedroom apartment/condominium	3	\$1,057.00	\$3,171.00	\$1,587.00	\$4,761.00
1 bedroom townhome	1.5	\$1,057.00	\$1,586.00	\$1,587.00	\$2,380.00
2 plus bedroom townhome	3	\$1,057.00	\$3,171.00	\$1,587.00	\$4,761.00
Duplex home	3	\$1,057.00	\$3,700.00	\$1,587.00	\$4,761.00
Single-family home	3.5	\$1,057.00	\$3,700.00	\$1,587.00	\$5,554.00

 Section7-5-3: Water Service Connections and Installation CURRENT LANGUAGE

Item B Materials, Equipment and Labor 1. If the superintendent of public works so desires, he may request the applicant furnish materials, equipment and labor to install the service connection. Where such the request is made the materials used shall be approved by the Superintendent of public works and the installer shall be bonded, qualified and approved by the Superintendent of Public Works before installation. If the Superintendent of Public Works provides any materials, equipment and labor to install the service connection, the cost of such equipment, materials and labor for this installation of such connections shall be in additional to the above charges.

# PROPOSED LANGUAGE

Item B Materials, Equipment and Labor 1. The applicant shall furnish materials, equipment and labor to install the service connection. The materials used shall be in compliance with this Chapter and approved by the Director of Public Works and the installer shall be bonded, qualified as a licensed plumber and approved by the Director of Public Works before installation. If the Director of Public Works provides any materials, equipment and labor to install the service connection, the cost of such equipment, materials and labor for the installation of such connections shall be in addition to the above charges.

# Proposed Change 9

• Section 7-5-3: Water Service Connections and Installation

# PROPOSED DELETION

Item B Materials, Equipment and Labor 2. "The installation of the service connection by applicant shall be allowed only where connection will be made to the new watermains that are not yet in service. Where connection is made to existing city owned watermains, the installation of the service connection shall be made by the superintendent."

Staff Note - That language does not represent current practice as the connection is not made by the Superintendent. This language was deleted in its entirety.

• Section 7-5-4: Water Meters

# CURRENT LANGUAGE

All water furnished consumers shall be metered, and all meters shall be of a standard and approved make and shall be furnished by the City and set by the Water Department. Meters shall remain the property of the City and are subject to removal any time.

# PROPOSED LANGUAGE

All water furnished consumers shall be metered, and all meters shall be in compliance with this Chapter, and shall be furnished by the City and set by the Water Department or licensed plumber. Meters shall remain the property of the City and are subject to removal any time. It shall be the responsibility of the property owner to furnish protection to the water meter from theft, vandalism, breakage due to weather conditions or any other damages which may occur. The property owner will be required to pay for any repair to or replacement costs of the water meter if such is necessary (for other than normal maintenance); otherwise, the water meter is the responsibility of the Department of Public Works for accuracy and maintenance, and/or replacement."

Staff Note - This language clearly defines who is monetarily responsible for repair or replacement of the meter.

# Proposed Change 10

• Section 7-5-4-5: Meter Testing

# PROPOSED LANGUAGE

A. Tests May be Made: "In case of doubt as to the accuracy of a meter, the consumer may request a text to be made....and if the meter is found to measure more than TWO (2%) incorrectly, no charge shall be made; and if an over-register of more than TWO percent (2%) is found....If said meter registers within TWO percent (2%) of accuracy, then all expense of testing shall be borne of the person making the request."

Staff Note – The proposed language above is the same as the current language, except that staff recommends the percentage change from FOUR to TWO percent to gain more accuracy to meter reads.

• Section 7-5-4-7: Service to More than One Customer Through Single Meter:

# **CURRENT LANGUAGE**

If, at the request of and for the convenience of the owner of a premises containing more than one customer, water is furnished to said premises through a single meter for the purpose of redistribution to the several customers, the charged set forth for service for a single family meter shall be multiplied by the number of customers served and the product there from shall be the water service connection charge.

### PROPOSED LANGUAGE

SERVICE TO MULTI-FAMILY RESIDENTIAL BUILDINGS WITH ONLY A SINGLE METER OR SHUT-OFF:

- A. If water is furnished to a multi-family building through a single meter for the purpose of redistribution to the several customers, the water service connection charge shall be the charge for a single-family meter multiplied by the number of customers served.
- B. No new water service shall be provided by the City to a multi-family building unless each single-family dwelling unit has a separate meter and shutoff box. It is the expressed policy of the City to prevent the establishment of and to encourage the elimination of all multi-family buildings with only a single meter or shutoff box except as allowed in this section.
- C. Effective August 1, 2018, service to a multi-family building with a single meter or shutoff box shall be billed only in the name of the landlord/owner or his or her duly appointed agent until such water service is exclusive to each single-family dwelling unit with meter and shutoff box. Agents appointed to act for the landlord/owner must be identified and authorized in writing to the City by the landlord/owner. The landlord/owner may also be a person, partnership or corporate entity lawfully designated as being solely responsible for the payment of water service to the City.
- D. Whenever a disconnection is authorized for a multi-family building with a single meter or shutoff box, water service shall not be reconnected until a separate shutoff box and meter is installed for each single-family dwelling unit at the landlord/owner's expense.

Staff Note - This language allows the City to have access to shut-off and/or turn-on in individual residences in a multi-family dwelling unit.

# Proposed Change 12

• Section 7-5-5-1: Water Service Rates and Charges:

Staff Note – We changed the location of bulk water rates by moving those charges to this section of the ordinance under a new Section D, and stipulated that the bulk water rate is \$50 per load.

• Section 7-5-5-1: Water Service Rates and Charges:

### PROPOSED DELETION

D. Temporary Water use; Unmetered Rates: The flat rate for water services supplied on a temporary basis without meters shall be as follow.

Staff Note - This was removed because the practice is no longer in place, allowing all to purchase a bulk water rate.

# Proposed Change 14

• Section 7-5-5-1: Water Service Rates and Charges:

#### PROPOSED DELETION

E. "Private Sprinkler and Fire Suppression Systems"

Staff Note - This is an old practice and is no longer in use.

Proposed Changes 15. 16, 17 & 18

• Section 7-5-5-2: Bills for Service; Delinquencies:

# PROPOSED LANGUAGE

A. First notice bills for water furnished shall be mailed on or about January 1, March 1, July 1, September 1, and November 1 of each year.

Staff Note – This language reflects current practice, outlining the notice for bill dates (every other month starting in January).

# PROPOSED LANGUAGE

B. After 30 days from the mailing of the first bill and the bill not being paid a delinquent second notice bill shall be mailed.

Staff Note – This will allow the second notice to be mailed 30 days from the mailing of the first bill not being paid.

# PROPOSED MODIFICATION

C. Turn-on fee increase from a \$5.00 to a \$50.00 fee.

Staff Note - Staff believes this accurately reflects the charge for administration and labor time for the turn on.

# PROPOSED DELETION

Section D. "Additional Deposit Required"

Staff Note - It is not the current practice to require an additional deposit for a delinquent user.

• Section 7-5-5-3: Responsibility of Water Service Customer:

# PROPOSED ADDITIONAL LANGUAGE:

If the bill for a building with multiple units and a single meter with one owner who pays the bill for all of the units is delinquent, the City may shut-off the entire building as provided in Section 7-5-5-2C.

Staff Note - This would only affect a multiple-unit building, as it would provide a way for the staff to shut-off the building for delinquent payment. And also links to the shut-off access described in Section 7-5-4-7.

# Proposed Change 20

• Section 7-5-6: Waterworks Revenue:

# PROPOSED DELETION

C. – "Water Surplus Account and Water Bond Redemption Account"

Staff Note - These accounts are no longer active and do not apply.

# Proposed Change 21

• Section 7-5-7: Change of Residence By Water Service Customers:

#### PROPOSED MODIFICATION

Turn-on fee increase from a \$5.00 to a \$50.00 fee.

Staff Note - Staff believes this accurately reflects the charge for administration and labor time for the turn on.

# Proposed Change 22

• Section 7-5-9: Prohibited Acts and Conditions:

# CURRENT LANGUAGE

B. Unnecessary Waste of Water: Consumers shall prevent unnecessary waste of water and keep all water outlets closed when not in actual use. If unnecessary waste of water takes place, the City Council reserves the right to cut-off the supply, and City further reserves the right to prohibit the use of water for yard sprinklers, elevators and large consumers of water when, in the judgment of the Council, it shall be necessary to do so.

# PROPOSED LANGUAGE

B. It shall be the duty of all consumers of city water, at any times, to exercise due diligence to prevent waste of the water supply and to this end shall stop any leaks on their premises. The city water supply will be shut-off from any and all premises until such violation of this rule is corrected.

• Section 7-5-9: Prohibited Acts and Conditions:

# PROPOSED ADDITIONAL LANGUAGE

C. 5.: Resale of Water Prohibited: No water shall be resold or distributed by the recipient thereof from the City supply to any premises at a rate other than that charged by the City. A person who resells water from the City supply shall not add any additional costs or charges to the rate charged by the City, other than any applicable administrative fee. The billing statement shall include any applicable administrative fee as a separate line item on the bill. The line item for the administrative fee shall also include the name of the entity that is charging the fee. Any billing statement for water resale shall solely be in the name of the reseller or his or her assigns. The billing statement shall not include any references to the City or the City's logo.

# Proposed Change 24

• Section 7-5-9: Prohibited Acts and Conditions:

# PROPOSED ADDITIONAL LANGUAGE

C. 6.: Damage to or Tampering with System: It is unlawful for any person not authorized by the Director of Public Works to tamper with, alter, or injure any part of the City's waterworks or supply system or any meter.

# Recommendation

Staff recommends approval of the attached revision to Title 7 Chapter 5 Water Use and Service to the City's Codified Ordinances.

Title 7

Chapter 5

WATER USE AND SERVICE 7-5-1: WATER DEPARTMENT:

7-5-2: APPLICATIONS FOR WATER SERVICE AND CONNECTIONS:

7-5-3: WATER SERVICE CONNECTIONS AND INSTALLATIONS:

7-5-4: WATER METERS:

7-5-4-1: METER COSTS:

7-5-4-2: METER LOCATIONS:

7-5-4-3: SIZE OF METERS:

7-5-4-4: MAINTENANCE AND REPAIR:

7-5-<u>4-5: METER TESTING:</u>

7-5-4-6: READING METERS:

7-5-4-7: SERVICE TO MORE THAN ONE CUSTOMER THROUGH SINGLE METER:

7-5-5: WATER SERVICE RATES; BILLING PROCEDURES:

7-5-5-1: WATER SERVICE RATES AND CHARGES:

7-5-5-2: BILLS FOR SERVICE; DELINQUENCIES:

7-5-5-3: RESPONSIBILITY OF WATER SERVICE CUSTOMER; DEPOSIT:

7-5-6: WATERWORKS REVENUE:

7-5-7: CHANGE OF RESIDENCE BY WATER SERVICE CUSTOMERS:

7-5-8: WATER SHUTOFFS AND TURNONS:

7-5-9: PROHIBITED ACTS AND CONDITIONS:

7-5-10: TEMPORARY SERVICE TO CONTRACTORS:

7-5-11: REGULATIONS FOR DEVELOPERS:

7-5-12: PRIVATE SPRINKLER AND FIRE PROTECTION SYSTEMS:

7-5-13: WATER CUSTOMER CONTRACTUAL AGREEMENT:

7-5-14: VIOLATION AND PENALTY (REP. BY ORD. 2008-74, 8-26-2008):

7-5-15: WATER CONSERVATION REGULATIONS:

7-5-16: INSPECTION; AUDIT; APPEAL:

7-5-1: WATER DEPARTMENT: 🔨

A. Supervision: The Water Department of the City shall be under the active supervision of the the city administrator/engineer-Director of Public Works who shall report to the PUlic Works Committee the water committee of the city council. who Said city administrator/engineer Said Director shall make a written report to the City Council the activities of the Department of all his acts and doings whenever requested by the Council, and such reports shall be placed on file with the City Clerk and shall show the kind and amount of materials used, the cost thereof and all expenses attending the work. He shall also keep a correct map of all water mains now or hereinafter laid in the City, with their dimensions, locations and connections, hydrants and cutoffs; and shall keep just, true and correct books of accounts, and such books, records, maps and other accounts which shall be delivered to his successor or the City Council at any time, upon request.

#### B. Salaries And Wages:

1. Superintendent Director Oof Public Works: The Superintendent Director of Public Works shall may receive his wages from the water fund for his services in the active

supervision of said waterworks; such sum to be <u>determined by the current City</u> <u>compensation policies.</u> <u>compensation policies fixed by resolution and set forth in the annual budget ordinance. (Ord 1974, 69, 10 24 1974; and 19953 Code).</u>

- 2. Department Employees: The mayor and members of the city council. The Mayor, or his designee, shall have the authority to hire and fire all other employees necessary for the proper operation and management of the waterworks, The wages of all such employees shall be fixed by resolution, and all wages and other expenses of the water department may shall be paid out of the water fund through vouchers authorized and drawn in the like manner's all other vouchers; except that such amounts shall be paid only out of the water fund. in accordance with the budget as approved by the City Council.
- C. Audit Of Department: The City Council shall cause a proper audit to be made at least once each year of the Water Department. The report of such audit shall be open for inspection at all proper times to any taxpayer, water user or any holder of bonds issued by the Water Department. (Ord. 1974–69, 10-24-1974)

# 7-5-2: APPLICATIONS FOR WATER SERVICE AND CONNECTIONS: \$\square\$

All applications for water service connections and for water service shall be made in writing on forms to be furnished by the City. No approval for water service connection shall be granted unless and until said forms are <a href="completedfilled-out">completedfilled-out</a> and signed by the applicant <a href="withand-until-all-fees">withand-until-all-fees</a> for connection and meter-are submitted. No connection to a water main shall be made without a permit being issued and twenty-four (24) hours notice to the Director of Public Works. No water from the City water supply shall be turned on for service into any premises by any person until the water meter has been installed and is registering all water used at the premises. (Ord. 1974-69, 10-24-1974)

# 7-5-3: WATER SERVICE CONNECTIONS AND INSTALLATIONS: 🞾

A. Location Of Connections And Installations—Charge: All connections and installations of water service shall, upon application, be made from the existing main upon applicant's street to the street side of applicant's sidewalk or to a point four feet (4') within the curb line, whichever point the Superintendent Director of Public Works shall determines elect. Said connections and installations shall be witnessed by authorized employees of the City and only after payment by the user or property owner at the time of application for water to the Finance Director City Treasurer or collector of a connection fee as outlined below: (Ord. 1982-9, 3-25-1982; amd. 1994 Code)

#### RESIDENTIAL CONNECTION FEES<sup>1</sup>

RESIDENTIAL CONTRECTION TEE	~	
	<b>Projected</b>	Connection Fee Based On \$ 1,057.00/PE
	PE Per	
	Residence	
Residence Type	-	
Efficiency or studio apartment	1.00	\$ <del>1,057.00</del> <u>1,587.00</u>
1 bedroom apartment/condominium	1.50	\$ <del>1,586.00</del> 2,380.00

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2 plus bedroom apartment/condominium	3.00	\$ <u>4,761.00</u> <del>3,171.00</del>
1 bedroom townhome	1.50-	\$ <del>1,586.00</del> 2,380.00
2 plus bedroom townhome	<del>3.00</del>	\$ <del>3,171.00</del> 4,761.00
Duplex home	<del>3.50</del>	\$ <del>3,700.00</del> 4,761.00
Single-family home	<del>3.50</del>	\$ <del>3,700.00</del> 5,554.00

#### NON-RESIDENTIAL CONNECTION FEES<sup>2</sup>

Water Meter Size	Water Connection Fee
Less than or equal to 1 inch	\$ 3,700.00
$1^{1}/_{2}$ inch	4,000.00
2 inch	5,000.00
3 inch	8,000.00
4 inch	15,000.00
6 inch and larger	TBD

#### Notes:

The above connection fees shall not include the connection only for supplying water for fire suppression.

Non-residential land use shall be considered all land uses other than those defined in the residential connection fees table.

TBD = Connection fee to be determined by City Council on a case by case basis.

(Ord. 2006-32, 4-25-2006)

#### B. Materials, Equipment And Labor:

1. If the superintendent of public works so desires, he may request The applicant will shall furnish materials, equipment and labor to install the service connection. Where such request is made the The materials used shall be in compliance with this Chapter and approved by the Superintendent Director of public Public Wworks and the installer shall be bonded, qualified as a licensed and plumber and approved by the Superintendent Director of Public Works before installation. If the Superintendent-Director of Public Works provides any materials, equipment and labor to install the service connection, the cost of such equipment, materials and labor for the installation of such connections shall be in addition to the above charges.

2. The installation of the service connection by applicant shall be allowed only where connection will be made to the new watermains that are not yet in service. Where

connection is made to existing city owned water mains, the installation of the service connection shall be made by the superintendent.

C. Construction Specifications: All service connections and installations shall be <u>in compliance</u> with the City's then effective Standard Specifications For Improvements adopted by the City <u>Council</u> provided with corporation cock, curb stopcock, shutoff and curb box <u>and of a standard and approved type</u>, and shall be subject to approval by the <u>Superintendent Director</u> of Public Works. All materials, including pipe, stopcock and valves shall be <u>of a standard and approved type and</u> placed and located under the direction of the <u>Superintendent Director</u> of Public Works. (Ord. 1982-9, 3-25-1982; amd. <u>1994-2016</u> Code)

## 7-5-4: WATER METERS: <sup>©</sup>

All water furnished consumers shall be metered, and all meters shall be in compliance with this Chapter of a standard and approved make, and shall be furnished by the City and set by the Water Department or licensed plumber. Meters shall remain the property of the City and are subject to removal any time. It shall be the responsibility of the property owner to furnish protection to the water meter from theft, vandalism, breakage due to weather conditions or any other damages which may occur. The property owner will be required to pay for any repair to or replacement costs of the water meter if such is necessary (for other than normal maintenance); otherwise, the water meter is the responsibility of the Department of Public Works for accuracy and maintenance, and/or replacement. (Ord. 1974-69, 10-24-1974)

## 7-5-4-1: METER COSTS: 🚭

All meters and shall be purchased <u>fromthrough</u> the City <u>at the then current prices as established</u> <u>by the City Council</u> and will include the meter, couplers, gaskets, back flow prevention device (for residential units only) meter wire and outside reader.

Applicants purchasing non-residential meters will be required to purchase an approved back flow prevention device separately. Prices of water meters will be reviewed from time to time by the City Council and set by ordinance.

Residential M	leter Costs
5/8"x3/4" -	\$435.00
3/4"x3/4" -	\$460.00
* 1" -	\$590.00

\* used only when necessitated by plumbing code

Non-Residential Meter Costs

1 1/2" -	\$1900.00	
2" -	\$2110.00	
3" -	\$2600.00	

The costs involved in furnishing and installing the meter shall be borne by the applicant. Costs to be reimbursed to the city shall include the meter, remote readers, valves, checkvalves, meter setting hardware and labor. The charges shall be actual cost for materials and labor including fringe benefits, but excluding any fees for overhead, profit or similar marginal costs. (Ord. 1974 69, 10 24 1974)

## 7-5-4-2: METER LOCATIONS: \*\*

The owners must shall provide suitable locations in the water piping systems for the metersame and meters shall be placed on a service pipe not to exceed two feet (2') from the wall where such pipe enters the premises. The owner shall provide a shutoff valve on the inlet side of the meter and a shutoff valve on the outlet side of the meter. The City shall provide a suitable check valve on the outlet side of the meter. The City shall provide a suitable check valve on the outlet side of the meter. There shall be provided a suitable place for the meter so as to keep it dry and clean, and readily accessible at all times to the meter reader and inspector of the Water Department. (Ord. 1974-69, 10-24-1974)

## 7-5-4-3: SIZE OF METERS: \*\*

- A. The size of meter required for any metered water supply shall be governed by the size and character of the premises served or to be served, <u>as determined by the Building Code Official</u>, <u>in accordance with City Building Codes</u>. The size of meters so specified shall be subject to change from time to time as demand or other condition may require.
- B. The <u>City mayright is reserved to</u> require an increase <u>or decrease</u> in the size of <u>a</u> meter in any case where, in the discretion of the City, the use of water exceeds the capacity of the meter<u>or</u> <u>the use is not accurately measured</u>. (Ord. 1974-69, 10-24-74)

#### 7-5-4-4: MAINTENANCE AND REPAIR: \*\*

Owners or occupants shall be responsible for the care and protection of a meter, but a meterthe same shall be subject to inspection and test at any reasonable time by the Water Department; however, meters may be repaired by the City at no cost to the owner and no one Department. No person shall interfere with the registration of or break a seal on any meter; providing, however, that the Superintendent Director of Public Works may grant permission to break a seal for draining pipe or stopping leaks. (Ord. 1974-69, 10-24-74; 1994 Code)

#### 7-5-4-5: METER TESTING: <sup>©</sup>

A. Tests May be Made: In case of doubt as to the accuracy of a meter, the consumer may request accomplain and tests tomay be made by the Superintendent Director of Public Works and if the

meter is found to measure more than <u>four two</u> percent (42%) incorrectly, no charge shall be made; and if an over-register of more than <u>four two</u> percent (42%) is found, a proportional deduction shall be made from the previous water bill. If said meter registers within <u>four two</u> percent (42%) of accuracy, then all expense of testing shall be borne by the person making the <u>requesteomplaint</u>. (Ord. 1974-69, 10-24-74; and. Ord. 1983-15, 9-22-83; 1994 Code)

B. Entry Powers: The <u>Superintendent Director</u> of Public Works or his designated employees in the City Water <u>Department, Department</u> shall be allowed access <u>at any reasonable time</u> to the residences of all City water users for the purposes of checking the accuracy of the water meter located in the home <u>when the home is equipped with a remote water meter indicator on the outside of the residence at all reasonable times</u>. (Ord. 1984-1, 3-22-84)

## 7-5-4-6: READING METERS: \*\*

The <u>Superintendent-Director</u> of Public Works shall determine the amount of water usage by each individual customer of the City pursuant to any of the <u>following three methodsfollowing</u> <u>methods</u> to be selected by him in his absolute and sole discretion:

A. An actual meter reading done by <u>physical examination of the water meter or remote radio</u>
<u>read, by</u> employees of the City <del>Water Department on a quarterly basis, but no less than one time a year on a bi-monthly basis; or</del>

B. A customer meter reading returned to the City Water Department at the request of the Superintendent of Public Works by the customer; or

B. An estimated reading based on customer's usage, during the quarter being estimated from the last one year of the customer's usage. In the event any specific customer has less than a one year history of water usage with the City, said estimates Estimates shall be based on the most recently ascertainable data on individual usage available to the Superintendent Director of Public Works. In no event shall estimated water billings be made for more than three (3) calendar quarters consecutive billing periods in any one year. (Ord. 1984-1, 3-22-84)

#### 7.5.4.7: SERVICE TO MORE THAN ONE CUSTOMER THROUGH SINGLE METER:

If, at the request of and for the convenience of the owner of a premises containing more than one customer, water is furnished to said premises through a single meter for the purpose of redistribution to the several customers, the charges set forth for service for a single family meter shall be multiplied by the number of customers served and the product there from shall be the water service connection charge. (Ord. 1974 69 10 24 74; 1994 Code)

7.5.5: WATER SERVICE RATES: BILLING PROCEDURES: \*\*

## 7-5-4-7: SERVICE TO MULTI-FAMILY RESIDENTIAL BUILDINGS WITH ONLY A SINGLE METER OR SHUTOFF

A. If water is furnished to a multi-family building through a single meter for the purpose of redistribution to the several customers, the water service connection charge shall be the charge for a single-family meter multiplied by the number of customers served.

- No new water service shall be provided by the City to a multi-family building unless each single-family dwelling unit has a separate meter and shutoff box. It is the expressed policy of the City to prevent the establishment of and to encourage the elimination of all multi-family buildings with only a single meter or shutoff box except as allowed in this section.
- Effective August 1, 2018, service to a multi-family building with a single meter or shutoff box shall be billed only in the name of the landlord/owner or his or her duly appointed agent until such water service is exclusive to each single-family dwelling unit with meter and shutoff box. Agents appointed to act for the landlord/owner must be identified and authorized in writing to the City by the landlord/owner. The landlord/owner may also be a person, partnership or corporate entity lawfully designated as being solely responsible for the payment of water service to the City.
- D. Whenever a disconnection is authorized for a multi-family building with a single meter or shutoff box, water service shall not be reconnected until a separate shutoff box and meter is installed for each single-family dwelling unit at the landlord/owner's expense."

## 7-5-5-1: WATER SERVICE RATES AND CHARGES: 4



- A. Water Infrastructure Improvement And Maintenance Fee; Water Service Rates Established:
  - 1. All water users shall be charged a water infrastructure improvement and maintenance fee of four dollars eight dollars twenty five cents (\$8.254.00) per month through April 30, 20137. (Ord. 2012-18, 6-26-2012, 2016 Code)
  - 2. Water service rates shall be as follows:

a. Effective May 1, 2014, the water rates shall be:

\$14.00 up to 350 cubic feet of usage

\$2.97 per 100 cubic feet of usage over 350 cubic feet (Ord. 2014-14, 4-22-2014)

b. Effective May 1, 2015, the water rates shall be:

\$16.00 up to 350 cubic feet of usage

\$3.65 per 100 cubic feet of usage over 350 cubic feet (Ord. 2015 22, 4 28 2015)

c. Effective May 1, 2016, the water rates shall be:

\$17.00 up to 350 cubic feet of usage

\$4.30 per 100 cubic feet of usage over 350 cubic feet

d. Effective May 1, 2017, the water rates shall be:

\$17.00 up to 350 cubic feet of usage

\$4.30 per 100 cubic feet of usage over 350 cubic feet

e. Effective May 1, 2018, the water rates shall be:

\$17.00 up to 350 cubic feet of usage

\$4.30 per 100 cubic feet of usage over 350 cubic feet (Ord. 2014-14, 4-22-2014)

- 3. In determining the quantity used for billing purposes, one hundred (100) cubic feet shall include any fractional amount of cubic feet used. (Ord. 2010-21, 5-25-2010)
- B. More Than One <u>Water Customer Through A Single Meter: After the effective date hereof, Eeach residential dwellinghousing</u> unit or <u>individual multi-tenant</u> commercial <u>tenant</u> <u>unitdevelopments</u> will be charged <u>for water</u> as outlined in this section, regardless of the number of housing <u>or commercial units</u> units that are served through a single meter.\_-(Ord. 1982-9, 3-25-1982; amd. 1994 Code)

#### C. Users Outside City Limits:

- 1. Water Rates: For all water consumption and water services rendered beyond the city limits for which each service shall be by meter registration, charges shall now be at the normal in city water rates and no further double charge shall be made.
- 1. Water Line And Plant Maintenance Fee: From January 1, 1984, forward, a water line and plant maintenance fee shall be charged at the rate of six dollars and seventy cents (\$6.70) per month to be paid with each water bill, and upon the same terms, conditions and enforcements for each water service meter registration outside of the City; with said water line and plant maintenance fee being established herein by reason of the additional costs, which may vary from time to time, incurred by the City in maintaining and servicing a water delivery system not within its boundaries. (Ord. 1983-17, 12-15-1983)
- D. Bulk Water Rates: Bulk water rates are \$50.00 per load.
- D. Temporary Water Use; Unmetered Rates: The flat rate for water services supplied on a temporary basis without meters shall be as follows:

Filling outdoor swimming pools	\$ 75.00
Outdoor shows, including carnivals, circuses and wild west shows, per day	105 .00
Unmetered service generally, per day	30 .00

#### (Ord. 1982 9, 3 25 1982)

E. Private Sprinkler And Fire Protection Systems: The following rates and charges shall apply to all sprinkler and fire protection services connected with the water mains of the city:

## 1. Sprinkler system service:

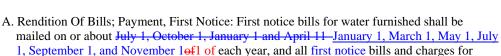
For each connection serving 500 sprinkler heads or less, semiannually	\$12.50
For each additional sprinkler head on any connection, over 500 heads, semiannually	\$0.015 each

#### 2. Fire protection service:

ſ	For each fire hydrant located on private property, semi-annually	\$5.00
	For each wet hose connection on private property, semi-annually	1.00

Sprinkler and fire protection service rates and charges shall not be subject to any discount. Such rates and charges shall be considered as payment only for such water as may be necessary to use in making the usual and ordinary tests of such systems under the underwriters' rules, or for actual fires. Sprinkler and fire protection service shall not be required to be metered unless it shall be found that water is used from same for purposes other than for the usual tests or for firefighting, in which case the city is empowered to require the installation of a meter. (Ord. 1974-69, 10-24-1974)

## 7-5-5-2: BILLS FOR SERVICE; DELINQUENCIES: ©



days of the date of mailing City Treasurer or collector. (Ord. 1982-9, 3-25-1982)

B. Delinquent Bills, Second Notice: After 30 days from the mailing of the first bill and the bill not being paid a delinquent second notice bill shall be mailed. All charges for water shall be due and payable on rendition by mail of first notice of amount to the owner or tenant and shall become delinquent at the expiration of thirty (30) days from the respective rendition of first notice bills date in section 7.5.5.2 A above, or from the actual date of mailing of first notice bills if the rendition by mail date occurs later than the respective rendition of bills date in Section 7.5.5.2 A. above. The delinquent second notice bill amount shall be ten percent (10%) greater than the first notice bill amount. The second notice bill shall be due ten (10)

water <u>usagerents</u> and other services are payable at the office of the <u>Finance Director</u> within 30

days from its date ofthe respective mailing date. For purposes of enforcing a lien as provided by statutes, the date of delinquency on the second notice bill is the first eligible lien date.

C. Shut-off Of Water Service For Nonpayment; Turn-on Fee; Payment Plan: Ten (10) days If a delinquent after a bill is not paid before its due dateshall become delinquent, the water service may be shut off from the premises, and shall not be turned on until all back-rentals and charges are paid, together with a five fifty dollar (\$50.00) fee for turning on the water when service is located within the City limits; said fee shall be ten-fifty dollars (\$1050.00) plus all back-rentals and charges when service is located beyond the City limits; provided however, at the discretion of the City Finance Director, a water service customer may enter into a payment plan with the City in order to avoid water shutoff. In this event the customer does not have a prior history of delinquent bills and, the water service customer shall pays the entirety of the current monthly charges, plus a portion of the delinquent charges as determined by the City Finance Director and the customer does not have a prior history of delinquent bills, so long as all delinquent sums are paid in full within not more than eighteen (18) months, the City shall charge a ten (10%) percent penalty every two months on the past due balance. Nothing in this section shall obligate the City to enter into a payment plan with a water service customer. (Ord. 2010-14, 3-9-2010)

D. Additional Deposit Required: In the event a water user becomes more than ten (10) days delinquent on two (2) or more separate occasions, the user may be required to furnish an additional deposit to the city in an amount equal to one estimated bill or not less than twenty five dollars (\$25.00), and twenty five dollars (\$25.00) in the case of all other property, and the city may refuse to turn said water on again until the aforesaid deposit has been received. (Ord. 1982-9, 3 25 1982)

## 7-5-5-3: RESPONSIBILITY OF WATER SERVICE CUSTOMER: 4



Water service accounts and charges shall be kept in the name of the owner of the property served, except as to property owned by the state of Illinois. Only such owner shall be recognized as the consumer, except where the tenant has the account in his/her name-. When the account is in the name of the tenant-makes and maintains a deposit of an amount of money with the city treasurer equal to the estimated water bills for the premises to be served to guarantee payment for water service, but in no case shall such deposit be less than twenty five dollars (\$25.00). The deposit shall accompany the application for service. Where no deposits are made or where the deposit is not maintained, the owner of the premises served shall be held responsible for the payment of all water rentals and all other proper charges in connection with water services to said premises. Such payments shall be accepted from tenants if tendered by them, but accepting payments from tenants shall not subsequently relieve the owner of the premises from the responsibility of paying water rentals or other service charges when due or relieve the real estate from the lien hereinbefore provided. Any deposit made upon application for service shall be returned to consumer upon termination of service. If the bill for a building with multiple units and a single meter with one is owned by one common owner who pays the bill for all of the unitsand has multiple units, with one shut off location is delinquent, the City may shut-off the entire building as provided in Section 7-5-5-2C4-7, until the entire building is up to date on billing. (Ord. 1974-69, 10-24-1974)

## 7-5-6: WATERWORKS REVENUE: \*\*



#### A. Duties Of Finance Director City Treasurer:

- 1. Monies To: All money due the water department from all purposes and sources, including the collection of water usage chargesrents or rates, shall be paid to the Finance directorCity Treasurer.
- 2. Custodian Of Funds: The Finance Director City Treasurer shall be custodian of the funds derived from income received from the waterworks system, and shall begive proper bonded for the faithful discharge of his duties. The Finance Director Treasurer shall maintain separate accounts as is necessary or required by law. in which shall be placed the interest and sinking fund monies and another account in which shall be placed the depreciation funds and all other funds necessary to provide for refunding outstanding certificates or bonds payable out of water revenue.
- B. Water Fund: All revenue derived from the sale of water as herein provided shall be kept separate and apart by the Finance DirectorCity Treasurer from the other revenue of the City. Said money shall be known as the water fund and shall be used exclusively for waterworks purposes; that is, for the maintenance, extension, improvement and operation of said waterworks, the retirement of waterworks bonds and certificates, and under no circumstances shall this revenue be diverted to any other purpose unless authorized by City Council at any time. (Ord. 1974-69, 10-24-1974)
- C. Water Surplus Account And Water Bond Redemption Account: The city council deems that in its best interest and required pursuant to the terms of an ordinance passed on May 8, 1969, authorizing the issuance of revenue bonds for the purpose of improving its water system, to create two (2) accounts, one designated as a surplus account in which any surplus monies remaining after payment of those monies required to be paid into special accounts created under section 8, subparagraphs (a) through (d) of said ordinance of May 8, 1969, and said account shall be designated as a surplus account and bond redemption account upon the following terms and
- 1. Surplus Account: A surplus account shall hereby be established pursuant to the terms of the city ordinance passed May 8, 1969, providing that all monies remaining in the water fund of the city established by said ordinance after all previously described payments shall be placed into the surplus account at the close of each billing quarter. At the end of each fiscal year, a sum of not less than fifty percent (50%) of the amount paid into said surplus account shall be transferred to a bond redemption account created hereafter. The remaining balance contained in said surplus account may be used for the improvement, extension or maintenance of the city water system. 2. Bond Redemption Account: The city hereby creates a bond redemption account which shall be established at the close of the next fiscal year occurring upon the effective date hereof. Fifty percent (50%) of those monies transferred at the close of each fiscal year from the surplus account of the water fund of the city shall be placed in said bond redemption account so as to provide funds with which to retire water bond obligations of the city. (Ord. 1985 16, 10 24 <del>1985)</del>

No person, either owner or tenant, who, in changing his residence from one location to any other location served by the water department, shall be given water service until any and all delinquent water usage feesrentals which are charged against him at his former place of residence shall have been paid in full, and no water at the new location shall be turned on and, if so, the same shall be turned off until settlement of such delinquent water rental at the former location is made. A charge of five fifty dollars (\$50.00) for turning on water and renewing service shall be made, in addition to the payment of the delinquent water usagerental or charges. (Ord. 1974-69, 10-24-

## 7-5-8: WATER SHUTOFFS AND TURNONS: ©

- A. Authority To Shut-Off Water; Non-liability: The City shall not be held responsible by reason of the breaking of any service pipe or apparatus, or for failure toin the supply of water. The City, when necessary, without notice, may shut the water off in its mains for the purpose of making repairs or extensions or for other purposes. No claims shall be made against tThe City shall not be liable by reason of the breakage of any service pipe or service cock, or from other damage that may result from the shutting off of water for repairing, laying or relaying mains, hydrants or other connections. (Ord. 1974-69, 10-24-1974)
- B. Requests For Water Shut-off And Turn-on:
  - 1. Water Shut-off: Owners or consumers when they pay for water service desiring to discontinue the use of water shall give notice thereof, in writing, to the superintendent <u>Director</u> of Public Works, or his designee, who shall then cause the water to be turned off. Water usage<del>rents</del> or charges for services shall continue<del>be made</del> until such notice is given. When water service is discontinued, all water rentals for such service shall become due and payable. When water service is again desired after having been discontinued, a charge of five dollars (\$5.00) shall be made and collected before turning on water and renewing service.
  - 2. Water Turn-on: In turning on water, the City Council or the water department shall not be responsible for any damage that may occur by reason of improper fixtures, open or improper connections, or for any other causes. (Ord. 1974-69, 10-24-1974; amd. 1994 Code)

## 7-5-9: PROHIBITED ACTS AND CONDITIONS: 4



- A. Electrical Grounding To Water System: No part of any water service, including the portion owned or used by any user of water, shall be used as a ground for a radio, telephone and other electrical system or appliance. It shall be unlawful for any person to ground an electrical system to Bonding of the water supply system shall not be considered to be a ground.
- B. Unnecessary Waste Of Water: Consumers shall prevent unnecessary waste of water and keep all water outlets closed when not in actual use. If unnecessary waste of water takes place, the City Council reserves the right to cut off the supply, and the City further reserves the right to

prohibit the use of water for yard sprinklers, elevators and large consumers of water when, in the judgment of the Council, it shall be necessary to do so. (Ord. 1974-69, 10-24-1974)

B. It shall be the duty of all consumers of city water at any and all times to exercise due diligence to prevent waste of the water supply and to this end shall stop any leaks on their premises. The city water supply will be shut off from any and all premises until such violation of this rule is corrected.

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#### C. Use Of Ground Water Prohibited:

- 1. Prohibited: The use or attempt to use as a water supply, ground water from within the corporate limits of the United City of Yorkville by the installation or drilling of wells or by any other method is hereby prohibited within the City. (Ord. 2008-78, 8-26-2008)
- 2. Penalties: (Rep. by Ord. 2008-74, 8-26-2008)

#### 3. Definitions:

PERSON: Any individual, partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representative, agents, or assigns.

POTABLE WATER: Any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

- 4. Memorandum Of Understanding: The Mayor of the United City of Yorkville is hereby authorized and directed to enter into a memorandum of understanding with the Illinois environmental protection agency ("Illinois EPA") in which the United City of Yorkville assumes responsibility for tracking the remediation sites, notifying the Illinois EPA of changes to the ordinances, and taking certain precautions when siting public potable water supply wells. (Ord. 2005-50, 6-14-2005)
- 5. Resale of Water Prohibited: No water shall be resold or distributed by the recipient thereof from the City supply to any premises at a rate other than that charged by the City. A person who resells water from the City supply shall not add any additional costs or charges to the rate charged by the City, other than any applicable administrative fee. The billing statement shall include any applicable administrative fee as a separate line item on the bill. The line item for the administrative fee shall also include the name of the entity that is charging the fee. Any billing statement for water resale shall solely be in the name of the reseller or his or her assigns. The billing statement shall not include any references to the City or the City's logo.
- 4. <u>Damage to or Tampering with System:</u> It is unlawful for any person not authorized by the Director of Public Works to tamper with, alter, or injure any part of the City's waterworks or supply system or any meter.

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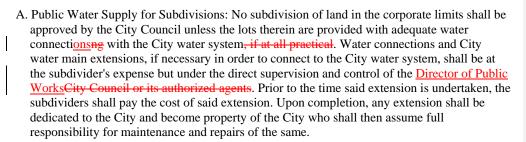
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#### 7-5-10: TEMPORARY SERVICE TO CONTRACTORS:

A. If, during construction of a service installation on a three quarter inch (3/4") or one inch (1") tap, it is temporarily impossible to install a meter as required, the superintendent of public works or the city council may, upon receipt of application, issue a temporary bulk water permit, and turn on the service and allow use of unmetered water for normal construction purposes. Such permit shall not exceed sixty (60) days after the date of issuance of the permit for construction of said service installation.

B. The charges for temporary bulk water permit shall be ten dollars (\$10.00) for each thirty (30) days or less that a meter is not installed after issuance of a plumbing permit, and not to exceed a total of sixty (60) days. Said charges shall be paid in advance of each period requested and before water is turned on by the Department. (Ord. 1974-69, 10-24-74; 1994 Code)

## 7-5-10: REGULATIONS FOR DEVELOPERS: \*\*



#### B. Water System Improvements:

<u>Use The</u> standards and specifications from <u>Title 11</u>, subdivision control ordinance, <u>of this</u> Code shall be used for contiguity and construction.

- 1. Where improvements and extensions to the water distribution system are required in order to serve the needs of a development, the developer shall bear all costs of in the water main installation<sup>3</sup>. (Ord. 1974-69, 10-24-74)
- 2. Prior to proceeding with construction, the developer shall prepare and submit plans and specifications to all-Federal, State, County, Township and other governmental agencies as required by law for p. Permits or approvals shall be received from all appropriate agencies. The contractor shall also submit plans and specifications to the Director of Public Works and shall obtain written approval and a permit from the City Council before proceeding with construction. The following requirements shall be met:
  - a. Plans and specifications submitted shall bear the seal of a current registered Professional Engineer.

- b. Water mains shall be not less than  $\frac{\text{six-eight}}{\text{inches}}$  inches ( $\frac{68}{\text{o}}$ ") in diameter.
- c. Fire hydrants shall be set at each intersection and at intervals not to exceed four hundred feet (400') (whichever results in closer spacing). (Ord. 1974-69, 10-24-74) (Ord. 1974-69, 10-24-74; 1994 Code)
- d. All future water mains shall be constructed of ductile iron. Ductile iron valves and appurtenances shall be used whenever possible; however, the Superintendent Director of Public Works may, at his discretion, allow the use of cast iron valves and other cast iron appurtenances to the actual water pipe upon his written consent to the installer. (Ord. 1983-15, 9-22-83; 1994 Code)
- e. Water mains shall be buried such that finished grade will provide not less than five and one-half feet  $(5^1/2)$  of cover and not greater than eight and one-half feet  $(8^1/2)$  of cover over the main.
- f. All water main extensions shall be designed, installed and tested in accordance with the the most current edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois". (Ord. 1974-69, 10-24-74)
- g. The contractor shall pay all expenses incurred by the City to provide field inspections and approval of water mains before, during and after construction. At the sole option of the City, the following procedures shall be followed:
  - (1) Complete field inspection by the <u>SuperintendentDirector</u> of Public Works or his agent, with free advice and consulting on the project by the design engineer;
  - (2) Complete field inspection by the design engineer for the developer with periodic field checking by the <u>Superintendent-Director</u> of Public Works or his agent;
  - (3) Complete field inspection by the design engineer for the developer. If the City selects this option, there shall be submitted to the City a sworn statement carrying the design engineer's signature and seal stating that the water system was installed in strict accordance with the plans and specifications as approved, except as shown in the as-built drawings. (Ord. 1974-69, 10-24-74; 1994 Code)
- Mylar or cloth reproducible drawings shall be submitted to the City after construction showing the system as-built. (Ord. 1974-69, 10-24-74; 2016 Codified)

#### C. Installation of Oversize Mains:

- 1. Notice Requiring Oversized Mains; Compliance:
  - a. When, in any subdivision now within the City or within one and one-half  $(1^1/2)$  miles of the City limits which normally would require an eight inch (8") size water main but which, for the purpose of complying with the plan of development of the City's water

system to provide an adequate water supply, not only to the particular subdivision but also to subdivisions which in the future may become a part of the City, and where the City Engineer and Superintendent Director of Public Works have determined that water mains of a larger diameter than eight inches (8") and the size thereof, shall be installed, then the City Engineer or the Superintendent-Director of Public Works shall inform the subdividers, builders and developers of the subdivision by a written notice of that fact and require them to install such oversized water mains and at the same time, in said notice, inform them of the size to be installed. (Ord. 1974-69, 10-24-74; 1994 Code)

- b. Upon being-so notified as provided for in this subsection, no subdivider, builder or developer shall install any water main in such subdivision of any size other than that specified to him by the aforesaid notice.
- 2. Costs: At such time as the installation of said oversized water main pipe shall have been completed in accordance with the plans and specifications submitted to the City for such installation, and also in accordance with the notice specified in this subsection, and all such installations shall have been inspected and approved by the City as provided for by ordinance of the City, then the City will pay any such subdivider, builder or developer who has installed oversized water main pipe as above provided or approve a recapture ordinance, the difference of the cost at current prices, as of the time of said installation, between the eight inch (8") main pipe which was originally planned to be used and the cost of the oversized pipe which the City directed to be used. (Ord. 1974-69, 10-24-74)

## 7-5-12: PRIVATE SPRINKLER AND FIRE PROTECTION SYSTEMS: 🞾



Private sprinkler and fire protection water systems may be connected with the City water mains subject to the following provisions and regulations and provided the applicant is a consumer taking water supply for other uses from the City at regular rates for such uses:

A. Application for Service; Approval: Whenever sprinkler or fire protection services are desired, application shall be made for the privilege of installing such service, which application shall include complete specifications, adherence to the current CityICC Codes and plans of the installation contemplated. If said application is approved by the City Council, the applicant shall enter into an agreement with the City for connection to City mains, subject to the provisions of this Chapter. (Ord. 1974-69, 10-24-74)

#### B. Inspection of System:

1. City water will be turned into any sprinkler or fire protection system only when such installation shall have been subjected to and passed such inspection and pressure tests as may be required by the Superintendent Director of Public Works. All pipes in connection with such system shall be left exposed until such tests have been made and the system approved. No crossconnections between private water supplies and services connected to City mains shall be permitted.

2. Any and all premises connected to City water mains for sprinkler or fire protection services shall be subject to inspection by the <u>Superintendent Director</u> of Public Works at any time for count and conformity to the City regulations.

C. Rates and Charges: Rates and charges shall be as provided in Section 7 5 5 1 of this Chapter. (Ord. 1974-69, 10 24 74; 1994 Code)

7-5-13: WATER CUSTOMER CONTRACTUAL AGREEMENT: 🔨

The rules and regulations as set forth in this chapter shall be considered a part of the contract of every person who takes water supplied by the City through the City Waterworks. Every such person who takes water shall be considered as having expressly agreed to be bound by the provisions of this chapter upon his acceptance of water service from the City. (Ord. 1974-69, 10-24-1974)

7-5-14: VIOLATION AND PENALTY: (Rep. by Ord. 2008-74, 8-26-2008)

## 7-5-15: WATER CONSERVATION REGULATIONS: 4

A. Definitions: The following words and phrases when used in this section shall, for the purpose of this section, have the following meanings:

CITY: The United City of Yorkville.

DRIP IRRIGATION SYSTEM: A soaking hose that when in use does not result in an actual dissipation of water.

DRIP LINE: Pertaining to a tree or shrub, the ground area immediately beneath the branches of the tree or shrub.

LANDSCAPE/LANDSCAPING: Sod and seeded turf lawns, gardens, trees, shrubs, and other living plants.

PERMITTED HOURS OF WATER USE: A time period between five o'clock (5:00) A.M. and nine o'clock (9:00) A.M., and between nine o'clock (9:00) P.M. and twelve o'clock (12:00) midnight, each day.

PERSON: Any individual, firm, partnership, association, corporation, company, organization, or entity of any kind.

WATER: The water provided by and obtained by a person from the City water supply and distribution system.

B. Application:

- 1. The provisions of this section shall apply to all persons using water, and to all properties within the City or unincorporated areas which are connected to the City's water supply and distribution system, regardless of whether any person using the water has a contract for service with the City.
- 2. The provisions of this section shall apply annually from May 1 through September 30, subject to any modifications thereof, including application of these or other regulations during this or any other time, by an emergency proclamation issued pursuant to subsection C of this section.
- C. Restricted Hours And Days For Specified Uses:
  - 1. Water may be used for landscape watering or the filling of swimming pools only as follows:
    - a. All properties with even numbered street numbers (i.e., numbers ending in 0, 2, 4, 6 or 8) may use water for landscape watering or for pool filling, only on even numbered calendar dates during permitted hours of water use.
    - c. All properties with odd numbered street numbers (i.e., numbers ending in 1, 3, 5, 7, and 9) may use water for landscape watering or for pool filling only on odd numbered calendar dates during permitted hours of water use.
    - d. There shall be no restrictions as to hours or days when water may be used for any of the following:
      - (1) Landscape watering or sprinkling where such watering or sprinkling is done by a person using a handheld watering device;
      - (2) Filling swimming pools with a volume of fifty (50) gallons or less;
      - (3) The automatic watering of trees and shrubs by means of automatic root feed or drip irrigation systems within the drip line of the tree or shrub; or
      - (4) Vehicle and equipment washing; or
      - (5) Any other lawful use of water such as bathing, clothes washing, and other normal household uses not otherwise specifically restricted by the provisions of this section.
- D. Restrictions For Sod Laying And Lawn Seeding For New Lawns: Notwithstanding the provisions of subsection C of this section, the following special regulations shall apply:
  - 1. Sod laying, lawn seeding, and the planting of other landscaping for the establishment of a new lawn or new landscaping is prohibited from July 1 through August 31 each year unless the source of watering for said sod, lawn seeding and/or planting of landscaping is derived from a private well, imported water source or means other than any municipal water source.

- 2. From May 1 through June 30 and from September 1 through September 30, water may be used on new lawns (sod or seed), only as follows:
  - a. Priora. Prior to sod laying or lawn seeding, a sod watering permit, attached as exhibit A to the ordinance codified herein, must be shall be obtained from the Director of Public Works United City of Yorkville.
  - b. On the day new sod or seed has been placed on a property, a person may use an automatic sprinkling device to apply water to the sod or seed for a total period of time not to exceed eight (8) hours.
  - c. For the next nine (9) days thereafter, a person may apply water to said sod or seed each day during permitted hours of water use.
  - d. Following the first ten (10) days after the sod or seed is placed, the provisions of subsection C of this section shall apply.
- 3. Prior to the execution of any real estate contract for the sale of newly constructed property, the builder or owner of such new construction shall:
  - a. Inform prospective purchasers of the restrictions upon the installation of new lawns set forth in this section;
  - b. Attach a copy of these regulations to the contract; and
  - d. Obtain the signature of the purchaser(s) on a statement that he/she or they has /have been informed of the new lawn installation restrictions set forth in this section.
- 4. The applicant for a certificate of occupancy for any newly constructed property shall submit as a part of his application, and as a condition of issuance of such certificate, a copy of said signed statement. When an application for certificate of occupancy is submitted prior to sale of the property, and the future occupant is unknown, the applicant shall submit his signed statement that he shall comply with the requirements of this section at the time the real estate contract is executed.
- E. Waste Of Water Prohibited: No person shall allow a continuous stream of water to run off into any gutter, ditch, drain, or street inlet while using water for restricted purposes during the permitted hours of water use.
- F. Exceptions: The provisions of this section shall not apply to any commercial or industrial entity for which use of water is necessary to continue normal business operations, or to maintain stock or inventory. Provided, however, this exception shall not apply to any and all uses of water not essential to normal business operations or maintenance of inventory or stock, and specifically shall not apply to landscape watering or pool filling.
- G. Bulk Water Rates: Bulk water rates shall be increased to three (3) times the nonresident water rate during the time described in subsection B of this section.

H. Hydrant Use Prohibited: Hydrants connected to the City water supply and distribution system for the purpose of providing water for firefighting purposes shall not be opened by any person, other than authorized City or Fire District personnel, except for the purpose of fighting a fire.

#### I. Emergency Proclamation:

- 1. Whenever the water supply of the City is diminished from any cause, including, but not limited to, prolonged dry period, increased water demand, equipment failure, or water quality concerns, to an amount which in the opinion of the City Engineer or Director of Public Works is or is likely to become dangerous to the health and safety of the public, the City Mayor is hereby authorized and empowered to issue an emergency proclamation specifying different or additional regulations on the use of water.
- Such regulations may provide for limitations on the usage of water, limitations on days and hours of use of water for some or all purposes, and the prohibition of specified uses of water.
- 3. Upon issuing such proclamation, the City Mayor shall make the contents thereof known to the public by posting a copy at the City Hall, and by news release to local newspapers and radio media, and may also endeavor to notify the City residents and other persons in any other practical manner that he or she shall devise. Further, the City Mayor shall immediately deliver notice of such proclamation, and the regulations that have been imposed by such proclamation, to all members of the City Council.
- 4. The emergency proclamation of the City Mayor, and the regulations imposed thereby, shall remain in full force and effect until any one of the following shall first occur:

  a. The City Mayor determines that the emergency no longer exists and that the emergency proclamation, and the regulations imposed thereby, shall no longer continue in effect.
  - b. The City Council modifies or repeals the emergency proclamation, and the regulations imposed thereby, by means of an ordinance enacted at any regular or special meeting of the City Council.
  - c. The first regular meeting of the City Council occurring more than thirty (30) days after the date of the emergency proclamation of the City Mayor.
- 5. Any City employee or officer may, at the direction of the City Mayor, notify and warn any person of the effect of said emergency proclamation and direct said person to comply with said watering or sprinkling restrictions. If any said person, after having first been warned about said restrictions of the emergency proclamation, fails to comply with the water restrictions, the person shall be deemed to be in violation of this section. (Ord. 2004-17, 3-23-2004)
- J. Restriction On Permanent Landscape Watering Systems Of Nonresidential Properties:

- 1. This subsection J shall apply only to nonresidential properties, and common and/or open space areas of residential developments.
- 2. For this subsection J, a "permanent landscape watering system" shall be defined as any system of pipes, sprinkler heads or similar devices installed underground to be used to provide landscape watering.
- 3. Landscape watering upon nonresidential properties shall be limited as follows:
  - a. For properties with one building, a total area within the property not to exceed one acre may be watered by a permanent landscape watering system using the City's potable water. This area shall be measured by the amount of nonimpervious surface on the property including all landscaped areas, lawn areas and green space regardless of the size of the area initially planned to be irrigated.
  - b. For properties with more than one building, a total area within the property not to exceed three (3) acres may be watered by a permanent landscape watering system using the City's potable water. This area shall be measured by the amount of nonimpervious surface on the property including all landscaped areas, lawn areas and green space regardless of the size of the area initially planned to be irrigated.
  - c. For the common space and/or open space of a primarily residential development, no permanent landscape watering system shall be allowed using the City's potable water.
  - All permanent landscape watering systems permitted to use the City's potable water shall be metered the same as domestic water service. No special meters will be permitted.
- 4. The total area to be watered shall be measured as the area within reach of any permanent device used to water landscape including, but not limited to, sprinkler heads, hoses, trenches or similar devices to water landscape. (Ord. 2006-123, 10-24-2006)

## 7-5-16: INSPECTION; AUDIT; APPEAL:



- A. Right Of Access; Use Inspection: The United City of Yorkville and its employees and the Illinois environmental protection agency shall have ready access at all reasonable times to the premises, places or buildings where water service is supplied for the purpose of inspecting, examining and testing the consumption, use and flow of water, and it shall be unlawful for any person to interfere with, prevent or obstruct the United City of Yorkville or its duly authorized agent or the Illinois environmental protection agency in its duties hereunder. Every user of the system shall take the same upon the conditions prescribed in this section.
- B. Powers And Authority Of Inspectors:
  - 1. The Director of Public Works and other duly authorized employees of the United City of Yorkville and the Illinois Environmental Protection Agency, bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection,

observation, measurement, sampling, and testing in accordance with the provisions of this section. The United City of Yorkville or its representative shall have no authority to inquire into any processes, including metallurgical, chemical, oil refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterway or facilities for waste treatment.

- 2. While performing the necessary work on private properties referred to above the director of public works or duly authorized employees of the United City of Yorkville and the Illinois environmental protection agency shall observe all safety rules applicable to the premises established by the property owner or its agent, and the property owner or its agent shall be held harmless for injury or death to the United City of Yorkville employees, and the United City of Yorkville shall indemnify the company against liability claims and demands for personal injury or property damage asserted against the property owner and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the property owner or its agent to maintain conditions as required in this chapter.
- 3. The Director of Public Works and other duly authorized employees of the United City of Yorkville bearing proper credentials and identification shall be permitted to enter all private properties through which the United City of Yorkville holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the waterworks lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.
- C. Access To Records: The IEPA or its authorized representative shall have access to any books, documents, papers and records of the United City of Yorkville, which are applicable to the water system, of user charges for the purpose of making audit, examination, excerpts and transcriptions thereof to ensure compliance with the terms of any loan obtained from the IEPA under its Public Water Supply (PWS) loan program.
- D. Annual Review Of Charges: The adequacy of the water service charge shall be reviewed, not less often than annually, by certified public accountants for the United City of Yorkville in their annual audit report. The water service charge shall be revised periodically to reflect a change in the local capital costs or overhead, maintenance and repair costs.
- E. Appeals: Users shall be provided the method for computing rates and service charges within fourteen (14) days of written request. City shall make best efforts to remedy any disagreement with the method used or the computations made within thirty (30) days of a formal written appeal outlining the discrepancies. (Ord. 2005-19, 3-8-2005)

## Ordinance No. 2017-\_\_\_\_

# AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING THE WATER USE AND SERVICE REGULATIONS

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

**WHEREAS**, the City staff has completed a complete review and update to the requirements and regulations in Chapter 5 of Title 7, for water use and service.

**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 Chapter 5, Water Use and Service, of Title 7 of the Yorkville City Code is hereby amended by deleting said Chapter in its entirety and inserting in lieu thereof the following:

## "Chapter 5 WATER USE AND SERVICE

#### 7-5-1: WATER DEPARTMENT:

A. Supervision: The Water Department of the City shall be under the supervision of the Director of Public Works who shall report to the City Council the activities of the Department whenever requested by the Council. He shall also keep a correct map of all water mains in the City, with their dimensions, locations and connections, hydrants and cutoffs; and shall keep such books, records, maps and other accounts which shall be delivered to his successor.

#### B. Salaries And Wages:

- 1. Director of Public Works: The Director of Public Works may receive his wages from the water fund for his services in the active supervision of said waterworks; such sum to be determined by the current City compensation policies.
- 2. Department Employees: The Mayor, or his designee, shall have the authority to hire and fire all other employees necessary for the proper operation and management of the waterworks, all wages and other expenses of the water department may be paid out of the water fund in accordance with the budget as approved by the City Council.

#### 7-5-2: APPLICATIONS FOR WATER SERVICE AND CONNECTIONS:

All applications for water service connections and for water service shall be made in writing on forms to be furnished by the City. No approval for water service connection shall be granted unless and until said forms are completed and signed by the applicant with all fees for connection and meter. No connection to a water main shall be made without a permit being issued and

twenty-four (24) hours notice to the Director of Public Works. No water from the City water supply shall be turned on for service into any premises by any person until the water meter has been installed and is registering all water used at the premises.

#### 7-5-3: WATER SERVICE CONNECTIONS AND INSTALLATIONS:

A. Location Of Connections And Installations: All connections and installations of water service shall be made from the existing main upon applicant's street to the street side of applicant's sidewalk or to a point four feet (4') within the curb line, whichever point the Director of Public Works shall determine. Said connections and installations shall be witnessed by authorized employees of the City and only after payment by the user or property owner at the time of application for water to the Finance Director of a connection fee as outlined below:

#### RESIDENTIAL CONNECTION FEES

Residence Type	Connection Fee
Efficiency or studio apartment	\$ 1,587.00
1 bedroom apartment/condominium	\$2,380.00
2 plus bedroom apartment/condominium	\$4,761.00
1 bedroom townhome	\$2,380.00
2 plus bedroom townhome	\$4,761.00
Duplex home	\$4,761.00
Single-family home	\$5,554.00

## NON-RESIDENTIAL CONNECTION FEES

Water Meter Size	Water Connection Fee
Less than or equal to 1 inch	\$ 3,700.00
$1^{1}/_{2}$ inch	4,000.00
2 inch	5,000.00
3 inch	8,000.00
4 inch	15,000.00
6 inch and larger	TBD

#### Notes:

The above connection fees shall not include the connection only for supplying water for fire suppression.

Non-residential land use shall be considered all land uses other than those defined in the residential connection fees table.

TBD = Connection fee to be determined by City Council on a case by case basis.

## B. Materials, Equipment And Labor:

- 1. The applicant shall furnish materials, equipment and labor to install the service connection. The materials used shall be in compliance with this Chapter and approved by the Director of Public Works and the installer shall be bonded, qualified as a licensed plumber and approved by the Director of Public Works before installation. If the Director of Public Works provides any materials, equipment and labor to install the service connection, the cost of such equipment, materials and labor for the installation of such connections shall be in addition to the above charges.
- C. Construction Specifications: All service connections and installations shall be in compliance with the City's then effective Standard Specifications For Improvements adopted by the City Council provided with corporation cock, curb stopcock, shutoff and curb box and subject to approval by the Director of Public Works. All materials, including pipe, stopcock and valves shall be placed and located under the direction of the Director of Public Works.

#### **7-5-4: WATER METERS:**

All water furnished consumers shall be metered, and all meters shall be in compliance with this Chapter and shall be furnished by the City and set by the Water Department or licensed plumber. Meters shall remain the property of the City and are subject to removal any time. It shall be the responsibility of the property owner to furnish protection to the water meter from theft, vandalism, breakage due to weather conditions or any other damages which may occur. The property owner will be required to pay for any repair to or replacement costs of the water meter if such is necessary (for other than normal maintenance); otherwise, the water meter is the responsibility of the Department of Public Works for accuracy and maintenance, and/or replacement.

## **7-5-4-1: METER COSTS:**

All meters and shall be purchased from the City at the then current prices as established by the City Council and will include the meter, couplers, gaskets, back flow prevention device (for residential units only) meter wire and outside reader.

Applicants purchasing non-residential meters will be required to purchase an approved back flow prevention device separately.

Residential M	leter Costs
5/8"x3/4" -	\$435.00
<sup>3</sup> / <sub>4</sub> "x3/4" -	\$460.00

* 1" -	\$590.00
-	Ψ570.00

\* used only when necessitated by plumbing code

Non-Re	esidential Meter Costs
1 1/2" -	\$1900.00
2" -	\$2110.00
3" -	\$2600.00

#### 7-5-4-2: METER LOCATIONS:

The owners shall provide suitable locations in the water piping systems for the meter and meters shall be placed on a service pipe not to exceed two feet (2') from the wall where such pipe enters the premises. The owner shall provide a shutoff valve on the inlet side of the meter and a shutoff valve on the outlet side of the meter. The City shall provide a suitable check valve on the outlet side of the meter. The City shall provide a suitable check valve on the outlet side of the meter. There shall be provided a suitable place for the meter so as to keep it dry and clean, and readily accessible at all times to the meter reader and inspector of the Water Department.

#### **7-5-4-3: SIZE OF METERS:**

- A. The size of meter required for any metered water supply shall be governed by the size and character of the premises served or to be served, as determined by the Building Code Official, in accordance with City Building Codes. The size of meters so specified shall be subject to change from time to time as demand or other condition may require.
- B. The City may require an increase or decrease in the size of a meter in any case where, in the discretion of the City, the use of water exceeds the capacity of the meter or the use is not accurately measured.

#### 7-5-4-4: MAINTENANCE AND REPAIR:

Owners or occupants shall be responsible for the care and protection of a meter, but a meter shall be subject to inspection and test at any reasonable time by the Water Department. No person shall interfere with the registration of or break a seal on any meter; providing, however, that the Director of Public Works may grant permission to break a seal for draining pipe or stopping leaks.

#### **7-5-4-5: METER TESTING:**

A. Tests May be Made: In case of doubt as to the accuracy of a meter, the consumer may request a test to be made by the Director of Public Works and if the meter is found to measure more than two percent (2%) incorrectly, no charge shall be made; and if an over-register of more

than two percent (2%) is found, a proportional deduction shall be made from the previous water bill. If said meter registers within two percent (2%) of accuracy, then all expense of testing shall be borne by the person making the request.

B. Entry Powers: The Director of Public Works or his designated employees in the City Water Department shall be allowed access at any reasonable time to the residences of all City water users for the purposes of checking the accuracy of the water meter located in the home.

#### **7-5-4-6: READING METERS:**

The Director of Public Works shall determine the amount of water usage by each individual customer of the City pursuant to any of the following methods to be selected by him in his absolute and sole discretion:

- A. An actual meter reading done by physical examination of the water meter or remote radio read, by employees of the City on a bi-monthly basis; or
- B. An estimated reading based on customer's usage. Estimates shall be based on the most recently ascertainable data on individual usage available to the Director of Public Works. In no event shall estimated water billings be made for more than three (3) consecutive billing periods in any one year.

# 7-5-4-7: SERVICE TO MULTI-FAMILY RESIDENTIAL BUILDINGS WITH ONLY A SINGLE METER OR SHUTOFF

- A. If water is furnished to a multi-family building through a single meter for the purpose of redistribution to the several customers, the water service connection charge shall be the charge for a single-family meter multiplied by the number of customers served.
- B. No new water service shall be provided by the City to a multi-family building unless each single-family dwelling unit has a separate meter and shutoff box. It is the expressed policy of the City to prevent the establishment of and to encourage the elimination of all multi-family buildings with only a single meter or shutoff box except as allowed in this section.
- C. Effective August 1, 2018, service to a multi-family building with a single meter or shutoff box shall be billed only in the name of the landlord/owner or his or her duly appointed agent until such water service is exclusive to each single-family dwelling unit with meter and shutoff box. Agents appointed to act for the landlord/owner must be identified and authorized in writing to the City by the landlord/owner. The landlord/owner may also be a person, partnership or corporate entity lawfully designated as being solely responsible for the payment of water service to the City.
- D. Whenever a disconnection is authorized for a multi-family building with a single meter or shutoff box, water service shall not be reconnected until a separate shutoff box and meter is installed for each single-family dwelling unit at the landlord/owner's expense."

#### 7-5-5-1: WATER SERVICE RATES AND CHARGES:

A. Water Infrastructure Improvement And Maintenance Fee; Water Service Rates Established:

- 1. All water users shall be charged a water infrastructure improvement and maintenance fee of four dollars (\$4.00) per month through April 30, 2017.
- 2. Water service rates shall be as follows:
  - d. Effective May 1, 2017, the water rates shall be:
    - \$17.00 up to 350 cubic feet of usage
    - \$4.30 per 100 cubic feet of usage over 350 cubic feet
  - e. Effective May 1, 2018, the water rates shall be:
    - \$17.00 up to 350 cubic feet of usage
    - \$4.30 per 100 cubic feet of usage over 350 cubic feet
- 3. In determining the quantity used for billing purposes, one hundred (100) cubic feet shall include any fractional amount of cubic feet used.
- B. More Than One Water Customer Through A Single Meter: Each residential dwelling unit or individual commercial tenant unit will be charged for water as outlined in this section, regardless of the number of housing or commercial units that are served through a single meter.
- C. Users Outside City Limits:
  - 1. Water Line And Plant Maintenance Fee: From January 1, 1984, forward, a water line and plant maintenance fee shall be charged at the rate of six dollars and seventy cents (\$6.70) per month to be paid with each water bill, and upon the same terms, conditions and enforcements for each water service meter registration outside of the City; with said water line and plant maintenance fee being established herein by reason of the additional costs, which may vary from time to time, incurred by the City in maintaining and servicing a water delivery system not within its boundaries.
- D. Bulk Water Rates: Bulk water rates are \$50.00 per load.

## 7-5-5-2: BILLS FOR SERVICE; DELINQUENCIES:

A. Rendition Of Bills; Payment, First Notice: First notice bills for water furnished shall be mailed on or about January 1, March 1, May 1, July 1, September 1, and November 11 of each year, and all first notice bills and charges for water usage and other services are payable at the office of the Finance Director within 30 days of the date of mailing.

- B. Delinquent Bills, Second Notice: After 30 days from the mailing of the first bill and the bill not being paid a delinquent second notice bill shall be mailed. The delinquent second notice bill amount shall be ten percent (10%) greater than the first notice bill amount. The second notice bill shall be due ten (10) days from its date of mailing.
- C. Shut-off Of Water Service For Nonpayment; Turn-on Fee; Payment Plan: If a delinquent bill is not paid before its due date, the water service may be shut off from the premises, and shall not be turned on until all back charges are paid, together with a fifty dollar (\$50.00) fee for turning on the water when service is located within the City limits; said fee shall be fifty dollars (\$50.00) plus all back charges when service is located beyond the City limits; provided however, at the discretion of the City Finance Director, a water service customer may enter into a payment plan with the City in order to avoid water shutoff. In this event the customer pays a portion of the delinquent charges as determined by the City Finance Director, so long as all delinquent sums are paid in full within not more than eighteen (18) months, the City shall charge a ten (10%) percent penalty every two months on the past due balance. Nothing in this section shall obligate the City to enter into a payment plan with a water service customer.

#### 7-5-5-3: RESPONSIBILITY OF WATER SERVICE CUSTOMER:

Water service accounts and charges shall be kept in the name of the owner of the property served, except as to property owned by the state of Illinois. Only such owner shall be recognized as the consumer, except where the tenant has the account in his/her name. When the account is in the name of the tenant, the owner of the premises served shall be held responsible for the payment of all water rentals and all other proper charges in connection with water services to said premises. Such payments shall be accepted from tenants if tendered by them, but accepting payments from tenants shall not subsequently relieve the owner of the premises from the responsibility of paying water rentals or other service charges when due or relieve the real estate from the lien hereinbefore provided. Any deposit made upon application for service shall be returned to consumer upon termination of service. If the bill for a building with multiple units and a single meter with one owner who pays the bill for all of the units is delinquent, the City may shut-off the entire building as provided in Section 7-5-4-7.

## 7-5-6: WATERWORKS REVENUE:

#### A. Duties Of Finance Director:

- 1. Monies To: All money due the water department from all purposes and sources, including the collection of water usage charges, shall be paid to the Finance director.
- 2. Custodian Of Funds: The Finance Director shall be custodian of the funds derived from income received from the waterworks system, and shall be bonded for the faithful discharge of his duties. The Finance Director shall maintain separate accounts as is necessary or required by law.
- B. Water Fund: All revenue derived from the sale of water as herein provided shall be kept separate and apart by the Finance Director from the other revenue of the City. Said money

shall be known as the water fund and shall be used for the maintenance, extension, improvement and operation of said waterworks, the retirement of waterworks bonds and certificates, and under no circumstances shall this revenue be diverted to any other purpose unless authorized by City Council at any time.

#### 7-5-7: CHANGE OF RESIDENCE BY WATER SERVICE CUSTOMERS:

No person, either owner or tenant, who, in changing his residence from one location to any other location served by the water department, shall be given water service until any and all delinquent water usage fees which are charged against him at his former place of residence shall have been paid in full, and no water at the new location shall be turned on and, if so, the same shall be turned off until settlement of such delinquent water rental at the former location is made. A charge of fifty dollars (\$50.00) for turning on water and renewing service shall be made, in addition to the payment of the delinquent water usage or charges.

## 7-5-8: WATER SHUTOFFS AND TURNONS:

A. Authority To Shut-Off Water; Non-liability: The City shall not be held responsible by reason of the breaking of any service pipe or apparatus, or for failure to supply water. The City, when necessary, without notice, may shut the water off in its mains for the purpose of making repairs or extensions or for other purposes. The City shall not be liable by reason of the breakage of any service pipe or service cock, or from other damage that may result from the shutting off of water for repairing, laying or relaying mains, hydrants or other connections.

## B. Requests For Water Shut-off And Turn-on:

- 1. Water Shut-off: Owners or consumers when they pay for water service desiring to discontinue the use of water shall give notice thereof, in writing, to the Director of Public Works, or his designee, who shall then cause the water to be turned off. Water usage or charges for services shall continue until such notice is given.
- 2. Water Turn-on: In turning on water, the City shall not be responsible for any damage that may occur by reason of improper fixtures, open or improper connections, or for any other causes.

#### 7-5-9: PROHIBITED ACTS AND CONDITIONS:

- A. Electrical Grounding To Water System: It shall be unlawful for any person to ground an electrical system to the water supply system.
- B. It shall be the duty of all consumers of city water at any and all times to exercise due diligence to prevent waste of the water supply and to this end shall stop any leaks on their premises. The city water supply will be shut off from any and all premises until such violation of this rule is corrected.

#### C. Use Of Ground Water Prohibited:

1. Prohibited: The use or attempt to use as a water supply, ground water from within the corporate limits of the United City of Yorkville by the installation or drilling of wells or by any other method is hereby prohibited within the City.

#### 2. Reserved

#### 3. Definitions:

PERSON: Any individual, partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representative, agents, or assigns.

POTABLE WATER: Any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

- 4. Memorandum Of Understanding: The Mayor of the United City of Yorkville is hereby authorized and directed to enter into a memorandum of understanding with the Illinois environmental protection agency ("Illinois EPA") in which the United City of Yorkville assumes responsibility for tracking the remediation sites, notifying the Illinois EPA of changes to the ordinances, and taking certain precautions when siting public potable water supply wells.
- 5. Resale of Water Prohibited: No water shall be resold or distributed by the recipient thereof from the City supply to any premises at a rate other than that charged by the City. A person who resells water from the City supply shall not add any additional costs or charges to the rate charged by the City, other than any applicable administrative fee. The billing statement shall include any applicable administrative fee as a separate line item on the bill. The line item for the administrative fee shall also include the name of the entity that is charging the fee. Any billing statement for water resale shall solely be in the name of the reseller or his or her assigns. The billing statement shall not include any references to the City or the City's logo.

Damage to or Tampering with System: It is unlawful for any person not authorized by the Director of Public Works to tamper with, alter, or injure any part of the City's waterworks or supply system or any meter.

#### 7-5-10: REGULATIONS FOR DEVELOPERS:

A. Public Water Supply for Subdivisions: No subdivision of land in the corporate limits shall be approved by the City Council unless the lots therein are provided with adequate water connections with the City water system. Water connections and City water main extensions, if necessary in order to connect to the City water system, shall be at the subdivider's expense but under the direct supervision and control of the Director of Public Works. Prior to the time said extension is undertaken, the subdividers shall pay the cost of said extension. Upon completion, any extension shall be dedicated to the City and become property of the City who shall then assume full responsibility for maintenance and repairs of the same.

- B. Water System Improvements:
  - The standards and specifications from Title 11, subdivision control ordinance, of this Code shall be used for contiguity and construction.
    - 1. Where improvements and extensions to the water distribution system are required in order to serve the needs of a development, the developer shall bear all costs of the water main installation.
    - 2. Prior to proceeding with construction, the developer shall prepare and submit plans and specifications to all governmental agencies as required by law for permits or approvals. The contractor shall also submit plans and specifications to the Director of Public Works and shall obtain written approval and a permit before proceeding with construction. The following requirements shall be met:
      - a. Plans and specifications submitted shall bear the seal of a current registered Professional Engineer.
      - b. Water mains shall be not less than eight inches (8") in diameter.
      - c. Fire hydrants shall be set at each intersection and at intervals not to exceed four hundred feet (400') (whichever results in closer spacing).
      - d. All future water mains shall be constructed of ductile iron. Ductile iron valves and appurtenances shall be used whenever possible; however, the Director of Public Works may, at his discretion, allow the use of cast iron valves and other cast iron appurtenances to the actual water pipe upon his written consent to the installer.
      - e. Water mains shall be buried such that finished grade will provide not less than five and one-half feet  $(5^1/2')$  of cover and not greater than eight and one-half feet  $(8^1/2')$  of cover over the main.
      - f. All water main extensions shall be designed, installed and tested in accordance with the most current edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois".
      - g. The contractor shall pay all expenses incurred by the City to provide field inspections and approval of water mains before, during and after construction. At the sole option of the City, the following procedures shall be followed:
        - (1) Complete field inspection by the Director of Public Works or his agent, with free advice and consulting on the project by the design engineer;
        - (2) Complete field inspection by the design engineer for the developer with periodic field checking by the Director of Public Works or his agent;

- (3) Complete field inspection by the design engineer for the developer. If the City selects this option, there shall be submitted to the City a sworn statement carrying the design engineer's signature and seal stating that the water system was installed in strict accordance with the plans and specifications as approved, except as shown in the as-built drawings.
- h. Mylar or cloth reproducible drawings shall be submitted to the City after construction showing the system as-built.

#### C. Installation of Oversize Mains:

- 1. Notice Requiring Oversized Mains; Compliance:
  - a. When, in any subdivision now within the City or within one and one-half (1<sup>1</sup>/<sub>2</sub>) miles of the City limits which normally would require an eight inch (8") size water main but which, for the purpose of complying with the plan of development of the City's water system to provide an adequate water supply, not only to the particular subdivision but also to subdivisions which in the future may become a part of the City, and where the City Engineer and Director of Public Works have determined that water mains of a larger diameter than eight inches (8") and the size thereof, shall be installed, then the City Engineer or the Director of Public Works shall inform the subdividers, builders and developers of the subdivision by a written notice of that fact and require them to install such oversized water mains and at the same time, in said notice, inform them of the size to be installed.
  - b. Upon being notified as provided for in this subsection, no subdivider, builder or developer shall install any water main in such subdivision of any size other than that specified to him by the aforesaid notice.
- 2. Costs: At such time as the installation of said oversized water main pipe shall have been completed in accordance with the plans and specifications submitted to the City for such installation, and also in accordance with the notice specified in this subsection, and all such installations shall have been inspected and approved by the City as provided for by ordinance of the City, then the City will pay any such subdivider, builder or developer who has installed oversized water main pipe as above provided or approve a recapture ordinance, the difference of the cost at current prices, as of the time of said installation, between the eight inch (8") main pipe which was originally planned to be used and the cost of the oversized pipe which the City directed to be used.

#### 7-5-12: PRIVATE SPRINKLER AND FIRE PROTECTION SYSTEMS:

Private sprinkler and fire protection water systems may be connected with the City water mains subject to the following provisions and regulations and provided the applicant is a consumer taking water supply for other uses from the City at regular rates for such uses:

A. Application for Service; Approval: Whenever sprinkler or fire protection services are desired, application shall be made for the privilege of installing such service, which application shall include complete specifications, adherence to the current City Codes and plans of the installation

contemplated. If said application is approved by the City Council, the applicant shall enter into an agreement with the City for connection to City mains, subject to the provisions of this Chapter.

## B. Inspection of System:

- 1. City water will be turned into any sprinkler or fire protection system only when such installation shall have been subjected to and passed such inspection and pressure tests as may be required by the Director of Public Works. All pipes in connection with such system shall be left exposed until such tests have been made and the system approved. No cross-connections between private water supplies and services connected to City mains shall be permitted.
- 2. Any and all premises connected to City water mains for sprinkler or fire protection services shall be subject to inspection by the Director of Public Works at any time for count and conformity to the City regulations.

## 7-5-13: WATER CUSTOMER CONTRACTUAL AGREEMENT:

The rules and regulations as set forth in this chapter shall be considered a part of the contract of every person who takes water supplied by the City through the City Waterworks. Every such person who takes water shall be considered as having expressly agreed to be bound by the provisions of this chapter upon his acceptance of water service from the City.

#### **7-5-14: Reserved**

#### 7-5-15: WATER CONSERVATION REGULATIONS:

A. Definitions: The following words and phrases when used in this section shall, for the purpose of this section, have the following meanings:

CITY: The United City of Yorkville.

DRIP IRRIGATION SYSTEM: A soaking hose that when in use does not result in an actual dissipation of water.

DRIP LINE: Pertaining to a tree or shrub, the ground area immediately beneath the branches of the tree or shrub.

LANDSCAPE/LANDSCAPING: Sod and seeded turf lawns, gardens, trees, shrubs, and other living plants.

PERMITTED HOURS OF WATER USE: A time period between five o'clock (5:00) A.M. and nine o'clock (9:00) A.M., and between nine o'clock (9:00) P.M. and twelve o'clock (12:00) midnight, each day.

PERSON: Any individual, firm, partnership, association, corporation, company, organization, or entity of any kind.

WATER: The water provided by and obtained by a person from the City water supply and distribution system.

## B. Application:

- 1. The provisions of this section shall apply to all persons using water, and to all properties within the City or unincorporated areas which are connected to the City's water supply and distribution system, regardless of whether any person using the water has a contract for service with the City.
- 2. The provisions of this section shall apply annually from May 1 through September 30, subject to any modifications thereof, including application of these or other regulations during this or any other time, by an emergency proclamation issued pursuant to subsection C of this section.

## C. Restricted Hours And Days For Specified Uses:

- 1. Water may be used for landscape watering or the filling of swimming pools only as follows:
  - a. All properties with even numbered street numbers (i.e., numbers ending in 0, 2, 4, 6 or 8) may use water for landscape watering or for pool filling, only on even numbered calendar dates during permitted hours of water use.
  - c. All properties with odd numbered street numbers (i.e., numbers ending in 1, 3, 5, 7, and 9) may use water for landscape watering or for pool filling only on odd numbered calendar dates during permitted hours of water use.
  - d. There shall be no restrictions as to hours or days when water may be used for any of the following:
    - (1) Landscape watering or sprinkling where such watering or sprinkling is done by a person using a handheld watering device;
    - (2) Filling swimming pools with a volume of fifty (50) gallons or less;
    - (3) The automatic watering of trees and shrubs by means of automatic root feed or drip irrigation systems within the drip line of the tree or shrub; or
    - (4) Vehicle and equipment washing; or
    - (5) Any other lawful use of water such as bathing, clothes washing, and other normal household uses not otherwise specifically restricted by the provisions of this section.
- D. Restrictions For Sod Laying And Lawn Seeding For New Lawns: Notwithstanding the provisions of subsection C of this section, the following special regulations shall apply:
  - 1. Sod laying, lawn seeding, and the planting of other landscaping for the establishment of a new lawn or new landscaping is prohibited from July 1 through August 31 each year

unless the source of watering for said sod, lawn seeding and/or planting of landscaping is derived from a private well, imported water source or means other than any municipal water source.

- 2. From May 1 through June 30 and from September 1 through September 30, water may be used on new lawns (sod or seed), only as follows:
  - a. Prior to sod laying or lawn seeding, a sod watering permit shall be obtained from the Director of Public Works.
  - b. On the day new sod or seed has been placed on a property, a person may use an automatic sprinkling device to apply water to the sod or seed for a total period of time not to exceed eight (8) hours.
  - c. For the next nine (9) days thereafter, a person may apply water to said sod or seed each day during permitted hours of water use.
  - d. Following the first ten (10) days after the sod or seed is placed, the provisions of subsection C of this section shall apply.
- 3. Prior to the execution of any real estate contract for the sale of newly constructed property, the builder or owner of such new construction shall:
  - a. Inform prospective purchasers of the restrictions upon the installation of new lawns set forth in this section;
  - b. Attach a copy of these regulations to the contract; and
  - d. Obtain the signature of the purchaser(s) on a statement that he/she or they has /have been informed of the new lawn installation restrictions set forth in this section.
- 4. The applicant for a certificate of occupancy for any newly constructed property shall submit as a part of his application, and as a condition of issuance of such certificate, a copy of said signed statement. When an application for certificate of occupancy is submitted prior to sale of the property, and the future occupant is unknown, the applicant shall submit his signed statement that he shall comply with the requirements of this section at the time the real estate contract is executed.
- E. Waste Of Water Prohibited: No person shall allow a continuous stream of water to run off into any gutter, ditch, drain, or street inlet while using water for restricted purposes during the permitted hours of water use.
- F. Exceptions: The provisions of this section shall not apply to any commercial or industrial entity for which use of water is necessary to continue normal business operations, or to maintain stock or inventory. Provided, however, this exception shall not apply to any and all uses of water not essential to normal business operations or maintenance of inventory or stock, and specifically shall not apply to landscape watering or pool filling.

- G. Bulk Water Rates: Bulk water rates shall be increased to three (3) times the nonresident water rate during the time described in subsection B of this section.
- H. Hydrant Use Prohibited: Hydrants connected to the City water supply and distribution system for the purpose of providing water for firefighting purposes shall not be opened by any person, other than authorized City or Fire District personnel, except for the purpose of fighting a fire.

#### I. Emergency Proclamation:

- 1. Whenever the water supply of the City is diminished from any cause, including, but not limited to, prolonged dry period, increased water demand, equipment failure, or water quality concerns, to an amount which in the opinion of the City Engineer or Director of Public Works is or is likely to become dangerous to the health and safety of the public, the City Mayor is hereby authorized and empowered to issue an emergency proclamation specifying different or additional regulations on the use of water.
- 2. Such regulations may provide for limitations on the usage of water, limitations on days and hours of use of water for some or all purposes, and the prohibition of specified uses of water.
- 3. Upon issuing such proclamation, the Mayor shall make the contents thereof known to the public by posting a copy at the City Hall, and by news release to local newspapers and radio media, and may also endeavor to notify the City residents and other persons in any other practical manner that he or she shall devise. Further, the City Mayor shall immediately deliver notice of such proclamation, and the regulations that have been imposed by such proclamation, to all members of the City Council.
- 4. The emergency proclamation of the Mayor, and the regulations imposed thereby, shall remain in full force and effect until any one of the following shall first occur:

  a. The Mayor determines that the emergency no longer exists and that the emergency proclamation, and the regulations imposed thereby, shall no longer continue in effect.
  - b. The City Council modifies or repeals the emergency proclamation, and the regulations imposed thereby, by means of an ordinance enacted at any regular or special meeting of the City Council.
  - c. The first regular meeting of the City Council occurring more than thirty (30) days after the date of the emergency proclamation of the Mayor.
- 5. Any City employee or officer may, at the direction of the City Mayor, notify and warn any person of the effect of said emergency proclamation and direct said person to comply with said watering or sprinkling restrictions. If any said person, after having first been warned about said restrictions of the emergency proclamation, fails to comply with the water restrictions, the person shall be deemed to be in violation of this section.
- J. Restriction On Permanent Landscape Watering Systems Of Nonresidential Properties:

- 1. This subsection J shall apply only to nonresidential properties, and common and/or open space areas of residential developments.
- 2. For this subsection J, a "permanent landscape watering system" shall be defined as any system of pipes, sprinkler heads or similar devices installed underground to be used to provide landscape watering.
- 3. Landscape watering upon nonresidential properties shall be limited as follows:
  - a. For properties with one building, a total area within the property not to exceed one acre may be watered by a permanent landscape watering system using the City's potable water. This area shall be measured by the amount of impervious surface on the property including all landscaped areas, lawn areas and green space regardless of the size of the area initially planned to be irrigated.
  - b. For properties with more than one building, a total area within the property not to exceed three (3) acres may be watered by a permanent landscape watering system using the City's potable water. This area shall be measured by the amount of impervious surface on the property including all landscaped areas, lawn areas and green space regardless of the size of the area initially planned to be irrigated.
  - c. For the common space and/or open space of a primarily residential development, no permanent landscape watering system shall be allowed using the City's potable water.
  - d. All permanent landscape watering systems permitted to use the City's potable water shall be metered the same as domestic water service. No special meters will be permitted.
- 4. The total area to be watered shall be measured as the area within reach of any permanent device used to water landscape including, but not limited to, sprinkler heads, hoses, trenches or similar devices to water landscape.

#### 7-5-16: INSPECTION; AUDIT; APPEAL:

- A. Right Of Access; Use Inspection: The United City of Yorkville and its employees and the Illinois environmental protection agency shall have ready access at all reasonable times to the premises, places or buildings where water service is supplied for the purpose of inspecting, examining and testing the consumption, use and flow of water, and it shall be unlawful for any person to interfere with, prevent or obstruct the United City of Yorkville or its duly authorized agent or the Illinois environmental protection agency in its duties hereunder. Every user of the system shall take the same upon the conditions prescribed in this section.
- B. Powers And Authority Of Inspectors:
  - 1. The Director of Public Works and other duly authorized employees of the United City of Yorkville and the Illinois Environmental Protection Agency, bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection,

observation, measurement, sampling, and testing in accordance with the provisions of this section. The United City of Yorkville or its representative shall have no authority to inquire into any processes, including metallurgical, chemical, oil refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterway or facilities for waste treatment.

- 2. While performing the necessary work on private properties referred to above the director of public works or duly authorized employees of the United City of Yorkville and the Illinois environmental protection agency shall observe all safety rules applicable to the premises established by the property owner or its agent, and the property owner or its agent shall be held harmless for injury or death to the United City of Yorkville employees, and the United City of Yorkville shall indemnify the company against liability claims and demands for personal injury or property damage asserted against the property owner and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the property owner or its agent to maintain conditions as required in this chapter.
- 3. The Director of Public Works and other duly authorized employees of the United City of Yorkville bearing proper credentials and identification shall be permitted to enter all private properties through which the United City of Yorkville holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the waterworks lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.
- C. Access To Records: The IEPA or its authorized representative shall have access to any books, documents, papers and records of the United City of Yorkville, which are applicable to the water system, of user charges for the purpose of making audit, examination, excerpts and transcriptions thereof to ensure compliance with the terms of any loan obtained from the IEPA under its Public Water Supply (PWS) loan program.
- D. Annual Review Of Charges: The adequacy of the water service charge shall be reviewed, not less often than annually, by certified public accountants for the United City of Yorkville in their annual audit report. The water service charge shall be revised periodically to reflect a change in the local capital costs or overhead, maintenance and repair costs.
- E. Appeals: Users shall be provided the method for computing rates and service charges within fourteen (14) days of written request. City shall make best efforts to remedy any disagreement with the method used or the computations made within thirty (30) days of a formal written appeal outlining the discrepancies."

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

Passed by the City Council of	f the United City of Y	orkville, Kendall County, Illi	nois this
day of	, 2017.		
		CITY CLER	K
CARLO COLOSIMO		KEN KOCH	
JACKIE MILSCHEWSKI		ARDEN JOE PLOCHER	
CHRIS FUNKHOUSER		JOEL FRIEDERS	
SEAVER TARULIS		ALEX HERNANDEZ	
Approved by me, as Mayor day of	•	of Yorkville, Kendall Cou	nty, Illinois, this
		MAYOR	



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# Legal Finance Engineer City Administrator Human Resources Community Development Police Public Works Parks and Recreation

#### Agenda Item Number

#### Administration Committee #1

Tracking Number

ADM 2017-69

#### **Agenda Item Summary Memo**

Title: AACVB Update			
Meeting and Date:	City Council – September 26	5, 2017	
Synopsis: See attache	ed memo.		
Council Action Previ	ously Taken:		
Date of Action: N/A	Action Taken	:	
Item Number:			
Type of Vote Require	ed: Majority		
Council Action Requested: Approval			
Submitted by:	Bart Olson	Administration	
	Name	Department	
Agenda Item Notes:			



### Memorandum

To: Administration Committee From: Bart Olson, City Administrator

CC:

Date: September 13, 2017 Subject: AACVB Update

#### **Summary**

Review of the 2016 municipal marketing partnership pilot program and renewal of the intergovernmental agreement for the AACVB.

#### **Background**

This item was last discussed by the City Council at the end of 2016. At that time, the City Council consented to the final year of the AACVB intergovernmental agreement subject to successful implementation of the municipal marketing partnership pilot program. Subsequent to the vote, the City Council reviewed a list of media outlets in which the Yorkville-specific ads would run. The ads run so far this year are attached to this memo.

Since last year, the AACVB has suggested that the intergovernmental agreement be approved with a new five year term. The agreement does contain a municipal-controlled out clause after the third year and fourth year of the agreement. The municipal marketing partnership pilot program remains in place throughout the life of the agreement.

Staff from the AACVB have been open to feedback on the design of the ads and have made good recommendations on media outlets to maximize the impact of the ads. Pending approval of the intergovernmental agreement, we would expect a review of the 2018 ad campaign at the end of 2017.

City staff has asked the AACVB staff for any feedback on the 2017 ads or any updated data from the delivery and distribution of those ads. That information may be ready for the committee meeting next week, and would be presented then.

#### Recommendation

Staff recommends approval of the intergovernmental agreement.

#### Resolution No. 2017-\_\_\_\_

# A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING THE SEVENTH AMENDED INTERGOVERNMENTAL COOPERATION AGREEMENT FOR PARTICIPATION IN THE AURORA AREA CONVENTION & VISITORS BUREAU

**BE IT RESOLVED** by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the Seventh Amended Intergovernmental Cooperation Agreement is hereby approved and the Mayor is hereby authorized to execute and deliver same.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

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 Mayo	of the United City of Yorkville, Kendall County, Illinois, thi_, A.D. 2017.
	MAYOR

#### SEVENTH AMENDED INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS SEVENTH AMENDED INTERGOVERNMENTAL COOPERATION AGREEMENT ("Seventh Amendment") made effective the 15<sup>th</sup> day of December 2017 by and between the cities of Aurora (hereinafter "Aurora"), Batavia ("hereinafter "Batavia"), Plano (hereinafter "Plano"), Sandwich (hereinafter "Sandwich") and Yorkville (hereinafter "Yorkville") and the Villages of Big Rock (hereinafter "Big Rock"), Hinckley (hereinafter "Hinckley"), Montgomery (hereinafter "Montgomery"), North Aurora (hereinafter "North Aurora"), and Sugar Grove (hereinafter "Sugar Grove") all being municipal corporations of the State of Illinois (sometimes individually referred to herein as a "Municipality" and collectively referred to herein as the "Municipalities").

#### WITNESSETH:

WHEREAS, effective December 15, 1987, Aurora, North Aurora, Sugar Grove and Montgomery, executed an Intergovernmental Cooperation Agreement (hereinafter the "Intergovernmental Agreement"), which was subsequently joined by Oswego and Yorkville, for a five-year term beginning on December 15, 1987 and ending on December 15, 1992; and

WHEREAS, effective December 15, 1992, the Intergovernmental Agreement was amended by the Municipalities referenced therein extending the term from December 15, 1992 through December 15, 1997, with the exception of North Aurora, which only agreed to extend the term from December 15, 1992 through December 15, 1995; and

WHEREAS, effective December 15, 1995, a Second Amended Intergovernmental Agreement was executed for the sole purpose of North Aurora agreeing to extend the term of the Intergovernmental Agreement from December 15, 1995 through December 15, 1997; and

WHEREAS, effective December 15, 1997, a Third Amended Intergovernmental Agreement was executed by the Municipalities referenced therein extending the term thereof from December 15, 1997 through December 15, 2002, which was subsequently joined by Plano; and

WHEREAS, effective December 15, 2002, a Fourth Amended Intergovernmental Agreement was executed by the Municipalities referenced therein extending the term thereof from December 15, 2002 through December 15, 2007, which was subsequently joined by the City of Batavia, City of Sandwich and the Village of Big Rock; and

WHEREAS, effective December 15, 2007, a Fifth Amended Intergovernmental Agreement was executed by the Municipalities referenced therein extending the term thereof from December 15, 2007 through December 15, 2012, which was subsequently joined by the Village of Hinckley; and

WHEREAS, effective December 15, 2012 a Sixth Amended Intergovernmental Agreement was executed by the Municipalities referenced therein extending the term thereof from December 15, 2012 through December 15, 2017, except the City of Aurora which extended the term through December 15, 2013 and which subsequently was extended by the City of Aurora through December 31, 2019; and

WHEREAS, the Municipalities have agreed to a Seventh Amendment to the Intergovernmental Agreement extending the term thereof for five (5) years from December 15, 2017 through December 15, 2022, provided, however, for the City of Aurora, the term of the Intergovernmental Agreement shall be through December 31, 2019.

NOW, THEREFORE, the Municipalities, inconsideration of the mutual covenants and agreements of the parties, do hereby and herein agree as follows:

- 1. That the term of the Intergovernmental Agreement shall be extended for five (5) years from December 15, 2017 through December 15, 2022 as between all of the Municipalities, except for the City of Aurora, the term of the Intergovernmental Agreement shall be through December 31, 2019. <u>7 The City of Yorkville</u>; however, shall have the right to give notice of termination of this Intergovernmental Agreement on or before October 15, 2019, on or before October 15, 2020, and on or before October 15, 2021 for termination on December 14, 2019, December 14, 2020 or December 14, 2021. provided, however, each <u>Every other</u> Municipality, except for the City of Aurora, shall have the right to terminate the Intergovernmental Agreement by either sending written notice to all of the other Municipalities and to the Aurora Area Convention and Visitors Bureau on or before October 15, 2020 of its intent to terminate the Intergovernmental Agreement as of December 14, 2020 or on or before October 15, 2021 of its intent to terminate the Intergovernmental Agreement as of December 14, 2021.
- 2. That except as set forth in this Seventh Amendment and in the prior Amendments thereto, the Intergovernmental Agreement shall remain in full force and effect as originally executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Amendment to be executed by their appropriate officers effective as of the date first above written.

CITY OF AURORA, a municipal corporation	
ATTEST:	
ATTEST: City Clerk	Mayor
CITY OF BATAVIA, a municipal corporation	
ATTEST:	
ATTEST: City Clerk	Mayor
CITY OF PLANO, a municipal corporation	
ATTEST: City Clerk	
City Clerk	Mayor
CITY OF SANDWICH, a municipal corporation	
ATTEST:	
ATTEST: City Clerk	Mayor
UNITED CITY OF YORKVILLE, a municipal corporation	
ATTEST:	
City Clerk	Mayor
VILLAGE OF BIG ROCK, a municipal corporation	
ATTEST:	
Village Clerk	Village President

VILLAGE OF HINCKLEY, a municipal corporation	
ATTEST: Village Clerk	Village President
VILLAGE OF MONTGOMERY, a municipal corporation	
ATTEST:	
Village Clerk	Village President
VILLAGE OF NORTH AURORA, a municipal corporation	
ATTEST:	
Village Clerk	Village President
VILLAGE OF SUGAR GROVE, a municipal corporation	
ATTEST:	
Village Clerk	Village President



## YORKVILLE MARKETING

RAGING WAVES - YORKVILLE DOWNTOWN - RIBS ON THE RIVER - SUMMER SOLSTICE - HOMETOWN DAYS - HUNTING & FISHING DAYS

TACTIC	COST	CIRCULATION	DATE	NOTES
YORKVILLE RACK CARDS	\$2,000	25,000	Annual	Distributed via existing Aurora Area CVB contract at Illinois Welcome Centers & Travel Kiosks
CHICAGO MAGAZINE GO WEST! GUIDE	\$5,500	150,000	June '17	Chicago Magazine special section highlighting summer attractions in the Western Suburbs
ILLINOIS COUNTRY LIVING	\$6,000	189,000	Jun/Jul/Aug	3x half page ads with options for online, newsletter, and advertorial
ILLINOIS REGIONAL NEWSPAPERS	\$5,500	2,000,000	Jun/Jul/Aug	12 insertions of 2x2 column ads + classified event listings in metro & regional newspapers statewide
AURORA AREA GO GUIDE	\$3,750	40,000	Annual	Full page ad in the Aurora Area CVB's flagship destination marketing product
CHICAGO READER ROAD TRIP ISSUE + EBLAST	\$6,000	300,000	June '17	Full page ad in the Chicago Reader's inaugural Road Trip Issue highlighting Yorkville as a driving & overnight destination
TOTAL	\$28,750	2.7MM		



#### **Municipal Marketing Partnership (Pilot Program)**

The Aurora Area Convention & Visitors Bureau (AACVB) Municipal Marketing Partnership program is an opportunity for the AACVB to deliver additional, dedicated visitor marketing services to financially supporting member communities. This program offers targeted municipal marketing plans unique to each participating community above and beyond the destination marketing and group sales efforts of the AACVB. This is a one year pilot program. The entire program will be evaluated by the AACVB Board of Directors at the conclusion of the initial one year pilot program time period – December 1, 2017 - with consideration of an extension of the program for another year. The Municipal Marketing Partnership program will be evaluated on an annual basis and may be terminated at such time by action of the Board of Directors.

#### Participation:

- Municipalities that remit 90% of the current 3% locally collected hotel operator's occupancy tax receipts as agreed upon and authorized in the intergovernmental agreement and maintain on an annual basis an investment to the AACVB of \$10,000 or greater
- Current eligible Municipalities: North Aurora, Sandwich, Yorkville

#### Purpose:

- To provide individual tourism marketing services to eligible municipalities
- Quantifiable results based on dedicated marketing/advertising programs for eligible municipalities above and beyond the regional "Destination" marketing and sales efforts handled by the AACVB sales and marketing staff
- Incentive for recruitment of additional municipal partners

#### Structure:

- % of Municipal investment is dedicated to individual (municipal) marketing plans. Pilot program percentage is based on FY'17 projected hotel/motel tax funding from participating municipality
- For the pilot program; 40 percent of the eligible funds from each participating municipality as outlined above will be dedicated to the Municipal Marketing Partnership

- The balance of municipal funding (60%) will remain dedicated to regional destination marketing, ongoing group sales of the AACVB service area and operational support of the organization
- AACVB staff will work with designated individual municipal representative to develop advertising strategies, desired audience and market reach. AACVB staff will implement plan based on goals and objectives developed in coordination with municipal partner
- The cost of the ad buy/placement and third party production costs (if required) will be deducted from the total plan budget, regular AACVB staff time will not be billed against the plan budget during the pilot year
- Individualized Municipal Marketing Review report will be provided by AACVB staff at the conclusion of the advertising/marketing program

#### Program Parameters:

In keeping with the integrity of the locally collected hotel owner's occupancy tax to use funds for tourism promotion and generate additional overnight stays, Municipal Marketing Partnership plans must meet the following criteria:

- Individual marketing plans must be structured to reach the travel market with the greatest likelihood of needing overnight accommodation. Industry standard is 50 miles or greater from the local area
- The marketing plan must promote the unique aspects of that community (attractions, events) that would be of interest to the general traveling public and have the greatest potential of generating overnight stays
- Marketing plan may include printed collateral with defined distribution method, targeted social media advertising, digital marketing, printed display ads, targeted digital banner ads, or others as developed in agreement the municipal representative and meeting the tourism market as defined above
- Hotel and lodging specific promotions are not allowable
- Funds do not roll-over. Marketing dollars not spent in a program year remain with the AACVB to enhance the organization's destination marketing efforts
- Aurora Area Convention and Visitors Bureau and Illinois Office of Tourism branding will be included in all marketing partnership promotions
- Marketing plans will be developed and agreed upon in the first quarter of the calendar year for implementation and project completion no later than December 1 of that same year
- AACVB staff time will be accounted for against each municipal marketing plan and will be used to monitor the success and overall value of the marketing partnership

#### **Destination Benefits:**

As a supporting member of the AACVB, municipalities will continue to benefit from the AACVB advertising and marketing initiatives and full privileges of municipal participation.

- The AACVB is not a membership organization and as such the organization markets and supports all visitor related businesses within supporting communities as appropriate.
   Local shopping, dining, lodging, events and attraction are all included in AACVB destination marketing programs
- Placement on Enjoyaurora.com web site including municipal listing, shopping, dining, lodging, attractions and events as appropriate
- Inclusion in annual regional Visitors Guide including full page Municipal feature, shopping, dining, lodging and events as appropriate for annual publication
- Submit/maintain Municipal listings as noted above on EnjoyIllinois.com state tourism site
- Inclusion on regular, general destination marketing and publications as appropriate including: social media advertising, digital content story placement, display advertising, public relations, brochure distribution and customer service inquiries
- Representation in all group sales efforts and tradeshow including niche markets of Sports, Group Tours, Meetings/Conventions
- Group sales leads distributed to supporting municipal lodging and event facilities as appropriate and group services provided by AACVB staff
- Quarterly stakeholder reports and metrics
- Municipal participation in Aurora Area Sports Alliance
- Representation on AACVB Board of Directors, committees and any other task-force and initiatives as designated

#### INTERGOVERNMENTAL COOPERATION AGREEMENT

of Nay 1992 by and between the cities of Aurora (hereinafter "Aurora") and Yorkville (hereinafter "Yorkville") and the Villages of North Aurora (hereinafter "North Aurora"), Sugar Grove (hereinafter "Sugar Grove"), Montgomery (hereinafter "Montgomery") and Oswego (hereinafter "Oswego"), all municipal corporations of the State of Illinois (sometimes collectively referred to herein as the "Municipalities").

#### WITNESSETH:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (Ill.Rev.Stat. 1989, Ch. 127, par. 741 et seq.) allow governing bodies to enter into agreements involving a variety of authorized projects; and

WHEREAS, Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, North Aurora, Sugar Grove, Montgomery, Oswego and Yorkville are municipalities authorized by Section 8-3-14 of the Illinois Municipal Code (Ill.Rev.Stat. 1989, Ch. 24, par. 8-3-14) to exercise the powers and functions hereinafter described; and

WHEREAS, the Aurora Area Convention and Tourism Council, an Illinois general not-for-profit corporation (hereinafter "AACTC") has since December 15, 1987 utilized a certain funding plan hereinbelow described for the purposes of expanding participation in a program of travel, convention and tourist bureau activities; and

WHEREAS, said program, in conjunction with the Greater Aurora Chamber of Commerce and State fund matching, has been determined to be in the great interest of the citizens of the Municipalities for its many advantages to economic development, continued area revitalization and increased social prosperity; and

WHEREAS, Aurora, North Aurora, Sugar Grove and Montgomery on December 15, 1987 entered into an Intergovernmental Cooperation Agreement (hereinafter "Intergovernmental Agreement"), which was subsequently joined by Oswego and Yorkville and which by its terms is to expire on December 15, 1992; and

WHEREAS, the Municipalities desire to extend the Intergovernmental Agreement as set forth herein;

NOW, THEREFORE, the Municipalities, in consideration of the below stated mutual covenants, do each hereby and herein agree as follows:

- 1. Each of the Municipalities herein shall initiate all proceedings necessary to the adoption of, modification of existing ordinances, if necessary, and shall thenceforth adopt, an appropriate ordinance imposing a tax in the nature and of the type described in Section 8-3-14 of the Illinois Municipal Code, whether authorized by Constitutional home rule powers or the authority of said Section, as applicable, to wit: a tax upon all persons engaged in such municipality in the business of renting, leasing or letting room in a hotel, as defined in "The Hotel Operators' Occupation Tax Act" (Ill.Rev.Stat 1989, Ch. 120, par. 481b.31 et seq.).
- 2. Said taxes shall be imposed under conditions and provisions in the nature and of the type described by said Section 8-3-14, regardless of imposition authority applicable hereinunder, except as otherwise herein specified.
- 3. Said taxes shall be at a rate of 3% of the gross rental receipts as further described and conditioned by said Section 8-3-14.
- 4. The revenues from said taxes shall be devoted to the promotion of tourism and conventions or otherwise to attract non-resident overnight visitors, by the following disbursement: a minimum of 90% of all revenues shall be given over to AACTC and the remaining amount of up to 10% shall be individually retained by the taxing Municipalities.
- 5. This Intergovernmental Cooperation Agreement shall continue in full force and effect for a period beginning on the 15th day of December, 1992 and expiring on the 15th day of December, 1997.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Cooperation Agreement to be executed by their appropriate officers as of the date first above written.

ATTEST: Cheryth. Wanhoff City Clerk	CITY OF AURORA a Municipal corporation Mayor
	VILLAGE OF NORTH AURORA, a Municipal corporation
ATTEST:	
Village Clerk	Village President
	VILLAGE OF SUGAR GROVE, a Municipal corporation
ATTEST:	
Village Clerk	Village President
	VILLAGE OF MONTGOMERY, a Municipal corporation
ATTEST:	
· Village Clerk	Village President
•	CITY OF YORKVILLE, a Municipal corporation
ATTEST:	·
City Clerk	Mayor
	VILLAGE OF OSWEGO, a Municipal corporation
ATTEST:	·
Village Clerk	Village President

#### **AGREEMENT IN SUPPORT OF THE**

#### **AURORA AREA CONVENTION AND VISITOR'S BUREAU**

**THIS AGREEMENT** by and between the City of Aurora, a municipal corporation of the State of Illinois, ("City") and the Aurora Area Convention and Visitor's Bureau ("AACVB"), in order to support the goals of AACVB and promote tourism benefiting the City of Aurora, do agree as follows:

#### 1) Original Agreement.

The terms contained within the Intergovernmental Agreement, as amended from time to time, entered into previously by the City of Aurora and other member municipalities of AACVB, shall apply to this Agreement, except as the below provisions may amend it.

#### 2) Term of this Agreement.

The term of this Agreement shall be two (2) years, from January 1, 2014 and expiring on December 31, 2015.

#### 3) City Contribution to AACVB.

The City shall contribute ninety percent (90%) of received Hotel Operator's Occupation Taxes annually, up to a maximum amount of \$175,000.00.

#### 4) Municipal Officers of the AACVB Board.

Each municipality that is a member of AACVB is entitled to one municipal officer on the AACVB Board. During the term of this Agreement however, a total of fifty percent (50%) of all AACVB Board members shall be direct appointees of the Mayor of the City of Aurora. Additionally, three (3) of the eight (8) total members of the Board's Executive Committee shall be chosen from City's appointees to the Board, including not less than one (1) officer position of the three (3) officer positions currently in place on the Executive Committee, those being Chairman, Vice Chairman and Secretary/Treasurer.

to the Board, including not less than one (1) officer position of the three (3) officer positions currently in place on the Executive Committee, those being Chairman, Vice Chairman and Secretary/Treasurer.

#### 5) New Executive Director of AACVB.

The AACVB is seeking a new Executive Director, and agrees that the City shall be actively involved in the search and hire process therefor. Specifically, the Mayor of the City or his designee shall have the opportunity to participate fully in the search and hire processes, including the final acceptance of the candidate prior to hire. Should AACVB choose to hire an Executive Director that the Mayor or his designee opposes, then in that event this Agreement shall be immediately null and void.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their appropriate officers effective December 16, 2013.

**CITY OF AURORA** 

a Municipal Corporation

Thomas J. Weisner, Mayor

ATTEST:

Isabel Garcia Kodron, City Clerk

AURORA AREA CONVENTION AND VISITORS BUREAU

Chairman AACVB Board

AACVB Secretary/Treasurer



Visitors from near and far travel to Yorkville for summer festivals, outdoor adventure, and its vibrant downtown nightlife scene. Make a splash at Raging Waves, the largest waterpark in Illinois, where you can thrill down 20 different styles of breathtaking waterslides. Kiddie pools, cabanas, a long lazy river, and a variety of concessions make this the perfect place to chill out and beat the heat this summer. Enjoy drinking, dining, and wrap-around views of a picturesque stretch of the Fox River in Downtown Yorkville. Restaurants take comfort food to new heights, with mouthwatering barbecue and regional cuisine around every corner. Catch some of the most stylish and soulful touring bands and local acts at The Law Office Pub & Music Hall, where craft beers and cocktails are served up to loyal audiences in this gorgeous, intimate venue every weekend.

Marge Cline Whitewater Course is a state-of-the-art paddling facility where paddlers can rent kayaks or canoes. Get a glimpse at the rich, natural and agricultural history of Yorkville at the historic Kendall County Courthouse, where the Kendall County Forest Preserve District hosts a nature center display and information about parks and forests for hiking, cycling, fishing, and horseback riding. Northern Illinois Hunting & Fishing Days is held at nearby Silver Springs State Fish and Wildlife Area, a family-friendly event featuring kids activities, a fishing tournament, and outdoor sports from archery to trap-shooting and falconry shows.

Make it a Getaway! Visit GoYorkville.com to get more info on events, attractions, and family fun in beautiful Yorkville, illinois as well as hotel deals and packages to make it a great stay.

GoYorkville.com

**Summer Solstice** 

June 22-24

Celebrate summer's longest days with an electrifying lineup of independent music & craft beer in Downtown Yorkville.

#### Yorkville River Fest & Illinois Whitewater Festival

July 14 & 15
Enjoy fun activities for the whole family, including live music and thrilling river sports on the Marge Cline Whitewater Course at historic Bicentennial River Park.

#### Yorkville Hometown Days

September 1-3
Yorkville's signature familyoriented Labor Day weekend
event features a carnival,
the Pride & Joy Car Show,
live music, and the fan
favorite Ultimate Air Dogs
Dock Diving Show, where
canines of all sizes and breeds
compete to see who's the
Ultimate Air Dog!







#### OUTDOORS

(continued)

#### McCarty Park

Aurora's first park features an interactive fountain and splash pad to beat the summer heat. 350 E. Galena Blvd., Aurora 630.256.3730

aurora-il.org/parksandrecreation

#### Milestone Park & Skate Park

Softball, tee ball, tennis, playground, skate/BMX, splash pad, and concessions. 1375 North Castle St., Sandwich 815.786.8044 sandwichparkdistrict.org

#### Montgomery Park

Picturesque setting of free summer concerts and the annual Montgomery Fest. 301 N. River St., Montgomery 630.897.0516 foxvalleyparkdistrict.org

#### Oakhurst Forest Preserve, Oakhurst Trail & Patterson Lake Lake/marsh complex: fish, hike,

Lake/marsh complex: fish, hike, wildlife observation, sled hill. 1680 Fifth Ave., Aurora 630.232.5980 kaneforest.com

#### Phillips Park Aquatic Center

Waterpark with tube slides, simulated river, zero-depth pools, sand activity areas. 828 Montgomery Rd., Aurora 630.851.8686 foxvalleyparkdistrict.org

#### Plowman's Park

48W508 Hinckley Rd., Big Rock 630.556.3171 bigrockplowingmatch.com

#### Raging Waves Waterpark

Illinois largest outdoor waterpark. 19 water slides, kiddie pool area, wave pool, lazy river, concessions, and private cabanas. 4000 N. Bridge St., Yorkville 630.882.6575 ragingwaves.com

#### Richard Young Forest Preserve

Trail system, picnic shelter. 8225 Rt. 71, Yorkville 630.553.4025 co.kendall.il.us/forest-preserve



#### AURORA

All Speked Up
Rent a comfortable hybrid
bicycle. Sales, service,
repair center.
14 W. Downer Pl.
239 891 9005

Outdoor retailer and adventures
Outdoor retailer and adventur
club. Sales, rentals, lessons,
guided trips.
107 Spruce St.
620.596.5706

Zagster Bike-Share Adjustable-height cruiser bikes available for getting around Downtown Aurora.

#### BATAVIA

All Spoked Up
Rent a comfortable hybri
bicycle. Sales, service,
repair center.
3 Webster St.
630.326.9625

Prairie Path Cycles
Bicycle retail and repair shop
160 W. Wilson St.

#### NORTH AURORA

Pedal & Spoke Bike Shop 157 S. Lincolnway 630.892.1010

#### **PLANO**

Plans Synorgy Dutlet
Wholes Synorgy brand with
an emphasis on hunting an
fishing.
431 E. South St.
29 522 2111

#### YORKVILLE

Freeman's Sports Full-service outfitter. Rent canoes, fishing, and outdoor sports gear. Marge Cline Whitawater Park Lige E. Hydraulic St. 430 553 8515

#### V-L Charle

Rent canoes, recreational kayales, tube tracker inflatables. Marge Cline Whitewater Course. 301 E. Hydraulic Ave. 630.479.8074 yakshackonline.com

#### RiverEdge Park

Chicagoland's newest outdoor concert venue, home of the Blues on the Fox festival, is also a photogenic park and recreation space along the Fox River Trails. 360 N. Broadway 430.896.6666 riveredgeaurora.com

#### Sandwich Fairgrounds

Home to the state's oldest fair, the Sandwich Fair, and Sunday at Sandwich Antiques Show and more fun summer events. Camping available with modern amenities. 1401 Suydam Rd., Sandwich 815.786.2159 sandwichfair.com

#### Splash Country Waterpark

Tube slides, lazy river, zero-depth pools, small kids' play attractions, sand activity areas. 195 S. Barnes Rd., Aurora 630.906.7981 foxvalleyparkdistrict.org

#### Steven G. Bridge Park

Ball field complex, baseballthemed play structure, shelter, picnic area. 3351 Kennedy Rd., Yorkville 630.553.4357 yorkville.il.us

#### Stuart Sports Complex

Premier athletic venue with 32 soccer fields, eight softball/baseball fields, and dog park. 10 Civic Center Dr., Montgomery 630,897,0516 stuartsportscomplex.org

#### Subat Forest Preserve

Wetland restoration. Picnic tables, scenic overlook, trails. 4845 Eldamain Rd., Plano 630.553.4025 co.kendall.il.us/forest-preserve

#### Waubonsie Lake Park & Trail

Winding paved trail encircles a beautiful lake. Pavilion, playground, trails, winter ice rinks. 95080 Kautz Rd., Aurora 630.897.0516 foxvalleyparkdistrict.org/trails

#### West Main Community Park

West Main Community Park Baseball/softball, basketball, trails, roller hockey. 40W101 W. Main St., Batavia 630.879.5235 bataviaparks.org







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Visit Yorkville for fun festivals, outdoor adventure, vibrant nightlife, and where you can beat the heat at the state's largest waterpark.

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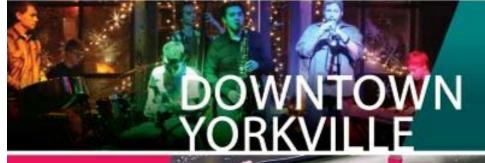








# RAGING WAVES WATERPARK











#### Summer Solstice Yorkville - June

Celebrate summer's longest days with an electrifying lineup of independent music & craft beer in Downtown Yorkville.

Yorkville River Fest & Illinois Whitewater Festival - July Enjoy fun activities for the whole family, including live music & water sports on the Marge Cline Whitewater Course at historic Bicentennial River Park.

#### Yorkville Hometown Days - September

Yorkville's signature family-oriented Labor Day weekend event features a carnival, the Pride and Joy car show, live music on an outdoor stage, & the fan favorite Ultimate Air Dogs Dock Diving Show!

Northern Illinois Hunting & Fishing Days - September

## FESTIVAL LINEUP

At the largest waterpark in Illinois, you'll find over 40 acres of family-friendly water park adventures. Thrill down 20 different styles of water slides that will take your breath away. Kiddie pools, cabanas, a quarter mile lazy river, & a variety of concessions make this the perfect place to chill out between games at nearby sports venues or for a weekend of water park fun with the family.

# RAGING WAVES WATERPARK

Just south of the scenic Fox River sits the cultural hub of Downtown Yorkville, where you can:

 enjoy tender, mouthwatering BBO & wrap-around views of the Fox River on picturesque patios.

 catch some of the most stylish & soulful touring bands and local acts at area venues.

- dine on elevated pub fare & taste a wide selection of local craft brews.
- sīp margaritas, eat authentic Mexican, & hear local musicians ply their craft.
- watch a game, snack on award-winning wings, & drink like a local with your besties.
- treat your palate to wine
   world cuisine.
- shop local meats, veggies, & produce from area farmers.

## DOWNTOWN YORKVILLE

Riverfront Park & the Marge Cline Whitewater Course is a state-ofthe-art paddling facility centrally located in the heart of Downtown Yorkville on the scenic Fox River!

Kendall County's Silver Springs State Fish & Wildlife Area is over 1,350 acres open for year-round recreation, from fishing, hunting, boating & hiking to sledding and horseback riding.

Hoover Forest Preserve is home to over 5 miles of scenic trails along the Fox River with a variety of habitats to explore, including 300 native plant species.

# OUTDOOR ADVENTURE

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Celebrate summer's longest days with festivals that bring you unique craft beers, soulful indie acts, and whitewater fun on the scenic Fox River in Downtown Yorkville. Visit Go Yorkville.com and plan your getaway today!











