



United City of Yorkville

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

AGENDA
CITY COUNCIL MEETING
Tuesday, December 12, 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:

<u>WARD I</u>	<u>WARD II</u>	<u>WARD III</u>	<u>WARD IV</u>
Carlo Colosimo	Jackie Milschewski	Chris Funkhouser	Seaver Tarulis
Ken Koch	Arden Joe Plocher	Joel Frieders	Alex Hernandez

Establishment of Quorum:

Amendments to Agenda:

Presentations:

1. Employee Appreciation of Service

Public Hearings:

1. PZC 2017-14 Second amendment to that certain Annexation Agreement (Bristol Bay Subdivision) dated April 26, 2005, as amended June 22, 2010, by and among Centex Homes (*Owner/Developer*), a Nevada General Partnership, and the United City of Yorkville, Kendall County, Illinois, for the purpose of amending the Bristol Bay Subdivision related to replatting portions of Units 9 and 11, relief of certain security requirements for those undeveloped portions of the aforementioned replatted units, release of certain development bonds and the extension of building permit, connection and impact fee locks in effect as of the date of the Original Agreement with no increases, other than those incurred by the City for water meters, on the development until April 25, 2025.

Citizen Comments on Agenda Items:

Consent Agenda:

1. ADM 2017-85 Ordinance Approving an Intergovernmental Agreement between the Village of Oswego and the United City of Yorkville Regarding Joint Employment of a Facilities Manager - *authorize Mayor and City Clerk to execute*

Minutes for Approval:

1. Minutes of the Regular City Council – November 14, 2017

Bills for Payment (Informational): \$2,060,617.97

Mayor's Report:

1. CC 2017-57 Resolution Urging the Governor to Veto Senate Bill 1451 (Small Wireless Facilities)
2. CC 2017-58 Resolution Authorizing a Contract with Michael's Signs, Inc. of Racine, Wisconsin, for the Downtown Wayfinding Signage Program
3. CC 2017-59 Meeting Schedule for 2018
4. CC 2017-60 Collective Bargaining Agreement between the International Union of Operating Engineers, Local 150, Public Employees Division and the United City of Yorkville

Public Works Committee Report:

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

1. PZC 2017-13 Coffman Carpet Annexation and Rezoning
 - a. Ordinance Annexing Certain Territory Located at 9290 Route 34 (Coffman Carpet)
 - b. Ordinance Authorizing the Execution of an Annexation Agreement for the Property at 9290 Route 34 (Coffman Carpet)
 - c. Ordinance Approving the Rezoning to B-3 General Business District for the Property Located at 9290 Route 34 (Coffman Carpet)

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: December 20, 2017 – 6:00 p.m. – City Hall Conference Room

<u>Committee</u>		<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Milschewski	Finance	Library
Vice-Chairman:	Alderman Plocher	Administration	
Committee:	Alderman Funkhouser		
Committee:	Alderman Hernandez		

ECONOMIC DEVELOPMENT: TBD – 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: TBD – 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: December 19, 2017 – 6:00 p.m. – City Hall Conference Room

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

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, December 12, 2017
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

CITIZEN COMMENTS ON AGENDA ITEMS:

PRESENTATIONS:

1. Employee Appreciation of Services

PUBLIC HEARING:

1. PZC 2017-14 Second amendment to that certain Annexation Agreement (Bristol Bay Subdivision) dated April 26, 2005, as amended June 22, 2010, by and among Centex Homes (*Owner/Developer*), a Nevada General Partnership, and the United City of Yorkville, Kendall County, Illinois, for the purpose of amending the Bristol Bay Subdivision related to replatting portions of Units 9 and 11, relief of certain security requirements for those undeveloped portions of the aforementioned replatted units, release of certain development bonds and the extension of building permit, connection and impact fee locks in effect as of the date of the Original Agreement with no increases, other than those incurred by the City for water meters, on the development until April 25, 2025.

CONSENT AGENDA:

1. ADM 2017-85 Ordinance Approving an Intergovernmental Agreement between the Village of Oswego and the United City of Yorkville Regarding Joint Employment of a Facilities Manager

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

MINUTES FOR APPROVAL:

1. Minutes of the City Council – November 14, 2017

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

BILLS FOR PAYMENT:

1. Bills for Payment (Informational)

Notes _____

MAYOR'S REPORT:

1. CC 2017-57 Resolution Urging the Governor to Veto Senate Bill 1451

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

Removed _____

Notes _____

2. CC 2017-58 Resolution Authorizing a Contract with Michael's Signs, Inc. of Racine, Wisconsin, for the Downtown Wayfinding Signage Program

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

Removed _____

Notes _____

3. CC 2017-59 City Meeting Schedule for 2018

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

Removed _____

Notes _____

4. CC 2017-60 Collective Bargaining Agreement between the International Union of Operating Engineers, Local 150, Public Employees Division and the United City of Yorkville

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

Removed _____

Notes _____

PLANNING AND ZONING COMMISSION REPORT:

1. PZC 2017-13 Coffman Carpet Annexation and Rezoning

a. Ordinance Annexing Certain Territory Located at 9290 Route 34 (Coffman Carpet)

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

Removed _____

b. Ordinance Authorizing the Execution of an Annexation Agreement for the Property at 9290 Route 34 (Coffman Carpet)

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

Removed _____

c. Ordinance Approving the Rezoning to B-3 General Business District for the Property Located at 9290 US Route 34 (Coffman Carpet)

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

Removed _____

Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



Memorandum

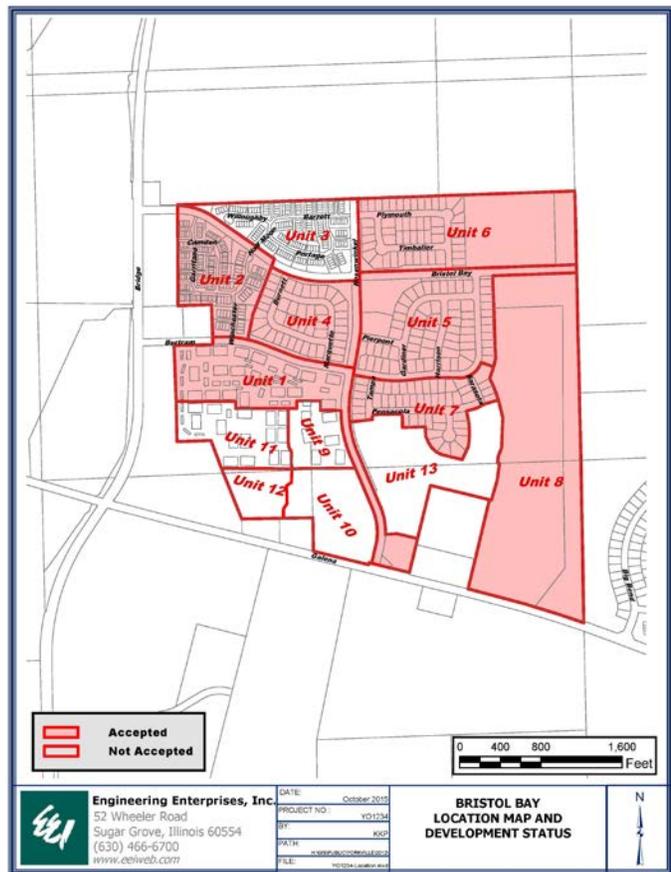
To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Brad Sanderson, EEI
Date: December 6, 2017
Subject: **PZC 2017-14 Bristol Bay – Proposed Amended Annex. Agrmt & Final Plat Replatting and Reduction in Bonds/LOCs for Units 9-13**

Request Summary:

Applications have been filed with the City of Yorkville by the developer/owner of the Bristol Bay subdivision, Centex Real Estate Company, LLC, seeking to amend an existing annexation agreement and replat unfinished and dormant portions of the subdivision with consideration to reduce and/or release certain letters of credit currently held by the City from approximately \$2 million to roughly \$200K.

Due the stall in development as a result of the 2008 economic crisis, homebuilders have seen little to no demand for the new construction of certain housing types, such as condominium and townhomes. Centex is, therefore, seeking to sell off subareas within already platted portions Bristol Bay that are not seen as viable development opportunities in today's market. As proposed, Centex is requesting the release of existing bonds for only the undeveloped portions of Units 9 and 11, and full release of all security in place for Units 10, 12 and 13. Since portions of Units 9 and 11 are already developed, Centex will separate the dormant/unfinished area into newly created sub-units.

If approved, the reduced bond amount would cover any maintenance on utilities and/or soil erosion and sedimentation control items related to the existing improvements already installed within Units 9, 10, 11, 12 and 13 that have not been accepted. The proposed replacement bond would not expire and no building permits will be issued within the unfinished portions of these units until such time a future developer posts full security for all outstanding site work, development, landscaping and public improvements with the City. In addition, Centex proposes to post cash with the City to replace an existing security bond for intersection improvements to Route 47 and Bertram Drive and Route 47 and Bristol Bay Drive within Units 1 and 2 of the development.



A staff level technical review of the request was discussed at a Plan Council meeting held on November 9, 2017. The review of the amended Final Plat of Subdivision to create the sub-units in Unit 9 and 11 will be conducted at the December 13, 2017 Planning and Zoning Commission meeting. Final consideration of the amendment to the Bristol Bay Annexation Agreement and amended Final Plat of Subdivision is tentatively scheduled for the January 9, 2018 City Council meeting.

Development Background:

The Bristol Bay subdivision covers over 630 acres of land within the northeast quadrant of Yorkville’s corporate boundaries and was master planned to have over 2,000 dwelling units consisting of single-family, condominium, townhome and duplex housing types. Planned to be developed in two (2) phases, Phase I comprised Units 1 – 8 and Phase II encompassed Units 9-13. Since its original annexation agreement approval in April 2005¹, the Bristol Bay Subdivision has constructed 648 units (~30%) which include 272 multiple-family units (condos), 168 townhomes, and 208 single-family dwellings.

The City approved the first amendment to the Bristol Bay annexation agreement in June 2010² to address intersection improvement obligations, park land cash fees, temporary occupancy security, potential future replatting of condominiums with townhomes or single-family detached housing, and an extension of building code ordinance and fee locks. Since that time, the developer has steadily made progress on outstanding punchlist items within the unfinished portions of the subdivision and moved towards final acceptance of public infrastructure and improvements within the completed units of the development.

Current Site Conditions/Proposed Reductions:

As mentioned previously, some improvements have been completed within the development. The city’s engineering consultant, EEI, has recently performed an overall punchlist of the units within the subdivision and has provided the following recommendations for reduction/release.

Location	Bond Value	Bond	Purpose	Comment	Recommendation
Unit 1	\$24,200	International Fidelity #0504706	Bertram Dr.	Pulte to pay cash per agreement	Bond to be released
Unit 2	\$147,400	International Fidelity #0504707	Bristol Bay Dr.	Pulte to pay cash per agreement	Bond to be released
Unit 3	\$172,371	Liberty Mutual #268009420	Maintenance Bond	Unit accepted on 1/24/17; All work is complete;	Bond to be released
Unit 9	\$847,848.97	Arch Insurance Co., # SU1114154	Site Work	Replacement bond to be provided per agreement	Bond to be released
Unit 9	\$151,468.83	Arch Insurance Co., # SU1114157	Landscaping	Replacement bond to be provided per agreement	Bond to be released
Unit 9	\$10,471.65	Arch Insurance Co., # SU1114160	Earthwork	Replacement bond to be provided per agreement	Bond to be released
Unit 10	\$19,103.42	Arch Insurance Co., # SU1114161	Earthwork	Replacement bond to be provided per agreement	Bond to be released
Unit 11	\$18,025.26	Arch Insurance Co., # SU1114162	Earthwork	Replacement bond to be provided per agreement	Bond to be released
Unit 11	\$657,233.93	Arch Insurance Co., # SU1114155	Site Work	Replacement bond to be provided per agreement	Bond to be released
Unit 11	\$232,023.36	Arch Insurance Co., # SU1114156	Landscaping	Replacement bond to be provided per agreement	Bond to be released
Unit 12	\$7,869.78	Arch Insurance Co., # SU1114163	Earthwork	Replacement bond to be provided per agreement	Bond to be released
Unit 13	\$32,537.31	Arch Insurance Co., # SU1114164	Earthwork	Replacement bond to be provided per agreement	Bond to be released

Following are brief comments from the engineer regarding the current condition and reasoning for a proposed bond release for each item listed above:

¹ <http://50.193.91.100/weblink/0/doc/30211/Page1.aspx>

² <http://50.193.91.100/weblink/0/doc/13637/Page1.aspx>

- Unit 3 was accepted on January 24, 2017. This unit was re-inspected this fall and all additional work has been completed. Since we are near the one-year date, we are recommending a full release at this time.
- A portion of Unit 11 will be considered for acceptance during the December series of meetings. If accepted the proposed bond amount will be \$16,159. This will be a maintenance bond.
- We are recommending a bond amount of \$200,000 to cover any maintenance on utilities and/or soil erosion and sedimentation control items related to the improvements installed within Units 9, 10, 11, 12 and 13 that have not been accepted. This bond should not expire until such time the areas are developed.

Current Bond/ LOC Reduction Policy Deviations:

The city’s current subdivision security reduction policy for bonds or Letters of Credit (LOC) is to retain twenty percent (20%) of the value of substantially completed items and 120% of uncompleted items, in addition to applying an inflation factor based upon the Engineering News Record Construction Cost Index. The proposed request would deviate from this policy by allowing a *reduction of approximately 90% of the current bonds from \$1,976,582.20 to \$200,000.00* without substantial completion of those items, and a full release of security for items not yet constructed.

Proposed Amended Final Plats:

Centex has provided the attached preliminary Final Plat of Resubdivision plans prepared by HR Green for the undeveloped/dormant subareas in Units 9 (Lot 2048) and 11 (Lot 2049). Unit 9 will be resubdivided into Lot 3 (developed area) and Lot 4 (dormant/undeveloped area), while Unit 11 will be resubdivided into Lot 1 (developed area) and Lot 2 (dormant/undeveloped area). The total acreage of the resubdivided units is approximately 15.5 acres and contains public utility and drainage easements.

The city engineer has reviewed and recommends approval of the submitted plat of resubdivision which will be considered at the Planning and Zoning Commission meeting scheduled for December 13, 2017.

Staff Comments:

The items listed above consist of land improvements required to have security in place to guarantee their completion and any maintenance needed during the 1 year warranty period after City acceptance. While this request deviates from our current policy, there is precedent of partially reducing and releasing letters of credits/bonds for residential developments in Yorkville where public improvements have yet to be installed, such as in Grande Reserve in 2011, Blackberry Woods in 2010 and Kendallwood Estates 2012. Most importantly, the release and reduction of the bonds are for non critical components of public improvements within the existing subdivision and will not impact the current infrastructure operations. Staff also has no major concerns regarding the proposed final plat of resubdivision.

The City Attorney has prepared the attached draft amended Annexation Agreement detailing the proposed bond reduction for consideration at the December 12, 2017 public hearing. Staff and the applicant will be available at Tuesday night’s meeting to answer questions from the City Council.

Attachments:

1. Draft Amended Annexation Agreement
2. Bristol Bay Unit Map prepared by EEI, dated 11-30-17
3. Bristol Bay Overall Development Layout Map prepared by SEC Group dated 10-30-06
4. Plan Council Memos prepared by EEI dated 11-8-17 & Comm. Dev. Dir. Dated 11-6-17
5. Correspondence from Comm. Dev. Dir. to Petitioner dated 11-9-17
6. Petitioner Applications for Amended Annexation Agreement & Amended Final Plat w/ attachments
7. Proposed Final Plat of Resubdivision prepared by HR Green dated 12/6/2017
8. EEI Letter to the City dated December 4, 2017 re: Bristol Bay Resubdivision.
9. Public Hearing Notice

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING A SECOND AMENDMENT TO THE ANNEXATION AGREEMENT DATED APRIL 26, 2005, PERTAINING TO THE BRISTOL BAY SUBDIVISION

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, Section 11-15.1-1 *et seq.* of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et. seq.*) grants the City with authority to enter into an annexation agreement with one or more owners of land in an unincorporated territory; and,

WHEREAS, on April 26, 2005, the City entered into an Annexation Agreement (the “*Original Agreement*”) with MSRET LLC, a Delaware limited liability company, LaSalle Bank National Association under Trust Agreement dated April 1, 2005, known as Trust No. 133367, LaSalle Bank National under Trust Agreement dated April 1, 2005, known as Trust No. 133368 and LaSalle Bank National Association under Trust Agreement dated April 1, 2005 known as Trust No. 133370; Lay-Com, Inc, an Illinois corporation; JR Yorkville L.L.C., an Illinois limited liability company and NR Yorkville L.L.C., an Illinois limited liability company, and as co-trustees of EMR Trust No. 100 dated December 10, 2002 (the “*Owners*”) and Centex Homes, a Nevada general partnership (the “*Developer*”); and,

WHEREAS, the Original Agreement pertained to approximately 631 acres of property (the “*Subject Property*”) and provided for certain residential, agricultural, and commercial development upon the Subject Property in accordance with a preliminary plat of subdivision attached to the Original Agreement (the “*Bristol Bay Subdivision*”); and,

WHEREAS, in order to continue development of portions of the Subject Property owned by the Developer, a first amendment to the Original Agreement was approved on July 13, 2010 (the Original Agreement as amended shall be referred to as the “*Amended Agreement*”) as a result of significant changes in the residential real estate market and in order to benefit the Bristol Bay Subdivision; and,

WHEREAS, the Developer owns Units 9, 10, 11, 12 and 13 of the Subject Property, of which Units 9 and 11 were subdivided into lots 1, 2, 3 and 4 (the “*Developer’s Property*”) pursuant to a Final Plat of Resubdivision dated December 6, 2017 and approved by the Mayor and City Council (the “*Corporate Authorities*”) on _____, 2018; and,

WHEREAS, the Developer has requested that the Amended Agreement be further amended to provide for the release of a portion of certain performance bonds, to the Developer on the condition that certain restrictions be recorded against those portions of Developer’s Property; and,

WHEREAS, a public hearing on the Developer’s request, as required by Section 11-15.1-3 of the Illinois Municipal Code (65 ILCS 5/11-15.1-3) was held on December 12, 2017, before the Corporate Authorities after publication of notice thereof was made not more than 30 nor less than 15 days prior to the date of the public hearing in a newspaper of general circulation in the City; and,

WHEREAS, the Corporate Authorities believe it to be in the best interests of the City and its residents to grant the Developer’s request and amend the Amended Agreement pursuant to the terms and conditions as set forth in a second amendment.

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 recitals in the preambles to this Ordinance are incorporated into this Section 1 as if fully set forth herein.

Section 2. That the Second Amendment to the Annexation Agreement Dated April 26, 2005, Pertaining to the Bristol Bay Subdivision, attached hereto and made a part hereof, is hereby approved and the Mayor, City Clerk, and City Administrator are hereby authorized to execute and deliver said Agreement and undertake any and all actions as may be required to implement its terms on behalf of the City.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

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

CITY CLERK

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVER TARULIS _____

ALEX HERNANDEZ _____

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

MAYOR

Attest:

CITY CLERK

**SECOND AMENDMENT TO THE ANNEXATION AGREEMENT DATED
APRIL 26, 2005, PERTAINING TO THE BRISTOL BAY SUBDIVISION**

This Second Amendment (the "*2017 Amendment*") to the Annexation Agreement dated April 26, 2005 (the "*2005 Annexation Agreement*"), pertaining to the Bristol Bay Subdivision is entered into this ____, day of _____, 2018, by and between the United City of Yorkville, Kendall County, Illinois, a municipal corporation and Centex Homes, a Nevada General Partnership ("*Centex*").

PREAMBLES

WHEREAS, on April 26, 2005, the United City of Yorkville (the "*City*"), entered into an Annexation Agreement as to a Portion of the Property, Amended and Restated Annexation Agreement as to a Portion of the Property and Planned Unit Development Agreement (the "*Annexation Agreement*") with MSRET LLC, a Delaware limited liability company, LaSalle Bank National Association under Trust Agreement dated April 1, 2005, known as Trust No. 133367, LaSalle Bank National Association under Trust Agreement dated April 1, 2005, known as Trust No. 133368 and LaSalle Bank National Association under Trust Agreement dated April 1, 2005, known as Trust No. 133370; Lay-Com, Inc., an Illinois corporation; JR Yorkville L.L.C., an Illinois limited liability company and NR Yorkville, L.L.C., an Illinois limited liability company, as tenants in common; and, John Rosenwinkel and Susan Rosenwinkel, individually, and as co-trustees of EMR Trust No. 100 dated December 10, 2002 (hereinafter collectively referred to as "*Owners*") and Centex Homes, a Nevada general partnership (hereinafter referred to as "*Developer*"); and,

WHEREAS, the Annexation Agreement addressed approximately 631 acres of property (the "*Subject Property*"), and set forth all of the terms and conditions regarding the development of the Subject Property with single-family detached residences; townhomes, two-family and

multi-family residences; a 2.3 acre agricultural area; and, a commercial district all as depicted on the Preliminary Plat attached to said Annexation Agreement and designated as the "Bristol Bay Subdivision"; and,

WHEREAS, since April 26, 2005, a portion of the Subject Property has been developed with single-family detached, single-family attached, and multi-family residences, however, the majority of the acreage remain undeveloped; and,

WHEREAS, in order to proceed with the development of portions of the Subject Property which contain land or improvements owned by Centex, amendments of certain provisions of the Annexation Agreement were approved July 13, 2010 (the "*2010 Amendment*"), as deemed necessary to reflect the significant changes in the residential real estate market thereby benefitting all of the residents of Bristol Bay Subdivision as well as the residents of the City; and,

WHEREAS, a portion of the Subject Project is still owned by Centex and includes Units 9, 10, 11, 12 and 13; and,

WHEREAS, pursuant to a Final Plat of Resubdivision dated December 6, 2017, approved by the Mayor and City Council (the "*Corporate Authorities*") on _____, 2018, Unit 9 was subdivided into Lot 3 (the developed portion) consisting of approximately .660 acres and Lot 4 (the undeveloped portion consisting of approximately 5.191 acres; and, Unit 11 was subdivided into Lot 1 (the developed portion) consisting of approximately 3.981 acres and Lot 2 (the undeveloped portion) consisting of approximately 5.191 acres); and,

WHEREAS, Centex has requested that the Annexation Agreement, as amended by the 2010 Amendment, be further amended to provide that all construction guarantees previously delivered to the City for Units 10, 12, 13 and lots 2 and 4 as required by Section 11-5-2 of the

City Code, in the form of performance bonds in the amount of 120% of the full cost of all improvements (as estimated by the City Engineer) for said Units and lots (the “*Undeveloped Properties*”), be released to Centex on the condition that there shall be recorded against the title of these Undeveloped Properties an objection, that shall run with the land, providing that no permits shall be issued by the City for any of the Undeveloped Properties for development of any kind unless and until construction guarantees in the amount and form as required by Section 11-5-2 of the City Code have been provided to the City; and,

WHEREAS, in response to the request of Centex, the City has agreed to release the performance bonds held by the City for Units 9, 10, 11, 12 and 13 to be replaced with a new \$200,000 security deposit to cover any maintenance on utilities, soil erosion and sedimentation control; and,

WHEREAS, Section 33 of the Annexation Agreement at paragraph BB provides:

“BB. Amendment. This Agreement may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the City approving said amendment as provided by law, and by the execution of said amendment by the parties or their successors in interest. The Parties acknowledge that certain future amendments may affect only a portion of the Property. In such event, this Agreement may be amended by written agreement between the City and the legal owner of fee title to that portion of the Subject Property which is subject to and affected by such amendment as provided by law; provided, that such amendment, if not executed by the then owner of other portions of the Subject Property, shall in no manner alter, amend, or modify any of the rights, duties or obligations as set forth in this Agreement as they pertain to such other portions of the Subject Property.” [Emphasis added.]

WHEREAS, the City is prepared to agree to Centex’ request to reduce the amount of the performance bonds held by the City so long as there is replacement bond provided to the City by the Owner of the Undeveloped Property in the amount of \$200,000 for the purpose hereinabove

set forth and amend the Annexation Agreement, as amended by the 2010 Amendment, upon compliance with all of the terms and conditions as hereinafter set forth; and,

WHEREAS, the public hearing, as required by Section 11-15.1-3 of the Illinois Municipal Code, was held on December 12, 2017, before the Corporate Authorities after publication thereof having been not more than 30 nor less than 15 days prior to the date of the public hearing, in a newspaper of general circulation in the City; and,

WHEREAS, the portions of the Annexation Agreement to be amended, as hereinafter set forth, pertain solely to that portion of the Subject Property which is owned by Centex and which is legally described on Exhibit A, and therefore pursuant to Section 33, paragraph BB, Centex has entered into this 2018 Agreement with the City.

NOW, THEREFORE, in consideration of the foregoing preambles and the mutual covenants hereinafter set forth, the receipt and sufficiency of such consideration being hereby acknowledged, Centex and the City agree as follows:

1. The foregoing preambles are hereby adopted as if fully restated herein.
2. Section 11 of the Annexation Agreement is hereby amended by authorizing the City to reduce all performance bonds now in its possession for the Undeveloped Properties which include Units 10, 12 and 13, and Lot 1, and Lot 2 to \$200,000 to cover maintenance of utilities, soil erosion and sedimentation which bond shall remain in place until future development of the Undeveloped Properties occur; and, Centex hereby authorizes the City to record an objection against the title to all of said Undeveloped Properties which objection shall run with the land, requiring construction guarantees in an amount equal to one hundred twenty percent (120%) of the total cost of improvements, as estimated by the City

Engineer, prior to any development of the Undeveloped Properties or any portion thereof and the issuance of a building permit for the construction of any improvement thereon.

3. The City hereby agrees to release to Centex the performance bonds it currently holds as construction guarantees for the improvements required to the twenty-five foot (25') extension of Bristol Bay Drive, Route 47 TOW to STA 204 and 24, Unit; and fifty foot (50')` extension of Bertram Drive, Unit 1 upon payment to the City of a total amount of one hundred seventy-one thousand six hundred dollars (\$171,600) for both of the aforesaid improvements.
4. The City and Centex agree that all terms of the Annexation Agreement, as amended by the 2010 Amendment, other than the terms hereinabove amended, remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this 2018 Amendment to the Annexation Agreement dated April 26, 2005, as amended on July 13, 2010 by the 2010 Amendment pertaining to the Bristol Bay Subdivision to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, an Illinois municipal Corporation

By: _____
Mayor

Attest:

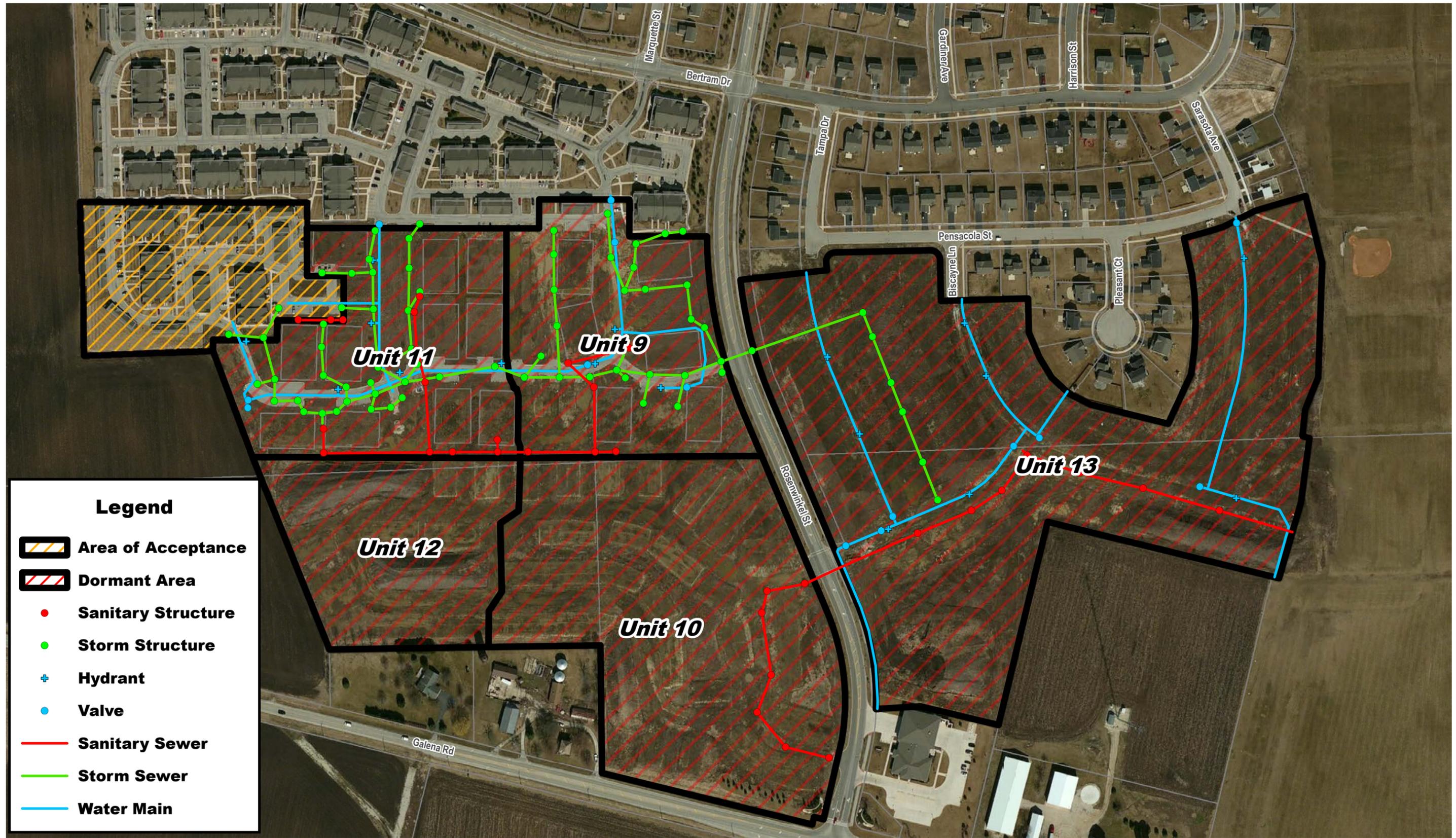
City Clerk

Centex Homes, a Nevada limited liability company, a successor by legal conversion to Centex Real Estate Corporation, its managing partner

By: _____
Name: _____
Its: _____

Attest:

Secretary



Legend

- Area of Acceptance
- Dormant Area
- Sanitary Structure
- Storm Structure
- Hydrant
- Valve
- Sanitary Sewer
- Storm Sewer
- Water Main

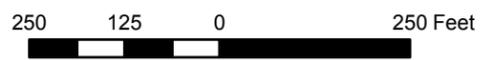
Engineering Enterprises, Inc.
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-6700
 www.eeiweb.com



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

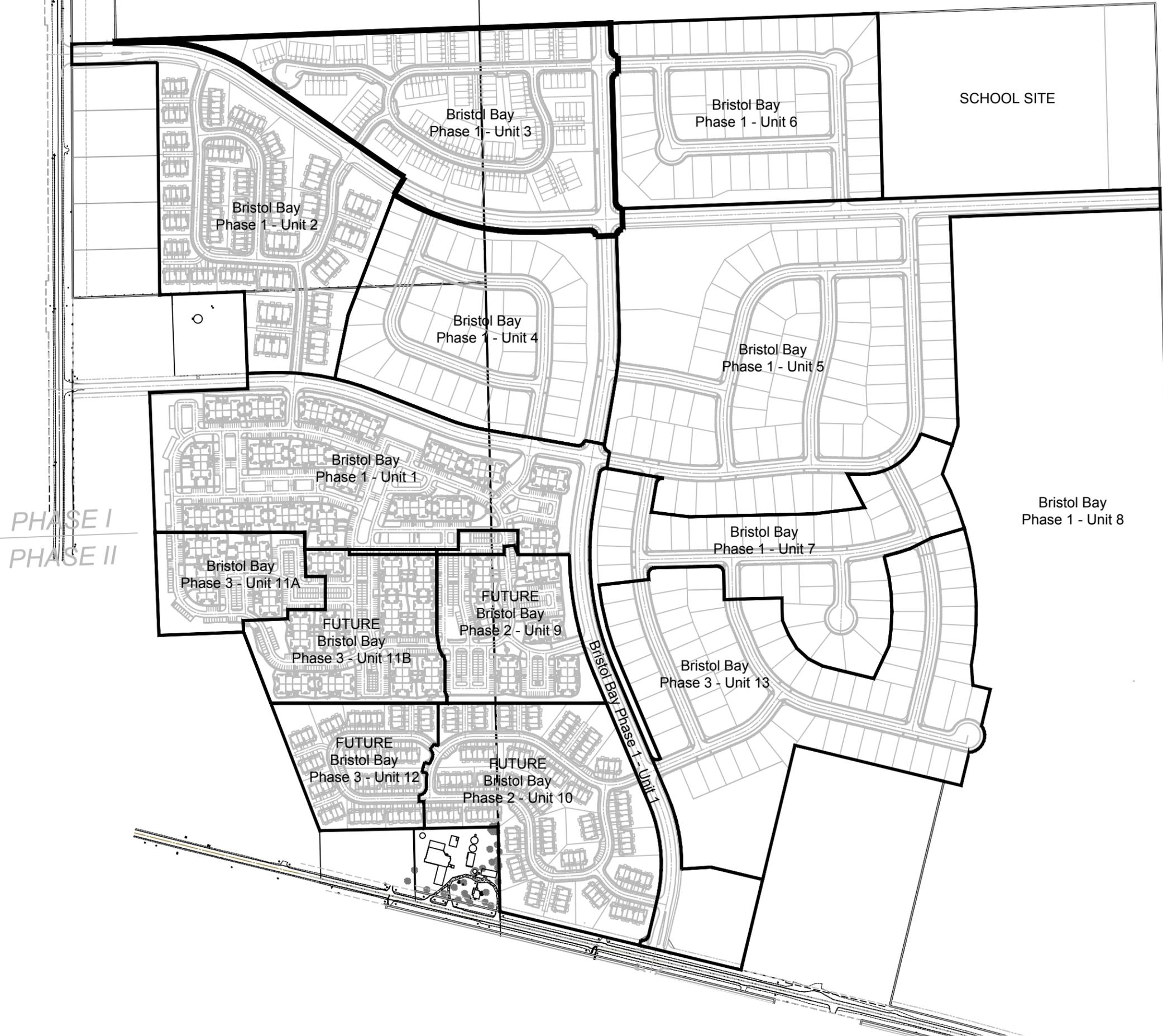
NO.	DATE	REVISIONS

DATE:	November 2017
PROJECT NO.:	YO1748
BY:	KKP
PATH:	H:\GIS\PUBLIC\YORKVILLE\2017\
FILE:	YO1748-BB Unit 11



BRISTOL BAY





**BRISTOL BAY SUBDIVISION
 OVERALL LAYOUT**

REVISIONS	DRAWN BY:	DATE:	PROJECT NO.
1.	K.B	10-30-06	040736
2.	DESIGNED BY:	HORIZ. SCALE:	SHEET NO.
3.	CHECKED BY:	VERT. SCALE:	1
4.			
5.			



November 8, 2017

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

**Re: *Bristol Bay Resubdivision
United City of Yorkville
Kendall County, Illinois***

Krysti:

We have reviewed the submittal provided by Pulte for the proposed resubdivision and offer the following comments:

Annexation Agreement Amendment

Pulte's requests are listed below in italicized text.

- *Amendment needs to reflect the subplat of Lot 2048 in Unit 9 to Lots 2048A and 2048B, and Lot 2049 in Unit 11 to Lots 2049A and 2049B.*

See our comments below under final plats.

- *The requirement to post Development Bonds for the undeveloped portions of Units 9 and Unit 11 and the entirety of Units 10, 12 and 13 will be released and the amendment will require instead that a future developer posts the bonds as a condition to receiving a land development permit on a Unit by Unit basis. For the developed portions of Units 9 and 11, they were just completed, and we are working through acceptance and bond release separately through normal City process.*

We do not recommend the complete the release of performance security as a significant portion of the underground improvements were constructed and have not been accepted. We will recommend an amount of security to be provided once a punchlist is complete.

We are currently performing a punchlist inspection of the units in question. Depending on the results of the inspection, some items may need to be addressed immediately.

We are in agreement that the developed portions of Units 9 and 11 may follow the normal land development acceptance process.

Our records indicate the following bonds remain in place for the subject units.

Unit	Current Bond Amount	Surety	Bond Purpose
Unit 9	\$847,848.97	Arch Insurance Co., Bond # SU1114154	110% of sitework
Unit 9	\$151,468.83	Arch Insurance Co., Bond # SU1114157	110% of Landscaping
Unit 9	\$10,471.65	Arch Insurance Co., Bond # SU1114160	Site Dev. permit bond
Unit 10	\$19,103.42	Arch Insurance Co., Bond # SU1114161	Site Dev. permit bond
Unit 11	\$18,025.26	Arch Insurance Co., Bond # SU1114162	Site Dev. permit bond
Unit 11	\$657,233.93	Arch Insurance Co., Bond # SU1114155	110% of sitework
Unit 11	\$232,023.36	Arch Insurance Co., Bond # SU1114156	110% of Landscaping
Unit 12	\$7,869.78	Arch Insurance Co., Bond # SU1114163	Site Dev. permit bond
Unit 13	\$32,537.31	Arch Insurance Co., Bond # SU1114164	Site Dev. permit bond
Unit 2	\$147,400.00	International Fidelity #0504707	Bristol Bay Drive - Unit 2
Unit 1	\$24,200.00	International Fidelity #0504706	Bertram - Unit 1

- *Release the Development Bonds for RT 47 and Bertram Drive upon payment by Pulte of cash in the amounts below:*
 - *Bristol Bay Drive Sta Route 47 ROW to STA 204+25 Unit 2* **\$147,400**
 - *50 feet of Bertram Drive Unit 1* **\$24,200**

We are in agreement with the proposal. Please see the attached memo for the background on this issue.

- *Extend the fee locks provided in the 2010 amendment until 2025 to be coterminous with the Annexation Agreement.*

We have no comments on this item.

Final Plats

- We recommend that an aerial exhibit be created noting the proposed unit boundaries. This will be useful during Plan Commission and City Council meetings.
- The developer should comment as to why the “townhome lots” are not included. Perhaps the creation of one single lot will accomplish what is necessary.
- Easements will need to be provided for the City to gain access to the installed utilities.
- All lots are to be numbered, without the use of letters.

- According to the PU&DE note a PU&DE is being granted, if this is the case then easement provisions are needed on the plat.
- Lot numbers 20418 and 2049 in the PU&DE note are not correct.
- It appears that Lots 2049A and 2049B are owned by the Bristol Bay Condo Association and Lot 2048B is owned by Centex Homes. If this is the case, then 2 ownership certificates are needed.

If you have any questions or if you require additional information, please call.

Very truly yours,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.
Vice President

BPS/dm

pc: Mr. Bart Olson, City Administrator (Via e-mail)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Eric Dhuse, Director of Public Works (Via e-mail)
Ms. Lisa Pickering, Deputy Clerk (Via e-mail)
Ms. Kathy Field-Orr, City Attorney (Via e-mail)
Mr. Joe Marx, Pulte (Via e-mail)
JAM, EEI (Via e-mail)



Memorandum

To: Bart Olson, City Administrator
From: Joe Wywrot, City Engineer
CC: Lisa Pickering, Deputy City Clerk
Eric Dhuse, Director of Public Works
Date: December 10, 2009
Subject: Bristol Bay Units 1, 2, & 6 – Final Acceptance & Bond Adjustments

Centex Homes has requested that the city accept the public improvements in Bristol Bay Units 1, 2, and 6 for ownership and maintenance. Unit 1 is generally located south and west of the Rosenwinkel/Bertram intersection; Unit 2 is located near the northwest corner of Bristol Bay, south of Bristol Bay Drive, and Unit 6 is located northeast of the Rosenwinkel/Bristol Bay Drive intersection. See the attached map for exact locations. The remaining punchlist items for Unit 1 are:

- Provide satisfactory record drawings. A few minor revisions need to be done.
- Re-route the electrical service for five streetlights on Rosenwinkel Drive north of Galena.

The punchlists for Units 2 and 6 have been completed. Bills of Sale are currently being prepared, and will be ready by next week.

Corresponding to final acceptance are adjustments to the bonds currently in place for each of these units, to remain in place during the warranty period:

For Unit 1, Armor Assurance Co. Bond #ARM10687 for earthwork should be reduced by the amount of \$5,708.23; the remaining earthwork bond amount would be \$19,876.99. Armor Assurance Co. Bond #ARM10350 for sitework should be increased by the amount of \$277,820.00; the remaining sitework bond amount would be \$387,015.16. Safeco Insurance Co. Bond #6544060 for landscaping should be reduced by the amount of \$11,489.89; the remaining landscape bond amount would be \$16,537.38.

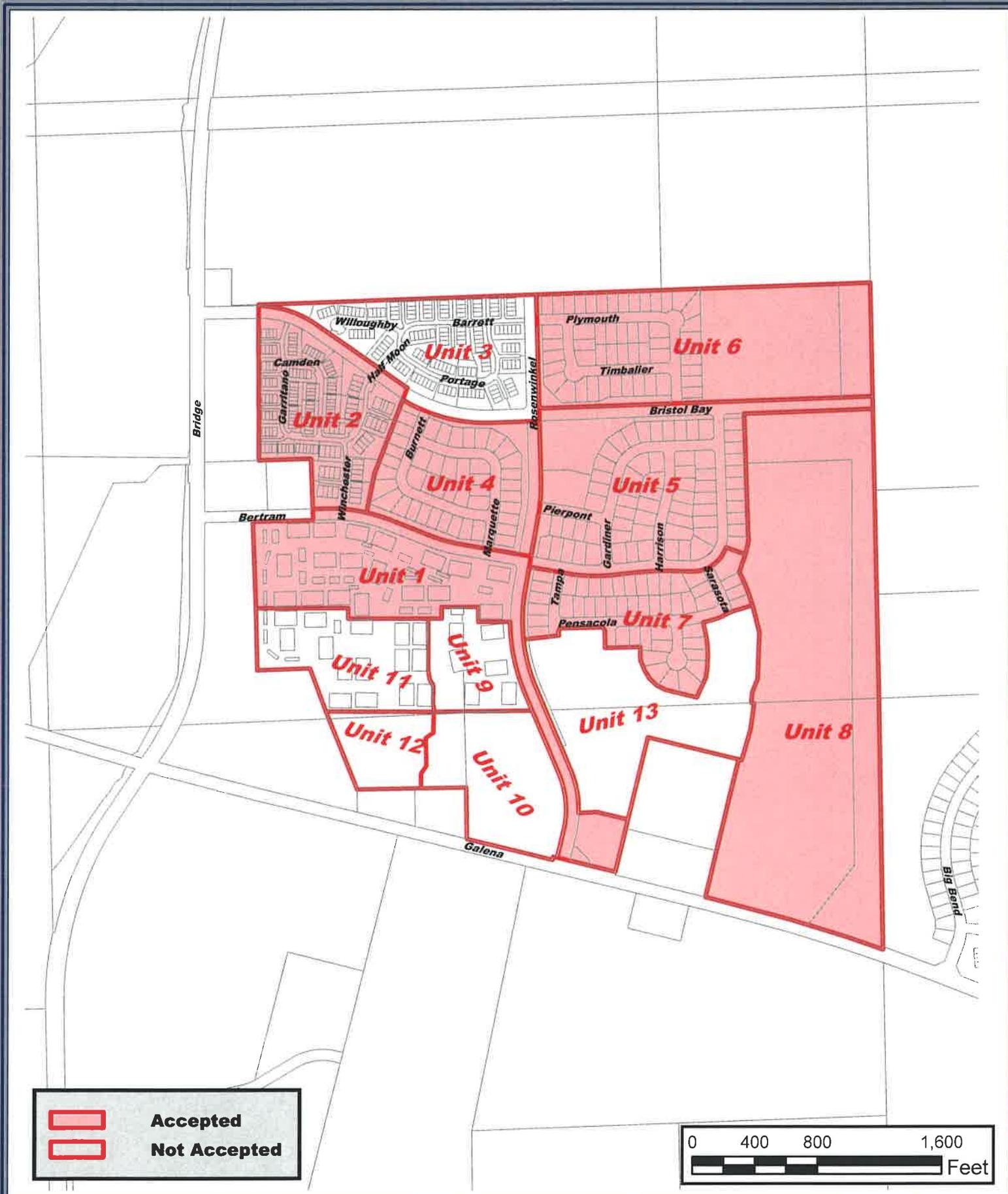
For Unit 2, Armor Assurance Co. Bond #ARM10688 for earthwork should be reduced by the amount of \$4,086.77; the remaining earthwork bond amount would be \$14,230.81. Armor Assurance Co. Bond #ARM10351 for sitework should be increased by the amount of \$25,969.37; the remaining sitework bond amount would be \$191,486.55. Safeco Insurance Co. Bond #6544061 for landscaping should be reduced by the amount of \$9,223.92; the remaining landscape bond amount would be \$13,275.96.

For Unit 6, Armor Assurance Co. Bond #ARM10692 for earthwork should be reduced by the amount of \$7,495.09; the remaining earthwork bond amount would be \$26,099.16. Armor Assurance Co. Bond #ARM10355 for sitework should be increased by the amount of \$88,604.21; the remaining sitework bond amount would be \$123,775.94. Safeco Insurance Co. Bond #6544065 for landscaping should be reduced by the amount of \$12,546.37; the remaining landscape bond amount would be \$14,847.60.

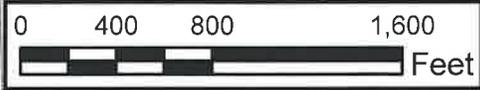
Please refer to the attached spreadsheets for the bond adjustment details. The sitework bonds for all three units had previously been reduced below the amount normally allowed by city ordinance. This was done to comply with Section 11A of the Bristol Bay development agreement, which allowed for a Special Service Area bond to supplement conventional bonding. Upon acceptance, however, the amounts of the conventional bonds need to be adjusted to cover the full 10% warranty amount.

Bertram Drive in Unit 1 and Bristol Bay Drive in Unit 2 were not extended to the boundaries of those units. Bertram Drive stopped about 50 feet short of the boundary due to grade differences with the adjoining property. Bristol Bay Drive stopped about 325 feet short of the boundary because that section of roadway will be constructed as part of Centex's Route 47 improvements. Bertram Drive will be extended by the Northgate developer. The estimated cost of these two extensions is \$22,000 for Bertram Drive and \$134,000 for Bristol Bay Drive. We should require a bond in the amount of \$171,600 (110% of the estimated costs) to guarantee the extension of these roadways.

I recommend that the public improvements for Bristol Bay Units 1, 2, and 6 be accepted by the city for ownership and maintenance, subject to a one-year warranty period, completion of the Unit 1 punchlist during the warranty period, receipt of a satisfactory bond in the amount of \$171,600 to extend Bertram and Bristol Bay Drives, and receipt of satisfactory warranty bonds for in the amounts listed above. Please place this item on the December 15, 2009 Public Works Committee agenda for consideration.



	Accepted
	Not Accepted



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

DATE:	October 2015
PROJECT NO.:	YO1234
BY:	KKP
PATH:	H:\GIS\PUBLIC\YORKVILLE\01234
FILE:	YO1234-Location.mxd

**BRISTOL BAY
 LOCATION MAP AND
 DEVELOPMENT STATUS**

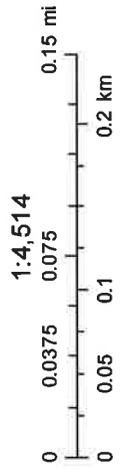


Bristol Bay



November 6, 2017

- Arrow 100 — From To 400 — Tip 100
- Arrow 400 — Hook 100 — Tip 400
- From To 100 — Hook 400 — Road Names



1:4,514

Kendall County Illinois GIS



Memorandum

To: Plan Council
From: Krysti Barksdale-Noble, Community Development Director
Date: November 6, 2017
Subject: **PZC 2017-14 Bristol Bay (Annex. Agmt. Amendment & Final Plat)**
Proposed Annexation Agreement Amendment and Final Plat

I have reviewed the applications for Annexation Agreement Amendment and Final Plat approval for Units 9 and Unit 11 received October 30, 2017 as submitted by Centex Homes, petitioner. As indicated, the petitioner is seeking Annexation Agreement Amendment and Final Plat approval for approximately 15.85-acres of land located within the Bristol Bay residential subdivision.

Based upon my review of the application documents and plans, I have compiled the following comments:

ANNEXATION AGREEMENT AMENDMENT/ FINAL PLAT COMMENTS:

1. **SUBPLATTING OF LOTS WITHIN UNITS 9 & 11** – Per the 1st Amended Annexation Agreement for Bristol Bay via Ord. 2010-32, it was contemplated in Section 7: *Agreement to Consider Replacement of Condominiums with Townhomes or Single-Family Detached Homes* that future replatting of portions of the Bristol Bay subdivision may occur. Section 7, paragraphs a and b read as follows:
 - a. Centex desires to have the ability to replace any or all of the remaining condominium units with townhomes or single-family detached homes and shall provide to the City a fiscal impact analysis demonstrating no negative impact or current homeowners' association assessments or special service area payments.
 - b. The City agrees to and act in good faith and act in a reasonable manner upon any submittal of preliminary plan for the replacement of condominium buildings with townhomes and/or single-family detached homes under the normal plan review process in accordance with the Developer's request in paragraph 6a above. Nothing contained within this paragraph shall be construed as an approval of a land-use plan or related documents. All land-use plan amendments shall be considered an amendment to the annexation agreement and shall be processed as such.
2. Centex Homes is requesting the release of existing bonds for only the undeveloped portions of Units 9 and 11 and full release all security in place for Units 10, 12 and 13 and instead will require that a future developer post the bonds as a condition to receiving approval for a development permit on a unit-by-unit basis. Centex Homes is currently working with the City Engineer to finalize the acceptance of public improvements in the developed portions of Units 9 and 11, and creating an updated punchlist of work items for all the undeveloped areas in Units 9, 11, 10, 12 and 13.
 - a. Staff recommends that if any public improvements and/or underground utilities have been installed within the undeveloped portions of the Bristol Bay Subdivision, that those improvements remain bonded for as was done in the Kendallwood Estates development in November 2012 (see attached Recorded

Doc. No. 201300000684. We defer further commentary to the engineering review comments from Engineering Enterprises, Inc., (EEI) the City's consultant.

3. Current security amounts for these units are as follows:

Development Name	Original Security Amount	Current Security Amount (as of 10-31-17)	Surety Doc. No.	Purpose
Bristol Bay Unit 9	\$1,453,294.78	\$847,848.97	Arch Insurance Co., Bond #SU1114154	110% Site of work
	\$151,468.83	\$151,468.83	Arch Insurance Co., Bond #SU1114157	110% of Landscaping
	\$10,471.65	\$10,471.65	Arch Insurance Co., Bond #SU1114160	Site Dev. Permit Bond.
Bristol Bay Unit 10	\$19,103.42	\$19,103.42	Arch Insurance Co., Bond #SU1114161	Site Dev. Permit Bond.
Bristol Bay Unit 11	\$18,025.26	\$18,025.26	Arch Insurance Co., Bond #SU1114162	Site Dev. Permit Bond
	\$1,309,846.19	\$657,233.93	Arch Insurance Co., Bond #SU1114155	110% of Site work
	\$232,023.36	\$232,023.36	Arch Insurance Co., Bond #SU1114156	110% of Landscaping
Bristol Bay Unit 12	\$7,869.78	\$7,869.78	Arch Insurance Co., Bond #SU1114163	Site Dev. Permit Bond
Bristol Bay Unit 13	\$32,537.31	\$32,537.31	Arch Insurance Co., Bond #SU1114164	Site Dev. Permit Bond

4. Request for release of the development bonds for Route 47 and Bertram Drive upon payment by Pulte of the cash in the amount of **\$171,600** to the City, as detailed below:

- Bristol Bay Drive STA Route 47 ROW to STA 204+25 Unit 2 **\$147,400**
- 50 feet of Bertram Drive Unit 1 **\$24,200**

a. Per the 1st amended annexation agreement in 2010, it stated in Sections 4 and 5, the City waived the developer's obligations to construct the intersection improvements of Galena Road and Bristol Bay Drive and at Route 30, as these would now be City obligations. Further, the amended agreement stated that the City will return and bond held by the City as security for said roadway upon the completion and City acceptance of Bristol Bay Drive to the IDOT right-of-way to Route 47 by Centex. According to the City Engineer, this work has been completed and accepted, therefore the release is favorable.

5. Requested extension of fee locks provided in the 2010 1st annexation agreement amendment until the year 2025 to be coterminous with the annexation agreement.

a. Staff has discussed this request with the City Administrator and recommends that the existing fee and ordinance lock extension to April 25, 2018, as approved in 2010 via Ord. 2010-32, remain in effect. It is the City's position that as presented, the undeveloped portions of Units 9-13 have no definite plan for construction as currently platted or otherwise redeveloped. Therefore, an extension of fees for an

additional seven (7) years is unwarranted. Should a future land plan for these units be provided or redevelopment of the area occurs as currently platted, the new developer can approach the City with a request for fee reduction/fee lock at that time.



United City of Yorkville

County Seat of Kendall County
800 Game Farm Road
Yorkville, Illinois 60560
Telephone: 630-553-8545
Website: www.yorkville.il.us

November 9, 2017

Rob Getz
Pulte Home Company, LLC
1900 E. Golf Road, Suite 300
Schaumburg, Illinois 60173

(VIA POSTAL MAIL & E-MAIL)

RE: Bristol Bay PUD - Request for Annexation Agreement Amendment & Final Plat Approval

Dear Mr. Getz,

This correspondence is intended to follow-up on the recent Plan Council meeting held on November 9, 2017 to discuss the proposed Annexation Agreement Amendment and Final Plat approval applications for the Bristol Bay PUD residential subdivision. Per that discussion, below are the additional comments presented during the Plan Council meeting for which subsequent information, revised plans and/or a written response is requested. These comments are in addition to the comments previously prepared as part of the Plan Council packet.

Engineering Comments:

1. *Performance Security Release.* As discussed in the Plan Council meeting, staff does not recommend the full release of the development bonds within the undeveloped portions of Units 9, 10, 11, 12 and 13, due to existing underground utilities/public improvements. Therefore, a reduction in bond amount will be the recommendation based upon an updated punchlist performed by the City's engineer, EEI.
 - Centex Homes continues to request a full release of the bonds in the undeveloped areas of Units 9, 10, 11, 12 and 13, as well as a waiver of the 1-year maintenance period upon completion of the punchlist items. Additional review by city staff and outside agencies (Bristol Kendall Fire District and Yorkville Bristol Sanitary District) is needed before further comments can be provided.
 - The City has requested a deadline for the completion of the punchlist items by December 13, 2017 in order to move forward to the Public Works Committee with a recommendation for acceptance.
 - Centex Homes has agreed to create a standalone record drawing for all completed infrastructure within this area, either by unit or as an overall utility map.

- Although not discussed at the Plan Council meeting, staff will recommend that the security guarantee be increased from 110% of the EOPC as stipulated in the current annexation agreement to 120% of the EOPC to be consistent with the current Subdivision Control Ordinance standards.
- 2. *Easements.* City has requested that easements will need to be provided for the City to gain access to the installed utilities.
 - Centex Homes to confirm utilities are in appropriated lots within blanket easements.
- 3. *Final Plats.* City has requested that an aerial exhibit be prepared noting the proposed unit boundaries.
 - Centex Homes has agreed to submit an aerial based exhibit indicating the unit boundaries and numbered lots.

Community Development Comments:

1. *Annexation Agreement Amendment.* City has requested the following additional language be added to the provisions of the requested amended annexation agreement:
 - Stipulation that no building permit can be issued or approved for the undeveloped areas within Units 9, 10, 11, 12 and 13 until such time full security for all outstanding site work, development, landscaping and public improvements have been submitted.
2. *Overgrown grass/vegetation.* The undeveloped lots will need to be mowed prior to approval of the requests and future maintenance of the lots shall be maintained per the City's current property maintenance standards. Contact information of the future buyer/purchaser of the lots or their designee (i.e., property maintenance company, site manager, etc.) shall be provided to City staff upon sale of the property.
3. *Fee Lock Extension.* Centex Homes had requested an extension of the building permit fees for the Bristol Bay PUD until 2025 to be coterminous with the expiration of the annexation agreement.
 - Centex has decided to withdraw this request in response to City staff's comments provided in the Plan Council memo dated November 6, 2017 and a likely unfavorable recommendation to City Council.
4. *Temporary Access Barricades.* Staff inquired if any incomplete roads or temporary access points within the undeveloped area will be barricaded for safety concerns.
 - Centex is considering barricading the temporary access off of Rosenwinkle Street. A map of the proposed barricaded locations will be provided by Centex Homes for review by City staff and BKFD.
5. *Recapture.* Section 2, paragraph g of the 1st amendment to the Bristol Bay Annexation Agreement (Ord. 2010-32) referenced future recapture owed to Centex in the amount of \$2,412,063 with interest will be recovered from future developers/owners of property located south of Galena Road.
 - Centex has indicated they are aware that the Recapture Agreement for the Bristol Bay portion of the Rob Roy Interceptor was approved by the City but not recorded against such properties south of Galena Road. While they intend to revisit this discussion with the City, it will be separate from this request at a future date.

Revised plans and/or responses to the comments requested herein should be provided no later than **Monday, November 27, 2017**, so that staff may incorporate the necessary information into the

Economic Development Committee memorandum regarding the requests. Should you have any questions, please feel free to contact me at 630-553-8573, or via email: knoble@yorkville.il.us.

Sincerely,

Krysti J. Barksdale-Noble, AICP
Community Development Director

Cc: Bart Olson, City Administrator (via e-mail)
Kathleen Field-Orr, City Attorney (via e-mail)
Brad Sanderson, EEI, City Engineer (via e-mail)
Eric Dhuse, Public Works Director (via e-mail)
Peter Ratos, Building Code Official (via e-mail)
Jason Engberg, Senior Planner (via e-mail)
Mike Torrence, Fire Marshal BKFD (via e-mail)

Application For Amendment

STAFF USE ONLY

Date of Submission PC#

Development Name

Applicant Information

Name of Applicant(s)

Business Address

City State ZIP

Business Phone Business Fax

Business Cell Business E-mail

Property Information

Name of Holder of Legal Title

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

Property Street Address

Description of Property's Physical Location

Zoning and Land Use of Surrounding Parcels

North	
East	
South	
West	

Current Zoning Classification

Kendall County Parcel Number(s) of Property

Refer to Final Plat	

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

Application For Amendment

Property Information

Name of Agreement

Date of Recording

Summarize the items to be amended from the existing agreement:

- Amendment needs to reflect the subplat of Lot 2048 in Unit 9 to Lots 2048A and 2048B, and Lot 2049 in Unit 11 to Lots 2049A and 2049B.
- The requirement to post Development Bonds for the undeveloped portions of Units 9 and Unit 11 and the entirety of Units 10, 12 and 13 will be released and the amendment will require instead that a future developer posts the bonds as a condition to receiving a land development permit on a Unit by Unit basis. For the developed portions of Units 9 and 11, they were just completed and we are working through acceptance and bond release separately through normal City process.
- Release the Development Bonds for RT 47 and Bertram Drive upon payment by Pulte of cash in the amounts below:
 - o Bristol Bay Drive Sta Route 47 ROW to STA 204+25 Unit 2 \$147,400
 - o 50 feet of Bertram Drive Unit 1 \$24,200

Additional Contact Information

Attorney

Name

Address

City State ZIP

Phone Fax

E-mail

Engineer

Name

Address

City State ZIP

Phone Fax

E-mail

Land Planner/Surveyor

Name

Address

City State ZIP

Phone Fax

E-mail

Application For Amendment

Attachments

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

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

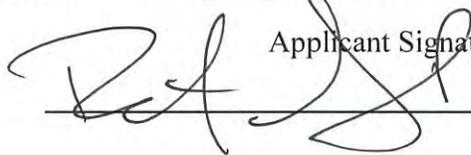
Applicant must attach a true and correct copy of the existing agreement and title it as "Exhibit C".

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

Agreement

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

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


Applicant Signature

Date
11/29/17

Robert Getz
VP Land Acquisition - Centex

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

 - JoAnne M. Bowers

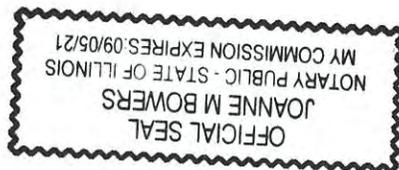


EXHIBIT A – BRISTOL BAY ANNEXATION AGREEMENT AMENDMENT

Below is the list of the items that Pulte is requesting to address in an amendment to the Bristol Bay Annexation Agreement:

- Amendment needs to reflect the subplat of Lot 2048 in Unit 9 to Lots 2048A and 2048B, and Lot 2049 in Unit 11 to Lots 2049A and 2049B.
- The requirement to post Development Bonds for the undeveloped portions of Units 9 and Unit 11 and the entirety of Units 10, 12 and 13 will be released and the amendment will require instead that a future developer posts the bonds as a condition to receiving a land development permit on a Unit by Unit basis. **For the developed portions of Units 9 and 11, they were just completed and we are working through acceptance and bond release separately through normal City process.**
- Release the Development Bonds for RT 47 and Bertram Drive upon payment by Pulte of cash in the amounts below:
 - Bristol Bay Drive Sta Route 47 ROW to STA 204+25 Unit 2 **\$147,400**
 - 50 feet of Bertram Drive Unit 1 **\$24,200**
- Extend the fee locks provided in the 2010 amendment until 2025 to be coterminous with the Annexation Agreement.



United City of Yorkville
 800 Game Farm Road
 Yorkville, Illinois, 60560
 Telephone: 630-553-4350
 Fax: 630-553-7575
 Website: www.yorkville.il.us

APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

INTENT AND PURPOSE:

The purpose of this application is to allow land to be divided and distributed in a way that conforms to the City of Yorkville's standards and enhances the land's value. Preliminary Plans and Final Plats allow the City Staff and local government to review how land will be developed and if it is ideal for that location within the city. This application is used to submit new preliminary plans and final plats but may also be used to ammend either of those documents.

This packet explains the process to successfully submit and complete an Application for a Preliminary Plan and Final Plat. It includes a detailed description of the process and the actual application itself. Please type the required information in the application on your computer. The application will need to be printed and signed by the applicant. The only item that needs to be submitted from this packet is the application. The rest of the packet is to help guide you through the process unto completion.

APPLICATION PROCEDURE:



STAGE 1: APPLICATION SUBMITTAL

The following must be submitted to the Community Development Department:

- One (1) original signed application with legal description.
- Two (2) 11" x 17" copies each of the proposed drawings, location map, and site plan. Large items must be folded to fit in a 10" x 13" envelope.
- Appropriate filing fee.
- One (1) CD or portable USB drive containing an electronic copy (pdf) of each of the signed application (complete with exhibits), proposed drawings, location map, and site plan.
- Subdivision Plats: Three (3) full size copies and one (1) 11" by 17" copy depicting the originally platted lots, the proposed new lots, the proposed modifications and adjustments.

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

Applicant is responsible for making submittals to other review agencies such as Kendall County, Illinois Department of Transportation, Illinois Department of Natural Resources, U.S. Army Corps of Engineers, etc., to allow timely review by the City.

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



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

STAGE 2: PLAN COUNCIL REVIEW

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

STAGE 3: ECONOMIC DEVELOPMENT COMMITTEE

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

STAGE 4: PLANNING & ZONING COMMISSION PUBLIC HEARING

Applicant will attend a meeting conducted by the Planning & Zoning Commission. The Planning & Zoning Commission meets on the 2nd Wednesday of the Month at 7:00pm. The Planning & Zoning Commission will conduct a meeting on the request, discuss the request, and make a recommendation to City Council.

STAGE 5: CITY COUNCIL PUBLIC HEARING

Applicant must present the proposed subdivision replat to the City Council. The City Council meets the 2nd and 4th Tuesdays of every month at 7:00 p.m. in the Yorkville City Hall Council Chambers. The proposal will be discussed at the City Council hearing where formal voting takes place. City Council will make the final approval of the replatting.

STAGE 6: FINAL PLAT RECORDING

Once the final subdivision plat is approved by the City Council and all required documents, bonds, and letters of credit are submitted to the city, the final plat must be recorded with Kendall County. Submit the final plat mylar to the Deputy Clerk for signatures. When all city signatures are in place, the developer or his surveyor may take the mylar to the Kendall County Clerk for their signature. The next step is to have six (6) paper prints made and return to the Kendall County Recorder's office for recording. Kendall County requires the mylar and four (4) paper copies. The City of Yorkville requires that you submit two (2) recorded paper copies to the Deputy Clerk.



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

DORMANT APPLICATIONS

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

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

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

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



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APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$
ANNEXATION	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$250 = \$ \underline{\hspace{2cm}}$ <p style="text-align: center;"># of Acres Acres over 5 Amount for Extra Acres Total Amount</p>			
REZONING	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres		Total: \$
<i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i>			
$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$200 = \$ \underline{\hspace{2cm}}$ <p style="text-align: center;"># of Acres Acres over 5 Amount for Extra Acres Total Amount</p>			
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
$\underline{\hspace{2cm}} - 5 = \underline{\hspace{2cm}} \times \$10 = \underline{\hspace{2cm}} + \$250 = \$ \underline{\hspace{2cm}}$ <p style="text-align: center;"># of Acres Acres over 5 Amount for Extra Acres Total Amount</p>			
ZONING VARIANCE	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
PRELIMINARY PLAN FEE	<input type="checkbox"/> \$500.00		Total: \$
PUD FEE	<input type="checkbox"/> \$500.00		Total: \$
FINAL PLAT FEE	<input checked="" type="checkbox"/> \$500.00		Total: \$ 500
ENGINEERING PLAN REVIEW DEPOSIT	<input type="checkbox"/> Less than 1 acre <input type="checkbox"/> Over 1 acre, less than 10 acres <input checked="" type="checkbox"/> Over 10 acres, less than 40 acres <input type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$1,000.00 \$2,500.00 \$5,000.00 \$10,000.00 \$20,000.00	Total: \$ 5000
OUTSIDE CONSULTANTS DEPOSIT	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use: <input type="checkbox"/> Less than 2 acres <input type="checkbox"/> Over 2 acres, less than 10 acres <input checked="" type="checkbox"/> Over 10 acres	\$1,000.00 \$2,500.00 \$5,000.00	Total: \$ 5000
TOTAL AMOUNT DUE:			10,500



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APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

DATE: 10-26-17	PZC NUMBER:	DEVELOPMENT NAME: Bristol Bay
PETITIONER INFORMATION		
NAME: Rob Getz		COMPANY: Centex Homes, a Nevada general partnership
MAILING ADDRESS: 1900 E. Golf Road, Suite 300		
CITY, STATE, ZIP: Schaumburg, IL 60173		TELEPHONE: 312-720-6579
EMAIL: rob.getz@pultegroup.com		FAX: N/A
PROPERTY INFORMATION		
NAME OF HOLDER OF LEGAL TITLE: Bristol Bay Condo Assoc		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS: Lot 2048 - Unit 9 and Lot 2049 - Unit 11 of Bristol Bay		
TYPE OF REQUEST:		
<input type="checkbox"/> PRELIMINARY PLAN <input type="checkbox"/> FINAL PLAT <input type="checkbox"/> AMENDED PRELIMINARY PLAN <input checked="" type="checkbox"/> AMENDED FINAL PLAT		
TOTAL LOT ACREAGE: 21.678		CURRENT ZONING CLASSIFICATION: Bristol Bay PUD
ATTACHMENTS		
Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".		



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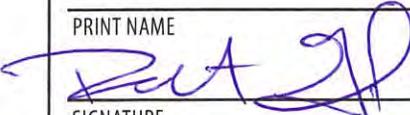
APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

ATTORNEY INFORMATION	
NAME: N/A	COMPANY:
MAILING ADDRESS:	
CITY, STATE, ZIP:	TELEPHONE:
EMAIL:	FAX:
ENGINEER INFORMATION	
NAME: Ken Huhn	COMPANY: HR Green
MAILING ADDRESS: 651 Prairie Pointe Drive, Suite 201	
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: 630-553-7560
EMAIL:	FAX: 630-553-7646
LAND PLANNER/SURVEYOR INFORMATION	
NAME: Bernard J. Bauer	COMPANY: HR Green
MAILING ADDRESS: 651 Prairie Pointe Drive, Suite 201	
CITY, STATE, ZIP: Yorkville, IL 60560	TELEPHONE: 630-553-7560
EMAIL:	FAX: 630-553-7646
AGREEMENT	
I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.	
I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.	
 _____ PETITIONER SIGNATURE	<u>October 27, 2017</u> _____ DATE
OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.	
 _____ OWNER SIGNATURE	<u>October 27, 2017</u> _____ DATE



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PETITIONER DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER: Rob Getz	FUND ACCOUNT NUMBER: Centex Homes, a Nevada	PROPERTY ADDRESS: 1900 E. Golf Road, Suite 300
APPLICATION/APPROVAL TYPE (check appropriate box(es) of approval requested):		
<input type="checkbox"/> CONCEPT PLAN REVIEW	<input type="checkbox"/> AMENDMENT (TEXT)	<input type="checkbox"/> ANNEXATION
<input type="checkbox"/> SPECIAL USE	<input type="checkbox"/> MILE AND 1/2 REVIEW	<input type="checkbox"/> ZONING VARIANCE
<input type="checkbox"/> FINAL PLANS	<input type="checkbox"/> PLANNED UNIT DEVELOPMENT	<input checked="" type="checkbox"/> FINAL PLAT
<p>PETITIONER DEPOSIT ACCOUNT FUND: It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the INVOICE & WORKSHEET PETITION APPLICATION. This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.</p>		
ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY		
NAME: Rob Getz		COMPANY: Centex Homes, a Nevada general partnership
MAILING ADDRESS: 1900 E. Golf Road, Suite 300		
CITY, STATE, ZIP: Schaumburg, IL 60173		TELEPHONE: 312-720-6579
EMAIL: rob.getz@pultegroup.com		FAX:
<p>FINANCIALLY RESPONSIBLE PARTY: I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/ Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.</p>		
Robert Getz		Vice President of Land Acquisition
PRINT NAME		TITLE
		October 27, 2017
SIGNATURE		DATE
ACCOUNT CLOSURE AUTHORIZATION		
DATE REQUESTED: _____	<input type="checkbox"/> COMPLETED	<input type="checkbox"/> INACTIVE
PRINT NAME: _____	<input type="checkbox"/> WITHDRAWN	<input type="checkbox"/> COLLECTIONS
SIGNATURE: _____	<input type="checkbox"/> OTHER	
DEPARTMENT ROUTING FOR AUTHORIZATION:	<input type="checkbox"/> COM. DEV.	<input type="checkbox"/> BUILDING <input type="checkbox"/> ENGINEERING <input type="checkbox"/> FINANCE <input type="checkbox"/> ADMIN.



▷ 651 Prairie Pointe Drive | Suite 201 | Yorkville, IL 60560
Main 630.553.7560 + Fax 630.553.7646

▷ HRGREEN.COM

**Resubdivision of Bristol Bay
Lot 2048 – Unit 9 and Lot 2049 – Unit 11
Legal Descriptions
HRG Job# 170554.01**

LOT 2048 OF BRISTOL BAY P.U.D. - UNIT 9, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 4 TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 2007 AS DOCUMENT 200700027593, IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

AND

LOT 2049 OF BRISTOL BAY P.U.D. - UNIT 11, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 4 TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 2007 AS DOCUMENT 200700027594 IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PREPARED ON OCTOBER 27, 2017

PREPARED BY: BERNARD J. BAUER
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003799
LICENSE EXPIRES: 11/30/2018

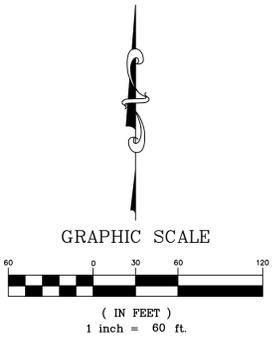


FINAL PLAT OF RESUBDIVISION OF BRISTOL BAY LOT 2048 - UNIT 9 AND LOT 2049 - UNIT 11

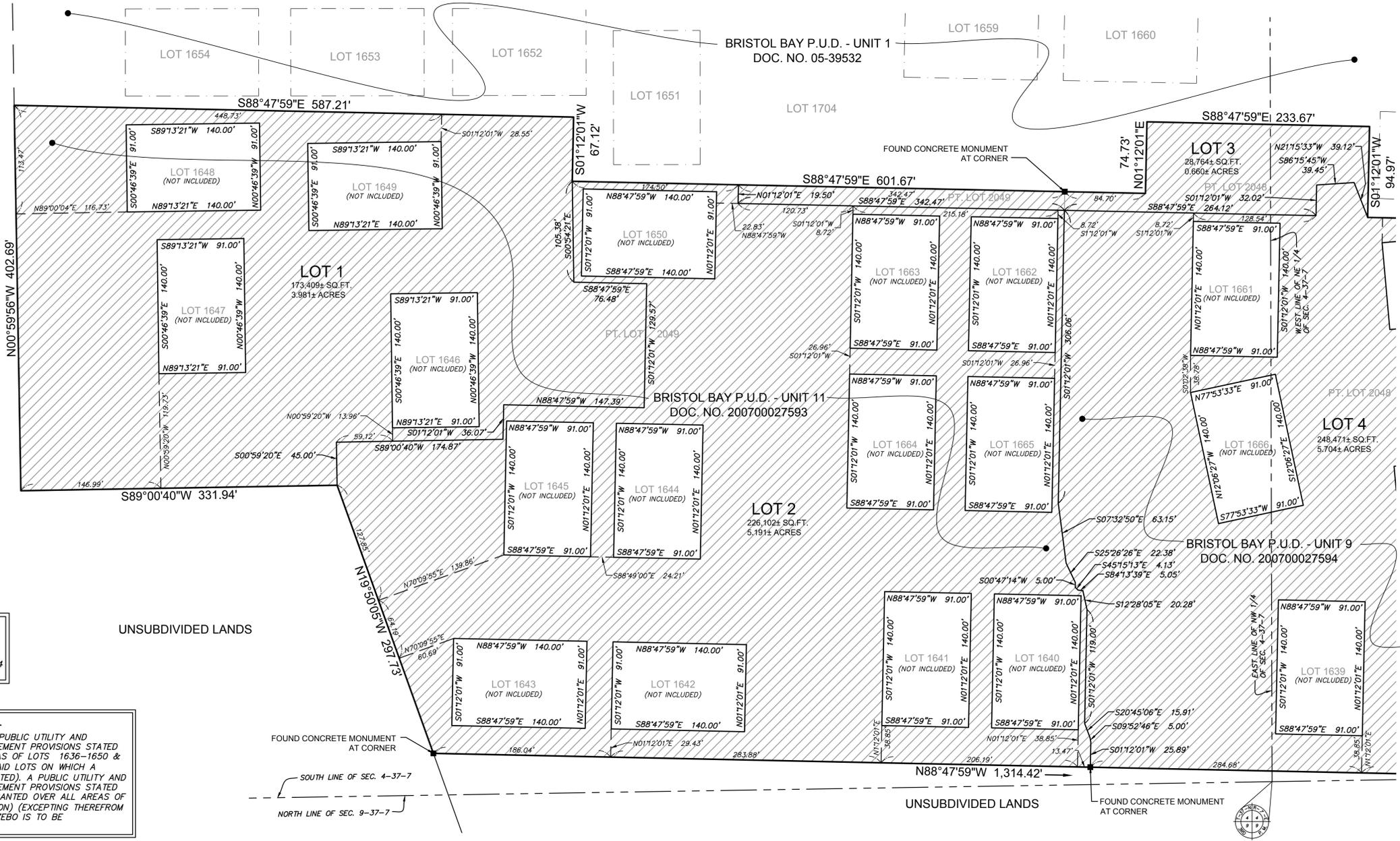
A RESUBDIVISION LOT 2048 OF BRISTOL BAY P.U.D. - UNIT 9, ACCORDING TO THE PLAT THEREOF, RECORDED AS DOCUMENT 200700027593 AND LOT 2049 OF BRISTOL BAY P.U.D. - UNIT 11, ACCORDING TO THE PLAT THEREOF, RECORDED AS DOCUMENT 200700027594, AND BEING PART OF THE SOUTH 1/2 OF SECTION 4-37-7 AND PART OF THE NORTHEAST 1/4 OF SECTION 9-37-7 IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS

PLAT PREPARED FOR:
 PULTE GROUP CORPORATION
 1901 NORTH ROSELLE, SUITE 300,
 SCHAUMBURG, ILLINOIS 60195

PROJECT CONTACT:
 MR. JOE MARX PHONE: (847) 525.7732
 EMAIL: JOSEPH.MARX@PULTEGROUP.COM



HR GREEN CONTACTS:
 KEN HUHN P.E., PROJECT MANAGER
 630-753-7560
 BERNARD J. BAUER P.L.S., PROJECT SURVEYOR
 630-753-7560



UNSUBDIVIDED LANDS



PUBLIC UTILITY & DRAINAGE EASEMENT NOTE:
 PER DOCUMENTS 200700027593 & 200700027594, A PUBLIC UTILITY AND DRAINAGE EASEMENTS, IN ACCORDANCE WITH THE EASEMENT PROVISIONS STATED THEREON, WERE HERETOFORE GRANTED OVER ALL AREAS OF LOTS 1636-1650 & 1661-1666 (EXCEPTING THEREFROM THAT PART OF SAID LOTS ON WHICH A PRINCIPAL RESIDENTIAL BUILDING IS TO BE CONSTRUCTED). A PUBLIC UTILITY AND DRAINAGE EASEMENT, IN ACCORDANCE WITH THE EASEMENT PROVISIONS STATED IN AFORESAID DOCUMENTS, WAS ALSO HERETOFORE GRANTED OVER ALL AREAS OF LOTS 2048 & 2049 (LOTS UNDERLYING THIS SUBDIVISION) (EXCEPTING THEREFROM THAT PART OF SAID LOT ON WHICH A GARAGE OR GAZEBO IS TO BE CONSTRUCTED).

LAND AREAS	
LAND USE	ACREAGE
PERIMETER OF RESUBDIVISION	21.678± AC.
LOTS 1639-1650 & 1661-1666 (NOT INCLUDED)	6.142± AC.
LOTS 2048A, 2048B, 2049A & 2049B	15.536± AC.

- MISCELLANEOUS NOTES:**
- THIS PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE.
 - 5/8" STEEL RODS SET @ ALL EXTERIOR CORNERS UNLESS OTHERWISE NOTED. 5/8" STEEL RODS WILL BE SET AT ALL INTERIOR CORNERS WITHIN 12 MONTHS OF RECORDATION.
 - DIMENSIONS ALONG CURVES ARE ARC DISTANCES UNLESS OTHERWISE NOTED.
 - NO DIMENSIONS SHALL BE ASSUMED BY SCALING.
 - ALL AREAS SHOWN HEREON ARE MORE OR LESS TO THE NEAREST SQUARE FOOT.
 - EXISTING ZONING FOR CONDOMINIUMS IS R-4 P.U.D. (UNITED CITY OF YORKVILLE)
 - OPEN SPACE TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION.
 - BEARINGS ARE BASED ON THE RECORDED PLAT OF SUBDIVISION (LOCAL COORDINATE SYSTEM)
 - SEE COVENANTS AND RESTRICTIONS AND CONDOMINIUM DECLARATIONS FOR EASEMENT PROVISIONS NOT SHOWN HEREON.

NO.	DATE	BY	REVISION DESCRIPTION
1	11/13/17	BJB	PER ECI COMMENTS
2	12/06/17	BJB	REVISED PLANNING & ZONING CERT.

Illinois Professional Design Firm # 184-001322
 651 Prairie Pointe Drive, Suite 201,
 Yorkville, Illinois 60560
 t. 630.553.7560 f. 630.553.7646
 www.hrgreen.com



FINAL PLAT OF RESUBDIVISION OF BRISTOL BAY LOT 2048 - UNIT 9 AND LOT 2049 - UNIT 11

BAR IS ONE INCH ON OFFICIAL DRAWINGS
 IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB
 APPROVED: MRF
 JOB DATE: 10/23/2017
 JOB NO: 171554.01

PREPARED ON [CURRENT DATE]
 PREPARED BY:
FOR REVIEW
 BERNARD J. BAUER
 ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3799
 LICENSE EXPIRES: 11/30/18

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.
 * Basis of bearings for this survey: RECORDED PLAT OF SUBDIVISION
 * No distance should be assumed by scaling.
 * No underground improvements have been located unless shown and noted.
 * No representation as to ownership, use, or possession should be hereon implied.
 * This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed.
 * Field work for this survey was completed on 10/24/2017
 * This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:
 PULTE GROUP CORPORATION
 Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

FINAL PLAT OF RESUBDIVISION OF BRISTOL BAY LOT 2048 - UNIT 9 AND LOT 2049 - UNIT 11

A RESUBDIVISION LOT 2048 OF BRISTOL BAY P.U.D. - UNIT 9, ACCORDING TO THE PLAT THEREOF, RECORDED AS DOCUMENT 200700027593 AND LOT 2049 OF BRISTOL BAY P.U.D. - UNIT 11, ACCORDING TO THE PLAT THEREOF, RECORDED AS DOCUMENT 200700027594, AND BEING PART OF THE SOUTH 1/2 OF SECTION 4-37-7 AND PART OF THE NORTHEAST 1/4 OF SECTION 9-37-7 IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS

PUBLIC UTILITY & DRAINAGE EASEMENT NOTE:

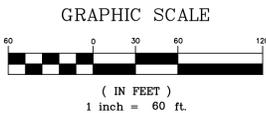
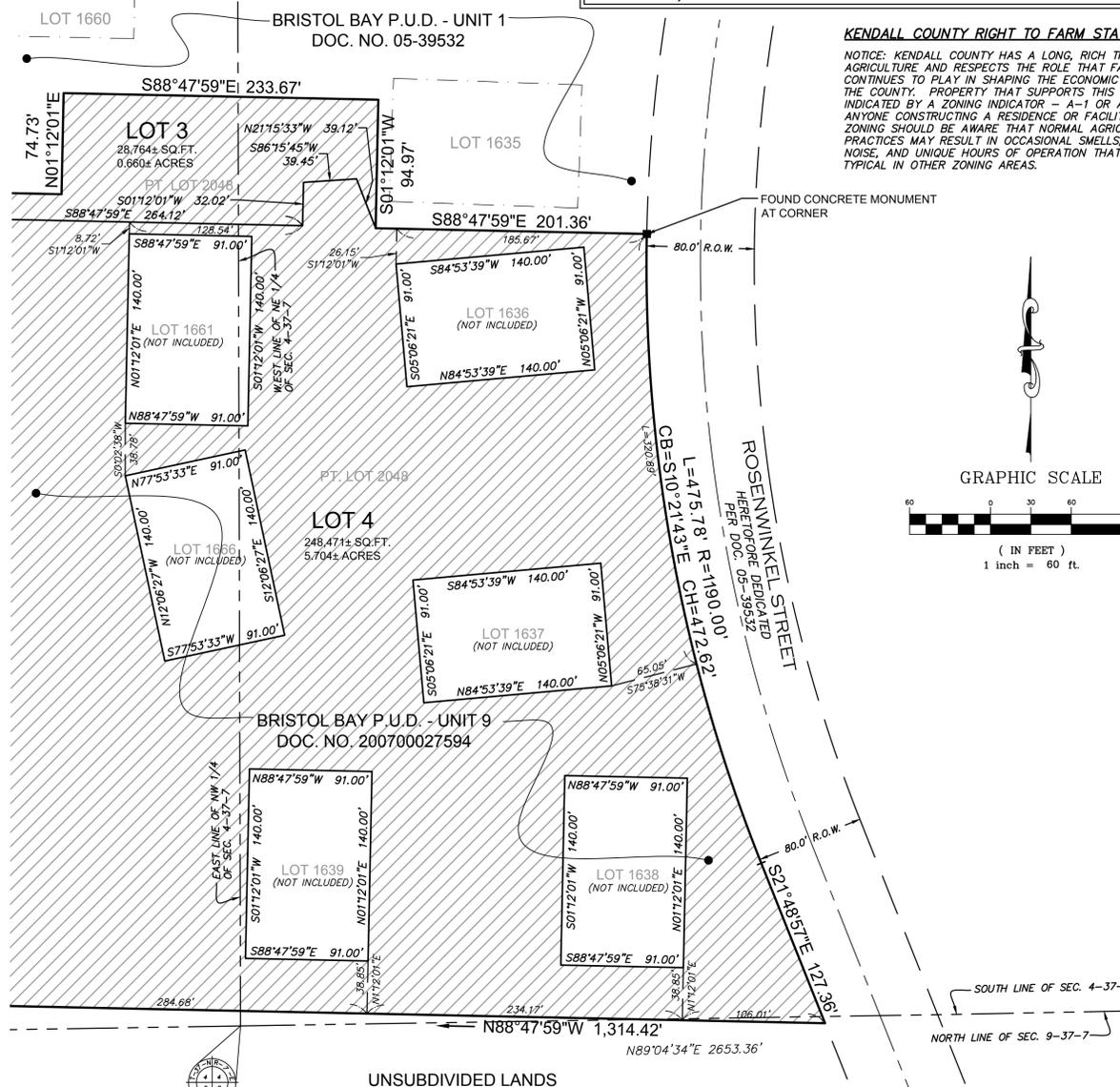
PER DOCUMENTS 200700027593 & 200700027594, A PUBLIC UTILITY AND DRAINAGE EASEMENT, IN ACCORDANCE WITH THE EASEMENT PROVISIONS STATED THEREON, WERE HERETOFORE GRANTED OVER ALL AREAS OF LOTS 1636-1650 & 1661-1666 (EXCEPTING THEREFROM THAT PART OF SAID LOTS ON WHICH A PRINCIPAL RESIDENTIAL BUILDING IS TO BE CONSTRUCTED). A PUBLIC UTILITY AND DRAINAGE EASEMENT, IN ACCORDANCE WITH THE EASEMENT PROVISIONS STATED IN AFORESAID DOCUMENTS, WAS ALSO HERETOFORE GRANTED OVER ALL AREAS OF LOTS 2048 & 2049 (LOTS UNDERLYING THIS SUBDIVISION) (EXCEPTING THEREFROM THAT PART OF SAID LOT ON WHICH A GARAGE OR GAZEBO IS TO BE CONSTRUCTED).

HATCH LEGEND

PUBLIC UTILITY & DRAINAGE EASEMENT AREA, PER DOCS. 200700027593 & 200700027594

KENDALL COUNTY RIGHT TO FARM STATEMENT

NOTICE: KENDALL COUNTY HAS A LONG, RICH TRADITION IN AGRICULTURE AND RESPECTS THE ROLE THAT FARMING CONTINUES TO PLAY IN SHAPING THE ECONOMIC VIABILITY OF THE COUNTY. PROPERTY THAT SUPPORTS THIS INDUSTRY IS INDICATED BY A ZONING INDICATOR - A-1 OR AG SPECIAL USE. ANYONE CONSTRUCTING A RESIDENCE OR FACILITY NEAR THIS ZONING SHOULD BE AWARE THAT NORMAL AGRICULTURAL PRACTICES MAY RESULT IN OCCASIONAL SMELLS, DUST, SIGHTS, NOISE, AND UNIQUE HOURS OF OPERATION THAT ARE NOT TYPICAL IN OTHER ZONING AREAS.



OWNERSHIP CERTIFICATE

STATE OF _____)
COUNTY OF _____) S.S.

THIS IS TO CERTIFY THAT _____ A(N) _____ LIMITED LIABILITY CORPORATION, IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED FOREGOING SURVEYOR'S CERTIFICATE AND HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS AND PUBLIC SERVICES; AND HEREBY ALSO RESERVES FOR ANY ELECTRIC, GAS, TELEPHONE, CABLE TV OR OTHER TELECOMMUNICATIONS COMPANY UNDER FRANCHISE AGREEMENT WITH THE UNITED CITY OF YORKVILLE, THEIR SUCCESSORS AND ASSIGNS, THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

THE UNDERSIGNED FURTHER CERTIFY THAT ALL OF THE LAND INCLUDED IN THIS PLAT LIES WITHIN THE BOUNDARIES OF YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115.

DATED AT _____ THIS _____ DAY OF _____, 20____

CORPORATION NAME _____

COMPLETE ADDRESS _____

BY: _____ SECRETARY _____
PRESIDENT _____

PRINTED NAME _____ PRINTED NAME _____

NOTARY CERTIFICATE

STATE OF _____)
COUNTY OF _____) S.S.

I, _____ NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, HEREBY CERTIFY THAT _____ AND _____ PERSONALLY KNOW TO ME TO THE PRESIDENT AND SECRETARY OF _____ AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____

NOTARY PUBLIC _____

OWNERSHIP CERTIFICATE

STATE OF _____)
COUNTY OF _____) S.S.

THIS IS TO CERTIFY THAT _____ A(N) _____ LIMITED LIABILITY CORPORATION, IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED FOREGOING SURVEYOR'S CERTIFICATE AND HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS AND PUBLIC SERVICES; AND HEREBY ALSO RESERVES FOR ANY ELECTRIC, GAS, TELEPHONE, CABLE TV OR OTHER TELECOMMUNICATIONS COMPANY UNDER FRANCHISE AGREEMENT WITH THE UNITED CITY OF YORKVILLE, THEIR SUCCESSORS AND ASSIGNS, THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

THE UNDERSIGNED FURTHER CERTIFY THAT ALL OF THE LAND INCLUDED IN THIS PLAT LIES WITHIN THE BOUNDARIES OF YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115.

DATED AT _____ THIS _____ DAY OF _____, 20____

CORPORATION NAME _____

COMPLETE ADDRESS _____

BY: _____ SECRETARY _____
PRESIDENT _____

PRINTED NAME _____ PRINTED NAME _____

NOTARY CERTIFICATE

STATE OF _____)
COUNTY OF _____) S.S.

I, _____ NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, HEREBY CERTIFY THAT _____ AND _____ PERSONALLY KNOW TO ME TO THE PRESIDENT AND SECRETARY OF _____ AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____

NOTARY PUBLIC _____

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.
* Basis of bearings for this survey: RECORDED PLAT OF SUBDIVISION
* No distance should be assumed by scaling.
* No underground improvements have been located unless shown and noted.
* No representation as to ownership, use, or possession should be hereon implied.
* This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed.
* Field work for this survey was completed on 10/24/2017
* This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:
PULTE GROUP CORPORATION
Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.
11/15/2017 9:42:27 AM
J:\2017\171554.01\Survey\Dwgs\FP-171554.01.dwg

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

I, _____ COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT HEREIN DRAWN. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT HEREIN DRAWN.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20____

COUNTY CLERK _____

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

I, _____ CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED OR THE REQUIRED GUARANTEE COLLATERAL HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED IMPROVEMENTS. DATED AT YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20____

CITY ENGINEER _____

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS. THIS _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M.

KENDALL COUNTY RECORDER _____

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20____

MAYOR _____

CITY PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

APPROVED AND ACCEPTED BY THE PLANNING AND ZONING COMMISSION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20____

CHAIRMAN _____

CITY ADMINISTRATOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20____

CITY ADMINISTRATOR _____

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, BY ORDINANCE No. _____ AT A MEETING HELD THIS _____ DAY OF _____, 20____

CITY CLERK _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

THIS IS TO CERTIFY THAT I, BERNARD J. BAUER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003799, AT THE REQUEST OF THE OWNER(S) THEREOF, HAVE SURVEYED, SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY:

LOT 2048 OF BRISTOL BAY P.U.D. - UNIT 9, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 4 TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 2007 AS DOCUMENT 200700027593, IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

AND

LOT 2049 OF BRISTOL BAY P.U.D. - UNIT 11, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 4 TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 2007 AS DOCUMENT 200700027594, IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT AND ACCURATE REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT NO PART OF THE ABOVE DESCRIBED PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY BASED ON FIRM MAP NO. 17093C0030G, BEARING AN EFFECTIVE DATE OF FEBRUARY 4, 2009 AND FIRM MAP NO. 17093C0030H, BEARING AN EFFECTIVE DATE OF JANUARY 8, 2014. ALL OF THE PROPERTY IS LOCATED IN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

I FURTHER CERTIFY THAT I HAVE SET ALL EXTERIOR SUBDIVISION MONUMENTS AND DESCRIBED THEM ON THIS FINAL PLAT, AND THAT ALL INTERIOR MONUMENTS SHALL BE SET AS REQUIRED BY STATUTE (ILLINOIS REVISED STATUTES 1989, CHAPTER 109 SECTION 1).

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE, ILLINOIS, WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

GIVEN UNDER MY HAND AND SEAL AT YORKVILLE, ILLINOIS, THIS _____ DAY OF _____, 20____

FOR REVIEW

BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)
ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 035-003799
LICENSE EXPIRATION DATE: 11/30/18

PIN: 02-04-375-020
02-04-375-021
02-04-376-153
02-04-450-005

NO.	DATE	BY	REVISION DESCRIPTION
1	11/13/17	BJB	PER ECI COMMENTS
2	12/06/17	BJB	REVISED PLANNING & ZONING CERT.

Illinois Professional Design Firm # 184-001322
651 Prairie Pointe Drive, Suite 201,
Yorkville, Illinois 60560
t. 630.553.7560 f. 630.553.7546
www.hrgreen.com



FINAL PLAT OF RESUBDIVISION OF BRISTOL BAY LOT 2048 - UNIT 9 AND LOT 2049 - UNIT 11

BAR IS ONE INCH ON
OFFICIAL DRAWINGS
IF NOT ONE INCH,
ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB
APPROVED: MRF
JOB DATE: 10/23/2017
JOB NO: 171554.01



December 4, 2017

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

Re: *Bristol Bay Resubdivision*
United City of Yorkville
Kendall County, Illinois

Krysti:

We are in receipt of the Final Plat dated November 13, 2017 prepared by HR Green. Our review of these plans is to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans.

All comments regarding the final plat have been addressed. If you have any questions or require additional information, please contact our office.

Sincerely,

ENGINEERING ENTERPRISES, INC.

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

Bradley P. Sanderson, P.E.
Vice President

TNP/nls

pc: Mr. Bart Olson, City Administrator (Via e-mail)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Eric Dhuse, Director of Public Works (Via e-mail)
Ms. Lisa Pickering, Deputy Clerk (Via e-mail)
Ms. Kathy Field-Orr, City Attorney (Via e-mail)
Mr. Joe Marx, Pulte (Via e-mail)
JAM, EEI (Via e-mail)

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
UNITED CITY OF YORKVILLE
CITY COUNCIL
PZC 2017-14**

NOTICE IS HEREBY GIVEN a public hearing shall be held on a second amendment to that certain Annexation Agreement (Bristol Bay Subdivision) dated April 26, 2005, as amended June 22, 2010, by and among Centex Homes (*Owner/Developer*), a Nevada General Partnership, and the United City of Yorkville, Kendall County, Illinois, on December 12, 2017 at 7:00 p.m. at City Hall at the United City of Yorkville, 800 Game Farm Road, Yorkville, Illinois for the purpose of amending the Bristol Bay Subdivision related to replatting portions of Units 9 and 11, relief of certain security requirements for those undeveloped portions of the aforementioned replatted units, release of certain development bonds and the extension of building permit, connection and impact fee locks in effect as of the date of the Original Agreement with no increases, other than those incurred by the City for water meters, on the development until April 25, 2025.

The Legal description is as follows:

Bristol Bay Lot 2048 of Unit 9

LOT 2048 OF BRISTOL BAY P.U.D. - UNIT 9, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 4 TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 2007 AS DOCUMENT 200700027593, IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

AND

Bristol Bay Lot 2049 of Unit 11

LOT 2049 OF BRISTOL BAY P.U.D. - UNIT 11, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 4 TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 2007 AS DOCUMENT 200700027594 IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

The public hearing may be continued from time to time without further notice being published.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois 60560, and will be accepted up to the date of the public hearing.

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

BETH WARREN
City Clerk

BY: Lisa Pickering
Deputy Clerk



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

Agenda Item Number

Consent Agenda #1

Tracking Number

ADM 2017-85

Agenda Item Summary Memo

Title: Facilities Manager Intergovernmental Agreement

Meeting and Date: City Council – December 12, 2017

Synopsis: See attachd memo.

Council Action Previously Taken:

Date of Action: ADM 11/15/17 Action Taken: Moved forward to CC consent agenda

Item Number: ADM 2017-85

Type of Vote Required: Approval

Council Action Requested: Majority

Submitted by: Erin Willrett
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: Administration Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: November 15, 2017
Subject: Facility Manager Intergovernmental Agreement

Summary

Review of a proposal to share a facility manager with Oswego.

Background

One of the discussion points coming out of the CMAP Shared Services Study with Oswego and Montgomery was the hiring of a facility manager. The idea is that both communities could benefit from the expertise of an individual in the facility management field, by consolidating planned maintenance items and putting schedules into place for both City's facilities, but neither community could justify a full-time employee. With this idea preliminarily discussed in the Shared Services Study, both Oswego and Yorkville put funds into their FY 18 budgets to discuss this idea. The timeline for the purchasing manager is still months out and requires some due diligence by both communities.

A draft intergovernmental agreement and job description is attached. The intergovernmental agreement is set up in the following concept – the facility manager will be Oswego's employee, with Yorkville paying half of the cost of the employee. The benefits, personnel policies, and management of the employee will fall to Oswego on a day-to-day basis, and the employee will be housed at Oswego Village Hall. Yorkville will receive an equal vote on the selection of the candidate and will receive authority to make recommendations for discipline and termination. Work projects will be managed through a joint relationship between the Yorkville Administrator and the Oswego Administrator. The employee will have considerable professional autonomy and an expectation to apply any benefits to both communities equally. Frequent reports will have to be given to each community to ensure that both sides are receiving an equal benefit. Both sides are asking for a five-year term and commitment on the agreement, for purposes of attracting a candidate. Practically, the agreement can be terminated by either party with 6-months notice, or immediately with the concurrence of both parties.

On a day-to-day basis, we expect the facility manager to take over all aspects of the operation and maintenance of municipal buildings for the Village and City. The individual should be reviewing needs of each facility and frequently directs contractors and employees on desired outcomes and deadlines. This person will oversee the condition of all facilities, including cleaning, repair, general maintenance and facility improvements and expansion. They would also prepare and recommends annual updates to the respective municipalities building plans.

Process

Both communities are reviewing the job description and intergovernmental agreement at a committee in November. I would anticipate both communities to spend at least 60 days reviewing and considering the position, which puts us into January for board level consideration of the position. If the agreement gets approved by both boards by January, we're looking at a job posting in

January/February, a formal job search with interviews in February/March and a start date in March or April. This is good timing and would have little impact on the FY 18 budget.

Recommendation

Staff recommends approval of the intergovernmental agreement with Oswego for a facility manager.

ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF OSWEGO AND THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, REGARDING JOINT EMPLOYMENT OF A FACILITIES MANAGER

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

WHEREAS, the Village of Oswego, Kendall and Will Counties, Illinois (“*Oswego*”) and the United City of Yorkville, Kendall County, Illinois (“*Yorkville*”) are prepared to enter into an intergovernmental agreement providing for the sharing of services pursuant to Section 5 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/5) in order to serve the operations of their respective governments in the most professional and cost efficient manner; and,

WHEREAS, Oswego and Yorkville require the services of a “Facilities Manager” to manage the construction, repair and maintenance of their respective governmental facilities and have determined that the needs of both municipalities may be served by a single employee; and,

WHEREAS, Oswego and Yorkville have agreed upon a job description and are prepared to jointly interview and select a person to fill the position as a “Facilities Manager” and share in the costs of training, wages, employment related taxes, insurance and benefits for this employee as well as reimbursements of travel and supplies, all as set forth in the Intergovernmental Agreement attached hereto.

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

“INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF OSWEGO AND THE UNITED CITY OF YORKVILLE REGARDING JOINT EMPLOYMENT OF A FACILITIES MANAGER”

attached hereto and made a part hereof is hereby approved; the Mayor and City Clerk are authorized to execute; and, the City Administrator is hereby authorized to proceed with any and all actions to implement its terms.

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

City Clerk

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

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

Mayor

Attest:

City Clerk



POSITION DESCRIPTION

Position Title: Facilities Manager

Reports to: Village Administrator of Oswego and Yorkville or designee

FLSA Status: Exempt

Status: Regular Full-Time

Grade: IX

Hours of Work: Primarily regular dayshift office hours, with evening and weekend hours as needed.

Statement of Duties

Position performs duties related to the operation and maintenance of municipal buildings for the Village of Oswego and the United City of Yorkville in a collaborative arrangement. Professional and administrative duties in the planning, developing, and implementing of building maintenance services in accordance with best practices and legal guidelines. Position identifies shared purchasing and contracting opportunities in developing long-range building maintenance plans, as well as managing routine maintenance on municipal buildings.

Supervision

Works under the direction of an intergovernmental agreement between the Village of Oswego and United City of Yorkville under the direction of the respective Village Administrators or their designees. Position works in accordance with the applicable statutes of the State of Illinois and local municipal ordinances. Employee functions independently, referring specific problems to the supervisor only where clarification or interpretation of Village policy or procedure is required.

Performs highly responsible functions of a complex and technical nature requiring the frequent exercise of judgment and initiative to ensure that facility maintenance planning maximizes public investment. Employee may provide direction to employees regarding building maintenance and work orders. Contracting and bidding processes are conducted in accordance with State and local laws and to accepted professional standards; employee works independently within established policies and procedures.

Job Environment

Work requires frequent contact with all Village and City departments, consultants and contractors, requiring administrative and technical knowledge, and ability to promote and protect the Village's best interests.

Employee frequently directs contractors and employees on desired outcomes and deadlines. Contacts may require considerable skill in negotiation, resourcefulness and discretion in influencing decisions and behavior of others.

Errors may result in financial loss, interruption in operations and/or exposing others to hazardous situations.

Position Functions

The essential functions or duties listed below are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to, or extension of the position.

Essential Functions

1. Oversees the condition of all Village facilities, including cleaning, repair, general maintenance and facility improvements and expansions. Oversight includes but is not limited to construction, plumbing, HVAC, fire protection systems, ancillary building equipment, electrical, carpentry, and painting.
2. Conducts regular inspection of municipal buildings to assess condition and maintenance needs. Conducts regular building safety inspections.
3. Prepares and recommends annual update to respective the Building Maintenance Plans for the Village of Oswego and United City of Yorkville. Prepares capital planning budgets and justifications, including cost estimates and developing justification for capital investments.
4. Monitors and approves expenditures, grants, state and federal money used in the construction and maintenance of municipal facilities and related equipment. Recommends purchases of equipment and services. Notifies supervisor of emergency expenditures that exceed budget and in accordance with purchasing policy.
5. Manages the work of building maintenance contracts; evaluates responses to bids and recommends selection of contractor. Administers contract, approves payment and evaluates work performed.

6. Responds to building emergencies and takes appropriate action. Maintains a Disaster and Evacuation Plan.
7. Seeks opportunities for service sharing, joint contracting or other innovative approaches to facilities maintenance that promote the efficiency and cost-effectiveness of municipal buildings.
8. Attends staff and governing board meetings as required and makes recommendations as assigned on subjects under discussion.
9. Performs other duties as required.

Recommended Minimum Qualifications

Physical and Mental Requirements

Employee works in a moderately loud office and outdoors on loud work sites. Occupational hazards include exposure to outdoor weather conditions, high places, confined spaces, toxic or caustic chemicals, fumes or airborne particles, moving mechanical parts, risk of electric shock, and cave-ins. Employee is required to stand, walk, sit, talk, listen, use hands, climb, balance, stoop, kneel, and reach with hands and arms while performing duties. Employee frequently lifts up to 10 lbs., occasionally lifts up to 60lbs., and seldom lifts up to or more than 100 lbs. Normal vision is required for the position. Equipment operated includes trucks in excess of 26,001 lbs., light trucks, automobile, heavy equipment, light equipment, medical equipment, pneumatic tools, power tools, hand tools, office machines and computers.

Education and Experience

Associate's degree plus three to five years' work experience in building maintenance, facility management, construction management or related activity or an equivalent combination of education and experience required. Management experience, including contract negotiation and budgeting, or demonstrated proficiency also required.

Valid driver's license required.

Knowledge, Skills and Abilities

A candidate for this position should have knowledge of:

- Knowledge of municipal government functions and practices.
- Considerable knowledge of general management and organization principles and practices.
- Ability to direct and supervise personnel.
- Knowledge of building, grounds, and facilities repair, renovation and construction techniques.

- Working knowledge of current materials, methods, tools and equipment used in building trades (carpentry electrical, painting, plumbing, and HVAC).
- Familiarity with HazMat, ADA and OSHA laws and associated regulations.

Skill in:

- Building maintenance cost estimating and budgeting.
- Working with people including persuasive communication and interpersonal skills as it applies to vendors, municipal staff and the general public.
- Grammar and business writing/correspondence
- Planning and prioritizing work

And ability to:

- Use plan, organize and coordinate work practices relating to building maintenance.
- Work independently and efficiently
- Keep information and records organized and to pay attention to detail
- Manage multiple tasks in a detailed, efficient manner

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
OSWEGO AND THE UNITED CITY OF YORKVILLE REGARDING JOINT
EMPLOYMENT OF A FACILITIES MANAGER**

This Agreement is entered into this ___ day of _____, 2017, by and between Village of Oswego (“OSWEGO”) and the United City of Yorkville (“Yorkville”), collectively referred to as the “parties.”

WHEREAS, OSWEGO is a home rule unit of local government organized and existing under the laws of the State of Illinois; and,

WHEREAS, Yorkville is a non-home rule unit of local government organized and existing under the laws of the State of Illinois; and,

WHEREAS, in addition to other powers possessed by the parties, this Agreement is entered into pursuant to Article VII of the Illinois Constitution and pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, *et. seq.*

WHEREAS, the parties wish to share the services of a Facilities Manager who will direct the operation and maintenance of the municipal buildings; and,

WHEREAS, a professional Facilities Manager will manage the budget, capital planning and contracts related to facility construction, repair and maintenance; and,

WHEREAS, employing a professional Facilities Manager is intended to result in streamlined maintenance and repair of the municipal buildings; and,

WHEREAS, OSWEGO agrees to employ the Facilities Manager and YORKVILLE will share fifty percent (50%) of all costs associated with the employment of Facilities Manager.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, IT IS HEREBY AGREED by the parties as follows:

1. RECITALS

The parties acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are hereby incorporated into this Agreement as if fully set forth in this Section 1.

Employment

The payment of wages to the employee and the accounting of liability and payment for all employment related taxes, insurance costs and benefit costs shall be the responsibility of OSWEGO.

Joint Hiring of Individual

The parties agree to jointly hire a Facilities Manager through normal job posting avenues to be decided by the Oswego Administrator and agreed to by the Yorkville Administrator. OSWEGO will draft an advertisement and post the position. The Yorkville Administrator and the Oswego Administrator, or their designee, will jointly select potential candidates and both parties will be present for any interviews with prospective employees. The decision to select a prospective employee will be jointly made by the Yorkville Administrator and Oswego Administrator, or their designee.

Cost Sharing

OSWEGO and YORKVILLE agree to share evenly (fifty percent to each) all costs related to the wages, costs, and benefits for the employee. Costs shared shall include the bi-weekly salary, reimbursements, payroll taxes, workers compensation insurance, the cost of payroll services, insurance and benefits including, health, life, dental and retirement benefits, travel reimbursement or Village vehicle for work use. OSWEGO shall perform or cause to be performed, as part of OSWEGO's role as employer, all federal, state and local employment withholding and tax reporting obligations. OSWEGO shall also provide payroll service to the employee and cover the employee under a workers compensation insurance policy that meets all applicable laws and statutes and is issued by an Illinois licensed insurer. Said costs shall be paid in full by OSWEGO and upon receipt of proper documentation, reimbursed at fifty percent by YORKVILLE to OSWEGO as invoiced by OSWEGO.

OSWEGO will provide for all typical offices supplies, specialized supplies, equipment and technology purchased for the purpose of managing purchasing process as agreed by OSWEGO and YORKVILLE and shared evenly. Costs incurred to provide services for either municipality and without the agreement of the other municipality shall be fully paid for by the municipality receiving the services.

The rate of pay and budget for professional development training, memberships and resources will be agreed to between the Administrators or designees of OSWEGO and YORKVILLE. The employee shall be employed in accordance with the OSWEGO Personnel Policies Manual and other policies applicable to similarly situated employees in OSWEGO. The Facilities Manager shall have no entitlement to compensation or benefits applicable to employees of YORKVILLE and shall not be subject to YORKVILLE's personnel policies and practices. Additional costs not specifically outlined in this agreement will be discussed and agreed to between the Administrators or their designees.

The Administrators recognize that the position may require significant travel within each individual municipality. The Administrators shall agree to either equally share the cost of travel for the Facilities Manager. If the Administrator's agree to issue the Facilities Manager a Village vehicle for work use, OSWEGO and YORKVILLE will each share fifty percent (50%) of the value of the issued vehicle. OSWEGO will invoice YORKVILLE the vehicle cost upon assigning the vehicle to the Facilities Manager, and share the cost of maintenance and repair of the vehicle. OSWEGO and YORKVILLE will share the profit of a disposed vehicle or transfer such profit to the purchase of a new vehicle for the Facilities Manager. If the Administrators agree to provide a mileage reimbursement or vehicle allowance to the Facilities Manager, the cost will be evenly divided.

If the required reimbursement payments are not made for any month due, OSWEGO will give notice to YORKVILLE and provide 30 days to cure. If the payment is not made within the time frame, the intergovernmental agreement is terminated. If OSWEGO elects to retain the employee, YORKVILLE will owe six months of pay. If OSWEGO elects to terminate the employee due to YORKVILLE's failure to pay, YORKVILLE will owe all unemployment costs. If the employee is terminated due to the dissolution of this agreement, the cost of unemployment insurance shall be divided.

Assignment of Duties

The duties of the employee shall be as provided in the job description (attached hereto and incorporated herein). The parties may modify the job description at any time by joint agreement.

The assignment of the employee and the hours and working conditions for the employee shall be as agreed to by the Administrators or their designees, and generally in accordance with the job description attached. In the event of conflicting priorities, the Facilities Manager shall identify priority projects and submit to the Administrators or their designees to review. The Administrators or designees shall reach an agreement on the employees priorities based.

The employee shall track hours worked by project and community on a weekly basis and remit to the Administrators or their designees.

All Personnel rules of OSWEGO that are applicable to the employee shall continue to apply to the employee when the employee is assigned to perform services for YORKVILLE pursuant to the intergovernmental agreement.

Discipline and/or Termination of Employment

Discipline and termination of the employee shall be in accordance with the OSWEGO Personnel Policies Manual. The YORKVILLE Administrator or designee shall have the authority to recommend discipline up to and including termination to the OSWEGO Administrator or designee who shall have the final authority to impose discipline.

Indemnify and Hold Harmless

- A. Any actions or duties taken, performed or omitted by the Facilities Manager on behalf of or with respect to a Municipality shall not create liability to the other Municipality. Nevertheless, in the event that a Municipality is made a defendant in a lawsuit (hereinafter, the "Defendant Municipality") as a result of actions or duties taken, performed or omitted by the Facilities Manager while assigned to a particular municipality (hereinafter the "Indemnifying Municipality"), the Indemnifying Municipality shall indemnify the Defendant Municipality, as follows. Each Municipality hereby indemnifies and holds harmless the other Municipality against and from any liability, claim, cost, or expenses (including without limitation court costs and attorneys fees) resulting from, relating or with respect to, actions or duties taken, performed or omitted by the Facilities Manager acting as such on behalf of or with respect to the Indemnifying Municipality.

- B. Any Workers' Compensation Claim made by the Purchasing Manager shall be paid under OSWEGO's Workers' Compensation Policy. If a significant claim is incurred, Yorkville shall share in a portion of the resulting premium increase for a term of five years.

- C. For any claims made by the Facilities Manager with respect to his/her employment, based on decisions implemented by OSWEGO following consultation with YORKVILLE, the liability, if any, for such claims shall be shared by the Municipality on the following basis: OSWEGO 50% and YORKVILLE 50%. A settlement offered for a claim with shared liability shall be agreed to by both Municipalities. The Municipality incurring such liability shall promptly issue an invoice to the other Municipality itemizing the payments to be reimbursed. The other Municipality shall pay the amount invoiced within sixty (60) days after receipt of the invoice. If any Municipality should learn or become aware of any claim or possible claim it shall notify the other Municipality immediately.

For all other claims made by the Facilities Manager with respect to his/her employment based on the acts or omissions of a Municipality, such claims shall not create liability to the other Municipality. Each Municipality hereby indemnifies and holds harmless the other Municipality against and from any liability, claim, cost, or expenses (including without limitation court costs and attorney's fees) resulting from, relating or with respect to, actions taken or omissions of the Indemnifying Municipality.

Term of Agreement

(A) The term of this intergovernmental agreement shall begin with the execution of this Agreement by both parties and shall remain in force and effect until December 31, 2022, unless terminated by either OSWEGO or YORKVILLE. Notice of intent to cancel this agreement by either party shall be served in writing at least six (6) months prior to the date of cancellation.

(B) This Agreement may also be terminated immediately if one party commits any material breach or material default in the performance of any obligation under this agreement (other than the payment of money).”

Amendment

Any terms or conditions of this Agreement may be deleted or altered only by written amendment or modification to this Agreement, duly executed by each Municipality.

Severability

If any provision of this Agreement shall be held or deemed to be, or shall in fact be inoperative or unenforceable in any particular case or in all cases for any reason, this shall not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in the Agreement shall not affect the remaining portions of the Agreement or any part thereof.

Assignment/Binding Effect

Neither party may assign its respective rights and duties hereunder except upon prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives and successors in interest.

Post Termination

Upon termination of this Agreement, OSWEGO must promptly deliver all final statements of YORKVILLE's allocated share of the personnel costs incurred through the date of termination for reimbursement as stated above. Provided, however, that monetary obligations that are incurred or accrued prior to the date of termination shall survive the termination of the Agreement and shall constitute continuing obligations until satisfied in full.

Notices

Notices to the parties shall be in writing and delivered by personal service or by the U.S.P.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

If to the Village: Village Administrator
Village of Oswego
100 Parkers Mill
Oswego, Illinois 60543

With a copy to: David Silverman
Mahoney, Silverman and Cross
822 Infantry Drive, Suite 100
Joliet, Illinois 60435

If to the City: City Administrator
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

With a copy to : Kathleen Field Orr
Kathleen Field Orr & Associates
53 West Jackson Blvd., Suite 964
Chicago, Illinois 60604

Either party may change the address for notices to such party by giving written notice to the other party. Notice given by personal service shall be effective upon the dated delivered notice, if delivered or the date of attempted delivery, if refused. Notice given by mail shall be effective on the third business day following the posting.

Entire Agreement

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understandings, representations and statements, oral or

written, and merged herein. This Agreement may be modified only by written instrument executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

Village of Oswego, Kendall and Will
Counties, Illinois, a municipal corporation

By: _____
Village President

Attest:

Village Clerk

United City of Yorkville, Kendall County,
Illinois, a municipal corporation

By: _____
Mayor

Attest:

City Clerk



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

Agenda Item Number

Minutes #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – November 14, 2017

Meeting and Date: City Council – December 12, 2017

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Beth Warren City Clerk
Name Department

Agenda Item Notes:

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
HELD IN THE CITY COUNCIL CHAMBERS,
800 GAME FARM ROAD ON
TUESDAY, NOVEMBER 14, 2017**

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

City Clerk Warren called the roll.

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

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

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

Employee Appreciation of Service

Mayor Golinski stated he will be giving some employee appreciation awards tonight for some employees dedicated years of service to the City. Mayor Golinski invited Dave Brown and his immediate department head up first. Public Works Director Dhuse gave background of Mr. Brown's employment. He praised Mr. Brown for his excellent work ethic. Public Works Director Dhuse thanked Mr. Brown personally and stated he hopes Mr. Brown has a long career in Yorkville. Mayor Golinski presented Mr. Brown with a token of the City's appreciation.

Mayor Golinski called Officer Ketchmark up to the front. Information was given on his employment and his contributions to the City. He was congratulated on his ten years of service. Mayor Golinski presented Officer Ketchmark with a plaque.

Mayor Golinski called Officer Johnson up to the front. Information was given on his employment and his contributions to the City. He was congratulated on his fifteen years of service.

MetroNet Introduction

Mayor Golinski called the representative, Kathy Scheller, from MetroNet up to the front. She gave a power point presentation on the overview of MetroNet so the Council can get to understand how MetroNet works. Kathy Scheller also was going to give an update of some of MetroNet's work in the area. She started out with the visionary statement. Alderman Frieders shared his excitement with the Council.

PUBLIC HEARINGS

1. Dave and Debbie Coffman, petitioner, have filed an application with the United City of Yorkville, Kendall County, Illinois, requesting annexation pursuant to an annexation agreement of a tract of property into the City's municipal boundary. The tract of property is generally located south of U.S. Route 34, west of McHugh Road. A total of one parcel is proposed to be annexed pursuant to the annexation agreement: 9290 US Route 34 (Veterans Highway).
2. Tax Levy

Please, see attached report of proceedings by the Court Reporter for the public hearing.

CITIZEN COMMENTS ON AGENDA ITEMS

None.

CONSENT AGENDA

None.

MINUTES FOR APPROVAL

1. Minutes of the Regular City Council – October 10, 2017
2. Minutes of the Special City Council – October 14, 2017

Mayor Golinski entertained a motion to approve the minutes of the regular City Council meeting of October 10, 2017 and the minutes of the special City Council meeting of October 14, 2017 as presented. So moved by Alderman Funkhouser; seconded by Alderman Frieders.

Minutes approved unanimously by a viva voce vote.

BILLS FOR PAYMENT

Mayor Golinski stated that the bills were \$1,394,376.07.

REPORTS

MAYOR'S REPORT

City Liability Insurance and Workman's Comp Insurance Renewal
(CC 2017-52 2017)

Mayor Golinski entertained a motion to authorize entering into a one year insurance agreement with the American Alternative Insurance corporation (Glatfelter) for property/ casualty insurance in an amount not to exceed \$164,413; to authorize entering into a one year insurance agreement with the Illinois Public Risk Fund for worker's compensation insurance in an amount not to exceed \$168,809; and, to authorize entering into a one year brokerage agreement with Mesirow Insurance Services in an amount not to exceed \$19,000. So moved by Alderman Tarulis; seconded by Alderman Frieders.

Alderman Frieders had a couple questions, and City Administrator Olson answered them.

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

Riverfront Parking Lot – Preparation Work – S & K Proposal
(CC 2017-53)

Mayor Golinski entertained a motion to approve a proposal from S & K Excavation and Trucking to perform preparation work on the east Riverfront Park parking lot in an amount not to exceed \$38,550 and authorize the Mayor to execute. So moved by Alderman Colosimo; seconded by Alderman Milschewski.

Alderman Koch and Director of Parks and Recreation Evans discussed this issue. Alderman Frieders, Alderman Funkhouser, Alderman Colosimo, and City Administrator Olson discussed this issue. The issues that were discussed were the details of the project, the bid process, the impact on the City budget, and the outside engineering costs.

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

PUBLIC WORKS COMMITTEE REPORT

No report.

ECONOMIC DEVELOPMENT COMMITTEE REPORT

**Ordinance 2017-55 Approving Fourth Amendment to the Redevelopment Agreement for the
Downtown Yorkville Redevelopment Project Area (Imperial Investments, LLC)**
(EDC 2017-70)

Alderman Koch made a motion to approve an ordinance approving the fourth amendment to the redevelopment agreement for the downtown Yorkville redevelopment project area (Imperial Investments, LLC) and authorize the Mayor and City Clerk to execute; seconded by Alderman Frieders.

Alderman Frieders is excited for the potential in the downtown area. There was discussions about the use of TIF funds. The overall consensus of the Council was positive.

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

**Resolution 2017-32 to Induce the Redevelopment of Certain Property Within the Yorkville
Downtown Tax Increment Redevelopment Project Area (301 South Bridge Street)**
(EDC 2017-71)

Alderman Koch made a motion to approve a resolution to induce the redevelopment of certain property within the Yorkville downtown tax increment Redevelopment project area (301 South Bridge Street); seconded by Alderman Colosimo.

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

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

No report.

PLAN COMMISSION

No report.

ZONING BOARD OF APPEALS

No report.

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

Library

Alderman Milschewski mentioned about getting an intergovernmental agreement so children that didn't live in Yorkville could get a library card. There was discussion among City Administrator Olson, Mayor Golinski, and Alderman Milschewski about this issue.

YPAC

Alderman Colosimo told about the YPAC Little Mermaid production. He gave all information needed to attend.

Winter Wonderland

Alderman Frieders mentioned tree lighting, parade, and fireworks. Director of Parks and Recreation Evans clarified that from 11:00 to 3:00 at Circle Center is the Winter wonderland event.

Tree lighting And Fireworks On The Riverfront

Director of Parks and Recreation Evans went on to state that at 5:30 on the Riverfront is the tree lighting and fireworks.

Chili Chase

Alderman Frieders stated that on Sunday morning there is the Chili Chase Run which takes place at the American Legion.

Kendall County Solid Waste Plan update

Alderman Frieders just came from the Kendall County Solid Waste Plan update. The night he was elected he volunteered to be part of this board. Alderman Frieders thinks he has shared his appreciation for where poop goes and garbage goes. He took a tour of the YBSD. He recently got to see the Fox Metro expansion. Alderman Frieders is a big fan of poop and where it goes. He discussed waste and the recycling of waste. He stated that on a local note, Crusade Burger Bar is the only restaurant in Downtown Yorkville, with the exception of Smokey's, who received a certificate of recognition and appreciation for recycling. He thanked the press for publishing that fact. Alderman Frieders called Director of Parks and Recreation Evans to the front. Alderman Frieders stated that Director of Parks and Recreation Evans did not know that one of his employees was recognized with a certificate of appreciation for the Beecher concession stand's efforts to recycle in its Kendall County food establishment. Director of Parks and Recreation Evans stated this was the high school kids deal and the high school kids deserve the credit.

AACVB

Alderman Funkhouser discussed that the AACVB's board amended the budget. Alderman Funkhouser explained the circumstances around it.

STAFF REPORT

**Bristol Bay Park Easement Agreement Update
(CC 2017-49)**

City Administrator Olson discussed this and stated there was a scrivener's error in this agreement that was previously approved by City Council. He wanted there to be a public acknowledgement of it. City Administrator Olson stated if the Council has any issues with this, to please let him know.

ADDITIONAL BUSINESS

None.

EXECUTIVE SESSION

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

1. For litigation, when an action against, affecting, or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.
2. For collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

So moved by Alderman Colosimo; seconded by Alderman Hernandez.

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

The City Council entered Executive Session at 8:26 p.m.

The City Council returned to regular session at 8:56 p.m.

CITIZEN COMMENTS

None.

ADJOURNMENT

Mayor Golinski stated meeting adjourned.

Meeting adjourned at 8:57 p.m.

Minutes submitted by:

Beth Warren,
City Clerk, City of Yorkville, Illinois

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UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

CITY COUNCIL MEETING
PUBLIC HEARING

800 Game Farm Road
Yorkville, Illinois

Tuesday, November 14, 2017

7:00 p.m.

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PRESENT:

- Mr. Gary Golinski, Mayor;
- Mr. Carlo Colosimo, Alderman;
- Mr. Ken Koch, Alderman;
- Ms. Jackie Milschewski, Alderman;
- Mr. Chris Funkhouser, Alderman;
- Mr. Joel Frieders, Alderman;
- Mr. Alex Hernandez, Alderman;
- Mr. Seaver Tarulis, Alderman.

ALSO PRESENT:

- Ms. Beth Warren, City Clerk,
- Ms. Kathleen Field-Orr, City Attorney.
- Ms. Krysti Barksdale-Noble, Community
Development Director.

- - - - -

1 (WHEREUPON, the following
2 proceedings were had in
3 public hearing:)

4 MAYOR GOLINSKI: Next we will go into
5 public hearing. So we will go into public
6 hearing for Dave and Debbie Coffman, petitioners,
7 have filed an application with the United City of
8 Yorkville, Kendall County, Illinois, requesting
9 annexation pursuant to an annexation agreement of
10 a tract of property into the City's municipal
11 boundary.

12 The tract of property is generally
13 located south of U.S. Route 34, west of McHugh
14 Road. A total of one parcel is proposed to be
15 annexed pursuant to the annexation agreement:
16 9298 U.S. Route 34, Veteran's Highway.

17 So is there anyone from the public
18 who would like to comment on this? Please step
19 up, sir, and state your name for the record after
20 you sign in.

21 RYAN SWANSON,
22 spoke from the podium as follows:

23 MR. SWANSON: Thank you, Your Honor,
24 Councilmen. My name is Ryan Swanson. I am with

1 ARC Design Resources. We are consultants for the
2 Casey's Retail Company. I am here tonight on
3 behalf of Dave and Debbie Coffman as well as
4 Casey's.

5 This component is really an integral
6 part of the Casey's development. This annexation
7 of the Coffman parcel is really required from
8 that, and from the Coffman side they really want
9 to continue to operate their facility as they do
10 today, is what they're asking for.

11 Just by way of detail -- and I will
12 be pretty brief -- really what precipitated this
13 communication discussion with the Coffmans,
14 which started months ago, was the proximity of a
15 well.

16 Their current well is literally
17 right here, almost on the property line, which
18 creates issues for the proximity of Casey's
19 underground storage tanks as well as the pumps
20 located here, tanks and pumps.

21 So really what we look to do is get
22 them off of that well and put them on public
23 water and ultimately public sewer, so Casey's
24 will be constructing that for them as part of

1 their project, and ultimately annexation into the
2 City of Yorkville with both parcels, ultimately
3 coming together as one project, so with that,
4 obviously we support this, Casey's supports it,
5 Dave and Debbie Coffman support it, as well as
6 the annexation agreement, they are currently
7 reviewing that, but the relief items essentially
8 just let them operate as they do today with their
9 current facility setbacks, things like that.

10 MAYOR GOLINSKI: Thank you, Mr. Swanson.

11 MR. SWANSON: Thank you.

12 MAYOR GOLINSKI: Is there anyone else
13 from the public that would like to comment on
14 this?

15 (No response.)

16 MAYOR GOLINSKI: Any questions or
17 comments from the Council?

18 (No response.)

19 MAYOR GOLINSKI: Hearing none, we will
20 close the public hearing.

21 Next we have a public hearing for
22 the tax levy. Bart, I believe you have some
23 slides or information you would like to share
24 with us.

1 BART OLSON,

2 spoke from the podium as follows:

3 MR. OLSON: Okay. So we have our
4 state-mandated property tax levy public hearing,
5 and this year, depending on our actual policy
6 choices, this might not have been state mandated,
7 but we've been adhering to the practice each year
8 for the past several years even if it's not
9 required, so two main policy questions for the
10 City Council for this year.

11 So we had our property tax rollback
12 that we have communicated for a number of years,
13 since about 2012, and so this is the first year
14 where we had not communicated a property tax
15 decrease or a flat rate from year-to-year, so
16 this is the first non-communicated year that we
17 had the decision to decide whether we want to
18 increase property taxes to capture new
19 construction, which is about \$10 million in new
20 EAV, and it's worth about \$65,000 in property
21 taxes, and inflation, which is 2.1 percent this
22 year, which is about another \$65,000 of total
23 property taxes, so in general the City Council
24 could choose to raise property taxes about

1 \$130,000 is what we're thinking.

2 And then the second component is
3 whether we want to continue to cap the library
4 levy, as we did last year for the first year in
5 many years, but we'll get into that here in a
6 little bit.

7 So this is how we published it, and
8 so you've got the separate City levy and library
9 levies. You know, we always publish with a
10 higher dollar amount on the City side than we
11 expect to get, and that's so we can have a
12 conversation at a later date about lowering it
13 and actually choosing a value without having to
14 redo the public hearing.

15 So right now we had shown in the
16 public hearing notice about a 3.3 million dollar
17 operation cap for the City and \$672,000 for the
18 library, and so that's a growth of about \$27,000,
19 which would be reflected in a property tax cap,
20 so then we've got our uncapped, non-abated
21 property taxes here at zero for the City and then
22 the bond for the building there, so you've got
23 three exhibits labeled within the City Council
24 packet.

1 So one is just the public hearing;
2 so we estimate a lot of property taxes and then
3 we can back those down at a later date. So let's
4 discard that for now, unless if the offer -- the
5 policy decision by the City Council is to levy
6 for more than we think that we can get, so that
7 we capture every dollar under the property tax
8 cap.

9 So Exhibit B is if you were to levy
10 all the increment related to new construction,
11 about \$65,000, and for inflation, another
12 \$65,000, you would see an increase from last year
13 about 4.17 percent on your property tax city line
14 item for \$130,000, which is what I had
15 referenced.

16 That same percentage would apply for
17 the library, so that would be gross of about
18 \$50,000 for them, too, so that's assuming again
19 new construction and inflation for both levies.

20 So Exhibit C is the actual City
21 Staff recommendation, so we recognized that to go
22 from property tax decreases in many years to flat
23 last year to a large increase or a maximum
24 allowed under the law might be a little bit

1 difficult to communicate publicly, so our initial
2 recommendation was to only capture the new
3 construction dollar amount and not the inflation,
4 so theoretically we have \$10 million of new EAV
5 coming online to the City; if you only ask for
6 \$65,000 over what you got last year, nobody's
7 property taxes in the City for the City property
8 tax levy should go up.

9 If you have a larger piece of the
10 pie because your home went up 40 percent and your
11 neighbors didn't, then you obviously pay a little
12 bit more, but everything else being equal, just
13 applying for new construction, property taxes
14 should not go up. So in that scenario, if you
15 were to give the library what they had asked for,
16 that's a 4.17 percent increase, or about \$58,000.

17 Is that number right? It doesn't
18 sound right. Didn't we say it was 27? We'll get
19 back to that in a second. Our top people are
20 checking on it.

21 MR. FREDRICKSON: It is 27.

22 MR. OLSON: It is 27, okay.

23 ALDERMAN COLOSIMO: Yeah, Because in the
24 second slide, it had both of them going up four

1 percent.

2 MR. OLSON: Yeah.

3 ALDERMAN COLOSIMO: In the second slide
4 it still had the library going up four, so this
5 would be half of that.

6 MR. OLSON: That should read 27. That
7 was just an error on my part for not catching
8 that. So that's \$27,000. The percentage is
9 correct, right, Rob?

10 MR. FREDRICKSON: In total, yes.

11 MR. OLSON: Yes.

12 MR. FREDRICKSON: Should read 27, yes.

13 MR. OLSON: That should read 27.

14 So getting into the library
15 discussion, so again, they set their own levy by
16 law, so they say we're going to levy \$800,000 or
17 whatever it ends up being. We take that and we
18 apply it in our tax ordinance. We cannot change
19 the dollar amount that they levied.

20 What we can do is apply the property
21 tax cap equally to that like you did last year,
22 so if they levied \$645,000 last year, they're
23 allowed to collect new construction and inflation
24 just like we do, so that would equal

1 4.17 percent, or about \$27,000, is what it should
2 have shown on those other slides.

3 So the maximum rate under law if you
4 were to combine those two property tax cap
5 calculations together, as we did every year
6 leading up to last year, is 15 cents per hundred
7 dollars EAV.

8 As your EAV goes up city-wide
9 through normal growth of property taxes, that
10 maximum tax rate does not change for them, so in
11 past years you saw 30, 40, 50 percent increases
12 in library property taxes to the detriment of the
13 city property taxes, which is why we started to
14 levy separately last year, so they were subject
15 to no property tax cap last year, and, again, the
16 recommendation is to continue to do -- continuing
17 to do that in the future, so -- but as we get
18 into our new slides here, I labeled it with this
19 nice, new yellow star, so this is not in your
20 packet.

21 So last night at the board meeting,
22 the library requested a maximum levy of 15 cents
23 per \$100 EAV, so they didn't necessarily give us
24 a dollar amount, they gave us a rate, which we've

1 done that in the past, but you're not really
2 supposed to do, so but that translates to an
3 estimate of \$743,000 in total property tax levy,
4 which is a 15 percent increase over what they got
5 last year, for about \$97,000, more than last year
6 as well, so we didn't actually draft it up
7 because I wanted to see what everybody's at least
8 feedback was before we take this to a future
9 meeting and vote on it, but if you look at
10 Exhibit A, B and C, Exhibit D, a fourth option,
11 would be if you're okay with the City Council
12 only collecting \$65,000 in new construction from
13 last year to this year -- so not foregoing that
14 inflation factor of \$65,000 -- there is
15 theoretically a scenario where you could combine
16 levies and actually give them 15 cents per \$100
17 EAV.

18 We would lose six grand, I mean, as
19 a result of it, but they would gain \$97,000 from
20 last year to the next year, so it is legally
21 possible for you to do that.

22 So if you look at Exhibit, A, B and
23 C in the packet, okay, they're all calculated as
24 separate property tax levies between the City and

1 the library, so if you just say we're going to
2 endorse Exhibit A, Exhibit B, Exhibit C with no
3 changes, what's going to happen is the tax levy
4 ordinance is going to say the library requests
5 \$743,000, but we're going to apply the limiting
6 rate to them separately, which means functionally
7 they're only going to get \$672,000, so but it
8 won't change the actual numbers that they had
9 communicated to us.

10 So again, so Exhibit D, the City
11 would only collect a partial increment on new
12 construction and the library would capture all of
13 their new construction, all of their inflation
14 and all of our inflation because we're
15 calculating them together, so you'd be giving
16 them, you know, a portion under our tax cap if
17 you wanted to do that.

18 So in that scenario like I said we
19 would lose about \$6,000 and the library property
20 tax line item would increase 15 percent to
21 \$97,000.

22 So there are two main policy
23 questions for you to think about tonight that I
24 would appreciate some feedback because I know the

1 Library Board has been asking and they probably
2 just don't want to hear from me, they want to
3 hear it from everybody else, but you don't have
4 to make a decision tonight, is one, does the City
5 Council want to levy the maximum amount under tax
6 cap law or do they want to forego a portion for
7 inflation, which was the Staff recommendation,
8 and, if so, if you want to forego a portion, do
9 you want to give the library your portion of the
10 inflation to allow them to levy 15 percent or
11 not.

12 So if the answer is we're going to
13 levy the City as much as possible under the
14 property tax cap, they -- there is not a scenario
15 where you can give them 15 cents per \$100 EAV and
16 not have the City actually end up losing money.

17 So the two questions: Do you want
18 to levy the maximum amount under City law or
19 less, and if you want to levy less, do you want
20 to allow the library to capture your amount, so
21 those are the two things that I would appreciate
22 your feedback on at this meeting.

23 So moving on, just some general tax
24 facts: It is notable that the police pension

1 contribution actually decreased from last year
2 from the previous year. This is the line item
3 within your property tax levy that had been
4 increasing 15, 20 percent year over year in the
5 future that we were worried about having to do,
6 so they had a good year, they invested very well,
7 and so our actual contribution went down, which
8 is huge because then that allows us to continue
9 to levy for things that pay for other police
10 things.

11 And again, just the average EAV
12 increase city-wide is 8.53 percent, so if you
13 look at your individual assessment, if it's
14 higher than that, your property tax is probably
15 what we're going to do, and if it's down, just on
16 your city property tax line item, it should go
17 down, too, so it's all relative to what your
18 neighbors pay.

19 Again, we are only 6.3 percent of
20 your tax bill, so that does not include the
21 library, and this is the second year in a row of
22 not abating any property taxes, so those
23 abatement ordinances are actually in front of
24 Admin next Wednesday, so again, this is a

1 communication strategy that we've had for a few
2 years, and so this is the first year, fiscal
3 year '19, so next fiscal year, where we did not
4 communicate about anything, so this is what we've
5 got in here equal to new construction for a
6 two-percent increase, so this is a public
7 hearing. You've got two meetings to discuss
8 this. It has to be filed with the County by the
9 last Tuesday of the month or of the calendar
10 year.

11 We do not have a meeting on
12 December 26th, so if we take two meetings to
13 discuss it, we'd have to call a special meeting
14 before December 22nd to do so.

15 So members of the Library Board are
16 not here, I know they discussed this at their
17 board meeting last night, I talked to Alisa this
18 morning about it, she said that they were
19 interested in it, so they are aware of the
20 conversation, and aware of the tax rate. And
21 then my current information.

22 MAYOR GOLINSKI: Okay. It's open for
23 discussion. Anybody. Yes, sir.

24 ALDERMAN FUNKHOUSER: I don't think I

1 mentioned this, Option C, I think going after the
2 new construction but not the inflationary costs,
3 I think that's where I would like to be. I think
4 that's a fair increase.

5 So on the -- that's the first
6 question, which one.

7 Second question being do we give a
8 little of our inflation costs to the library, I
9 say no. I say keep them at the -- keep them the
10 same way we did last year. I don't think that
11 15-percent increase for them is justifiable.

12 MAYOR GOLINSKI: Yes, sir.

13 ALDERMAN COLOSIMO: Yeah, I agree. The
14 new construction is what we came up with because
15 that's actually new properties that were not
16 existing last year, so if your house has not
17 increased in value from last year to this year,
18 your individual property tax should not go up, it
19 should remain the same, so even though the number
20 went up just because we have more houses, that's
21 a good thing. That's the whole point of us
22 getting the bills program underway and getting
23 the rooftops in, was to get those new houses
24 built.

1 Now we've got them, great. That
2 allows us to get a little more recapture. I do
3 not want to increase for inflation, that's just
4 another way for us to take more money, and we're
5 trying to keep a line on our taxes, so I agree on
6 that.

7 And with the library, I agree, too.
8 I mean, if we're going to take for inflation, the
9 residents don't distinguish between the library
10 and the city. If we tell them we're taking more
11 money, we're taking more money; it doesn't matter
12 where it goes to the average taxpayer.

13 So we have to work within our own
14 restraints as far as how much money we get in on
15 our budget, and so does the library, so I would
16 not support allowing them to pay for inflation,
17 taking our -- whatever we would get for inflation
18 into their budget, so they will have to work
19 under the 0.15 and nothing more than that.

20 MAYOR GOLINSKI: Yes, sir.

21 ALDERMAN FRIEDERS: Rather than harping
22 on this, I will agree with both of these. That's
23 exactly what I was going to say, but probably a
24 little bit more eloquently.

1 ALDERMAN KOCH: I'm the same way.

2 MAYOR GOLINSKI: Okay. Receiving a
3 thumbs up, I'd like that in the record, please.

4 MR. OLSON: And just for the record, I
5 know the Library Board has been talking a lot
6 about their increased costs and they have
7 maintenance issues and we've been trying to work
8 on that with them the past couple weeks, so we
9 would expect an intergovernmental agreement to
10 come in front of everybody in the next month or
11 so that would then itemize those issues and kind
12 of talk about, you know, what their needs are so
13 that we can kind of plug them into a capital
14 basis similar to how we do with every other
15 department of the City.

16 MAYOR GOLINSKI: Yes, ma'am.

17 ALDERMAN MILSCHEWSKI: I was going to
18 say I was there last night. Something else that
19 came up was that they would like to go -- they
20 did some research, the president did, that there
21 is four referendums that they can go to next
22 year, one being a referendum --

23 MAYOR GOLINSKI: Hold on, Jackie. Would
24 this be better for the other then since we are in

1 public hearing for the tax levy, or it don't
2 matter?

3 ALDERMAN MILSCHEWSKI: I don't know
4 because it kind of -- the one referendum would be
5 to ask for a levy increase that they could use
6 just for building maintenance, and I wrote down
7 it's a 0.9 --

8 MS. ORR: No, it's 0.02.

9 ALDERMAN MILSCHEWSKI: All right. I get
10 a little dyslexic. So that was one. And then
11 there was another referendum that is a fund
12 replenishment levy.

13 MS. ORR: It's a working cash fund
14 referendum.

15 ALDERMAN COLOSIMO: For maintenance.

16 MS. ORR: Now, it's a working cash fund,
17 and the issue is that it is a levy that can be
18 had for four years, but there is a payback
19 provision, so it would just be a temporary fix.
20 The 0.02 percent I believe is two years. I'd
21 have to go back to my statute to know.

22 ALDERMAN MILSCHEWSKI: So they didn't
23 mention any --

24 MS. ORR: I think there is a time, and

1 if I'm wrong on that, but it is 0.02, but that's
2 subject to a backdoor referendum.

3 ALDERMAN MILSCHEWSKI: Then there is
4 another levy that would help them with their IMRF
5 and Social Security.

6 MS. ORR: I don't know about that at
7 all.

8 ALDERMAN MILSCHEWSKI: Yeah, I might
9 have it down wrong, I have 7.65. And then the
10 fourth, which they said was another referendum
11 that would help them for the insurance for the
12 building, but they're under our insurance, so
13 that didn't matter, so they're going to be
14 discussing this next time, so this -- like the
15 next election season, they would be talking about
16 going for the referendum.

17 MR. OLSON: Yeah, I haven't researched
18 the timeline deadlines that would be required for
19 that. The initial request came from the Board
20 president this year and that they weren't
21 required to do a referendum.

22 The City attorney talked to the
23 Library attorney and determined that it was a
24 front door referendum required, which is going

1 through the City Council's authority, and so I
2 think they are going to be discussing in the near
3 future, like, you know, which election should
4 they do, and how do they come to us and request
5 that.

6 MS. ORR: The real issue, though, and as
7 Bart said, I discussed it with their Library
8 attorney, who is extraordinarily knowledgeable,
9 that's all he does, are libraries throughout the
10 state, that even with these increases, even with
11 the permission, it would still all be under the
12 tax cap, and so to go through those efforts when
13 all you can do is raise it with the tax cap
14 brings it right back face front to the discussion
15 that we just had, and he is available to us to
16 explain it further, so -- it's a nice thought,
17 but --

18 ALDERMAN COLOSIMO: I think the real
19 issue is the Library Board thinking they're going
20 to go to referendum to the residents of Yorkville
21 asking for a tax increase and they're going to
22 get it. That's the real issue.

23 ALDERMAN MILSCHEWSKI: That was brought
24 up.

1 ALDERMAN COLOSIMO: I get it, it's
2 within their statutory authority to do it, but,
3 you know, I --

4 MS. ORR: They have to come to us and we
5 would put the referendum on --

6 ALDERMAN COLOSIMO: It would be on the
7 ballot, be interesting to see what happens, but,
8 yeah, it's not going to happen.

9 ALDERMAN KOCH: So basically if they
10 decide to go for a referendum, we're kind of on
11 the hook for that referendum, too, I mean, if
12 we're saying that we're doing it for them or is
13 that how that would --

14 MS. ORR: We would pass the ordinance or
15 the resolution that would put it on the ballot.
16 That's my understanding.

17 MR. OLSON: You would have the
18 discretion to do so. You would not be mandated
19 to do it.

20 MS. ORR: Correct. Correct. But to do
21 it and still be under the tax cap is an
22 interesting concept. What's the point? I really
23 don't know.

24 MAYOR GOLINSKI: Yes, sir.

1 ALDERMAN FRIEDERS: Like wow. When the
2 question was posed to me earlier this afternoon,
3 like my simple answer was no. When I was in high
4 school, I always wanted to have like the newest
5 of everything, and my dad had me write out on a
6 little spreadsheet like what's all the money
7 coming in and what's all the money going out.

8 At the end of the day, do you have
9 enough money to buy what it is that you want? If
10 the answer is no, cut something. If the answer
11 is still no, cut something else. If you can't do
12 anything, don't spend the money.

13 So every time that we've kind of had
14 a conversation with the library, either in the
15 room or directly towards the library, it's been
16 like let's work together.

17 I thought Tim's idea originally had
18 merit because you don't got to spend 80 grand a
19 year on somebody you might not need full-time.

20 Also, there's a lot of people that
21 work there, so maybe there is a way to overlap
22 people, you know, shifts and all that stuff, I'm
23 not the person who runs operations for the
24 library, but all of these conversations almost in

1 my opinion seem like Yorkville is the parents and
2 the library is somehow this teenage son who wants
3 the extra expensive iPhone X, and we're going
4 well, if you want to do that, you need to make
5 more money.

6 Well, the only way to make more
7 money is to use daddy's bank account to ask for
8 more taxes, which still aren't enough under the
9 cap to make them whole for the 97 grand. Am I --
10 You are giving me a look like I'm not dumb.

11 ALDERMAN COLOSIMO: No, you're spot on.

12 ALDERMAN FRIEDERS: So from my
13 perspective, had they been here and had they
14 submitted this October 26th, which I think was
15 the deadline to discuss this, maybe we would be
16 having a meeting where we are both kind of
17 talking at the same level, but right now it seems
18 like we're passing notes in class and we're
19 trying to figure out what the other really wants,
20 and I get it, you need more money to meet what
21 you've currently got, but if you always do what
22 you've always done, you'll always get what you've
23 always got, so in my opinion, trim some people,
24 get some volunteers to work on Sundays. My kids

1 need study time.

2 I mean, there's ways that we can be
3 creative with this, and I think we've already
4 kind of thrown a couple cool ideas their way, and
5 this idea that we are either -- like we want to
6 like take something that's theirs, there is no
7 theirs. It's Yorkville. I pay taxes here.
8 That's my building, this is my building, this is
9 my old kitchen cabinet.

10 It just seems like we're fighting
11 about something when we're on the same team.
12 Come sit. I will sit with you in there and let's
13 talk about what you're spending money on that you
14 shouldn't be spending money on or that we can
15 help with.

16 That's why I'm like why are we
17 having this conversation right now? It seems
18 like a very strange method in which to keep doing
19 what you're already doing when I think Yorkville
20 tightened its belt.

21 I mean, you had a room full of
22 people there in '06 that weren't there in '07 and
23 they're still providing services. We didn't lose
24 any plow drivers. Mr. Brown is an excellent

1 example. We made things work. We tightened our
2 belt.

3 How come we're the only ones that
4 have to tighten our belt? I mean, we're the ones
5 who constantly get slammed about not having
6 enough money to fix roads. Okay, we're working
7 on it. We are finding new and creative ways of
8 doing it.

9 Why are we the only ones that have
10 to adjust their operating budget? We are the
11 only ones that are required: Police, Public
12 Works, Parks and Rec, City Hall.

13 But the library, by all means, do
14 what you gotta do. And this is by no means me
15 slamming the Library. I love it just as much as
16 the next guy. Hey, I just made three books in
17 two years, I love the place, but this is a little
18 ridiculous.

19 So I should have just done this: C.
20 Option C. Sorry for getting out of hand there.
21 Man.

22 MAYOR GOLINSKI: Who wants to try and
23 top that?

24 ALDERMAN KOCH: Gary.

1 STATE OF ILLINOIS)
) SS.
2 COUNTY OF LASALLE)

3 I, Christine M. Vitosh, a Certified Shorthand
4 Reporter, do hereby certify that I transcribed
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Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Bills for Payment

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment (Informational): \$2,060,617.97

Meeting and Date: City Council – December 12, 2017

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None – Informational

Council Action Requested: _____

Submitted by: Amy Simmons Finance
Name Department

Agenda Item Notes:

DATE: 11/30/17
TIME: 14:51:23
ID: AP225000.CBL

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900052	FNBO	FIRST NATIONAL BANK OMAHA			11/25/17		
	112517-A.SIMMONS	10/31/17	01	COMCAST-09/12-11/11 CITY HALL		01-110-54-00-5440	61.26
			02	CABLE		** COMMENT **	
			03	ADS#SI-470101-9/7/17 SERVICE		23-216-54-00-5446	270.00
			04	CALL		** COMMENT **	
			05	ADS#182678-INSTALLATION OF		23-216-54-00-5446	632.50
			06	RADIO FOR FIRE ALARM MONITOR		** COMMENT **	
			07	ADS#158127-OCT-DEC MONITORING		23-216-54-00-5446	511.89
			08	ADS#182678-NOV-JAN MONITORING		23-216-54-00-5446	135.00
			09	FOR VAN EMMON BLD		** COMMENT **	
			10	NEOPOST-NOV-FEB POSTAGE		01-120-54-00-5485	74.13
			11	MACHINE LEASE		** COMMENT **	
			12	KONICA-9/10-10/9 COPIER CHARGE		01-110-54-00-5430	187.81
			13	KONICA-9/10-10/9 COPIER CHARGE		01-120-54-00-5430	62.60
			14	KONICA-9/10-10/9 COPIER CHARGE		01-220-54-00-5430	89.86
			15	KONICA-9/10-10/9 COPIER CHARGE		01-210-54-00-5430	272.85
			16	KONICA-9/10-10/9 COPIER CHARGE		01-410-54-00-5462	2.42
			17	KONICA-9/10-10/9 COPIER CHARGE		51-510-54-00-5462	2.42
			18	KONICA-9/10-10/9 COPIER CHARGE		52-520-54-00-5430	2.41
			19	KONICA-9/10-10/9 COPIER CHARGE		79-790-54-00-5462	31.63
			20	KONICA-9/10-10/9 COPIER CHARGE		79-795-54-00-5462	31.63
			21	COMCAST-9/15-10/14 INTERNET		01-110-54-00-5440	5.90
			22	COMCAST-9/15-10/14 INTERNET		01-220-54-00-5440	5.90
			23	COMCAST-9/15-10/14 INTERNET		01-120-54-00-5440	3.93
			24	COMCAST-9/15-10/14 INTERNET		79-790-54-00-5440	5.41
			25	COMCAST-9/15-10/14 INTERNET		01-210-54-00-5440	25.57
			26	COMCAST-9/15-10/14 INTERNET		79-795-54-00-5440	5.40
			27	COMCAST-9/15-10/14 INTERNET		52-520-54-00-5440	2.95
			28	COMCAST-9/15-10/14 INTERNET		01-410-54-00-5440	4.92
			29	COMCAST-9/15-10/14 INTERNET		51-510-54-00-5440	4.92
			30	COMCAST-9/15-10/14 INTERNET		79-795-54-00-5440	12.78
			31	COMCAST-9/15-10/14 INTERNET		01-110-54-00-5440	5.90
			32	COMCAST-9/15-10/14 INTERNET		01-220-54-00-5440	5.90
			33	COMCAST-9/15-10/14 INTERNET		01-120-54-00-5440	3.93
			34	COMCAST-9/15-10/14 INTERNET		79-790-54-00-5440	5.41
			35	COMCAST-9/15-10/14 INTERNET		01-210-54-00-5440	25.57
			36	COMCAST-9/15-10/14 INTERNET		79-795-54-00-5440	5.40
			37	COMCAST-9/15-10/14 INTERNET		52-520-54-00-5440	2.95
			38	COMCAST-9/15-10/14 INTERNET		01-410-54-00-5440	4.92
			39	COMCAST-9/15-10/14 INTERNET		51-510-54-00-5440	4.92
			40	COMCAST-9/15-10/14 INTERNET		79-795-54-00-5440	22.26
			41	VERIZON-SEPT 2017 MOBILE PHONE		01-220-54-00-5440	275.54
			42	VERIZON-SEPT 2017 MOBILE PHONE		01-210-54-00-5440	501.74
			43	VERIZON-SEPT 2017 MOBILE PHONE		79-795-54-00-5440	72.98
			44	VERIZON-SEPT 2017 MOBILE PHONE		51-510-54-00-5440	333.57
			45	VERIZON-SEPT 2017 MOBILE PHONE		01-410-54-00-5440	71.80

DATE: 11/30/17
 TIME: 14:51:23
 ID: AP225000.CBL

UNITED CITY OF YORKVILLE
 MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900052	FNBO	FIRST NATIONAL BANK OMAHA			11/25/17		
	112517-A.SIMMONS	10/31/17	46	VERIZON-SEPT 2017 MOBILE PHONE		52-520-54-00-5440	50.18
			47	KONICA-8/19-9/18 COPIER CHARGE		82-820-54-00-5462	7.32
			48	KONICA-7/5-10/4 COPIER CHARGE		82-820-54-00-5462	335.27
						INVOICE TOTAL:	4,181.65 *
	112517-B.BEHRENS	10/31/17	01	AUTO ZONE#849387-ELECTRONIC		51-510-56-00-5640	15.99
			02	FLASHER		** COMMENT **	
						INVOICE TOTAL:	15.99 *
	112517-B.OLSEM	10/31/17	01	QUILL#1006783-STAMPERS, ADDING		01-110-56-00-5610	45.95
			02	MACHINE TAPE, ENVELOPES		** COMMENT **	
			03	SOURCE ONE#422197-CASH		01-110-56-00-5610	66.77
			04	REGISTER ROLLS		** COMMENT **	
			05	KEND PRINT#17-1003-BUSINESS		01-110-56-00-5610	85.00
			06	CARDS FOR KOCH, DHUSE		** COMMENT **	
			07	JEWEL-SUPPLIES FOR GOAL		01-110-56-00-5610	10.27
			08	SETTING MEETING		** COMMENT **	
			09	YORK FLOWER-FUNERAL FLOWERS		01-110-56-00-5610	100.00
			10	FOR NANNINGA		** COMMENT **	
			11	IML-HANDBOOK		01-110-56-00-5610	85.00
			12	QUILL#1346178-BATTERIES, INK		01-110-56-00-5610	46.96
			13	QUILL#1501840-PAPER		01-110-56-00-5610	244.95
						INVOICE TOTAL:	684.90 *
	112517-B.OLSON	10/31/17	01	MIDWEST LEADERSHIP INSTITUTE		01-110-54-00-5412	699.00
			02	REGISTRATION-OLSON		** COMMENT **	
			03	HILTON-ICMA NATIONAL		01-110-54-00-5415	1,464.06
			04	CONFERENCE LODGING FOR OLSON &		** COMMENT **	
			05	WILLRETT		** COMMENT **	
			06	ICMA CONFERENCE TAXI TRANSPORT		01-110-54-00-5415	30.64
						INVOICE TOTAL:	2,193.70 *
	112517-D.BEHRENS	10/31/17	01	KAR-TECH-TRANSMITTER BATTERY		52-520-56-00-5628	109.20
			02	AND CAR CHARGER		** COMMENT **	
						INVOICE TOTAL:	109.20 *
	112517-D.DEBORD	10/31/17	01	AMAZON-BINGO CARDS, DAUBERS,		82-000-24-00-2480	37.44
			02	BOOKS		** COMMENT **	
			03	TARGET-REFRESHMENTS FOR		82-820-56-00-5671	16.03
			04	DONUYS WITH THE DIRECTOR		** COMMENT **	
			05	AMAZON PRIME MONTHLY		82-820-54-00-5460	10.99
			06	MEMBERSHIP		** COMMENT **	
						INVOICE TOTAL:	64.46 *
	112517-D.HENNE	10/31/17	01	HOME DEPO-SCRAPERS, TRAFFIC		01-410-54-00-5435	207.20

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900052	FNBO	FIRST NATIONAL BANK OMAHA			11/25/17		
	112517-D.HENNE	10/31/17	02	SIGNAL FILTERS		** COMMENT ** INVOICE TOTAL:	207.20 *
	112517-E.DHUSE	10/31/17	01	NAPA#179432-BELTS		01-410-56-00-5640	4.96
			02	NAPA#179682-GEAR OIL		79-790-56-00-5640	14.58
			03	NAPA#180051-WORK LAMP		01-410-56-00-5620	28.74
			04	ARAMARK#1591115972-UNIFORMS		01-410-56-00-5600	71.80
			05	ARAMARK#1591115972-UNIFORMS		51-510-56-00-5600	65.50
			06	ARAMARK#1591115972-UNIFORMS		52-520-56-00-5600	28.38
			07	ARAMARK#1591125237-UNIFORMS		01-410-56-00-5600	56.75
			08	ARAMARK#1591125237-UNIFORMS		51-510-56-00-5600	56.75
			09	ARAMARK#1591125237-UNIFORMS		52-520-56-00-5600	28.38
			10	ARAMARK#1591134531-UNIFORMS		01-410-56-00-5600	56.75
			11	ARAMARK#1591134531-UNIFORMS		51-510-56-00-5600	56.75
			12	ARAMARK#1591134531-UNIFORMS		52-520-56-00-5600	28.38
			13	NAPA#180437-HOSE CLAMP		01-410-56-00-5628	21.98
			14	NAPA#181136-SPLASH GUARD		01-410-56-00-5628	19.99
			15	NAPA#180875-OIL		79-790-56-00-5640	15.98
			16	NAPA#-FILTERS, GREASE FITTING		01-410-56-00-5628	93.66
						INVOICE TOTAL:	649.33 *
	112517-E.WILLRETT	10/31/17	01	AMAZON-PRINTER CARD FOR CASH		01-640-54-00-5450	18.51
			02	REGISTER RECEIPT PRINTER		** COMMENT **	
			03	AMAZON-CASH REGISTER RECEIPT		01-640-54-00-5450	288.59
			04	PRINTER		** COMMENT **	
			05	APA-ANNUAL MEMBERSHIP RENEWAL		01-110-54-00-5460	431.00
			06	IN MOTION HOSTING-1 YEAR POWER		01-640-54-00-5450	131.88
			07	PLAN RENEWAL FOR WEBSITE		** COMMENT **	
			08	DUNKIN DONUTS-REFRESHMENTS FOR		01-110-56-00-5610	78.54
			09	SPECIAL GOAL SETTING MEETING		** COMMENT **	
			10	O'HARA-ICMA CONFERENCE PARKING		01-110-54-00-5415	68.00
			11	AMAZON-BATTERY BACK UP AND		01-110-56-00-5610	79.61
			12	SURGE PROTECTOR		** COMMENT **	
						INVOICE TOTAL:	1,096.13 *
	112517-J.COLLINS	10/31/17	01	UNION HILL-BLADES, BOLTS		01-410-56-00-5640	403.24
						INVOICE TOTAL:	403.24 *
	112517-J.DYON	10/27/17	01	SAMS-KLEENEX, PAPER TOWELS		01-110-56-00-5610	56.41
						INVOICE TOTAL:	56.41 *
	112517-J.ENGBERG	10/31/17	01	ADOBE-CREATIVE CLOUD LICENSE		01-220-56-00-5635	49.99
			02	FEE		** COMMENT **	
						INVOICE TOTAL:	49.99 *
	112517-J.GALAUNER	10/31/17	01	TARGET-ENR MAX		79-795-56-00-5606	13.99
						INVOICE TOTAL:	13.99 *

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900052	FNBO	FIRST NATIONAL BANK OMAHA			11/25/17		
	112517-J.SLEEZER	10/31/17	01	ALUMTANK-FUEL TANK, STRAPS		01-410-56-00-5628	971.57
						INVOICE TOTAL:	971.57 *
	112517-J.WEISS	10/31/17	01	TARGET-STORYTIME SUPPLIES		82-820-56-00-5671	59.59
			02	DOLLAR TREE-STORYTIME SUPPLIES		82-820-56-00-5671	19.00
						INVOICE TOTAL:	78.59 *
	112517-K.BARKSDALE	10/31/17	01	WAREHOUSE DIRECT- BATTERIES,		01-220-56-00-5610	65.62
			02	PENS		** COMMENT **	
			03	KONE-OCT 2017 ELEVATOR		23-216-54-00-5446	150.15
			04	MAINTENANCE		** COMMENT **	
						INVOICE TOTAL:	215.77 *
	112517-L.HILT	10/31/17	01	DAVE AUTO#25686-OIL CHANGE		01-210-54-00-5495	125.00
			02	DAVE AUTO#25692-SQUAD REPAIR		01-210-54-00-5495	285.00
			03	DAVE AUTO#25693-MOUNT &		01-210-54-00-5495	110.00
			04	BALANCE TIRES		** COMMENT **	
			05	DAVE AUTO#25695-SQUAD REPAIR		01-210-54-00-5495	1,070.00
			06	DR GADGET-IPHONE LCD		01-210-54-00-5495	86.80
			07	REPLACEMENT		** COMMENT **	
			08	DAVE AUTO#25708-SQUAD REPAIR		01-210-54-00-5495	355.00
			09	DAVE AUTO#25720-OIL CHANGE		01-210-54-00-5495	95.00
			10	VERIZON-10/02-11/01 IN SQUAD		01-210-54-00-5440	640.26
			11	UNITS		** COMMENT **	
			12	DAVE AUTO#25734-OIL CHANGE		01-210-54-00-5495	95.00
			13	DAVE AUTO#25750-SQUAD		01-210-54-00-5495	100.00
			14	DIAGNOSTIC FOR ENGINE LIGHT		** COMMENT **	
						INVOICE TOTAL:	2,962.06 *
	112517-L.PICKERING	10/31/17	01	QUILL#1984797-PENS, RUBBER		01-110-56-00-5610	51.76
			02	BANDS, POST-IT NOTES, FLASH		** COMMENT **	
			03	DRIVE		** COMMENT **	
						INVOICE TOTAL:	51.76 *
	112517-N.DECKER	10/31/17	01	ACCURINT-SEPT 2017 SEARCHES		01-210-54-00-5462	93.50
			02	SHRED-IT-09/27/17 ONSITE		01-210-54-00-5462	142.95
			03	SHREDDING		** COMMENT **	
			04	MINER ELECT#263993-INSTALL		01-210-54-00-5495	287.34
			05	KEYBOARD EXTENSION		** COMMENT **	
			06	MINER ELECT#264232-CAMERA		01-210-54-00-5495	95.00
			07	REPAIR		** COMMENT **	
			08	MINER ELECT#264233-KEYBOARD		01-210-54-00-5495	95.00
			09	DIAGNOSTIC		** COMMENT **	
			10	MINER ELECT#263920-RADIO		01-210-54-00-5495	47.50
			11	REPAIR		** COMMENT **	

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900052	FNBO	FIRST NATIONAL BANK OMAHA			11/25/17		
	112517-N.DECKER	10/31/17	12	MINER ELECT#264004-TIGHTEN		01-210-54-00-5495	95.00
			13	LOOSE SPOTLIGHT		** COMMENT **	
			14	MINER ELECT#264038-MIC		01-210-54-00-5495	95.00
			15	DIAGNOSTIC		** COMMENT **	
			16	AT&T-9/25-10/24 SERVICE		01-210-54-00-5440	141.54
			17	COMCAST-10/08-11/07 CABLE		01-210-54-00-5440	4.23
						INVOICE TOTAL:	1,097.06 *
	112517-P.RATOS	10/31/17	01	ILLINOIS RESIDENTIAL BUILDING		01-220-54-00-5412	279.00
			02	CODES SEMINAR REGISTRATION		** COMMENT **	
			03	CREADEUR		** COMMENT **	
						INVOICE TOTAL:	279.00 *
	112517-R.FREDRICKSON	10/31/17	01	COMCAST-9/24-10/23 INTERNET		01-110-54-00-5440	71.75
			02	COMCAST-9/24-10/23 INTERNET		01-220-54-00-5440	71.75
			03	COMCAST-9/24-10/23 INTERNET		01-120-54-00-5440	47.84
			04	COMCAST-9/24-10/23 INTERNET		79-790-54-00-5440	65.78
			05	COMCAST-9/24-10/23 INTERNET		01-210-54-00-5440	310.92
			06	COMCAST-9/24-10/23 INTERNET		79-795-54-00-5440	65.78
			07	COMCAST-9/24-10/23 INTERNET		52-520-54-00-5440	35.88
			08	COMCAST-9/24-10/23 INTERNET		01-410-54-00-5440	59.80
			09	COMCAST-9/24-10/23 INTERNET		51-510-54-00-5440	164.65
			10	COMCAST-9/24-10/23 CABLE &		79-790-54-00-5440	77.83
			11	PHONE		** COMMENT **	
			12	NEWTEK-10/11-11/11 WEB HOSTING		01-640-54-00-5450	15.95
						INVOICE TOTAL:	987.93 *
	112517-R.HARMON	10/31/17	01	TARGET-PRESCHOOL AND FALL FEST		79-795-56-00-5606	149.64
			02	SUPPLIES		** COMMENT **	
			03	DOLLAR TREE-NOV PRESCHOOL		79-795-56-00-5606	11.00
			04	SUPPLIES		** COMMENT **	
			05	AMAZON-WATER BEADS, WIKKI STIX		79-795-56-00-5606	57.95
			06	FUN EXPRESS-FALL FEST SUPPLIES		79-795-56-00-5606	112.71
			07	AMAZON-GLUE STICKS, TREAT BAGS		79-795-56-00-5606	26.33
			08	AMAZON-KRAFT BAGS		79-795-56-00-5606	9.39
			09	KUIPERS PUMPKIN FARM FIELDTRIP		79-795-56-00-5606	1,038.00
			10	WALMART-NOV PRESCHOOL SUPPLIES		79-795-56-00-5606	18.16
						INVOICE TOTAL:	1,423.18 *
	112517-R.HORNER	10/31/17	01	BEST WESTERN LODGING FOR		79-790-54-00-5415	111.14
			02	PLAYGROUND SAFETY		** COMMENT **	
			03	CERTIFICATION CLASS		** COMMENT **	
			04	SAFE HOME PRODUCTS-PLAYGROUND		79-790-54-00-5495	174.53
			05	EQUIPMENT		** COMMENT **	
						INVOICE TOTAL:	285.67 *

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900052	FNBO	FIRST NATIONAL BANK OMAHA			11/25/17		
	112517-R.MIKOLASEK	10/31/17	01	CHILD ABDUCTION INVESTIGATION		01-210-54-00-5412	225.00
			02	CLASS REGISTRATION FOR		** COMMENT **	
			03	OCT 17-18 - NELSON		** COMMENT **	
			04	FINANCIAL EXPLOITATION		01-210-54-00-5412	125.00
			05	ELDERLY SEMINAR ON OCT 16		** COMMENT **	
			06	STEVENS-GARMENT EMBROIDERY		01-210-56-00-5600	72.00
			07	IL HOMICIDE INVESTIGATION		01-210-54-00-5415	253.08
			08	TRAINING LODGING		** COMMENT **	
			09	GALLS-4 BALLISTIC HELMETS		01-210-56-00-5620	1,143.95
			10	COFFMAN-SRT VEHICLE SAFETY		01-210-54-00-5495	131.60
			11	TEST & OIL CHANGE		** COMMENT **	
			12	OCT 2017 GASOLINE		01-210-56-00-5695	27.63
						INVOICE TOTAL:	1,978.26 *
	112517-R.WRIGHT	10/31/17	01	AMAZON-DESK CALENDAR, MOUSE		01-210-56-00-5610	34.97
			02	PAD, CORDLESS MOUSE		** COMMENT **	
			03	AMAZON-VOICE RECORDER		01-210-56-00-5620	36.99
			04	AMAZON-TONER, LABELS		01-210-56-00-5610	41.73
			05	AMAZON-HIKING BOOTS-CHIEF		01-210-56-00-5600	93.07
			06	RUSH YORK#17288-PHYSICAL		01-210-54-00-5411	321.00
			07	RUSH YORK#17311-DRUG SCREEN		79-795-54-00-5462	40.00
			08	RUSH YORK#17311-DRUG SCREEN		82-820-54-00-5462	50.00
			09	AMAZON-WIRELESS TRACKBALL		01-210-56-00-5610	27.99
			10	AMAZON-PRINTER REFILLS		01-210-56-00-5610	66.10
						INVOICE TOTAL:	711.85 *
	112517-S.IWANSKI	10/31/17	01	POSTAGE FOR MAILING BOOKS		82-820-54-00-5452	10.94
						INVOICE TOTAL:	10.94 *
	112517-S.REDMON	10/31/17	01	WALMART-BUNS, COFFEE		79-795-56-00-5607	35.28
			02	SAMS-CHIPS, HAMBURGERS, CANDY		79-795-56-00-5607	618.15
			03	WATER, GATORADE, HOT DOGS		** COMMENT **	
			04	AT&T UVERSE-10/24-11/23 TOWN		79-795-54-00-5440	55.32
			05	SQAURE PARK SIGN		** COMMENT **	
			06	JEWEL-BUNS		79-795-56-00-5607	21.01
			07	ACTION GRAPHIX#2681-2 VAN		79-795-56-00-5606	422.00
			08	EMMON ACTIVITY CENTER SIGNS		** COMMENT **	
			09	SOURCE ONE-BINDER CLIPS,		79-795-56-00-5610	133.66
			10	STAPLES, BATTERIES, TAPE,		** COMMENT **	
			11	CLEANING WIPES, SCISSORS,		** COMMENT **	
			12	HIGHLIGHTERS		** COMMENT **	
			13	SMITHEREEN-CONCESSION STAND		79-795-54-00-5462	50.00
			14	PEST CONTROL		** COMMENT **	
						INVOICE TOTAL:	1,335.42 *
	112517-S.REMUS	10/31/17	01	IPRA PROFESSIONAL DEVELOPMENT		79-795-54-00-5412	690.00

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900052	FNBO	FIRST NATIONAL BANK OMAHA			11/25/17		
	112517-S.REMUS	10/31/17	02	SCHOOL REGISTRATION-REMUS		** COMMENT **	
			03	FACEBOOK ADVERTISING		79-795-54-00-5426	63.05
						INVOICE TOTAL:	753.05 *
	112517-S.SLEEZER	10/31/17	01	ARAMARK#1591115973-UNIFORMS		79-790-56-00-5600	59.00
			02	ARAMARK#1591125238-UNIFORMS		79-790-56-00-5600	59.00
			05	ARAMARK#1591134532-UNIFORMS		79-790-56-00-5600	59.00
			06	ARAMARK#1591143650-UNIFORMS		79-790-56-00-5600	59.00
			07	ARAMARK#1591152844-UNIFORMS		79-790-56-00-5600	59.00
			08	SMITHEREEN-JUN, JUL & SEPT		79-790-54-00-5495	255.00
			09	PEST CONTROL		** COMMENT **	
						INVOICE TOTAL:	550.00 *
	112517-T.HOULE	10/31/17	01	IPRA TRAINING MEAL FOR HOULE &		79-790-54-00-5415	44.00
			02	HORNER		** COMMENT **	
			03	GENERAL SHALE BRICK-10 BRICKS		79-790-56-00-5620	47.00
						INVOICE TOTAL:	91.00 *
	112517-T.KLINGEL	10/31/17	01	SCHOOLMASTER SAFETY-VESTS &		01-210-56-00-5620	238.21
			02	STOP STICKS FOR CROSSING		** COMMENT **	
			03	GUARDS		** COMMENT **	
						INVOICE TOTAL:	238.21 *
	112517-T.KONEN	10/31/17	01	SAFETY SIGNS-CAUTION SIGNS		51-510-56-00-5640	29.99
			02	HACH#10648219-CHEMICALS		51-510-56-00-5638	879.87
			03	ILAWWA ANNUAL REGULATORY		51-510-54-00-5412	70.00
			04	SEMINAR FOR BEHRENS		** COMMENT **	
			05	YORK ACE#D37675-FUSE PULLER,		51-510-56-00-5640	16.26
			06	FUSES		** COMMENT **	
			07	HOME DEPO-RADON DETECTOR		51-510-56-00-5640	129.95
						INVOICE TOTAL:	1,126.07 *
	112517-UCOY	10/31/17	01	ADVANCED DISPOSAL-AUG 2017		01-540-54-00-5442	105,969.60
			02	REFUSE SERVICE		** COMMENT **	
			03	ADVANCED DISPOSAL-AUG 2017		01-540-54-00-5441	2,435.40
			04	SENIOR REFUSE SERVICE		** COMMENT **	
			05	ADVANCED DISPOSAL-AUG 2017		01-540-54-00-5441	107.25
			06	SENIOR CIRCUIT BREAKER REFUSE		** COMMENT **	
			07	SERVICE		** COMMENT **	
						INVOICE TOTAL:	108,512.25 *
						CHECK TOTAL:	133,385.83
						TOTAL AMOUNT PAID:	133,385.83

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530301	IDOT	ILLINOIS DEPARTMENT OF					
	121274		10/01/17	01	ILLINOIS 47 & US 34	23-230-60-00-6059	39,288.83
						INVOICE TOTAL:	39,288.83 *
						CHECK TOTAL:	39,288.83
530302	IDOT	ILLINOIS DEPARTMENT OF					
	121282		10/01/17	01	KENNEDY ROAD	23-230-60-00-6094	68,198.61
						INVOICE TOTAL:	68,198.61 *
						CHECK TOTAL:	68,198.61
530303	R0001971	NICOLE & ZACHARY WEYDERT					
	20170549-BUILD		11/02/17	01	2601 FAIRFAX WAY BUILD PROGRAM	23-000-24-00-2445	2,931.60
				02	2601 FAIRFAX WAY BUILD PROGRAM	25-000-24-20-2445	300.00
				03	2601 FAIRFAX WAY BUILD PROGRAM	25-000-24-21-2445	900.00
				04	2601 FAIRFAX WAY BUILD PROGRAM	42-000-24-00-2445	50.00
				05	2601 FAIRFAX WAY BUILD PROGRAM	51-000-24-00-2445	2,470.00
						INVOICE TOTAL:	6,651.60 *
						CHECK TOTAL:	6,651.60
						TOTAL AMOUNT PAID:	114,139.04

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 NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
530305	DCONST	D. CONSTRUCTION, INC.					
	1700047.2		11/28/17	01	ENGINEER'S PAYMENT ESTIMATE#2	23-230-60-00-6025	74,147.74
				02	FOR 2017 MFT STREET	** COMMENT **	
				03	MAINTENANCE PROGRAM -	** COMMENT **	
				04	ADDITIONAL WORK	** COMMENT **	
					INVOICE TOTAL:		74,147.74 *
					CHECK TOTAL:		74,147.74
530306	GENEVA	GENEVA CONSTRUCTION					
	57642		11/29/17	01	ENGINEER'S PAYMENT	51-510-60-00-6082	56,809.56
				02	ESTIMATE#10 AND FINAL FOR	** COMMENT **	
				03	COUNTRYSIDE WATERMAIN AND	** COMMENT **	
				04	ROADWAY IMPROVEMENTS	** COMMENT **	
				05	ENGINEER'S PAYMENT	23-230-60-00-6082	31,955.38
				06	ESTIMATE#10 AND FINAL FOR	** COMMENT **	
				07	COUNTRYSIDE WATERMAIN AND	** COMMENT **	
				08	ROADWAY IMPROVEMENTS	** COMMENT **	
					INVOICE TOTAL:		88,764.94 *
					CHECK TOTAL:		88,764.94
530307	R0001976	KENT & JULIA PHILLIPS					
	20170651-BUILD		11/28/17	01	1954 SUNNYDELL BUILD PROGRAM	51-000-24-00-2445	6,000.00
				02	1954 SUNNYDELL BUILD PROGRAM	52-000-24-00-2445	4,000.00
					INVOICE TOTAL:		10,000.00 *
					CHECK TOTAL:		10,000.00
					TOTAL AMOUNT PAID:		172,912.68

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 NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
526154	DCONST	D. CONSTRUCTION, INC.					
	170047 2		11/28/17	01	ENGINEER'S PAYMENT ESTIMATE	15-155-60-00-6025	78,569.65
				02	#2 - 2017 MFT STREET	** COMMENT **	
				03	MAINTENANCE PROGRAM ORIGINAL	** COMMENT **	
				04	CONTRACT	** COMMENT **	
				05	ENGINEER'S PAYMENT ESTIMATE	23-230-60-00-6025	162,641.89
				06	#2 - 2017 MFT STREET	** COMMENT **	
				07	MAINTENANCE PROGRAM ORIGINAL	** COMMENT **	
				08	CONTRACT	** COMMENT **	
					INVOICE TOTAL:		241,211.54 *
					CHECK TOTAL:		241,211.54
526155	SUPEEXCA	SUPERIOR EXCAVATING					
	448		11/30/17	01	ENGINEER'S PAYMENT ESTIMATE	51-510-60-00-6025	25,686.15
				02	#3 AND FINAL - WEST WASHINGTON	** COMMENT **	
				03	STREET WATER MAIN	** COMMENT **	
				04	IMPROVEMENTS	** COMMENT **	
					INVOICE TOTAL:		25,686.15 *
					CHECK TOTAL:		25,686.15
526156	r0001978	LUIS & EVA PALACIOS					
	20170457-BUILD		11/06/17	01	2632 MCLELLAN BUILD PROGRAM	23-000-24-00-2445	3,795.20
				02	2632 MCLELLAN BUILD PROGRAM	25-000-24-20-2445	600.00
				03	2632 MCLELLAN BUILD PROGRAM	25-000-24-21-2445	1,600.00
				04	2632 MCLELLAN BUILD PROGRAM	25-000-24-22-2445	100.00
				05	2632 MCLELLAN BUILD PROGRAM	42-000-24-00-2445	50.00
				06	2632 MCLELLAN BUILD PROGRAM	51-000-24-00-2445	870.00
				07	2632 MCLELLAN BUILD PROGRAM	52-000-24-00-2445	1,000.00
					INVOICE TOTAL:		8,015.20 *
					CHECK TOTAL:		8,015.20
					TOTAL AMOUNT PAID:		274,912.89

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
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	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
526200	AACVB	AURORA AREA CONVENTION						
	10/17-ALL	11/28/17	01	OCT 2017 ALL SEASON HOTEL TAX	01-640-54-00-5481		55.90	
						INVOICE TOTAL:	55.90 *	
	10/17-HAMPTON	11/28/17	01	OCT 2017 HAMPTON INN HOTEL TAX	01-640-54-00-5481		4,883.61	
						INVOICE TOTAL:	4,883.61 *	
	10/17-SUNSET	10/28/17	01	OCT 2017 SUNSET HOTEL TAX	01-640-54-00-5481		40.50	
						INVOICE TOTAL:	40.50 *	
	10/17-SUPER	10/28/17	01	OCT 2017 SUPER 8 HOTEL TAX	01-640-54-00-5481		1,860.90	
						INVOICE TOTAL:	1,860.90 *	
						CHECK TOTAL:	6,840.91	
526201	ACTION	ACTION GRAPHIX LTD						
	2755	11/13/17	01	HOLIDAY EVENT BANNERS	79-795-56-00-5606		145.00	
						INVOICE TOTAL:	145.00 *	
						CHECK TOTAL:	145.00	
526202	AECOM	AECOM TECHNICAL SERVICES INC						
	37994758	11/17/17	01	9/9/17-11/10/17 FEASIBILITY	51-510-54-00-5465		4,010.43	
			02	STUDY	** COMMENT **			
						INVOICE TOTAL:	4,010.43 *	
						CHECK TOTAL:	4,010.43	
526203	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC						
	0735622-IN	11/07/17	01	PHOTOCONTROLS, LAMPS	15-155-56-00-5642		348.24	
						INVOICE TOTAL:	348.24 *	
						CHECK TOTAL:	348.24	

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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526204	ATT AT&T 6305536805-1117	11/25/17	01	11/25-12/24 SERVICE	51-510-54-00-5440		226.49
						INVOICE TOTAL:	226.49 *
						CHECK TOTAL:	226.49
526205	ATTINTER AT&T 0563468307	11/10/17	01	11/10-12/09 ROUTER	01-110-54-00-5440		496.60
						INVOICE TOTAL:	496.60 *
						CHECK TOTAL:	496.60
D000692	BEHRD DAVID BEHRENS 120117	12/01/17	01	NOV 2017 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00
526206	BNYMGLOB THE BANK OF NEW YORK MELLON 252-2068101	11/29/17	01	SERIES 2011 BOND ADMIN FEES	52-520-54-00-5498		688.50
						INVOICE TOTAL:	688.50 *
						CHECK TOTAL:	688.50
526207	BPAMOCO BP AMOCO OIL COMPANY 51895178	11/24/17	01	NOV 2017 GASOLINE	01-210-56-00-5695		441.36
						INVOICE TOTAL:	441.36 *
						CHECK TOTAL:	441.36
D000693	BROWND DAVID BROWN						

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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D000693	BROWND	DAVID BROWN					
	120117	12/01/17	01	NOV 2017 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
526208	CENSOD	CENTRAL SOD					
	79770	11/27/17	01	SOD	79-790-56-00-5640		227.00
					INVOICE TOTAL:		227.00 *
					CHECK TOTAL:		227.00
526209	CHIGOBUL	ROCLAB ATHLETIC INSTRUCTION, L					
	7664	11/15/17	01	CHICAGO BULLS PRESEASON CAMP	79-795-54-00-5462		456.00
			02	INSTRUCTION	** COMMENT **		
					INVOICE TOTAL:		456.00 *
					CHECK TOTAL:		456.00
526210	COMED	COMMONWEALTH EDISON					
	0185079109-1117	11/27/17	01	10/25-11/27 420 FAIRHAVEN	52-520-54-00-5480		164.55
					INVOICE TOTAL:		164.55 *
					CHECK TOTAL:		164.55
526211	COMED	COMMONWEALTH EDISON					
	0435113116-1117	11/30/17	01	10/27-11/29 RT34 & BEECHER	15-155-54-00-5482		88.19
					INVOICE TOTAL:		88.19 *
					CHECK TOTAL:		88.19

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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526212	COMED 0903040077-1117	COMMONWEALTH EDISON 11/27/17	01	10/20-11/27 MISC STREET LIGHTS	15-155-54-00-5482		2,539.82
						INVOICE TOTAL:	2,539.82 *
						CHECK TOTAL:	2,539.82
526213	COMED 0908014004-1117	COMMONWEALTH EDISON 11/30/17	01	10/26-11/30 6780 RT47	51-510-54-00-5480		70.38
						INVOICE TOTAL:	70.38 *
	0966038077-1117	11/22/17	01	10/24-11/22 KENNEDY RD	15-155-54-00-5482		108.94
			02	10/24-11/22 KENNEDY RD	01-410-54-00-5482		4.74
						INVOICE TOTAL:	113.68 *
	1183088101-1117	11/21/17	01	10/23-11/21 1107 PRAIRIE LIFT	52-520-54-00-5480		149.21
						INVOICE TOTAL:	149.21 *
	1407125045-1117	11/29/17	01	10/27-11/29 FOXHILL 7 LIFT	52-520-54-00-5480		105.44
						INVOICE TOTAL:	105.44 *
	1718099052-1117	11/21/17	01	10/23-11/21 872 PRAIRIE CR	52-520-54-00-5480		91.37
						INVOICE TOTAL:	91.37 *
	2668047007-1117	11/21/17	01	10/23-11/21 1908 RAINTREE RD	51-510-54-00-5480		107.90
						INVOICE TOTAL:	107.90 *
						CHECK TOTAL:	637.98
526214	COMED 2947052031-1117	COMMONWEALTH EDISON 11/27/17	01	10/25-11/27 RT47 & RIVER	15-155-54-00-5482		433.59
						INVOICE TOTAL:	433.59 *
						CHECK TOTAL:	433.59

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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526215	COMED	COMMONWEALTH EDISON					
	2961017043-1117	11/22/17	01	PRESTWICK LIFT	52-520-54-00-5480		111.52
						INVOICE TOTAL:	111.52 *
	3119142025-1117	11/22/17	01	10/24-11/22 VAN EMMON LOT	01-410-54-00-5482		21.54
						INVOICE TOTAL:	21.54 *
	4085080033-1117	11/22/17	01	10/24-11/22 1991 CANNONBALL TR	51-510-54-00-5480		193.95
						INVOICE TOTAL:	193.95 *
	4475093053-1117	11/27/17	01	10/25-11/27 610 TOWER	51-510-54-00-5480		338.18
						INVOICE TOTAL:	338.18 *
						CHECK TOTAL:	665.19
526216	COMED	COMMONWEALTH EDISON					
	6819027011-1117	12/01/17	01	10/24-11/27 MISC PR BUILDINGS	79-795-54-00-5480		390.42
						INVOICE TOTAL:	390.42 *
						CHECK TOTAL:	390.42
526217	COMED	COMMONWEALTH EDISON					
	7110074020-1117	11/22/17	01	10/24-11/22 104 E VAN EMMON	01-110-54-00-5480		317.33
						INVOICE TOTAL:	317.33 *
	7982120022-1117	11/27/17	01	10/25-11/27 609 N BRIDGE ST	01-110-54-00-5480		32.51
						INVOICE TOTAL:	32.51 *
						CHECK TOTAL:	349.84
526218	COMED	COMMONWEALTH EDISON					
	8344010026-1017	11/16/17	01	09/25-11/15 MISC STREET LIGHTS	15-155-54-00-5482		285.74
						INVOICE TOTAL:	285.74 *
						CHECK TOTAL:	285.74

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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526219	CONSTELL	CONSTELLATION NEW ENERGY						
	0042628047	11/30/17	01	10/25-11/26 1 COUNTRYSIDE PKWY	01-410-54-00-5482		17.03	
			02	10/25-11/26 1 COUNTRYSIDE PKWY	15-155-54-00-5482		161.07	
						INVOICE TOTAL:	178.10 *	
						CHECK TOTAL:	178.10	
526220	COREMAIN	CORE & MAIN LP						
	I070280	11/10/17	01	MXU BATTERIES	51-510-56-00-5664		1,650.00	
						INVOICE TOTAL:	1,650.00 *	
	I121114	11/20/17	01	METERS, SCREWS	51-510-56-00-5664		3,927.75	
						INVOICE TOTAL:	3,927.75 *	
						CHECK TOTAL:	5,577.75	
526221	CTS FIRE	CTS OF ILLINOIS, INC						
	F&S17-690	11/14/17	01	ANNUAL FIRE EXTINGUISHER	23-216-54-00-5446		565.34	
			02	INSPECTIONS	** COMMENT **			
						INVOICE TOTAL:	565.34 *	
						CHECK TOTAL:	565.34	
D000694	DLK	DLK, LLC						
	145	11/30/17	01	NOV 2017 ECONOMIC DEVELOPMENT	01-640-54-00-5486		9,425.00	
			02	HOURS	** COMMENT **			
						INVOICE TOTAL:	9,425.00 *	
						DIRECT DEPOSIT TOTAL:	9,425.00	
526222	DUTEK	THOMAS & JULIE FLETCHER						
	1003403	11/14/17	01	HOSE ASSEMBLY	01-410-56-00-5628		57.00	
						INVOICE TOTAL:	57.00 *	
						CHECK TOTAL:	57.00	

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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526223	DYNEGY	DYNEGY ENERGY SERVICES						
	266978917111	11/29/17	01	10/24-11/26 2921 BRISTOL RIDGE	51-510-54-00-5480		2,687.77	
						INVOICE TOTAL:	2,687.77 *	
	266979117111	11/27/17	01	10/24-11/21 2224 TREMONT	51-510-54-00-5480		5,631.03	
						INVOICE TOTAL:	5,631.03 *	
	266979217121	11/29/17	01	10/25-11/26 610 TOWER WELL	51-510-54-00-5480		7,188.32	
						INVOICE TOTAL:	7,188.32 *	
						CHECK TOTAL:	15,507.12	
D000695	EVANST	TIM EVANS						
	120117	12/01/17	01	NOV 2017 MOBILE EMAIL	79-790-54-00-5440		22.50	
			02	REIMBURSEMENT	** COMMENT **			
			03	NOV 2017 MOBILE EMAIL	79-795-54-00-5440		22.50	
			04	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:	45.00 *	
						DIRECT DEPOSIT TOTAL:	45.00	
526224	FIRST	FIRST PLACE RENTAL						
	289188-1	11/15/17	01	TRENCHER RENTAL	72-720-60-00-6043		365.12	
						INVOICE TOTAL:	365.12 *	
						CHECK TOTAL:	365.12	
526225	FLATSOS	RAQUEL HERRERA						
	6394	11/28/17	01	4 TIRES	51-510-54-00-5490		420.00	
						INVOICE TOTAL:	420.00 *	
						CHECK TOTAL:	420.00	

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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D000696	FREDRICKSON ROB FREDRICKSON						
	120117	12/01/17	01	NOV 2017 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D000697	GALAUNER JAKE GALAUNER						
	120117	12/01/17	01	NOV 2017 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
526226	GARDNER GARDINER KOCH & WEISBERG						
	H-2364C-129727	11/16/17	01	KIMBALL HILL I MATTER	01-640-54-00-5461		2,685.18
					INVOICE TOTAL:		2,685.18 *
	H-3181C-129725	11/16/17	01	MISC GENERAL CITY LEGAL MATTER	01-640-54-00-5461		1,118.00
					INVOICE TOTAL:		1,118.00 *
	H-3525C-129726	11/16/17	01	KIMBALL HILL II UNIT 4 MATTER	01-640-54-00-5461		716.80
					INVOICE TOTAL:		716.80 *
	H-3548C-129728	11/16/17	01	WALKER HOMES MATTER	01-640-54-00-5461		418.00
					INVOICE TOTAL:		418.00 *
	H-3995C-129729	11/16/17	01	YMCA MATTER	01-640-54-00-5461		264.00
					INVOICE TOTAL:		264.00 *
					CHECK TOTAL:		5,201.98
D000698	GOLINSKI GARY GOLINSKI						

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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D000698	GOLINSKI 120117	GARY GOLINSKI 12/01/17	01 02	NOV 2017 MOBILE EMAIL REIMBURSEMENT	01-110-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * DIRECT DEPOSIT TOTAL: 45.00
526227	GRANTGLS 14758	GRANT'S GLASS, INC 11/17/17	01	INSTALL SECTION OF WINDSHIELD	01-410-54-00-5490		140.00 INVOICE TOTAL: 140.00 * CHECK TOTAL: 140.00
526228	GROUND 376756 376758	GROUND EFFECTS INC. 11/14/17 11/14/17	01 01	DIRT DIRT	79-790-56-00-5640 79-790-56-00-5640		91.80 INVOICE TOTAL: 91.80 * 45.90 INVOICE TOTAL: 45.90 * CHECK TOTAL: 137.70
D000699	HARMANR 120117	RHIANNON HARMON 12/01/17	01 02	NOV 2017 MOBILE EMAIL REIMBURSEMENT	79-795-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * DIRECT DEPOSIT TOTAL: 45.00
526229	HARRIS XT00006256	HARRIS COMPUTER SYSTEMS 11/30/17	01	NOV 2017 MYGOVHUB FEES	01-120-54-00-5462		151.71

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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526229	HARRIS	HARRIS COMPUTER SYSTEMS						
	XT00006256	11/30/17	02	NOV 2017 MYGOVHUB FEES	51-510-54-00-5462		194.25	
			03	NOV 2017 MYGOVHUB FEES	52-520-54-00-5462		98.04	
						INVOICE TOTAL:	444.00 *	
						CHECK TOTAL:	444.00	
D000700	HARTRICH	HART, RICHARD						
	120117	12/01/17	01	NOV 2017 MOBILE EMAIL	01-210-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:	45.00 *	
						DIRECT DEPOSIT TOTAL:	45.00	
526230	HAWKINS	HAWKINS INC						
	4183360	11/14/17	01	CHLORINE	51-510-56-00-5638		1,145.50	
						INVOICE TOTAL:	1,145.50 *	
						CHECK TOTAL:	1,145.50	
D000701	HENNED	DURK HENNE						
	120117	12/01/17	01	NOV 2017 MOBILE EMAIL	01-410-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:	45.00 *	
						DIRECT DEPOSIT TOTAL:	45.00	
D000702	HERNANDA	ADAM HERNANDEZ						
	120117	12/01/17	01	NOV 2017 MOBILE EMAIL	79-790-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:	45.00 *	
						DIRECT DEPOSIT TOTAL:	45.00	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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D000703	HILTL	LARRY HILT					
	120117	12/01/17	01	NOV 2017 MOBILE EMAIL	01-210-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D000704	HORNERR	RYAN HORNER					
	120117	12/01/17	01	NOV 2017 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D000705	HOULEA	ANTHONY HOULE					
	120117	12/01/17	01	NOV 2017 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
526231	IACE	IACE					
	120617	12/06/17	01	IACE QUARTERLY TRAINING	01-220-54-00-5412		35.00
			02	CONFERENCE REGISTRATION FOR	** COMMENT **		
			03	B.CREADEUR	** COMMENT **		
					INVOICE TOTAL:		35.00 *
					CHECK TOTAL:		35.00
526232	ILPSAN	ILLINOIS PUBLIC SAFETY AGENCY					
	00041697	12/01/17	01	ALERTS BILLING	01-210-54-00-5484		3,330.00
					INVOICE TOTAL:		3,330.00 *
					CHECK TOTAL:		3,330.00

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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526233	ILTREASU	STATE OF ILLINOIS TREASURER						
	64	12/01/17	01	RT47 EXPANSION PYMT #64	15-155-60-00-6079		6,148.90	
			02	RT47 EXPANSION PYMT #64	51-510-60-00-6079		16,462.00	
			03	RT47 EXPANSION PYMT #64	52-520-60-00-6079		4,917.93	
			04	RT47 EXPANSION PYMT #64	88-880-60-00-6079		618.36	
						INVOICE TOTAL:	28,147.19 *	
						CHECK TOTAL:	28,147.19	
526234	ILTRUCK	ILLINOIS TRUCK MAINTENANCE, IN						
	028050	11/13/17	01	REPLACED LEFT STEER MODULATOR	01-410-54-00-5490		2,269.19	
			02	VALVE & ABS CONTROL MODULE	** COMMENT **			
						INVOICE TOTAL:	2,269.19 *	
						CHECK TOTAL:	2,269.19	
526235	INNOVATI	INNOVATIVE UNDERGROUND, LLC						
	1067	11/30/17	01	SANITARY MANHOLE AT MILL AND	52-520-60-00-6025		2,500.00	
			02	VAN EMMON	** COMMENT **			
						INVOICE TOTAL:	2,500.00 *	
						CHECK TOTAL:	2,500.00	
526236	IPRF	ILLINOIS PUBLIC RISK FUND						
	47868	11/17/17	01	JAN 2018 WORKER COMP INS	01-640-52-00-5231		9,730.01	
			02	JAN 2018 WORKER COMP INS	01-640-52-00-5231		1,822.31	
			03	JAN 2018 WORKER COMP INS	51-510-52-00-5231		1,067.28	
			04	JAN 2018 WORKER COMP INS	52-520-52-00-5231		536.63	
			05	JAN 2018 WORKER COMP INS	82-820-52-00-5231		915.77	
						INVOICE TOTAL:	14,072.00 *	
						CHECK TOTAL:	14,072.00	

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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526237	ITRON 467445	ITRON 11/11/17	01	DEC 2017 HOSTING FEES	51-510-54-00-5462		577.28
						INVOICE TOTAL:	577.28 *
						CHECK TOTAL:	577.28
526238	JIMSTRCK 169516	JIM'S TRUCK INSPECTION LLC 11/28/17	01	TRUCK INSPECTION	01-410-54-00-5490		30.00
						INVOICE TOTAL:	30.00 *
	169520	11/29/17	01	TRUCK INSPECTION	01-410-54-00-5490		30.00
						INVOICE TOTAL:	30.00 *
						CHECK TOTAL:	60.00
526239	JUSTSAFE 29405	JUST SAFETY, LTD 11/29/17	01	SEPT & NOV FIRST AID SUPPLIES	01-410-56-00-5620		35.00
			02	SEPT & NOV FIRST AID SUPPLIES	51-510-56-00-5620		35.00
			03	SEPT & NOV FIRST AID SUPPLIES	52-520-56-00-5620		35.00
						INVOICE TOTAL:	105.00 *
						CHECK TOTAL:	105.00
526240	KCHIGHWA 111617-IGLOO	KENDALL COUNTY HIGHWAY DEPT. 11/16/17	01	2018 ANNUAL MAINTENANCE FEE	15-155-54-00-5438		250.00
						INVOICE TOTAL:	250.00 *
						CHECK TOTAL:	250.00
526241	KCSHERIF YOR-RANG18	KENDALL CO. SHERIFF'S OFFICE 11/20/17	01	2018 RANGE FEE	01-210-54-00-5460		500.00
						INVOICE TOTAL:	500.00 *
						CHECK TOTAL:	500.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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D000706	KLEEFISG	GLENN KLEEFISCH					
	120117	12/01/17	01	NOV 2017 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
526242	KONICA	KONICA MINOLTA					
	121217	12/12/17	01	12/01-01/01 COPIER LEASE	01-110-54-00-5485		175.19
			02	12/01-01/01 COPIER LEASE	01-120-54-00-5485		140.15
			03	12/01-01/01 COPIER LEASE	01-220-54-00-5485		260.98
			04	12/01-01/01 COPIER LEASE	01-210-54-00-5485		366.84
			05	12/01-01/01 COPIER LEASE	01-410-54-00-5485		35.29
			06	12/01-01/01 COPIER LEASE	51-510-54-00-5485		35.29
			07	12/01-01/01 COPIER LEASE	52-520-54-00-5485		35.29
			08	12/01-01/01 COPIER LEASE	79-790-54-00-5485		130.49
			09	12/01-01/01 COPIER LEASE	79-795-54-00-5485		130.48
					INVOICE TOTAL:		1,310.00 *
					CHECK TOTAL:		1,310.00
526243	KREPKOMP	FRED KREPPERT					
	001899	11/19/17	01	2017 CHILI CHASE TIMING AND	79-795-54-00-5462		325.00
			02	FINAL RESULTS	** COMMENT **		
					INVOICE TOTAL:		325.00 *
					CHECK TOTAL:		325.00
526244	LAYNE	LAYNE CHRISTENSEN COMPANY					
	92083744	11/20/17	01	WELL #9 PHASE 4 WORK - REPAIRS	51-510-60-00-6022		173,216.50
			02	REINSTALLATION & TESTING OF	** COMMENT **		
			03	THE 400HP BYRON JACKSON	** COMMENT **		

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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526244	LAYNE	LAYNE CHRISTENSEN COMPANY						
	92083744	11/20/17	04	SUBMERSIBLE PUMP	** COMMENT **			
					INVOICE TOTAL:		173,216.50 *	
					CHECK TOTAL:		173,216.50	
526245	MENLAND	MENARDS - YORKVILLE						
	97774	11/13/17	01	LYSOL, P-TRAPS, TV MOUNT,	01-210-56-00-5620		63.94	
			02	SHELF	** COMMENT **			
					INVOICE TOTAL:		63.94 *	
	97819	11/14/17	01	RAKE	01-410-56-00-5630		14.97	
					INVOICE TOTAL:		14.97 *	
	97861	11/14/17	01	LIGHTS	79-790-56-00-5620		66.82	
					INVOICE TOTAL:		66.82 *	
	98037	11/16/17	01	HEDGE SHEER, RAKE	01-410-56-00-5630		23.96	
					INVOICE TOTAL:		23.96 *	
	98075	11/16/17	01	EXTENSION CORDS, SCREWS,	79-790-56-00-5620		31.80	
			02	FLANGE, GLUE	** COMMENT **			
					INVOICE TOTAL:		31.80 *	
	98128	11/17/17	01	NUTS, ELECTRICAL TAPE, CORD,	79-790-56-00-5620		36.05	
			02	PHOTOCELL TIMER	** COMMENT **			
					INVOICE TOTAL:		36.05 *	
	98139	11/17/17	01	HOOKS	79-790-56-00-5620		5.38	
					INVOICE TOTAL:		5.38 *	
	98154	11/17/17	01	PICTURE FRAMES, EXTENSION	01-210-56-00-5620		22.55	
			02	CORDS, CABLE TIES	** COMMENT **			
					INVOICE TOTAL:		22.55 *	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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526245	MENLAND	MENARDS - YORKVILLE						
	98177	11/17/17	01	RAKES	01-410-56-00-5630		29.94	
						INVOICE TOTAL:	29.94 *	
	98661	11/22/17	01	O-RINGS, GREASE, BRACKETS	23-216-56-00-5656		8.96	
						INVOICE TOTAL:	8.96 *	
					CHECK TOTAL:		304.37	
526246	METROWES	METRO WEST COG						
	3229	11/17/17	01	NOV 2017 BD MEETING FOR MAYOR	01-110-54-00-5412		35.00	
						INVOICE TOTAL:	35.00 *	
					CHECK TOTAL:		35.00	
526247	MUNCLRK	MUNICIPAL CLERKS OF ILLINOIS						
	112817	11/28/17	01	MEMBERSHIP DUE RENEWAL FOR	01-110-54-00-5460		130.00	
			02	CITY CLERK AND DEPUTY CLERK	** COMMENT **			
						INVOICE TOTAL:	130.00 *	
					CHECK TOTAL:		130.00	
D000707	NELCONT	TYLER NELSON						
	120117	12/01/17	01	NOV 2017 MOBILE EMAIL	79-795-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:	45.00 *	
					DIRECT DEPOSIT TOTAL:		45.00	
526248	NEOPOST	NEOFUNDS BY NEOPOST						
	103117-LABLES	10/31/17	01	POSTAGE STAMP LABELS	01-120-56-00-5610		38.99	
						INVOICE TOTAL:	38.99 *	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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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526248	NEOPOST	NEOFUNDS BY NEOPOST						
	112917	11/28/17	01	REFILL POSTAGE MACHINE	01-000-14-00-1410		500.00	
						INVOICE TOTAL:	500.00 *	
						CHECK TOTAL:	538.99	
526249	NICOR	NICOR GAS						
	00-41-22-8748 4-1117	11/30/17	01	10/31-11/30 1107 PRAIRIE	01-110-54-00-5480		34.89	
						INVOICE TOTAL:	34.89 *	
	15-41-50-1000 6-1117	12/01/17	01	10/31-11/30 804 GAME FARM RD	01-110-54-00-5480		325.00	
						INVOICE TOTAL:	325.00 *	
	15-64-61-3532 5-1117	11/30/17	01	10/02-11/30 1991 CANNONBALL TR	01-110-54-00-5480		21.34	
						INVOICE TOTAL:	21.34 *	
	23-45-91-4862 5-1117	12/01/17	01	11/01-12/01 101 BRUELL ST	01-110-54-00-5480		88.26	
						INVOICE TOTAL:	88.26 *	
	91-85-68-4012 8-1117	12/01/17	01	10/31-11/30 902 GAME FARM RD	82-820-54-00-5480		954.24	
						INVOICE TOTAL:	954.24 *	
						CHECK TOTAL:	1,423.73	
526250	O'REILLY	O'REILLY AUTO PARTS						
	5613-128238	11/07/17	01	PROTECTANT	01-410-56-00-5628		6.69	
						INVOICE TOTAL:	6.69 *	
	5613-128358	11/08/17	01	TRANS FLUID, MINI LAMPS	01-410-56-00-5628		33.49	
						INVOICE TOTAL:	33.49 *	
	5613-129462	11/21/17	01	RELAY	01-410-56-00-5628		37.98	
						INVOICE TOTAL:	37.98 *	
						CHECK TOTAL:	78.16	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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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526251	OHERRONO	RAY O'HERRON COMPANY						
	1763459-IN	11/21/17	01	RAINCOAT	01-210-56-00-5600		109.21	
						INVOICE TOTAL:	109.21 *	
						CHECK TOTAL:	109.21	
526252	FPETT	P.F. PETTIBONE & CO.						
	173409	11/17/17	01	1 PHOTO ID	01-210-54-00-5430		17.00	
						INVOICE TOTAL:	17.00 *	
						CHECK TOTAL:	17.00	
526253	QUANTZ	QUANTZ SMALL ENGINE REPAIR						
	41441	11/16/17	01	DISASSEMBLED & EVALUATED	01-410-54-00-5490		42.00	
			02	ENGINE	** COMMENT **			
						INVOICE TOTAL:	42.00 *	
						CHECK TOTAL:	42.00	
526254	R0000594	BRIAN BETZWISER						
	120117-109	12/01/17	01	185 WOLF ST PYMT #109	25-215-92-00-8000		3,628.32	
			02	185 WOLF ST PYMT #109	25-215-92-00-8050		2,272.98	
			03	185 WOLF ST PYMT #109	25-225-92-00-8000		113.68	
			04	185 WOLF ST PYMT #109	25-225-92-00-8050		71.21	
						INVOICE TOTAL:	6,086.19 *	
						CHECK TOTAL:	6,086.19	
526255	R0001239	GARY L. KRITZBERG						
	113017	11/30/17	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		99.15	
			02	BILL FOR ACCT#0104010600-09	** COMMENT **			
						INVOICE TOTAL:	99.15 *	
						CHECK TOTAL:	99.15	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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526256	R0001705	WEICHERT REALTORS					
	112117	11/21/17	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		109.87
			02	BILL FOR ACCT#0109081110-01	** COMMENT **		
					INVOICE TOTAL:		109.87 *
					CHECK TOTAL:		109.87
526257	R0001972	GORDON HARD					
	112117	11/21/17	01	REFUND LANDLORD PYMT ON FINAL	01-000-13-00-1371		210.00
			02	BILL FOR ACCT#0102041000-08	** COMMENT **		
					INVOICE TOTAL:		210.00 *
					CHECK TOTAL:		210.00
526258	R0001973	AH4R					
	112117	11/21/17	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		189.37
			02	BILL FOR ACCT#0102754310-08	** COMMENT **		
					INVOICE TOTAL:		189.37 *
					CHECK TOTAL:		189.37
526259	R0001974	GERALD WEST					
	112017	11/20/17	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		240.73
			02	BILL FOR ACCT#0102450500-01	** COMMENT **		
					INVOICE TOTAL:		240.73 *
					CHECK TOTAL:		240.73
526260	R0001975	RYAN HOMES					
	3311 CALEDONIA	11/20/17	01	SECURITY GUARANTEE REFUND FOR	01-000-24-00-2415		3,525.00
			02	PERMIT #20170634	** COMMENT **		
					INVOICE TOTAL:		3,525.00 *
					CHECK TOTAL:		3,525.00

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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526261	RASMUS 111717	AMBER RASMUSSEN 11/21/17	01 02	CONFLICT RESOLUTION TRAINING MILEAGE REIMBURSEMENT	01-210-54-00-5415 ** COMMENT **		49.32 INVOICE TOTAL: 49.32 *
					CHECK TOTAL:		49.32
D000708	REDMONST 120117	STEVE REDMON 12/01/17	01 02	NOV 2017 MOBILE EMAIL REIMBURSEMENT	79-795-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
526262	RJKUHN 0000027470	R.J. KUHN INC. 11/07/17	01	PD TOILET REPAIR	01-210-54-00-5495		222.00 INVOICE TOTAL: 222.00 *
					CHECK TOTAL:		222.00
D000709	ROSBOROS 120117	SHAY REMUS 12/01/17	01 02	NOV 2017 MOBILE EMAIL REIMBURSEMENT	79-795-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D000710	SCOTTB 120117	BILL SCOTT 12/01/17	01 02 03	NOV 2017 MOBILE EMAIL PRORATED REIMBURSEMENT - RETIRED ON 11/03/17	79-790-54-00-5440 ** COMMENT ** ** COMMENT **		4.50 INVOICE TOTAL: 4.50 *
					DIRECT DEPOSIT TOTAL:		4.50

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
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526263	SEBIS	SEBIS DIRECT						
	24484	11/21/17	01	OCT 2017 UTILITY BILLING	01-120-54-00-5430		375.69	
			02	OCT 2017 UTILITY BILLING	01-220-54-00-5430		125.00	
			03	OCT 2017 UTILITY BILLING	51-510-54-00-5430		503.34	
			04	OCT 2017 UTILITY BILLING	52-520-54-00-5430		234.79	
			05	OCT 2017 UTILITY BILLING	88-880-54-00-5462		125.00	
						INVOICE TOTAL:	1,363.82 *	
						CHECK TOTAL:	1,363.82	
D000711	SLEEZERJ	JOHN SLEEZER						
	120117	12/01/17	01	NOV 2017 MOBILE EMAIL	01-410-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:	45.00 *	
						DIRECT DEPOSIT TOTAL:	45.00	
D000712	SLEEZERS	SCOTT SLEEZER						
	120117	12/01/17	01	NOV 2017 MOBILE EMAIL	79-790-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:	45.00 *	
						DIRECT DEPOSIT TOTAL:	45.00	
D000713	SMITHD	DOUG SMITH						
	120117	12/01/17	01	NOV 2017 MOBILE EMAIL REIMBURS	79-790-54-00-5440		45.00	
						INVOICE TOTAL:	45.00 *	
						DIRECT DEPOSIT TOTAL:	45.00	
D000714	SOELKET	TOM SOELKE						
	120017	12/01/17	01	NOV 2017 MOBILE EMAIL	52-520-54-00-5440		45.00	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
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D000714	SOELKET	TOM SOELKE					
	120017	12/01/17	02	REIMBURSEMENT		** COMMENT **	
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00
526264	STERLING	STERLING CODIFIERS, INC.					
	19860	11/07/17	01	SUPPLEMENT #42	01-110-54-00-5451		2,364.00
						INVOICE TOTAL:	2,364.00 *
						CHECK TOTAL:	2,364.00
526265	STREICH	STREICHERS					
	I1289217	11/24/17	01	TACTILE PANTS	01-210-56-00-5600		135.00
						INVOICE TOTAL:	135.00 *
						CHECK TOTAL:	135.00
526266	SUBURLAB	SUBURBAN LABORATORIES INC.					
	150509	11/30/17	01	ROUTINE COLIFORM	51-510-54-00-5429		1,237.00
						INVOICE TOTAL:	1,237.00 *
						CHECK TOTAL:	1,237.00
526267	SUNLIFE	SUN LIFE FINANCIAL					
	111617	11/16/17	01	DEC 2017 DENTAL INS	01-110-52-00-5223		613.77
			02	DEC 2017 DENTAL INS	01-110-52-00-5237		147.75
			03	DEC 2017 DENTAL INS	01-120-52-00-5223		443.25
			04	DEC 2017 DENTAL INS	01-210-52-00-5223		4,132.34
			05	DEC 2017 DENTAL INS	01-220-52-00-5223		465.80
			06	DEC 2017 DENTAL INS	01-410-52-00-5223		648.77

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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526267	SUNLIFE	SUN LIFE FINANCIAL						
	111617	11/16/17	07	DEC 2017 DENTAL INS	01-640-52-00-5241		659.08	
			08	DEC 2017 DENTAL INS	79-790-52-00-5223		749.90	
			09	DEC 2017 DENTAL INS	79-795-52-00-5223		496.94	
			10	DEC 2017 DENTAL INS	51-510-52-00-5223		734.03	
			11	DEC 2017 DENTAL INS	52-520-52-00-5223		353.27	
			12	DEC 2017 DENTAL INS	82-820-52-00-5223		423.27	
					INVOICE TOTAL:		9,868.17 *	
					CHECK TOTAL:		9,868.17	
526268	TRCONTPR	TRAFFIC CONTROL & PROTECTION						
	90970	11/09/17	01	ULTRA LOK BAND	15-155-56-00-5619		304.95	
					INVOICE TOTAL:		304.95 *	
					CHECK TOTAL:		304.95	
526269	UPS5361	DDED C #3, INC						
	112217	11/22/17	01	1 PKG TO KFO	01-110-54-00-5452		42.64	
					INVOICE TOTAL:		42.64 *	
					CHECK TOTAL:		42.64	
526270	VITOSH	CHRISTINE M. VITOSH						
	CMV1894	11/24/17	01	COFFMAN REZONING PUBLIC	90-111-00-00-0011		182.02	
			02	HEARING	** COMMENT **			
					INVOICE TOTAL:		182.02 *	
					CHECK TOTAL:		182.02	
526271	WATERSER	WATER SERVICES CO.						
	27147	11/01/17	01	BENCH TESTED WATER METER	51-510-54-00-5462		30.00	
					INVOICE TOTAL:		30.00 *	
					CHECK TOTAL:		30.00	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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526273	YORKACE	YORKVILLE ACE & RADIO SHACK						
	164471	11/15/17	01	DRILL BITS	01-410-56-00-5620		18.98	
						INVOICE TOTAL:	18.98 *	
						CHECK TOTAL:	18.98	
526274	YORKSELF	YORKVILLE SELF STORAGE, INC						
	112117-45	11/21/17	01	NOV 2017 STORAGE RENTAL	01-210-54-00-5485		80.00	
						INVOICE TOTAL:	80.00 *	
						CHECK TOTAL:	80.00	
526275	YOUNGM	MARLYS J. YOUNG						
	110817	11/08/17	01	11/08/17 PLANNING & ZONING	01-110-54-00-5462		8.85	
			02	MEETING MINUTES	** COMMENT **			
			03	COFFMAN REZONING PUBLIC	90-111-00-00-0011		35.40	
			04	HEARING	** COMMENT **			
						INVOICE TOTAL:	44.25 *	
						CHECK TOTAL:	44.25	
						CHECK TOTAL:	232,683.56	
						TOTAL CHECKS PAID:	306,362.84	
						TOTAL DIRECT DEPOSITS PAID:	232,683.56	
						TOTAL AMOUNT PAID:	539,046.40	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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UNITED CITY OF YORKVILLE PAYROLL SUMMARY December 1, 2017

	<u>REGULAR</u>	<u>OVERTIME</u>	<u>TOTAL</u>	<u>IMRF</u>	<u>FICA</u>	<u>TOTALS</u>
ADMINISTRATION	\$ 16,535.21	\$ -	16,535.21	\$ 1,782.49	\$ 810.84	\$ 19,128.54
FINANCE	9,350.86	-	9,350.86	1,024.19	701.06	\$ 11,076.11
POLICE	113,436.82	10,205.81	123,642.63	583.94	9,213.86	\$ 133,440.43
COMMUNITY DEV.	15,567.55	-	15,567.55	1,643.42	1,160.39	\$ 18,371.36
STREETS	13,066.46	-	13,066.46	1,408.56	962.40	\$ 15,437.42
WATER	15,742.24	353.06	16,095.30	1,699.51	1,174.41	\$ 18,969.22
SEWER	8,171.34	190.00	8,361.34	917.52	633.70	\$ 9,912.56
PARKS	15,566.26	174.41	15,740.67	1,696.85	1,152.97	\$ 18,590.49
RECREATION	12,915.28	-	12,915.28	1,147.17	964.73	\$ 15,027.18
LIBRARY	15,110.74	-	15,110.74	879.91	1,125.92	\$ 17,116.57
TOTALS	\$ 235,462.76	\$ 10,923.28	\$ 246,386.04	\$ 12,783.56	\$ 17,900.28	\$ 277,069.88

TOTAL PAYROLL

\$ 277,069.88



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, December 12, 2017

ACCOUNTS PAYABLE

DATE

City MasterCard Bill Register <i>(Pages 1 - 7)</i>	11/25/2017	133,385.83
Manual Check Register <i>(Page 8)</i>	11/29/2017	114,139.04
Manual Check Register <i>(Page 9)</i>	11/30/2017	172,912.68
Manual Check Register <i>(Page 10)</i>	12/04/2017	274,912.89
City Check Register <i>(Pages 11 - 35)</i>	12/12/2017	539,046.40

	SUB-TOTAL:	\$1,234,396.84
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WIRE PAYMENTS

Amalgamated Bank of Chicago - 2014A Bond - Interest PMT	11/21/2017	69,293.75
Amalgamated Bank of Chicago - 2014A Bond -Principal PMT	11/21/2017	190,000.00
Amalgamated Bank of Chicago - 2015A Bond -Interest PMT	11/21/2017	109,500.00
Amalgamated Bank of Chicago - 2015A Bond -Principal PMT	11/21/2017	155,000.00
BNY Mellon - 2014 Bond - Interest PMT	11/21/2017	25,357.50

	TOTAL PAYMENTS:	\$549,151.25
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PAYROLL

Bi - Weekly <i>(Page 36)</i>	12/01/2017	277,069.88
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	SUB-TOTAL:	\$277,069.88
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	TOTAL DISBURSEMENTS:	\$2,060,617.97
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Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2017-57

Agenda Item Summary Memo

Title: Resolution Urging the Governor to Veto Senate Bill 1451

Meeting and Date: City Council – December 12, 2017

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: December 7, 2017
Subject: Resolution urging veto of SB1451

Summary

Consideration of a resolution urging Governor Rauner to veto Senate Bill 1451, which deals with small cell antennae regulations on local governments.

Background

Small cell wireless facilities have been rolling out statewide over the past couple years due to the rising usage of data by consumers. These small cell facilities typically involve modest antennae and a utility box on existing aboveground utility poles, but in certain cases can result in the construction of 100+ foot tall monopoles. Whereas past cell technology could typically be sited on large antenna or network towers on private property and spaced miles apart, small cell wireless facilities are smaller but require more sites and less distance between the sites. Data providers have decided to site these facilities within the rights-of-way throughout the country, rather than pursue equipment housed on private property. Since this equipment is not considered a public utility in the same way a gas line or an electric pole are, the state and city laws governing their installation is not fully protective of the public.

These inadequate regulations led to a scenario in Yorkville where several months ago a small cell provider asked the City for permission to build an 80 foot tall monopole in the parkway immediately in front of City Hall. In that case, we were able to apply some sections of our public utilities in the right-of-way ordinance to the permit request and deny the request. The cell provider ended up modifying their request to an antenna on top of an existing utility pole near City Hall.

Given that these types of local regulation issues occurred in every municipality across the state, the small cell companies started to negotiate permitting agreements with the larger municipalities and sought a state-wide bill to address siting regulations. This bill ended up as SB1451, which was sponsored by Senator Terry Link of Gurnee. The original versions of the bill were heavily slanted towards the small cell companies and against municipal control. The matter was debated among lobbyists, municipalities, and legislators for months until the both the House and the Senate approved a bill in October 2017 that contains many regulations favorable to the industry. I have attached a couple articles from a press conference the Mayors of Aurora and Naperville held a few weeks ago on this issue.

At this time, Metrowest and the IML have identified a number of bill provisions that would be better served to be further negotiated between the parties rather than have the Governor

sign the existing bill. Metrowest and a number of other council of governments are requesting individual municipalities to pass resolutions urging Governor Rauner to veto the bill. We have attached a draft resolution for the City Council to consider. Because the council of governments, led by the DuPage Mayors and Managers Caucus have asked for the resolutions to be approved by the end of the calendar year, we have placed it directly on the Mayor's Report on City Council, rather than introduce the item to a committee.

Recommendation

Staff recommends approval of the resolution urging veto of SB1451.

Resolution No. 2017-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS URGING THE GOVERNOR TO VETO SENATE BILL 1451**

WHEREAS, the United City of Yorkville supports the goal of ensuring reliable wireless services in our communities and the advancement of technology in the telecommunications industry; and

WHEREAS, Senate Bill (“SB”) 1451 establishes the Small Wireless Facilities Deployment Act and severely limits municipal authority to regulate, site, or charge permit fees for wireless facilities; and

WHEREAS, SB 1451 permits a private business entity to use public right-of-way at a rate far below market value, distorting the private market for small wireless facilities; and

WHEREAS, SB 1451 permits wireless providers, and third parties who act as agents or contractors for wireless providers, to locate telecommunications equipment with an antenna as large as six (6) cubic feet in size, and associated equipment up to twenty-five (25) cubic feet in size, on existing or new utility poles subject to minimal zoning regulations by the municipality; and

WHEREAS, SB 1451 creates an automatic approval timeline, which is one-sided and detrimental to the public, presuming that municipalities are negligent—and providers not—when a permit is incomplete or inadequate; and

WHEREAS, state legislators amended SB 1451 to exempt the City of Chicago in an effort to pass the legislation; and

WHEREAS, many municipalities have already enacted ordinances, or are in the process of updating their codes to address small wireless facilities, or are developing right-of-way use agreements with the industry, indicating that municipalities are making a significant effort to develop reasonable standards for the deployment of wireless facilities; and

WHEREAS, Illinois municipalities are diverse and each one must be given the opportunity to develop reasonable regulations that will protect their specific needs;

NOW, THEREFORE, BE IT RESOLVED that the United City of Yorkville opposes SB 1451 as passed by the Illinois General Assembly and urges the Governor to veto the legislation.

BE IT FURTHER RESOLVED that the United City of Yorkville is committed to developing reasonable regulations for the deployment of wireless technology and is eager to work with stakeholders to develop regulations that ensure reliable wireless services while also preserving the rights of the municipality, property owners, and citizens.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this

_____ day of _____, 2017.

CITY CLERK

CARLO COLOSIMO _____ KEN KOCH _____

JACKIE MILSCHEWSKI _____ ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____ JOEL FRIEDERS _____

SEAVER TARULIS _____ ALEX HERNANDEZ _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this

_____ day of _____, 2017.

MAYOR

Attest:

City Clerk

Aurora, Naperville, others unite against bill that would regulate wireless installations



Naperville Mayor Steve Chirico, right, speaks as Aurora Mayor Richard Irvin listens during a press conference the two hosted in Aurora Monday. (Steve Lord / The Beacon-News)

By **Steve Lord**
Aurora Beacon-News

NOVEMBER 6, 2017, 5:43 PM

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t against a bill in
allations

Led by [Aurora](#) Mayor Richard Irvin and [Naperville](#) Mayor Steve Chirico, three county board members and seven mayors of other area communities held a press conference Monday in Aurora to lead the charge against SB1451, known as the Small Cell Wireless Bill.

The local officials are united in their fear that SB1451 will take away local regulation of small cell wireless installations — both in where they are located in local rights-of-way and on existing municipal light and power poles, and how many are allowed in any one place.

"In essence, it allows private companies to have a monopoly over public infrastructure," said Irvin.

Chirico pointed out that the reason for small cell installations — to further the latest 5G technology that brings more power and data capacity to wireless communication — is a state-of-the-art technology everyone favors.

"We all want it, but let's do it right," Chirico said. "Let's be thoughtful about it. We don't get a second chance at this."

Joining the mayors on the dais Monday were three county board chairmen: [Chris Lauzen](#), Kane County; [Dan Cronin](#), DuPage County; and Scott Gryder, Kendall County. The county board chairmen of all six Chicago area suburban counties — also including Will, Lake and McHenry — have publicly opposed the bill.

The city of Chicago is exempted from the bill.

Also at the press conference were mayors from seven different municipalities in DuPage, Kane and Kendall counties.

According to a joint news release from Aurora and Naperville, SB1451 would create the Small Wireless Facilities Deployment Act that would assure local governments could not "prohibit, regulate or charge for the installation, mounting, maintaining, modifying, operating, or replacement of small wireless facilities on or adjacent to a wireless support structure or utility pole."

Irvin pointed out that the current legislation gives private control over installations on taxpayer-owned facilities, and that it "can number in the hundreds of thousands in our community."

The law also establishes an artificially low fee for local government to recover costs incurred by the use of public facilities, Irvin said.

Chirico pointed out that over the years, Naperville has spent "millions of dollars" having electric wires put underground in attempts to make neighborhoods look nicer without utility poles.

Cronin said Verizon and DuPage County recently took nine months to craft a 20-year agreement that would become void after five years, if the Senate bill were passed.

"Who do you want to decide what your neighborhood looks like?" he said. "This is overreaching by the state."

Gryder, along with Oswego Village President Gail Johnson, pointed out that Oswego is a fast-growing community that already has "put a tremendous amount of planning into the future." He wondered if governments would end up having to pay private entities to expand.

One of the things the local officials urged was to negotiate the bill so it is fairer to local communities. They pointed out that in many cases, local communities have done more research into small cells and how it affects local infrastructure.

Aurora, for instance, within the last year has enacted a new ordinance that governs towers and small cell installations, and is looking at making the small cell regulations clearer.

"More work needs to be done (on this bill)," said Lauzen. "There's no reason to hurry."

Irvin pointed out that everyone wants the 5G technology, but that there is a way to properly do it without inundating the landscape with the power installations.

To that end, he had Michale Pegues, Aurora's chief information officer, talk about how the 5G networks can be built with more centralized control, eliminating the need for individual power installations on each pole. But the companies do not want to spend that money right now, officials said.

He also pointed out that municipalities have a concern about their own public safety networks, and what would happen if a private entity interferes with the public safety facilities.

SB1451 is in hearings now before the House Public Utilities Committee. It already has lost once in the House — by nine votes earlier this year.

"There are dozens of lobbyists presenting this," said Roger Claar, Bolingbrook mayor. "They say nothing ever dies in Springfield."

slord@tribpub.com

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This article is related to: [Aurora](#), [Naperville](#), [Dan Cronin](#), [Chris Lauzen](#)

State bill on small cell wireless installation held for negotiations



Aurora Mayor Richard Irvin, left, and Naperville Mayor Steve Chirico, far right, hosted a press conference earlier this month to oppose a state Senate bill that would take away local control over small cell wireless installations. (Steve Lord / The Beacon-News)

By **Steve Lord**
Aurora Beacon-News

NOVEMBER 16, 2017, 10:48 AM

A bill concerning small cell wireless installations that [Aurora](#) area communities united to oppose has been held in the state Senate.

SB1451, known as the Small Cell Wireless Bill, was held by State Senate President John Cullerton, although the bill did pass both the House and Senate during the recent veto session.

The hold will give state officials a chance to negotiate with local officials to address what the locals fear would take away local regulation.

More negotiation is what Aurora Mayor Richard Irvin and [Naperville](#) Mayor Steve Chirico, along with three county board members and seven mayors of other area communities, asked for when they held a news conference last week to show a united front against the bill.

The local officials said SB1451 would take away local regulation of small cell wireless installations — both in where they are located in local rights-of-way and on existing municipal light and power poles, and how many are allowed in any one place.

Officials agreed they want the resulting technology addressed in the bill — the more powerful 5G network for cell phones. But they said they need to be able to control what goes in local rights-of-way, and where.

This week, Irvin said he "would hope" the bill was held because state officials heard what local officials were saying during events like the press conference Aurora and Naperville held.

"They have to listen to what the cities are saying," Irvin said.

slord@tribpub.com

This article is related to: [Aurora, Naperville](#)

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SB1451 Engrossed

LRB100 09256 AWJ 19412 b

1 AN ACT concerning local government.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 1. Short title. This Act may be cited as the Small
5 Wireless Facilities Deployment Act.

6 Section 5. Legislative intent. Small wireless facilities
7 are critical to delivering wireless access to advanced
8 technology, broadband, and 9-1-1 services to homes,
9 businesses, and schools in Illinois. Because of the integral
10 role that the delivery of wireless technology plays in the
11 economic vitality of the State of Illinois and in the lives of
12 its citizens, the General Assembly has determined that a law
13 addressing the deployment of wireless technology is of vital
14 interest to the State. To ensure that public and private
15 Illinois consumers continue to benefit from these services as
16 soon as possible and to ensure that providers of wireless
17 access have a fair and predictable process for the deployment
18 of small wireless facilities in a manner consistent with the
19 character of the area in which the small wireless facilities
20 are deployed, the General Assembly is enacting this Act, which
21 specifies how local authorities may regulate the collocation of
22 small wireless facilities.

SB1451 Engrossed

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1 Section 7. Applicability. This Act does not apply to a
2 municipality with a population of 1,000,000 or more.

3 Section 10. Definitions. As used in this Act:

4 "Antenna" means communications equipment that transmits or
5 receives electromagnetic radio frequency signals used in the
6 provision of wireless services.

7 "Applicable codes" means uniform building, fire,
8 electrical, plumbing, or mechanical codes adopted by a
9 recognized national code organization or local amendments to
10 those codes, including the National Electric Safety Code.

11 "Applicant" means any person who submits an application and
12 is a wireless provider.

13 "Application" means a request submitted by an applicant to
14 an authority for a permit to collocate small wireless
15 facilities as well as any applicable fee for the review of such
16 application.

17 "Authority" means a unit of local government that has
18 jurisdiction and control for use of public rights-of-way as
19 provided by the Illinois Highway Code for placements within
20 public rights-of-way or has zoning or land use control for
21 placements not within public rights-of-way.

22 "Authority utility pole" means a utility pole owned or
23 operated by an authority in public rights-of-way.

24 "Collocate" or "collocation" means to install, mount,
25 maintain, modify, operate, or replace wireless facilities on or

1 adjacent to a wireless support structure or utility pole.

2 "Communications service" means cable service, as defined
3 in 47 U.S.C. 522(6), as amended; information service, as

4 defined in 47 U.S.C. 153(24), as amended; telecommunications
5 service, as defined in 47 U.S.C. 153(53), as amended; mobile
6 service, as defined in 47 U.S.C. 153(33), as amended; or
7 wireless service other than mobile service.

8 "Communications service provider" means a cable operator,
9 as defined in 47 U.S.C. 522(5), as amended; a provider of
10 information service, as defined in 47 U.S.C. 153(24), as
11 amended; a telecommunications carrier, as defined in 47 U.S.C.
12 153(51), as amended; or a wireless provider.

13 "FCC" means the Federal Communications Commission of the
14 United States.

15 "Fee" means a one-time charge.

16 "Law" means a federal or State statute, common law, code,
17 rule, regulation, order, or local ordinance or resolution.

18 "Micro wireless facility" means a small wireless facility
19 that is not larger in dimension than 24 inches in length, 15
20 inches in width, and 12 inches in height and that has an
21 exterior antenna, if any, no longer than 11 inches.

22 "Permit" means a written authorization required by an
23 authority to perform an action or initiate, continue, or
24 complete a project.

25 "Person" means an individual, corporation, limited
26 liability company, partnership, association, trust, or other

1 entity or organization, including an authority.

2 "Rate" means a recurring charge.

3 "Right-of-way" means the area on, below, or above a public
4 roadway, highway, street, public sidewalk, alley, or utility
5 easement dedicated for compatible use. "Right-of-way" does not
6 include authority-owned aerial lines.

7 "Small wireless facility" means a wireless facility that
8 meets both of the following qualifications: (i) each antenna is
9 located inside an enclosure of no more than 6 cubic feet in
10 volume or, in the case of an antenna that has exposed elements,
11 the antenna and all of its exposed elements could fit within an
12 imaginary enclosure of no more than 6 cubic feet; and (ii) all
13 other wireless equipment associated with the facility is
14 cumulatively no more than 28 cubic feet in volume. The
15 following types of associated ancillary equipment are not
16 included in the calculation of equipment volume: electric
17 meter, concealment elements, telecommunications demarcation
18 box, ground-based enclosures, grounding equipment, power
19 transfer switch, cut-off switch, and vertical cable runs for
20 the connection of power and other services.

21 "Utility pole" means a pole or similar structure that is
22 used in whole or in part by a communications service provider
23 or for electric distribution, lighting, traffic control,
24 signage, or a similar function.

25 "Wireless facility" means equipment at a fixed location
26 that enables wireless communications between user equipment

1 and a communications network, including: (i) equipment
2 associated with wireless communications; and (ii) radio
3 transceivers, antennas, coaxial or fiber-optic cable, regular
4 and backup power supplies, and comparable equipment,
5 regardless of technological configuration. "Wireless facility"
6 includes small wireless facilities. "Wireless facility" does
7 not include: (i) the structure or improvements on, under, or
8 within which the equipment is collocated; or (ii) wireline
9 backhaul facilities, coaxial or fiber optic cable that is

10 between wireless support structures or utility poles or
11 coaxial, or fiber optic cable that is otherwise not immediately
12 adjacent to or directly associated with an antenna.

13 "Wireless infrastructure provider" means any person,
14 including a person authorized to provide telecommunications
15 service in the State, that builds or installs wireless
16 communication transmission equipment, wireless facilities,
17 wireless support structures, or utility poles, but that is not
18 a wireless services provider.

19 "Wireless provider" means a wireless infrastructure
20 provider or a wireless services provider.

21 "Wireless services" means any services provided using
22 licensed or unlicensed spectrum, whether at a fixed location or
23 mobile, provided using wireless facilities.

24 "Wireless services provider" means a person who provides
25 wireless services.

26 "Wireless support structure" means a freestanding

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1 structure, such as a monopole; tower, either guyed or
2 self-supporting; billboard; or other existing or proposed
3 structure designed to support or capable of supporting wireless
4 facilities. "Wireless support structure" does not include a
5 utility pole.

6 Section 15. Regulation of small wireless facilities.

7 (a) This Section applies to activities of a wireless
8 provider within or outside rights-of-way.

9 (b) Except as provided in this Section, an authority may
10 not prohibit, regulate, or charge for the collocation of small
11 wireless facilities.

12 (c) Small wireless facilities shall be classified as

13 permitted uses and not subject to zoning review or approval if
14 they are collocated (i) in rights-of-way in any zone, or (ii)
15 outside rights-of-way in property not zoned primarily for
16 residential use.

17 (d) An authority may require an applicant to obtain one or
18 more permits to collocate a small wireless facility, provided
19 that the permits are of general applicability. An authority
20 shall receive applications for, process, and issue permits
21 subject to the following requirements:

22 (1) An authority may not directly or indirectly require
23 an applicant to perform services unrelated to the
24 collocation for which approval is sought, such as in-kind
25 contributions to the authority, including reserving fiber,

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1 conduit, or pole space for the authority on the wireless
2 provider's utility pole. An authority may reserve space on
3 authority utility poles for future public safety uses or
4 for the authority's electric utility uses, but a
5 reservation of space may not preclude the collocation of a
6 small wireless facility if the authority utility pole can
7 accommodate both uses.

8 (2) An applicant shall not be required to provide more
9 information to obtain a permit than the authority requires
10 of a communications service provider that is not a wireless
11 provider that requests to attach facilities to a structure;
12 however, a wireless provider may be required to provide the
13 following information when seeking a permit to collocate
14 small wireless facilities on an authority utility pole:

15 (A) site specific structural integrity and
16

17 make-ready analysis prepared by a structural engineer,
18 as that term is defined in Section 4 of the Structural
19 Engineering Practice Act of 1989;

20 (B) the location where each proposed small
21 wireless facility or utility pole would be installed
22 and photographs of the location and its immediate
23 surroundings depicting the poles or structures on
24 which each proposed small wireless facility would be
25 mounted or location where utility poles or structures
26 would be installed;

(C) specifications and drawings prepared by a

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1 structural engineer, as that term is defined in Section
2 4 of the Structural Engineering Practice Act of 1989,
3 for each proposed small wireless facility covered by
4 the application as it is proposed to be installed;

5 (D) a proposed schedule for the installation and
6 completion of each small wireless facility covered by
7 the application, if approved; and

8 (E) certification that the collocation complies
9 with paragraph (6) to the best of the applicant's
10 knowledge.

11 (3) Subject to paragraph (6), an authority may not
12 require the placement of small wireless facilities on any
13 specific utility pole, or category of poles, or require
14 multiple antenna systems on a single utility pole; however,
15 with respect to an application for the collocation of a
16 small wireless facility associated with a new utility pole,
17 an authority may propose that the small wireless facility

18 be collocated on an existing utility pole or existing
19 wireless support structure within 50 feet of the proposed
20 collocation, which the applicant shall accept if it has the
21 right to use the alternate structure on reasonable terms
22 and conditions and the alternate location and structure
23 does not impose technical limits or additional material
24 costs as determined by the applicant.

25 (4) Subject to paragraph (6), an authority may not
26 limit the placement of pole-mounted small wireless

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1 facilities by minimum horizontal separation distances.

2 (5) An authority may limit the maximum height of a
3 small wireless facility to 10 feet above the utility pole
4 or wireless support structure on which the small wireless
5 facility is collocated. Subject to any exception process in
6 an authority's zoning ordinance, the authority may limit
7 the height of new or replacement utility poles or wireless
8 support structures on which small wireless facilities are
9 collocated to the higher of: (i) 10 feet in height above
10 the tallest existing utility pole, other than a utility
11 pole supporting only wireless facilities, that is in place
12 on the date the application is submitted to the authority,
13 that is located within 500 feet of the new or replacement
14 wireless support structure and that is in the same right of
15 way within the jurisdictional boundary of the authority; or
16 (ii) 45 feet above ground level.

17 (6) An authority may require that:

18 (A) the wireless provider's operation of the small
19 wireless facilities in the right-of-way does not

20 interfere with the frequencies used by the authority's
21 public safety communications;

22 (B) the wireless provider comply with requirements
23 that are imposed by a contract between an authority and
24 a private property owner that concern design or
25 construction standards applicable to utility poles and
26 ground-mounted equipment located in the right-of-way;

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1 (C) the wireless provider comply with applicable
2 spacing requirements in applicable codes and
3 ordinances concerning the location of ground-mounted
4 equipment located in the right-of-way if the
5 requirements include a waiver, zoning, or other
6 process that addresses wireless provider requests for
7 exception or variance and do not prohibit granting of
8 such exceptions or variances;

9 (D) the wireless provider comply with local code
10 provisions or regulations concerning undergrounding
11 requirements that prohibit the installation of new or
12 the modification of existing utility poles in a right
13 of way without prior approval if the requirements
14 include a waiver, zoning, or other process that
15 addresses requests to install such new utility poles or
16 modify such existing utility poles and do not prohibit
17 the replacement of utility poles;

18 (E) the wireless provider comply with generally
19 applicable standards adopted by an authority for
20 construction in the rights-of-way; and

21 (F) a wireless provider not collocate small

22 wireless facilities on authority utility poles that
23 are part of an electric distribution or transmission
24 system within the communication worker safety zone of
25 the pole or the electric supply zone of the pole;
26 however, the antenna and support equipment of the small

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1 wireless facility may be located in the communications
2 space on the pole and on the top of the pole, if not
3 otherwise unavailable, if the wireless provider
4 complies with applicable codes for work involving the
5 top of the pole; for purposes of this subparagraph (F),
6 the terms "communications space", "communication
7 worker safety zone", and "electric supply zone" have
8 the meanings given to those terms in the National
9 Electric Safety Code as published by the Institute of
10 Electrical and Electronics Engineers.

11 (7) Within 30 days after receiving an application, an
12 authority must determine whether the application is
13 complete and notify the applicant. If an application is
14 incomplete, an authority must specifically identify the
15 missing information. An application shall be deemed
16 complete if the authority fails to provide notification to
17 the applicant within 30 days after when all documents,
18 information, and fees specifically enumerated in the
19 authority's permit application form are submitted by the
20 applicant to the authority. Processing deadlines are
21 tolled from the time the authority sends the notice of
22 incompleteness to the time the applicant provides the
23 missing information.

24 (8) An application shall be processed on a
25 nondiscriminatory basis and deemed approved if the
26 authority fails to approve or deny the application within

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1 90 days; however, if an applicant intends to proceed with
2 the permitted activity on a deemed approved basis, the
3 applicant must notify the authority in writing of its
4 intention to invoke the deemed approved remedy no sooner
5 than 75 days after the submission of a completed
6 application. The permit shall be deemed approved on the
7 latter of the 90th day after submission of the complete
8 application or the 10th day after the receipt of the deemed
9 approved notice by the authority. The receipt of the deemed
10 approved notice shall not preclude the authority's denial
11 of the permit request within the time limits as provided
12 under this Act.

13 (9) An authority shall approve an application unless
14 the application does not meet the applicable codes, local
15 code provisions or regulations that concern public safety,
16 written design standards that are generally applicable for
17 decorative utility poles or reasonable stealth and
18 concealment requirements, and the requirements of
19 paragraph (6). If an authority determines that applicable
20 codes, local code provisions or regulations, or the
21 requirements of paragraph (6) require that the utility pole
22 or wireless support structure be replaced before the
23 requested collocation, approval may be conditioned on the
24 replacement of the utility pole or wireless support
25 structure. The authority must document the basis for a

1 application conditions on which the denial was based, and
2 send the documentation to the applicant on or before the
3 day the authority denies an application. The applicant may
4 cure the deficiencies identified by the authority and
5 resubmit the application within 30 days after notice of
6 denial is sent to the applicant without paying an
7 additional application fee. The authority shall approve or
8 deny the revised application within 30 days after the
9 applicant resubmits the application or it is deemed
10 approved; however, the applicant must notify the authority
11 in writing of its intention to proceed with the permitted
12 activity on a deemed approved basis, which may be submitted
13 with the resubmitted application. Any subsequent review
14 shall be limited to the deficiencies cited in the denial.

15 (10) The time period for applications may be further
16 tolled by:

17 (A) the express agreement in writing by both the
18 applicant and the authority; or

19 (B) a local, State, or federal disaster
20 declaration or similar emergency that causes the
21 delay.

22 (11) An applicant seeking to collocate small wireless
23 facilities within the jurisdiction of a single authority
24 shall be allowed, at the applicant's discretion, to file a
25 consolidated application and receive a single permit for
26 the collocation of up to 25 small wireless facilities if

1 the collocations each involve substantially the same type
2 of small wireless facility and substantially the same type
3 of structure. If an application includes multiple small
4 wireless facilities, the authority may remove small
5 wireless facility collocations from the application and
6 treat separately small wireless facility collocations for
7 which incomplete information has been provided or that do
8 not qualify for consolidated treatment or that are denied.
9 The authority may issue separate permits for each
10 collocation that is approved in a consolidated
11 application.

12 (12) Collocation for which a permit is granted shall be
13 completed within 180 days after issuance of the permit,
14 unless the authority and the wireless provider agree to
15 extend this period or a delay is caused by make-ready work
16 for an authority utility pole or by the lack of commercial
17 power or backhaul availability at the site. Otherwise, the
18 permit shall be void unless the authority grants an
19 extension in writing to the applicant.

20 (13) The duration of a permit shall be for a period of
21 not less than 10 years, and the permit shall be renewed for
22 equivalent durations unless the authority makes a finding
23 that the small wireless facilities or the new or modified
24 utility pole do not comply with the applicable codes or
25 local code provisions or regulations in paragraphs (6) and
26 (9).

1 (14) An authority may not prohibit, either expressly or
2 de facto, the (i) filing, receiving, or processing
3 applications, or (ii) issuing of permits or other
4 approvals, if any, for the collocation of small wireless
5 facilities unless there has been a local, State, or federal
6 disaster declaration or similar emergency that causes the
7 delay.

8 (15) Applicants shall submit applications, supporting
9 information, and notices by personal delivery or as
10 otherwise required by the authority. An authority may
11 require that permits, supporting information, and notices
12 be submitted by personal delivery at the authority's
13 designated place of business, by regular mail postmarked on
14 the date due, or by any other commonly used means,
15 including electronic mail, as required by the authority.

16 (e) Application fees are subject to the following
17 requirements:

18 (1) An authority may charge an application fee only if
19 the fee is required for similar types of commercial
20 development within the authority's jurisdiction.

21 (2) An authority shall only charge fees for the actual,
22 direct, and reasonable costs incurred by the authority
23 relating to the granting or processing of an application.
24 The fees shall be reasonably related in time to the
25 incurring of such costs.

26 (3) A fee may not include: (i) travel expenses incurred

1 by a third party in its review of an application; or (ii)
2

direct payment or reimbursement of fees charged on a contingency basis or a result-based arrangement.

(4) Total application fees, where permitted, shall not exceed the lesser of: (i) the amount charged by the authority for a building permit for any similar commercial construction, activity, or land use development; or (ii) \$350 for each small wireless facility addressed in the application.

(f) An authority shall not require an application, approval, or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for: (i) routine maintenance; (ii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller; or (iii) the installation, placement, maintenance, operation, or replacement of micro wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes. However, an authority may require a permit to work within rights-of-way for activities that affect traffic patterns or require lane closures.

(g) Nothing in this Act authorizes a person to collocate small wireless facilities on: (1) private property or a privately owned utility pole or wireless support structure without the consent of the property owner; (2) property owned,

leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation, or conservation purposes without the consent of the affected district, excluding the placement of facilities on

5 rights-of-way located in an affected district that are under
6 the jurisdiction and control of a different unit of local
7 government as provided by the Illinois Highway Code; or (3)
8 property owned by a rail carrier registered under Section
9 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or
10 any other public commuter rail service, or an electric utility
11 as defined in Section 16-102 of the Public Utilities Act,
12 without the consent of the rail carrier, public commuter rail
13 service, or electric utility. The provisions of this Act do not
14 apply to an electric or gas public utility or such utility's
15 wireless facilities if the facilities are being used,
16 developed, and maintained consistent with the provisions of
17 subsection (i) of Section 16-108.5 of the Public Utilities Act.
18 For the purposes of this subsection, "public utility" has the
19 meaning given to that term in Section 3-105 of the Public
20 Utilities Act. Nothing in this Act shall be construed to
21 relieve any person from any requirement (1) to obtain a
22 franchise or a state-issued authorization to offer cable
23 service or video service or (2) to obtain any required
24 permission to install, place, maintain, or operate
25 communications facilities, other than small wireless
26 facilities subject to this Act.

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1 (h) Agreements between authorities and wireless providers
2 that relate to the collocation of small wireless facilities in
3 the right-of-way, including the collocation of small wireless
4 facilities on authority utility poles, that are in effect
5 before the wireless provider accepts rates or fees under this
6 Act remain in effect for all small wireless facilities
7 collocated on the authority's utility poles pursuant to

8 applications submitted to the authority before the effective
9 date of this Act, subject to applicable termination provisions.
10 The wireless provider may accept the rates, fees, and terms
11 provided under this Act for the collocation of small wireless
12 facilities that are the subject of an application submitted
13 after the rates, fees, and terms become effective.

14 (i) An authority shall allow the collocation of small
15 wireless facilities on authority utility poles subject to the
16 following:

17 (1) An authority may not enter into an exclusive
18 arrangement with any person for the right to attach small
19 wireless facilities to authority utility poles.

20 (2) The rates and fees for collocations on authority
21 utility poles shall be nondiscriminatory regardless of the
22 services provided by the collocating person.

23 (3) An authority may charge an annual recurring rate to
24 collocate a small wireless facility on an authority utility
25 pole that equals (i) \$200 per year or (ii) the actual,
26 direct, and reasonable costs related to the wireless

1 provider's use of space on the authority utility pole. In
2 any controversy concerning the appropriateness of a
3 cost-based rate for an authority utility pole, the
4 authority shall have the burden of proving that the rate
5 does not exceed the actual, direct, and reasonable costs
6 for the applicant's proposed use of the pole. Nothing in
7 this paragraph (3) prohibits a wireless provider and an
8 authority from mutually agreeing to an annual recurring
9 rate of less than \$200 to collocate a small wireless
10 facility on an authority utility pole.

11 (4) If an authority has an existing pole attachment
12 rate, fee, or other term that does not comply with the
13 requirements in this Section, the authority shall, no later
14 than 6 months after the effective date of this Act, reform
15 the rate, fee, or term in compliance with this Section.

16 (5) Authorities or other persons owning or controlling
17 authority utility poles shall offer rates, fees, and other
18 terms that comply with subparagraphs (A) through (D) of
19 this paragraph (5). Within 6 months after the effective
20 date of this Act or 3 months after receiving a request to
21 collocate its first small wireless facility on an authority
22 utility pole, whichever is later, a person owning or
23 controlling authority utility poles shall make available,
24 through ordinance or otherwise, the rates, fees, and terms
25 for the collocation of small wireless facilities on such
26 poles that comply with subparagraphs (A) through (D) of

1 this paragraph (5).

2 (A) The rates, fees, and terms must be
3 nondiscriminatory, competitively neutral, and
4 commercially reasonable and must comply with this
5 subsection (i).

6 (B) For authority utility poles that support
7 aerial facilities used to provide communications
8 services or electric service, wireless providers shall
9 comply with the process for make-ready work under 47
10 U.S.C. 224 and its implementing regulations, and the
11 authority shall follow a substantially similar process
12 for make-ready work except to the extent that the

13 timing requirements are otherwise addressed in this
14 Act. The good-faith estimate of the person owning or
15 controlling the pole for any make-ready work necessary
16 to enable the pole to support the requested collocation
17 shall include pole replacement, if necessary.

18 (C) For authority utility poles that do not support
19 aerial facilities used to provide communications
20 services or electric service, the authority shall
21 provide a good-faith estimate for any make-ready work
22 necessary to enable the pole to support the requested
23 collocation, including pole replacement, if necessary,
24 within 90 days after receipt of a complete application.
25 Make-ready work, including any pole replacement, shall
26 be completed within 60 days of written acceptance of

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1 the good-faith estimate by the applicant.
2 Alternatively, if the authority determines that
3 applicable codes or public safety regulations require
4 the authority utility pole to be replaced to support
5 the requested collocation, the authority may require
6 the wireless provider to replace the authority utility
7 pole.

8 (D) The authority shall not require more
9 make-ready work than required to meet applicable codes
10 or industry standards. Fees for make-ready work,
11 including any pole replacement, shall not exceed
12 actual costs or the amount charged to communications
13 service providers for similar work and shall not
14 include any consultants' fees or expenses for

15 authority utility poles that do not support aerial
16 facilities used to provide communications services or
17 electric service.

18 (j) An authority shall authorize the collocation of small
19 wireless facilities on utility poles owned or controlled by the
20 authority that are not located within rights-of-way to the same
21 extent the authority permits access to utility poles for other
22 commercial projects or uses. The collocations shall be subject
23 to reasonable and nondiscriminatory rates, fees, and terms as
24 provided in an agreement between the authority and the wireless
25 provider.

26 (k) Nothing in this Section precludes an authority from

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1 adopting reasonable rules with respect to the removal of
2 abandoned small wireless facilities. A small wireless facility
3 that is not operated for a continuous period of 12 months shall
4 be considered abandoned and the owner of the facility must
5 remove the small wireless facility within 90 days after receipt
6 of written notice from the authority notifying the owner of the
7 abandonment. The notice shall be sent by certified or
8 registered mail, return receipt requested, by the authority to
9 the owner at the last known address of the owner.

10 (l) Nothing in this Section requires an authority to
11 install or maintain any specific utility pole or to continue to
12 install or maintain utility poles in any location if the
13 authority makes a non-discriminatory decision to eliminate
14 above-ground utility poles of a particular type generally, such
15 as electric utility poles, in all or a significant portion of
16 its geographic jurisdiction. For authority utility poles with
17 collocated small wireless facilities in place when an authority

18 makes a decision to eliminate above-ground utility poles of a
19 particular type generally, the authority shall either (i)
20 continue to maintain the authority utility pole or install and
21 maintain a reasonable alternative utility pole or wireless
22 support structure for the collocation of the small wireless
23 facility, or (ii) offer to sell the utility pole to the
24 wireless provider at a reasonable cost or allow the wireless
25 provider to install its own utility pole so it can maintain
26 service from that location.

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1 Section 20. Local authority. Subject to this Act and
2 applicable federal law, an authority may continue to exercise
3 zoning, land use, planning, and permitting authority within its
4 territorial boundaries, including with respect to wireless
5 support structures and utility poles; except that no authority
6 shall have or exercise any jurisdiction or authority over the
7 design, engineering, construction, installation, or operation
8 of any small wireless facility located in an interior structure
9 or upon the site of any campus, stadium, or athletic facility
10 not otherwise owned or controlled by the authority, other than
11 to comply with applicable codes and local code provisions
12 concerning public safety. Nothing in this Act authorizes the
13 State or any political subdivision, including an authority, to
14 require wireless facility deployment or to regulate wireless
15 services.

16 Section 25. Dispute resolution. A circuit court has
17 jurisdiction to resolve all disputes arising under this Act.
18 Pending resolution of a dispute concerning rates for
19 collocation of small wireless facilities on authority utility

20 poles, the authority shall allow the collocating person to
21 collocate on its poles at annual rates of no more than \$200 per
22 year per utility pole, with rates to be determined upon final
23 resolution of the dispute.

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1 Section 30. Indemnification. A wireless provider shall
2 indemnify and hold an authority harmless against any and all
3 liability or loss from personal injury or property damage
4 resulting from or arising out of, in whole or in part, the use
5 or occupancy of the authority improvements or right-of-way
6 associated with such improvements by the wireless provider or
7 its employees, agents, or contractors arising out of the rights
8 and privileges granted under this Act. A wireless provider has
9 no obligation to indemnify or hold harmless against any
10 liabilities and losses as may be due to or caused by the sole
11 negligence of the authority or its employees or agents. A
12 wireless provider shall further waive any claims that they may
13 have against an authority with respect to consequential,
14 incidental, or special damages, however caused, based on the
15 theory of liability.

16 Section 35. Insurance.

17 (a) Except for a wireless provider with an existing
18 franchise to occupy and operate in the rights-of-way, during
19 the period in which the wireless provider's facilities are
20 located on the authority improvements or rights-of-way, the
21 authority may require the wireless provider to carry, at the
22 wireless provider's own cost and expense, the following
23 insurance: (i) property insurance for its property's
24 replacement cost against all risks; (ii) workers' compensation

25 insurance, as required by law; or (iii) commercial general

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1 liability insurance with respect to its activities on the
2 authority improvements or rights-of-way to afford minimum
3 protection limits consistent with its requirements of other
4 users of authority improvements or rights-of-way, including
5 coverage for bodily injury and property damage. An authority
6 may require a wireless provider to include the authority as an
7 additional insured on the commercial general liability policy
8 and provide certification and documentation of inclusion of the
9 authority in a commercial general liability policy as
10 reasonably required by the authority.

11 (b) A wireless provider may self-insure all or a portion of
12 the insurance coverage and limit requirements required by an
13 authority. A wireless provider that self-insures is not
14 required, to the extent of the self-insurance, to comply with
15 the requirement for the naming of additional insureds under
16 this Section. A wireless provider that elects to self-insure
17 shall provide to the authority evidence sufficient to
18 demonstrate its financial ability to self-insure the insurance
19 coverage and limits required by the authority.

20 Section 40. Home rule. A home rule unit may not regulate
21 small wireless facilities in a manner inconsistent with this
22 Act. This Section is a limitation under subsection (i) of
23 Section 6 of Article VII of the Illinois Constitution on the
24 concurrent exercise by home rule units of powers and functions
25 exercised by the State.

1 Section 90. Repeal. This Act is repealed on June 1, 2020.

2 Section 100. The Counties Code is amended by changing
3 Section 5-12001.2 as follows:

4 (55 ILCS 5/5-12001.2)

5 Sec. 5-12001.2. Regulation of telecommunications
6 facilities; Lake County pilot project. In addition to any other
7 requirements under this Division concerning the regulation of
8 telecommunications facilities and except as provided by the
9 Small Wireless Facilities Deployment Act, the following
10 applies to any new telecommunications facilities in Lake County
11 that are not AM telecommunications towers or facilities:

12 (a) For every new wireless telecommunications facility
13 requiring a new tower structure, a telecommunications
14 carrier shall provide the county with documentation
15 consisting of the proposed location, a site plan, and an
16 elevation that sufficiently describes a proposed wireless
17 facility location.

18 (b) The county shall have 7 days to review the facility
19 proposal and contact the telecommunications carrier in
20 writing via e-mail or other written means as specified by
21 the telecommunications carrier. This written communication
22 shall either approve the proposed location or request a
23 meeting to review other possible alternative locations. If

1 requested, the meeting shall take place within 7 days after
2 the date of the written communication.

3 (c) At the meeting, the telecommunications carrier
4 shall provide the county documentation consisting of radio
5 frequency engineering criteria and a corresponding
6 telecommunications facility search ring map, together with
7 documentation of the carrier's efforts to site the proposed
8 facility within the telecommunications facility search
9 ring.

10 (d) Within 21 days after receipt of the carrier's
11 documentation, the county shall propose either an
12 alternative site within the telecommunications facility
13 search ring, or an alternative site outside of the
14 telecommunications search ring that meets the radio
15 frequency engineering criteria provided by the
16 telecommunications carrier and that will not materially
17 increase the construction budget beyond what was estimated
18 on the original carrier proposed site.

19 (e) If the county's proposed alternative site meets the
20 radio frequency engineering criteria provided by the
21 telecommunications carrier, and will not materially
22 increase the construction budget beyond what was estimated
23 on the original carrier proposed site, then the
24 telecommunications carrier shall agree to build the
25 facility at the alternative location, subject to the
26 negotiation of a lease with commercially reasonable terms

1 and the obtainment of the customary building permits.

2 (f) If the telecommunications carrier can demonstrate
3 that: (i) the county's proposed alternative site does not
4 meet the radio frequency engineering criteria, (ii) the

5 county's proposed alternative site will materially
6 increase the construction budget beyond what was estimated
7 on the original carrier proposed site, (iii) the county has
8 failed to provide an alternative site, or (iv) after a
9 period of 90 days after receipt of the alternative site,
10 the telecommunications carrier has failed, after acting in
11 good faith and with due diligence, to obtain a lease or, at
12 a minimum, a letter of intent to lease the alternative site
13 at lease rates not materially greater than the lease rate
14 for the original proposed site; then the carrier can
15 proceed to permit and construct the site under the
16 provisions and standards of Section 5-12001.1 of this Code.
17 (Source: P.A. 98-197, eff. 8-9-13; 98-756, eff. 7-16-14.)



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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2017-58

Agenda Item Summary Memo

Title: Downtown Wayfinding Signage Program

Meeting and Date: City Council – December 12, 2017

Synopsis: Discussion to approve the contract with Michael's Signs for the Downtown wayfinding signage program.

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Annie Callahan Purchasing
Name Department

Agenda Item Notes:



Memorandum

To: Economic Development Committee
From: Annie Callahan, Purchasing Manager
CC:
Date: December 5, 2017
Subject: Downtown Wayfinding Signage Program

Summary

Recommendation to award a contract to Michael's Signs, of Racine WI, for the Downtown Wayfinding Signage Program.

Background

The City had a comprehensive wayfinding signage program designed by Lakota Group and approved by the City Council as part of the Comprehensive Plan Update in 2016. It is important to the City and the downtown property and business owners that the downtown area has a unified look and feel. An RFP was submitted in August 2017 for an experienced vendor to fabricate and install wayfinding signage throughout the downtown area of the City to add to the beauty and ambiance of the downtown. The signs will welcome both vehicles and pedestrian traffic to the Downtown area and provide them guidance and direction. The aesthetic signage of the downtown area will be consistent throughout.

Bids were opened on October 27, 2017. The lowest reasonable bidder was Michael's Signs for a total of \$35,280 that included both Phase I and Phase II. Phase I is a total of twelve (12) lightpole signs giving direction to businesses and parking (\$13,420.00). Phase II includes four (4) freestanding kiosks, two (2) double sided and two (2) single sided kiosks (\$21,860.00). The budget for FY18 is \$25,000. Staff believes that we can include all of Phase I and half of Phase II into the budget this fiscal year, for a total of \$24,960.00. This work will be completed in early Spring 2018.

Michael's Signs would then complete the additional two (2) kiosks in FY19 for an additional \$10,320.00.

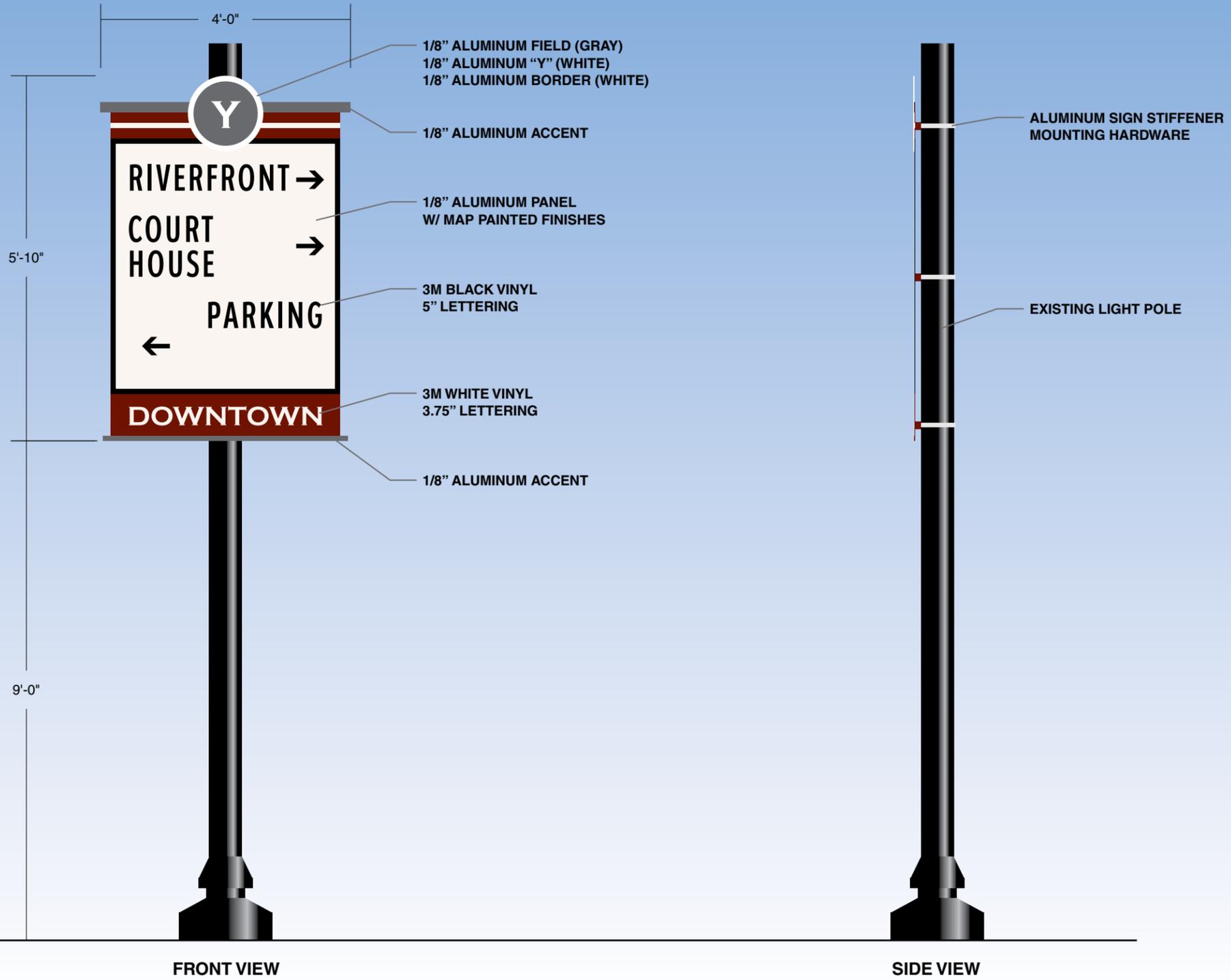
Additionally, there may be an opportunity to update the signage to include branding elements for the downtown based upon the recommendations from the City's Downtown Overlay District's planning consultant, Farr and Associates. It is expected that Farr and Associates will be underway with the branding component of the overlay district plan by late February/early April 2018. If it is feasible to incorporate the branding as part of the sign fabrication without delaying installation, deviating significantly from the originally approved signs, or increasing costs, staff would like to get feedback from the City Council on this approach as well.

Recommendation

Staff recommends awarding a contract to Michael's Signs for \$24,960.00 for FY18 and \$10,320.00 for FY19 for the Downtown wayfinding signage program. Contract will be awarded but final fabrication will not start until the branding component is finalized with Farr & Associates. Signs will be installed in April 2018.

CITY OF YORKVILLE

VEHICULAR WAYFINDING



FRONT VIEW

SIDE VIEW

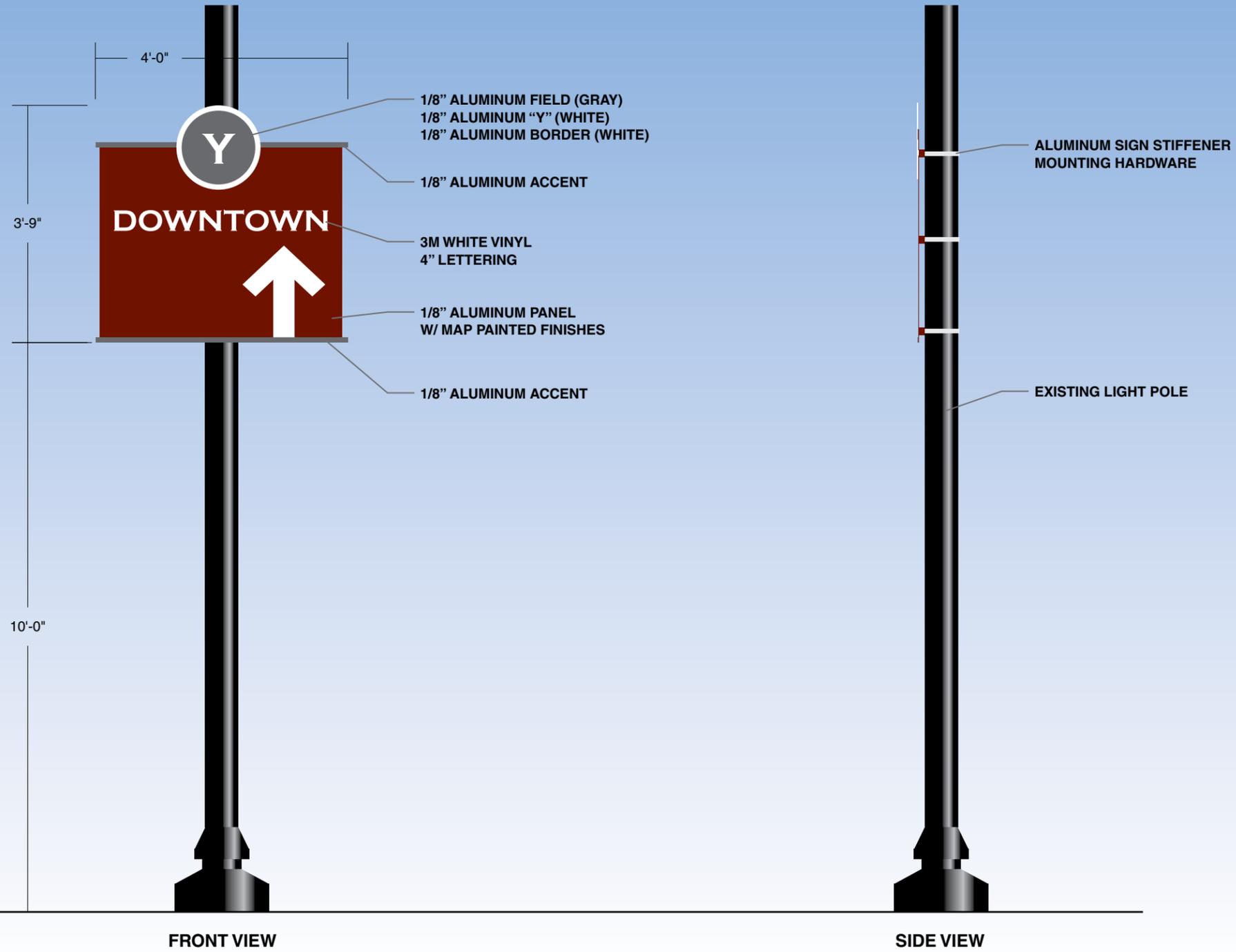


Client: CITY OF YORKVILLE Address: - City, State: YORKVILLE, IL Sales Rep: BILL PFISTER	Date: 11-7-17 Drawing #: 1(0)	REVISION		Illumination: <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> TYPE _____ Electrical Requirements: <input type="checkbox"/> 120 <input type="checkbox"/> 277	<input checked="" type="checkbox"/> SINGLE SIDED <input type="checkbox"/> DOUBLE SIDED Quantity: -	Paint Colors (AkzoNobel): <input checked="" type="checkbox"/> MAP BLACK <input type="checkbox"/> MAP WHITE <input type="checkbox"/> TBD <input type="checkbox"/> TBD <input type="checkbox"/> TBD <input type="checkbox"/> _____ <input type="checkbox"/> _____	Vinyl Film Colors (3M Scotchcal): <input type="checkbox"/> 3M WHITE <input checked="" type="checkbox"/> 3M BLACK <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____	Client Signature: _____ Signature Date
	Sheet: 1 of 1 Scale: 1/2"=1'	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Sign Specifications: NOTED ABOVE		NOTICE: Michael's Signs, Inc. does NOT provide primary electrical to sign location - RESPONSIBILITY OF OTHERS The ideas and designs contained in this original and unpublished drawing are the sole property of Michael's Signs, Inc. and MAY NOT BE USED OR REPRODUCED in whole or in part without written permission.			
	Designer: KD	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>						

NOTE: DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK INVOLVED IN THIS PRINTING PROCESS, THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH TO THE ACTUAL FINISHED PAINTED PRODUCT.

CITY OF YORKVILLE

DOWNTOWN DIRECTIONAL



"We Project Your Image"

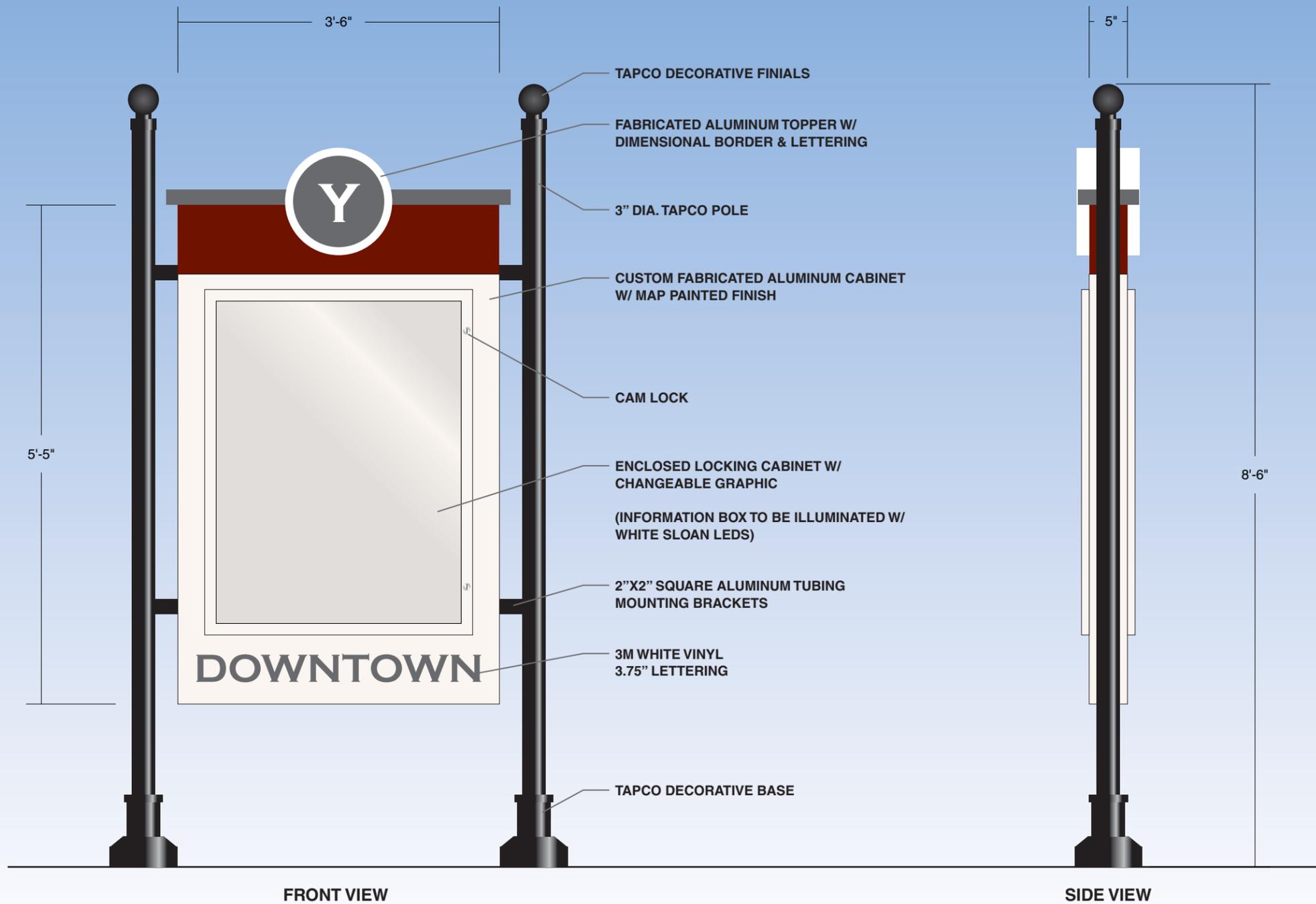
PH: (262) 554-6066
TOLL FREE: (800) 554-8110

Client: CITY OF YORKVILLE Address: - City, State: YORKVILLE, IL Sales Rep: BILL PFISTER	Date: 11-7-17	REVISION		Illumination: <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> TYPE _____	<input checked="" type="checkbox"/> SINGLE SIDED <input type="checkbox"/> DOUBLE SIDED	Paint Colors (AkzoNobel): <input type="checkbox"/> TBD <input type="checkbox"/> MAP WHITE <input checked="" type="checkbox"/> TBD <input type="checkbox"/> TBD	Vinyl Film Colors (3M Scotchcal): <input checked="" type="checkbox"/> 3M WHITE <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Client Signature: _____ Signature Date	
	Drawing #: 2(0)	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	Electrical Requirements: <input type="checkbox"/> 120 <input type="checkbox"/> 277	Quantity: -	Sign Specifications: NOTED ABOVE			NOTICE: Michael's Signs, Inc. does NOT provide primary electrical to sign location - RESPONSIBILITY OF OTHERS
	Sheet: 1 of 1	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	Sign Specifications: NOTED ABOVE					The ideas and designs contained in this original and unpublished drawing are the sole property of Michael's Signs, Inc. and MAY NOT BE USED OR REPRODUCED in whole or in part without written permission.
	Scale: 1/2"=1'	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	Sign Specifications: NOTED ABOVE					
	Designer: KD	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	Sign Specifications: NOTED ABOVE					

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CITY OF YORKVILLE

INFORMATION KIOSK



Michael's Signs
 "We Project Your Image"
 PH: (262) 554-6066
 TOLL FREE: (800) 554-8110

Client: CITY OF YORKVILLE Address: - City, State: YORKVILLE, IL Sales Rep: BILL PFISTER	Date: 11-7-17	REVISION		Illumination: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES TYPE LED	<input checked="" type="checkbox"/> SINGLE SIDED <input checked="" type="checkbox"/> DOUBLE SIDED	Paint Colors (AkzoNobel): <input checked="" type="checkbox"/> MAP BLACK <input type="checkbox"/> MAP WHITE <input type="checkbox"/> TBD <input type="checkbox"/> TBD <input type="checkbox"/> TBD	Vinyl Film Colors (3M Scotchcal): <input type="checkbox"/> GRAY TBD <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Client Signature: _____ Signature _____ Date _____	
	Drawing #: 3(0)	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	Electrical Requirements: <input type="checkbox"/> 120 <input type="checkbox"/> 277	Quantity: -	Sign Specifications: NOTED ABOVE			NOTICE: Michael's Signs, Inc. does NOT provide primary electrical to sign location - RESPONSIBILITY OF OTHERS
	Sheet: 1 of 1	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	The ideas and designs contained in this original and unpublished drawing are the sole property of Michael's Signs, Inc. and MAY NOT BE USED OR REPRODUCED in whole or in part without written permission.					
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	Designer: KD	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>						

NOTE: DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK INVOLVED IN THIS PRINTING PROCESS, THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH TO THE ACTUAL FINISHED PAINTED PRODUCT.

WAYFINDING SIGNAGE PROGRAM

Bid Opening - October 27, 2017
 10:00 a.m.
 City Hall - 800 Game Farm Rd

	Michael's Signs Inc Racine, WI		Correct Digital Displays Sheridan, IL		Parvin - Clauss Carol Stream, IL	
Description	Per Sign	Totals	Per Sign	Totals	Per Sign	Totals
Sign #1 (4 signs)	\$1,375.00	\$5,500.00	\$1,846.80	\$7,387.20	\$836.75	\$3,347.00
Sign #2 (8 signs)	\$990.00	\$7,920.00	\$1,130.00	\$9,040.00	\$554.74	\$4,437.92
Total of Phase I		\$13,420.00		\$16,427.20		\$7,784.92
Sign #3 (single sided kiosk)	\$5,160.00	\$10,320.00	\$5,947.40	\$11,894.80	\$12,355.50	\$24,711.00
Sign #4 (double sided kiosk)	\$5,770.00	\$11,540.00	\$6,547.40	\$13,094.80	\$13,809.00	\$27,618.00
Total of Phase II		\$21,860.00		\$24,989.60		\$52,329.00
TOTAL of Phase I and Phase II		\$35,280.00		\$41,416.80		\$60,113.92
Required attachments:	Yes or No		Yes or No		Yes or No	
Bid Bond	No - not required		Yes		Yes	
Wage Rate Certification						
Drug Free Workplace						
Non-Collusion Certificate						
Eligible Contractor and Subcontractor Certificate						
State and Federal Equal Opportunity Employer Cert.						
References						
Bid Sheet Signature						
Contractor Bid Agreement						

RESOLUTION No. 2017-_____

A RESOLUTION AUTHORIZING A CONTRACT WITH MICHAEL'S SIGNS, INC. OF RACINE, WISCONSIN, FOR THE DOWNTOWN WAYFINDING SIGNAGE PROGRAM

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

WHEREAS, the City has previously advertised for bids on September 24, 2017 for a downtown wayfinding signage program and received three (3) bids on October 27, 2017; and,

WHEREAS, based upon a review of the bids received and determination as to the qualifications of the bidders, the corporate authorities of the United City of Yorkville have determined that Michael's Signs, Inc., of Racine, Wisconsin, having submitted a bid in the amount of \$13,420 for Phase I and \$21,860.00 for Phase II is the lowest responsible bidder.

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

Section 1: That the bid submitted by Michael's Signs, Inc, is hereby accepted with partial payment in the amount not to exceed \$24,960.00 payable in fiscal year 2018 and an amount not to exceed \$10,320 payable in fiscal year 2019, and the Mayor and City Clerk are hereby authorized and directed on behalf of the United City of Yorkville to execute a **CONTRACT FOR A DOWNTOWN WAYFINDING SIGNAGE PROGRAM** with Michael's Signs, Inc. as attached hereto and made a part hereof as Exhibit A.

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

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

CITY CLERK

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

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

MAYOR



United City of Yorkville, Illinois

INVITATION TO BID
for Downtown Wayfinding Signage Program

Legal Notice Posted:	September 24, 2017
Proposals Due:	October 27, 2017 at 10:00AM

United City of Yorkville
Invitation To Bid
Wayfinding Signage Program Proposal Package
September 2017

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United City of Yorkville, Illinois
LEGAL NOTICE
Invitation To Bid

**Fabrication, Delivery and Installation of custom wayfinding signs
for the Downtown Area of the United City of Yorkville.**

Sealed bids for the Downtown Wayfinding Signage Program will be received at the address listed below until October 27, 2017 at 10:00 a.m. **All bids will be publicly opened immediately thereafter.** Proposals Bids not physically received by the City by 10:00 a.m. on October 27, 2017 will be returned, unopened to the bidder. Emailed or faxed proposals will not be accepted. All proposals should be addressed and delivered to:

United City of Yorkville
RE: (Vendor Name)
Bid for DowntownWayfinding Signage Program
Attention: Annie Callahan, Purchasing Manager
800 Game Farm Road
Yorkville, IL 60560

Bid packets are available online at <http://www.yorkville.il.us>. The link can be found under the Business tab - Bids & RFPs. Additional packets may be picked up at City Hall, 800 Game Farm Road, Yorkville, IL 60560. City Hall is open Monday through Friday, 8:00AM to 4:30PM.

General questions regarding this Request for Proposals may be emailed to Annie Callahan, Purchasing Manager at ACallahan@yorkville.il.us Any detailed questions concerning the actual specifications or plans are to be forwarded by email to Krysti Barksdale-Noble at knoble@yorkville.il.us not less than five (5) business days prior to the scheduled closing date.

The City Council will make the final selection and award of the contract. The City Council reserves the right to accept or reject any and all bids, to waive technicalities and to accept or reject any item of any bid.

The person or company submitting the bid shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and City which may in any manner affect the bid.

No communication, except as otherwise allowed in the specifications, shall occur regarding this Invitation To Bid, including requests for information, or speculation between Bidder's or any of their individual members and any City elected official, employee or independently contracted employees or consultants. Failure to comply with this provision may result in offeror's proposal being removed from consideration

Any cost incurred by the Bidder in preparation, transmittal, or presentation of any information or material submitted in response to the RFP, shall be borne solely by the Bidder.

General Information

The United City of Yorkville is seeking an experienced individual or firm to implement Phase 1 of the Wayfinding Signage Program which includes the fabrication, delivery and installation of wayfinding signs for the Downtown area. When both phases are complete, the City will have a comprehensive wayfinding sign program consistent throughout the Downtown area.

The vendor shall furnish and provide all labor, materials, tools, equipment and machinery, unless otherwise specified, necessary to perform and complete, in a good and workmanlike manner, the complete fabrication and installation of the wayfinding signs. It is the City's intention to hire one vendor to complete both phases of the wayfinding signage program. However, the City retains the right to procure the various services from multiple vendors.

Introduction

Purpose of Request:

It is important to the City and the downtown property and business owners that the downtown area have a unified look and feel. We are seeking an experienced vendor to Fabricate and Install wayfinding signage throughout the downtown area of the City to add to the beauty and ambiance of the downtown. The signs will welcome both vehicles and pedestrian traffic to the Downtown area and provide them guidance and direction. The aesthetic signage of the downtown area will be consistent throughout.

Project Description:

The City is requesting proposals for the wayfinding signage program for the Downtown area, according to the Project Specifications and Plans contained herein (the "Project").

Project Specifications and Plans

Scope of Work: The City had a comprehensive wayfinding signage program designed and approved by the City Council. The approved signage program is attached. Bidders must completely familiarize themselves with the specifications in this bid document.

Phase 1: Phase 1 is anticipated to consist of fabrication and installation of 12 non-illuminated single faced pole mounted signs. Mounting Pole exists but mounting bracket needs to be provided by the Bidder and included in the bid price. There are a total of four (4) signs marked as #1 on the attached. These signs will be mounted on the pole 9 feet off the ground. These 4 signs are approximately 6 feet tall and 4 feet wide. Directional wording will be provided at a later date but the bid should include at a minimum of four lines of directional words and arrows at 5" tall. There are a total of eight (8) signs marked as #2 on the attached. Sign #2 will be mounted on the existing pole 10 feet off the ground. These signs are approximately 4 feet tall and 4 feet wide. Directional words will be provided at a later date but the bid should include a minimum of one line of directional words and arrows at 5" tall.

Phase 2: Phase 2 is anticipated to consist of the fabrication and installation of total of two (2) single sided information kiosks shown as sign #3 and a total of two (2) double sided

information kiosks shown as sign #4. Sign #3 and Sign #4 will be an enclosed locking cabinet and each information line shall be changeable. Cabinet will be illuminated for viewing during the evening hours. City will provide the electric connection to the site location and Bidder shall connect the electricity to the sign. Mounting poles and mounting brackets for all signs included in Phase 2 are to be included in the bid price. Placement will be determined at a later date.

Alternative Bids: The City is looking for alternative ideas for the Phase 2 kiosk signs. The City is interested in a touch screen and/or LED kiosk sign. Colors should follow the same pallet as specified. Artwork should remain consistent with the approved specifications herein. Please provide your designs and pricing.

Bidder must provide pricing for Phase 1 and Phase 2 for the bid package to be valid. Bidders are encouraged to provide design ideas with pricing on the alternative bid but it is not required.

Additional Information: As part of Phase 1, the Bidder will be required to assess the condition of the existing poles to assist in determining how to fasten the signs for long term placement.

Traffic Control: The Bidder will be responsible for maintenance of traffic during installation of the wayward sign package. If necessary, the Bidder must use flag men, traffic cones and advance warning signs to assist with traffic flow and comply with the State of Illinois Traffic Control Manual.

Debris: The Bidder shall clean and maintain all work areas at all times. Effective dust control by use of spray systems or other means shall be maintained at all times.

Protection of Property and Utilities: All reasonable precautions will be taken to protect public and private property such as pavements, sidewalks, lawns, fences, bushes, trees, shrubs, catch basins, manholes, drains, utilities, buildings and other property from undue damage. If the Director of Public Works determines that the Bidder has damaged or destroyed property, it shall be repaired or replaced to the satisfaction of the Director at the Bidder's expense.

If Applicable, the Bidder shall have full responsibility for locating all underground facilities in work areas, whether shown or not shown on the Drawings, and contacting JULIE for coordination of the work with the owners of such underground facilities during construction, for the safety and protection thereof, and repairing any damage thereto resulting from the Project; the cost of which shall be included in the Contract Unit Prices for the items specified.

Rules, regulations, and codes governing the respective utilities which may be encountered shall be observed in executing all work

Accident Reporting: All accidents occurring on the job which damage public or private property, result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the City's Police and to the Public Works Department.

Instructions to Bidders

1. **Receipt of Bid: Friday, October 27, 2017; 10:00 A.M.**
2. **Basis of Bid:** Sealed bids will be received until the above noted time and date.
3. **Project Description:** Fabrication, Delivery and Installation of custom wayfinding signs for the Downtown area
4. **Preparation and Submission of Bids:**
 - A. Each bid shall be submitted on the exact form furnished. All blank spaces for bid prices, unit costs and alternates must be filled in using both words and figures if indicated. In case of any discrepancy in the amount bid, the prices expressed in written words shall govern.
 - B. Each Bidder must complete, execute and submit with its bid a certifications regarding public contracting.
 - C. Each Bidder must submit a complete bid package, including the following items:
 - i. **Signed Contract**
 - ii. **Bid Certifications**
 - iii. **Bid Sheet**
 - iv. **Contract**
 - v. **References**
 - vi. **Subcontractors List.**
 - vii. **Equipment List**
 - viii. **Bid Guarantee in the amount of 10% of the total of project.**
 - D. One (1) paper copy of the bid and one electronic version of the bid on a flash drive in a *.pdf (Adobe Acrobat) version shall be submitted in a sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the Bid and the Bid Name - "Wayfinding Signage Program".
 - E. Bidders may attach separate sheets to the bid for the purpose of explanation, exception, alternate bid and to cover unit prices, if needed.
 - F. Bidders may withdraw their bid either personally or by written request at any time before the hour set for the bid opening, and may resubmit it. No bid may be withdrawn or modified after the bid opening except where the award of contract has been delayed for a period of more than ninety (90) days.
 - G. In submitting this bid, the bidder further declares that the only person or party interested in the proposal as principals are those named herein; and that the bid is made without collusion with any other person, firm or corporation.
 - H. The Bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the Project and the detailed requirements of this work and understands that in making the bid he waives all rights to plead a misunderstanding regarding same.
 - I. The Bidder further agrees that if the City decides to extend or shorten the completion period, or otherwise alters it by extras or deductions, including elimination of one or more of the items, as provided in the specifications, the Bidder will perform the work as altered, increased or decreased.
 - J. The Bidder further agrees that the City representative may at any time during the progress of the Project covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the bid or contract as a specific item covered by a lump sum price, and which are not included under the bid price for other items in the Contract, shall be performed as extra work.

- K. The Bidder further agrees to execute all documents within this Bid Package, for this work and present all of these documents to the City.
- L. The Bidder further agrees to execute all documents within this Bid Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award.
- M. The Bidder further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specified within the bid, it being understood and agreed that the completion within the time limit is an essential part of the contract.
- N. By submitting a bid, the Bidder understands and agrees that, if his bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the City for any damages the City may thereby suffer.
- O. No bid will be considered unless the party offering it shall furnish evidence satisfactory to the City that he has necessary facilities, ability and pecuniary resources to fulfill the conditions of the Contract.

5. **Additional Information Request:** Questions regarding this Invitation To Bid can be emailed to Annie Callahan, Purchasing Manager at ACallahan@yorkville.il.us and specific questions regarding the specifications in this Invitation To Bid can be emailed to Krysti Noble at knoble@yorkville.il.us by the end of business on October 20, 2017. Answers will be provided in writing to all potential Bidders who the City has notice of their intent to submit a bid; No oral comments will be made to any Bidder as to the meaning of the Invitation To Bid and Specifications or other contract documents. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware of and the City will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the City) from any officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions and obligations set forth in the proposal and other contract documents. Before the proposals are opened, all modification or additions to the proposal documents will be made in the form of a written Addendum issued by the City. Any Addendum issued will be posted on the City's website. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The Bidder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the proposal quotation. Failure of a Bidder to include a signed formal Addendum in its bid shall deem its bid non-responsive: provided, however that the City may waive this requirement if it in its best interest.

6. **Conditions:**
- A. The City is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This bid shall not include any amounts of money for these taxes.
 - B. To be valid, the bids shall be itemized so that selection for purchase may be made, there being included in the price of each unit the cost of delivery (FOB Destination).
 - C. The City shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in itemization of the bid.
 - D. All bids shall be good for ninety (90) days from the date of the bid opening.
7. **Award of Bid:** The United City of Yorkville reserves the right to reject any or all bids and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the United City of Yorkville.
- A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Bidder shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.
 - B. In addition to price, the City may consider:
 - Design of signs submitted in Alternative bids
 - Ability, capacity and skill to fulfill the contract as specified.
 - Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
 - Character, integrity, reputation, judgment, experience and efficiency.
 - Quality of performance on previous contracts.
 - Previous and existing compliance with laws and ordinances relating to the contract.
 - Sufficiency of financial resources.
 - Quality, availability and adaptability of the commodities, services or construction, in relation to the City 's requirements.
 - Ability to provide future maintenance and service under the contract.
 - Number and scope of conditions attached to the bid/proposal.
 - Record of payments for taxes, licenses or other monies due the City
8. **Rejection of Bids:**
- A. The City reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the City. Notice of cancellation shall be sent to all individuals or entities solicited.
 - B. The City reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the City. Any bid not conforming to the specifications or requirements set forth by the City in the bid request may be rejected.
 - C. Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.
9. **Equal Opportunity:** The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

10. **Non-Discrimination:** The Bidder, its employees and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

12. **Execution of Documents:** The Bidder, in signing his Bid on the whole or on any portion of the work, shall conform to the following requirements:

Bids signed by an individual other than the individual represented in the Bid documents shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.

If such Bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation.

13. **Independent Contractor:** There is no employee/employer relationship between the Contractor and the City. Contractor is an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The City will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the City and the Contractor.

14. **Approval and Use of Subcontractors:** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Contractor shall be included on the Subcontractor's form in the Bid proposal and be acceptable to, and approved in advance by the City. The City's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to

“Contractor” shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the Contractor to provide the Work or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.

If any personnel or subcontractor fail to perform the part of the Work undertaken by it in a manner satisfactory to the City, the Contractor shall immediately upon notice from the City remove and replace such personnel or subcontractor. The City shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such removal or replacement.

15. **Assignment:** Neither the City nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
16. **Governing Law:** The Contract and the rights of the City and Bidder under the Contract shall be interpreted according to the laws of the State of Illinois. Venue for any action related to the Contract will be in the Circuit Court of Kendall County, Illinois.
17. **Changes in Law:** Unless otherwise explicitly provided in the Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.
18. **Time:** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in the Contract to days shall be construed to refer to calendar days.

GENERAL CONDITONS

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

1. **Definitions:** The Term “City” whenever used in the contract documents shall be construed to mean the United City of Yorkville. The United City of Yorkville, the Community Development Department, and the Director of Community Development shall also be known herein, respectively, as the City, the Department, and the Director.
2. **Conditions:** The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this Project and bid. Failure to make such investigation and preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of the contract.
3. **Bid Bond:** If the bidder’s proposal for this project exceeds forty thousand dollars (\$40,000.00), bids shall be secured by a certified check, bank draft, satisfactory bid bond or approved letter of credit in the amount of ten percent (10%) of the total amount of the complete project. Bid security shall be submitted with the bid.
4. **Performance Bond:** If the bidder’s proposal for the project is equal to or greater than \$5,000 then the following bonds shall be delivered to the City and shall become binding with the acceptance of the bid:

Performance bond satisfactory to the City, executed by Surety Company authorized to do business in the state or otherwise secured in a manner satisfactory to the City, in an amount equal to 110% of the complete project. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody’s Investors Service, Standard & Poor’s Corporation, or a similar rating agency.

Upon receipt of the performance bond, the City will return the bid bond to the bidder.

5. **Insurance Requirements:** The successful Bidder shall comply with the City’s insurance requiremnts attached hereto as Exhibit B.
6. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the City to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the City or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts or war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes;

g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

7. **Liquidated Damages:** Time is of the essence to the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the City the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each hour of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the City during extended and delayed performance by the Contractor of the work. The liquidated damage amount specified will accrue and be assessed not until final completion of the total physical work of the contract even though the work may be substantially complete. The City will deduct these liquidated damages from any monies due or to become due to the Contractor from the City.

Deduction for Each Day of Overrun in Contract Time: \$250.00 per day.

8. **Compliance with Laws and Regulations:** In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.
9. **Contract Term:** The contract will begin upon a full executed Agreement and approval of the City Council and expire no later than sixty (60) days following the completion of the installation of Phase 2.
10. **Driver's License:** Before commencing work, the Contractor shall provide a copy of valid driver's license for each employee operating equipment in the City. Drivers shall possess a Commercial Driver's License with appropriate endorsements if operating equipment that requires such a license.
11. **Change Orders:** After a contract is awarded pursuant to the competitive bid procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:

- a. Is approved by the City Council when the change order is an increase or decrease of more than \$10,000 or the time of completion by more than 30 days.
- b. Is approved by the by the City Administrator, or his/her designee for change orders that are not greater than ten thousand dollars (\$10,000.00).

12. **Construction Contracts:**

- a. The Bidder must comply with all applicable laws prerequisite to doing business in the state.
- b. The Bidder must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
- c. The Bidder must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.

13. **Termination:** The City shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the City shall provide Contractor at least ten (10) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 11th day.

- a. When this contract, or any portion hereof, is terminated or cancelled by the City, and the Contractor released before all items of work included in this contract have been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.
- b. Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.

14. **Additional Items:** The City and Contractor further agree that

a. **Prevailing Wage**

Some or all of the work herein may be subject to the provisions of Prevailing Wage Act, 820 ILCS 130/0.01 et.seq., providing for the payment of prevailing rate wages to all laborers, workmen and mechanics engaged on work. The Contractor agrees that, prior to making any payments to its own laborers, workers, or mechanics or to any subcontractor it will determine whether it must legally pay wages in accordance with the Prevailing Wage Act, and if so legally required, pay the then-current prevailing rate of wage as determined by the Illinois Department of Labor and posted at: <http://www.state.il.us/agency/idol/>.

The City may at any time inquire of the Contractor as to rates of wages being paid employees of the Contractor, and any subcontractor or material men, whereupon such information shall be promptly provided by the Contractor. The Contractor shall indemnify the City for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws.

The Contractor shall insert into each subcontract and into the project specifications for each subcontract a written stipulation requiring all laborers, workers and mechanics performing work under the contract to comply with the Prevailing Wage Act and to require each subcontractor to insert into each lower-tiered contract and into the project specification for each lower tiered subcontract a similar stipulation.

- b. **Sexual Harassment:** During the entire term of the contract, Contractor shall have in full force and effect a written Sexual Harassment Policy, which complies with the Illinois Human Rights Act (775- ILCS 5/1-101 et.seq.) including at least the following: 1) a statement on the illegality of sexual harassment; 2) the definition of sexual harassment under Illinois Law; 3) a description of sexual harassment, utilizing examples; 4) an internal complaint process, including penalties; 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights (“Department”) and the Illinois Human Rights Commission (“Commission”); 6) directions on how to contact the Department and the Commission; and 7) protection against retaliation as provided by Section 6-101 of the Act.
- c. **Drug Free Workplace:** In compliance with Illinois law, The Contractor certifies and agrees that it will provide a drug free workplace by:
- 1) Publishing a Statement;
 - 2) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor’s workplace.
 - 3) Specifying the actions that will be taken against employees for violations of such prohibition.
 - 4) Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - 5) Abide by the terms of the statement; and
 - 6) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - 7) Establishing a drug free awareness program to inform employees about:
 - 8) The dangers of drug abuse in the workplace;
 - 9) The Contractor’s policy for maintaining a drug free workplace;
 - 10) Available counseling, rehabilitation, or assistance programs; and
 - 11) Penalties imposed for drug violations.
 - 12) Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
 - 13) Notifying the contracting agency within ten (10) days after receiving notice of any violations as listed above.
 - 14) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
 - 15) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
 - 16) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
 - 17) The Contractor will be required to sign a Drug Free Workplace Certification.
- d. **Substance Abuse Prevention on Public Works Projects:** Before a contractor or subcontractor commences work on a public works project as defined in 820 ILCS 130/2, the contractor or subcontractor shall have in place a written program which meets or exceeds the program requirements in the Substance Abuse Prevention on Public Works Projects Act, to be filed with the public body engaged in the construction of the public works and made available to the general

public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:

- 1) A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient.
- 2) A prohibition against the actions or conditions specified in 820 ILCS 265/10.
- 3) A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.
- 4) A procedure for notifying an employee who violates 820 ILCS 265/10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of 820 ILCS 265/20.

- e. **Non-Collusion:** The Contractor represents that it is not barred from bidding for this contract as a result of a violation of 720 ILCS 5/33E concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts. The Contractor will be required to sign the Non-Collusion Certification.
- f. **Compliance with Laws and Regulations:** In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

REFERENCES

UNITED CITY OF YORKVILLE

General Information, list below current business references for whom you have performed work similar to that required by this proposal.

Business: Dundee Township Park District
Address: 665 Barrington Ave
City, State, Zip Code: Carpentersville, IL 60110
Telephone Number: 847-551-4322
Contact Person: Larry Moscato
Dates of Service: Spring 2017

Business: Ravinia District Signs
Address: _____
City, State, Zip Code: Highland Park, IL
Telephone Number: 847-872-1853
Contact Person: Eric Olsen
Dates of Service: Fall 2016

Business: Village of Deforest
Address: _____
City, State, Zip Code: Deforest, WI
Telephone Number: 608-846-6775
Contact Person: Sam Blahnik
Dates of Service: Fall 2016

If additional sheets are needed, please make copies.

Bid Proposal Sheet

The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the City reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner's best interest.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Person submitting the proposal is not barred by law from submitting a proposal to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or b720 ILCS 5/33-4 (Proposal Rotating); and that

The Person submitting the proposal is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

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

The Person submitting the proposal certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635; and that

The Person submitting the proposal is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101 *et seq.* including establishment and maintenance of sexual harassment policies and program.

Michael's Signs Inc.

Firm Name

3914 S Memorial Dr

Street Address

Racine WI 53403

City State Zip

262-554-6066

Phone Number
10-24-2017

Date

 , PRES.

Signed Name and Title

Stephen Prochaska President

Print Name and Title

bill@michaelsigns.com

E-mail Address

262-554-0574

Fax Number

UNITED CITY OF YORKVILLE
800 Game Farm Road
YORKVILLE, ILLINOIS 60560

CONTRACT

THIS CONTRACT made this 24th day of October, 2017, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the "Owner" and Michael's Signs Inc located at 3914 S Memorial Dr Racine, WI hereinafter called the "Contractor".

WITNESSETH:

WHEREAS, the Owner has heretofore solicited Proposals for all labor and materials necessary to complete the work specified in this bid package;

WHEREAS, the Owner has found that the Contractor is the lowest responsible person submitting the proposal for said work and has awarded the Contractor this contract for said work.

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

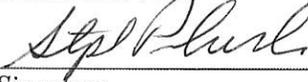
1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the wayfinding signage program in accordance with the conditions and prices stated in the Request for Proposal, Instructions to Persons submitting proposals – General Conditions, Special Conditions, Insurance Requirements, Specifications and Plans, Proposal, and Detail Exception Sheet all of which are made a part hereof and herein called the "Contract Documents".
2. The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

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

UNITED CITY OF YORKVILLE

By: _____

CONTRACTOR:

By: 
Signature
Stephen Prochaska 10-24-2017
Print Name and Title

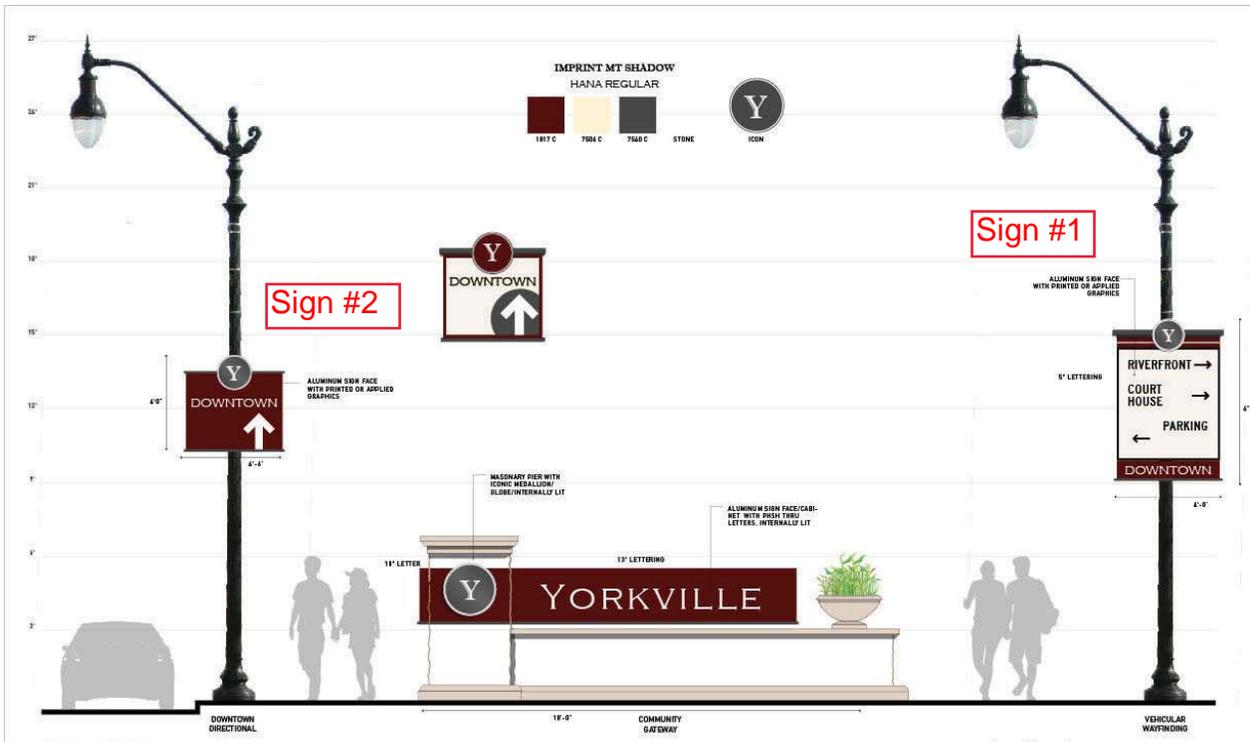
DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The village reserves the right to accept or reject any or all exceptions.

Bidder's exceptions are:

Exhibit A

Sample Yorkville Placemaking and Wayfinding Elements



Sample Yorkville Placemaking and Wayfinding Elements

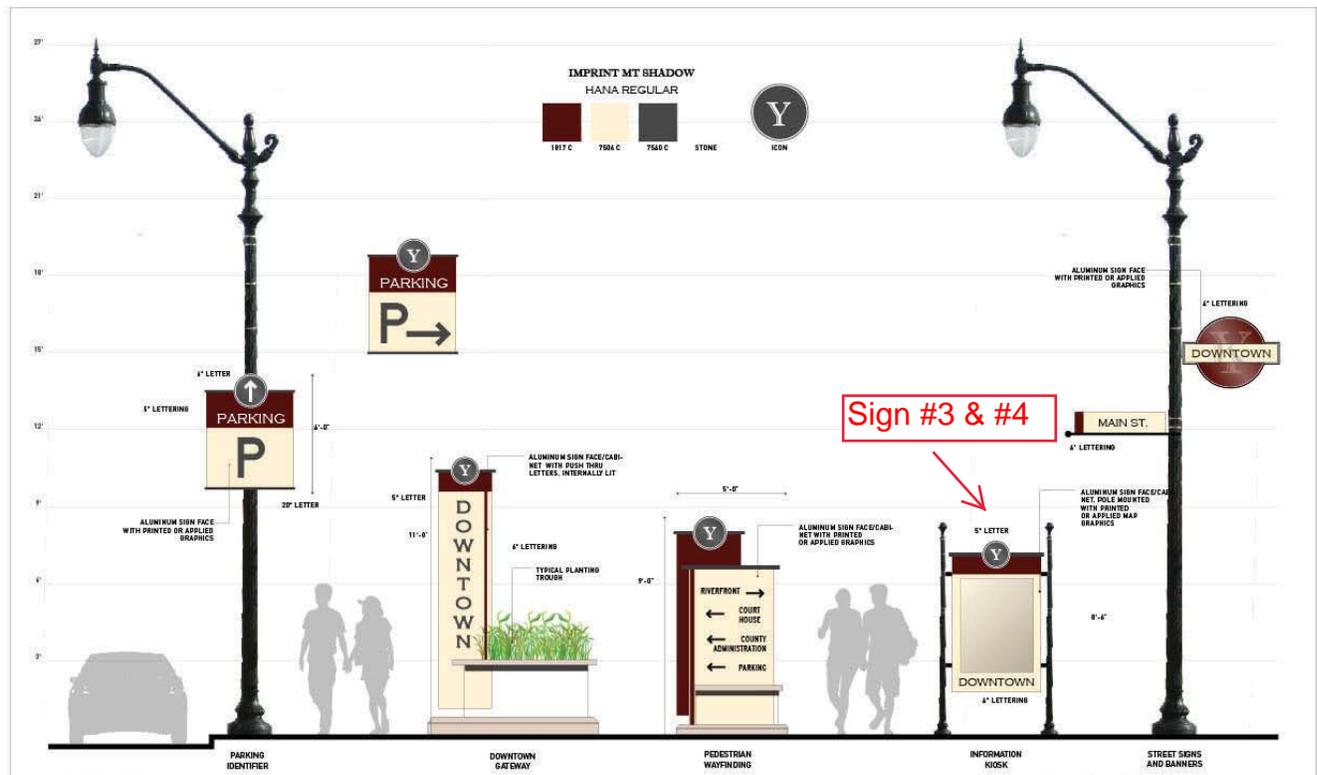


Exhibit B

UNITED CITY OF YORKVILLE, ILLINOIS INSURANCE REQUIREMENTS

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

1. MINIMUM SCOPE OF INSURANCE Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability Occurrence Form CG 0001 with the City named as additional insured; on a form at least as broad as the endorsement in paragraph 10 including ISO Additional Insured Endorsement CG 2026, CG 2010.
- B. Owners and Contractors Protective Liability (OCP) policy is required with the City as insured (for contracts with subcontractors and projects that are inherently dangerous).
- C. Insurance Service Office Business Auto Liability Coverage Form Number CA 0001, Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Worker's Compensation Act of the State of Illinois and Employers' Liability insurance.
- E. Builder Risk Property Coverage with City as loss payee.

2. MINIMUM LIMITS OF INSURANCE Contractor shall maintain limits no less than if required under above scope:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Businesses Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- E. Builder's Risk shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis. (Protection against loss of materials during construction, renovation, or repair of a structure.)
- F. Umbrella Excess Insurance: \$3,000,000. "Following form" of the underlying and excess policies including listing the City as an additional insured.

3. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

4. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

- 1. The City, its officials, agents, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees, and volunteers.
- 2. The Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Exhibit B

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees, and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the City, its officials, agents, employees, and volunteers as additional insureds.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

B. All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage, or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

5. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois.

6. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance naming the City, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before any work commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated in paragraph 10, such as ISO Additional Insured Endorsements CG 2026 or CG 2010. The City reserves the right to request full certified copies of the insurance policies and endorsements.

7. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. ASSUMPTION OF LIABILITY

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier, or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

9. INDEMNITY/HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may anywise result therefore, except that arising out of the sole legal cause of the City, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its officials, agents, and employees as herein provided.

10. ADDITIONAL INSURED ENDORSEMENT

The "WHO IS AN INSURED" section of the policy/coverage document shall be amended to include as an insured, the City, but only with respect to liability arising out of your work. For purpose of this endorsement, "arising out of your work" shall mean: (1) Liability the Additional Insured may incur resulting from the actions of a contractor it hires, (2) Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work, (3) Liability the Additional Insured may incur for failure to maintain safe worksite conditions, and (4) Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.



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

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2017-59

Agenda Item Summary Memo

Title: Meeting Schedule for 2018

Meeting and Date: City Council – December 12, 2017

Synopsis: Proposed meeting dates for 2018.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Lisa Pickering Administration
Name Department

Agenda Item Notes:



Memorandum

To: Mayor and City Council
From: Lisa Pickering, Deputy Clerk
CC: Bart Olson, City Administrator
Date: December 6, 2017
Subject: Meeting Schedule for 2018

Summary

Proposed 2018 meeting schedule.

Meeting Schedule for 2018

For 2018, if the City Council would like to continue meeting at 7:00 p.m. on the second and fourth Tuesdays of each month, with one meeting in December on the second Tuesday, the tentative meeting dates would be as follows:

- January 9 & 23, 2018
- February 13 & 27, 2018
- March 13 & 27, 2018
- April 10 & 24, 2018
- May 8 & 22, 2018
- June 12 & 26, 2018
- July 10 & 24, 2018
- August 14 & 28, 2018
- September 11 & 25, 2018
- October 9 & 23, 2018
- November 13 & 27, 2018
- December 11, 2018

Recommendation

Staff recommends approval of a meeting schedule for 2018.



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

DRAFT

2018 MEETING SCHEDULE

This meeting schedule is subject to revision. Upon revision, all entities that have lodged a request for the meeting schedule will be sent the updated/revised schedule.

City Council Meeting	2nd & 4th Tuesday – 7:00 pm at City Hall
January 9 & 23	July 10 & 24
February 13 & 27	August 14 & 28
March 13 & 27	September 11 & 25
April 10 & 24	October 9 & 23
May 8 & 22	November 13 & 27
June 12 & 26	December 11
Administration Committee	3rd Wednesday – 6:00 pm at City Hall
January 17	July 18
February 21	August 15
March 21	September 19
April 18	October 17
May 16	November 21
June 20	December 19
Economic Development Committee	1st Tuesday – 6:00 pm at City Hall
January 2	July 3
February 6	August 7
March 6	September 4
April 3	October 2
May 1	November 6
June 5	December 4
Public Safety Committee	Quarterly - 1st Thursday – 6:00 pm at City Hall
January 4	July 5
April 5	October 4

Public Works Committee	3rd Tuesday – 6:00 pm at City Hall
January 16	July 17
February 20	August 21
March 20	September 18
April 17	October 16
May 15	November 20
June 19	December 18
Fire and Police Commission	Quarterly, 4th Wednesday - 6:00 pm at City Hall
January 24	July 25
April 25	October 24
Library Board Meeting	2nd Monday - 7:00 pm at Library
January 8	July 9
February 12	August 13
March 12	September 10
April 9	October 8
May 14	November 12
June 11	December 10
Park Board	2nd Thursday – 6:30 pm at Parks Maintenance Bldg – 185 Wolf Street
January 11	July 12
February 8	August 9
March 8	September 13
April 12	October 11
May 10	November 8
June 14	December 13
Planning and Zoning Commission	2nd Wednesday - 7:00 pm at City Hall
January 10	July 11
February 14	August 8
March 14	September 12
April 11	October 10
May 9	November 14
June 13	December 12
Police Pension Fund Board	Quarterly, 2nd Tuesday - 5:00 p.m. at Police Dept.
February 13	August 14
May 22* (4 th Tuesday)	November 13



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

Agenda Item Number

Mayor #4

Tracking Number

CC 2017-60

Agenda Item Summary Memo

Title: Collective Bargaining Agreement between IUOE Local 150, Public Works employees and the City

Meeting and Date: City Council – December 12, 2017

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: N/ A Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: December 7, 2017
Subject: Collective bargaining agreement with Local 150 (Public Works)

Summary

Approval of a collective bargaining agreement between the City and Public Works employees, represented by IOUE Local 150.

Background

The last collective bargaining agreement between the City and Public Works employees was approved in 2013. That contract extended through May 1, 2017. The City had started negotiating with Local 150 months before the May 2017 deadline, but negotiations just wrapped up in November 2017. The attached document reflects the final draft between the two parties from May 1, 2017 through April 30, 2020.

Items of note within the agreement include:

1. Term
 - a. Last contract was for a 4-year term between 2013 and 2017. This contract has a proposed term of 3 years for 2017 through 2020.
2. Overtime compensation
 - a. Section 4.5 of the agreement has been modified to clarify the rules for a call-in and double-time pay on holidays. This fix is the result of a disagreement that arose during December 2016. The resolution involves defining hours actually worked on the holiday as double-time, rather than when a shift starts (as the Police define it).
3. Cell phone policy
 - a. The City's entire, current cell phone usage policy was updated in Section 4.8 of the agreement and added. The previous contract had the shorter, old version of the policy.
4. Holiday pay
 - a. Section 9.3 of the agreement has been modified to clarify the rules for a call-in and double-time pay on holidays. This fix is the result of a disagreement that arose during December 2016. The resolution involves defining hours actually worked on the holiday as double-time, rather than when a shift starts (as the Police define it).
5. FMLA and other leaves of absence

- a. Section 12 has been updated throughout to match existing FMLA law and other miscellaneous laws.

6. Health insurance

- a. Article XIII contains a number of updates to the City's health insurance and employee contributions.
 - i. The employee contributions to health insurance will be split into two tiers in the first year of the contract (Tier 1 varying contributions, Tier 2, 11% HMO and 16% PPO). In the second year of the contract, all employees will pay 11% for all HMO plans and 16% for all PPO plans. In the final year of the contract, all employees will pay 12% for all HMO plans and 17% for all PPO plans.
 - ii. Employee contributions will have a floating cap of 10% from year-to-year, with an exception made for years in which the contribution percentages go up. In those years, a pro-rata cap will be applied.
 - iii. Section 13.3 locks in the City's existing health insurance opt-out incentive for the remainder of the contract. This incentive is available to all employees currently.

7. Uniforms

- a. Section 18.1 changes the City's existing uniform policy from "City buys all with certain limitations" to a uniform allowance. This uniform allowance will give the employees some control and responsibility to order certain articles of clothing.

8. Wages

- a. Article XXIII represents the implementation of a step system for employee wages for the first time. While the City's two police unions have had a step system for the past several years, the City had not previously implemented a step system for the Public Works union nor the non-union employees. The City has discussed the implementation of a non-union compensation plan as part of previous years' goal setting sessions, and we would expect to bring forward a compensation plan in the near future.
 - i. The Public Works employee compensation plan is outlined in Appendix A. In general, it takes the City's existing salary ranges, updates them for external competitiveness, and creates 11 steps for the Maintenance Worker I, Maintenance Worker II, and Operator positions. Each step is generally 3.5% apart. Employees will be slotted into a step in the first year based on their existing salary plus a step, and then will move one step higher on their anniversary every year. Additionally, the ranges will move 2% in the second year of the contract and 2.5% in the third year of the contract for inflationary reasons. The police contracts have a 3% inflationary factor in each of those years, as a comparison. On May 1 of each fiscal year, the employee will receive the inflationary increase as the ranges and steps move.

9. Promotions

- a. Section 25.2 was added to address promotions between Maintenance Worker I and Maintenance Worker II. While the City has historically promoted individuals from Maintenance Worker I to Maintenance Worker II before 11 years of service,

both sides wanted to set expectations for any individuals who have not been promoted by the end of the 11th step. In those cases, the employee either moves to MWII or the City puts forth reasons why the employee does not qualify for the promotion.

10. Drug Testing Policy

- a. Appendix C was updated throughout to match existing City practices and updated state and federal laws.

Recommendation

Staff recommends approval of the collective bargaining agreement between the City and Public Works employees represented by IUOE Local 150.

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**THE INTERNATIONAL UNION OF
OPERATING ENGINEERS,**

**LOCAL 150, PUBLIC EMPLOYEES
DIVISION**

AND

UNITED CITY OF YORKVILLE

May 1, 2017 THROUGH April 30, 2020

Deleted: 2013

Deleted: 2017

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the United City of Yorkville, Illinois, (hereinafter referred to as the "Employer") and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

****INCLUDED**

All full-time and regular part-time employees in the department of Public Works, and the department of Parks, in the following classifications: Maintenance Worker I, Maintenance Worker II, and Operator.

****EXCLUDED**

All other employees.

ARTICLE II

UNION RIGHTS

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

Union activities within Employer facilities shall be restricted to administering this Agreement. For purposes of negotiating, stewards will be allowed to attend negotiations during a workday after obtaining permission from the City Administrator. The Stewards or his/her alternate will ask for and obtain permission from the Department Head of any employee with whom he/she wishes to carry on Union business.

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Employer's working schedule.

SECTION 2.2: UNION BULLETIN BOARD

The Employer shall provide a Union bulletin board at each work location. The board(s) shall be for the sole and exclusive use of the Union.

ARTICLE III

UNION DUES/FAIR SHARE CHECKOFF

SECTION 3.1: DEDUCTIONS

The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

- (A) Union membership dues, assessments, PAC, or fees;
- (B) Union sponsored credit and other benefit programs.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State salary and annuity withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a bi-weekly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall certify the current amount of Union deductions.

SECTION 3.2: FAIR SHARE

Pursuant to Section 3 (G) of the Illinois State Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois State Labor Relations Act, shall be deducted by the Employer from the earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee, social security number, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

SECTION 3.3: APPEAL PROCEDURE

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

SECTION 3.4: HOLD HARMLESS

The Union shall hold and save the employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

ARTICLE IV

HOURS OF WORK AND OVERTIME

SECTION 4.1: WORKDAY AND WORKWEEK

- (A) The workday for bargaining unit employees is eight (8) hours and the workweek is forty (40) hours.
- (B) Hours
 - (1) Except as set forth below, the hours for bargaining unit employees are 7:00 a.m. to 3:30 p.m., Monday through Friday
 - (2) During the baseball season, the City may deviate from the regular shift time and may schedule bargaining unit employees to perform ballfield maintenance to begin working as early as 5:00 am for a normal 8.5-hour shift under normal hourly wages on Saturdays and Sundays. Hours worked outside of a regularly scheduled shift on Saturday and Sunday shall be compensated at the appropriate overtime rate of pay. It is agreed that part-time, temporary, seasonal, and non-bargaining unit staff may perform field maintenance for the Championship games of any baseball tournaments.
 - (3) The Employer will post all overtime opportunities for special events four weeks prior to the event. Employees who work any of the City's special events will be awarded compensatory time for all hours worked on the event beyond the employee's regularly scheduled hours at a rate of one and one-half hour for every hour worked beyond his/her regularly scheduled hours. This provision shall not be construed as a guarantee that bargaining unit employees will be assigned to work special events.
 - (4) Employees who are assigned for weekend water checks or who are unscheduled and called-in to maintain the baseball fields will receive compensatory time for those hours.

SECTION 4.2: LUNCH/REST PERIODS

- (A) Employees shall be granted two (2) fifteen (15) minute paid breaks, one during the first half of the work day and one during the second half of the work day. Employees will be allowed to continue the practice of combining these two breaks at the end of the day, subject to approval by supervisor. Employees will be allowed to leave the premises during break times with the approval of the supervisor.
- (B) Employees shall be granted a one half hour lunch during the midpoint of each day. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees shall be allowed to leave work forty five (45) minutes early, or shall be compensated at the rate of one half hour of appropriate overtime.

SECTION 4.3: MANDATORY REST PERIOD

Unless an Employee agrees otherwise, Employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period. Should an employee reasonably believe that he can work more than 16 hours in a twenty four hour period, he shall be permitted to do so.

SECTION 4.4: MEAL ALLOWANCE

The practice of providing meals to employees shall be consistent with prior practice and procedure.

SECTION 4.5: OVERTIME COMPENSATION

The compensation paid employees for overtime work shall be as follows:

1. Except as provided for in this agreement, a bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work outside of his/her normal work day or work week, as defined in Section 1 of this Article.

2. Employees scheduled for water checks on designated holidays shall receive double time in the form of compensatory time or compensation, per the employee's discretion.

3. A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all unscheduled hours actually worked on designated holidays. For example, if the employee is called out to at 7:00 pm on Labor Day for an eight hour shift, the shift shall be paid for five hours at 2x pay and 3 hours at 1.5x pay. For example, if the employee starts a two hour shift at 11:30pm the day before Labor Day, the two-hour shift shall be paid by 0.5 hours at 1.5x pay and 1.5 hours at 2x pay.

4. Time paid for but not worked shall be counted as "time worked" for purposes of computing overtime compensation.

4. Compensation will not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

SECTION 4.6: OVERTIME DISTRIBUTION

The Employer agrees to distribute overtime as equally as possible in each department amongst those bargaining unit employees who usually perform the type of work at issue, then within the bargaining unit. For example, if the Employer cannot staff the overtime assignment with bargaining unit employees from within the department, the Employer shall next offer the overtime assignment to bargaining unit employees outside the department. The employee working on any job which extends into overtime shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, overtime shall be compulsory in emergency situations. On April 1st and November 1st of each calendar year, any employee not interested in working overtime may so notify the Employer. This notification does not relieve the employee from working overtime in emergency situations or in circumstances where the Employer cannot otherwise staff overtime assignments.

Except as provided in Section 4.1(B)(2), the employment of part-time, temporary, seasonal or non bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, the Employer reserves the right to select individuals to work overtime hours based on the intensity of the situation that causes the overtime, the response time needed, the quality of work needed, and whether an employee with supervisory authority is needed on site. If the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work part-time or temporary personnel on said overtime without violating the Agreement.

SECTION 4.6(A) SNOW PLAN

Each snow event will correspond with a list of preferred employees for call-in. There shall be an A-list and B-list. The week that contains the first snow event of the season shall be determined to be an A-list week. During this week, the A-list employees shall be called-in first for winter road maintenance (snow, ice, sleet). If an A-list employee is not available, then the employee on the B-list that maintains the same route shall be called in and given the opportunity to work the snow event. For the next consecutive week (Monday-Sunday), the B-list employees shall be called-in first for winter road maintenance (snow, ice, sleet). If a B-list employee is not available, then the employee on the A-list that maintains the same route shall be called in and given the opportunity to work the snow event. In the event the A-list and B-list route employees are not available, the supervisor on duty shall call other non-scheduled employees at their discretion. If a post-snow operation call-back is required, the Employer shall call back employees from the respective A or B list.

The general rosters for the lists are included as an attachment in EXHIBIT NUMBER. This list is an example of the structure of the rosters, and could change based on scheduled time off, illness, availability of employees, and other factors.

SECTION 4.7: CALLBACK

A "callback" is defined as an official assignment of work which is outside of an employee's regularly scheduled working hours as defined above. Callbacks shall be compensated at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback.

SECTION 4.8: PAGER/PHONE USAGE

This policy is intended to provide guidelines for the proper use of cellular telephones. Cellular telephones are provided to employees as business needs indicate. An employee who violates the terms of this policy may be subject to disciplinary action including suspension and/or termination as stated in section 5 of the employee manual.

Eligibility Criteria

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

1. Employees who are frequently in a vehicle, if the individual must conduct City business by the telephone while in the field, and it can be shown that cost savings and customer service efficiently will be realized through the use of such devices;

2. Employees who have a critical need to maintain accessibility with other department directors, City management staff and public officials, in order to insure uninterrupted customer services and/or the integrity of the City;

3. Public safety positions, as determined by the Chief of Police, as necessary to provide immediate and direct telephone communications with citizens, outside agencies cooperating in operations, or other resource entities outside of City government, and to provide for communications which may be inappropriate for mobile radios;

4. Department Heads and employees who have responsibility for responding to public safety incidents in the field.

Business Use of Cellular Phones

Where job or business needs demand immediate access to an employee, the City may issue a City-owned cell phone or allow an employee to elect a cell phone stipend of \$45 per month for business use of their personal phone in accordance with the Cellular Phone Allowance Agreement (found in Appendix X of the employee manual). The Cellular Phone Allowance Agreement allows employees to use a single phone for personal and business use through reimbursing the City for personal use of a phone or by receiving a stipend to use their personal phone for business use.

Employee Responsibilities

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

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

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

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

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

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

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

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

The employee shall release records of cellular phone use in compliance with City and State

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

Repairs and Replacements of Equipment

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

1. Personal cellular telephone equipment with a City reimbursement that requires repair or replacement due damage as a result of City job related duties or responsibilities or a situation outside the control of the employee will be repaired or replaced at the expense of the City (up to a maximum of \$200.00). The employee must have made a reasonable accommodation to protect this equipment. City-issued cellular telephone equipment that requires repair or replacement due to normal wear and tear, damage as a result of City job related duties or responsibilities or a situation outside the control of the employee will be repaired or replaced at the expense of the City.

2. In the event that the loss or damage is determined not to be in the course of employment or is found to be due to the employee's negligence, no reimbursement shall be made. Replacement/Repair shall only be provided after approval by the employee's Department Head and City Administrator. This will be subject to corrective action as determined by the Department Head or designee.

Termination

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

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

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

SECTION 4.9: ON-CALL ASSIGNMENTS

On call assignments shall be consistent with the provisions of this agreement.

Deleted: Employees who are issued Employer telephones shall not be required to pay for reasonable personal phone calls. "Reasonable personal phone calls" are defined as any calls that do not result in extra charges under the City's cell phone plan or any that are made within the allotted minutes package (currently 300 minutes per month). •

SECTION 4.10: COMPENSATORY TIME OFF

In lieu of paid overtime, employees may opt to earn compensatory time off. Compensatory time shall be granted in such time blocks as are mutually agreed upon between the employee, and the Employer. Compensatory blocks shall be for a minimum of fifteen (15) minute increments. Compensatory time which is unused and which has been previously awarded at the rate of time and one-half or double time shall be compensated at the employee's regular hourly rate of pay. Employees may not accumulate more than two hundred and forty (240) hours of compensatory time. Compensatory time off shall be scheduled, and approved the same as vacation time. Should an employee desire, he shall be permitted to cash out a maximum of eighty (80) hours per fiscal year without further approval by the City.

ARTICLE V

SENIORITY

SECTION 5.1: SENIORITY DEFINED

Except for purposes of layoff, an employee's seniority shall be the period of the employee's most recent continuous regular employment with the Employer, in the bargaining unit.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without reporting off. However, if an employee returns to work in any capacity after layoffs for the Employer within twelve (12) months, the break in continuous service shall be removed from his/her record.

SECTION 5.3: SENIORITY LIST

Once each year the Employer shall post a Bargaining Unit seniority list showing the seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

SECTION 5.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first 12 months of employment. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed his/her required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

ARTICLE VI
LAYOFF AND RECALL

SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least thirty (30) days notice of any layoffs except in emergency situations wherein such period of notice may be reduced.

SECTION 6.2: GENERAL PROCEDURES

In the event of a layoff, employees shall be laid off in inverse order of seniority as defined in Article V. However, prior to laying off any bargaining unit employees, all temporary, probationary, or part-time employees who perform work customarily performed by bargaining unit employees within the effected divisions shall be laid off or terminated, as the case may be; this provision shall not apply to foremen of the Parks or Public Works Departments. The City may layoff employees out of this inverse order of seniority in a position or classification if it determines that retention of a less senior employee is necessary to perform the remaining work based on relative skills and abilities, the need for specific licenses or certifications. A bargaining unit employee subject to layoff may replace a seasonal employee at the then applicable wage rate and benefits, if any, paid to seasonal employees. Should a bargaining unit employee choose to replace a seasonal employee, he/she will retain all recall rights set forth in Section 6.4 below.

SECTION 6.3 AGREEMENT TO BARGAIN OVER LAYOFF ALTERNATIVES

The City and Union agree to negotiate over alternatives to layoffs, after the City has notified the Union as described in Section 6.1. The City shall have the ultimate authority to decide whether the alternatives proposed by the Union are accepted in full or in part, or rejected.

SECTION 6.4: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a preferential hiring list for thirty-six (36) months. Said preferential hiring list shall apply only to positions within the department of public works and the parks division. Employees shall be recalled in seniority order, provided they possess the requirements of the new position. No part-time or seasonal employees will be hired to do bargaining unit work during this time without first offering the work to a laid-off employee at the then applicable wage rate and benefits, if any, paid to seasonal employees. After thirty-six (36) months on layoff, an employee shall lose his/her seniority.

ARTICLE VII
DISCIPLINARY PROCEDURES

SECTION 7.1: EMPLOYEE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Employees of the United City of Yorkville are expected to perform satisfactorily their assigned duties. The level of discipline imposed shall match the severity of the offense committed and in any appropriate circumstance – one or more steps in this process may be skipped. Disciplinary action may involve any one or more of the following:

- (A) Oral warning with documentation of such filed in the employee's personnel file, with copy sent to Union office.
- (B) Written reprimand with copy of such maintained in the employee's personnel file, with copy sent to Union office.
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
- (D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Pursuant to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

SECTION 7.2: RIGHT TO REPRESENTATION

Prior to any pre-disciplinary discussions with the employee, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

ARTICLE VIII
GRIEVANCE PROCEDURE

SECTION 8.1: GRIEVANCE DEFINED

A grievance is defined as any claim of violation of this Agreement.

SECTION 8.2: PROCESSING OF GRIEVANCE

Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 8.3: GRIEVANCE STEPS

STEP ONE: DIRECTOR OF PUBLIC WORKS OR THE SUPERINTENDENT OF PARKS

The Union may submit a written grievance to the Director of Public Works, or the Superintendent of Parks within ten (10) business days of the event giving rise to the grievance or within ten (10) business days of when the Union should have reasonably known of the events giving rise to the grievance. The Director of Public Works, the Superintendent of Parks, or his/her designee shall schedule a conference within five (5) business days of receipt of the grievance to attempt to adjust the matter. The Director of Public Works, the Superintendent of Parks, or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Director of Public Works, the Superintendent of Parks, or designee shall respond to the grievance in writing within ten (10) business days of receipt of the grievance.

STEP TWO: CITY ADMINISTRATOR

If the grievance remains unresolved at step one, or if the resolution at step one is not satisfactory to the Union, the Union may advance the written grievance to the City Administrator within ten (10) business days of the response in step one or when such response was due. The City Administrator or his/her designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The City Administrator or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the City Administrator or designee shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

STEP THREE: ARBITRATION

If the grievance remains unresolved at step two, or if the step two response is not satisfactory to the Union, the Union may refer the grievance to arbitration within fifteen (15) business days of the step two response or the date the step two response was due. The Union shall request the American Arbitration Association to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party,

before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. If either party objects, another panel will be requested and another arbitrator selected.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The Arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

SECTION 8.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

SECTION 8.5: SETTLEMENTS AND TIME LIMITS

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer, or the date the Employer's answer was due, will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases), extend this limit by unilateral written notice.

SECTION 8.6: UNION STEWARDS

One (1) duly authorized bargaining unit representatives shall be designated by the Union in each department as the Steward. One (1) duly authorized bargaining unit representatives shall be designated by the Union in each department as the Alternate Steward. The Union will provide written notice to the Employer to identify the Stewards.

ARTICLE IX

HOLIDAYS

SECTION 9.1: GENERAL INFORMATION

Holidays are the following:

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day

If the Employer declares any additional dates as observed holidays, such date(s) shall be considered holiday(s) for all bargaining unit employees. Moreover, on days when other Employer employees are allowed to go home early with pay, bargaining unit employees who are not given the time off shall be compensated with pay or receive compensatory time for the equivalent amount of hours as what was offered to other employees at overtime rate or compensatory time. For example, if office employees are allowed to leave 2 hours early, bargaining unit members shall be offered the choice of going home early that day or 2 hours of compensation at overtime rate (i.e. 3 hours), or 2 hours of compensatory time at overtime rate (i.e. 2 hours). For purposes of interpreting the preceding sentence, "go home early" shall not include telecommuting or working from home.

SECTION 9.2: SPECIFIC APPLICATIONS

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

SECTION 9.3: HOLIDAY PAY

All employees shall receive eight (8) hours pay for each holiday. A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours actually worked on designated holidays, with a guaranteed minimum of four (4) hours should an employee be called out on a holiday. For example, if the employee starts an eight-hour shift at 7:00pm on Labor Day, the shift shall be paid at five hours at 2x pay and three hours at 1.5x pay. For example, if the employee starts a three hour shift at 10:00pm on Labor Day, the employee shall receive four hours at 2x pay. For example, if the employee starts a two hour shift at 11:30pm the day before Labor Day, 0.5 hours shall be paid at 1.5x pay and 1.5 hours shall be paid at 2x pay.

Deleted: Employees who work on a holiday shall additionally be compensated at two (2) times their regular rate of pay for all time actually worked on such holiday, with a guaranteed minimum of four (4) hours should an employee be called out on a holiday.

SECTION 9.4: FLOATING HOLIDAYS

All employees shall be entitled to two (2) floating holidays to be used in each calendar year. Employees will not receive additional compensation for the floating holidays (i.e. no payout upon termination) and these floating holidays are the only floating holidays that employees are entitled to. Where practicable, employees shall notify the Employer of his/her intent to use a personal day within forty eight (48) hours in advance of the personal day.

ARTICLE X
VACATION

SECTION 10.1: VACATION ACCRUAL/USAGE

Bargaining unit employees shall be entitled to paid vacation days in accordance with the following schedule:

<u>Service Time</u>	<u>Vacation Available</u>
Six-months through one year	40 hours
Beginning of one year through two years	40 hours
Beginning of two years through five years	80 hours (per year)
Beginning of Six (6) years through ten (10) years	120 hours (per year)
Beginning of Eleven (11 years through fifteen (15) years	160 hours (per year)
Beginning of Sixteen (16) years and beyond	200 hours (per year)

SECTION 10.2: VACATION SCHEDULING

Vacations shall be scheduled in advance, subject to approval by the Department head or his designee. In order to enable an employee to comply with this requirement, an employee may submit a request to schedule vacation time before such time is actually earned, but in no event shall an employee utilize vacation allowance before it is earned. Beginning November 30th thru December 31st of the previous year, employees may begin scheduling vacations based on seniority basis in each department. The directors will approve those vacations within seven (7) days.

After January 1st each year, vacations shall be scheduled on a first come basis. Requests to schedule 4 days or more of vacation shall be made at least seven (7) calendar days in advance. Requests to schedule less than 4 days must be made at least three days in advance. Any request for time off may be approved past the deadlines, at the discretion of the City Administrator or his designee.

SECTION 10.3: VACATION USAGE

- (A) A vacation day shall not be charged should a Holiday fall during an employee's scheduled vacation period.
- (B) New employees shall be eligible for vacation usage as defined within Section 10.1
- (C) An employee is permitted to carryover vacation from one year to the next year, but not beyond forty (40) hours and not beyond one year.
- (D) Vacation time may be used in increments of one-half shift or more.

SECTION 10.4: ACCUMULATED VACATION AT SEPARATION

- (A) Upon separation, an employee shall be paid for all unused, accrued and pro-rated vacation time based on the employee's current rate of pay.
- (B) In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.

ARTICLE XI

SICK LEAVE

SECTION 11.1: SICK LEAVE ACCRUAL

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick. Sick leave as contained herein may be taken by an employee who is unable to work by reason of a non-duty related illness, injury or disability. Employees may use sick leave to care for a child or spouse who is ill. Employees shall accrue sick leave at the rate of twelve (12) days per year, one day per month. Sick leave will have a maximum accumulation of 120 days (960 hours).

SECTION 11.2: SICK LEAVE UTILIZATION

Sick leave may be utilized only for the purposes specified in Section 11.1. Employees utilizing paid sick leave hours shall be compensated for them according to their normal rate of pay. Employees will use accrued sick leave in reverse accrual order. Thus, when an employee uses a sick leave hour, the last sick leave hour earned is removed from his accumulated sick leave. Abuse of sick leave shall be considered grounds for disciplinary action. Management may ask the bargaining unit employee to produce documentation proving that they have been seen by a health care professional at a clinic, doctor's office, hospital or other accredited medical facility after 3 consecutive sick days have been used or there is suspicion of abuse of sick time.

Absent employees who have exhausted their accumulated sick leave shall not be compensated for further absences unless approved by the City Council.

SECTION 11.3: UNUSED SICK LEAVE

(a) May 15 of each year, an employee who has used less than the sick leave he has accumulated in the immediately preceding fiscal year (May 1 through April 30) will be asked if he wishes to sell back the accrued sick leave earned in that fiscal year at a rate equivalent to fifty (50%) percent of his regular rate of pay for each sick leave hour sold back. Sick leave hours accumulated in previous fiscal years are not eligible to be sold back. The number of sick leave hours for which an employee elects cash compensation shall be deducted from such employee's accumulated sick leave. Employees electing to sell back their sick leave will be paid for them by June 15.

(b) An employee who has at least twenty (20) years of service who elects normal retirement shall be paid for unused sick leave at the rate of fifty percent (50%) of his/her regular daily rate of pay in effect on his last day of active work for the City for all accrued and unused sick leave accumulated.

For example, an employee retiring with ninety-six (96) hours of accumulated but unused sick leave hours will be paid the equivalent of forty-eight hours of pay at the employee's regular daily rate of pay.

SECTION 11.4: PENSION BENEFIT AT RETIREMENT

At retirement, an employee's sick leave days may be credited as days worked for purposes of pension benefits, pursuant to rules of the Illinois Municipal Retirement Fund. For the purposes of this section only, employees currently have a maximum accumulation of 120 days (960 hours) sick time.

ARTICLE XII
LEAVES OF ABSENCE

SECTION 12.1: DISABILITY LEAVE

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE

An employee with at least twelve (12) months seniority may petition the City Administrator for a special leave of absence. Such leave of absence is without pay or fringe benefits. A leave may be granted for good cause.

SECTION 12.3: FUNERAL LEAVE

When death occurs in the immediate family of any bargaining unit Employee, said Employee shall be granted three (3) days off without loss of pay. Additional time needed by the Employee will be deducted from accumulated sick leave, compensatory time or vacation time, at the Employee's discretion.

For purposes of this article, "immediate family" shall include the employee's current spouse, child (natural, step and adopted), parent or step-parent, sibling or step-sibling, mother-in-law, father-in-law, grandparent or step-grandparent, and grandchildren.

When death occurs in the extended family of any bargaining unit Employee, said Employee shall be granted one (1) day off without loss of pay. Additional time needed by the Employee will be deducted from accumulated sick leave, compensatory time or vacation time, at the Employee's discretion.

For purposes of this article, "extended family" shall include the employee's niece, nephew, brother-in-law, sister-in-law, aunt, uncle or those who have achieved familial status by living in the household.

SECTION 12.4: FAMILY AND MEDICAL LEAVE

Section 12.4.1 General Statement

It is the policy of the United City of Yorkville (the "City") to provide up to twelve (12) weeks of unpaid family and medical leave during a 12-month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 as amended ("FMLA"). The 12-month period is measured using a rolling backward year as of the date of the commencement of the FMLA leave.

Section 12.4.2 Eligibility

In order to qualify to take family and medical leave under this policy, an employee must have worked for the city for at least twelve (12) months and at least 1,250 hours during the twelve (12) month period immediately before the date when the leave would begin.

Section 12.4.3 Reasons for Leave

A leave of up to twelve (12) weeks may be requested for any of the following reasons:

1. The birth of a child and to care for the newborn child within one year of birth;
2. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
3. To care for the employee's spouse, child, or parent who has a serious health condition;
4. A serious health condition that makes the employee unable to perform the essential functions of his or her job.
5. Because of any "qualifying exigency" (as defined by the Secretary of Labor) arising out of the fact that an employee's spouse, child, or parent is deployed on active duty in a foreign country (or has been notified of an impending call or order to active duty) in the Armed Forces.

A leave of up to twenty-six (26) weeks may be requested to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Spouses both employed by the City who request Child Care Leave or leave to care for an ill parent may only take combined aggregate total of twelve (12) weeks during any 12-month period.

Employees will not be granted an FMLA leave to gain employment or work elsewhere, including self-employment. Employees who misrepresent facts in order to be granted an FMLA leave will be subject to immediate termination.

Section 12.4.3.1 Serious Health Condition

For purposes of this policy, "serious health condition" means an illness, injury, impairment or physical or mental condition that involves one of the following:

- a. Hospital Care. Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity relating to the same condition;
- b. Absence Plus Treatment. A period of incapacity of more than three full consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves either: (1) treatment two (2) or more times (within 30 days and provided the first visit takes place within seven (7) days of the first day of incapacity) by a health care provider, by a nurse or physician's assistant under

direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or (2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider (first visit to health care provider must take place within seven (7) days of the first day of incapacity);

- c. Pregnancy. Any period of incapacity due to pregnancy, or for prenatal care;
- d. Chronic Conditions Requiring Treatment. A chronic condition which: requires at least two (2) periodic visits for treatment per year by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; which condition continues over an extended period of time; and may cause episodic rather than a continuing period of incapacity;
- e. Permanent/Long-term Conditions Requiring Supervision. A period of incapacity which is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;
- f. Multiple Treatments (non-chronic conditions). Any period of incapacity to receive multiple treatment (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) full consecutive calendar days in the absence of medical intervention or treatment.

Section 12.4.3.2 Qualifying Exigency Leave

If you are an eligible employee (as defined above), you are entitled to take up to twelve (12) weeks of unpaid FMLA leave for any qualifying exigency arising out of the fact that a covered military member is on active duty or called to active duty status. The leave described in this paragraph is available during a 12-month rolling period, and may be taken on an intermittent or reduced leave schedule basis. You will be required to provide a copy of the covered military member's active duty orders or other documentation issued by the military that indicates that the military member is on active duty or is called to active duty status in a foreign country and the dates of the covered military member's active duty service. Eligible employees may take all twelve (12) weeks of his/her FMLA leave entitlement as qualifying exigency leave or the employee may take a combination of twelve (12) weeks of leave for both qualifying exigency leave and leave for a serious health condition (as defined above).

With respect to a Qualifying Exigency Leave:

- a. A "covered military member" means your spouse, son, daughter, or parent who is on active duty or called to active duty status in any foreign country in any of the Armed Forces, including a member of the National Guard or Reserves.

b. A “qualifying exigency” includes the following broad categories: (a) short notice deployment; (b) military events and related activities; (c) childcare and school activities; (d) prenatal care; (e) financial and legal arrangements; (f) counseling; (g) rest and recuperation; (h) post deployment activities, including reintegration activities, for a period of 90 days following the termination of active duty status; and, (i) additional categories that are agreed to by the employer and employee within this phrase.

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c. The phrase “son or daughter” is defined as your biological, adopted, or foster child, stepchild, legal ward, or child for whom you stood in loco parentis, of any age for qualifying exigency leave, who is on active duty or called to active duty status who is of any age. (Note: This definition is different from other sections of this FMLA policy). If the exigency leave is to arrange for childcare or school activities of a military member’s child, the military member must be the spouse, son, daughter or parent of the employee requesting the leave.

d. A “parent” means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to you when you were a son or daughter but it does not included “parents in law”.

e. Parental care — eligible employees may take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.

f. Rest and Recuperation — eligible employees may take up to fifteen days to spend time with a military member on Rest and Recuperation leave, limited to the actual leave time granted to the military member and supported by the Rest and Recuperation leave orders or other appropriate documentation issued by the military setting for the dates of the leave.

Section 12.4.3.3 Military Caregiver Leave

If you have been employed by the City for at least twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding the start of the leave, and you work at or report to a work site which has fifty (50) or more City employees within a 75-mile radius of that work site, and you are a spouse, child (of any age for military caregiver leave), parent or next of kin of a Covered Service member, as defined below, you are entitled to a total of twenty six (26) workweeks of unpaid leave during a single 12-month period to care for the Covered Service member (including twelve (12) workweeks for any other FMLA qualifying reason). The leave described in this paragraph shall only be available during a single 12-month period beginning as of the date the leave commences and ending 12 months after that date (and any unused amounts are forfeited).

Military Caregiver Leave may be permitted more than once if necessary to care for a different

Covered Service member (or the same Service member with multiple or subsequent injuries or illnesses) up to a combined total of twenty six (26) workweeks in a twelve (12) month period. However, your total available leave time in any single 12-month period generally may not exceed a combined total of twenty-six (26) workweeks (including FMLA time off taken for any other reason); except as provided under the FMLA regulations. You will be required to timely submit the completed paperwork provided to you and available from our Human Resources Department as a condition of receiving approved Military Caregiver Leave; except as provided under the FMLA regulations. NOTE: the 12 month computation period for this type of leave differs from the other types of FMLA leave.

With respect to Military Caregiver FMLA Leave:

- a. A “Covered Service member” means a member of the Armed Forces, including a member of the National Guard or Reserves, who (i) is undergoing medical treatment, recuperation, or therapy, (ii) is otherwise in outpatient status, or (iii) is otherwise on the *temporary* disability retired list, for a serious injury or illness; or is a covered veteran (discharged for other than “dishonorable” reasons) who was on active duty at some point in the five (5) year period prior to the date when the medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces, National Guard or Reserves at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, and who was discharged or released under conditions other than dishonorable.
- b. “Outpatient status” means the status of a Covered Service member assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- c. “Next of kin” means the nearest blood relative of that individual (regardless of age) other than an employee’s spouse, son or daughter. You are required to provide confirmation of the relationship upon request. The Service member may designate the blood relative who is considered his/her next of kin; otherwise, the following order generally will apply: blood relatives granted custody by law, brother/sister, grandparents, aunts/uncles, and then first cousins.
- d. “Serious injury or illness” for a Current Service Member means an injury or illness incurred by the Service member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the Service member’s active duty and was aggravated by service in the line of duty) that (i) may render the Service member medically unfit to perform the duties of the member’s office, grade, rank or rating, or (ii) in the case of a veteran Service member, that manifests itself before or after the member became a veteran.
- e. Any request under the Service member Family Leave provision(s) due to a serious injury or illness of a Current Service member must be supported by certification issued by the applicable health care provider or the Department of Defense. You are required to submit this information on the forms provided to you and available from the Human Resources Manager or on the Invitational Travel Orders or Authorizations provided to you by the Department of Defense.

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Section 12.4.4 GINA Rights

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the City asks that employees not provide any genetic information when responding to a request for medical certification regarding their own serious health conditions under this FMLA Policy. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

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There is an exemption to GINA's limitation on the disclosure of family medical history when an employee requests a leave of absence under the FMLA due to a family member's serious health condition. In such situations, all information necessary to make the medical certification form complete and sufficient under the FMLA should be provided.

Section 12.4.5 Leave is Unpaid

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FMLA leave is generally unpaid leave. If an employee requests FMLA time off, any accrued paid vacation and personal time must first be substituted and used for unpaid FMLA leave. If an employee requests Employee Medical Leave, any accrued paid vacation, personal and applicable sick leave must first be substituted and used for any unpaid FMLA leave. The substitution of paid leave time for unpaid leave time or use of short-term disability does not extend the 12-week leave period.

Deleted: Child Care or Family Medical Leave

Employee otherwise unpaid Medical Leave will also run concurrently with leave taken under the City's disability leave policy and workers' compensation leave, if taken for an FMLA qualifying serious health condition.

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If an employee takes vacation time/sick leave using salary continuation for a condition that constitutes or progresses into a serious health condition, the City may designate all or some portion of such leave as under this policy, to the extent that the paid leave meets the necessary qualifications.

Section 12.4.6 Notice of Leave

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If an employee's need for FMLA leave is foreseeable, the employee must give the City at least thirty (30) days prior written notice. Failure to provide such notice may be grounds for delay of leave. Where the need for leave is not foreseeable, the employee is expected to notify the City as soon as practicable, generally within one to two business days of learning of the employee's need for leave. A request must be made in writing on the City's forms (Appendix K), available in personnel.

You must respond to our questions relative to your leave request so that we can determine if the leave qualifies for FMLA protection; failure to do so may result in loss or delay of FMLA protections. If you are seeking leave due to an FMLA-qualifying reason for which the City has previously granted you FMLA-protected leave, *you must specifically reference the qualifying reason or need for FMLA leave at the time of your request to be away from work.* It is not sufficient to simply "call in sick" without

providing additional information which would provide the City with reasonable cause to believe your absence/time away from work may qualify as an FMLA qualifying event. In all cases in which you are seeking leave under this policy, you shall provide such notice to the City consistent with the City's established call-in procedures so long as no unusual circumstances prevent you from doing so. Failure to comply with the call-in procedures may result in a delay or denial of FMLA protected leave.

You must make an effort to schedule a leave so as not to disrupt business operations. During the leave, you may be required to report periodically on your status and your intention to return to work. Any extension of time for your leave of absence must be requested in writing prior to your scheduled date of return to work, together with written documentation to support the extension. Your failure to either return to work on the scheduled date of return or to apply in writing for an extension prior to that date will be considered to be a resignation of employment effective as of the last date of the approved leave. Employees on leaves for their own serious health condition must provide fitness-for-duty releases from their health care provider before they will be permitted to return to work. Your maximum time on a leave of absence, all types combined, and including all extensions, cannot exceed a total of twelve (12) weeks in a rolling twelve month period, unless you are a spouse, child, parent, or next of kin on leave to care for a Covered Service member, in which case your leave can last for up to twenty-six (26) workweeks in a single twelve (12) month period (unless legally required otherwise).

An Employee shall not be granted a leave of absence for the purpose of seeking or taking employment elsewhere or operating a private business. Unauthorized work while on a leave of absence will result in disciplinary action, up to and including discharge.

A leave of absence will not affect the continuity of your employment. Your original date of employment remains the same for seniority purposes. However, you will not accrue any benefits during the period you are on a leave.

Section 12.4.7 Medical Certification

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If an employee is requesting Employee Medical or Family Medical Leave the employee and the relevant health care provider must supply appropriate medical certification. The City will supply all employees with medical certification forms. The medical certification must be provided within fifteen (15) days after it is requested, or as soon as reasonable under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. In its discretion and at its own expense, the City may require a second medical opinion, and if the first and second opinions differ, a third medical opinion. The third opinion will be provided by a health care provider approved jointly by the employee and the City and will be binding. The City may also require recertification periodically during a leave, and employees will be required to present a fitness-for-duty certificate upon return to work following an employee medical leave.

Section 12.4.8 Medical and Other Benefits

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During an FMLA leave, the City will maintain the employee's health benefits on the same conditions as if the employee had continued working. If paid leave is substituted for unpaid FMLA leave, the City will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the FMLA leave is unpaid, the employee must make arrangements with the City to pay his/her portion of the premium. Group health care coverage will cease if the employee's premium payment is more than thirty (30) days late, but the employee will be notified at least fifteen (15) days before coverage lapses. Additionally, if the employee fails to return from leave, the City will require repayment of any premium that was paid for maintaining the health coverage for the employee, unless the employee does not return because of a continuing or recurring serious health condition of either the employee or a covered member, or because of other circumstances beyond the employee's control. Employees are not entitled to other benefits or seniority accrual during the FMLA leave.

Any changes in benefit plan provisions and costs may apply to individuals on FMLA leave the same as if they were actively employed, according to the terms of the applicable plan.

Section 12.4.9 Returning from Leave

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Employees who return to work from FMLA within or on the business day following expiration of the twelve (12) weeks are entitled to return to his or her same position or to an equivalent position with equal benefits, pay or other terms and conditions of employment. The City may choose to exempt certain highly compensated ("key") employees from this requirement and not return them to the same or similar position. Of course, you have no greater right to reinstatement or to other benefits and conditions of employment than if you had been continuously employed during the FMLA leave period. In determining whether a position is "equivalent" we would look at whether the position had substantially similar terms and conditions of employment and whether the position entails similar duties, skills, efforts, responsibilities, authority, privileges and status.

If your leave was due to your own serious health condition, you will be required to provide medical certification that you are fit to resume work. Employees failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until it is provided.

Section 12.4.10 Reporting While on Leave

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The City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Section 12.4.11 Intermittent and Reduced Schedule Leave

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FMLA leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced work schedule (reducing the usual number of hours an employee works per work week or workday) if medically necessary. If FMLA leave is unpaid, the City will reduce the employee's salary based on the amount of time actually worked. In addition, while the employee is on intermittent or reduced schedule FMLA leave, the city may temporarily transfer the employee to an available alternative position that better accommodates the employee recurring leave and which has equivalent pay and benefits.

Section 12.4.12 Policy Administration

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This policy is intended to comply with and will be administered in accordance with the Family and Medical Leave Act, as amended, and any applicable regulations, definitions and law there under, as well as any state family or medical leave laws granting additional rights that are applicable to employees employed in Illinois.

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Section 12.4.13 Interrelation of Leaves

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Any leave taken pursuant to this policy, other City policies, a collective bargaining agreement, or law which qualifies as leave under the FMLA or any applicable state family or medical leave act, will be counted against the employee's available leave under the applicable City policies, collective bargaining, and/or law, as well as the available leave under the FMLA or applicable state law, to the extent permitted by such applicable law.

For example, the City complies with the Americans with Disabilities Act ("ADA") and any other law that allows for reasonable accommodations to disabled employees and employees who are pregnant or have a pregnancy related disability. The City may approve a reasonable request for an extension of a leave of absence beyond the amount reflected in the FMLA as a form of a reasonable accommodation in appropriate cases.

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Section 12.4.14 Anti-Retaliation Provisions

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Be assured that no retaliation will be taken or tolerated against any employee who exercises his/her rights under our FMLA policy. If you feel that you have been the victim of any discrimination or retaliation under this Policy, you are encouraged to contact the Human Resources Manager so that the matter can be promptly investigated and remedied as appropriate

Section 12.4.15 FMLA Forms

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Forms to be used in conjunction with requesting to use FMLA time are attached to this manual as Appendix D.

Section 12.4.16 Benefits While on Leave

While on FMLA leave, an employee will continue to receive health insurance coverage on the same basis as if the employee were actively working (and provided employee pays co-premium amounts). Employees retain the seniority and paid time off benefits that were accrued prior to the start of the leave (if any are remaining) but the employee will not otherwise accrue seniority or paid time off benefits while on unpaid FMLA leave. Reinstatement upon completion of an approved FMLA leave will be handled in accordance with the law.

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SECTION 12.5: JURY DUTY LEAVE

An employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive full pay. Any payment received by the employee from the court for jury duty shall be given to the City because the employee is receiving full pay while on jury duty leave. The employee may keep any meal and travel allowances provided by the Courts for jury duty.

ARTICLE XIII
HEALTH INSURANCE

SECTION 13.1 HEALTH INSURANCE PREMIUMS AND CONTRIBUTIONS

Effective May 1, 2017, the employees hired before May 1, 2015 (tier 1 employees) shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: eight and one-half percent (8.5%) of the premium for single, single plus spouse, or single plus children under the HMO insurance policy or seven and one-half percent (7.5%) of the premium for family coverage under the HMO insurance policy or plan offered by the City. Tier 1 employees shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: nine and one-half percent (9.5%) of the premium for single, single plus spouse, or single plus children under the PPO insurance policy or nine percent (9%) for family coverage under the PPO insurance policy or plan offered by the City, depending upon the employee's coverage election. Such premium contributions shall be deducted from the employee's earnings, and are in addition to any co-pays, deductibles or out-of-pocket expenses to be paid by the employee.

Effective May 1, 2017, the employees hired on or after May 1, 2015 (tier 2 employees) shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: eleven percent (11%) of the premium for single, single plus spouse, single plus children or family coverage under the HMO insurance policy or plan offered by the City. Tier 2 employees shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: sixteen percent (16%) of the premium for single, single plus spouse, single plus children or family coverage under the PPO insurance policy or plan offered by the City, depending upon the employee's coverage election. Such premium contributions shall be deducted from the employee's earnings, and are in addition to any co-pays, deductibles or out-of-pocket expenses to be paid by the employee.

Effective May 1, 2018 through April 30, 2019, Tier I and Tier II employees shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: eleven percent (11%) for the premium for single, single plus spouse, single plus children, or family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: sixteen percent (16%) of the premium for single, single plus spouse, single plus children, or family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election.

Effective May 1, 2019 through April 30, 2020, Tier I and Tier II employees shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: twelve percent (12%) for the premium for single, single plus spouse, single plus children, or family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: seventeen percent (17%) of the premium for single, single plus spouse, single plus children, or family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election.

Additionally, the City agrees that the actual dollar amount of the monthly employee contribution may not exceed a ten percent (10%) increase from one fiscal year to the next, except in years May 1, 2018 to April 30, 2019 and May 1, 2019 to April 30, 2020. In the years of May 1, 2018 to April 30, 2019 and May 1, 2019 to April 30, 2020, the actual employee contribution amount may exceed a 10% increase from one-year-to-the-next as a result of the agreed upon changes to the employee contribution percentages in this contract. However, in those two years, the City shall implement a pro-rata ten percent (10%) cap on Employer-observed plan design increases, to be calculated by assuming the agreed upon higher employee contributions had existed in the year prior.

This cap on the year-to-year employee contributions is understood to be floating and the base amount will be reset each year based on the actual cost of health insurance premiums and HRA plans.

SECTION 13.2: LIFE, DENTAL AND VISION COVERAGE

The City shall continue in effect the current term life (\$50,000 for an eligible employee; \$10,000 for spouse; \$2,500 for child aged 6 months to 19 years; \$1,500 for infant from birth to 6 months), dental and vision coverage's, subject to the terms and conditions of the applicable policy or plan provided by the City. Increases in the benefits of these plans for non-bargaining unit non-supervisory employees shall be offered to the bargaining unit employees on the same terms and conditions as they are offered to non-bargaining unit non-supervisory employees.

The Employer shall provide the same Disability Insurance that it provides to all other non-bargaining unit employees. The Employer shall provide, and maintain all other benefits provided at the levels and cost during the term of this agreement.

Deleted: The City retains the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate. ¶

¶ Effective May 1, 2013, the employees hired before May 1, 2015 (tier 1 employees) shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: eight and one-half percent (8.5%) of the premium for single, single plus spouse, or single plus children under the HMO insurance policy or seven and one-half percent (7.5%) of the premium for family coverage under the HMO insurance policy or plan offered by the City. Tier 1 employees shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: nine and one-half percent (9.5%) of the premium for single, single plus spouse, or single plus children under the PPO insurance policy or nine percent (9%) for family coverage under the PPO insurance policy or plan offered by the City, depending upon the employee's coverage election. Such premium contributions shall be deducted from the employee's earnings, and are in addition to any co-pays, deductibles or out-of-pocket expenses to be paid by the employee. ¶

¶ Employees hired on or after May 1, 2015 (tier 2 employees) shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: eleven percent (11%) of the premium for single, single plus spouse, single plus children or family coverage under the HMO insurance policy or plan offered by the City. Tier 2 employees shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: sixteen percent (16%) of the premium for single, single plus spouse, single plus children or family coverage under the PPO insurance policy or plan offered by the City, depending upon the employee's coverage election. Such premium contributions shall be deducted from the employee's earnings, and are in addition to any co-pays, deductibles or out-of-pocket expenses to be paid by the employee.

SECTION 13.3 OPT OUT INCENTIVE

Employees who are able to enroll in an alternate medical health insurance plan (through a spouse, for example) are eligible to receive a monthly stipend of \$100 for single employees and \$150 for families) from the City for choosing to opt-out of the City's health insurance plan. Proof of enrollment in a non-City insurance plan is required to receive compensation. A registration form is available over in Human Resources.

ARTICLE XIV
EMPLOYEE TRAINING AND EDUCATION

SECTION 14.1: TRAINING

With the understanding that the management has the discretion to decide when training is necessary and that such decisions are often influenced by budgetary considerations, all employees, within divisions and specializations, will be given equal opportunities to train in order to advance within the City as well as to better serve the public. ▼

Deleted: Additionally, within 30 days after the signing of this agreement, the parties shall meet to determine the feasibility of sending some or all of its workforce to the Union's Apprenticeship and Skill Improvement Program.

SECTION 14.2: COMPENSATION

The Employer agrees to compensate all bargaining unit employees at the appropriate rate of pay for all training, schools, and courses which the Employer requires an employee to attend. When an employee is required to use his/her own automobile, mileage reimbursement for sites farther than ten (10) miles one way shall be paid at the rate set by the Illinois State Training Board. Employees shall be reimbursed for meals at the maximum rate of \$50 per day. Meal receipts must be turned in to process reimbursements. In the event that an employee needs to stay overnight at such training/school session, the Employer will pay the cost of lodging in accordance with the City's employee manual.

SECTION 14.3: CDL LICENSE

The Employer shall reimburse all bargaining unit employees required to have a Commercial Driver's License the cost of said license including renewals and any endorsements the employee is required to obtain and maintain. The employer shall continue the practice of paying for employee's physical as required to maintain their CDL.

SECTION 14.4: EDUCATIONAL INCENTIVE

All requests by an employee for the enrollment to a college degree program or college coursework which must be job related must be submitted by the Department Head to the City Administrator for approval. The City recognizes four (4) levels of degree programs described as follows: (i) high school; (ii) 64 credit hours of college course work; (iii) bachelor's degree; and, (iv) master's degree. Then all courses related to the program shall be eligible for payment subject to budget approval. This provision shall be subject to change and does not entitle any employee the exclusive right to receive approval and/or be eligible for payment. Furthermore, the employee shall provide a grade or transcript to the Department Head upon the completion of each course. Any revision or change requested by the employee to the approved program must be submitted to the Department Head for approval prior to the revision or change.

The City shall pay tuition and fees only for college coursework (not travel or wages), unless otherwise approved by the Mayor and City Council.

The City may pay all expenses of an elective course. An elective course is one that may benefit the City by added knowledge, but is not directly related to City operations.

The tuition and fees only (no books or materials) of an elective or required course will be paid through direct billing from the appropriate school, or paid as a reimbursement to the employee pending the completion of a consent form for repayment and pending receipt of a the grade transcript. The employee will sign the payroll deduction form prior to the enrollment of the course stipulating to the following provisions will apply: if a grade of a C-average or better is attained upon the completion of the course the class will be considered complete and paid for by the City. If less than a C-average is attained, the employee will be required to pay back 100% of the tuition and fees to the City through a payroll deduction as stipulated within the payroll deduction sign off form or direct payment to the City. If an employee voluntarily leaves the City within two years of completing a course reimbursed under this policy, a percentage amount of reimbursed expenses must be repaid to the City according to the following schedule:

- 0-6 months of completion of course – 100%
- 7-12 months of completion of course – 75%
- 13-18 months of completion of course – 50%
- 19-24 months of completion of course – 25%

Tuition rates will be paid for at an amount not to exceed the current per-hour rate charged at the University of Illinois as is designated at the time of class approval.

ARTICLE XV

SAFETY

SECTION 15.1: COMPLIANCE WITH LAWS

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

SECTION 15.2: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

ARTICLE XVI

LABOR-MANAGEMENT MEETINGS

SECTION 16.1: LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled within one week of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

SECTION 16.2: PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

ARTICLE XVII

SUBCONTRACTING

SECTION 17.1: NO SUBCONTRACTING

There shall be no subcontracting of bargaining unit work that results in a reduction of hours worked by bargaining unit employees. The employer may subcontract specialty and emergency work in circumstances where bargaining unit members lack the necessary equipment or skills to perform the work.

SECTION 17.2: BARGAINING UNIT WORK

Subject to the limitations set forth in Sections 4.1 and 4.6 work historically performed by bargaining unit members shall continue to be performed by bargaining unit members and shall not be performed by non-bargaining unit members, including, but not limited to, management or volunteers. To the extent work has historically been performed by bargaining unit and non-bargaining unit members, the work may continue to be worked by both in the same manner.

ARTICLE XVIII
UNIFORMS AND EQUIPMENT

SECTION 18.1: UNIFORMS

The Employer shall maintain the practice of providing t-shirts, long-sleeved shirts, concrete boots (5 buckle and 2 buckle), personal protective equipment and rain gear. Upon execution of this Agreement, the City will provide each bargaining unit member with \$700 in a vendor account for purposes of purchasing uniforms, winter gear and boots. New hires shall also receive \$700 in a vendor account for purchase of uniforms, winter gear and boots. On May 1st of each year, the City will provide each bargaining unit employee with \$500 in a vendor account for purposes of purchasing uniforms, winter gear and boots. In the event an employee is not able to purchase the necessary items from the approved vendor, the City will make arrangements to allow the employee to purchase the necessary item using a City credit card. If the employee voluntarily resigns their employment with the City within 1 month of purchasing any new wearing apparel, the employee will be responsible for the cost of said apparel or to return the apparel to the employer.

Deleted: Carhart bibs and jackets, including replacements as long as the items are not worn out within three years. If they are worn out within three years, the items will be replaced at the employee's cost.

SECTION 18.2: PROTECTIVE CLOTHING

The Employer shall provide all necessary items of protective clothing and safety gear.

SECTION 18.3: PRESCRIPTION SAFETY GLASSES

Bargaining unit employees who are subject to assignments or situations necessitating protective eye glasses shall be reimbursed for purchasing prescription safety glasses as follows:

- (A) Reimbursement may be made once every three years;
- (B) The Employer shall reimburse fifty percent (50%) of the cost for one (1) pair of prescription safety glasses.
- (C) The Employer further agrees to replace glasses should an employee's original pair become damaged/broken on the job.
- (D) If the employee voluntarily resigns their employment with the City within 1 month of purchasing new safety glasses, the employee will be responsible for the cost of those safety glasses or to return the safety glasses to the employer.

ARTICLE XIX
PERSONNEL RECORDS

SECTION 19.1: PERSONNEL RECORDS

The personnel record is available during regular business hours for an employee and/or his/her designee to review. Employees should contact the Human Resources Manager to arrange a time to review their personnel record.

SECTION 19.2: RIGHT OF INSPECTION AND COPIES

An employee will be granted the right to inspect his/her personnel and/or medical records during working time no more than two times per year. An employee may obtain a copy of his/her record upon request to the Human Resources Manager. Copies shall be provided, at no charge to the employee, within two (2) business days.

SECTION 19.3: REMOVAL OF PERFORMANCE BASED WARNINGS

All performance based warnings shall automatically be removed from an employee's file after twelve (12) months from occurrence.

ARTICLE XXI

NO STRIKE / NO LOCKOUT

SECTION 21.1: NO STRIKE

During the term of this Agreement, neither the Union nor any officers, agents or employees will engage in, induce, call, authorize, support, promote, condone or participate in any strike, work stoppage, intentional withholding of services, illegal picketing, slow-down, sit-in, or other unlawful acts or actions having the effect of exhibiting an unlawful refusal to work at any time for any reason.

SECTION 21.2: NO LOCKOUT

During the term of this Agreement, the Employer shall not lockout any bargaining unit employees.

SECTION 21.3: LEGITIMATE PICKET LINE

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a legitimate labor dispute or refuses to go through or work behind any picket line, including the picket line of the Union party to this Agreement and including picket lines at the Employer's place or places of business. Furthermore, an employee may refuse to cross any picket line when he fears that bodily harm may be done to him.

ARTICLE XXII

BARGAINING RIGHTS

SECTION 22.1: UNION RIGHTS

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively with regard to Employer policy matters directly affecting wages, hours and terms and conditions of employment.

SECTION 22.2: MANAGEMENT RIGHTS

Subject to the express provisions of the agreement, the Employer retains all its traditional rights through its City Administrator and his/her agents and designees to manage and direct the affairs of the Employer in all of their various aspects and to manage and direct employees, including the following: to determine the mission of the Employer and its various departments; to determine the number and location of facilities and offices as well as the staffing and equipment for such offices and facilities; to determine whether and to what extent it will contract or subcontract for the provision of any services and upon what terms and conditions such contracts will be entered into; to plan, direct, control and determine all the operations and services of the Employer and its various departments; to supervise and direct the working forces; to hire, assign, transfer and promote employees; to establish the qualifications of employment, and to determine the number of employees; to schedule and assign work; to establish and or modify performance standards and objectives from time to time; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or subcontracted; to reasonably make, alter and enforce various rules, regulations, safety rules, orders procedures and policies; to evaluate employees; to discipline, suspend, demote and discharge employees for just cause (including probationary employees without just cause); to alter, change, modify, substitute or eliminate existing methods, equipment, uniforms or facilities; to layoff employees when necessary when determined by the Employer; to reasonably establish dress and appearance standards; to determine and establish, change, combine or abolish positions and job classifications pursuant to this Agreement; and to determine the duties, responsibilities, and work assignments of any position or job classification; provided, that the exercise of such management rights listed above by the Employer shall not conflict with the express provisions of this Agreement. The Employer expressly reserves the right under this agreement to exercise all management rights set forth in Section 4 of the Illinois Public Labor Relations Act. In addition, the Employer may establish all requirements, rules, policies and procedures and orientation for newly hired employees during their probationary period, so long as such requirements, rules, policies and procedures and orientation do not conflict with the express provisions of this Agreement.

ARTICLE XXIII

WAGES

Base wage rates for positions covered by the Agreement are set forth in Appendix A.

Effective May 1, 2017, base wage rates are determined by the employee slot-in set forth in Appendix B. After the initial slot-in, each employee shall receive a step increase on his anniversary date. All wage increases are retroactive on all hours paid from May 1, 2017 through the date of execution of this Agreement.

Effective May 1, 2018, each employee shall receive a 2% increase as set forth in Appendix A, followed by a step increase on his anniversary date.

Effective May 1, 2019, each employee shall receive a 2.5% increase as set forth in Appendix A, followed by a step increase on his anniversary date.

A longevity stipend will be made to all full-time employees based on the following schedule. This stipend is added to the employee's annual salary.

After 6 years, but less than 9 years	\$ 750
After 9 years, but less than 14 years	\$1000
After 14 years, but less than 20 years	\$1250
After 20 years, but less than 25 years	\$1500
After 25 years	\$2000

Any questions the Employer has regarding an employee's time sheet shall be brought to the employee's attention before the Employer issues the paycheck.

ARTICLE XXIV

DRUG AND ALCOHOL POLICY

All bargaining unit employees required to have a Commercial Driver's License are subject to drug and alcohol testing under the Department of Transportation Federal Regulations 49 CFR Part 40 Section 382 as set forth in Appendix C, attached hereto and made a part hereof. Said regulations are subject to change from time to time.

Deleted: Effective May 1, 2013, employees will receive a 2.75% salary increase.¶
¶ Effective May 1, 2014, employees will receive a 3% salary increase.¶
¶ Effective May 1, 2015, employees will receive a 3.25% salary increase.¶
¶ Effective May 1, 2016, employees will receive a 3.5% salary increase.

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ARTICLE XXV

FILLING OF VACANCIES/PROMOTIONS

SECTION 25.1: POSTING

Whenever the Employer determines there is a vacancy in an existing job classification or that a new position within the bargaining unit job has been created, a notice of such vacancy shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 25.2: PROMOTIONS

Nothing in this CBA shall interfere with or limit the Employer's ability to promote an employee to a higher classification. In the event an employee in the Maintenance Worker I classification has not been promoted after Step 11, he shall automatically move to the Maintenance Worker 2 classification upon completion of Step 11 unless Employer notifies them in advance of the performance or qualification reasons why they will not be promoted. In the event the Employer notifies the employee of their non-promotion from MWI to MWII, the Employer and Union shall meet in order to establish a performance improvement plan for said employee, should said employee so desire. For Employees promoted from MWI to MWII under this section, the employee shall be compensated as a Maintenance Worker 2 in the step closest to, but higher than, his previous Maintenance Worker 1 step. Promotions from Maintenance Worker 1 to Maintenance Worker 2 to Operator shall be discussed in Labor-Management conferences, where the parties shall discuss procedures and standards for promotions.

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ARTICLE XXVI

SECONDARY EMPLOYMENT

Employees primary employment responsibilities are to the City. Secondary employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work emergency callbacks, overtime, or different hours. Employees may hold secondary employment, including self-employment, provided such employment does not: 1) interfere with the performance of City duties; 2) present a potential conflict of interest; 3) result in outside work being performed during an employee's work shift; 4) involve the use of city equipment or supplies. Employees shall be permitted to engage in secondary employment only with the prior written approval of their Department Head. If granted permission for secondary employment an employee's Department Head may revoke the permission where it appears to the Department Head that such activity conflicts with the standards set forth above. Employees who engage in secondary employment shall notify their Department Head of the addresses and phone numbers where they can be contacted, if necessary, for their normal work schedule, of the name of their supervisor (if applicable), and of the type of work they are (or will be) performing. If secondary work activity does cause or contribute to job-related problems, the City may rescind its approval of such employment and, if necessary, normal disciplinary procedures will be followed to deal with the specific problems.

ARTICLE XXVI
SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE XXVII
MAINTENANCE OF ECONOMIC BENEFITS AND COMPLETE AGREEMENT CLAUSE

SECTION 27.1 MAINTENANCE OF ECONOMIC BENEFITS CLAUSE

All direct and substantial economic benefits which are not set forth in this Agreement and are currently in effect for bargaining unit members shall continue and remain in effect until such time as the City shall notify the Union of its intention to eliminate or change them. Upon such notification, and if requested by the Union, the City shall meet and negotiate such change before it is finally implemented by the City. If the Union becomes aware of such a change and has not received notification from the City, the Union must notify the City within fourteen (14) days of the date the Union became aware or should have reasonably become aware of such change and request negotiations or such inaction shall act as a waiver of the right to such negotiations by the Union. If no agreement is reached within thirty (30) calendar days after discussions begin, the Union shall have the right to defer the dispute over the change to arbitration as set forth in Section 14 of the Illinois Public Labor Relations Act.

SECTION 27.2 COMPLETE AGREEMENT CLAUSE

The parties agree that during the course of negotiations for this agreement they each had a full opportunity to raise and collectively bargain over all appropriate subjects of bargaining.

For the duration of this Agreement, the parties hereto waive further collective bargaining, except as provided within this agreement, on all appropriate subjects of bargaining whether or not discussed during negotiations mentioned herein; provided however, such waiver shall not prevent the parties from reaching mutual understandings as to the application or interpretation of any provisions of this Agreement.

ARTICLE XXVIII
RENEWAL

This Agreement shall be effective as of the first day of May 1, ~~2017~~ and shall remain in full force and effect until the 30th day of April of, ~~2020~~ whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date.

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IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2017, in the United City of Yorkville.

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INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150,

James M. Sweeney
President/Business Manager
International Union of Operating Engineers, Local 150

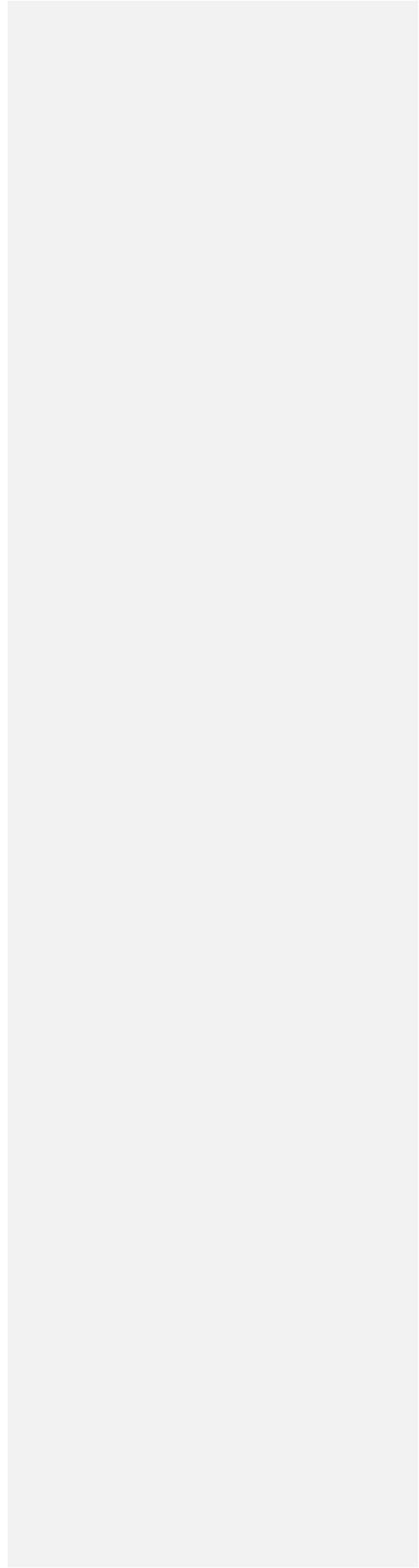
Bryan P. Diemer
Attorney
International Union of Operating Engineers, Local 150

United City of Yorkville

Gary Golinski
Mayor

ATTEST:

Beth Warren
City Clerk



APPENDIX A

WAGE RATE

Maintenance Worker 1

	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
	<u>% variable</u>	<u>2.00%</u>	<u>2.50%</u>
<u>Step 1</u>	<u>\$ 41,500</u>	<u>\$ 42,330</u>	<u>\$ 43,388</u>
<u>Step 2</u>	<u>\$ 42,953</u>	<u>\$ 43,812</u>	<u>\$ 44,907</u>
<u>Step 3</u>	<u>\$ 44,456</u>	<u>\$ 45,345</u>	<u>\$ 46,479</u>
<u>Step 4</u>	<u>\$ 46,012</u>	<u>\$ 46,932</u>	<u>\$ 48,105</u>
<u>Step 5</u>	<u>\$ 47,622</u>	<u>\$ 48,575</u>	<u>\$ 49,789</u>
<u>Step 6</u>	<u>\$ 49,289</u>	<u>\$ 50,275</u>	<u>\$ 51,532</u>
<u>Step 7</u>	<u>\$ 51,014</u>	<u>\$ 52,034</u>	<u>\$ 53,335</u>
<u>Step 8</u>	<u>\$ 52,800</u>	<u>\$ 53,856</u>	<u>\$ 55,202</u>
<u>Step 9</u>	<u>\$ 54,648</u>	<u>\$ 55,741</u>	<u>\$ 57,134</u>
<u>Step 10</u>	<u>\$ 56,560</u>	<u>\$ 57,691</u>	<u>\$ 59,134</u>
<u>Step 11</u>	<u>\$ 58,540</u>	<u>\$ 59,711</u>	<u>\$ 61,203</u>

Maintenance Worker 2

	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
	<u>% variable</u>	<u>2.00%</u>	<u>2.50%</u>
<u>Step 1</u>	<u>\$ 45,500</u>	<u>\$ 46,410</u>	<u>\$ 47,570</u>
<u>Step 2</u>	<u>\$ 47,093</u>	<u>\$ 48,034</u>	<u>\$ 49,235</u>
<u>Step 3</u>	<u>\$ 48,741</u>	<u>\$ 49,716</u>	<u>\$ 50,958</u>
<u>Step 4</u>	<u>\$ 50,447</u>	<u>\$ 51,456</u>	<u>\$ 52,742</u>
<u>Step 5</u>	<u>\$ 52,212</u>	<u>\$ 53,257</u>	<u>\$ 54,588</u>
<u>Step 6</u>	<u>\$ 54,040</u>	<u>\$ 55,121</u>	<u>\$ 56,499</u>
<u>Step 7</u>	<u>\$ 55,931</u>	<u>\$ 57,050</u>	<u>\$ 58,476</u>
<u>Step 8</u>	<u>\$ 57,889</u>	<u>\$ 59,046</u>	<u>\$ 60,523</u>
<u>Step 9</u>	<u>\$ 59,915</u>	<u>\$ 61,113</u>	<u>\$ 62,641</u>
<u>Step 10</u>	<u>\$ 62,012</u>	<u>\$ 63,252</u>	<u>\$ 64,833</u>
<u>Step 11</u>	<u>\$ 64,182</u>	<u>\$ 65,466</u>	<u>\$ 67,103</u>

<u>Operator</u>	<u>5/1/2017</u> <u>% variable</u>	<u>5/1/2018</u> <u>2.00%</u>	<u>5/1/2019</u> <u>2.50%</u>
<u>Step 1</u>	<u>\$ 50,000</u>	<u>\$ 51,000</u>	<u>\$ 52,530</u>
<u>Step 2</u>	<u>\$ 51,750</u>	<u>\$ 52,785</u>	<u>\$ 54,369</u>
<u>Step 3</u>	<u>\$ 53,561</u>	<u>\$ 54,632</u>	<u>\$ 56,271</u>
<u>Step 4</u>	<u>\$ 55,436</u>	<u>\$ 56,545</u>	<u>\$ 58,241</u>
<u>Step 5</u>	<u>\$ 57,376</u>	<u>\$ 58,524</u>	<u>\$ 60,279</u>
<u>Step 6</u>	<u>\$ 59,384</u>	<u>\$ 60,572</u>	<u>\$ 62,389</u>
<u>Step 7</u>	<u>\$ 61,463</u>	<u>\$ 62,692</u>	<u>\$ 64,573</u>
<u>Step 8</u>	<u>\$ 63,614</u>	<u>\$ 64,886</u>	<u>\$ 66,833</u>
<u>Step 9</u>	<u>\$ 65,840</u>	<u>\$ 67,157</u>	<u>\$ 69,172</u>
<u>Step 10</u>	<u>\$ 68,145</u>	<u>\$ 69,508</u>	<u>\$ 71,593</u>
<u>Step 11</u>	<u>\$ 70,530</u>	<u>\$ 71,941</u>	<u>\$ 74,099</u>

APPENDIX B
EMPLOYEE SLOT-IN

<u>BAUER, JONATHAN</u>	<u>MW 2 (Step 1)</u>
<u>BEHRENS, BRETT A</u>	<u>Operator (Step 7)</u>
<u>BROWN, DAVID</u>	<u>MW 2 (Step 1)</u>
<u>COLLINS, JR, ALBERT</u>	<u>Operator (Step 3)</u>
<u>HENNE, DURKIN A</u>	<u>Operator (Step 6)</u>
<u>HERNANDEZ, ADAM</u>	<u>MW 2 (Step 1)</u>
<u>HORNER, RYAN</u>	<u>Operator (Step 2)</u>
<u>KLEEFISCH, GLENN</u>	<u>MW 1 (Step 1)</u>
<u>LAWRENTZ, KEVIN</u>	<u>MW 2 (Step 3)</u>
<u>SCODRO, PETER</u>	<u>MW 2 (Step 3)</u>
<u>SCOTT, WILLIAM B</u>	<u>MW 2 (Step 2)</u>
<u>SENG, MATT</u>	<u>MW 2 (Step 9)</u>
<u>SMITH, DOUGLAS</u>	<u>MW 1 (Step 1)</u>
<u>SOELKE, THOMAS</u>	<u>Operator (Step 1)</u>
<u>WEBER, JR, ROBERT R</u>	<u>MW 2 (Step 4)</u>

APPENDIX C
DRUG AND ALCOHOL POLICY

I. PROHIBITIONS

A. Prohibited Alcohol-Related Conduct

An employee shall not engage in any form of the alcohol-related conduct listed below:

1. Using or being under the influence of alcohol on the job, while on duty or while operating a commercial motor vehicle.
2. Being in possession of alcohol while on duty or operating a commercial motor vehicle.
3. Having a prohibited breath alcohol concentration while on duty.
4. Having used alcohol during the four (4) hours before reporting for duty and/or at any time while on duty.
5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until after completion of required testing.
6. Refusing to promptly submit to a required alcohol test.

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B. Prohibited Drug-Related Conduct

An employee shall not engage in any of the following activities:

1. Using any of the following controlled substances, including use or misuse of a substance prescribed to the employee for medicinal purposes under a doctor's care, unless a physician has advised the employee that it will not interfere with the employee's ability to perform his essential job functions safely (with or without a reasonable accommodation if medically necessary):
 - a. Marijuana (THC metabolite)
 - b. Cocaine
 - c. Opiates (morphine and codeine)
 - d. Phencyclidine (PCP)
 - e. Amphetamines
 - f. Methamphetamines
 - g. MDMA Ecstasy
 - h. 6-Acetylmorphine-Heroin

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2. Being in possession of any unauthorized controlled substance.
3. Reporting for duty or being on duty while impaired from any prescribed therapeutic drug or controlled substance usage.
4. Refusing to submit to a required controlled substances test.

C. Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication and whose duties include operating a commercial motor vehicle for the Employer must inquire of and provide written documentation to his supervisor (upon request) from his/her treating physician to indicate whether the controlled substance would adversely affect or interfere with his/her ability to operate a commercial motor vehicle.
2. If the medication in use will or could reasonably be expected to adversely affect or limit the employee's ability to safely perform his job functions, the parties agree to engage in an interactive discussion to determine if a reasonable accommodation can be provided to remove the safety risk involved so that the employee may continue to work, If no reasonable accommodation is immediately identified and available, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave.

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II. CATEGORIES OF TESTING

A. Post-Accident Testing

1. Conducted when a bargaining unit employee was involved in an accident in any vehicle used or operated for work purposes, and:
 - a. The accident involved the loss of life; or
 - b. The employee was issued a citation for a moving traffic violation arising from an accident that included:
 - (1) Injury requiring medical attention, away from the scene; or
 - (2) One or more vehicles incur disabling damage so that it cannot be driven from the scene,
 - c. The driver must remain available for testing until the specified timeframes have passed as referenced below.

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2. Post-Accident Alcohol Testing

- a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident and must be completed within 8 hours.
- b. If testing is not administered within two (2) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.
- c. If testing is not administered within eight (8) hours of the accident, the Employer shall cease attempts to administer an alcohol test and document the reasons for same.
- d. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

3. Post-Accident Drug Testing

- a. Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the Employer shall cease attempts to administer a drug test.
- b. If testing is not administered within thirty-two (32) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.

B. Random Testing

Conducted throughout the year on a random, unannounced basis according to the legal requirements that apply including the following guidelines:

1. Restricted Period

- a. Bargaining unit employees required to have a Commercial Driver's License (CDL) are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.
- b. The Employer will not require employees to come in for a call-out

assignment for the sole purpose of random testing, unless required by law.

2. Frequency

- a. The Employer shall conduct random drug testing on at least fifty percent (50%) of the average number of bargaining unit employees required to have a CDL as of January 1 prior to the date of the requested test. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)).
- b. The Employer shall conduct random alcohol testing on at least ten percent (10%) of the average number of bargaining unit employees at the start of each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)).

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3. Selection

- a. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee who is required to have a CDL has a relatively equal chance of being selected.
- b. Should disputes arise regarding the random selection process, the Human Resources Officer or other person responsible for administering the drug and alcohol policy for the Employer shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

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C. Reasonable Suspicion Testing

Conducted when a trained supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

- 1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning factors such as: the appearance, behavior, speech or body odors of the employee;
- 2. The Department Head or a second trained department supervisor (if someone is reasonably available) must confirm the reasonable suspicion determination;
- 3. The employee is entitled to Union representation before being questioned in

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connection with a reasonable suspicion determination, if so requested but this will not delay the employee's obligation to submit to a test when requested.

4. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours of the time the employee submitted to the test.
5. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

D. Return to Duty Testing

1. After engaging in prohibited alcohol conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.
2. After engaging in prohibited controlled substances conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use.

E. Follow-Up Testing

1. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty requiring a CDL.
2. If a Substance Abuse Professional selected by the Employer (defined below) determines that follow-up testing is no longer necessary, it may be terminated after the first six (6) follow-up tests.
3. Substance Abuse Professional

The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

III. TESTING PROCEDURES

A. Drug Testing Procedures

The collector/collection process, drugs tested, including testing levels and DHHS

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laboratory analysis, and the Medical Review Officer process will conform in a manner promulgated under Department of Transportation Rule 49 CFR Part 40, including revisions thereto, in all aspects.

1. Collection Site/Collector

The Certified Collector must follow the procedures as outline in 49CFR Part 40, including revisions thereto. These procedures are very specific and include, but are not limited to, the following:

- a. Once a drug test is announced, an employee shall go directly to the collection site.
- b. Upon arrival, the employee shall verify his identity.
- c. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
- d. An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution of the specimen.
- e. Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.
- f. If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or has submitted an altered, adulterated or substitute specimen, a second specimen will be collected under direct observation. Both specimens will be sent to the laboratory for analysis and the testing facility will notify the designated employer representative.

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2. Medical Review Officer (MRO)

The Medical Review Officer is a licensed physician that has been certified as an MRO by the Department of Health and Human Services. The MRO is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program. The MRO will conduct a final review of all positive test results to assess a possible alternative medical explanation for the results. (For an in-depth explanation of the Medical Review Officer and the Verification Process, please refer to Department of Transportation 49 CFR Subpart G Part 20.121.)

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3. Laboratory Analysis

- a. Analysis of the urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).
- b. When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing.

4. Primary Specimen Test Results

a. Negative Test Results

Once the MRO has reviewed the laboratory results and determines the primary specimen to be negative, the negative result will be promptly reported to the designated employer representative.

b. Positive Test Results

- 1) Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to the Employer until they are reviewed by the MRO.
- 2) If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result (if one exists).
 - a) If the MRO determines that the positive result was caused by the legitimate medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test result as negative.
 - b) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has seventy-two (72) hours in which to request a confirmation test of the split specimen, and inform the Employer that the driver should be removed from service.
- 3) The employee shall remain out of service pending the result of the split sample analysis.

5. Confirmation/Split Specimen Test

- a. If, within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.
- b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed and the MRO will notify the Employer of the basis of this conclusion.
- c. Waived or Positive Confirmation Test
 - 1) If the employee waives his/her right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Employer.
 - 2) Upon receiving the results of the positive test, the Employer shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.

6. Inability to Provide Adequate Sample

- a. Employees who are unable to provide a urine sample of forty-five milliliters shall be offered 40 oz. of water and allowed up to 3 hours before being required to provide another urine specimen. The employee may not leave the collection facility. The above "shy bladder" procedures conform with DOT regulations 49 CFR Part 40.
- b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine.
 - 1) The employee shall be placed out of service until this determination is made.
 - 2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused

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to test.

B. Alcohol Testing Procedures

1. Screening Test

- a. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and requirements promulgated under the Department of Transportation 49 CFR Part 40.51.
- b. Only a certified Breath Alcohol Technician (BAT), trained in accordance with the requirements promulgated under the Department of Transportation 49 CFR Part 40.51, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.
- c. Testing Site
 - 1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.
 - 2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.
 - 3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.
 - 4) Once testing is complete, the BAT shall show the results to the employee.
- d. Screening Test
 - 1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.
 - 2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

2. Confirmation Test

- a. When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than twenty (20) minutes after completion

of the screening test.

- b. Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test.
- c. If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.

3. Inability to Provide an Adequate Amount of Breath

- a. If an employee is unable to provide an adequate amount of breath, the Employer may direct the employee to see a licensed physician.
- b. The employee may not perform safety sensitive functions until s/he is evaluated, provided the evaluation takes place within two (2) hours.
- c. The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition and/or whether a reasonable accommodation is available to assist the employee in the process.
- d. If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
- e. If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
- f. The Employer shall pay any medical fees assessed for the examination.

IV. CONSEQUENCES OF POSITIVE TEST RESULTS

A. Confirmed Breath Alcohol Test Result Between 0.02 and 0.04

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be removed from duty without pay for twenty-four (24) hours or a retest below 0.02.

B. Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct

- 1. An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be

immediately removed from duty.

2. The employee cannot resume the performance of safety sensitive functions until s/he:
 - a. Is evaluated by a Substance Abuse Professional (SAP); and
 - b. Complies with and completes any treatment program recommended by the SAP; and
 - c. Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.

C. Confirmed Positive Urine Drug Test

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
 - a. Is evaluated by a Substance Abuse Professional (SAP); and
 - b. Complies with and completes any treatment program recommended by the SAP; and
 - c. Completes the return to duty testing requirements set forth above with a negative result.

D. Discipline

Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.

E. Refusal to Test

Any employee who refuses (or unreasonably delays) to undergo required testing, as set forth in this policy, shall be considered as having tested positive and shall be immediately removed from duty. However, if it is subsequently determined that the order to submit to testing was in violation of this policy, the employee will be made whole for any economic loss incurred during his/her time off as determined by the Employer or as set forth in an award by a neutral arbitrator (when applicable).

V. CONFIDENTIALITY OF RECORDS

All drug and alcohol test results and records shall be maintained under strict confidentiality. Supervision shall not be entitled to copies of test results although supervision may be informed on a need to know basis of the results of such tests.

A. Employee Entitled to Information

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

B. Conditions Under Which the Employer Must Release Records

1. To the employee, upon written request.
2. When requested by federal or state agencies with jurisdiction, when license or certification actions may be required and/or when otherwise required by law for similar purposes.
3. To a subsequent employer pursuant to written consent of the former employee.
4. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

VI. EMPLOYEE ASSISTANCE PROGRAM

A. Voluntary Referral

1. Before Testing
 - a. Any bargaining unit employee who voluntarily refers himself or herself to the City's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline for that decision.
 - b. Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.
 - c. The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.

2. At Time of Testing

If a bargaining unit employee voluntarily refers himself or herself to the EAP upon being ordered to submit to a drug or alcohol test, the Employer shall consider such voluntary referral in mitigation of any discipline. However, an after the fact request for assistance will not limit the Employer's right to impose appropriate disciplinary action for a policy violation.

B. Confidentiality of Referral

All EAP referrals shall be kept strictly confidential with access to the information only on a need to know basis.

C. Rehabilitative Leave of Absence

1. Accrued Leaves of Absence

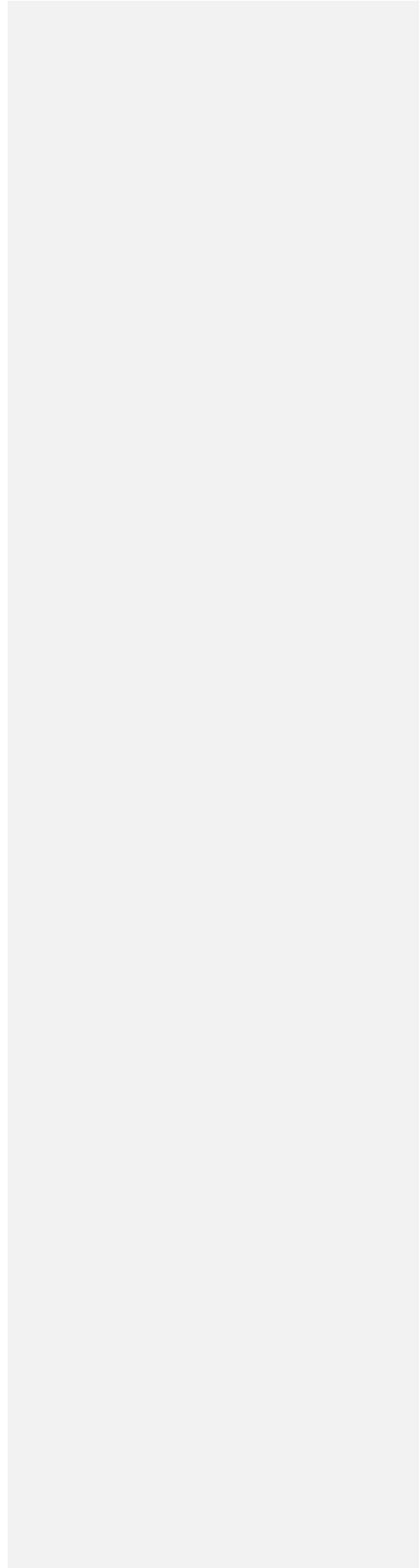
An employee may use any accrued leave (e.g. sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.

2. Extended Leave of Absence

Upon an employee's request, the Employer shall, to the extent necessary for treatment and rehabilitation, and subject to the General Leave provisions of the Collective Bargaining Agreement, grant the employee an unpaid leave of absence for the period necessary to complete primary treatment of the employee's drug and/or alcohol problem. Eligible employees are also encouraged to seek time off under the City's Family and Medical Leave Act policy ("FMLA") and/or other forms of reasonable accommodation for this purpose when medically necessary.

This Policy will be construed in accordance with the Compassionate Use of Medical Cannabis Pilot Program Act and the then applicable DOT regulations that apply for covered employees.

**APPENDIX D
FMLA FORMS**



**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**THE INTERNATIONAL UNION OF
OPERATING ENGINEERS,**

**LOCAL 150, PUBLIC EMPLOYEES
DIVISION**

AND

UNITED CITY OF YORKVILLE

May 1, 2017 THROUGH April 30, 2020

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the United City of Yorkville, Illinois, (hereinafter referred to as the "Employer") and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

****INCLUDED**

All full-time and regular part-time employees in the department of Public Works, and the department of Parks, in the following classifications: Maintenance Worker I, Maintenance Worker II, and Operator.

****EXCLUDED**

All other employees.

ARTICLE II

UNION RIGHTS

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

Union activities within Employer facilities shall be restricted to administering this Agreement. For purposes of negotiating, stewards will be allowed to attend negotiations during a workday after obtaining permission from the City Administrator. The Stewards or his/her alternate will ask for and obtain permission from the Department Head of any employee with whom he/she wishes to carry on Union business.

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Employer's working schedule.

SECTION 2.2: UNION BULLETIN BOARD

The Employer shall provide a Union bulletin board at each work location. The board(s) shall be for the sole and exclusive use of the Union.

ARTICLE III

UNION DUES/FAIR SHARE CHECKOFF

SECTION 3.1: DEDUCTIONS

The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

- (A) Union membership dues, assessments, PAC, or fees;
- (B) Union sponsored credit and other benefit programs.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State salary and annuity withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a bi-weekly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall certify the current amount of Union deductions.

SECTION 3.2: FAIR SHARE

Pursuant to Section 3 (G) of the Illinois State Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois State Labor Relations Act, shall be deducted by the Employer from the earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee, social security number, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

SECTION 3.3: APPEAL PROCEDURE

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

SECTION 3.4: HOLD HARMLESS

The Union shall hold and save the employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

ARTICLE IV

HOURS OF WORK AND OVERTIME

SECTION 4.1: WORKDAY AND WORKWEEK

- (A) The workday for bargaining unit employees is eight (8) hours and the workweek is forty (40) hours.
- (B) Hours
 - (1) Except as set forth below, the hours for bargaining unit employees are 7:00 a.m. to 3:30 p.m., Monday through Friday
 - (2) During the baseball season, the City may deviate from the regular shift time and may schedule bargaining unit employees to perform ballfield maintenance to begin working as early as 5:00 am for a normal 8.5-hour shift under normal hourly wages on Saturdays and Sundays. Hours worked outside of a regularly scheduled shift on Saturday and Sunday shall be compensated at the appropriate overtime rate of pay. It is agreed that part-time, temporary, seasonal, and non-bargaining unit staff may perform field maintenance for the Championship games of any baseball tournaments.
 - (3) The Employer will post all overtime opportunities for special events four weeks prior to the event. Employees who work any of the City’s special events will be awarded compensatory time for all hours worked on the event beyond the employee’s regularly scheduled hours at a rate of one and one-half hour for every hour worked beyond his/her regularly scheduled hours. This provision shall not be construed as a guarantee that bargaining unit employees will be assigned to work special events.
 - (4) Employees who are assigned for weekend water checks or who are unscheduled and called-in to maintain the baseball fields will receive compensatory time for those hours.

SECTION 4.2: LUNCH/REST PERIODS

- (A) Employees shall be granted two (2) fifteen (15) minute paid breaks, one during the first half of the work day and one during the second half of the work day. Employees will be allowed to continue the practice of combining these two breaks at the end of the day, subject to approval by supervisor. Employees will be allowed to leave the premises during break times with the approval of the supervisor.
- (B) Employees shall be granted a one half hour lunch during the midpoint of each day. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees shall be allowed to leave work forty five (45) minutes early, or shall be compensated at the rate of one half hour of appropriate overtime.

SECTION 4.3: MANDATORY REST PERIOD

Unless an Employee agrees otherwise, Employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period. Should an employee reasonably believe that he can work more than 16 hours in a twenty four hour period, he shall be permitted to do so.

SECTION 4.4: MEAL ALLOWANCE

The practice of providing meals to employees shall be consistent with prior practice and procedure.

SECTION 4.5: OVERTIME COMPENSATION

The compensation paid employees for overtime work shall be as follows:

1. Except as provided for in this agreement, a bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work outside of his/her normal work day or work week, as defined in Section 1 of this Article.
2. Employees scheduled for water checks on designated holidays shall receive double time in the form of compensatory time or compensation, per the employee's discretion.
3. A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all unscheduled hours actually worked on designated holidays. For example, if the employee is called out to at 7:00 pm on Labor Day for an eight hour shift, the shift shall be paid for five hours at 2x pay and 3 hours at 1.5x pay. For example, if the employee starts a two hour shift at 11:30pm the day before Labor Day, the two-hour shift shall be paid by 0.5 hours at 1.5x pay and 1.5 hours at 2x pay.
4. Time paid for but not worked shall be counted as "time worked" for purposes of computing overtime compensation.
4. Compensation will not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

SECTION 4.6: OVERTIME DISTRIBUTION

The Employer agrees to distribute overtime as equally as possible in each department amongst those bargaining unit employees who usually perform the type of work at issue, then within the bargaining unit. For example, if the Employer cannot staff the overtime assignment with bargaining unit employees from within the department, the Employer shall next offer the overtime assignment to bargaining unit employees outside the department. The employee working on any job which extends into overtime shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, overtime shall be compulsory in emergency situations. On April 1st and November 1st of each calendar year, any employee not interested in working overtime may so notify the Employer. This notification does not relieve the employee from working overtime in emergency situations or in circumstances where the Employer cannot otherwise staff overtime assignments.

Except as provided in Section 4.1(B)(2), the employment of part-time, temporary, seasonal or non bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, the Employer reserves the right to select individuals to work overtime hours based on the intensity of the situation that causes the overtime, the response time needed, the quality of work needed, and whether an employee with supervisory authority is needed on site. If the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work part-time or temporary personnel on said overtime without violating the Agreement.

SECTION 4.6(A) SNOW PLAN

Each snow event will correspond with a list of preferred employees for call-in. There shall be an A-list and B-list. The week that contains the first snow event of the season shall be determined to be an A-list week. During this week, the A-list employees shall be called-in first for winter road maintenance (snow, ice, sleet). If an A-list employee is not available, then the employee on the B-list that maintains the same route shall be called in and given the opportunity to work the snow event. For the next consecutive week (Monday-Sunday), the B-list employees shall be called-in first for winter road maintenance (snow, ice, sleet). If a B-list employee is not available, then the employee on the A-list that maintains the same route shall be called in and given the opportunity to work the snow event. In the event the A-list and B-list route employees are not available, the supervisor on duty shall call other non-scheduled employees at their discretion. If a post-snow operation call-back is required, the Employer shall call back employees from the respective A or B list.

The general rosters for the lists are included as an attachment in EXHIBIT NUMBER. This list is an example of the structure of the rosters, and could change based on scheduled time off, illness, availability of employees, and other factors.

SECTION 4.7: CALLBACK

A "callback" is defined as an official assignment of work which is outside of an employee's regularly scheduled working hours as defined above. Callbacks shall be compensated at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback.

SECTION 4.8: PAGER/PHONE USAGE

This policy is intended to provide guidelines for the proper use of cellular telephones. Cellular telephones are provided to employees as business needs indicate. An employee who violates the terms of this policy may be subject to disciplinary action including suspension and/or termination as stated in section 5 of the employee manual.

Eligibility Criteria

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

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

4. Department Heads and employees who have responsibility for responding to public safety incidents in the field.

Business Use of Cellular Phones

Where job or business needs demand immediate access to an employee, the City may issue a City-owned cell phone or allow an employee to elect a cell phone stipend of \$45 per month for business use of their personal phone in accordance with the Cellular Phone Allowance Agreement (found in Appendix X of the employee manual). The Cellular Phone Allowance Agreement allows employees to use a single phone for personal and business use through reimbursing the City for personal use of a phone or by receiving a stipend to use their personal phone for business use.

Employee Responsibilities

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

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

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

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

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

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

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

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

The employee shall release records of cellular phone use in compliance with City and State

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

Repairs and Replacements of Equipment

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

1. Personal cellular telephone equipment with a City reimbursement that requires repair or replacement due damage as a result of City job related duties or responsibilities or a situation outside the control of the employee will be repaired or replaced at the expense of the City (up to a maximum of \$200.00). The employee must have made a reasonable accommodation to protect this equipment. City-issued cellular telephone equipment that requires repair or replacement due to normal wear and tear, damage as a result of City job related duties or responsibilities or a situation outside the control of the employee will be repaired or replaced at the expense of the City.

2. In the event that the loss or damage is determined not to be in the course of employment or is found to be due to the employee's negligence, no reimbursement shall be made. Replacement/Repair shall only be provided after approval by the employee's Department Head and City Administrator. This will be subject to corrective action as determined by the Department Head or designee.

Termination

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

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

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

SECTION 4.9: ON-CALL ASSIGNMENTS

On call assignments shall be consistent with the provisions of this agreement.

SECTION 4.10: COMPENSATORY TIME OFF

In lieu of paid overtime, employees may opt to earn compensatory time off. Compensatory time shall be granted in such time blocks as are mutually agreed upon between the employee, and the Employer. Compensatory blocks shall be for a minimum of fifteen (15) minute increments. Compensatory time which is unused and which has been previously awarded at the rate of time and one-half or double time shall be compensated at the employee's regular hourly rate of pay. Employees may not accumulate more than two hundred and forty (240) hours of compensatory time. Compensatory time off shall be scheduled, and approved the same as vacation time. Should an employee desire, he shall be permitted to cash out a maximum of eighty (80) hours per fiscal year without further approval by the City.

ARTICLE V

SENIORITY

SECTION 5.1: SENIORITY DEFINED

Except for purposes of layoff, an employee's seniority shall be the period of the employee's most recent continuous regular employment with the Employer, in the bargaining unit.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without reporting off. However, if an employee returns to work in any capacity after layoffs for the Employer within twelve (12) months, the break in continuous service shall be removed from his/her record.

SECTION 5.3: SENIORITY LIST

Once each year the Employer shall post a Bargaining Unit seniority list showing the seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

SECTION 5.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first 12 months of employment. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed his/her required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

ARTICLE VI
LAYOFF AND RECALL

SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least thirty (30) days notice of any layoffs except in emergency situations wherein such period of notice may be reduced.

SECTION 6.2: GENERAL PROCEDURES

In the event of a layoff, employees shall be laid off in inverse order of seniority as defined in Article V. However, prior to laying off any bargaining unit employees, all temporary, probationary, or part-time employees who perform work customarily performed by bargaining unit employees within the effected divisions shall be laid off or terminated, as the case may be; this provision shall not apply to foremen of the Parks or Public Works Departments. The City may layoff employees out of this inverse order of seniority in a position or classification if it determines that retention of a less senior employee is necessary to perform the remaining work based on relative skills and abilities, the need for specific licenses or certifications. A bargaining unit employee subject to layoff may replace a seasonal employee at the then applicable wage rate and benefits, if any, paid to seasonal employees. Should a bargaining unit employee choose to replace a seasonal employee, he/she will retain all recall rights set forth in Section 6.4 below.

SECTION 6.3 AGREEMENT TO BARGAIN OVER LAYOFF ALTERNATIVES

The City and Union agree to negotiate over alternatives to layoffs, after the City has notified the Union as described in Section 6.1. The City shall have the ultimate authority to decide whether the alternatives proposed by the Union are accepted in full or in part, or rejected.

SECTION 6.4: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a preferential hiring list for thirty-six (36) months. Said preferential hiring list shall apply only to positions within the department of public works and the parks division. Employees shall be recalled in seniority order, provided they possess the requirements of the new position. No part-time or seasonal employees will be hired to do bargaining unit work during this time without first offering the work to a laid-off employee at the then applicable wage rate and benefits, if any, paid to seasonal employees. After thirty-six (36) months on layoff, an employee shall lose his/her seniority.

ARTICLE VII
DISCIPLINARY PROCEDURES

SECTION 7.1: EMPLOYEE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Employees of the United City of Yorkville are expected to perform satisfactorily their assigned duties. The level of discipline imposed shall match the severity of the offense committed and in any appropriate circumstance – one or more steps in this process may be skipped. Disciplinary action may involve any one or more of the following:

- (A) Oral warning with documentation of such filed in the employee's personnel file, with copy sent to Union office.
- (B) Written reprimand with copy of such maintained in the employee's personnel file, with copy sent to Union office.
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
- (D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Pursuant to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

SECTION 7.2: RIGHT TO REPRESENTATION

Prior to any pre-disciplinary discussions with the employee, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

ARTICLE VIII
GRIEVANCE PROCEDURE

SECTION 8.1: GRIEVANCE DEFINED

A grievance is defined as any claim of violation of this Agreement.

SECTION 8.2: PROCESSING OF GRIEVANCE

Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 8.3: GRIEVANCE STEPS

STEP ONE: DIRECTOR OF PUBLIC WORKS OR THE SUPERINTENDENT OF PARKS

The Union may submit a written grievance to the Director of Public Works, or the Superintendent of Parks within ten (10) business days of the event giving rise to the grievance or within ten (10) business days of when the Union should have reasonably known of the events giving rise to the grievance. The Director of Public Works, the Superintendent of Parks, or his/her designee shall schedule a conference within five (5) business days of receipt of the grievance to attempt to adjust the matter. The Director of Public Works, the Superintendent of Parks, or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Director of Public Works, the Superintendent of Parks, or designee shall respond to the grievance in writing within ten (10) business days of receipt of the grievance.

STEP TWO: CITY ADMINISTRATOR

If the grievance remains unresolved at step one, or if the resolution at step one is not satisfactory to the Union, the Union may advance the written grievance to the City Administrator within ten (10) business days of the response in step one or when such response was due. The City Administrator or his/her designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The City Administrator or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the City Administrator or designee shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

STEP THREE: ARBITRATION

If the grievance remains unresolved at step two, or if the step two response is not satisfactory to the Union, the Union may refer the grievance to arbitration within fifteen (15) business days of the step two response or the date the step two response was due. The Union shall request the American Arbitration Association to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party,

before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. If either party objects, another panel will be requested and another arbitrator selected.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The Arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

SECTION 8.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

SECTION 8.5: SETTLEMENTS AND TIME LIMITS

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer, or the date the Employer's answer was due, will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases), extend this limit by unilateral written notice.

SECTION 8.6: UNION STEWARDS

One (1) duly authorized bargaining unit representatives shall be designated by the Union in each department as the Steward. One (1) duly authorized bargaining unit representatives shall be designated by the Union in each department as the Alternate Steward. The Union will provide written notice to the Employer to identify the Stewards.

ARTICLE IX

HOLIDAYS

SECTION 9.1: GENERAL INFORMATION

Holidays are the following:

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Christmas Eve Day, Christmas Day

If the Employer declares any additional dates as observed holidays, such date(s) shall be considered holiday(s) for all bargaining unit employees. Moreover, on days when other Employer employees are allowed to go home early with pay, bargaining unit employees who are not given the time off shall be compensated with pay or receive compensatory time for the equivalent amount of hours as what was offered to other employees at overtime rate or compensatory time. For example, if office employees are allowed to leave 2 hours early, bargaining unit members shall be offered the choice of going home early that day or 2 hours of compensation at overtime rate (i.e. 3 hours), or 2 hours of compensatory time at overtime rate (i.e. 2 hours). For purposes of interpreting the preceding sentence, "go home early" shall not include telecommuting or working from home.

SECTION 9.2: SPECIFIC APPLICATIONS

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

SECTION 9.3: HOLIDAY PAY

All employees shall receive eight (8) hours pay for each holiday. A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours actually worked on designated holidays, with a guaranteed minimum of four (4) hours should an employee be called out on a holiday. For example, if the employee starts an eight-hour shift at 7:00pm on Labor Day, the shift shall be paid at five hours at 2x pay and three hours at 1.5x pay. For example, if the employee starts a three hour shift at 10:00pm on Labor Day, the employee shall receive four hours at 2x pay. For example, if the employee starts a two hour shift at 11:30pm the day before Labor Day, 0.5 hours shall be paid at 1.5x pay and 1.5 hours shall be paid at 2x pay.

SECTION 9.4: FLOATING HOLIDAYS

All employees shall be entitled to two (2) floating holidays to be used in each calendar year. Employees will not receive additional compensation for the floating holidays (i.e. no payout upon termination) and these floating holidays are the only floating holidays that employees are entitled to. Where practicable, employees shall notify the Employer of his/her intent to use a personal day within forty eight (48) hours in advance of the personal day.

ARTICLE X
VACATION

SECTION 10.1: VACATION ACCRUAL/USAGE

Bargaining unit employees shall be entitled to paid vacation days in accordance with the following schedule:

<u>Service Time</u>	<u>Vacation Available</u>
Six-months through one year	40 hours
Beginning of one year through two years	40 hours
Beginning of two years through five years	80 hours (per year)
Beginning of Six (6) years through ten (10) years	120 hours (per year)
Beginning of Eleven (11 years through fifteen (15) years	160 hours (per year)
Beginning of Sixteen (16) years and beyond	200 hours (per year)

SECTION 10.2: VACATION SCHEDULING

Vacations shall be scheduled in advance, subject to approval by the Department head or his designee. In order to enable an employee to comply with this requirement, an employee may submit a request to schedule vacation time before such time is actually earned, but in no event shall an employee utilize vacation allowance before it is earned. Beginning November 30th thru December 31st of the previous year, employees may begin scheduling vacations based on seniority basis in each department. The directors will approve those vacations within seven (7) days.

After January 1st each year, vacations shall be scheduled on a first come basis. Requests to schedule 4 days or more of vacation shall be made at least seven (7) calendar days in advance. Requests to schedule less than 4 days must be made at least three days in advance. Any request for time off may be approved past the deadlines, at the discretion of the City Administrator or his designee.

SECTION 10.3: VACATION USAGE

- (A) A vacation day shall not be charged should a Holiday fall during an employee’s scheduled vacation period.
- (B) New employees shall be eligible for vacation usage as defined within Section 10.1
- (C) An employee is permitted to carryover vacation from one year to the next year, but not beyond forty (40) hours and not beyond one year.
- (D) Vacation time may be used in increments of one-half shift or more.

SECTION 10.4: ACCUMULATED VACATION AT SEPARATION

- (A) Upon separation, an employee shall be paid for all unused, accrued and pro-rated vacation time based on the employee's current rate of pay.
- (B) In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.

ARTICLE XI

SICK LEAVE

SECTION 11.1: SICK LEAVE ACCRUAL

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick. Sick leave as contained herein may be taken by an employee who is unable to work by reason of a non-duty related illness, injury or disability. Employees may use sick leave to care for a child or spouse who is ill. Employees shall accrue sick leave at the rate of twelve (12) days per year, one day per month. Sick leave will have a maximum accumulation of 120 days (960 hours).

SECTION 11.2: SICK LEAVE UTILIZATION

Sick leave may be utilized only for the purposes specified in Section 11.1. Employees utilizing paid sick leave hours shall be compensated for them according to their normal rate of pay. Employees will use accrued sick leave in reverse accrual order. Thus, when an employee uses a sick leave hour, the last sick leave hour earned is removed from his accumulated sick leave. Abuse of sick leave shall be considered grounds for disciplinary action. Management may ask the bargaining unit employee to produce documentation proving that they have been seen by a health care professional at a clinic, doctor's office, hospital or other accredited medical facility after 3 consecutive sick days have been used or there is suspicion of abuse of sick time.

Absent employees who have exhausted their accumulated sick leave shall not be compensated for further absences unless approved by the City Council.

SECTION 11.3: UNUSED SICK LEAVE

(a) May 15 of each year, an employee who has used less than the sick leave he has accumulated in the immediately preceding fiscal year (May 1 through April 30) will be asked if he wishes to sell back the accrued sick leave earned in that fiscal year at a rate equivalent to fifty (50%) percent of his regular rate of pay for each sick leave hour sold back. Sick leave hours accumulated in previous fiscal years are not eligible to be sold back. The number of sick leave hours for which an employee elects cash compensation shall be deducted from such employee's accumulated sick leave. Employees electing to sell back their sick leave will be paid for them by June 15.

(b) An employee who has at least twenty (20) years of service who elects normal retirement shall be paid for unused sick leave at the rate of fifty percent (50%) of his/her regular daily rate of pay in effect on his last day of active work for the City for all accrued and unused sick leave accumulated.

For example, an employee retiring with ninety-six (96) hours of accumulated but unused sick leave hours will be paid the equivalent of forty-eight hours of pay at the employee's regular daily rate of pay.

SECTION 11.4: PENSION BENEFIT AT RETIREMENT

At retirement, an employee's sick leave days may be credited as days worked for purposes of pension benefits, pursuant to rules of the Illinois Municipal Retirement Fund. For the purposes of this section only, employees currently have a maximum accumulation of 120 days (960 hours) sick time.

ARTICLE XII
LEAVES OF ABSENCE

SECTION 12.1: DISABILITY LEAVE

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE

An employee with at least twelve (12) months seniority may petition the City Administrator for a special leave of absence. Such leave of absence is without pay or fringe benefits. A leave may be granted for good cause.

SECTION 12.3: FUNERAL LEAVE

When death occurs in the immediate family of any bargaining unit Employee, said Employee shall be granted three (3) days off without loss of pay. Additional time needed by the Employee will be deducted from accumulated sick leave, compensatory time or vacation time, at the Employee's discretion.

For purposes of this article, "immediate family" shall include the employee's current spouse, child (natural, step and adopted), parent or step-parent, sibling or step-sibling, mother-in-law, father-in-law, grandparent or step-grandparent, and grandchildren.

When death occurs in the extended family of any bargaining unit Employee, said Employee shall be granted one (1) day off without loss of pay. Additional time needed by the Employee will be deducted from accumulated sick leave, compensatory time or vacation time, at the Employee's discretion.

For purposes of this article, "extended family" shall include the employee's niece, nephew, brother-in-law, sister-in-law, aunt, uncle or those who have achieved familial status by living in the household.

SECTION 12.4: FAMILY AND MEDICAL LEAVE

Section 12.4.1 General Statement

It is the policy of the United City of Yorkville (the "City") to provide up to twelve (12) weeks of unpaid family and medical leave during a 12-month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 as amended ("FMLA"). The 12-month period is measured using a rolling backward year as of the date of the commencement of the FMLA leave.

Section 12.4.2 Eligibility

In order to qualify to take family and medical leave under this policy, an employee must have worked for the city for at least twelve (12) months and at least 1,250 hours during the twelve (12) month period immediately before the date when the leave would begin.

Section 12.4.3 Reasons for Leave

A leave of up to twelve (12) weeks may be requested for any of the following reasons:

1. The birth of a child and to care for the newborn child within one year of birth;
2. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
3. To care for the employee's spouse, child, or parent who has a serious health condition;
4. A serious health condition that makes the employee unable to perform the essential functions of his or her job.
5. Because of any "qualifying exigency" (as defined by the Secretary of Labor) arising out of the fact that an employee's spouse, child, or parent is deployed on active duty in a foreign country (or has been notified of an impending call or order to active duty) in the Armed Forces.

A leave of up to twenty-six (26) weeks may be requested to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Spouses both employed by the City who request Child Care Leave or leave to care for an ill parent may only take combined aggregate total of twelve (12) weeks during any 12-month period.

Employees will not be granted an FMLA leave to gain employment or work elsewhere, including self-employment. Employees who misrepresent facts in order to be granted an FMLA leave will be subject to immediate termination.

Section 12.4.3.1 Serious Health Condition

For purposes of this policy, "serious health condition" means an illness, injury, impairment or physical or mental condition that involves one of the following:

- a. Hospital Care. Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity relating to the same condition;
- b. Absence Plus Treatment. A period of incapacity of more than three full consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves either: (1) treatment two (2) or more times (within 30 days and provided the first visit takes place within seven (7) days of the first day of incapacity) by a health care provider, by a nurse or physician's assistant under

direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or (2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider (first visit to health care provider must take place within seven (7) days of the first day of incapacity);

- c. Pregnancy. Any period of incapacity due to pregnancy, or for prenatal care;
- d. Chronic Conditions Requiring Treatment. A chronic condition which: requires at least two (2) periodic visits for treatment per year by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; which condition continues over an extended period of time; and may cause episodic rather than a continuing period of incapacity;
- e. Permanent/Long-term Conditions Requiring Supervision. A period of incapacity which is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;
- f. Multiple Treatments (non-chronic conditions). Any period of incapacity to receive multiple treatment (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) full consecutive calendar days in the absence of medical intervention or treatment.

Section 12.4.3.2 Qualifying Exigency Leave

If you are an eligible employee (as defined above), you are entitled to take up to twelve (12) weeks of unpaid FMLA leave for any qualifying exigency arising out of the fact that a covered military member is on active duty or called to active duty status. The leave described in this paragraph is available during a 12-month rolling period, and may be taken on an intermittent or reduced leave schedule basis. You will be required to provide a copy of the covered military member's active duty orders or other documentation issued by the military that indicates that the military member is on active duty or is called to active duty status in a foreign country and the dates of the covered military member's active duty service. Eligible employees may take all twelve (12) weeks of his/her FMLA leave entitlement as qualifying exigency leave or the employee may take a combination of twelve (12) weeks of leave for both qualifying exigency leave and leave for a serious health condition (as defined above).

With respect to a Qualifying Exigency Leave:

- a. A "covered military member" means your spouse, son, daughter, or parent who is on active duty or called to active duty status in any foreign country in any of the Armed Forces, including a member of the National Guard or Reserves.

- b. A “qualifying exigency” includes the following broad categories: (a) short notice deployment; (b) military events and related activities; (c) childcare and school activities; (d) prenatal care; (e) financial and legal arrangements; (f) counseling; (g) rest and recuperation; (h) post deployment activities, including reintegration activities, for a period of 90 days following the termination of active duty status; and, (i) additional categories that are agreed to by the employer and employee within this phrase.
- c. The phrase “son or daughter” is defined as your biological, adopted, or foster child, stepchild, legal ward, or child for whom you stood in loco parentis, of any age for qualifying exigency leave, who is on active duty or called to active duty status who is of any age. (Note: This definition is different from other sections of this FMLA policy). If the exigency leave is to arrange for childcare or school activities of a military member’s child, the military member must be the spouse, son, daughter or parent of the employee requesting the leave.
- d. A “parent” means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to you when you were a son or daughter but it does not included “parents in law”.
- e. Parental care — eligible employees may take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.
- f. Rest and Recuperation — eligible employees may take up to fifteen days to spend time with a military member on Rest and Recuperation leave, limited to the actual leave time granted to the military member and supported by the Rest and Recuperation leave orders or other appropriate documentation issued by the military setting for the dates of the leave.

Section 12.4.3.3 Military Caregiver Leave

If you have been employed by the City for at least twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding the start of the leave, and you work at or report to a work site which has fifty (50) or more City employees within a 75-mile radius of that work site, and you are a spouse, child (of any age for military caregiver leave), parent or next of kin of a Covered Service member, as defined below, you are entitled to a total of twenty six (26) workweeks of unpaid leave during a single 12-month period to care for the Covered Service member (including twelve (12) workweeks for any other FMLA qualifying reason). The leave described in this paragraph shall only be available during a single 12-month period beginning as of the date the leave commences and ending 12 months after that date (and any unused amounts are forfeited).

Military Caregiver Leave may be permitted more than once if necessary to care for a different

Covered Service member (or the same Service member with multiple or subsequent injuries or illnesses) up to a combined total of twenty six (26) workweeks in a twelve (12) month period. However, your total available leave time in any single 12-month period generally may not exceed a combined total of twenty-six (26) workweeks (including FMLA time off taken for any other reason); except as provided under the FMLA regulations. You will be required to timely submit the completed paperwork provided to you and available from our Human Resources Department as a condition of receiving approved Military Caregiver Leave; except as provided under the FMLA regulations. NOTE: the 12 month computation period for this type of leave differs from the other types of FMLA leave.

With respect to Military Caregiver FMLA Leave:

- a. A “Covered Service member” means a member of the Armed Forces, including a member of the National Guard or Reserves, who (i) is undergoing medical treatment, recuperation, or therapy, (ii) is otherwise in outpatient status, or (iii) is otherwise on the *temporary* disability retired list, for a serious injury or illness; or is a covered veteran (discharged for other than “dishonorable” reasons) who was on active duty at some point in the five (5) year period prior to the date when the medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces, National Guard or Reserves at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, and who was discharged or released under conditions other than dishonorable).
- b. “Outpatient status” means the status of a Covered Service member assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- c. “Next of kin” means the nearest blood relative of that individual (regardless of age) other than an employee’s spouse, son or daughter. You are required to provide confirmation of the relationship upon request. The Service member may designate the blood relative who is considered his/her next of kin; otherwise, the following order generally will apply: blood relatives granted custody by law, brother/sister, grandparents, aunts/uncles, and then first cousins.
- d. “Serious injury or illness” for a Current Service Member means an injury or illness incurred by the Service member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the Service member’s active duty and was aggravated by service in the line of duty) that (i) may render the Service member medically unfit to perform the duties of the member’s office, grade, rank or rating, or (ii) in the case of a veteran Service member, that manifests itself before or after the member became a veteran.
- e. Any request under the Service member Family Leave provision(s) due to a serious injury or illness of a Current Service member must be supported by certification issued by the applicable health care provider or the Department of Defense. You are required to submit this information on the forms provided to you and available from the Human Resources Manager or on the Invitational Travel Orders or Authorizations provided to you by the Department of Defense.

Section 12.4.4 GINA Rights

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the City asks that employees not provide any genetic information when responding to a request for medical certification regarding their own serious health conditions under this FMLA Policy. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

There is an exemption to GINA's limitation on the disclosure of family medical history when an employee requests a leave of absence under the FMLA due to a family member's serious health condition. In such situations, all information necessary to make the medical certification form complete and sufficient under the FMLA should be provided.

Section 12.4.5 Leave is Unpaid

FMLA leave is generally unpaid leave. If an employee requests FMLA time off, any accrued paid vacation and personal time must first be substituted and used for unpaid FMLA leave. If an employee requests Employee Medical Leave, any accrued paid vacation, personal and applicable sick leave must first be substituted and used for any unpaid FMLA leave. The substitution of paid leave time for unpaid leave time or use of short-term disability does not extend the 12-week leave period. Employee otherwise unpaid Medical Leave will also run concurrently with leave taken under the City's disability leave policy and workers' compensation leave, if taken for an FMLA qualifying serious health condition.

If an employee takes vacation time/sick leave using salary continuation for a condition that constitutes or progresses into a serious health condition, the City may designate all or some portion of such leave as under this policy, to the extent that the paid leave meets the necessary qualifications.

Section 12.4.6 Notice of Leave

If an employee's need for FMLA leave is foreseeable, the employee must give the City at least thirty (30) days prior written notice. Failure to provide such notice may be grounds for delay of leave. Where the need for leave is not foreseeable, the employee is expected to notify the City as soon as practicable, generally within one to two business days of learning of the employee's need for leave. A request must be made in writing on the City's forms (Appendix K), available in personnel.

You must respond to our questions relative to your leave request so that we can determine if the leave qualifies for FMLA protection; failure to do so may result in loss or delay of FMLA protections. If you are seeking leave due to an FMLA-qualifying reason for which the City has previously granted you FMLA-protected leave, *you must specifically reference the qualifying reason or need for FMLA leave at the time of your request to be away from work.* It is not sufficient to simply "call in sick" without

providing additional information which would provide the City with reasonable cause to believe your absence/time away from work may qualify as an FMLA qualifying event. In all cases in which you are seeking leave under this policy, you shall provide such notice to the City consistent with the City's established call-in procedures so long as no unusual circumstances prevent you from doing so. Failure to comply with the call-in procedures may result in a delay or denial of FMLA protected leave.

You must make an effort to schedule a leave so as not to disrupt business operations. During the leave, you may be required to report periodically on your status and your intention to return to work. Any extension of time for your leave of absence must be requested in writing prior to your scheduled date of return to work, together with written documentation to support the extension. Your failure to either return to work on the scheduled date of return or to apply in writing for an extension prior to that date will be considered to be a resignation of employment effective as of the last date of the approved leave. Employees on leaves for their own serious health condition must provide fitness-for-duty releases from their health care provider before they will be permitted to return to work. Your maximum time on a leave of absence, all types combined, and including all extensions, cannot exceed a total of twelve (12) weeks in a rolling twelve month period, unless you are a spouse, child, parent, or next of kin on leave to care for a Covered Service member, in which case your leave can last for up to twenty-six (26) workweeks in a single twelve (12) month period (unless legally required otherwise).

An Employee shall not be granted a leave of absence for the purpose of seeking or taking employment elsewhere or operating a private business. Unauthorized work while on a leave of absence will result in disciplinary action, up to and including discharge.

A leave of absence will not affect the continuity of your employment. Your original date of employment remains the same for seniority purposes. However, you will not accrue any benefits during the period you are on a leave.

Section 12.4.7 Medical Certification

If an employee is requesting Employee Medical or Family Medical Leave the employee and the relevant health care provider must supply appropriate medical certification. The City will supply all employees with medical certification forms. The medical certification must be provided within fifteen (15) days after it is requested, or as soon as reasonable under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. In its discretion and at its own expense, the City may require a second medical opinion, and if the first and second opinions differ, a third medical opinion. The third opinion will be provided by a health care provider approved jointly by the employee and the City and will be binding. The City may also require recertification periodically during a leave, and employees will be required to present a fitness-for-duty certificate upon return to work following an employee medical leave.

Section 12.4.8 Medical and Other Benefits

During an FMLA leave, the City will maintain the employee's health benefits on the same conditions as if the employee had continued working. If paid leave is substituted for unpaid FMLA leave, the City will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the FMLA leave is unpaid, the employee must make arrangements with the City to pay his/her portion of the premium. Group health care coverage will cease if the employee's premium payment is more than thirty (30) days late, but the employee will be notified at least fifteen (15) days before coverage lapses. Additionally, if the employee fails to return from leave, the City will require repayment of any premium that was paid for maintaining the health coverage for the employee, unless the employee does not return because of a continuing or recurring serious health condition of either the employee or a covered member, or because of other circumstances beyond the employee's control. Employees are not entitled to other benefits or seniority accrual during the FMLA leave.

Any changes in benefit plan provisions and costs may apply to individuals on FMLA leave the same as if they were actively employed, according to the terms of the applicable plan.

Section 12.4.9 Returning from Leave

Employees who return to work from FMLA within or on the business day following expiration of the twelve (12) weeks are entitled to return to his or her same position or to an equivalent position with equal benefits, pay or other terms and conditions of employment. The City may choose to exempt certain highly compensated ("key") employees from this requirement and not return them to the same or similar position. Of course, you have no greater right to reinstatement or to other benefits and conditions of employment than if you had been continuously employed during the FMLA leave period. In determining whether a position is "equivalent" we would look at whether the position had substantially similar terms and conditions of employment and whether the position entails similar duties, skills, efforts, responsibilities, authority, privileges and status.

If your leave was due to your own serious health condition, you will be required to provide medical certification that you are fit to resume work. Employees failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until it is provided.

Section 12.4.10 Reporting While on Leave

The City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Section 12.4.11 Intermittent and Reduced Schedule Leave

FMLA leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced work schedule (reducing the usual number of hours an employee works per work week or workday) if medically necessary. If FMLA leave is unpaid, the City will reduce the employee's salary based on the amount of time actually worked. In addition, while the employee is on intermittent or reduced schedule FMLA leave, the city may temporarily transfer the employee to an available alternative position that better accommodates the employee recurring leave and which has equivalent pay and benefits.

Section 12.4.12 Policy Administration

This policy is intended to comply with and will be administered in accordance with the Family and Medical Leave Act, as amended, and any applicable regulations, definitions and law there under, as well as any state family or medical leave laws granting additional rights that are applicable to employees employed in Illinois.

Section 12.4.13 Interrelation of Leaves

Any leave taken pursuant to this policy, other City policies, a collective bargaining agreement, or law which qualifies as leave under the FMLA or any applicable state family or medical leave act, will be counted against the employee's available leave under the applicable City policies, collective bargaining, and/or law, as well as the available leave under the FMLA or applicable state law, to the extent permitted by such applicable law.

For example, the City complies with the Americans with Disabilities Act ("ADA") and any other law that allows for reasonable accommodations to disabled employees and employees who are pregnant or have a pregnancy related disability. The City may approve a reasonable request for an extension of a leave of absence beyond the amount reflected in the FMLA as a form of a reasonable accommodation in appropriate cases.

Section 12.4.14 Anti-Retaliation Provisions

Be assured that no retaliation will be taken or tolerated against any employee who exercises his/her rights under our FMLA policy. If you feel that you have been the victim of any discrimination or retaliation under this Policy, you are encouraged to contact the Human Resources Manager so that the matter can be promptly investigated and remedied as appropriate

Section 12.4.15 FMLA Forms

Forms to be used in conjunction with requesting to use FMLA time are attached to this manual as Appendix D.

Section 12.4.16 Benefits While on Leave

While on FMLA leave, an employee will continue to receive health insurance coverage on the same basis as if the employee were actively working (and provided employee pays co-premium amounts). Employees retain the seniority and paid time off benefits that were accrued prior to the start of the leave (if any are remaining) but the employee will not otherwise accrue seniority or paid time off benefits while on unpaid FMLA leave. Reinstatement upon completion of an approved FMLA leave will be handled in accordance with the law.

SECTION 12.5: JURY DUTY LEAVE

An employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive full pay. Any payment received by the employee from the court for jury duty shall be given to the City because the employee is receiving full pay while on jury duty leave. The employee may keep any meal and travel allowances provided by the Courts for jury duty.

ARTICLE XIII **HEALTH INSURANCE**

SECTION 13.1 HEALTH INSURANCE PREMIUMS AND CONTRIBUTIONS

Effective May 1, 2017, the employees hired before May 1, 2015 (tier 1 employees) shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: eight and one-half percent (8.5%) of the premium for single, single plus spouse, or single plus children under the HMO insurance policy or seven and one-half percent (7.5%) of the premium for family coverage under the HMO insurance policy or plan offered by the City. Tier 1 employees shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: nine and one-half percent (9.5%) of the premium for single, single plus spouse, or single plus children under the PPO insurance policy or nine percent (9%) for family coverage under the PPO insurance policy or plan offered by the City, depending upon the employee's coverage election. Such premium contributions shall be deducted from the employee's earnings, and are in addition to any co-pays, deductibles or out-of-pocket expenses to be paid by the employee.

Effective May 1, 2017, the employees hired on or after May 1, 2015 (tier 2 employees) shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: eleven percent (11%) of the premium for single, single plus spouse, single plus children or family coverage under the HMO insurance policy or plan offered by the City. Tier 2 employees shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: sixteen percent (16%) of the premium for single, single plus spouse, single plus children or family coverage under the PPO insurance policy or plan offered by the City, depending upon the employee's coverage election. Such premium contributions shall be deducted from the employee's earnings, and are in addition to any co-pays, deductibles or out-of-pocket expenses to be paid by the employee.

Effective May 1, 2018 through April 30, 2019, Tier I and Tier II employees shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: eleven percent (11%) for the premium for single, single plus spouse, single plus children, or family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: sixteen percent (16%) of the premium for single, single plus spouse, single plus children, or family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election.

Effective May 1, 2019 through April 30, 2020, Tier I and Tier II employees shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: twelve percent (12%) for the premium for single, single plus spouse, single plus children, or family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: seventeen percent (17%) of the premium for single, single plus spouse, single plus children, or family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election.

Additionally, the City agrees that the actual dollar amount of the monthly employee contribution may not exceed a ten percent (10%) increase from one fiscal year to the next, except in years May 1, 2018 to April 30, 2019 and May 1, 2018 to April 30, 2020. In the years of May 1, 2018 to April 30, 2019 and May 1, 2019 to April 30, 2020, the actual employee contribution amount may exceed a 10% increase from one-year-to-the-next as a result of the agreed upon changes to the employee contribution percentages in this contract. However, in those two years, the City shall implement a pro-rata ten percent (10%) cap on Employer-observed plan design increases, to be calculated by assuming the agreed upon higher employee contributions had existed in the year prior.

This cap on the year-to-year employee contributions is understood to be floating and the base amount will be reset each year based on the actual cost of health insurance premiums and HRA plans.

SECTION 13.2: LIFE, DENTAL AND VISION COVERAGE

The City shall continue in effect the current term life (\$50,000 for an eligible employee; \$10,000 for spouse; \$2,500 for child aged 6 months to 19 years; \$1,500 for infant from birth to 6 months), dental and vision coverage's, subject to the terms and conditions of the applicable policy or plan provided by the City. Increases in the benefits of these plans for non-bargaining unit non-supervisory employees shall be offered to the bargaining unit employees on the same terms and conditions as they are offered to non-bargaining unit non-supervisory employees.

The Employer shall provide the same Disability Insurance that it provides to all other non-bargaining unit employees. The Employer shall provide, and maintain all other benefits provided at the levels and cost during the term of this agreement.

SECTION 13.3 OPT OUT INCENTIVE

Employees who are able to enroll in an alternate medical health insurance plan (through a spouse, for example) are eligible to receive a monthly stipend of \$100 for single employees and \$150 for families) from the City for choosing to opt-out of the City's health insurance plan. Proof of enrollment in a non-City insurance plan is required to receive compensation. A registration form is available over in Human Resources.

ARTICLE XIV

EMPLOYEE TRAINING AND EDUCATION

SECTION 14.1: TRAINING

With the understanding that the management has the discretion to decide when training is necessary and that such decisions are often influenced by budgetary considerations, all employees, within divisions and specializations, will be given equal opportunities to train in order to advance within the City as well as to better serve the public.

SECTION 14.2: COMPENSATION

The Employer agrees to compensate all bargaining unit employees at the appropriate rate of pay for all training, schools, and courses which the Employer requires an employee to attend. When an employee is required to use his/her own automobile, mileage reimbursement for sites farther than ten (10) miles one way shall be paid at the rate set by the Illinois State Training Board. Employees shall be reimbursed for meals at the maximum rate of \$50 per day. Meal receipts must be turned in to process reimbursements. In the event that an employee needs to stay overnight at such training/school session, the Employer will pay the cost of lodging in accordance with the City's employee manual.

SECTION 14.3: CDL LICENSE

The Employer shall reimburse all bargaining unit employees required to have a Commercial Driver's License the cost of said license including renewals and any endorsements the employee is required to obtain and maintain. The employer shall continue the practice of paying for employee's physical as required to maintain their CDL.

SECTION 14.4: EDUCATIONAL INCENTIVE

All requests by an employee for the enrollment to a college degree program or college coursework which must be job related must be submitted by the Department Head to the City Administrator for approval. The City recognizes four (4) levels of degree programs described as follows: (i) high school; (ii) 64 credit hours of college course work; (iii) bachelor's degree; and, (iv) master's degree. Then all courses related to the program shall be eligible for payment subject to budget approval. This provision shall be subject to change and does not entitle any employee the exclusive right to receive approval and/or be eligible for payment. Furthermore, the employee shall provide a grade or transcript to the Department Head upon the completion of each course. Any revision or change requested by the employee to the approved program must be submitted to the Department Head for approval prior to the revision or change.

The City shall pay tuition and fees only for college coursework (not travel or wages), unless otherwise approved by the Mayor and City Council.

The City may pay all expenses of an elective course. An elective course is one that may benefit the City by added knowledge, but is not directly related to City operations.

The tuition and fees only (no books or materials) of an elective or required course will be paid through direct billing from the appropriate school, or paid as a reimbursement to the employee pending the completion of a consent form for repayment and pending receipt of a the grade transcript. The employee will sign the payroll deduction form prior to the enrollment of the course stipulating to the following provisions will apply: if a grade of a C-average or better is attained upon the completion of the course the class will be considered complete and paid for by the City. If less than a C-average is attained, the employee will be required to pay back 100% of the tuition and fees to the City through a payroll deduction as stipulated within the payroll deduction sign off form or direct payment to the City. If an employee voluntarily leaves the City within two years of completing a course reimbursed under this policy, a percentage amount of reimbursed expenses must be repaid to the City according to the following schedule:

- 0-6 months of completion of course – 100%
- 7-12 months of completion of course – 75%
- 13-18 months of completion of course – 50%
- 19-24 months of completion of course – 25%

Tuition rates will be paid for at an amount not to exceed the current per-hour rate charged at the University of Illinois as is designated at the time of class approval.

ARTICLE XV

SAFETY

SECTION 15.1: COMPLIANCE WITH LAWS

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

SECTION 15.2: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

ARTICLE XVI
LABOR-MANAGEMENT MEETINGS

SECTION 16.1: LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled within one week of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

SECTION 16.2: PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

ARTICLE XVII
SUBCONTRACTING

SECTION 17.1: NO SUBCONTRACTING

There shall be no subcontracting of bargaining unit work that results in a reduction of hours worked by bargaining unit employees. The employer may subcontract specialty and emergency work in circumstances where bargaining unit members lack the necessary equipment or skills to perform the work.

SECTION 17.2: BARGAINING UNIT WORK

Subject to the limitations set forth in Sections 4.1 and 4.6 work historically performed by bargaining unit members shall continue to be performed by bargaining unit members and shall not be performed by non-bargaining unit members, including, but not limited to, management or volunteers. To the extent work has historically been performed by bargaining unit and non-bargaining unit members, the work may continue to be worked by both in the same manner.

ARTICLE XVIII
UNIFORMS AND EQUIPMENT

SECTION 18.1: UNIFORMS

The Employer shall maintain the practice of providing t-shirts, long-sleeved shirts, concrete boots (5 buckle and 2 buckle), personal protective equipment and rain gear. Upon execution of this Agreement, the City will provide each bargaining unit member with \$700 in a vendor account for purposes of purchasing uniforms, winter gear and boots. New hires shall also receive \$700 in a vendor account for purchase of uniforms, winter gear and boots. On May 1st of each year, the City will provide each bargaining unit employee with \$500 in a vendor account for purposes of purchasing uniforms, winter gear and boots. In the event an employee is not able to purchase the necessary items from the approved vendor, the City will make arrangements to allow the employee to purchase the necessary item using a City credit card. If the employee voluntarily resigns their employment with the City within 1 month of purchasing any new wearing apparel, the employee will be responsible for the cost of said apparel or to return the apparel to the employer.

SECTION 18.2: PROTECTIVE CLOTHING

The Employer shall provide all necessary items of protective clothing and safety gear.

SECTION 18.3: PRESCRIPTION SAFETY GLASSES

Bargaining unit employees who are subject to assignments or situations necessitating protective eye glasses shall be reimbursed for purchasing prescription safety glasses as follows:

- (A) Reimbursement may be made once every three years;
- (B) The Employer shall reimburse fifty percent (50%) of the cost for one (1) pair of prescription safety glasses.
- (C) The Employer further agrees to replace glasses should an employee's original pair become damaged/broken on the job.
- (D) If the employee voluntarily resigns their employment with the City within 1 month of purchasing new safety glasses, the employee will be responsible for the cost of those safety glasses or to return the safety glasses to the employer.

ARTICLE XIX
PERSONNEL RECORDS

SECTION 19.1: PERSONNEL RECORDS

The personnel record is available during regular business hours for an employee and/or his/her designee to review. Employees should contact the Human Resources Manager to arrange a time to review their personnel record.

SECTION 19.2: RIGHT OF INSPECTION AND COPIES

An employee will be granted the right to inspect his/her personnel and/or medical records during working time no more than two times per year. An employee may obtain a copy of his/her record upon request to the Human Resources Manager. Copies shall be provided, at no charge to the employee, within two (2) business days.

SECTION 19.3: REMOVAL OF PERFORMANCE BASED WARNINGS

All performance based warnings shall automatically be removed from an employee's file after twelve (12) months from occurrence.

ARTICLE XXI

NO STRIKE / NO LOCKOUT

SECTION 21.1: NO STRIKE

During the term of this Agreement, neither the Union nor any officers, agents or employees will engage in, induce, call, authorize, support, promote, condone or participate in any strike, work stoppage, intentional withholding of services, illegal picketing, slow-down, sit-in, or other unlawful acts or actions having the effect of exhibiting an unlawful refusal to work at any time for any reason.

SECTION 21.2: NO LOCKOUT

During the term of this Agreement, the Employer shall not lockout any bargaining unit employees.

SECTION 21.3: LEGITIMATE PICKET LINE

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a legitimate labor dispute or refuses to go through or work behind any picket line, including the picket line of the Union party to this Agreement and including picket lines at the Employer's place or places of business. Furthermore, an employee may refuse to cross any picket line when he fears that bodily harm may be done to him.

ARTICLE XXII

BARGAINING RIGHTS

SECTION 22.1: UNION RIGHTS

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively with regard to Employer policy matters directly affecting wages, hours and terms and conditions of employment.

SECTION 22.2: MANAGEMENT RIGHTS

Subject to the express provisions of the agreement, the Employer retains all its traditional rights through its City Administrator and his/her agents and designees to manage and direct the affairs of the Employer in all of their various aspects and to manage and direct employees, including the following: to determine the mission of the Employer and its various departments; to determine the number and location of facilities and offices as well as the staffing and equipment for such offices and facilities; to determine whether and to what extent it will contract or subcontract for the provision of any services and upon what terms and conditions such contracts will be entered into; to plan, direct, control and determine all the operations and services of the Employer and its various departments; to supervise and direct the working forces; to hire, assign, transfer and promote employees; to establish the qualifications of employment, and to determine the number of employees; to schedule and assign work; to establish and or modify performance standards and objectives from time to time; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or subcontracted; to reasonably make, alter and enforce various rules, regulations, safety rules, orders procedures and policies; to evaluate employees; to discipline, suspend, demote and discharge employees for just cause (including probationary employees without just cause); to alter, change, modify, substitute or eliminate existing methods, equipment, uniforms or facilities; to layoff employees when necessary when determined by the Employer; to reasonably establish dress and appearance standards; to determine and establish, change, combine or abolish positions and job classifications pursuant to this Agreement; and to determine the duties, responsibilities, and work assignments of any position or job classification; provided, that the exercise of such management rights listed above by the Employer shall not conflict with the express provisions of this Agreement. The Employer expressly reserves the right under this agreement to exercise all management rights set forth in Section 4 of the Illinois Public Labor Relations Act. In addition, the Employer may establish all requirements, rules, policies and procedures and orientation for newly hired employees during their probationary period, so long as such requirements, rules, policies and procedures and orientation do not conflict with the express provisions of this Agreement.

ARTICLE XXIII

WAGES

Base wage rates for positions covered by the Agreement are set forth in Appendix A.

Effective May 1, 2017, base wage rates are determined by the employee slot-in set forth in Appendix B. After the initial slot-in, each employee shall receive a step increase on his anniversary date. All wage increases are retroactive on all hours paid from May 1, 2017 through the date of execution of this Agreement.

Effective May 1, 2018, each employee shall receive a 2% increase as set forth in Appendix A, followed by a step increase on his anniversary date.

Effective May 1, 2019, each employee shall receive a 2.5% increase as set forth in Appendix A, followed by a step increase on his anniversary date.

A longevity stipend will be made to all full-time employees based on the following schedule. This stipend is added to the employee's annual salary.

After 6 years, but less than 9 years	\$ 750
After 9 years, but less than 14 years	\$1000
After 14 years, but less than 20 years	\$1250
After 20 years, but less than 25 years	\$1500
After 25 years	\$2000

Any questions the Employer has regarding an employee's time sheet shall be brought to the employee's attention before the Employer issues the paycheck.

ARTICLE XXIV

DRUG AND ALCOHOL POLICY

All bargaining unit employees required to have a Commercial Driver's License are subject to drug and alcohol testing under the Department of Transportation Federal Regulations 49 CFR Part 40 Section 382 as set forth in Appendix C, attached hereto and made a part hereof. Said regulations are subject to change from time to time.

ARTICLE XXV

FILLING OF VACANCIES/PROMOTIONS

SECTION 25.1: POSTING

Whenever the Employer determines there is a vacancy in an existing job classification or that a new position within the bargaining unit job has been created, a notice of such vacancy shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 25.2: PROMOTIONS

Nothing in this CBA shall interfere with or limit the Employer's ability to promote an employee to a higher classification. In the event an employee in the Maintenance Worker I classification has not been promoted after Step 11, he shall automatically move to the Maintenance Worker 2 classification upon completion of Step 11 unless Employer notifies them in advance of the performance or qualification reasons why they will not be promoted. In the event the Employer notifies the employee of their non-promotion from MWI to MWII, the Employer and Union shall meet in order to establish a performance improvement plan for said employee, should said employee so desire. For Employees promoted from MWI to MWII under this section, the employee shall be compensated as a Maintenance Worker 2 in the step closest to, but higher than, his previous Maintenance Worker 1 step. Promotions from Maintenance Worker 1 to Maintenance Worker 2 to Operator shall be discussed in Labor-Management conferences, where the parties shall discuss procedures and standards for promotions.

ARTICLE XXVI

SECONDARY EMPLOYMENT

Employees primary employment responsibilities are to the City. Secondary employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work emergency callbacks, overtime, or different hours. Employees may hold secondary employment, including self-employment, provided such employment does not: 1) interfere with the performance of City duties; 2) present a potential conflict of interest; 3) result in outside work being performed during an employee's work shift; 4) involve the use of city equipment or supplies. Employees shall be permitted to engage in secondary employment only with the prior written approval of their Department Head. If granted permission for secondary employment an employee's Department Head may revoke the permission where it appears to the Department Head that such activity conflicts with the standards set forth above. Employees who engage in secondary employment shall notify their Department Head of the addresses and phone numbers where they can be contacted, if necessary, for their normal work schedule, of the name of their supervisor (if applicable), and of the type of work they are (or will be) performing. If secondary work activity does cause or contribute to job-related problems, the City may rescind its approval of such employment and, if necessary, normal disciplinary procedures will be followed to deal with the specific problems.

ARTICLE XXVI
SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE XXVII
MAINTENANCE OF ECONOMIC BENEFITS AND COMPLETE AGREEMENT CLAUSE

SECTION 27.1 MAINTENANCE OF ECONOMIC BENEFITS CLAUSE

All direct and substantial economic benefits which are not set forth in this Agreement and are currently in effect for bargaining unit members shall continue and remain in effect until such time as the City shall notify the Union of its intention to eliminate or change them. Upon such notification, and if requested by the Union, the City shall meet and negotiate such change before it is finally implemented by the City. If the Union becomes aware of such a change and has not received notification from the City, the Union must notify the City within fourteen (14) days of the date the Union became aware or should have reasonably become aware of such change and request negotiations or such inaction shall act as a waiver of the right to such negotiations by the Union. If no agreement is reached within thirty (30) calendar days after discussions begin, the Union shall have the right to defer the dispute over the change to arbitration as set forth in Section 14 of the Illinois Public Labor Relations Act.

SECTION 27.2 COMPLETE AGREEMENT CLAUSE

The parties agree that during the course of negotiations for this agreement they each had a full opportunity to raise and collectively bargain over all appropriate subjects of bargaining.

For the duration of this Agreement, the parties hereto waive further collective bargaining, except as provided within this agreement, on all appropriate subjects of bargaining whether or not discussed during negotiations mentioned herein; provided however, such waiver shall not prevent the parties from reaching mutual understandings as to the application or interpretation of any provisions of this Agreement.

ARTICLE XXVIII
RENEWAL

This Agreement shall be effective as of the first day of May 1, 2017 and shall remain in full force and effect until the 30th day of April of, 2020 whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____ 2017, in the United City of Yorkville.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150,

James M. Sweeney
President/Business Manager
International Union of Operating Engineers, Local 150

Bryan P. Diemer
Attorney
International Union of Operating Engineers, Local 150

United City of Yorkville

Gary Golinski
Mayor

ATTEST:

Beth Warren
City Clerk

APPENDIX A

WAGE RATE

Maintenance Worker 1

	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
	<u>% variable</u>	<u>2.00%</u>	<u>2.50%</u>
Step 1	\$ 41,500	\$ 42,330	\$ 43,388
Step 2	\$ 42,953	\$ 43,812	\$ 44,907
Step 3	\$ 44,456	\$ 45,345	\$ 46,479
Step 4	\$ 46,012	\$ 46,932	\$ 48,105
Step 5	\$ 47,622	\$ 48,575	\$ 49,789
Step 6	\$ 49,289	\$ 50,275	\$ 51,532
Step 7	\$ 51,014	\$ 52,034	\$ 53,335
Step 8	\$ 52,800	\$ 53,856	\$ 55,202
Step 9	\$ 54,648	\$ 55,741	\$ 57,134
Step 10	\$ 56,560	\$ 57,691	\$ 59,134
Step 11	\$ 58,540	\$ 59,711	\$ 61,203

Maintenance Worker 2

	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
	<u>% variable</u>	<u>2.00%</u>	<u>2.50%</u>
Step 1	\$ 45,500	\$ 46,410	\$ 47,570
Step 2	\$ 47,093	\$ 48,034	\$ 49,235
Step 3	\$ 48,741	\$ 49,716	\$ 50,958
Step 4	\$ 50,447	\$ 51,456	\$ 52,742
Step 5	\$ 52,212	\$ 53,257	\$ 54,588
Step 6	\$ 54,040	\$ 55,121	\$ 56,499
Step 7	\$ 55,931	\$ 57,050	\$ 58,476
Step 8	\$ 57,889	\$ 59,046	\$ 60,523
Step 9	\$ 59,915	\$ 61,113	\$ 62,641
Step 10	\$ 62,012	\$ 63,252	\$ 64,833
Step 11	\$ 64,182	\$ 65,466	\$ 67,103

Operator	<u>5/1/2017</u> <u>% variable</u>	<u>5/1/2018</u> <u>2.00%</u>	<u>5/1/2019</u> <u>2.50%</u>
Step 1	\$ 50,000	\$ 51,000	\$ 52,530
Step 2	\$ 51,750	\$ 52,785	\$ 54,369
Step 3	\$ 53,561	\$ 54,632	\$ 56,271
Step 4	\$ 55,436	\$ 56,545	\$ 58,241
Step 5	\$ 57,376	\$ 58,524	\$ 60,279
Step 6	\$ 59,384	\$ 60,572	\$ 62,389
Step 7	\$ 61,463	\$ 62,692	\$ 64,573
Step 8	\$ 63,614	\$ 64,886	\$ 66,833
Step 9	\$ 65,840	\$ 67,157	\$ 69,172
Step 10	\$ 68,145	\$ 69,508	\$ 71,593
Step 11	\$ 70,530	\$ 71,941	\$ 74,099

APPENDIX B
EMPLOYEE SLOT-IN

BAUER, JONATHAN	MW 2 (Step 1)
BEHRENS, BRETT A	Operator (Step 7)
BROWN, DAVID	MW 2 (Step 1)
COLLINS, JR, ALBERT	Operator (Step 3)
HENNE, DURKIN A	Operator (Step 6)
HERNANDEZ, ADAM	MW 2 (Step 1)
HORNER, RYAN	Operator (Step 2)
KLEEFISCH, GLENN	MW 1 (Step 1)
LAWRENTZ, KEVIN	MW 2 (Step 3)
SCODRO, PETER	MW 2 (Step 3)
SCOTT, WILLIAM B	MW 2 (Step 2)
SENG, MATT	MW 2 (Step 9)
SMITH, DOUGLAS	MW 1 (Step 1)
SOELKE, THOMAS	Operator (Step 1)
WEBER, JR, ROBERT R	MW 2 (Step 4)

APPENDIX C
DRUG AND ALCOHOL POLICY

I. PROHIBITIONS

A. Prohibited Alcohol-Related Conduct

An employee shall not engage in any form of the alcohol-related conduct listed below:

1. Using or being under the influence of alcohol on the job, while on duty or while operating a commercial motor vehicle.
2. Being in possession of alcohol while on duty or operating a commercial motor vehicle.
3. Having a prohibited breath alcohol concentration while on duty.
4. Having used alcohol during the four (4) hours before reporting for duty and/or at any time while on duty.
5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until after completion of required testing.
6. Refusing to promptly submit to a required alcohol test.

B. Prohibited Drug-Related Conduct

An employee shall not engage in any of the following activities:

1. Using any of the following controlled substances, including use or misuse of a substance prescribed to the employee for medicinal purposes under a doctor's care, unless a physician has advised the employee that it will not interfere with the employee's ability to perform his essential job functions safely (with or without a reasonable accommodation if medically necessary):
 - a. Marijuana (THC metabolite)
 - b. Cocaine
 - c. Opiates (morphine and codeine)
 - d. Phencyclidine (PCP)
 - e. Amphetamines
 - f. Methamphetamines
 - g. MDMA Ecstasy
 - h. 6-Acetylmorphine-Heroin

2. Being in possession of any unauthorized controlled substance.
3. Reporting for duty or being on duty while impaired from any prescribed therapeutic drug or controlled substance usage.
4. Refusing to submit to a required controlled substances test.

C. Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication and whose duties include operating a commercial motor vehicle for the Employer must inquire of and provide written documentation to his supervisor (upon request) from his/her treating physician to indicate whether the controlled substance would adversely affect or interfere with his/her ability to operate a commercial motor vehicle.
2. If the medication in use will or could reasonably be expected to adversely affect or limit the employee's ability to safely perform his job functions, the parties agree to engage in an interactive discussion to determine if a reasonable accommodation can be provided to remove the safety risk involved so that the employee may continue to work. If no reasonable accommodation is immediately identified and available, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave.

II. CATEGORIES OF TESTING

A. Post-Accident Testing

1. Conducted when a bargaining unit employee was involved in an accident in any vehicle used or operated for work purposes, and:
 - a. The accident involved the loss of life; or
 - b. The employee was issued a citation for a moving traffic violation arising from an accident that included:
 - (1) Injury requiring medical attention away from the scene; or
 - (2) One or more vehicles incur disabling damage so that it cannot be driven from the scene.
 - c. The driver must remain available for testing until the specified timeframes have passed as referenced below.

2. Post-Accident Alcohol Testing

- a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident and must be completed within 8 hours.
- b. If testing is not administered within two (2) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.
- c. If testing is not administered within eight (8) hours of the accident, the Employer shall cease attempts to administer an alcohol test and document the reasons for same.
- d. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

3. Post-Accident Drug Testing

- a. Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the Employer shall cease attempts to administer a drug test.
- b. If testing is not administered within thirty-two (32) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.

B. Random Testing

Conducted throughout the year on a random, unannounced basis according to the legal requirements that apply including the following guidelines:

1. Restricted Period

- a. Bargaining unit employees required to have a Commercial Driver's License (CDL) are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.
- b. The Employer will not require employees to come in for a call-out

assignment for the sole purpose of random testing, unless required by law.

2. Frequency

- a. The Employer shall conduct random drug testing on at least fifty percent (50%) of the average number of bargaining unit employees required to have a CDL as of January 1 prior to the date of the requested test. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)).
- b. The Employer shall conduct random alcohol testing on at least ten percent (10%) of the average number of bargaining unit employees at the start of each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)).

3. Selection

- a. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee who is required to have a CDL has a relatively equal chance of being selected.
- b. Should disputes arise regarding the random selection process, the Human Resources Officer or other person responsible for administering the drug and alcohol policy for the Employer shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

C. Reasonable Suspicion Testing

Conducted when a trained supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning factors such as: the appearance, behavior, speech or body odors of the employee;
2. The Department Head or a second trained department supervisor (if someone is reasonably available) must confirm the reasonable suspicion determination;
3. The employee is entitled to Union representation before being questioned in

connection with a reasonable suspicion determination, if so requested but this will not delay the employee's obligation to submit to a test when requested.

4. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours of the time the employee submitted to the test.
 5. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.
- D. Return to Duty Testing
1. After engaging in prohibited alcohol conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.
 2. After engaging in prohibited controlled substances conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use.
- E. Follow-Up Testing
1. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty requiring a CDL.
 2. If a Substance Abuse Professional selected by the Employer (defined below) determines that follow-up testing is no longer necessary, it may be terminated after the first six (6) follow-up tests.
 3. Substance Abuse Professional

The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

III. TESTING PROCEDURES

A. Drug Testing Procedures

The collector/collection process, drugs tested, including testing levels and DHHS

laboratory analysis, and the Medical Review Officer process will conform in a manner promulgated under Department of Transportation Rule 49 CFR Part 40, including revisions thereto, in all aspects.

1. Collection Site/Collector

The Certified Collector must follow the procedures as outline in 49CFR Part 40, including revisions thereto. These procedures are very specific and include, but are not limited to, the following:

- a. Once a drug test is announced, an employee shall go directly to the collection site.
- b. Upon arrival, the employee shall verify his identity.
- c. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
- d. An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution of the specimen.
- e. Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.
- f. If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or has submitted an altered, adulterated or substitute specimen, a second specimen will be collected under direct observation. Both specimens will be sent to the laboratory for analysis and the testing facility will notify the designated employer representative.

2. Medical Review Officer (MRO)

The Medical Review Officer is a licensed physician that has been certified as an MRO by the Department of Health and Human Services. The MRO is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program. The MRO will conduct a final review of all positive test results to assess a possible alternative medical explanation for the results. (For an in-depth explanation of the Medical Review Officer and the Verification Process, please refer to Department of Transportation 49 CFR Subpart G Part 20.121.)

3. Laboratory Analysis

- a. Analysis of the urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).
- b. When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing.

4. Primary Specimen Test Results

a. Negative Test Results

Once the MRO has reviewed the laboratory results and determines the primary specimen to be negative, the negative result will be promptly reported to the designated employer representative.

b. Positive Test Results

- 1) Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to the Employer until they are reviewed by the MRO.
- 2) If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result (if one exists).
 - a) If the MRO determines that the positive result was caused by the legitimate medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test result as negative.
 - b) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has seventy-two (72) hours in which to request a confirmation test of the split specimen, and inform the Employer that the driver should be removed from service.
- 3) The employee shall remain out of service pending the result of the split sample analysis.

5. Confirmation/Split Specimen Test

- a. If, within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.
- b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed and the MRO will notify the Employer of the basis of this conclusion.
- c. Waived or Positive Confirmation Test
 - 1) If the employee waives his/her right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Employer.
 - 2) Upon receiving the results of the positive test, the Employer shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.

6. Inability to Provide Adequate Sample

- a. Employees who are unable to provide a urine sample of forty-five milliliters shall be offered 40 oz. of water and allowed up to 3 hours before being required to provide another urine specimen. The employee may not leave the collection facility. The above "shy bladder" procedures conform with DOT regulations 49 CFR Part 40.
- b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine.
 - 1) The employee shall be placed out of service until this determination is made.
 - 2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused

to test.

B. Alcohol Testing Procedures

1. Screening Test

- a. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and requirements promulgated under the Department of Transportation 49 CFR Part 40.51.
- b. Only a certified Breath Alcohol Technician (BAT), trained in accordance with the requirements promulgated under the Department of Transportation 49 CFR Part 40.51, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.
- c. Testing Site
 - 1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.
 - 2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.
 - 3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.
 - 4) Once testing is complete, the BAT shall show the results to the employee.
- d. Screening Test
 - 1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.
 - 2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

2. Confirmation Test

- a. When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than twenty (20) minutes after completion

of the screening test.

- b. Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test.
- c. If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.

3. Inability to Provide an Adequate Amount of Breath

- a. If an employee is unable to provide an adequate amount of breath, the Employer may direct the employee to see a licensed physician.
- b. The employee may not perform safety sensitive functions until s/he is evaluated, provided the evaluation takes place within two (2) hours.
- c. The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition and/or whether a reasonable accommodation is available to assist the employee in the process.
- d. If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
- e. If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
- f. The Employer shall pay any medical fees assessed for the examination.

IV. CONSEQUENCES OF POSITIVE TEST RESULTS

A. Confirmed Breath Alcohol Test Result Between 0.02 and 0.04

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be removed from duty without pay for twenty-four (24) hours or a retest below 0.02.

B. Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct

- 1. An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be

immediately removed from duty.

2. The employee cannot resume the performance of safety sensitive functions until s/he:
 - a. Is evaluated by a Substance Abuse Professional (SAP); and
 - b. Complies with and completes any treatment program recommended by the SAP; and
 - c. Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.

C. Confirmed Positive Urine Drug Test

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
 - a. Is evaluated by a Substance Abuse Professional (SAP); and
 - b. Complies with and completes any treatment program recommended by the SAP; and
 - c. Completes the return to duty testing requirements set forth above with a negative result.

D. Discipline

Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.

E. Refusal to Test

Any employee who refuses (or unreasonably delays) to undergo required testing, as set forth in this policy, shall be considered as having tested positive and shall be immediately removed from duty. However, if it is subsequently determined that the order to submit to testing was in violation of this policy, the employee will be made whole for any economic loss incurred during his/her time off as determined by the Employer or as set forth in an award by a neutral arbitrator (when applicable).

V. CONFIDENTIALITY OF RECORDS

All drug and alcohol test results and records shall be maintained under strict confidentiality. Supervision shall not be entitled to copies of test results although supervision may be informed on a need to know basis of the results of such tests.

A. Employee Entitled to Information

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

B. Conditions Under Which the Employer Must Release Records

1. To the employee, upon written request.
2. When requested by federal or state agencies with jurisdiction, when license or certification actions may be required and/or when otherwise required by law for similar purposes.
3. To a subsequent employer pursuant to written consent of the former employee.
4. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

VI. EMPLOYEE ASSISTANCE PROGRAM

A. Voluntary Referral

1. Before Testing
 - a. Any bargaining unit employee who voluntarily refers himself or herself to the City's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline for that decision.
 - b. Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.
 - c. The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.

2. At Time of Testing

If a bargaining unit employee voluntarily refers himself or herself to the EAP upon being ordered to submit to a drug or alcohol test, the Employer shall consider such voluntary referral in mitigation of any discipline. However, an after the fact request for assistance will not limit the Employer's right to impose appropriate disciplinary action for a policy violation.

B. Confidentiality of Referral

All EAP referrals shall be kept strictly confidential with access to the information only on a need to know basis.

C. Rehabilitative Leave of Absence

1. Accrued Leaves of Absence

An employee may use any accrued leave (e.g. sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.

2. Extended Leave of Absence

Upon an employee's request, the Employer shall, to the extent necessary for treatment and rehabilitation, and subject to the General Leave provisions of the Collective Bargaining Agreement, grant the employee an unpaid leave of absence for the period necessary to complete primary treatment of the employee's drug and/or alcohol problem. Eligible employees are also encouraged to seek time off under the City's Family and Medical Leave Act policy ("FMLA") and/or other forms of reasonable accommodation for this purpose when medically necessary.

This Policy will be construed in accordance with the Compassionate Use of Medical Cannabis Pilot Program Act and the then applicable DOT regulations that apply for covered employees.

APPENDIX D
FMLA FORMS

**NOTIFICATION TO EMPLOYER OF
NEED FOR FAMILY MEDICAL LEAVE**

Return this form to Human Resources upon completion. Receipt of a Certification of Health Care Provider is required prior to approval of leave.

EMPLOYEE: _____

DEPARTMENT: _____

DATES OF LEAVE: _____ to _____
start end

REASON FOR LEAVE:

- _____ the birth and care of the newborn child of the employee
- _____ for placement with the employee of a son or daughter for adoption or foster care
- _____ to care for an immediate family member (spouse, child, or parent) with a serious health condition
- _____ to take medical leave when the employee is unable to work because of a serious health condition
- _____ for a qualified emergency arising from a family member's active military duty

LEAVE IS EXPECTED TO BE:

- _____ Continuous
- _____ Intermittent: _____
- _____ Reduced Schedule: _____

Employee Signature

Date

Certification of Health Care Provider for
Employee's Serious Health Condition
(Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT

OMB Control Number: 1235-0003
Expires: 5/31/2018

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

Check if job description is attached: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: _____
First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b). Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax: (_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Mark below as applicable:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

No Yes. If so, dates of admission:

Date(s) you treated the patient for condition:

Will the patient need to have treatment visits at least twice per year due to the condition? No Yes.

Was medication, other than over-the-counter medication, prescribed? No Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

No Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? No Yes. If so, expected delivery date: _____

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition: No Yes.

If so, identify the job functions the employee is unable to perform:

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? ___ No ___ Yes.

If so, estimate the beginning and ending dates for the period of incapacity: _____

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ___ No ___ Yes.

If so, are the treatments or the reduced number of hours of work medically necessary?
___ No ___ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Estimate the part-time or reduced work schedule the employee needs, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? ___ No ___ Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?
___ No ___ Yes. If so, explain:

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency : _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or ___ day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

Certification of Health Care Provider for
Family Member's Serious Health Condition
(Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 5/31/2018

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

Your name: _____
First Middle Last

Name of family member for whom you will provide care: _____
First Middle Last

Relationship of family member to you: _____

If family member is your son or daughter, date of birth: _____

Describe care you will provide to your family member and estimate leave needed to provide care:

Employee Signature _____ Date _____

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e). Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider’s name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax:(_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?
___ No ___ Yes. If so, dates of admission: _____

Date(s) you treated the patient for condition: _____

Was medication, other than over-the-counter medication, prescribed? ___ No ___ Yes.

Will the patient need to have treatment visits at least twice per year due to the condition? ___ No ___ Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?
___ No ___ Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? ___ No ___ Yes. If so, expected delivery date: _____

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such as medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF CARE NEEDED: When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? No Yes.

Estimate the beginning and ending dates for the period of incapacity: _____

During this time, will the patient need care? No Yes.

Explain the care needed by the patient and why such care is medically necessary:

5. Will the patient require follow-up treatments, including any time for recovery? No Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Explain the care needed by the patient, and why such care is medically necessary: _____

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? No Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

Explain the care needed by the patient, and why such care is medically necessary:

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? ___ No ___ Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: ___ times per ___ week(s) ___ month(s)

Duration: ___ hours or ___ day(s) per episode

Does the patient need care during these flare-ups? ___ No ___ Yes.

Explain the care needed by the patient, and why such care is medically necessary: _____

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

Signature of Health Care Provider

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210.
DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.



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

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2017-13

Agenda Item Summary Memo

Title: Coffman Carpet Annexation and Rezoning Request

Meeting and Date: City Council - December 12, 2017

Synopsis: Petitioner requests, Committee Recommendations and summary of their applications

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jason Engberg Community Development
Name Department

Agenda Item Notes:

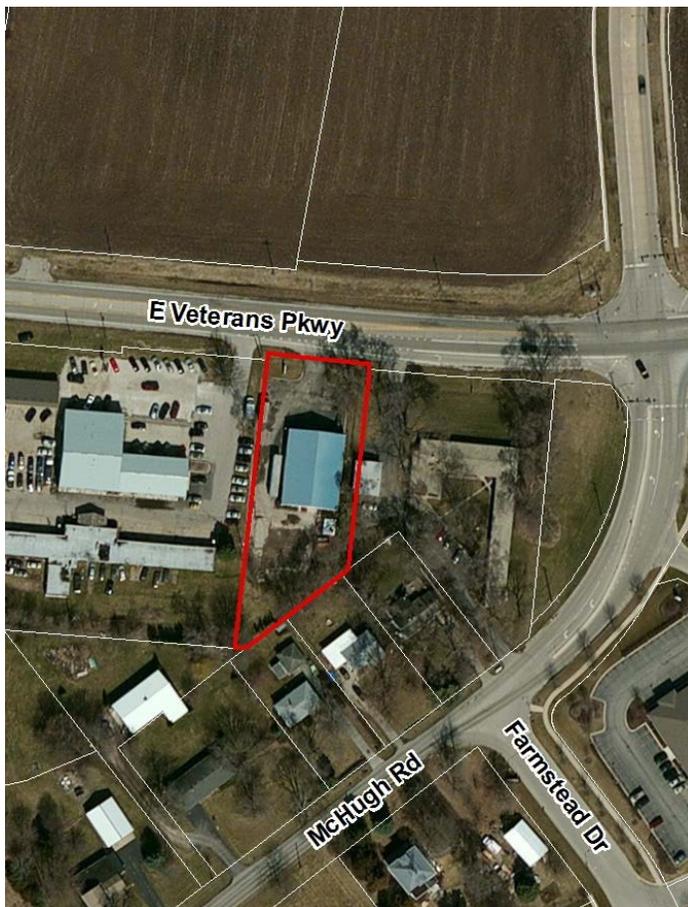


Memorandum

To: City Council
From: Jason Engberg, Senior Planner
CC: Bart Olson, City Administrator
Krysti Barksdale-Noble, Community Development Director
Date: December 6, 2017
Subject: **PZC 2017-13 Coffman Carpet (Annexation and Rezone)**
SW Corner of US 34 & McHugh Road

SUMMARY:

The petitioners, Dave and Debbie Coffman as represented by Ryan Swanson, have filed applications with the United City of Yorkville, Kendall County, Illinois, requesting annexation pursuant to an annexation agreement and rezoning classification for their existing carpet retail store. The property is located south of U.S. Route 34 and west of McHugh Road. This memorandum summarizes all of the submitted materials which will be reviewed at two separate public hearings.



PROPERTY BACKGROUND:

The parcel which the petitioner is seeking to annex into the City is currently located in unincorporated Kendall County. The property is currently zoned B-3 Highway Business District in Kendall County. Coffman Carpet's retail store currently sits on the property with a shed in the rear and a storage trailer in the side yard.

PROJECT DESCRIPTION:

As proposed, the petitioners are seeking to annex their property into the City of Yorkville. Upon annexation, the property will automatically be zoned into the most restrictive zoning district which is the R-1 Suburban Residence District. Therefore, to accommodate the intended commercial use, the petitioner has requested to rezone the properties to the B-3 General Business District.

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

	Zoning	Land Use
North	Commercial Planned Unit Development	Farm land
East	B-3 General Business District	Heartland Business Center/Casey's Development (recently approved)
South	B-3 Highway Business District (Kendall County)	Residential Housing
West	B-3 Highway Business District (Kendall County)	Car Dealership

REQUESTS FORM THE PETIONER:

The petitioners are seeking relief from certain parts of the Zoning Ordinance through an annexation agreement. The requests are as follows:

- The petitioners are seeking relief from Section 10-7-1 which requires a minimum side yard setback of 20 feet in the B-3 General Business District. Since the existing structure is 9 feet from the side lot line, they are requesting the minimum to be 9 feet from that side lot line.
- The petitioners are seeking relief from Section 10-3-7 regarding trailers, tents, and boats. While the City does not allow the permanent use of a storage trailer on site, the petitioners are seeking to keep it in place for no more than 2 years. After this time period it will be removed from the property.
- The petitioners are seeking relief from Section 10-20-9 regarding their monument sign. The maximum square footage of a monument sign in a business district less than 3 acres is 32 square feet. The existing sign is 43.5 square feet in area. They are requesting that this be allowed as is currently constructed.
- The petitioners are requesting upon annexation that construction of sidewalks along U.S. 34 will not be required and no additional landscaping or lighting will be required. Additionally, the petitioner is requesting to not stripe the parking lot as it contains enough required parking per the zoning code.

If the property is redeveloped to a significant extent, then the relief which the petitioners are seeking will not apply. This allows the business owners to continue to conduct their business but will not inhibit future development and conformation to the City's standards.

THE COMPREHENSIVE PLAN:

The 2016 Comprehensive Plan designates this property for mid-density residential uses. While this is not the proposed use or zone, adjacent properties are designated for neighborhood retail and destination commercial which is consistent with the existing Coffman Carpets store. The type of use and zone meets the intent of the Comprehensive Plan since commercial development along Route 34 is of high priority and the existing commercial use is consistent with nearby uses.

ECONOMIC DEVELOPMENT COMMITTEE COMMENTS:

The petitioners' requests were presented at the November 7, 2017 Economic Development Committee meeting. The Economic Development Committee had a positive response to the possibility of annexing the Coffman Carpet business into the City. A majority of the members agreed that there was only one issue with the requests in the proposed annexation agreement. The original request had a clause which requested a property tax abatement over the next 10 years. The members felt the reimbursement of property tax over the next ten years was too much and not necessary. They expressed their opinion that the improvements being made to the property, by adding City water and sanitary sewer, increased the value of the property and that offering a property tax reimbursement was not necessary. The Coffman's have agreed to remove this clause from their agreement and are no longer seeking relief. The original agreement brought to the Economic Development Committee is attached to this memo but has been "redlined" to show where the changes were made.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission held a public hearing on November 8, 2017 to consider the request for rezoning from R-1 Suburban Residential District to the B-3 General Business District. The Commission recommended approval to the City Council for the rezoning request upon annexation into the City.

ATTACHMENTS:

- Petitioner Applications
- Public Notices
- Annexation Agreement (redline version)
- Annexation Agreement
- Ordinance Approving Annexation
- Annexation Ordinance
- Rezoning Ordinance



United City of Yorkville
 800 Game Farm Road
 Yorkville, Illinois, 60560
 Telephone: 630-553-4350
 Fax: 630-553-7575
 Website: www.yorkville.il.us

APPLICATION FOR ANNEXATION

INTENT AND PURPOSE:

Local government has the authority to expand its boundaries by annexing unincorporated lands that are contiguous to their corporate limits. According to state law, all newly annexed land is automatically zoned to the most restrictive classification under the city's zoning ordinance, or R-1 One-Family Residence District. Therefore, all voluntary petitions for annexation requesting a zoning classification other than R-1 One-Family Residence District and seeking to enter into an annexation agreement with the city which specifies the desired zoning and other contractual approvals (i.e., amendments to zoning ordinance, variances, building codes, development impacts and contributions, etc.) that will affect the property and successor owners requires a public hearing before the City Council.

This packet explains the process to successfully submit and complete an Application for Annexation. It includes a detailed description of the process and the actual application itself. Please type the required information in the application on your computer. The application will need to be printed and signed by the petitioner. The only item that needs to be submitted to the city from this packet is the application. The rest of the packet is to help guide you through the process unto completion.

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

APPLICATION PROCEDURE:



STAGE 1: APPLICATION SUBMITTAL

The following must be submitted to the Community Development Department:

- One (1) original signed application with legal description.
- Three (3) 11" x 17" copies each of the exhibits, proposed drawings, location map, and site plan. Large items must be folded to fit in a 10" x 13" envelope.
- Appropriate filing fee.
- One (1) CD or portable USB drive containing one (1) electronic copy (pdf) of each of the following: signed application (complete with exhibits), proposed drawings, location map, and site plan. A Microsoft Word document with the legal description is also required.
- A written petition signed by a majority of the owners of record of land in the territory and also by a majority of the electors, if any, residing in the territory.

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

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



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APPLICATION FOR ANNEXATION

STAGE 2: ECONOMIC DEVELOPMENT COMMITTEE

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

STAGE 3: PLANNING AND ZONING COMMISSION PUBLIC HEARING (IF REZONING)

Petitioner will attend a public hearing conducted by the Planning and Zoning Commission. The Planning and Zoning Commission meets on the 2nd Wednesday of the Month at 7:00pm. Notice will be placed in the Kendall County Record by the United City of Yorkville. The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. Twenty four (24) hours prior to the public hearing, a certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. The Planning and Zoning Commission will conduct a public hearing on the request, take public comments, discuss the request, and make a recommendation to City Council. No rezoning shall be recommended by the Planning and Zoning Commission unless it follows the standards set forth in City's Zoning Ordinance. The Certified Mailing Affidavit form is attached to this document and must be submitted prior to the scheduled Planning and Zoning Commission meeting.

STAGE 4: CITY COUNCIL (PUBLIC HEARING IF ANNEXATION AGREEMENT IS REQUESTED)

Petitioner will attend the City Council public hearing where the recommendation of the annexation will be considered. The City Council meets on the 2nd and 4th Tuesdays of the month at 7:00pm. Notice will be placed in the Kendall County Record by the United City of Yorkville. The petitioner is responsible for sending certified public hearing notices to adjacent property owners within five hundred (500) feet of the subject property no less than fifteen (15) days and no more than thirty (30) days prior to the public hearing date. Twenty four (24) hours prior to the public hearing, a certified affidavit must be filed by the petitioner with the Community Development Department containing the names, addresses and permanent parcel numbers of all parties that were notified. City Council will make the final approval of the annexation request. The Certified Mailing Affidavit form is attached to this document and must be submitted prior to the scheduled City Council meeting.

DORMANT APPLICATIONS

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

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

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

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



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Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR ANNEXATION

NECESSARY NOTIFICATIONS

The entities listed below must be notified in writing, by certified or registered mail, of the proposed annexations at least **ten (10) days** prior to the action taken at City Council. Notices must be delivered to the individual board members at their respective home addresses:

- Trustees of the fire protection district
- Trustees of the public library district
- Township Highway Commissioner, Township Trustees, Township Supervisor, and Township Clerk if an to be annexed includes any highway under township jurisdiction

If there is a public hearing required for an annexation agreement, the petitioner will have to notify additional parties as required in the Yorkville Zoning Code "Section 10-4-11: Annexations."



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APPLICATION FOR ANNEXATION

INVOICE & WORKSHEET PETITION APPLICATION			
CONCEPT PLAN REVIEW	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
AMENDMENT	<input type="checkbox"/> Annexation \$500.00 <input type="checkbox"/> Plan \$500.00 <input type="checkbox"/> Plat \$500.00 <input type="checkbox"/> P.U.D. \$500.00		Total: \$
ANNEXATION	<input checked="" type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$ 250.00
$\begin{array}{r} 0.58 \\ \text{\# of Acres} \end{array} - 5 = \begin{array}{r} 0.00 \\ \text{Acres over 5} \end{array} \times \$10 = \begin{array}{r} 0.00 \\ \text{Amount for Extra Acres} \end{array} + \$250 = \$ \begin{array}{r} 250.00 \\ \text{Total Amount} \end{array}$			
REZONING	<input checked="" type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres		Total: \$ 200.00
<i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i>			
$\begin{array}{r} 0.58 \\ \text{\# of Acres} \end{array} - 5 = \begin{array}{r} 0.00 \\ \text{Acres over 5} \end{array} \times \$10 = \begin{array}{r} 0.00 \\ \text{Amount for Extra Acres} \end{array} + \$200 = \$ \begin{array}{r} 200.00 \\ \text{Total Amount} \end{array}$			
SPECIAL USE	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres		Total: \$
$\begin{array}{r} \\ \text{\# of Acres} \end{array} - 5 = \begin{array}{r} \\ \text{Acres over 5} \end{array} \times \$10 = \begin{array}{r} \\ \text{Amount for Extra Acres} \end{array} + \$250 = \$ \begin{array}{r} \\ \text{Total Amount} \end{array}$			
ZONING VARIANCE	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
PRELIMINARY PLAN FEE	<input type="checkbox"/> \$500.00		Total: \$
PUD FEE	<input type="checkbox"/> \$500.00		Total: \$
FINAL PLAT FEE	<input type="checkbox"/> \$500.00		Total: \$
ENGINEERING PLAN REVIEW DEPOSIT	<input type="checkbox"/> Less than 1 acre \$1,000.00 <input type="checkbox"/> Over 1 acre, less than 10 acres \$2,500.00 <input type="checkbox"/> Over 10 acres, less than 40 acres \$5,000.00 <input type="checkbox"/> Over 40 acres, less than 100 acres \$10,000.00 <input type="checkbox"/> Over 100 acres \$20,000.00		Total: \$
OUTSIDE CONSULTANTS DEPOSIT	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use: <input checked="" type="checkbox"/> Less than 2 acres \$1,000.00 <input type="checkbox"/> Over 2 acres, less than 10 acres \$2,500.00 <input type="checkbox"/> Over 10 acres \$5,000.00		Total: \$ 1000.00
TOTAL AMOUNT DUE:			1450.00



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APPLICATION FOR ANNEXATION

DATE:	PZC NUMBER:	DEVELOPMENT NAME:
PETITIONER INFORMATION		
NAME: Dave and Debbie Coffman		COMPANY: N/A
MAILING ADDRESS: 9290 US Route 34		
CITY, STATE, ZIP: Yorkville, IL 60560		TELEPHONE: 630-553-9820
EMAIL: coffmancarpetsdave@yahoo.com		FAX:
PROPERTY INFORMATION		
NAME OF HOLDER OF LEGAL TITLE: David E & Debbie M Coffman		
IS THE PROPERTY OCCUPIED OR VACANT: N/A		
IF OCCUPIED, PLEASE LIST ALL NAMES OF ELECTORS (THOSE REGISTERED TO VOTE) RESIDING ON THE PROPERTY:		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS: 9290 US Route 34		
DESCRIPTION OF PROPERTY'S PHYSICAL LOCATION: Approximately 270 feet west of McHugh Road		
CURRENT ZONING CLASSIFICATION: Unincorporated Kendall County		
ZONING AND LAND USE OF SURROUNDING PROPERTIES		
NORTH: PUD (commercial)		
EAST: B-3 General Business District (Casey's Development--currently under annexation/rezoning approval)		
SOUTH: Unincorporated Kendall County		
WEST: Unincorporated Kendall County		
KENDALL COUNTY PARCEL IDENTIFICATION NUMBER(S)		
02-28-252-009		



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois, 60560
Telephone: 630-553-4350
Fax: 630-553-7575
Website: www.yorkville.il.us

APPLICATION FOR ANNEXATION

PLEASE DESCRIBE IN DETAIL ANY ADDITIONAL REQUESTS TO BE MADE UPON ANNEXATION APPROVAL.

ATTORNEY INFORMATION

NAME: _____ COMPANY: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____ TELEPHONE: _____

EMAIL: _____ FAX: _____

ENGINEER INFORMATION

NAME: Ryan Swanson, P.E. COMPANY: Arc Design Resources

MAILING ADDRESS: 5291 Zenith Parkway

CITY, STATE, ZIP: Loves Park, IL, 61111 TELEPHONE: 815-484-4300 ext. 217

EMAIL: ryans@arcdesign.com FAX: 815-484-4303

LAND PLANNER/SURVEYOR INFORMATION

NAME: _____ COMPANY: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____ TELEPHONE: _____

EMAIL: _____ FAX: _____

ATTACHMENTS

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

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

Petitioner must provide a written petition signed by a majority of the owners of record of land in the territory and also by a majority of the electors, if any, residing in the territory. Attach as a separate petition titled as "Exhibit C".



United City of Yorkville
 800 Game Farm Road
 Yorkville, Illinois, 60560
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APPLICATION FOR ANNEXATION

AGREEMENT

I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.

I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

Nancy Frakes

9/22/17

PETITIONER SIGNATURE

DATE

Agent for Caseys Detail Company

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

Mind Hoffmann

9/22/17

OWNER SIGNATURE

DATE

THIS APPLICATION MUST BE NOTARIZED PLEASE NOTARIZE HERE:

Sheila Scharfenberg
9/20/17

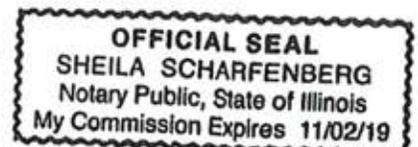
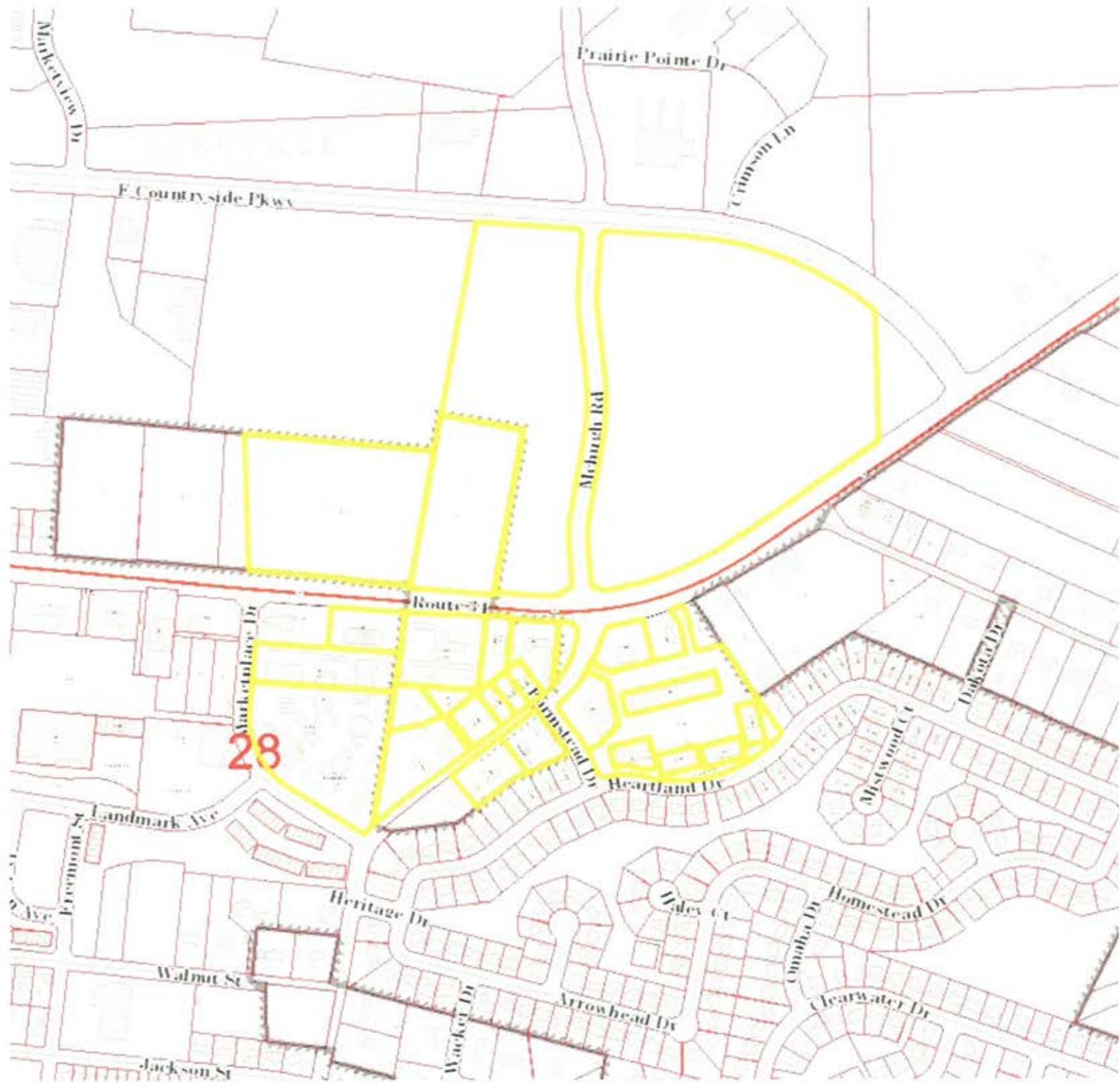


Exhibit B - Properties within 500'



CERTIFIED MAILING
AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I/We, Arc Design Resource, INC on behalf of The Coffman's, petitioner, being first duly sworn, do hereby state under oath that to the best of my knowledge the attached list is a true, correct and complete list of all permanent parcel numbers, and names and addresses of owners, of all lots and parts of lots located within 500 feet (exclusively of any public streets and alleys) of the property legally described on the attached application for annexation, rezoning, special use permit, planned unit development, variation, or other zoning amendment. I further state that said list was obtained from the current tax rolls of the Kendall County Treasurer's Office. I further state that I mailed by U.S. Certified Mail, Return Receipt Requested, a copy of the Public Notice of Public Hearing before the United City of Yorkville Plan Commission for the Public Hearing held on Wednesday, November 8, 2017, at the United City of City Council Chambers, Yorkville, Illinois. The notice was mailed to the attached list of all of the permanent parcel numbers and names and addresses of owners at the U.S. Post office on October 20, _____, 2017.



Signature of Petitioner(s)

On behalf of The Coffman's

Subscribed and sworn to before me this

20th day of October, 20 17

Sheila Scharfenberg
Notary Public



EXHIBIT A – LEGAL DESCRIPTION

9290 US Route 34

A parcel of land located in the Northeast Quarter of Section 28, Township 37 North, Range 7 East of the Third Principal Meridian, Kendall County, Illinois, described as follows:

Beginning at the Northwest corner of Lot 187 as designated upon the plat of Heartland In Yorkville Unit 1 Subdivision, the Plat of which subdivision was recorded February 16, 2001 as Document No. 200100002570 in the Recorder's Office of Kendall County, Illinois; thence North 5 degrees 24 minutes 29 seconds East along the Northerly extension of the West line of said Lot 187, a distance of 7.65 feet to a the Southeast corner of the premises conveyed by Donald Pilmer and Robert P. Pilmer, co-Trustee's of a Trust Agreement dated December 20, 1995 known as the Marvin F. Pilmer Trust to the People of the State of Illinois, Department of Transportation by Trustee's Deed recorded December 23, 2014 as Document No. 201400018028 in said Recorder's Office; thence Westerly along the Southerly line of said premises so conveyed, along a circular curve whose radius is 1,477.39 feet and whose center lies to the North, the long chord of which curve bears North 87 degrees 50 minutes 07 seconds West, a chord distance of 154.59 feet; thence North 84 degrees 50 minutes 10 seconds West along the Southerly line of said premises so conveyed, a distance of 41.06 feet to a point in the East line of the premises conveyed by Daniel Laniosz and Deborah A. Laniosz to David E. Coffman and Debbie M. Coffman by Warranty Deed recorded April 9, 1997 as Document No. 9703295 in said Recorder's Office, said point being the Point of Beginning for the hereinafter described parcel of land; thence South 5 degrees 53 minutes 54 seconds West along the East line of said premises conveyed by Daniel Laniosz and Deborah A. Laniosz to David E. Coffman and Debbie M. Coffman, a distance of 206.29 feet to an angle point in the East of said premises; thence South 52 degrees 17 minutes 30 seconds West along the Easterly line of said premises conveyed by Daniel Laniosz and Deborah A. Laniosz to David E. Coffman and Debbie M. Coffman, a distance of 129.79 feet to the Southeast corner thereof; thence North 84 degrees 50 minutes 10 seconds West along the Southerly line of said premises, a distance of 11.00 feet to the Southwest corner thereof; thence North 5 degrees 53 minutes 54 seconds East along the West line of said premises, a distance of 294.61 feet to the Southwest corner of the premises conveyed by David E. Coffman and Debbie M. Coffman to the People of the State of Illinois, Department of Transportation by Warranty Deed recorded April 11, 2002 as Document No. 200200008884 in said Recorder's Office; thence South 84 degrees 50 minutes 10 seconds East along the Southerly line of said premises conveyed by David E. and Debbie M. Coffman to the People of the State of Illinois, Department of Transportation, a distance of 104.99 feet to the Point of Beginning, containing 26,778 square feet, 0.615 acres, more or less, all being situated in the County of Kendall and the State of Illinois.

Exhibit B - Public Notices Sent via Certified Mail for Planning and Zoning Commission Meeting

Owner Name	Owner Address	Site Address	Parcel Pin
Pignatiello, Anthony J & Khristina M	1107 Mchugh Rd. Yorkville, IL 60560	1107 Mchugh Rd. Yorkville, IL 60560	02_28_252_008
Marker, Pamela S	1626 Mistwood Dr. Naperville IL 60540	N/A	02_28_252_013
Pilmer, Marvin F Trust	1002 Prairie St. Aurora, IL 60506	9230 Route 34. Yorville, IL 60560	02_28_252_026
Coffman, David E & Debbie M	7315 W Hillside Cystal Lake, IL 60012	9290 Route 34. Yorkville, IL 60012	02_28_252_009
Yorkville Crossings LLC	13351 B Faxon Rd. Plano, IL 60545	N/A	02_28_227_002
Mystek, Edward J	1101 Mchugh Rd. Yorkville, IL 60560	1101 Mchugh Rd. Yorkville, IL 60560	02_28_252_006
Yorkville Crossings LLC	13351 B Faxon Rd. Plano, IL 60545	N/A	02_28_201_004
Shocker Land Company LLC	477 E Barberry CIR. Yorkville, IL 60560	9316 Route 34. Yorkville, IL 60560	02_28_252_027
Illinois Department of Transportation	700 E Norris Dr. Ottawa, IL 61350	N/A	02_28_226_003
Toschak, Andrew A & David J & Sharon M	659 Westridge Ct. Aurora, IL 60504	1025 Mchugh Rd. Yorkville, IL 60560	02_28_252_005
Toschak, Andrew A & David J & Sharon M	659 Westridge Ct. Aurora, IL 60504	N/A	02_28_252_011
Lindley, Dustin T	1105 Mchugh Rd. Yorkville, IL 60560	1105 Mchugh Rd. Yorkville, IL 60560	02_28_252_007
Yorkville Leased Housing Associates 1	2905 Northwest Blvd. Suite 150. Minneapolis, MN 55441-2644	N/A	02_28_252_019
West Suburban Bank Land Trust	711 S Westmore Ave. Lombard, IL 60148	1100 McHugh Rd. Yorkville, IL 60560	02_28_253_002
Swanson, Nicholas A	1060 Mchugh Rd. Yorkville, IL 60560	1060 Mchugh Rd. Yorkville, IL 60560	02_28_402_003
Greco/Reggi Yorkville Rt 4 LLC	1550 Hecht Dr. Bartlett, IL 60103	N/A	02_28_252_025
American National Bank Trust, %L Syregelas	2520 Boeger Ave. Westchester, IL 60154	N/A	02_28_251_002
Yorkville Leased Housing Associates 1	2905 Northwest Blvd. Suite 150. Minneapolis, MN 55441-2644	N/A	02_28_252_024
Toschak, Barbara E	2551 Adamsway Dr. Aurora, IL 60504-9077	1015 Mchugh Rd. Yorkville, IL 60560	02_28_252_015
Toschak, Andrew A Etal	659 Westridge Ct. Aurora, IL 60504	N/A	02_28_252_016
Hobson Hollow Inc, % Richard Marker	1626 Mistwood Dr. Naperville IL 60540	N/A	02_28_253_012
Castle Bank, % Richard Marker	1626 Mistwood Dr. Naperville IL 60540	608 E Veterans Pkwy. Yorkville, IL 60540	02_28_253_006
600 East LLC	600 East Veterans Pkwy. Yorkville, IL 60560	600 East Veterans Pkwy. Yorkville, IL 60560	02_28_253_007

Letters sent to others:		
Name:	Address:	Organization:
Jason Hedman	902 Game Farm Road. Yorkville, IL 60560	Library District
Carol La Chance		
Susan Chacon		
Russell Walter		
Darren Crawford		
Kate Elder		
Wamecca Rodriguez		
Krista Danis		
Theron Garcia		
David Stewart		
Richard Dickson	103 E. Beaver Street. Yorkville, IL 60560	Fire Department Board
Gary Schlapp		
Ken Johnson		
Phyllis Yabsley		
Jeff Corneils		
Julie Bennett	9075 Corneils Road, Bristol IL 60512	Bristol Township
Clifford Oleson	10907 Corneils Road, Plano IL 60545	
Tom Klatt	6 N PARK, YORKVILLE IL 60560	
Bill Weatherly	21 N WEST STREET, BRISTOL IL 60512	
Keith Wheeler	8 PARK LN, BRISTOL IL 60512	
Robert Walker	206 WOLVERINE DRIVE, OSWEGO IL 60543	
POSTMASTER	29 BRISTOL RIDGE ROAD, BRISTOL, IL 60512	
Debbie Gillette	601 E COUNTRYSIDE PARKWAY, YORKVILLE IL 60560	
LYNN CULLICK	111 W FOX STREET, YORKVILLE IL 60560	Post Office
ELIZABETH FLOWERS		Kendall County Clerk (ELECTION OFFICIAL)
JUDY GILMOUR		County Board Members
AUDRA HENDRIX		
MATT PROCHASKA		
ROBERT DAVIDSON		
TONY GILES		
SCOTT GRyder		
MATT KELLOGG		
JOHN PURCELL		



United City of Yorkville

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

APPLICATION FOR REZONING

Purpose of Application

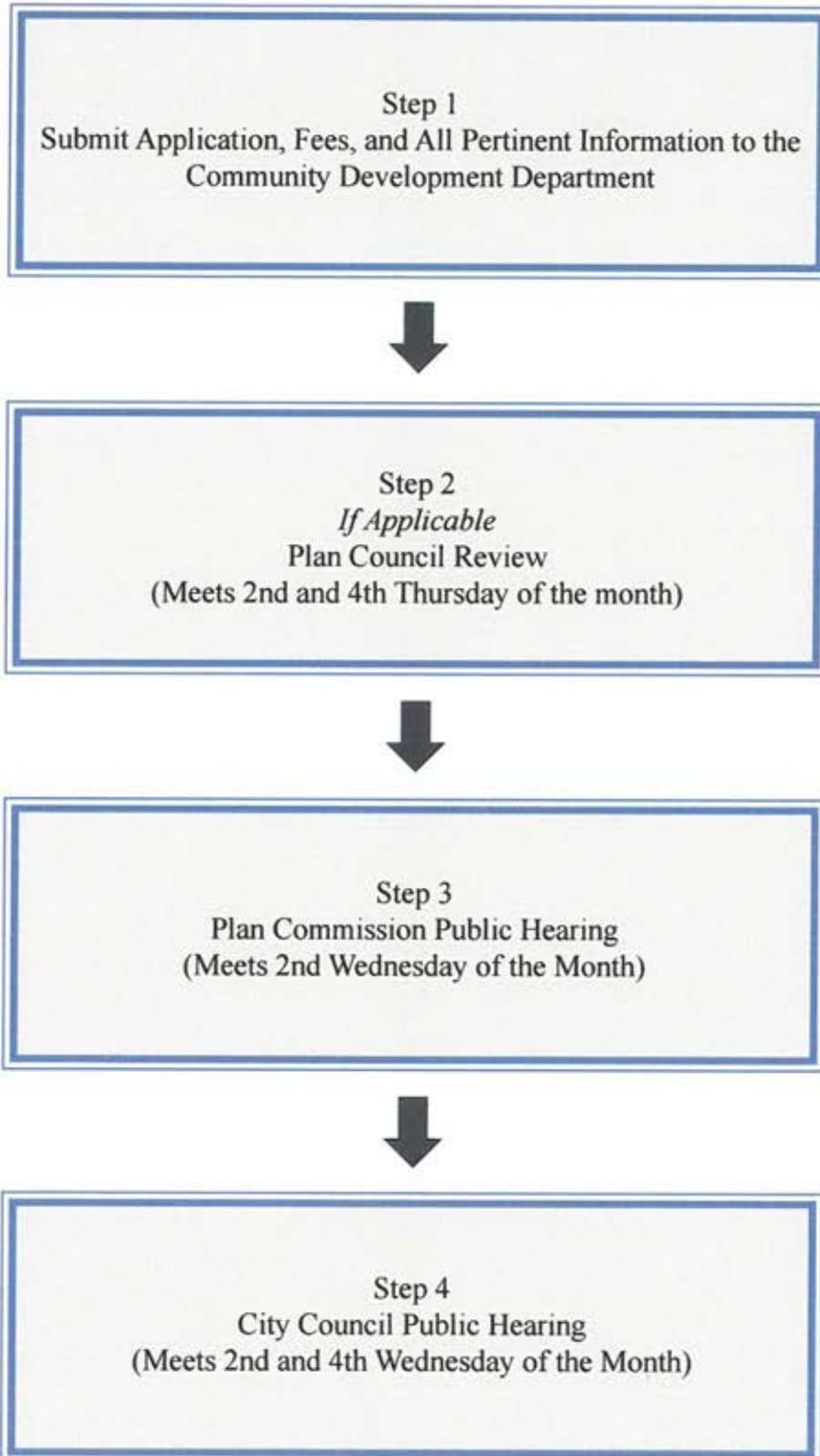
An application for Map Amendment, or commonly referred to as “rezoning”, is a request to reclassify a property from one zoning designation to within another zoning district. Requests for rezoning must not be merely arbitrary, but has to have validity as to the appropriate zoning classification for the existing or proposed land use in consideration of certain factors such as: the existing land use and zoning of the surrounding properties; suitability of the land use within the current zoning district; the trend of development in the general area; impact the proposed rezoning would have on traffic; the potential diminishment of property values due to the rezoning; and the promotion of public health, safety, morals or general welfare of the public as a result of the proposed rezoning.

This packet explains the process to successfully submit and complete an Application for Rezoning. It includes a detailed description of the process and the actual application itself (Pages 6 to 12). Please type the required information in the application on your computer. The application will need to be printed and signed by the applicant. The only item that needs to be submitted to the city from this packet is the application. The rest of the packet is to help guide you through the process unto completion.

For a complete explanation of what is legally required throughout the Rezoning Request process, please refer to “Title 10, Chapter 14, Section 7 Amendments” of the Yorkville, Illinois City Code.

Application Procedure

Procedure Flow Chart



Application Procedure

Step 1

Application Submittal

The following must be submitted to the Community Development Department:

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

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

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

Step 2

Plan Council (If Applicable)

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

Step 3

Plan Commission

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

Application Procedure

Step 4

City Council

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

Dormant Applications

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

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

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

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



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

**INVOICE & WORKSHEET
PETITION APPLICATION**

CONTACT:
 Dave and Debbie Coffman
 9290 US Route 34
 Yorkville, IL 60560

DEVELOPMENT/ PROPERTY:
 Coffman Carpets
 Acreage: 0.58
 Date: 08-25-17

Concept Plan Review: Yes No \$ _____
 Engineering Plan Review Deposit of \$500 due

Amendment: Yes No \$ _____
 \$500.00 Fee due for each: (Annexation) (Plan) (Plat) (PUD)

Annexation: Yes No \$ 250
 \$250.00, plus \$10/acre for each acre over 5.
 # of acres: 0.58 - 5 = 0 x \$10 = 0 + \$250

Rezoning: Yes No \$ 200
 \$200.00, plus \$10/acre for each acre over 5.
 # of acres: 0.58 - 5 = 0 x \$10 = 0 + \$200
 If annexing and rezoning, charge only 1 per acre fee.
 If rezoning to a PUD, charge PUD Development Fee- not Rezoning Fee.

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

Zoning Variance: \$85.00 Yes No \$ _____
 Outside Consultants deposit of \$500.00 due

Preliminary Plan Fee: \$500.00 Yes No \$ _____

P.U.D. Fee: \$500.00 Yes No \$ _____

Final Plat Fee: \$500.00 Yes No \$ _____

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

Outside Consultants Deposit: Yes No \$ 1000
 Legal, Land Planner, Zoning Coordinator, Environmental Services
Annexation, Subdivision, Rezoning, and Special Use:
 Less than 2 acres = \$1,000 due
 Over 2 acres and less than 10 acres = \$2,500 due
 Over 10 acres = \$5,000 due

TOTAL AMOUNT DUE: \$ 1450.00

Application For Re-Zoning

STAFF USE ONLY

Date of Submission PC#

Development Name

Applicant Information

Name of Applicant(s)

Business Address

City State ZIP

Business Phone Business Fax

Business Cell Business E-mail

Property Information

Name of Holder of Legal Title

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

Property Street Address

Description of Property's Physical Location

Zoning and Land Use of Surrounding Parcels

North	PUD (Commercial)
East	B-3 General Business District (Casey's Development--currently under annexation/ rezoning approval)
South	Unincorporated Kendall County
West	Unincorporated Kendall County

Current Zoning Classification Requested Zoning Classificaion

Comprehensive Plan Future Land Use Designation Total Acreage

Kendall County Parcel Number(s) Within Proposed PUD

02-28-252-009	

Application For Rezoning

Property Information

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

Is the property within City limits? Yes No

Does a floodplain exist on the property? Yes No

Additional Contact Information

Attorney

Name

Address

City State ZIP

Phone Fax

E-mail

Engineer

Name

Address

City State ZIP

Phone Fax

E-mail

Planner

Name

Address

City State ZIP

Phone Fax

E-mail

Application For Rezoning

Rezoning Standards

Please state the existing zoning classification(s) and uses of the property within the general area of the proposed rezoned property:

The site is located within a commercial corridor, with business commercial or PUD zoning essentially surrounding the site.

Please state the trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place since the day the property in question was placed in its present zoning classification:

Commercial development has grown from the west and east along US 34, and the property to the north has also been zoned PUD. The proposed Casey's Development immediately to the east will also be zoned B-3.

Please state the extent to which property values are diminished by the particular zoning restrictions:

Property values in general should not be affected.

Please state the extent to which the destruction of property values of plaintiff promotes the health, safety, morals, and general welfare of the public:

N/A. See above.

Application For Rezoning

Rezoning Standards

Please state the relative gain to the public as compared to the hardship imposed upon the individual property owner:

There will be no change. The Coffman Carpet business will not change.

Please state the suitability of the subject property for the zoned purposes:

The parcel is fronting a prime commercial corridor and major arterial through the City. The parcel will change from Kendall County business zoning to City of Yorkville business zoning.

Please state the length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the subject property:

The parcel is not currently incorporated within the City of Yorkville. It is an existing business use.

Please state the community need for the proposed land use:

As mentioned, the public will continue to be offered the same quality goods and services that Coffman Carpets has provided in this location for over 20 years.

Application For Rezoning

Rezoning Standards

With respect to the subject property, please state the care with which the community has undertaken to plan its land use development:

The commercial zoning proposed fits within the City's comprehensive plan for annexation and rezoning along the US 34 corridor. The B-3 zoning is a good fit for the development within the vicinity.

Please state the impact that such reclassification will have upon traffic and traffic conditions on said routes; the effect, if any, such reclassification and/or annexation would have upon existing accesses to said routes; and the impact of additional accesses as requested by the petitioner upon traffic and traffic conditions and flow on said routes (Ord. 1976-43, 11-4-1976):

Traffic and other impacts will not be affected. The Coffman Carpet business has been on site for approximately 20 years and the change in zoning will not affect the traffic currently generated by the business.

Attachments

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

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

Application For Rezoning

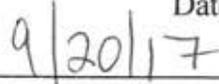
Agreement

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

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

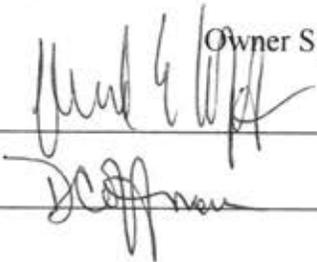


Applicant Signature

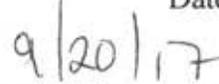


Date

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



Owner Signature



Date

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

CERTIFIED MAILING
AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I/We, Arc Design Resource, INC on behalf of The Coffman's, petitioner, being first duly sworn, do hereby state under oath that to the best of my knowledge the attached list is a true, correct and complete list of all permanent parcel numbers, and names and addresses of owners, of all lots and parts of lots located within 500 feet (exclusively of any public streets and alleys) of the property legally described on the attached application for annexation, rezoning, special use permit, planned unit development, variation, or other zoning amendment. I further state that said list was obtained from the current tax rolls of the Kendall County Treasurer's Office. I further state that I mailed by U.S. Certified Mail, Return Receipt Requested, a copy of the Public Notice of Public Hearing before the United City of Yorkville Plan Commission for the Public Hearing held on Wednesday, November 8, 2017, at the United City of City Council Chambers, Yorkville, Illinois. The notice was mailed to the attached list of all of the permanent parcel numbers and names and addresses of owners at the U.S. Post office on October 20, _____, 2017.



Signature of Petitioner(s)

On behalf of The Coffman's

Subscribed and sworn to before me this

20th day of October, 20 17

Sheila Scharfenberg
Notary Public



EXHIBIT A – LEGAL DESCRIPTION

9290 US Route 34

A parcel of land located in the Northeast Quarter of Section 28, Township 37 North, Range 7 East of the Third Principal Meridian, Kendall County, Illinois, described as follows:

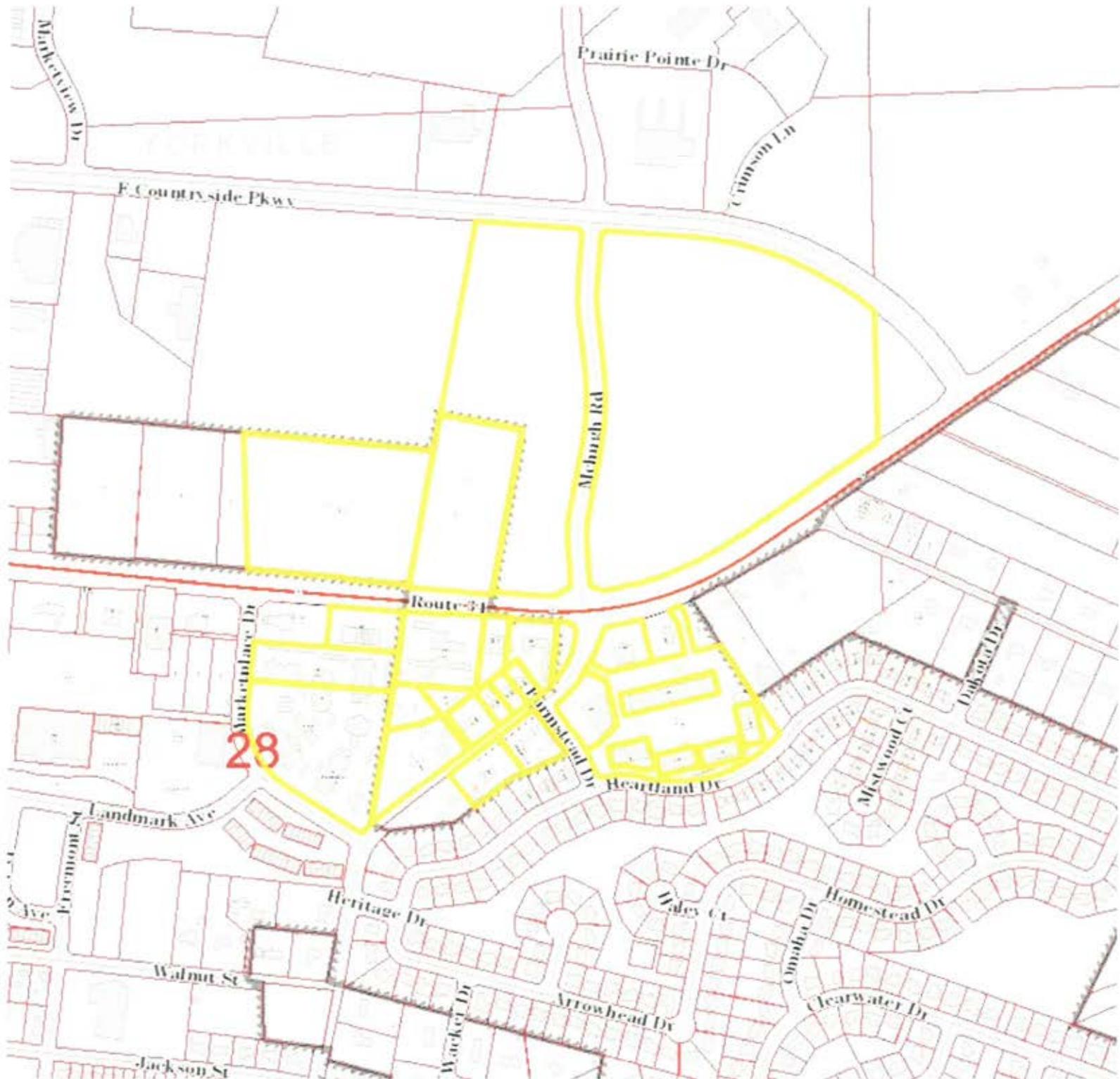
Beginning at the Northwest corner of Lot 187 as designated upon the plat of Heartland In Yorkville Unit 1 Subdivision, the Plat of which subdivision was recorded February 16, 2001 as Document No. 200100002570 in the Recorder's Office of Kendall County, Illinois; thence North 5 degrees 24 minutes 29 seconds East along the Northerly extension of the West line of said Lot 187, a distance of 7.65 feet to a the Southeast corner of the premises conveyed by Donald Pilmer and Robert P. Pilmer, co-Trustee's of a Trust Agreement dated December 20, 1995 known as the Marvin F. Pilmer Trust to the People of the State of Illinois, Department of Transportation by Trustee's Deed recorded December 23, 2014 as Document No. 201400018028 in said Recorder's Office; thence Westerly along the Southerly line of said premises so conveyed, along a circular curve whose radius is 1,477.39 feet and whose center lies to the North, the long chord of which curve bears North 87 degrees 50 minutes 07 seconds West, a chord distance of 154.59 feet; thence North 84 degrees 50 minutes 10 seconds West along the Southerly line of said premises so conveyed, a distance of 41.06 feet to a point in the East line of the premises conveyed by Daniel Laniosz and Deborah A. Laniosz to David E. Coffman and Debbie M. Coffman by Warranty Deed recorded April 9, 1997 as Document No. 9703295 in said Recorder's Office, said point being the Point of Beginning for the hereinafter described parcel of land; thence South 5 degrees 53 minutes 54 seconds West along the East line of said premises conveyed by Daniel Laniosz and Deborah A. Laniosz to David E. Coffman and Debbie M. Coffman, a distance of 206.29 feet to an angle point in the East of said premises; thence South 52 degrees 17 minutes 30 seconds West along the Easterly line of said premises conveyed by Daniel Laniosz and Deborah A. Laniosz to David E. Coffman and Debbie M. Coffman, a distance of 129.79 feet to the Southeast corner thereof; thence North 84 degrees 50 minutes 10 seconds West along the Southerly line of said premises, a distance of 11.00 feet to the Southwest corner thereof; thence North 5 degrees 53 minutes 54 seconds East along the West line of said premises, a distance of 294.61 feet to the Southwest corner of the premises conveyed by David E. Coffman and Debbie M. Coffman to the People of the State of Illinois, Department of Transportation by Warranty Deed recorded April 11, 2002 as Document No. 200200008884 in said Recorder's Office; thence South 84 degrees 50 minutes 10 seconds East along the Southerly line of said premises conveyed by David E. and Debbie M. Coffman to the People of the State of Illinois, Department of Transportation, a distance of 104.99 feet to the Point of Beginning, containing 26,778 square feet, 0.615 acres, more or less, all being situated in the County of Kendall and the State of Illinois.

Exhibit B - Public Notices Sent via Certified Mail for Planning and Zoning Commission Meeting

Owner Name	Owner Address	Site Address	Parcel Pin
Pignatiello, Anthony J & Kristina M	1107 Mchugh Rd. Yorkville, IL 60560	1107 Mchugh Rd. Yorkville, IL 60560	02_28_252_008
Marker, Pamela S	1626 Mistwood Dr. Naperville IL 60540	N/A	02_28_252_013
Pilmer, Marvin F Trust	1002 Prairie St. Aurora, IL 60506	9230 Route 34. Yorkville, IL 60560	02_28_252_026
Coffman, David E & Debbie M	7315 W Hillside Crystal Lake, IL 60012	9290 Route 34. Yorkville, IL 60012	02_28_252_009
Yorkville Crossings LLC	13351 B Faxon Rd. Plano, IL 60545	N/A	02_28_227_002
Mystek, Edward J	1101 Mchugh Rd. Yorkville, IL 60560	1101 Mchugh Rd. Yorkville, IL 60560	02_28_252_006
Yorkville Crossings LLC	13351 B Faxon Rd. Plano, IL 60545	N/A	02_28_201_004
Shocker Land Company LLC	477 E Barberrry CIR. Yorkville, IL 60560	9316 Route 34. Yorkville, IL 60560	02_28_252_027
Illinois Department of Transportation	700 E Norris Dr. Ottawa, IL 61350	N/A	02_28_226_003
Toschak, Andrew A & David J & Sharon M	659 Westridge Ct. Aurora, IL 60504	1025 Mchugh Rd. Yorkville, IL 60560	02_28_252_005
Toschak, Andrew A & David J & Sharon M	659 Westridge Ct. Aurora, IL 60504	N/A	02_28_252_011
Lindley, Dustin T	1105 Mchugh Rd. Yorkville, IL 60560	1105 Mchugh Rd. Yorkville, IL 60560	02_28_252_007
Yorkville Leased Housing Associates 1	2905 Northwest Blvd. Suite 150. Minneapolis, MN 55441-2644	N/A	02_28_252_019
West Suburban Bank Land Trust	711 S Westmore Ave. Lombard, IL 60148	1100 McHugh Rd. Yorkville, IL 60560	02_28_253_002
Swanson, Nicholas A	1060 Mchugh Rd. Yorkville, IL 60560	1060 Mchugh Rd. Yorkville, IL 60560	02_28_402_003
Greco/Reggi Yorkville Rt 4 LLC	1550 Hecht Dr. Bartlett, IL 60103	N/A	02_28_252_025
American National Bank Trust, %L Syregelas	2520 Boeger Ave. Westchester, IL 60154	N/A	02_28_251_002
Yorkville Leased Housing Associates 1	2905 Northwest Blvd. Suite 150. Minneapolis, MN 55441-2644	N/A	02_28_252_024
Toschak, Barbara E	2551 Adamsway Dr. Aurora, IL 60504-9077	1015 Mchugh Rd. Yorkville, IL 60560	02_28_252_015
Toschak, Andrew A Etal	659 Westridge Ct. Aurora, IL 60504	N/A	02_28_252_016
Hobson Hollow Inc, % Richard Marker	1626 Mistwood Dr. Naperville IL 60540	N/A	02_28_253_012
Castle Bank, % Richard Marker	1626 Mistwood Dr. Naperville IL 60540	608 E Veterans Pkwy. Yorkville, IL 60540	02_28_253_006
600 East LLC	600 East Veterans Pkwy. Yorkville, IL 60560	600 East Veterans Pkwy. Yorkville, IL 60560	02_28_253_007

Letters sent to others:		
Name:	Address:	Organization:
Jason Hedman	902 Game Farm Road, Yorkville, IL 60560	Library District
Carol La Chance		
Susan Chacon		
Russell Walter		
Darren Crawford		
Kate Elder		
Wamecca Rodriguez		
Krista Danis		
Theron Garcia		
David Stewart		
Richard Dickson	103 E. Beaver Street, Yorkville, IL 60560	Fire Department Board
Gary Schlapp		
Ken Johnson		
Phyllis Yabsley		
Jeff Corneils		
Julie Bennett	9075 Corneils Road, Bristol IL 60512	Bristol Township
Clifford Oleson	10907 Corneils Road, Plano IL 60545	
Tom Klatt	6 N PARK, YORKVILLE IL 60560	
Bill Weatherly	21 N WEST STREET, BRISTOL IL 60512	
Keith Wheeler	8 PARK LN, BRISTOL IL 60512	
Robert Walker	206 WOLVERINE DRIVE, OSWEGO IL 60543	
POSTMASTER	29 BRISTOL RIDGE ROAD, BRISTOL, IL 60512	
Debbie Gillette	601 E COUNTRYSIDE PARKWAY, YORKVILLE IL 60560	
LYNN CULLICK	111 W FOX STREET, YORKVILLE IL 60560	Post Office
ELIZABETH FLOWERS		Kendall County Clerk (ELECTION OFFICIAL)
JUDY GILMOUR		County Board Members
AUDRA HENDRIX		
MATT PROCHASKA		
ROBERT DAVIDSON		
TONY GILES		
SCOTT GRYDER		
MATT KELLOGG		
JOHN PURCELL		

Exhibit B - Properties within 500'



**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE
UNITED CITY OF YORKVILLE
PLANNING AND ZONING COMMISSION
PZC 2017-13**

NOTICE IS HEREBY GIVEN THAT Dave and Debbie Coffman, petitioner, have filed an application with the United City of Yorkville, Kendall County, Illinois, requesting rezoning classification. The real property is located south of U.S. Route 34, west of McHugh Road. The petitioner is requesting rezoning approval from R-1 Suburban Residential District to B-3 General Business District (contingent on approval of an annexation agreement by the City Council).

The legal description is as follows:

9290 US Route 34

A parcel of land located in the Northeast Quarter of Section 28, Township 37 North, Range 7 East of the Third Principal Meridian, Kendall County, Illinois, described as follows:

Beginning at the Northwest corner of Lot 187 as designated upon the plat of Heartland In Yorkville Unit 1 Subdivision, the Plat of which subdivision was recorded February 16, 2001 as Document No. 200100002570 in the Recorder's Office of Kendall County, Illinois; thence North 5 degrees 24 minutes 29 seconds East along the Northerly extension of the West line of said Lot 187, a distance of 7.65 feet to a the Southeast corner of the premises conveyed by Donald Pilmer and Robert P. Pilmer, co-Trustee's of a Trust Agreement dated December 20, 1995 known as the Marvin F. Pilmer Trust to the People of the State of Illinois, Department of Transportation by Trustee's Deed recorded December 23, 2014 as Document No. 201400018028 in said Recorder's Office; thence Westerly along the Southerly line of said premises so conveyed, along a circular curve whose radius is 1,477.39 feet and whose center lies to the North, the long chord of which curve bears North 87 degrees 50 minutes 07 seconds West, a chord distance of 154.59 feet; thence North 84 degrees 50 minutes 10 seconds West along the Southerly line of said premises so conveyed, a distance of 41.06 feet to a point in the East line of the premises conveyed by Daniel Laniosz and Deborah A. Laniosz to David E. Coffman and Debbie M. Coffman by Warranty Deed recorded April 9, 1997 as Document No. 9703295 in said Recorder's Office, said point being the Point of Beginning for the hereinafter described parcel of land; thence South 5 degrees 53 minutes 54 seconds West along the East line of said premises conveyed by Daniel Laniosz and Deborah A. Laniosz to David E. Coffman and Debbie M. Coffman, a distance of 206.29 feet to an angle point in the East of said premises; thence South 52 degrees 17 minutes 30 seconds West along the Easterly line of said premises conveyed by Daniel Laniosz and Deborah A. Laniosz to David E. Coffman and Debbie M. Coffman, a distance of 129.79 feet to the Southeast corner thereof; thence North 84 degrees 50 minutes 10 seconds West along the Southerly line of said premises, a distance of 11.00 feet to the Southwest corner thereof; thence North 5 degrees 53 minutes 54 seconds East along the West line of said premises, a distance of 294.61 feet to the Southwest corner of the premises conveyed by David E. Coffman and Debbie M. Coffman to the People of the State of Illinois, Department of Transportation by Warranty Deed recorded April 11, 2002 as Document No. 200200008884 in said Recorder's Office; thence South 84 degrees 50 minutes 10 seconds East along the Southerly line of said premises conveyed by David E. and Debbie M. Coffman to the People of the State of Illinois, Department of Transportation, a distance of 104.99 feet to the Point of Beginning, containing 26,778 square feet, 0.615 acres, more or less, all being situated in the County of Kendall and the State of Illinois.

A copy of the application is available for review during normal City business hours at the office of the Community Development Director.

NOTICE IS HEREWITH GIVEN THAT the Planning and Zoning Commission for the United City of Yorkville will conduct a Public Hearing on said application on **Wednesday, November 8, 2017 at 7 p.m.** at the United City of Yorkville, City Hall, located at 800 Game Farm Road, Yorkville, Illinois 60560.

The public hearing may be continued from time to time to dates certain without further notice being published.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department,

City Hall, 800 Game Farm Road, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

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

BETH WARREN
City Clerk

BY: Lisa Pickering
Deputy Clerk

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING ON AN ANNEXATION AGREEMENT
BEFORE
UNITED CITY OF YORKVILLE
CITY COUNCIL

NOTICE IS HEREBY GIVEN THAT Dave and Debbie Coffman, petitioner, have filed an application with the United City of Yorkville, Kendall County, Illinois, requesting annexation pursuant to an annexation agreement of a tract of property into the City's municipal boundary. The tract of property is generally located south of U.S. Route 34, west of McHugh Road. A total of one parcel is proposed to be annexed pursuant to the annexation agreement: 9290 US Route 34 (Veterans Highway). Coffman Carpets retail store is currently located on the property and intends to continue operating their business after annexation.

The legal description of the tract of property is as follows:

9290 US Route 34

A parcel of land located in the Northeast Quarter of Section 28, Township 37 North, Range 7 East of the Third Principal Meridian, Kendall County, Illinois, described as follows:

Beginning at the Northwest corner of Lot 187 as designated upon the plat of Heartland In Yorkville Unit 1 Subdivision, the Plat of which subdivision was recorded February 16, 2001 as Document No. 200100002570 in the Recorder's Office of Kendall County, Illinois; thence North 5 degrees 24 minutes 29 seconds East along the Northerly extension of the West line of said Lot 187, a distance of 7.65 feet to a the Southeast corner of the premises conveyed by Donald Pilmer and Robert P. Pilmer, co-Trustee's of a Trust Agreement dated December 20, 1995 known as the Marvin F. Pilmer Trust to the People of the State of Illinois, Department of Transportation by Trustee's Deed recorded December 23, 2014 as Document No. 201400018028 in said Recorder's Office; thence Westerly along the Southerly line of said premises so conveyed, along a circular curve whose radius is 1,477.39 feet and whose center lies to the North, the long chord of which curve bears North 87 degrees 50 minutes 07 seconds West, a chord distance of 154.59 feet; thence North 84 degrees 50 minutes 10 seconds West along the Southerly line of said premises so conveyed, a distance of 41.06 feet to a point in the East line of the premises conveyed by Daniel Laniosz and Deborah A. Laniosz to David E. Coffman and Debbie M. Coffman by Warranty Deed recorded April 9, 1997 as Document No. 9703295 in said Recorder's Office, said point being the Point of Beginning for the hereinafter described parcel of land; thence South 5 degrees 53 minutes 54 seconds West along the East line of said premises conveyed by Daniel Laniosz and Deborah A. Laniosz to David E. Coffman and Debbie M. Coffman, a distance of 206.29 feet to an angle point in the East of said premises; thence South 52 degrees 17 minutes 30 seconds West along the Easterly line of said premises conveyed by Daniel Laniosz and Deborah A. Laniosz to David E. Coffman and Debbie M. Coffman, a distance of 129.79 feet to the Southeast corner thereof; thence North 84 degrees 50 minutes 10 seconds West along the Southerly line of said premises, a distance of 11.00 feet to the Southwest corner thereof; thence North 5 degrees 53 minutes 54 seconds East along the West line of said premises, a distance of 294.61 feet to the Southwest corner of the premises conveyed by David E. Coffman and Debbie M. Coffman to the People of the State of Illinois, Department of Transportation by Warranty Deed recorded April 11, 2002 as Document No. 200200008884 in said Recorder's Office; thence South 84 degrees 50 minutes 10 seconds East along the Southerly line of said premises conveyed by David E. and Debbie M. Coffman to the People of the State of Illinois, Department of Transportation, a distance of 104.99 feet to the Point of Beginning, containing 26,778 square feet, 0.615 acres, more or less, all being situated in the County of Kendall and the State of Illinois.

NOTICE IS HEREWITH GIVEN THAT the City Council for the United City of Yorkville will conduct a Public Hearing for the purpose of considering and hearing testimony as to an ordinance authorizing the execution of an annexation agreement in regard to the annexation to the City of the above described tract of property on **Tuesday, November 14, 2017 at 7:00p.m.** at the United City of Yorkville, City Hall, located at 800 Game Farm Road, Yorkville, Illinois 60560. An accurate map of the property proposed to be annexed to the City and form of the proposed annexation agreement are on file in the office of the Community Development Director.

The public hearing may be continued from time to time to dates certain without further notice being published.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois, and will be accepted up to the date of the public hearing.

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

BETH WARREN
City Clerk

BY: Lisa Pickering
Deputy Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

ANNEXATION AGREEMENT

This Annexation Agreement (hereinafter (“*Agreement*”), is made and entered into this _____ day of _____, 2017, by and between the United City of Yorkville, a municipal corporation, hereinafter referred to as “*City*” and David and Debbie Coffman hereinafter jointly referred to as “*Owner*”.

WITNESSETH:

WHEREAS, the Owner owns fee simple interest to the real property which is legally described in *Exhibit A* attached hereto, consisting of approximately .58 acres, more or less (the “*Subject Property*”); and,

WHEREAS, it is the desire of the Owner to provide for the annexation of the Subject Property and to use the Subject Property in accordance with the terms of this Agreement and the ordinances of the City; and, to provide that when annexed, the Subject Property is to be zoned as B-3 General Business District; and,

WHEREAS, it is the desire of the Mayor and City Council (the “*Corporate Authorities*”) to annex the Subject Property and continue its commercial use, all being pursuant to the terms and conditions of this Agreement and the ordinances of the City; and,

WHEREAS, Owner and City have or will perform and execute all acts required by law to effectuate such annexation; and,

WHEREAS, all notices and publications as required by law relating to the zoning of the Subject Property and the Agreement have been published and given to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Municipal Code (the “*Municipal Code*”); and,

WHEREAS, the Corporate Authorities of the City have duly fixed the time for a public hearing on this Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Municipal Code; and,

WHEREAS, the Planning and Zoning Commission of the City and has duly held all public hearings relating to zoning all as required by the provisions of the City’s Zoning Code and the Municipal Code (the “*Municipal Code*”); and,

WHEREAS, the Owner and City agree that upon Annexation to the City of the Subject Property shall be placed in a B-3 General Business District; and,

WHEREAS, in accordance with the powers granted to the City by the provisions of Section 11-15.1-1 *et seq.* of the Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*), relating to Annexation Agreements, the parties hereto wish to enter into a binding Agreement with respect to the future annexation, and zoning of the Subject Property and to provide for various other matters related directly or indirectly to the annexation and use of the Subject Property during the term of this Agreement as authorized by the provisions of said statutes.

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

Section 1. Annexation.

The Owner has filed with the Clerk of the City a duly and properly executed petition pursuant to, and in accordance with, the provisions of Section 5/7-1-1 *et seq.* of the Municipal Code to annex the Subject Property and any adjacent roadways not previously annexed to the City of Yorkville.

Section 2. Zoning.

- A. The City hereby agrees, contemporaneously with annexation, the Subject Property shall be classified and shall be zoned as B-3 General Business District.
- B. The City and the Owner agree that the Subject Property shall be permitted to retain in place, the structure now existing on the Subject Property with no mandated interior or exterior changes or repairs until the Subject Property is substantially redeveloped or expanded by more than twenty-five percent (25%).
- C. The City and Owner agree that a side-yard set back of nine (9) feet shall be permitted in lieu of the twenty (20) feet requirement until the Subject Property is substantially redeveloped, rezoned, or an application for a special use has been submitted to the City.
- D. The City and the Owner agree that the installation of sidewalks will not be required until the Subject Property is substantially redeveloped or rezoned, or an application for a special use has been submitted to the City.

- E. The City and the Owner agree that no additional landscaping or exterior site lighting shall be required until such time as the Subject Property is substantially redeveloped, rezoned, or an application for a special use has been submitted to the City.
- F. The City and the Owner agree that the existing sign, 43 ½ square feet in size, shall be permitted until such time as the Subject Property is substantially redeveloped, rezoned or an application for a special use has been submitted to the City.

For purposes of this Annexation Agreement “substantial redevelopment” shall mean any construction activity that will result in a greater than twenty-five percent (25%) increase to the existing building square footage or an addition of twelve (12) or more parking spaces.

Section 3. Other Considerations.

A. The City and the Owner of the Subject Property agree that the trailer located at the west side of the building currently used for storage may remain in place with no interior or exterior changes, repairs, or renovations for two (2) years from the date of approval of this Agreement.

B. The City and the Owner agree that the parking lot on the Subject Property need not be striped until such time as substantial redevelopment of the Subject Property occurs.

~~*Section 4. Real Estate Tax Abatement.*~~

~~———— For and in consideration of the annexation of the Subject Property to the City, the City agrees to abate one hundred percent (100%) of all real estate taxes, levied by the City upon the Subject Property for a period of five (5) calendar years commencing 2018 through and including 2022 and seventy five percent (75%) of all real estate taxes levied by the City against the Subject Property for an additional period of five (5) calendar years commencing 2023 to and including 2027. The City shall approve an ordinance in the form attached hereto as *Exhibit B* abating said real estate for the years and for the percentages stated above and file said ordinance with the Clerk of Kendall County, Illinois.~~

Section 54. Binding Effect and Term.

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees and successor lessees, and upon any successor municipal authority of the City and the successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto.

Section 65. Notices and Remedies.

Upon a breach of this Agreement, the parties hereto agree that the venue shall be the Circuit Court of Kendall County. It is further understood by the parties hereto that upon breach of this Agreement the non-defaulting party may exercise any remedy available at law or equity.

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

Notice shall be provided at the following addresses:

To the City: United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560
Attn: City Administrator

With a copy to: Kathleen Field Orr
Kathleen Field Orr & Associates
53 West Jackson Blvd., Suite 964
Chicago, Illinois 60604

To the Owner: Dave and Debbie Coffman
9290 U.S. Route 34
Yorkville, Illinois 60560

Section 76. Agreement to Prevail over Ordinances.

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

Section 87. Provisions.

If any provision of this Agreement or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions and provisions of this Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, an Illinois
municipal corporation

By: _____
Mayor

Attest:

City Clerk

David Coffman

By: _____
Owner

Debbie Coffman

By: _____
Owner

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

ANNEXATION AGREEMENT

This Annexation Agreement (hereinafter (“*Agreement*”), is made and entered into this _____ day of _____, 2017, by and between the United City of Yorkville, a municipal corporation, hereinafter referred to as “*City*” and David and Debbie Coffman hereinafter jointly referred to as “*Owner*”.

WITNESSETH:

WHEREAS, the Owner owns fee simple interest to the real property which is legally described in *Exhibit A* attached hereto, consisting of approximately .58 acres, more or less (the “*Subject Property*”); and,

WHEREAS, it is the desire of the Owner to provide for the annexation of the Subject Property and to use the Subject Property in accordance with the terms of this Agreement and the ordinances of the City; and, to provide that when annexed, the Subject Property is to be zoned as B-3 General Business District; and,

WHEREAS, it is the desire of the Mayor and City Council (the “*Corporate Authorities*”) to annex the Subject Property and continue its commercial use, all being pursuant to the terms and conditions of this Agreement and the ordinances of the City; and,

WHEREAS, Owner and City have or will perform and execute all acts required by law to effectuate such annexation; and,

WHEREAS, all notices and publications as required by law relating to the zoning of the Subject Property and the Agreement have been published and given to the persons or entities entitled thereto, pursuant to the applicable provisions of the Illinois Municipal Code (the “*Municipal Code*”); and,

WHEREAS, the Corporate Authorities of the City have duly fixed the time for a public hearing on this Agreement and pursuant to legal notice have held such hearing thereon all as required by the provisions of the Municipal Code; and,

WHEREAS, the Planning and Zoning Commission of the City and has duly held all public hearings relating to zoning all as required by the provisions of the City's Zoning Code and the Municipal Code (the "*Municipal Code*"); and,

WHEREAS, the Owner and City agree that upon Annexation to the City of the Subject Property shall be placed in a B-3 General Business District; and,

WHEREAS, in accordance with the powers granted to the City by the provisions of Section 11-15.1-1 *et seq.* of the Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*), relating to Annexation Agreements, the parties hereto wish to enter into a binding Agreement with respect to the future annexation, and zoning of the Subject Property and to provide for various other matters related directly or indirectly to the annexation and use of the Subject Property during the term of this Agreement as authorized by the provisions of said statutes.

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

Section 1. Annexation.

The Owner has filed with the Clerk of the City a duly and properly executed petition pursuant to, and in accordance with, the provisions of Section 5/7-1-1 *et seq.* of the Municipal Code to annex the Subject Property and any adjacent roadways not previously annexed to the City of Yorkville.

Section 2. Zoning.

- A. The City hereby agrees, contemporaneously with annexation, the Subject Property shall be classified and shall be zoned as B-3 General Business District.
- B. The City and the Owner agree that the Subject Property shall be permitted to retain in place, the structure now existing on the Subject Property with no mandated interior or exterior changes or repairs until the Subject Property is substantially redeveloped or expanded by more than twenty-five percent (25%).
- C. The City and Owner agree that a side-yard set back of nine (9) feet shall be permitted in lieu of the twenty (20) feet requirement until the Subject Property is substantially redeveloped, rezoned, or an application for a special use has been submitted to the City.
- D. The City and the Owner agree that the installation of sidewalks will not be required until the Subject Property is substantially redeveloped or rezoned, or an application for a special use has been submitted to the City.

- E. The City and the Owner agree that no additional landscaping or exterior site lighting shall be required until such time as the Subject Property is substantially redeveloped, rezoned, or an application for a special use has been submitted to the City.
- F. The City and the Owner agree that the existing sign, 43 ½ square feet in size, shall be permitted until such time as the Subject Property is substantially redeveloped, rezoned or an application for a special use has been submitted to the City.

For purposes of this Annexation Agreement “substantial redevelopment” shall mean any construction activity that will result in a greater than twenty-five percent (25%) increase to the existing building square footage or an addition of twelve (12) or more parking spaces.

Section 3. Other Considerations.

A. The City and the Owner of the Subject Property agree that the trailer located at the west side of the building currently used for storage may remain in place with no interior or exterior changes, repairs, or renovations for two (2) years from the date of approval of this Agreement.

B. The City and the Owner agree that the parking lot on the Subject Property need not be striped until such time as substantial redevelopment of the Subject Property occurs.

Section 4. Binding Effect and Term.

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns including, but not limited to, successor owners of record, successor developers, lessees and successor lessees, and upon any successor municipal authority of the City and the successor municipalities for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto.

Section 5. Notices and Remedies.

Upon a breach of this Agreement, the parties hereto agree that the venue shall be the Circuit Court of Kendall County. It is further understood by the parties hereto that upon breach of this Agreement the non-defaulting party may exercise any remedy available at law or equity.

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

Notice shall be provided at the following addresses:

To the City: United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560
Attn: City Administrator

With a copy to: Kathleen Field Orr
Kathleen Field Orr & Associates
53 West Jackson Blvd., Suite 964
Chicago, Illinois 60604

To the Owner: Dave and Debbie Coffman
9290 U.S. Route 34
Yorkville, Illinois 60560

Section 6. Agreement to Prevail over Ordinances.

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

Section 7. Provisions.

If any provision of this Agreement or its application to any person, entity, or property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions and provisions of this Agreement and, to that end, any terms, conditions and provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, an Illinois
municipal corporation

By: _____
Mayor

Attest:

City Clerk

David Coffman

By: _____
Owner

Debbie Coffman

By: _____
Owner

ORDINANCE NO. 2017-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS, ANNEXING
CERTAIN TERRITORY LOCATED AT 9290 ROUTE 34
TO THE UNITED CITY OF YORKVILLE
(COFFMAN CARPET)**

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, a duly executed *PETITION FOR ANNEXATION*, signed by David and Debbie Coffman, the owners of record has been filed with the City, requesting that certain territory legally described hereinafter be annexed to the City; and,

WHEREAS, there are no electors residing within said territory; and,

WHEREAS, the said territory is not within the corporate limits of any municipality, but is contiguous to the City; and,

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by state statute; and,

WHEREAS, the legal owners of record of said territory and the City have entered into a valid and binding annexation agreement relating to such territory; and,

WHEREAS, all petitions, documents and other necessary legal requirements are in full compliance with the terms of the annexation agreement and with the statutes of the State of Illinois, specifically Section 7-1-8 of the Illinois Municipal Code; and,

WHEREAS, it is in the best interests of the City that said territory be annexed.

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 legal description and property index number of the territory to be

annexed are:

9290 US Route 34

A parcel of land located in the Northeast Quarter of Section 28, Township 37 North, Range 7 East of the Third Principal Meridian, Kendall County, Illinois, described as follows:

Beginning at the Northwest corner of Lot 187 as designated upon the plat of Heartland In Yorkville Unit 1 Subdivision, the Plat of which subdivision was recorded February 16, 2001 as Document No. 200100002570 in the Recorder's Office of Kendall County, Illinois; thence North 5 degrees 24 minutes 29 seconds East along the Northerly extension of the West line of said Lot 187, a distance of 7.65 feet to a the Southeast corner of the premises conveyed by Donald Pilmer and Robert P. Pilmer, co-Trustee's of a Trust Agreement dated December 20, 1995 known as the Marvin F. Pilmer Trust to the People of the State of Illinois, Department of Transportation by Trustee's Deed recorded December 23, 2014 as Document No. 201400018028 in said Recorder's Office; thence Westerly along the Southerly line of said premises so conveyed, along a circular curve whose radius is 1,477.39 feet and whose center lies to the North, the long chord of which curve bears North 87 degrees 50 minutes 07 seconds West, a chord distance of 154.59 feet; thence North 84 degrees 50 minutes 10 seconds West along the Southerly line of said premises so conveyed, a distance of 41.06 feet to a point in the East line of the premises conveyed by Daniel Laniosz and Deborah A. Laniosz to David E. Coffman and Debbie M. Coffman by Warranty Deed recorded April 9, 1997 as Document No. 9703295 in said Recorder's Office, said point being the Point of Beginning for the hereinafter described parcel of land; thence South 5 degrees 53 minutes 54 seconds West along the East line of said premises conveyed by Daniel Laniosz and Deborah A. Laniosz to David E. Coffman and Debbie M. Coffman, a distance of 206.29 feet to an angle point in the East of said premises; thence South 52 degrees 17 minutes 30 seconds West along the Easterly line of said premises conveyed by Daniel Laniosz and Deborah A. Laniosz to David E. Coffman and Debbie M. Coffman, a distance of 129.79 feet to the Southeast corner thereof; thence North 84 degrees 50 minutes 10 seconds West along the Southerly line of said premises, a distance of 11.00 feet to the Southwest corner thereof; thence North 5 degrees 53 minutes 54 seconds East along the West line of said premises, a distance of 294.61 feet to the Southwest corner of the premises conveyed by David E. Coffman and Debbie M. Coffman to the People of the State of Illinois, Department of Transportation by Warranty Deed recorded April 11, 2002 as Document No. 200200008884 in said Recorder's Office; thence South 84 degrees 50 minutes 10 seconds East along the Southerly line of said premises conveyed by David E. and Debbie M. Coffman to the People of the State of Illinois, Department of Transportation, a distance of 104.99 feet to the Point of Beginning, containing 26,778 square feet, 0.615 acres, more or less, all being situated in the County of Kendall and the State of Illinois.

Property Index Number: 02-28-252-009

Section 2: That the territory described in Section 1 above is hereby annexed to the

United City of Yorkville, Illinois.

Section 3: That the City Clerk is hereby directed within 90 days from the effective date of this ordinance to record or cause to be recorded with the Office of the Kendall County Recorder and to file with the Kendall County Clerk a certified copy of this Ordinance, together with the *Plat of Annexation* appended to this Ordinance.

Section 4: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

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

CITY CLERK

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

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

MAYOR

ORDINANCE NO. 2017-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR THE
PROPERTY AT 9290 ROUTE 34
(Coffman Carpet)**

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, David and Debbie Coffman are the owners (the “Owner”), and desires to enter into an Annexation Agreement (the “Agreement”), regarding property owned by the Owner which is approximately .58 acres legally described and identified in the attached Petition for Annexation (the “Subject Property”); and,

WHEREAS, the Subject Property is contiguous with the existing corporate limits of the City and is not within the boundary of any other city; and,

WHEREAS, a public hearing was conducted by the Mayor and City Council (the “Corporate Authorities”) on the annexation agreement on December 12, 2017, and all notices required by law have been given by the City and Owner; and,

WHEREAS, the statutory procedures provided in Section 11-15.1-1 of the Illinois Municipal Code for the execution of the annexation agreement have been fully complied with; and,

WHEREAS, the Corporate Authorities have concluded that the approval and execution of the proposed Annexation Agreement, attached hereto, is in the best interests of the health, safety, and welfare of the City.

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

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

Section 2: The *Annexation Agreement* attached hereto and made a part hereof by reference as Exhibit A, be and is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver said Agreement.

Section 3: 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 the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2017.

CITY CLERK

CARLO COLOSIMO _____
JACKIE MILSCHEWSKI _____
CHRIS FUNKHOUSER _____
SEAVER TARULIS _____

KEN KOCH _____
ARDEN JOE PLOCHER _____
JOEL FRIEDERS _____
ALEX HERNANDEZ _____

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

MAYOR

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
APPROVING THE REZONING TO B-3 GENERAL BUSINESS DISTRICT
FOR THE PROPERTY LOCATED AT 9290 US ROUTE 34
(Coffman Carpet)**

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, David E. Coffman and Debbie M. Coffman are the Owners (the “Owners”) of real property located at 9290 US Route 34, and identified by Parcel Number 02-28-252-009, Yorkville, Illinois, (the “Subject Property”) legally described on *Exhibit A* attached hereto and made a part hereof by reference, and are seeking rezoning of the Subject Property to B-3 General Business District; and,

WHEREAS, the Planning Commission convened and held a public hearing on the 8th day of November, 2017, to consider the rezoning after publication of notice and notice to property Owners within five hundred (500) feet of the Subject Property; and,

WHEREAS, the Planning Commission reviewed the standards set forth in Section 10-14-7B5 and made findings of fact and recommendation to the Corporate Authorities for approval of the rezoning; and,

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

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

Section 2. That the Corporate Authorities hereby approve the rezoning of the Subject Property, legally described on *Exhibit A*, from the R-1 One Family Residence District to the B-3 General Business District.

Section 3. This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

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

CITY CLERK

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVER TARULIS _____

ALEX HERNANDEZ _____

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

MAYOR

Attest:

CITY CLERK