



United City of Yorkville

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

AGENDA
CITY COUNCIL MEETING
Tuesday, January 9, 2018
7:00 p.m.

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

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk: WARD I

Carlo Colosimo
Ken Koch

WARD II

Jackie Milschewski
Arden Joe Plocher

WARD III

Chris Funkhouser
Joel Frieders

WARD IV

Seaver Tarulis
Alex Hernandez

Establishment of Quorum:

Amendments to Agenda:

Presentations:

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. PW 2017-87 2017 Road to Better Roads Program Additional Work – Change Order No. 1 – *authorize the Mayor to execute*
2. PW 2017-88 Center Parkway / Countryside Parkway Resurfacing – Change Order No. 1 – *authorize the Mayor to execute*
3. PW 2017-90 2018 Sanitary Sewer Lining Program – Professional Services Agreement for Design and Construction Engineering – *authorize the Mayor and City Clerk to execute*
4. PW 2017-91 East Orange Street Water Main Replacement Professional Services Agreement for Design Engineering – *authorize the Mayor and City Clerk to execute*
5. PW 2017-92 Bristol Bay Unit 11 – Partial Acceptance – *accept the public improvements of water main, sanitary sewer, and storm sewer as described in the Bill of Sale for ownership and maintenance by the City subject to receipt of a new maintenance guarantee in the amount of \$16,159.00, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale*
6. PW 2017-93 Ordinance Amending the Water Meter Fees – *authorize the Mayor and City Clerk to execute*

Minutes for Approval:

1. Minutes of the Regular City Council – November 28, 2017
2. Minutes of the Regular City Council – December 12, 2017

Bills for Payment (Informational): \$4,401,277.31

Mayor's Report:

1. CC 2017-60 Collective Bargaining Agreement between International Union of Operating Engineers, Local 150, Public Employees Division and the United City of Yorkville
2. CC 2018-01 Resolution Approving an Amendment to the United City of Yorkville Employee Manual (Policy Against Harassment)
3. CC 2018-02 Request for Proposals for Playground Equipment at Windett Ridge Park
4. CC 2018-03 Request for Proposals for Playground Equipment at Purcell Park

Public Works Committee Report:

1. PW 2017-86 2017 Road to Better Roads Program – Change Order No. 1
2. PW 2017-89 Kennedy Road Resurfacing – Change Order No. 1

Economic Development Committee Report:

1. EDC 2017-58 Downtown TIF Ordinance

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

1. PZC 2017-14 and EDC 2018-06 Bristol Bay Subdivision
 - a. Ordinance Approving a Second Amendment to the Annexation Agreement Dated April 26, 2005, Pertaining to the Bristol Bay Subdivision
 - b. Ordinance Approving the Final Plat of Resubdivision of Bristol Bay Lot 2048 – Unit 9 and Lot 2049 – Unit 11
2. PZC 2017-15 and EDC 2018-05 Ordinance Approving an Amended Final Plat for The Cedarhurst of Yorkville Planned Unit Development

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Additional Business:

Executive Session:

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.

Citizen Comments:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: January 17, 2018 – 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: February 6, 2018 – 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: April 5, 2018 – 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: January 16, 2018 – 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, January 9, 2018
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. PW 2017-87 2017 Road to Better Roads Program Additional Work – Change Order No. 1

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

Removed _____

Notes _____

2. PW 2017-88 Center Parkway / Countryside Parkway Resurfacing – Change Order No. 1

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

Removed _____

Notes _____

3. PW 2017-90 2018 Sanitary Sewer Lining Program – Professional Services Agreement for Design and Construction Engineering

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

Removed _____

Notes _____

4. PW 2017-91 East Orange Street Water Main Replacement Professional Services Agreement for Design Engineering

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

Removed _____

Notes _____

5. PW 2017-92 Bristol Bay Unit 11 – Partial Acceptance

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

Removed _____

Notes _____

6. PW 2017-93 Ordinance Amending the Water Meter Fees

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

Removed _____

Notes _____

MINUTES FOR APPROVAL:

1. Minutes of the City Council – November 28, 2017

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

Removed _____

Notes _____

2. Minutes of the City Council – December 12, 2017

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

Removed _____

Notes _____

BILLS FOR PAYMENT:

1. Bills for Payment (Informational)

Notes _____

MAYOR'S REPORT:

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

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

Removed _____

Notes _____

2. CC 2018-01 Resolution Approving an Amendment to the United City of Yorkville Employee Manual (Policy Against Harassment)

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

Removed _____

Notes _____

3. CC 2018-02 Request for Proposals for Playground Equipment at Windett Ridge Park

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

Removed _____

Notes _____

4. CC 2018-03 Request for Proposals for Playground Equipment at Purcell Park

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

Removed _____

Notes _____

PUBLIC WORKS COMMITTEE REPORT:

1. PW 2017-86 2017 Road to Better Roads Program – Change Order No. 1

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

Removed _____

Notes _____

2. PW 2017-89 Kennedy Road Resurfacing – Change Order No. 1

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

Removed _____

Notes _____

ECONOMIC DEVELOPMENT COMMITTEE REPORT:

1. EDC 2017-58 Downtown TIF Ordinance

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

Removed _____

Notes _____

PLANNING AND ZONING COMMISSION REPORT:

1. PZC 2017-14 and EDC 2018-06 Bristol Bay Subdivision

a. Ordinance Approving a Second Amendment to the Annexation Agreement Dated April 26, 2005, Pertaining to the Bristol Bay Subdivision

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

Removed _____

b. Ordinance Approving the Final Plat of Resubdivision of Bristol Bay Lot 2048 – Unit 9 and Lot 2049 – Unit 11

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

Removed _____

Notes _____

2. PZC 2017-15 and EDC 2018-05 Ordinance Approving an Amended Final Plat for The Cedarhurst of Yorkville Planned Unit Development

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

Removed _____

Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



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

Agenda Item Number

Consent Agenda #1

Tracking Number

PW 2017-87

Agenda Item Summary Memo

Title: 2017 Road to Better Roads

Meeting and Date: City Council – January 9, 2018

Synopsis: Consideration of Change Order No. 1 and Final – Additional Work

Council Action Previously Taken:

Date of Action: PW 12/19/17 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2017-87

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: December 11, 2017
Subject: 2017 RTBR Change Order No. 1 – Additional Work

The purpose of this memo is to present Change Order No. 1 for the above referenced project.

A Change Order, as defined by in the General Conditions of the Contract Documents, is a written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

Background:

The United City of Yorkville and D Construction, Inc. entered into an agreement for Additional Work with a contract value of \$454,857.47 for the above referenced project.

Construction is now substantially complete.

Questions Presented:

Should the City approve Change Order No. 1 – Additional Work, which would decrease the original contract by \$22,081.07?

Discussion:

The Change Order included additions/deletions to the contract quantities to reflect as-built quantities and new pay items for unexpected field conditions (see attached for detail).

No additional change orders are anticipated as the project is complete. We anticipate final contract values of \$432,776.40 for the additional work.

We are recommending approval of the Change Order.

Action Required:

Consideration of approval from the City Council for the Change Order.

Total Net Change: \$ (22,081.07)

Amount of Original Contract: \$ 454,857.47

Amount of Previous Change Orders: \$ -

Amount of adjusted/final contract: \$ 432,776.40

Total net deduction to date \$ (22,081.07) which is -4.85 % of the contract price.
 (addition, deduction)

State fully the nature and reason for the change: All changes reflect final measured quantities. See attached for changes which in excess
of \$10,000.

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- The undersigned has determined that the change is germane to the original contract as signed.
- The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law.

Prepared by: 
Engineering Enterprises, Inc.
 Title of Preparer

For County and Road District Projects

 Highway Commissioner

 Date

Submitted/Approved

 County Engineer/Superintendent of Highways

 Date

For Municipal Projects

 Municipal Officer

 Title of Municipal Officer

 Date

Approved

 Regional Engineer

 Date

Note: Make out separate form for change in length quantities.
 Give net quantities
 Submit 6 Originals
 If plans are required attached 3 sets.

Reasons for changes to pay items in which the change to the contract exceeds \$10,000.00:

Level Binder Machine Method, N50

Decrease of \$11,613.80.

Milling thicknesses were adjusted to prevent delamination of existing HMA lifts to remain. This led to a decrease of the material used as Level Binder. This change reflects the actual tonnage delivered.

Hot-Mix Asphalt Surface Course, Mix "D" N50

Increase of \$20,672.30.

Additional HMA Surface Course was delivered to increase the cross slope of Spring Street and Walsh Drive to provide better drainage. This change reflects the actual tonnage delivered.

Class D Patches, 4 inch

Decrease of \$49,368.00.

Patches were laid out once the existing HMA surface was removed or in locations where no milling was to take place. In the locations where the HMA surface was removed, the remaining asphalt thickness did not exceed 2.5". The Contractor agreed to preform patching at 2.5" under a separate Agreed Unit Price. This change reflects the actual field measurements.

Hot-Mix Asphalt Surface Course, Mix "D" N50 (Parking Lot)

Increase of \$18,148.20.

Several parking lots included in the project called for a 3-inch HMA Surface Removal. While doing the removal, the existing pavement was found to be +/-3-3/4" thick. The existing 3/4" was in poor condition and was not stable enough to support construction traffic or provide a stable base for subsequent paving operations. Additional existing HMA was removed which led to an increase in the amount of HMA Level Binder delivered to the project. This change reflects actual delivered tonnages.

AUP – Class D Patches, 2-1/2 inch

Increase of \$10,504.10.

As stated above in the description for Class D Patches 4 inch, the Contractor performed 2-1/2" patching at an Agreed Unit Price. The email with the AUP is attached. This change reflects actual field measurements.

AUP – Inlet Adjustment with New 7525Z Frame and Grate

Increase of \$7,800.00.

Several Inlet adjustments required custom frame and grates to match the existing curb and gutter type. The contractor provided an AUP for the item which replaced the contract line item "Inlet Adjustment with New Type 3 Frame and Grate." The email with the Agreed Unit Price is attached.

Force Account – Parking Lot Undercut

Increase of \$3,849.39.

The base of the City Parking Lot (Old Second Bank Building) was a saturated clay and was not suitable for paving over. The Contractor performed undercuts of the existing base on a time and material basis. The Force Account bill is attached.

AUP – Sunday Crack Seal Labor

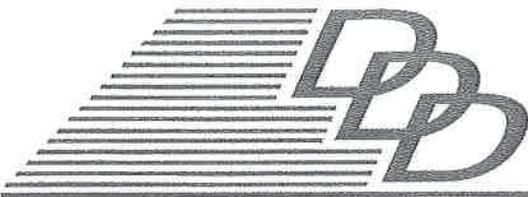
Increase of \$2,496.00.

The Subcontractor required an upcharge for Sunday Work. A letter stating the amount for the upcharge is attached.

Michael R. Brouch

From: Ken Wilhelmi <k.wilhelmi@dconstruction.net>
Sent: Tuesday, July 18, 2017 8:10 AM
To: Michael R. Brouch
Subject: Yorkville MFT

2.5" Patching ~1200 sy @ \$23/sy



"D" Construction, Inc.

General Contractor

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

United City of Yorkville
610 Tower Lane
Yorkville, IL 60560
Attn: Michael R. Brouch

July 7, 2017

Re: 2017 MFT - Frame & Grate 7525Z AUP

Gentlemen:

In reference to the above captioned project, it is our pleasure to quote you on additional paving work.

DESCRIPTION	Bid Quantity	Unit	Unit Price	Amount
MANHOLE ADJ W/NEW F&G 7525Z	9.0 8.0 mRB	EA	\$975.00	\$8,775.00 7,800.00 mRB
		TOTAL		\$8,775.00 7,800.00 mRB

Qualifications: PLEASE NOTE

- * Final billing shall be based upon the actual quantities of work performed at the unit prices quoted above.
- * We must have a signed contract within 30 days in order to hold these prices.
- * Terms of payment will be agreed upon before any work is started.

Respectfully submitted,

17-00047

K. L. Wilbur
"D" Construction, Inc.

D Construction
1488 So. Broadway
Coal City, IL 60416

Customer: City Of Yorkville

Job: 17-00047- 2017 MFT & LOCAL PROGRAM

Auth. No:

Contract:

County: KENDALL

Force account bill for: PARKING LOT STONE

Section: 17-00000-00-GM

Labor Week End Date	10/01/17	09/25/17	09/26/17	09/27/17	09/28/17	09/29/17	09/30/17	10/01/17	Extra Earning	S.T.	O.T.	D.T.	Rate	Insurance Amount	Payroll Amount	Earnings to Date	F.U.T	S.U.T
Darik Wilson, Operator Journeyman		0.00	6.50	0.00	0.00	0.00	0.00	0.00	0.00	5.00	1.50	0.00	48.30	313.95	350.18	97,991.77	0.00	0.00
Scott McGurk, Laborer Journeyman		0.00	7.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	1.00	0.00	41.20	288.40	309.00	65,383.20	0.00	0.00
Week Ending 10/01/17														602.35	659.18		0.00	0.00
Total Payroll															659.18			
Chicago Laborers									7.00 Hours @ 27.79						194.53			
Operators 150									6.50 Hours @ 37.48						243.62			
Total Fringe															438.15			
Subtotal Labor															1,097.33			
Plus 35.00% of \$1,097.33															384.07			
Total Labor															1,481.40			

Payroll Additives

Public Liability and Property Damage Ins	4.60% of 659.18	30.32
Workmen's Compensation Ins.	18.38% of 602.35	110.71
Fica Employer	6.20% of 659.18	40.87
FUTA	0.80% of 0.00	0.00
Medicare - Employer	1.45% of 659.18	9.56
SUTA IL DCON	8.95% of 0.00	0.00
Subtotal Payroll Additives		191.46
Plus 10.00% of \$191.46		19.15
Total Payroll Additives		210.61

D Construction
1488 So. Broadway
Coal City, IL 60416

Customer: City Of Yorkville

Job: 17-00047- 2017 MFT & LOCAL PROGRAM

Contract:

Force account bill for: PARKING LOT STONE

Auth. No:

County: KENDALL

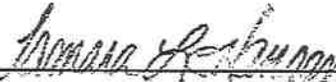
Section: 17-00000-00-GM

Total Labor with Additives

1,692.01

I hereby certify that the above statement is a copy of the portion of the payroll report which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

(Signed)



D Construction

Customer: City Of Yorkville

Job: 17-00047- 2017 MFT & LOCAL PROGRAM

Auth. No:

Contract:

County: KENDALL

Force account bill for: PARKING LOT STONE

Section: 17-00000-00-GM

Equip	Week	End	Date	10/01/17	09/25/17	09/26/17	09/27/17	09/28/17	09/29/17	09/30/17	10/01/17	Total Hours	Rate	Amount
Gradall	XI4100				0.00	6.50	0.00	0.00	0.00	0.00	0.00	6.50	112.05	728.33
														<u>728.33</u>
														728.33
														<u>728.33</u>
														<u>728.33</u>
														<u>728.33</u>

SL / Rented Equipment	UOM	Quantity	Unit Cost	Amount
M.d. Miller Trucking And Topsoil Inc.	HR	5.50	105.00	577.50
Tkt Trucking Inc.	HR	4.50	100.00	450.00
				<u>1,027.50</u>
				Plus 5.00% of \$1,027.50
				<u>51.38</u>
				<u>1,078.88</u>

Material	UOM	Quantity	Unit Cost	Amount
Central Limestone Co. Inc. PGE	TON	61.58	4.50	277.11
				<u>277.11</u>
				Plus 15.00% of \$277.11
				<u>41.57</u>
				<u>318.68</u>

D Construction
1488 So. Broadway
Coal City, IL 60416

Customer: City Of Yorkville

Job: 17-00047- 2017 MFT & LOCAL PROGRAM

Auth. No:

Contract:

County: KENDALL

Force account bill for: PARKING LOT STONE

Section: 17-00000-00-GM

This is to certify that the material entered on this force account bill which was taken from is shown at our cost.

(Signed) 
D Construction

Total Labor	1.692.01
Total Equipment Expense	728.33
Total Subcontractor Expense	1,078.88
Total Material Expense	318.68
Total	<u><u>3,817.90</u></u>

Bond .75%	28.63
Plus 10% on Bond	2.86
Total Bill	<u><u>3,849.39</u></u>

Resident

Michael R. Brouch

From: Ken Wilhelmi <k.wilhelmi@dconstruction.net>
Sent: Tuesday, July 18, 2017 8:10 AM
To: Michael R. Brouch
Subject: Yorkville MFT

2.5" Patching ~1200 sy @ \$23/sy

DENLER, INC.

19148 S. 104th Avenue, Mokena, IL 60448
(708) 479-5005 • Fax (708) 479-7199
www.parkinglots.net

Estimate #: 8497

Submitted To: D Construction	Date: 11/21/20
Address: 1488 S. Broadway Coal City, IL 60416	Phone: (815)955-9940 Fax: (815)634-8748
Contact: Ken Wilhelmi	Job Name: City Of Yorkville - 2017 - Weekend
	Job Location: Yorkville, IL
	Prop. Owned By: City Of Yorkville

1. WEEKEND WORK - Parking Lot & Roadway area (approx. 1 Lump Sum), work to include: Additional charge for crew scheduled to work a Sunday **\$2,496.00**

MOBILIZATIONS: Price based on a 1 mobilization(s).

SALES TAX: Prices do not include the applicable sales tax on materials and other related taxable items to be used on this project.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer _____

Signature _____

Date of Acceptance _____

CONFIRMED:

Denler, Inc.

Authorized
Signature _____



Title David Denler, Estimator

Site Development

Asphalt & Concrete Paving • Lighting • Excavations
Concrete Curb Construction • Sewer Construction • Grading

Site Maintenance

Sweeping • Seal Coating • Asphalt Patching & Repair
Concrete Repairs • Crack & Joint Routing & Repair • Striping



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

Agenda Item Number

Consent Agenda #2

Tracking Number

PW 2017-88

Agenda Item Summary Memo

Title: Center Parkway / Countryside Parkway Resurfacing

Meeting and Date: City Council – January 9, 2018

Synopsis: Consideration of Change Order No. 1 and Final

Council Action Previously Taken:

Date of Action: PW 12/19/17 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2017-88

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: December 11, 2017

Subject: Center Parkway/Countryside Parkway Resurfacing Change Order No. 1 & Final

The purpose of this memo is to present Change Order No. 1 for the above referenced project.

A Change Order, as defined by in the General Conditions of the Contract Documents, is a written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

Background:

The United City of Yorkville and D Construction, Inc. entered into an agreement for a contract value of \$239,317.66 for the above referenced project.

Construction is now substantially complete.

Questions Presented:

Should the City approve Change Order No. 1 & Final, which would decrease the original contract by \$35,395.58?

Discussion:

The Change Orders included additions/deletions to the contract quantities to reflect as-built quantities and new pay items for unexpected field conditions (see attached for detail for items which exceed a \$10,000 change).

No additional change orders are anticipated as the project is complete. We anticipate a final contract value of \$209,922.08.

We are recommending approval of the Change Order.

Action Required:

Consideration of approval from the City Council for the Change Order.



Date: 12/8/2017

County: Kendall

Request No. 1 Final

Road District or Municipality: United City of Yorkville

Contractor: D Construction

Section No. N/A

Address: 1488 S. Broadway
Coal City, IL 60416

I recommend that this deduction be made from the above contract.
(addition, extension, deduction) (to, from)

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

Item Description	Unit	Quantity	Unit Price	Addition(A) or Deduction(D)	Total Addition	Total Deduction
TOPSOIL F & P 4	SQ YD	75.00	10.00	D	\$ -	\$ 750.00
SODDING SALT TOLERANT	SQ YD	75.00	10.00	D	\$ -	\$ 750.00
SUPPLE WATERING	UNIT	5.00	330.00	D	\$ -	\$ 1,650.00
BIT MATLS TACK CT	POUND	9934.00	0.01	D	\$ -	\$ 99.34
HMA SURF REM BUTT JT	SQ YD	23.60	9.00	A	\$ 212.40	\$ -
LEV BIND MM N50	TON	376.03	55.00	D	\$ -	\$ 20,681.65
HMA SC "D" N50	TON	141.60	55.00	A	\$ 7,788.00	\$ -
INCIDENTAL HMA SURF	TON	10.00	150.00	D	\$ -	\$ 1,500.00
PC CONC SIDEWALK 5	SQ FT	166.00	7.00	A	\$ 1,162.00	\$ -
CRACK ROUTING (PAVT)	FOOT	285.00	0.04	D	\$ -	\$ 11.40
CRACK FILLING	POUND	65.00	2.51	D	\$ -	\$ 163.15
DETECTABLE WARNINGS	SQ FT	56.00	25.00	A	\$ 1,400.00	\$ -
HMA SURF REM 2 1/2	SQ YD	1123.30	1.50	D	\$ -	\$ 1,684.95
COMB CURB GUTTER REM	FOOT	55.10	5.00	A	\$ 275.50	\$ -
SIDEWALK REM	SQ FT	161.20	2.00	A	\$ 322.40	\$ -
CL D PATCH T1 4	SQ YD	100.00	28.00	D	\$ -	\$ 2,800.00
CL D PATCH T2 4	SQ YD	100.00	28.00	D	\$ -	\$ 2,800.00
CL D PATCH T3 4	SQ YD	200.00	28.00	D	\$ -	\$ 5,600.00
CL D PATCH T4 4	SQ YD	468.30	26.00	D	\$ -	\$ 12,175.80
MAN ADJUST	EACH	1.00	375.00	D	\$ -	\$ 375.00
VV ADJUST	EACH	1.00	290.00	D	\$ -	\$ 290.00
VALVE BOX ADJ	EACH	2.00	150.00	D	\$ -	\$ 300.00
COMB CC&G TB6.12	FOOT	55.10	35.00	A	\$ 1,928.50	\$ -
SHORT TERM PAVT MKING	FOOT	100.00	0.80	D	\$ -	\$ 80.00
WORK ZONE PAVT MK REM	SQ FT	35.00	1.00	D	\$ -	\$ 35.00
THPL PVT MK LTR & SYM	SQ FT	146.40	2.98	A	\$ 436.27	\$ -
THPL PVT MK LINE 4	FOOT	60.00	1.02	A	\$ 61.20	\$ -
THPL PVT MK LINE 6	FOOT	539.50	1.36	A	\$ 733.72	\$ -
THPL PVT MK LINE 8	FOOT	45.10	1.70	A	\$ 76.67	\$ -
THPL PVT MK LINE 12	FOOT	165.70	2.21	A	\$ 366.20	\$ -
THPL PVT MK LINE 24	FOOT	111.70	3.85	A	\$ 430.05	\$ -
DET LOOP REPL	FOOT	13.40	33.00	D	\$ -	\$ 442.20
FRAMES & LIDS SPECIAL	EACH	1.00	700.00	A	\$ 700.00	\$ -
RESTORATION	SQ YD	75.00	12.00	A	\$ 900.00	\$ -
Total Changes:					\$ 16,792.91	\$ 52,188.49

Total Net Change: \$ (35,395.58)

Amount of Original Contract: \$ 239,317.66

Amount of Previous Change Orders: _____

Amount of adjusted/final contract: \$ 203,922.08

Total net deduction to date \$ (35,395.58) which is -14.79 % of the contract price.
(addition, deduction)

State fully the nature and reason for the change: All changes reflect final measured quantities. See attached for changes which in excess
of \$10,000.

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- The undersigned has determined that the change is germane to the original contract as signed.
- The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law.

Prepared by: 
Engineering Enterprises, Inc.
Title of Preparer

For County and Road District Projects

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For Municipal Projects

Municipal Officer

Title of Municipal Officer

Date

Approved

Regional Engineer

Date

Note: Make out separate form for change in length quantities.
Give net quantities
Submit 6 Originals
If plans are required attached 3 sets.

Reasons for changes to pay items in which the change to the contract exceeds \$10,000.00:

Level Binder Machine Method N50

Decrease of \$20,681.65.

Field measurements yielded a smaller area than was called for in the plans which led to less material being need than called for in the plans. The level binder was paved at a thickness closer to 3/4" than the 1" called for in the plans.

Class D Patches, Type IV, 4 inches

Decrease of \$12,175.80.

Patching was laid out after the existing surface had been milled off. The existing asphalt base was in significantly better condition than assumed at the time plans were developed. The patching was determined to be unnecessary.



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

Agenda Item Number

Consent Agenda #3

Tracking Number

PW 2017-90

Agenda Item Summary Memo

Title: 2018 Sanitary Sewer Lining Engineering Agreement

Meeting and Date: City Council – January 9, 2018

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: PW 12/19/17 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2017-90

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: <u>Bart Olson</u>	<u>Administration</u>
Name	Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: December 13, 2017
Subject: 2018 Sanitary Sewer Lining Engineering Agreement

Summary

Approval of an engineering agreement with EEI for design and construction engineering for the 2018 sanitary sewer lining program.

Background

This item was last discussed by the City Council in October 2017, when the City Council approved an engineering agreement for design and construction engineering work related to the 2018 Road to Better Roads program. As part of that determination, the staff selected various sanitary sewers on the southeast side of the City for lining in 2018 (map included as an exhibit to the agreement). Accordingly, EEI has submitted an engineering agreement for our consideration for the design and construction engineering of the sanitary sewer lining program.

The attached contract contains a \$9,827 fixed cost for design engineering and \$9,379 cost estimate for construction engineering. These amounts are included in the FY 18 sewer fund budget.

Recommendation

Staff recommends approval of the engineering agreement with EEI for design and construction engineering for the 2018 sanitary sewer lining program.

**2018 Sanitary Sewer Lining Program
United City of Yorkville, Kendall County, IL
Professional Services Agreement - Design and Construction Engineering**

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included exhibits. Design and Construction engineering will be provided for sanitary sewer lining (see Exhibit 5 for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Exhibit 3. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$9,827 and Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$9,379. Direct expenses are estimated at \$750. The hourly rates for this project are shown in the attached 2017 Standard Schedule of Charges (Exhibit 6). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

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

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

I. Indemnification:

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

J. Insurance :

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

K. Additional Terms or Modification:

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

*2018 Sanitary Sewer Lining Program
United City of Yorkville
Professional Services Agreement
Design and Construction Engineering*

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

- Exhibit 1:** Professional Engineering Services
- Exhibit 2:** Limitation of Authority, Duties and Responsibilities of the Resident Construction Observer
- Exhibit 3:** Estimate of Level of Effort and Associated Cost
- Exhibit 4:** Anticipated Project Schedule
- Exhibit 5:** Location Map
- Exhibit 6:** 2017 Standard Schedule of Charges

L. Notices:

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this ____ day of _____, 2017.

United City of Yorkville:

Engineering Enterprises, Inc.:

Gary Golinski
Mayor

Brad Sanderson, P.E.
Vice President

Beth Warren
City Clerk

Angie Smith
Executive Assistant

EXHIBIT 1

SECTION A - PROFESSIONAL DESIGN ENGINEERING SERVICES

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

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

5. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
6. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.
7. The ENGINEER will attend the bid opening and tabulate the bid proposal, make an analysis of the bids, and make recommendations for awarding contracts for construction.
8. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.

9. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule(s) as summarized in Exhibit 4: “Anticipated Project Schedule – 2018 Sanitary Sewer Lining Program” dated December 5, 2017.

SECTION B - PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

The ENGINEER shall furnish professional construction engineering services as follows:

1. The ENGINEER will review, for conformance with the design concept, shop and working drawings required by the construction Contract Documents and indicate on the drawings the action taken. Such action shall be taken with reasonable promptness.
2. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
3. The ENGINEER will evaluate and determine acceptability of substitute materials and equipment proposed by Contractor(s).
4. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.

5. The ENGINEER will provide general engineering review of the work of the contractor(s) as construction progresses to ascertain that the contractor is conforming to the design concept.
 - (a) ENGINEER shall have authority, as the OWNER's representative, to require special inspection of or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with requirements of, and the results certified indicate compliance with, the Contract Documents).
 - (b) During such engineering review, ENGINEER shall have the authority, as the OWNER's representative, to disapprove of or reject contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

6. The ENGINEER will provide resident construction observation. Resident construction observation shall consist of visual inspection of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such observation shall not be relied upon by others as acceptance of the work. The ENGINEER's undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. Exhibit 2 - The Limitations of Authority, Duties and Responsibilities of the Resident Construction Observer is attached to this Agreement.

7. The ENGINEER will cooperate and work closely with representatives of the OWNER.

8. Based on the ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Construction Observer, and upon review of applications for payment with the accompanying data and schedules by the contractor, the ENGINEER:
 - (a) Shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation).

 - (b) By recommending any payment, ENGINEER will not hereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in the Agreement and the Contract Documents. ENGINEER's review of contractor(s)' work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what

purposes any contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and contractor that might affect the amount that should be paid.

9. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, and others on a timely basis.
10. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit the statement of completion to and obtain the written acceptance of the facility from the OWNER.
11. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident construction observer and from the resident construction observer's construction data.
12. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
13. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be at the hourly rates as described in the attached Exhibit 6: Standard Schedule of Charges dated January 1, 2017.

The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.

14. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
15. The ENGINEER will provide construction engineering services in accordance with the periods summarized in Exhibit 4: "Anticipated Project Schedule – 2018 Sanitary Sewer Lining Program" dated December 5, 2017.

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

SECTION C – COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for professional design engineering services in the amount of \$9,827 (FF) as summarized on Exhibit 3: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for 2018 Sanitary Sewer Lining” dated December 5, 2017.
 - (a) The compensation for the professional design engineering services shall be payable as follows:
 - (1) A sum which does not exceed ninety percent (90%) of the total compensation payable under Section C-1 shall be paid in monthly increments for work actually completed and invoiced, for grant administration and for the preparation and submission to the OWNER and/or IEPA of the construction drawings, specifications, cost estimates and contract documents.
 - (2) A sum which, together with the compensation paid pursuant to Section C-1(a)(1) above, equals one hundred percent (100%) of the total compensation due and payable in accord with Section C-1 above, shall be due immediately after the award of construction contract(s) is approved by the corporate authorities.
2. The OWNER shall compensate the ENGINEER for the construction administration, construction staking, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services on the basis of Hourly Rates (HR) as described on the attached Exhibit 6: Standard Schedule of Charges dated January 1, 2017. The estimated values are included in Exhibit 3: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for 2018 Sanitary Sewer Lining” dated December 5, 2017 and are estimated at \$ 9,379 Hourly (HR).

- (a) The compensation for the construction administration, construction staking, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services shall be payable as follows:
 - (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

- 3. The OWNER shall compensate the ENGINEER for direct expenses as identified in the contract and as noted on Exhibit 3 at the actual cost or hourly cost for the work completed.
 - (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

- 4. The compensation for any additional engineering services authorized by the OWNER pursuant to Section D shall be payable as follows:
 - (a) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

SECTION D – ADDITIONAL ENGINEERING SERVICES

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

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

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

Payment for the services specified in this Section E shall be as agreed in writing between the OWNER and the ENGINEER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period,

the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period. Payment for services noted in D shall be at Actual Cost (AC), Fixed Fee (FF) or Hourly (HR).

SECTION E - SPECIAL PROVISIONS

1. OWNER'S RESPONSIBILITIES

- (a) Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
- (b) Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.
- (c) Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
- (d) Provide legal, accounting, right-of-way acquisition and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the contractor.

- (e) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and in accordance with the Project timetable.
 - (f) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
 - (g) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.
 - (h) Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
2. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
 3. The ENGINEER has not been retained or compensated to provide design services relating to the contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
 4. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.

5. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Costs and Construction Costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction costs he shall employ an independent cost-estimator.

6. Access to Records:
 - (a) The ENGINEER agrees to include subsections E-6(b) through E-6(e) below in all contracts and all subcontracts directly related to project services which are in excess of \$25,000.

 - (b) The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Agency or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.

 - (c) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

- (d) The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection E-6(b) above, to the Agency. Where the audit concerns the ENGINEER, the auditing agency shall afford the ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
 - (e) Records under subsection E-6(b) above shall be maintained and made available during performance on Agency loan work under this agreement and until three years from date of final Agency loan audit for the project. In addition, those records which relate to any “dispute” appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
7. Covenant Against Contingent Fees - The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. Covenant Against Contingent Fees - The loan recipient warrants that no person or agency has been employed or retained to solicit or secure a PWSLP loan upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Agency shall have the right to annul the loan or to deduct from the loan or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9. Certification Regarding Debarment – The ENGINEER certifies that the services of anyone that has been debarred or suspended under Federal Executive Order 12549 has not, and will not, be used for work under this Agreement.

10. Affirmative Action – The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.

11. The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

EXHIBIT 2

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

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

- (b) Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.

- (c) Liaison:
 - (1) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist him in understanding the intent of the Contract Documents.

 - (2) Assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

 - (3) As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper erection of the work.

- (d) Shop Drawings and Samples:
 - (2) Receive and record date of receipt of Shop Drawings and samples.

 - (3) Receive samples which are furnished at the site by contractor, and notify ENGINEER of their availability for examination.

 - (3) Advise ENGINEER and contractor or its superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

- (e) Review of Work, Rejection of Defective Work, Inspections and Tests:
- (1) Conduct on-site inspection of the work in progress to assist ENGINEER in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
 - (2) Report to ENGINEER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, test or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when he believes work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.
 - (3) Verify that tests, equipment and systems start-ups, and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that contractor maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
 - (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.
- (f) Interpretation of Contract Documents: Transmit to contractor ENGINEER's clarifications and interpretations of the Contract Documents.

(g) Modifications: Consider and evaluate contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.

(h) Records:

(1) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

(2) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.

(4) Record names, addresses and telephone numbers of all contractor's, subcontractors and major suppliers of materials and equipment.

(i) Reports:

(1) Furnish ENGINEER periodic reports as required of progress of the work and contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.

- (2) Consult with ENGINEER in advance of schedule major tests, inspections or start of important phases of the work.
 - (3) Report immediately to ENGINEER upon the occurrence of any accident.
- (j) Payment Requisitions: Review applications for payment with contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- (k) Certificates, Maintenance and Operating Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the work.
- (l) Completion:
 - (1) Before ENGINEER issues a Statement of Substantial Completion, submit to contractor a list of observed items requiring completion or correction.
 - (2) Conduct final review in the company of ENGINEER, OWNER and contractor and prepare a final list of items to be completed or corrected.
 - (3) Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.



EXHIBIT 3
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR
PROFESSIONAL ENGINEERING SERVICES FOR
 2018 SANITARY SEWER LINING PROGRAM
 United City of Yorkville, IL
 December 5, 2017

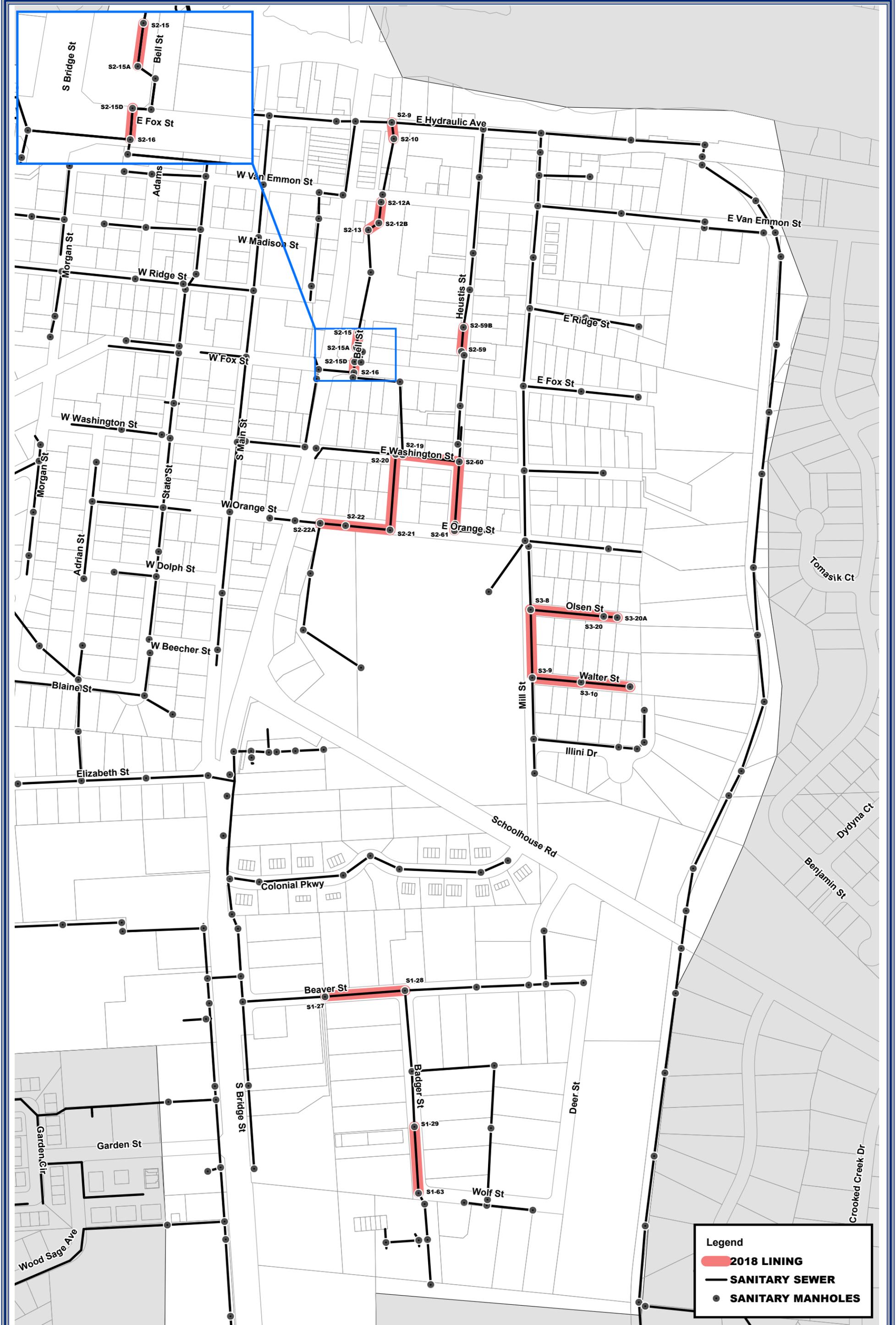
WORK ITEM NO.	WORK ITEM	ENTITY:												WORK ITEM HOUR SUMM.	COST PER ITEM	
		PROJECT ROLE:	ENGINEERING				SURVEYING			DRAFTING			ADMIN.			
			PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	PROJECT MANAGER	SENIOR PROJECT SURVEYOR II	PROJECT TECHNICIAN	CAD MANAGER	PROJECT TECHNICIAN	GIS TECHNICIAN	ADMIN.			
HOURLY RATE:	\$191	\$185	\$155	\$133	\$168	\$155	\$145	\$145	\$121	\$67	\$80					
FINAL ENGINEERING																
2.1	Project Management and Administration		1	6		4								11	\$ 1,833	
2.2	Project Meetings		2	2		-								4	\$ 752	
2.3	Bid Package, Specifications and Estimates			4		24							20	48	\$ 5,272	
2.4	Bidding and Contracting		1	3		8								14	\$ 1,970	
	Final Engineering Subtotal:		4	15		-	36		-	-	-	-	20	77	\$ 9,827	
CONSTRUCTION ENGINEERING																
3.1	Contract Administration		1	8		6								15	\$ 2,469	
3.2	Construction Layout and Record Drawings			1										1	\$ 185	
3.3	Observation and Documentation			4		45								49	\$ 6,725	
	Construction Engineering Subtotal:		1	13		51		-	-	-	-	-	-	65	\$ 9,379	
	PROJECT TOTAL:		5	28		87		-	-	-	-	-	20	2	142	\$ 19,206

DIRECT EXPENSES	
Printing =	\$ 250
Mileage =	\$ 500
Material Testing =	\$ -
Environmental Assessment =	\$ -
DIRECT EXPENSES =	\$ 750

LABOR SUMMARY	
Engineering Expenses =	\$ 17,706
Surveying Expenses =	\$ -
Drafting Expenses =	\$ 1,340
Administrative Expenses =	\$ 160
TOTAL LABOR EXPENSES =	\$ 19,206

TOTAL EXPENSES =	\$ 19,956
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\\Mikway\EEL\Storage\Public\Yorkville\2017\YD1744-P 2018 Sanitary Sewer Lining\PSA(E).Exhibit 3 - Level of Effort.xlsx#Fee Summary



Legend

- 2018 LINING
- SANITARY SEWER
- SANITARY MANHOLES

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: October 2017
 PROJECT NO.: YQ1744
 BY: MJT
 PATH: H:\GIS\PUBLIC\YORKVILLE\2017
 FILE: YQ1744_2018 Proposed.MXD



SANITARY LINING LOCATION MAP



Standard Schedule of Charges

January 1, 2017

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

CREW RATES, VEHICLES AND REPROGRAPHICS

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

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



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

Agenda Item Number

Consent Agenda #4

Tracking Number

PW 2017-91

Agenda Item Summary Memo

Title: East Orange Street Water Main Replacement – Engineering Agreement

Meeting and Date: City Council – January 9, 2018

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: PW 12/19/17 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2017-91

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 13, 2017
Subject: East Orange Street Water Main Replacement Project Engineering Agreement

Summary

Approval of an engineering agreement with EEI for design engineering related to the East Orange St water main replacement project.

Background

This item was last discussed by the City Council in October 2017, when the City Council approved an engineering agreement for design and construction engineering work related to the 2018 Road to Better Roads program. As part of that determination, the City Council selected the East Orange St water main project to be funded out of the water fund's 2018 RTBR budget. Accordingly, EEI has submitted an engineering agreement for our consideration for the design of the project.

The attached contract contains a \$43,000 fixed cost for design engineering only. This amount is included in the FY 18 budget. This contract does not contain a construction engineering component, which would come forward at a later date depending on the decisions made by the City Council on the project after the design is completed. The City Council has \$250,000 budgeted for water main work in 2018, but the Orange St water main project could easily reach \$800,000 for a full replacement. The idea behind the design-only engineering contract would be to dive into the details of the area to make better decisions about which section to do first and how large that section will be, and then to proceed with a construction engineering contract for that part.

Recommendation

Staff recommends approval of the engineering agreement with EEI for design engineering related to the East Orange St water main replacement project.

**East Orange Street Water Main Replacement
United City of Yorkville, Kendall County, IL
Professional Services Agreement - Design Engineering**

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included exhibits. Design engineering will be provided for approximately 1,650 linear feet of 8-inch water main improvements on East Orange Street (see Exhibit 5 for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Exhibit 3. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$43,000. Direct expenses are estimated at \$750. The hourly rates for this project are shown in the attached 2017 Standard Schedule of Charges (Exhibit 6). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

*East Orange Street Water Main Replacement
United City of Yorkville
Professional Services Agreement
Design and Construction Engineering*

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

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

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

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

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

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

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

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

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

I. Indemnification:

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

J. Insurance :

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

K. Additional Terms or Modification:

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

*East Orange Street Water Main Replacement
United City of Yorkville
Professional Services Agreement
Design and Construction Engineering*

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

- Exhibit 1:** Professional Engineering Services
- ~~**Exhibit 2:** Limitation of Authority, Duties and Responsibilities of the Resident Construction Observer~~
- Exhibit 3:** Estimate of Level of Effort and Associated Cost
- Exhibit 4:** Anticipated Project Schedule
- Exhibit 5:** Location Map
- Exhibit 6:** 2017 Standard Schedule of Charges

L. Notices:

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this ____ day of _____, 2017.

United City of Yorkville:

Engineering Enterprises, Inc.:

Gary Golinski
Mayor

Brad Sanderson, P.E.
Vice President

Beth Warren
City Clerk

Angie Smith
Executive Assistant

EXHIBIT 1

SECTION A - PROFESSIONAL DESIGN ENGINEERING SERVICES

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

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

5. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
6. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.
7. The ENGINEER will attend the bid opening and tabulate the bid proposal, make an analysis of the bids, and make recommendations for awarding contracts for construction.
8. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.

9. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule(s) as summarized in Exhibit 4: “Anticipated Project Schedule – East Orange Street Water Main Replacement” dated December 7, 2017.

~~SECTION B – PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES~~

~~The ENGINEER shall furnish professional construction engineering services as follows:~~

- ~~1. The ENGINEER will review, for conformance with the design concept, shop and working drawings required by the construction Contract Documents and indicate on the drawings the action taken. Such action shall be taken with reasonable promptness.~~
- ~~2. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.~~
- ~~3. The ENGINEER will evaluate and determine acceptability of substitute materials and equipment proposed by Contractor(s).~~
- ~~4. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.~~

~~5. The ENGINEER will provide general engineering review of the work of the contractor(s) as construction progresses to ascertain that the contractor is conforming to the design concept.~~

~~(a) ENGINEER shall have authority, as the OWNER's representative, to require special inspection of or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with requirements of, and the results certified indicate compliance with, the Contract Documents).~~

~~(b) During such engineering review, ENGINEER shall have the authority, as the OWNER's representative, to disapprove of or reject contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.~~

~~6. The ENGINEER will provide resident construction observation. Resident construction observation shall consist of visual inspection of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such observation shall not be relied upon by others as acceptance of the work. The ENGINEER's undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. Exhibit 2 - The Limitations of Authority, Duties and Responsibilities of the Resident Construction Observer is attached to this Agreement.~~

~~7. The ENGINEER will cooperate and work closely with representatives of the OWNER.~~

~~8. Based on the ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Construction Observer, and upon review of applications for payment with the accompanying data and schedules by the contractor, the ENGINEER:~~

~~(a) Shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation).~~

~~(b) By recommending any payment, ENGINEER will not hereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in the Agreement and the Contract Documents. ENGINEER's review of contractor(s)' work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what~~

~~purposes any contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and contractor that might affect the amount that should be paid.~~

- ~~9. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, and others on a timely basis.~~
- ~~10. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit the statement of completion to and obtain the written acceptance of the facility from the OWNER.~~
- ~~11. The ENGINEER will provide the OWNER with one set of reproducible record (as built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident construction observer and from the resident construction observer's construction data.~~
- ~~12. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.~~
- ~~13. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be at the hourly rates as described in the attached Exhibit 6: Standard Schedule of Charges dated January 1, 2017.~~

~~The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.~~

~~14. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.~~

~~15. The ENGINEER will provide construction engineering services in accordance with the periods summarized in Exhibit 4: "Anticipated Project Schedule - East Orange Street Water Main Replacement" dated December 7, 2017.~~

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

SECTION C – COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for professional design engineering services in the amount of \$43,000 Fixed Fee as summarized on Exhibit 3: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for East Orange Street Water Main Replacement” dated December 7, 2017.
 - (a) The compensation for the professional design engineering services shall be payable as follows:
 - (1) A sum which does not exceed ninety percent (90%) of the total compensation payable under Section C-1 shall be paid in monthly increments for work actually completed and invoiced, for grant administration and for the preparation and submission to the OWNER and/or IEPA of the construction drawings, specifications, cost estimates and contract documents.
 - (2) A sum which, together with the compensation paid pursuant to Section C-1(a)(1) above, equals one hundred percent (100%) of the total compensation due and payable in accord with Section C-1 above, shall be due immediately after the award of construction contract(s) is approved by the corporate authorities.
- ~~2. The OWNER shall compensate the ENGINEER for the construction administration, construction staking, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services on the basis of Hourly Rates (HR) as described on the attached Exhibit 6: Standard Schedule of Charges dated January 1, 2017. The estimated values are included in Exhibit 3: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for East Orange Street Water Main~~

~~Replacement” dated December 7, 2017 and are estimated at \$XXXX Hourly (HR).~~

~~(a) The compensation for the construction administration, construction staking, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services shall be payable as follows:~~

~~(1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.~~

3. The OWNER shall compensate the ENGINEER for direct expenses as identified in the contract and as noted on Exhibit 3 at the actual cost or hourly cost for the work completed.

(1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

4. The compensation for any additional engineering services authorized by the OWNER pursuant to Section D shall be payable as follows:

(a) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

SECTION D – ADDITIONAL ENGINEERING SERVICES

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

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

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

Payment for the services specified in this Section E shall be as agreed in writing between the OWNER and the ENGINEER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period,

the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period. Payment for services noted in D shall be at Actual Cost (AC), Fixed Fee (FF) or Hourly (HR).

SECTION E - SPECIAL PROVISIONS

1. OWNER'S RESPONSIBILITIES

- (a) Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
- (b) Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.
- (c) Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
- (d) Provide legal, accounting, right-of-way acquisition and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the contractor.

- (e) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and in accordance with the Project timetable.
 - (f) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
 - (g) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.
 - (h) Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
2. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
 3. The ENGINEER has not been retained or compensated to provide design services relating to the contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
 4. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.

5. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Costs and Construction Costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction costs he shall employ an independent cost-estimator.

6. Access to Records:
 - (a) The ENGINEER agrees to include subsections E-6(b) through E-6(e) below in all contracts and all subcontracts directly related to project services which are in excess of \$25,000.

 - (b) The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Agency or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.

 - (c) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

- (d) The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection E-6(b) above, to the Agency. Where the audit concerns the ENGINEER, the auditing agency shall afford the ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
 - (e) Records under subsection E-6(b) above shall be maintained and made available during performance on Agency loan work under this agreement and until three years from date of final Agency loan audit for the project. In addition, those records which relate to any “dispute” appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
7. Covenant Against Contingent Fees - The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. Covenant Against Contingent Fees - The loan recipient warrants that no person or agency has been employed or retained to solicit or secure a PWSLP loan upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Agency shall have the right to annul the loan or to deduct from the loan or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9. Certification Regarding Debarment – The ENGINEER certifies that the services of anyone that has been debarred or suspended under Federal Executive Order 12549 has not, and will not, be used for work under this Agreement.

10. Affirmative Action – The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.

11. The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

EXHIBIT 2

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

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

~~(b) — Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.~~

~~(c) — Liaison:~~

~~(1) — Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist him in understanding the intent of the Contract Documents.~~

~~(2) — Assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.~~

~~(3) — As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper erection of the work.~~

~~(d) — Shop Drawings and Samples:~~

~~(2) — Receive and record date of receipt of Shop Drawings and samples.~~

~~(3) — Receive samples which are furnished at the site by contractor, and notify ENGINEER of their availability for examination.~~

~~(3) — Advise ENGINEER and contractor or its superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.~~

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

~~(1) — Conduct on site inspection of the work in progress to assist ENGINEER in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.~~

~~(2) — Report to ENGINEER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, test or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when he believes work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.~~

~~(3) — Verify that tests, equipment and systems start ups, and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that contractor maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.~~

~~(4) — Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.~~

~~(f) — Interpretation of Contract Documents: Transmit to contractor ENGINEER's clarifications and interpretations of the Contract Documents.~~

~~(g) — Modifications: Consider and evaluate contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.~~

~~(h) — Records:~~

~~(1) — Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.~~

~~(2) — Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.~~

~~(4) — Record names, addresses and telephone numbers of all contractor's, subcontractors and major suppliers of materials and equipment.~~

~~(i) — Reports:~~

~~(1) — Furnish ENGINEER periodic reports as required of progress of the work and contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.~~

- ~~(2) — Consult with ENGINEER in advance of schedule major tests, inspections or start of important phases of the work.~~
- ~~(3) — Report immediately to ENGINEER upon the occurrence of any accident.~~
- ~~(j) — Payment Requisitions: Review applications for payment with contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.~~
- ~~(k) — Certificates, Maintenance and Operating Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the work.~~
- ~~(l) — Completion:~~
- ~~(1) — Before ENGINEER issues a Statement of Substantial Completion, submit to contractor a list of observed items requiring completion or correction.~~
- ~~(2) — Conduct final review in the company of ENGINEER, OWNER and contractor and prepare a final list of items to be completed or corrected.~~
- ~~(3) — Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.~~



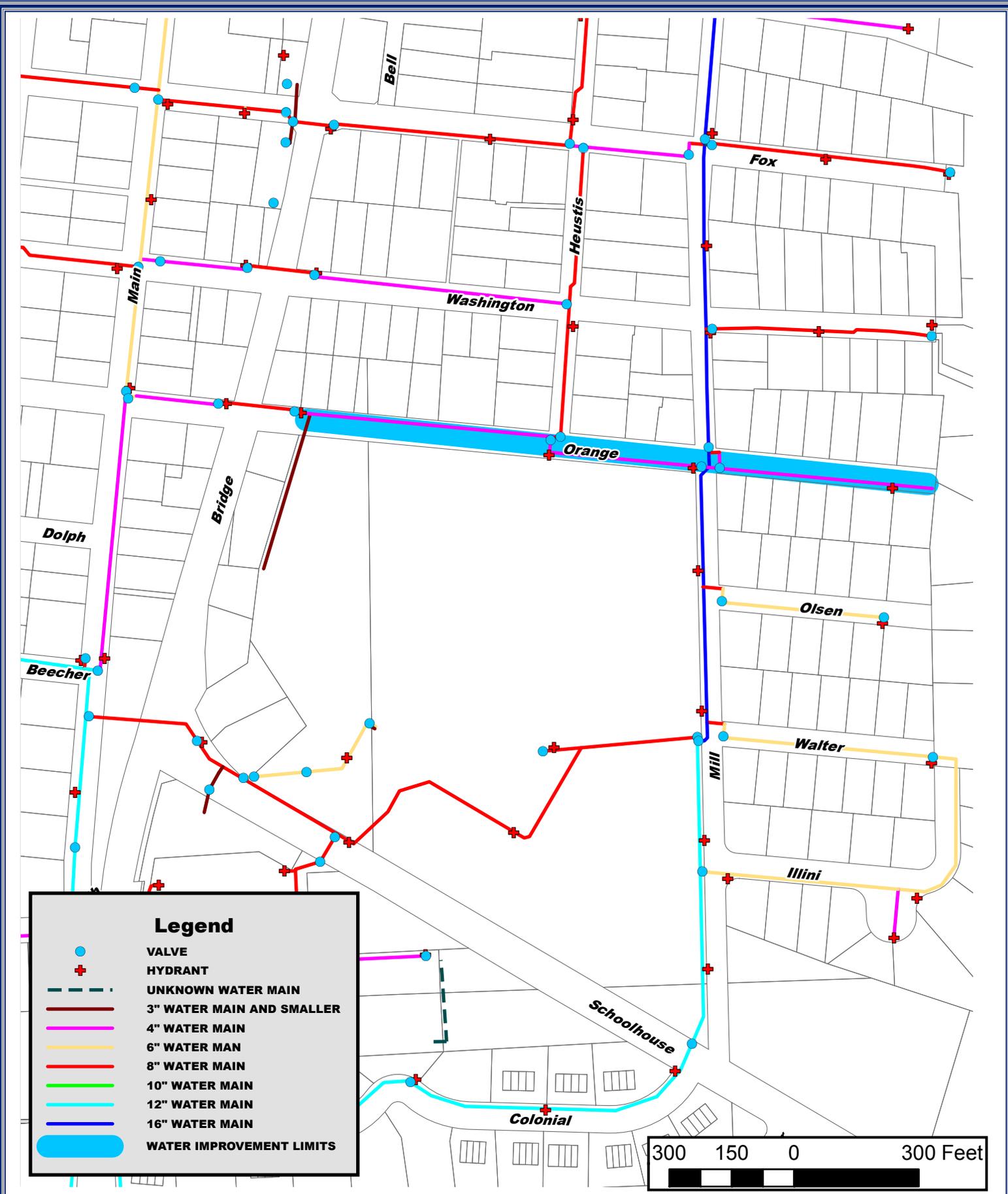
EXHIBIT 3
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR
PROFESSIONAL ENGINEERING SERVICES FOR
EAST ORANGE STREET WATER MAIN REPLACEMENT
 United City of Yorkville, IL
 December 7, 2017

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER I	PROJECT ENGINEER	PROJECT MANAGER	SENIOR PROJECT SURVEYOR II	PROJECT TECHNICIAN	CAD MANAGER	SENIOR PROJECT TECHNICIAN I	ADMIN.		
		HOURLY RATE:	\$191	\$185	\$155	\$133	\$168	\$155	\$145	\$145	\$133	\$80		
FINAL ENGINEERING														
2.1	Project Management and Administration		5	18	2	-	-	-	-	-	-	-	25	\$ 4,595
2.2	Project Meetings		3	4	6	-	-	-	-	-	-	-	13	\$ 2,243
2.3	Topographic Survey		-	-	-	-	8	23	-	-	-	-	31	\$ 4,909
2.4	Utility Coordination		-	-	1	3	-	-	-	-	-	-	4	\$ 554
2.5	Final Plans, Specifications and Estimates		8	10	70	45	-	-	-	15	35	-	183	\$ 27,043
2.6	Permitting		-	-	4	2	-	-	-	-	-	-	6	\$ 886
2.7	Bidding and Contracting		-	4	8	1	-	-	-	-	-	6	19	\$ 2,593
	Final Engineering Subtotal:		16	36	91	51	8	23	-	15	35	6	281	\$ 42,823
CONSTRUCTION ENGINEERING														
3.1	Contract Administration		-	-	-	-	-	-	-	-	-	-	-	\$ -
3.2	Construction Layout and Record Drawings		-	-	-	-	-	-	-	-	-	-	-	\$ -
3.3	Observation and Documentation		-	-	-	-	-	-	-	-	-	2	2	\$ 160
	Construction Engineering Subtotal:		-	-	-	-	-	-	-	-	-	2	2	\$ 160
	PROJECT TOTAL:		16	36	91	51	8	23	-	15	35	8	283	42,983

DIRECT EXPENSES	
Printing =	\$ 250
Mileage =	\$ -
Material Testing =	\$ -
Environmental Assessment =	\$ 500
DIRECT EXPENSES =	\$ 750

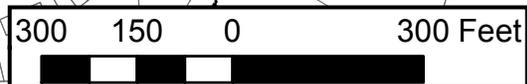
LABOR SUMMARY	
Engineering Expenses =	\$ 30,604
Surveying Expenses =	\$ 4,909
Drafting Expenses =	\$ 6,830
Administrative Expenses =	\$ 640
TOTAL LABOR EXPENSES =	\$ 42,983

TOTAL EXPENSES =	\$ 43,733
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Legend

- VALVE
- + HYDRANT
- - - UNKNOWN WATER MAIN
- 3" WATER MAIN AND SMALLER
- 4" WATER MAIN
- 6" WATER MAIN
- 8" WATER MAIN
- 10" WATER MAIN
- 12" WATER MAIN
- 16" WATER MAIN
- WATER IMPROVEMENT LIMITS



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

DATE:	December 2017
PROJECT NO.:	YO1751
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2016\
FILE:	YO1751_Location Map.mxd

LOCATION MAP





Standard Schedule of Charges

January 1, 2017

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

CREW RATES, VEHICLES AND REPROGRAPHICS

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

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



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

Agenda Item Number

Consent Agenda #5

Tracking Number

PW 2017-92

Agenda Item Summary Memo

Title: Bristol Bay Subdivision – Unit 11

Meeting and Date: City Council – January 9, 2018

Synopsis: Subdivision Partial Acceptance Consideration

Council Action Previously Taken:

Date of Action: PW 12/19/17 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2017-92

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

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

Date: November 27, 2017
 Subject: Bristol Bay – Unit 11

Pulte has requested that the City accept the public improvements for a portion of Bristol Bay – Unit 11 for ownership and maintenance (see attached).

All work related to the public improvements, including punch list work in the area described has been completed. We recommend that the public improvements (water main, sanitary sewer and storm sewer) as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

As required by City Code, the developer will be responsible to provide a performance guarantee to cover the one-year maintenance period. This period starts after the City formally accepts the improvements. The amount required is to be 10% of the value of the public improvements. Accordingly, the guarantee shall be as follows:

Unit 11 Improvements (Partial)

Original Value of Improvements \$161,591.65
Required Maintenance Guarantee Value (10% of Original) \$16,159.00

There are currently three (3) bonds that cover improvements within Unit 11. The reduction (\$907,282.55) and release of those bonds will be addressed as part of the Bristol Bay Resubdivision and are summarized below.

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
	\$907,282.55				

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



November 2, 2017

Krysti J. Barksdale-Noble, AICP
Community Development Director
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

Re: Unit 9 and 11 Condominiums in Bristol Bay

Dear Ms. Barksdale-Noble,

It is my understanding that the Site Improvements, have been completed and at this time, I am respectfully requesting formal acceptance of the Bristol Bay Unit 9 and 11 improvements, in Yorkville.

Unit 9 – Bond # SU1114160 Mass Grading; # SU114154 Site Improvements; # SU114157 Landscaping Improvements

Unit 11 – Bond # SU1114162 Mass Grading; # SU114155 Site Improvements; # SU114156 Landscaping Improvements

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

Sincerely,

CENTEX

A handwritten signature in blue ink that reads "JoAnne M. Bowers".

JoAnne M. Bowers
DRE/HOA Manager

Cc: Bradley P. Sanderson, P.E., Vice President, Engineering Enterprises, Inc.
Joe W. Marx



BILL OF SALE

Seller, _____, in consideration of One and 00/100th Dollar (\$1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 800 Game Farm Road, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Bristol Bay – Unit 11, and generally shown on Exhibit B.

Seller hereby represents and warrants to *Buyer* that *Seller* is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that *Seller* has full right, power, and authority to sell said property and to make this Bill of Sale.

IN WITNESS WHEREOF, *Seller* has signed and sealed this Bill of Sale at _____, this ____ day of _____, 20__.

Subscribed and *Sworn* to
before me this ____ day
of _____, 20__.

Notary Public

EXHIBIT A (PARTIAL ACCEPTANCE)

BRISTOL BAY - UNIT 11

UNITED CITY OF YORKVILLE

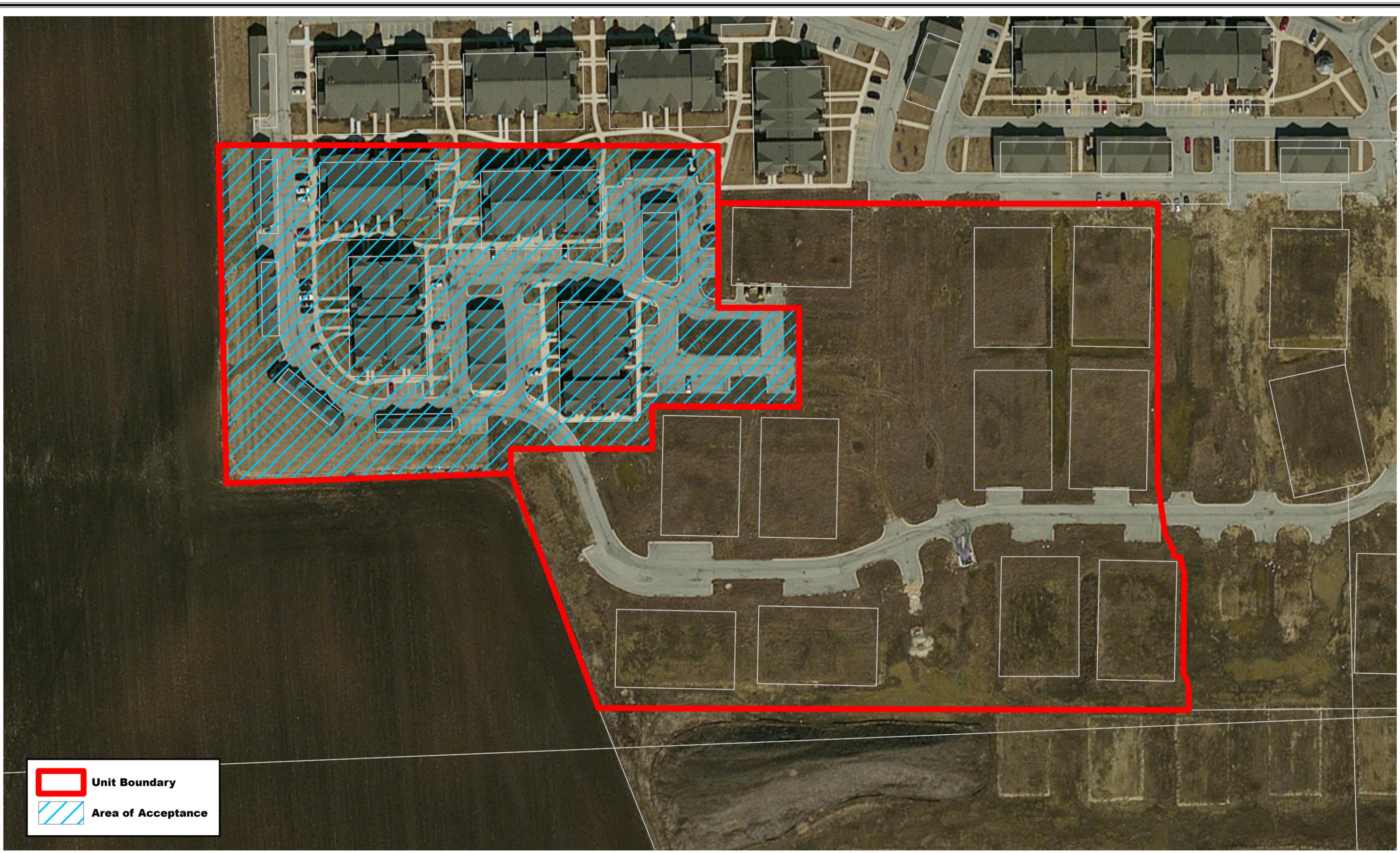
UTILITIES	UNIT	QUANTITY
SANITARY SEWER CONSTRUCTION		
6" SANITARY SEWER SERVICE	FOOT	128
8" PVC (SDR 26) SANITARY SEWER (<10' DEEP)	FOOT	746
8" PVC (SDR 26) SANITARY SEWER (10'-15' DEEP)	FOOT	86
8" PVC (SDR 26) SANITARY SEWER (10'-15' DEEP)	FOOT	0
4' MANHOLES (<10' DEEP)	EACH	6
4' MANHOLES (10'-15' DEEP)	EACH	5
4' MANHOLES (15'-20' DEEP)	EACH	0
TRENCH BACKFILL	CU YD	250
WATER MAIN CONSTRUCTION		
2 - INCH WATER MAIN SERVICE, COPPER TY K	FOOT	208
6 - INCH WATER MAIN, DUCTILE IRON	FOOT	13
8 - INCH WATER MAIN, DUCTILE IRON	FOOT	1,078
WATER VALVE AND VALVE BOX, 8"	EACH	2
FIRE HYDRANTS WITH AUXILARY VALVE	EACH	2
TRENCH BACKFILL	CU YD	260
STORM SEWER CONSTRUCTION		
STORM SEWERS, CLASS A, 12"	FOOT	733
STORM SEWERS, CLASS A, 15"	FOOT	347
STORM SEWERS, CLASS A, 18"	FOOT	268
STORM SEWERS, CLASS A, 21"	FOOT	0
STORM SEWERS, CLASS A, 24"	FOOT	0
STORM SEWERS, CLASS A, 30"	FOOT	218
STORM SEWERS, CLASS A, 36"	FOOT	0
STORM SEWERS, CLASS A, 42"	FOOT	0
STORM SEWERS, CLASS A, 48"	FOOT	0
CATCH BASINS, TYPE A 4" DIAMETER, TYPE 11 FRAME & GRATE	EACH	1
CATCH BASINS, TYPE A 5" DIAMETER, TYPE 11 FRAME & GRATE	EACH	0
CATCH BASINS, TYPE A 4' DIAMETER, TYPE 8 GRATE	EACH	1
CATCH BASINS, TYPE A 4' DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	0
INLETS, TYPE A 2' DIAMETER, TYPE 8 GRATE	EACH	2
INLETS, TYPE A 2' DIAMETER, TYPE 11 FRAME, OPEN LID	EACH	3
INLETS, TYPE A 2' DIAMETER, TYPE 11 FRAME & GRATE	EACH	1
MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME CLOSED LID	EACH	4
MANHOLES, TYPE A, 4' DIAMETER, TYPE 8 GRATE	EACH	1
MANHOLES, TYPE A, 4' DIAMETER, TYPE 11 FRAME & GRATE	EACH	3
MANHOLES, TYPE A, 5' DIAMETER, TYPE 1 FRAME CLOSED LID	EACH	0

EXHIBIT A (PARTIAL ACCEPTANCE)

BRISTOL BAY - UNIT 11

UNITED CITY OF YORKVILLE

MANHOLES, TYPE A, 5' DIAMETER, TYPE 8 GRATE	EACH	0
MANHOLES, TYPE A, 5' DIAMETER, TYPE 11 FRAME & GRATE	EACH	3
MANHOLES, TYPE A, 6' DIAMETER, TYPE 1 FRAME OPEN LID	EACH	0
MANHOLES, TYPE A, 6' DIAMETER, TYPE 8 GRATE	EACH	1
MANHOLES, TYPE A, 6' DIAMETER, TYPE 11 FRAME & GRATE	EACH	1
MANHOLES, TYPE A, 7' DIAMETER, TYPE 11 FRAME & GRATE	EACH	0
MANHOLES, TYPE A, 8' DIAMETER, TYPE 11 FRAME & GRATE	EACH	0



 **Unit Boundary**
 **Area of Acceptance**


Engineering Enterprises, Inc.
 CONSULTING ENGINEERS
 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
<http://www.yorkville.il.us>

NO.	DATE	REVISIONS

DATE:	NOVEMBER 2017
PROJECT NO.:	YO1728
PATH:	H:/GIS/PUBLIC/YORKVILLE/2017/
FILE:	YO1728-BRISTOL BAY UNIT 11.MXD

BRISTOL BAY
 UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS

UNIT 11
LOCATION MAP





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

Agenda Item Number

Consent Agenda #6

Tracking Number

PW 2017-93

Agenda Item Summary Memo

Title: Revision to Water Meter Price – Section 7-5-4-1

Meeting and Date: City Council – January 9, 2018

Synopsis: Updated costs to Section 7-5-4-1 to the City’s Code to match the water meter price
That was authorized by City Council on July 25, 2017

Council Action Previously Taken:

Date of Action: PW 12/19/17 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2017-93

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: December 19, 2017
Subject: Revision to Water Meter Price – Section 7-5-4-1

Summary

Updated costs to Section 7-5-4-1 to the City's Code to match the water meter price that was authorized by City Council on July 25, 2017.

Background

Several sections of the code were modified and adopted by the City Council in October, 2017. Unfortunately, the water meter price was not updated to reflect the price increase that was authorized by City Council on July 25, 2017.

CURRENT LANGUAGE:

7-5-4-1: METER COSTS:

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

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

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

* used only when necessitated by plumbing code

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

APPROVED LANGUAGE (July 25, 2017)/PROPOSED LANGUAGE:

7-5-4-1: METER COSTS

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

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

Residential Meter Costs:

<i>Meter Size</i>	<i>Cost</i>
<i>¾ inch</i>	<i>\$550.00</i>
<i>1 inch*</i>	<i>\$700.00</i>

**used only when necessitated by plumbing code*

Non-Residential Meter Costs:

<i>Meter Size</i>	<i>Cost</i>
<i>1.5 inch</i>	<i>\$2,300.00</i>
<i>2 inches</i>	<i>\$2,500.00</i>
<i>3 inches</i>	<i>\$3,100.00</i>

Recommendation

Staff recommends approval of the City Council approved language from July 25, 2017, as outlined in the Ordinance Amending the Water Meter Fees.

Ordinance No. 2018-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS
AMENDING THE WATER METER FEES**

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 water meter fee includes for new construction the cost of the meter, outside reader, wire, residential backflow prevention device, couplers, flanges and installation of the outside reader; 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: That Section 7-5-4-1 of the Yorkville City Code be and is hereby amended to read as follows:

“7-5-4-1: METER COSTS

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

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

Residential Meter Costs:

Meter Size	Cost
¾ inch	\$550.00
1 inch*	\$700.00

*used only when necessitated by plumbing code

Non-Residential Meter Costs:

Meter Size	Cost
1.5 inch	\$2,300.00
2 inches	\$2,500.00
3 inches	\$3,100.00

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2018.

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 _____, 2018.

Mayor



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 28, 2017

Meeting and Date: City Council – January 9, 2018

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 28, 2017**

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

City Clerk Warren called the roll.

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

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

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

Alderman Funkhouser requested that Item # 12 on the consent agenda, Ordinance Amending the Code of Ordinances Regulating On-Street Parking (Mill Street) (PW 2017-82), be moved to the regular agenda under the Public Works Committee Report.

Alderman Tarulis requested that Item # 9 on the consent agenda, Kennedy Road Shared Use Path (ITEP) (PW 2017-79), be moved to the regular agenda under the Public Works Committee Report.

Alderman Colosimo requested that Item # 11 on the consent agenda, Kendall County TAP Grant Application (PW 2017-81), be moved to the regular agenda under the Public Works Committee Report.

Amendment approved unanimously by a viva voce vote.

PRESENTATIONS

Swearing-in of Patrol Officer – Robert J. Harris III

Mayor Golinski called Robert J. Harris III to the front. Mayor Golinski swore in Robert J. Harris III.

Doc Wilson Award

Mayor Golinski recognized former Mayor and current board of Fire and Police Commission Chairman, Bob Johnson, for receiving the Doc Wilson Award from the Illinois State Fire and Police Commissioner's Association. Mayor Golinski pointed out all of Mr. Johnson accomplishments to the City of Yorkville. Mayor Golinski presented a certificate to Mr. Johnson for being awarded the Doc Wilson Award. Mr. Johnson spoke and thanked the City. He also recognized his wife.

Employee Appreciation of Service

Pete Ratos

Mayor Golinski called Community Development Director Barksdale-Noble up to the front. She gave the background on Building Code Official Pete Ratos employment, and thanked him for his service and dedication to the City. Mayor Golinski presented Building Code Official Ratos with a certificate of appreciation for his five years of service to the United City of Yorkville.

Tom Konen

Mayor Golinski called Public Works Director Dhuse to the front. Public Works Director Dhuse gave the background on Tom Konen's employment. He was honored for five years of employment. Public Works Director Dhuse thanked Tom Konen for his five years of service.

Shay Remus

Mayor Golinski called Director of Parks and Recreation Evans and Shay Remus to the front. Director of Parks and Recreation Evans gave background on Shay Remus, and told her it was an honor to be standing

with her. Mayor Golinski presented Shay Remus with a token of appreciation for her ten years of service to Yorkville.

Police Chief Hart

Mayor Golinski stated that he would like to recognize Police Chief Hart. Mayor Golinski called Police Chief Hart to the front and gave the background on Police Chief Hart. Mayor Golinski thanked Police Chief Hart for his twenty-five years of service and dedication to the City of Yorkville. Mayor Golinski presented Police Chief Hart with a certificate of recognition. Police Chief Hart spoke about his twenty-five years of service. He thanked his wife and stated it is their twenty-five year anniversary this year.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

Jason Hedmen spoke in regards to item CC 2017-55 Tax Levy.

CONSENT AGENDA

1. Monthly Treasurer's Report for October 2017 (ADM 2017-80)
2. 2017 Bond Abatement Ordinances (ADM 2017-86)
 - a. **Ordinance 2017-56** abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$3,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2004B - *authorize Mayor and City Clerk to execute*
 - b. **Ordinance 2017 - 57** abating the tax levied for the year 2017 to pay the principal of and interest on the \$11,150,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2011- *authorize Mayor and City Clerk to execute*
 - c. **Ordinance 2017-58** abating the tax levied for the year 2017 to pay the principal of and interest on the \$1,235,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2014 - *authorize Mayor and City Clerk to execute*
 - d. **Ordinance 2017-59** abating the tax levied for the year 2017 to pay the principal of and interest on the \$4,295,000 General Obligation Bonds (Alternate Revenue Source), Series 2014A - *authorize Mayor and City Clerk to execute*
 - e. **Ordinance 2017-60** abating the tax levied for the year 2017 to pay the principal of and interest on the \$2,300,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2014B - *authorize Mayor and City Clerk to execute*
 - f. **Ordinance 2017-61** abating the tax levied for the year 2017 to pay the principal of and interest on the \$1,290,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2014C - *authorize Mayor and City Clerk to execute*
 - g. **Ordinance 2017-62** abating the tax levied for the year 2017 to pay the principal of and interest on the \$5,575,000 General Obligation Bonds (Alternate Revenue Source), Series 2015A - *authorize Mayor and City Clerk to execute*
 - h. **Ordinance 2017-63** abating the tax levied for the year 2017 to pay the principal of and interest on the \$5,800,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016 - *authorize Mayor and City Clerk to execute*
3. 2017 SSA Abatement Ordinances (ADM 2017-87)
 - a. **Ordinance 2014-64** Abating Special Service Area Taxes for Special Service Area Number 2003-100 (Raintree Village Project) and Approving the Amended Special Tax Roll - *authorize Mayor and City Clerk to execute*
 - b. **Ordinance 2017-65** Abating Special Service Area Taxes for Special Service Area Number 2003-101 (Windett Ridge Project) and Approving the Amended Special Tax Roll - *authorize Mayor and City Clerk to execute*
 - c. **Ordinance 2017-66** Abating Special Service Area Taxes for Special Service Area Number 2004-104 (Central Grande Reserve) and Approving the Amended Special Tax Roll - *authorize Mayor and City Clerk to execute*
 - d. **Ordinance 2017-67** Abating Special Service Area Taxes for Special Service Area Number 2004-107 (Raintree Village II Project) - *authorize Mayor and City Clerk to execute*
 - e. **Ordinance 2017-68** Abating Special Service Area Taxes for Special Service Area Numbers 2005-108 and 2005-109 Special Tax Refunding Bonds, Series 2016 (Autumn Creek Project and Bristol Bay I Project) - *authorize Mayor and City Clerk to execute*
4. **Ordinance 2017-69** for the Amended Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2018 and Ending April 30, 2019 in and for the United City of Yorkville Special Service Area Number 2004-201 (Fox Hill) - *authorize Mayor and City Clerk to execute* (ADM 2017-88)
5. Water Department Reports for July, August, and September 2017 (PW 2017-75)
6. 2017 Sanitary Sewer Lining – Change Order No. 1 - *authorize Mayor to execute* (PW 2017-76 2017)
7. West Washington Street Water Main Improvements – Change Order No. 1 - *authorize Mayor to execute* (PW 2017-77)

8. Countryside Water Main and Roadway Improvements – Change Order No. 2 - *authorize Mayor to execute* (PW 2017-78)
9. Fountain Village – Completion of Improvements – Engineering Agreement - *authorize Mayor and City Clerk to execute* (PW 2017-80)

Mayor Golinski entertained a motion to approve the consent agenda as amended. So moved by Alderman Colosimo; seconded by Alderman Frieders.

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

MINUTES FOR APPROVAL

1. Minutes of the Regular City Council – October 24, 2017

Mayor Golinski entertained a motion to approve the minutes of the regular City Council meeting of October 24, 2017 as presented; seconded by Alderman Koch.

Minutes approved unanimously by a viva voce vote.

BILLS FOR PAYMENT

Mayor Golinski stated that the bills were \$1,317,716.99.

REPORTS

MAYOR'S REPORT

Proclamation for Illinois Bicentennial

(CC 2017-54)

Mayor Golinski stated that there is a proclamation in the packet if anyone would like to read it.

Tax Levy
(CC 2017-55)

- a. **Resolution 2017-33** Requesting Separate Limiting Rates for All City Funds

Mayor Golinski entertained a motion to approve a resolution requesting separate limiting rates for all City funds and authorize the Mayor and City Clerk to execute. So moved by Alderman Frieders; seconded by Alderman Milschewski.

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

- b. **Ordinance 2017-70** for the Levy and Assessment of Taxes for the Fiscal Year Beginning on May 1, 2018 and Ending on April 30, 2019

Mayor Golinski entertained a motion to approve an ordinance for the levy and assessment of taxes for the fiscal year beginning on May 1, 2018 and ending on April 30, 2019 and authorize the Mayor and City Clerk to execute. So moved by Alderman Tarulis; seconded by Alderman Funkhouser.

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

TIF 1 / TIF 2 Process
(CC 2017-56)

Mayor Golinski stated this is just an update on the TIF 1 / TIF 2 process. He stated that City Administrator Olson attended the Kendall County Board Finance Committee and Committee of the whole meeting. City Administrator Olson gave an update. Alderman Funkhouser, City Administrator Olson, Mayor Golinski, and City Attorney Orr discussed this further.

PUBLIC WORKS COMMITTEE REPORT

Kennedy Road Shared Use Path (ITEP) – Authorization No. 3 (PW 2017-79)

Alderman Frieders made a motion for authorization No. 3 on the Kennedy Road Shared Use Path and authorize the City Administrator to execute; seconded by Alderman Koch.

Motion approved by a roll call vote. Ayes-6 Nays-2
Frieders-aye Tarulis-nay, Colosimo-nay, Funkhouser-aye,
Milschewski-aye, Hernandez-aye, Koch-aye, Plocher-aye

Kendall County TAP Grant Application

(PW 2017-81)

Alderman Frieders made a motion to authorize the Kendall County TAP Grant application and authorize staff to apply for right-of-way and or easement acquisition for the 2018 KC-Tap Grant Program for the Fox Road Shared-Use Path Project; seconded by Alderman Milschewski.

Motion approved by a roll call vote. Ayes-7 nays-1
Tarulis-aye, Colosimo-nay, Funkhouser-aye, Milschewski-aye,
Hernandez-aye, Koch-aye, Plocher-aye, Frieders-aye

Ordinance 2017-71

**Amending the Code of Ordinances Regulating On-Street
Parking (Mill Street)**

(PW 2017-82)

Alderman Frieders made a motion to approve an ordinance amending the code of ordinances regulation on-street parking (Mill Street) and authorize the Mayor and City Clerk to execute; seconded by Alderman Milschewski.

Alderman Funkhouser wanted more clarification on this issue. City Administrator Olson and Alderman Funkhouser discussed this.

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

ITEP Projects

(PW 2017-73)

- a. **Resolution 2017-34** Authorizing Application for the Illinois Transportation Enhancement Program and Execution of All Necessary Documents (Fox Road Shared-Use Path)
- b. **Resolution 2017-35** Authorizing Application for the Illinois Transportation Enhancement Program and Execution of All Necessary Documents (ComEd Shared-Use Path)
- c. **Resolution 2017-36** Authorizing Application for the Illinois Transportation Enhancement Program and Execution of All Necessary Documents (Downtown Hill Streetscaping)

Alderman Frieders made a motion to approve a resolution authorizing application for the Illinois Transportation Enhancement Program and execution of all necessary documents (Fox Road Shared-Use Path); to approve a resolution authorizing application for the Illinois Transportation Enhancement Program and execution of all necessary documents (ComEd Shared-Use Path); and to approve a resolution authorizing application for the Illinois Transportation Enhancement Program and execution of all necessary documents (Downtown Hill Streetscaping) and authorize the Mayor and City Clerk to execute; seconded by Alderman Milschewski.

Alderman Frieders thinks these are all cool. Even though these are long shots, each have individual sets of merit. Alderman Koch commented on this issue.

Motion approved by a roll call vote. Ayes-7 Nays-1
Funkhouser-aye, Milschewski-aye, Hernandez-aye, Koch-aye,
Plocher-aye, Frieders-aye, Tarulis-aye, Colosimo-nay

**Ordinance Amending the Traffic Schedule and Index (Intersection of Heustis
Street and E. Van Emmon Street)**

(PW 2017-83)

Alderman Frieders made a motion to approve an ordinance amending the traffic schedule and index (Intersection of Heustis Street and E. Van Emmon Street) and authorize the Mayor and City Clerk to execute; seconded by Alderman Hernandez.

Alderman Milschewski clarified her request for a blinking light at this intersection. Alderman Koch supports the four way, also. Alderman Plocher agrees with Alderman Milschewski but stated there are about two nights a year where a car is unable to stop at that intersection. Someone will get hit. Alderman Funkhouser feels it should stay as a two way stop sign, but the line of site should be improved on the Northeast corner of the intersection. Alderman Colosimo commented on how traffic studies work. He feels the worst option would be flipping the stop signs. Alderman Colosimo feels the traffic study option is by far the worst option. He likes keeping it the way it is or making it a four way stop. Alderman Plocher stated the local residents approach that intersection as a four-way-stop. Alderman Milschewski offered examples of accidents at that intersection. Mayor Golinski stated what was the problem with flashing the stop signs like Alderman Milschewski brought up. City Administrator Olson stated that whatever action the City takes the focus should be on limiting the City's liability resulting from any accidents at the intersection. Alderman Colosimo stated from a liability standpoint, since the traffic study concluded there should be stop signs on Heustis, would the City reduce its liability by making it a four-way-stop. City Administrator Olson responded no and explained. Alderman Colosimo does not agree with the results of the traffic study. Alderman Frieders would like to consider the findings of the traffic study

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

No report.

STAFF REPORT

No report.

ADDITIONAL BUSINESS

None.

EXECUTIVE SESSION

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

1. For litigation
2. For collective negotiating matters

So moved by Alderman Colosimo; seconded by Alderman Hernandez.

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

The City Council entered Executive Session at 8:27 p.m.

The City Council returned to regular session at 9:08 p.m.

CITIZEN COMMENTS

None.

ADJOURNMENT

Mayor Golinski stated meeting adjourned.

Meeting adjourned at 9:09 p.m.

Minutes submitted by:

Beth Warren,
City Clerk, City of Yorkville, Illinois



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 #2

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – December 12, 2017

Meeting and Date: City Council – January 9, 2018

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, DECEMBER 12, 2017**

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

City Clerk Warren called the roll.

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

Also present: City Clerk Warren, City Attorney Orr, City Administrator Olson, Police Chief Hart, 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.

Detective Nelson

He called Police Chief Hart and Officer Nelson up to the front. Police Chief Hart gave background of Officer Nelson's employment. Police Chief Hart also discussed that in 2015 Officer Nelson was nominated for the Illinois Department of Public Health of Mercy Medical Services Hero Award. Detective Nelson was nominated for his quick response after a call, which required life saving efforts, where Detective Nelson performed CPR. Mayor Golinski, on behalf of the City, presented Detective Nelson with a certificate of recognition.

Amy Simmons

Mayor Golinski called Finance Director Fredrickson and Amy Simmons up to the front. Finance Director Fredrickson gave background of Ms Simmons employment. He also pointed out that she has recently completed her Certified Accounts Payable Associates Certification. Mayor Golinski, on behalf of the City, presented Ms Simmons with a memento for grateful appreciation for her ten years of dedicated 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.

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

CITIZEN COMMENTS ON AGENDA ITEMS

None.

CONSENT AGENDA

1. **Ordinance 2017-74** 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* (ADM 2017-85)

Mayor Golinski entertained a motion to approve the consent agenda as presented. So moved by Alderman Frieders; seconded by Alderman Koch.

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

MINUTES FOR APPROVAL

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

Mayor Golinski entertained a motion to approve the minutes of the regular City Council meeting of November 14, 2017 as presented. So moved by Alderman Frieders; seconded by Alderman Koch.

Alderman Funkhouser stated that the vote for the second item under the Mayor's Reports, the Riverfront Parking lot, was backwards. The vote should be all nays not all ayes.

Minutes, with corrections, approved unanimously by a viva voce vote.

BILLS FOR PAYMENT

Mayor Golinski stated that the bills were \$2,060,617.97.

REPORTS

MAYOR'S REPORT

Resolution 2017-38 Urging the Governor to Veto Senate Bill 1451 (Small Wireless Facilities)
(CC 2017-57)

Mayor Golinski entertained a motion to approve a resolution urging the Governor to veto senate Bill 1451 (Small Wireless Facilities) and authorize the Mayor and City Clerk to execute. So moved by Alderman Tarulis; seconded by Alderman Colosimo.

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

**Resolution 2017-39 Authorizing a Contract with Michael's Signs, Inc. of Racine, Wisconsin,
for the Downtown Wayfinding Signage Program**
(CC 2017-58)

Mayor Golinski entertained a motion to approve a resolution authorizing a contract with Michael's Signs, Inc. of Racine, Wisconsin, for the Downtown Wayfinding Signage Program and authorize the Mayor and City Clerk to execute. So moved by Alderman Frieders; seconded by Alderman Milschewski.

Alderman Frieders is excited about this program and hopes the City seeks input to create signs that are not ordinary. Alderman Funkhouser and Community Development Barksdale-Noble discussed this issue.

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

Meeting Schedule for 2018
(CC 2017-59)

Mayor Golinski entertained a motion to approve a meeting schedule for 2018 as presented. So moved by Alderman Milschewski; seconded by Alderman Plocher.

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

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

Mayor Golinski entertained a motion to approve a collective bargaining agreement between the International Union of Operating Engineers, Local 150, Public Employees Division and the United City of Yorkville and authorize the Mayor and City Clerk to execute. So moved by Alderman Frieders; seconded by Alderman Colosimo.

Motion approved by a roll call vote. Ayes-6 Nays-1
Koch-aye, Plocher-aye, Frieders-aye, Tarulis-aye,
Colosimo-aye, Funkhouser-nay, Milschewski-aye

PUBLIC WORKS COMMITTEE REPORT

No report.

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

No report.

PLAN COMMISSION

**Coffman Carpet Annexation and Rezoning
(PZC 2017-13)**

a. **Ordinance 2017-75** Annexing Certain Territory Located at 9290 Route 34 (Coffman Carpet)
Mayor Golinski entertained a motion to approve an ordinance annexing certain territory located at 9290 Route 34 (Coffman Carpet) and authorize the Mayor and City Clerk to execute. So moved by Alderman Funkhouser; seconded by Alderman Milschewski.

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

b. **Ordinance 2017-76** Authorizing the Execution of an Annexation Agreement for the Property at 9290 Route 34 (Coffman Carpet)
Mayor Golinski entertained a motion to approve an ordinance authorizing the execution of an annexation agreement for the property as 9290 Route 34 (Coffman Carpet) and authorize the Mayor and City Clerk to execute. So moved by Alderman Tarulis; seconded by Alderman Frieders.

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

c. **Ordinance 2017-77** Approving the Rezoning to B-3 General Business District for the Property Located at 9290 Route 34 (Coffman Carpet)
Mayor Golinski entertained a motion to approve an ordinance approving the rezoning to B-3 general business district for the property at 9290 Route 34 (Coffman Carpet) and authorize the Mayor and City Clerk to execute. So moved by Alderman Milschewski; seconded by Alderman Frieders.

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

ZONING BOARD OF APPEALS

No report.

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

School Board Meeting

Alderman Funkhouser attended the School Board Meeting. The TIF district was discussed. A few concerns were brought up, which were discussed. Other items were discussed, which were the potential impact of the residential properties that have been added. Another item was about the current homes that have been there, and what happens if those homes start growing.

AACVB

Alderman Funkhouser thinks the Council members received the AACVB invitation for the annual function. This will be a travel theme event out at the Aurora Airport.

Alderman Frieders stated that the III Ward of Yorkville is the most festive Ward in all of Yorkville. There are two related sets of Griswald's who are battling it out. One house is in Alderman Frieders' neighborhood and one in Alderman Funkhouser's neighborhood. The address is 2724 Alan Dale in Whispering Meadows and 2389 Iroquois in Klylins Ridge. He feels bad for these peoples neighbors. He is impressed with these residents festive attitudes. He wants to get as many people into the III Ward to look at these two houses.

STAFF REPORT

No report.

ADDITIONAL BUSINESS

Census Numbers

Mayor Golinski stated that Yorkville received its official census numbers. The population grew to 19,022. That is an increase of approximately 2100 more residents since the last census.

TIF Extension

Alderman Plocher stated that the County board voted no on the TIF extension, and wanted to know how this affects the City. City Administrator Olson responded to his questions. There was more discussion among Mayor Golinski, Alderman Plocher, City Administrator Olson, City Attorney Orr, Alderman Colosimo, and Alderman Koch.

EXECUTIVE SESSION

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

So moved by Alderman Colosimo; seconded by Alderman Frieders.

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

The City Council entered Executive Session at 7:31 p.m.

The City Council returned to regular session at 8:05 p.m.

CITIZEN COMMENTS

None.

ADJOURNMENT

Mayor Golinski stated meeting adjourned.

Meeting adjourned at 8:06 p.m.

Minutes submitted by:

Beth Warren,
City Clerk, City of Yorkville, Illinois

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UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

COUNCIL MEETING
PUBLIC HEARING

800 Game Farm Road
Yorkville, Illinois

Tuesday, December 12, 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. Joe Plocher, 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: We will go into public
5 hearing for PZC 2017-14, second amendment to that
6 certain Annexation Agreement (Bristol Bay
7 Subdivision) dated April 26, 2005, as amended
8 June 22, 2010, by and among Centex Homes,
9 (owner/developer), a Nevada General Partnership,
10 and the United City of Yorkville, Kendall County,
11 Illinois, for the purpose of amending the Bristol
12 Bay Subdivision related to replatting portions of
13 Units 9 and 11, relief of certain security
14 requirements for those undeveloped portions of
15 the aforementioned replatted units, release of
16 certain development bonds and the extension of
17 building permit, connection and impact fee locks
18 in effect as of the date of the original
19 agreement with no increases, other than those
20 incurred by the City for water meters, on the
21 development until April 25, 2025.

22 So do we have anyone from the public
23 who would like to comment on this? Please sign
24 in, state your name for the record.

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JOANNE BOWERS,

testified from the podium as follows:

MS. BOWERS: My name is Joanne Bowers and I am from Pulte Centex Homes. Sorry, I'm filling in here.

So Pulte is, again, just seeking amendment to that annexation agreement. Pulte is currently under contract with the land seller to sell off the lots for the remaining undeveloped lots where there is no home existing, and we also have the right of first refusal to buy those lots back, so we're just seeking an amendment to the annexation agreement for the bonding obligations that we currently have in the undeveloped units at Bristol Bay.

MAYOR GOLINSKI: Anyone from Council have any questions, comments, anything? Yes, ma'am.

MS. NOBLE: There is just one clarification. The petitioner is not asking for the fee extension that was listed in the public hearing notice. They have withdrawn that request.

MAYOR GOLINSKI: Okay. Yes.

1 ALDERMAN FUNKHOUSER: Generally I have
2 no issue with the reductions; I've talked to Bart
3 about a couple fees, they are all logical. They
4 don't have any debt.

5 The only issue that I wanted to ask
6 about was the potential road closure for the
7 private drive that comes in off of Rosenwinkel.

8 It would be my preference that that
9 be kept open just due to the traffic circulation
10 in that neighborhood. It's kind of a cluster
11 with what's going on out there, how it all works,
12 so it would be my preference that that would not
13 be allowed to be closed off, but I do understand
14 it is a private drive.

15 I know they have an interest in the
16 memo, they were looking to do that as well,
17 so -- but otherwise I have no issues other than
18 that.

19 MAYOR GOLINSKI: Okay. Anyone else?

20 (No response.)

21 MAYOR GOLINSKI: If not, we will close
22 the public hearing.

23 Thank you.

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(Which were all the
proceedings had in the
public hearing portion
of the meeting.)

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City Council - December 12, 2017 - Public Hearing

0	4:7, 4:12 annexation [2] - 4:7, 4:13 Annexation [1] - 3:6 annexed [1] - 7:10 applies [1] - 7:11 April [2] - 3:7, 3:21 assume [1] - 7:13 Attorney [1] - 2:13	computer-generated [1] - 7:7 connection [1] - 3:17 contract [1] - 4:8 control [1] - 7:15 copies [2] - 7:12, 7:14 correct [1] - 7:7 COUNCIL [1] - 1:8 Council [1] - 4:16 COUNTY [2] - 1:6, 7:2 County [1] - 3:10 couple [1] - 5:3 CSR [2] - 7:20, 7:20	Gary [1] - 2:2 General [1] - 3:9 generally [1] - 5:1 generated [1] - 7:7 Golinski [1] - 2:2 GOLINSKI [5] - 3:4, 4:16, 4:24, 5:19, 5:21	L	
084-002883 [1] - 7:20				land [1] - 4:8 LASALLE [1] - 7:2 listed [1] - 4:21 locks [1] - 3:17 logical [1] - 5:3 looking [1] - 5:16	
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1 [1] - 7:6 11 [1] - 3:13 12 [1] - 1:17	B			ma'am [1] - 4:18 Mayor [1] - 2:2 MAYOR [5] - 3:4, 4:16, 4:24, 5:19, 5:21 meeting [1] - 6:4 MEETING [1] - 1:8 memo [1] - 5:16 meters [1] - 3:20 Milschewski [1] - 2:5 MS [2] - 4:3, 4:19	
2	Barksdale [1] - 2:14 Barksdale-Noble [1] - 2:14 Bart [1] - 5:2 Bay [3] - 3:6, 3:12, 4:15 Beth [1] - 2:12 bonding [1] - 4:13 bonds [1] - 3:16 BOWERS [2] - 4:1, 4:3 Bowers [1] - 4:3 Bristol [3] - 3:6, 3:11, 4:15 building [1] - 3:17 buy [1] - 4:11	D			
2005 [1] - 3:7 2010 [1] - 3:8 2017 [1] - 1:17 2017-14 [1] - 3:5 2018 [1] - 7:17 2025 [1] - 3:21 22 [1] - 3:8 25 [1] - 3:21 26 [1] - 3:7 29th [1] - 7:17		date [1] - 3:18 dated [1] - 3:7 debt [1] - 5:4 December [2] - 1:17, 7:17 development [2] - 3:16, 3:21 Development [1] - 2:15 direction [1] - 7:15 Director [1] - 2:15 drive [2] - 5:7, 5:14 due [1] - 5:9	hand [2] - 7:13, 7:17 HEARING [1] - 1:9 hearing [6] - 3:3, 3:5, 4:22, 5:22, 6:3, 7:5 hereby [1] - 7:4 hereto [1] - 7:11 hereunto [1] - 7:16 home [1] - 4:10 Homes [2] - 3:8, 4:4		
7	C			I	
7 [1] - 7:6 7:00 [1] - 1:18		E		ILLINOIS [2] - 1:6, 7:1 Illinois [3] - 1:14, 3:11, 7:20 impact [1] - 3:17 inclusive [1] - 7:6 increases [1] - 3:19 incurred [1] - 3:20 interest [1] - 5:15 issue [2] - 5:2, 5:5 issues [1] - 5:17	
8	Carlo [1] - 2:3 Centex [2] - 3:8, 4:4 certain [3] - 3:6, 3:13, 3:16 certificate [1] - 7:10 certification [1] - 7:16 Certified [1] - 7:3 certified [1] - 7:12 certify [2] - 7:4, 7:10 Chris [1] - 2:6 Christine [2] - 7:3, 7:20 circulation [1] - 5:9 CITY [1] - 1:5 City [4] - 2:12, 2:13, 3:10, 3:20 clarification [1] - 4:20 Clerk [1] - 2:12 close [1] - 5:21 closed [1] - 5:13 closure [1] - 5:6 cluster [1] - 5:10 Colosimo [1] - 2:3 comment [1] - 3:23 comments [1] - 4:17 Community [1] - 2:14 complete [1] - 7:7 computer [1] - 7:7	effect [1] - 3:18 existing [1] - 4:10 extension [2] - 3:16, 4:21		J	
800 [1] - 1:13		F		Jackie [1] - 2:5 JOANNE [1] - 4:1 Joanne [1] - 4:3 Joe [1] - 2:8 Joel [1] - 2:7 June [1] - 3:8	
9				K	
9 [1] - 3:13		Farm [1] - 1:13 fee [2] - 3:17, 4:21 fees [1] - 5:3 Field [1] - 2:13 Field-Orr [1] - 2:13 filling [1] - 4:5 first [1] - 4:11 following [1] - 3:1 follows [1] - 4:2 foregoing [1] - 7:6 Frieders [1] - 2:7 FUNKHOUSER [1] - 5:1 Funkhouser [1] - 2:6		Kathleen [1] - 2:13 Ken [1] - 2:4 Kendall [1] - 3:10 KENDALL [1] - 1:6 kept [1] - 5:9 kind [1] - 5:10 Koch [1] - 2:4 Krysti [1] - 2:14	
A		G		P	
A.D [1] - 7:17 accuracy [1] - 7:14 aforementioned [1] - 3:15 aforesaid [1] - 7:9 Agreement [1] - 3:6 agreement [3] - 3:19, 4:7, 4:13 Alderman [7] - 2:3, 2:4, 2:5, 2:6, 2:7, 2:8, 2:9 ALDERMAN [1] - 5:1 allowed [1] - 5:13 ALSO [1] - 2:11 amended [1] - 3:7 amending [1] - 3:11 amendment [3] - 3:5,		Game [1] - 1:13		obligations [1] - 4:13 OF [3] - 1:5, 7:1, 7:2 one [1] - 4:19 open [1] - 5:9 original [2] - 3:18, 7:11 Orr [1] - 2:13 otherwise [1] - 5:17 owner/developer [1] - 3:9	
				p.m [1] - 1:18 Pages [1] - 7:6 Partnership [1] - 3:9 permit [1] - 3:17 petitioner [1] - 4:20 place [1] - 7:9 Plocher [1] - 2:8 podium [1] - 4:2 portion [1] - 6:3	

City Council - December 12, 2017 - Public Hearing

<p>portions [2] - 3:12, 3:14 potential [1] - 5:6 preference [2] - 5:8, 5:12 PRESENT [2] - 2:1, 2:11 private [2] - 5:7, 5:14 proceedings [4] - 3:2, 6:2, 7:5, 7:8 public [1] - 7:5 PUBLIC [1] - 1:9 public [6] - 3:3, 3:4, 3:22, 4:21, 5:22, 6:3 Pulte [3] - 4:4, 4:6, 4:7 purpose [1] - 3:11 PZC [1] - 3:5</p>	<p>sorry [1] - 4:4 SS [1] - 7:1 state [1] - 3:24 STATE [1] - 7:1 Subdivision [2] - 3:7, 3:12</p>
Q	T
<p>questions [1] - 4:17</p>	<p>Tarulis [1] - 2:9 testified [1] - 4:2 thereof [2] - 7:12, 7:16 traffic [1] - 5:9 transcribed [1] - 7:4 transcript [2] - 7:8, 7:11 true [1] - 7:7 Tuesday [1] - 1:17</p>
R	U
<p>record [1] - 3:24 reductions [1] - 5:2 refusal [1] - 4:11 related [1] - 3:12 release [1] - 3:15 relief [1] - 3:13 remaining [1] - 4:9 replatted [1] - 3:15 replatting [1] - 3:12 Reporter [1] - 7:4 reproduced [1] - 7:14 request [1] - 4:23 requirements [1] - 3:14 response [1] - 5:20 responsibility [1] - 7:13 road [1] - 5:6 Road [1] - 1:13 Rosenwinkel [1] - 5:7</p>	<p>under [3] - 4:8, 7:12, 7:14 undeveloped [3] - 3:14, 4:9, 4:14 UNITED [1] - 1:5 United [1] - 3:10 Units [1] - 3:13 units [2] - 3:15, 4:14</p>
	V
	<p>Vitosh [2] - 7:3, 7:20</p>
	W
	<p>Warren [1] - 2:12 water [1] - 3:20 WHEREUPON [1] - 3:1 withdrawn [1] - 4:22 works [1] - 5:11</p>
S	Y
<p>Seaver [1] - 2:9 second [1] - 3:5 security [1] - 3:13 seeking [2] - 4:6, 4:12 sell [1] - 4:9 seller [1] - 4:8 set [1] - 7:16 Shorthand [1] - 7:3 sign [1] - 3:23 signed [1] - 7:12</p>	<p>YORKVILLE [1] - 1:5 Yorkville [2] - 1:14, 3:10</p>



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): \$4,401,277.31

Meeting and Date: City Council – January 9, 2018

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: 12/04/17
 TIME: 12:27:27
 PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
 CHECK REGISTER

CHECK DATE: 12/04/17

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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UNITED CITY OF YORKVILLE
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CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
526159	R0001981	PAT & DOROTHY RODRIGUEZ						
	20170586-BUILD	11/06/17	01	2522	MCLELLAN BUILD PROGRAM	23-000-24-00-2445	3,686.40	
			02	2522	MCLELLAN BUILD PROGRAM	25-000-24-20-2445	600.00	
			03	2522	MCLELLAN BUILD PROGRAM	25-000-24-21-2445	1,600.00	
			04	2522	MCLELLAN BUILD PROGRAM	25-000-24-22-2445	100.00	
			05	2522	MCLELLAN BUILD PROGRAM	42-000-24-00-2445	50.00	
			06	2522	MCLELLAN BUILD PROGRAM	51-000-24-00-2445	870.00	
			07	2522	MCLELLAN BUILD PROGRAM	52-000-24-00-2445	1,000.00	
					INVOICE TOTAL:		7,906.40 *	
					CHECK TOTAL:		7,906.40	
526160	R0001982	GREGORY & ANGELA LAMBERT						
	20170641-BUILD	11/02/17	01	495	WINDETT RIDGE BLD PROGRAM	23-000-24-00-2445	3,151.60	
			02	495	WINDETT RIDGE BLD PROGRAM	25-000-24-20-2445	300.00	
			03	495	WINDETT RIDGE BLD PROGRAM	25-000-24-21-2445	900.00	
			04	495	WINDETT RIDGE BLD PROGRAM	42-000-24-00-2445	50.00	
			05	495	WINDETT RIDGE BLD PROGRAM	51-000-24-00-2445	2,700.00	
					INVOICE TOTAL:		7,101.60 *	
					CHECK TOTAL:		7,101.60	
					TOTAL AMOUNT PAID:		15,008.00	

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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UNITED CITY OF YORKVILLE
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CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
526161	R0001985	JUAN & DELIA PEDROZA						
	20170548-BUILD	11/02/17	01	522	WINDETT RIDGE BLD PROGRAM	23-000-24-00-2445	2,772.80	
			02	522	WINDETT RIDGE BLD PROGRAM	25-000-24-20-2445	300.00	
			03	522	WINDETT RIDGE BLD PROGRAM	25-000-24-21-2445	900.00	
			04	522	WINDETT RIDGE BLD PROGRAM	42-000-24-00-2445	50.00	
			05	522	WINDETT RIDGE BLD PROGRAM	51-000-24-00-2445	2,470.00	
					INVOICE TOTAL:		6,492.80 *	
					CHECK TOTAL:		6,492.80	
526162	R0001986	BRANDY & DUSTIN CONNER						
	20170595-BUIILD	11/06/17	01	2587	LYMAN LOOP BUILD PROGRAM	23-000-24-00-2445	3,915.20	
			02	2587	LYMAN LOOP BUILD PROGRAM	25-000-24-20-2445	600.00	
			03	2587	LYMAN LOOP BUILD PROGRAM	25-000-24-21-2445	1,600.00	
			04	2587	LYMAN LOOP BUILD PROGRAM	25-000-24-22-2445	100.00	
			05	2587	LYMAN LOOP BUILD PROGRAM	42-000-24-00-2445	50.00	
			06	2587	LYMAN LOOP BUILD PROGRAM	51-000-24-00-2445	361.20	
			07	2587	LYMAN LOOP BUILD PROGRAM	52-000-24-00-2445	1,000.00	
					INVOICE TOTAL:		7,626.40 *	
					CHECK TOTAL:		7,626.40	
526163	R0001987	JOSE & ELIZABETH ESPINOZA						
	20170760-BUILD	11/29/17	01	2633	FAIRFAX BUILD PROGRAM	23-000-24-00-2445	3,474.40	
			02	2633	FAIRFAX BUILD PROGRAM	25-000-24-20-2445	300.00	
			03	2633	FAIRFAX BUILD PROGRAM	25-000-24-21-2445	900.00	
			04	2633	FAIRFAX BUILD PROGRAM	42-000-24-00-2445	50.00	
			05	2633	FAIRFAX BUILD PROGRAM	51-000-24-00-2445	2,700.00	
					INVOICE TOTAL:		7,424.40 *	
					CHECK TOTAL:		7,424.40	
526164	R0001988	VICTOR BENITEZ-ZAVALA						

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	
526164	R0001988	VICTOR BENITEZ-ZAVALA						
	20170594-BUILD		11/06/17	01	2611 MCLELLAN BUILD PROGRAM	23-000-24-00-2445	3,915.20	
				02	2611 MCLELLAN BUILD PROGRAM	25-000-24-20-2445	600.00	
				03	2611 MCLELLAN BUILD PROGRAM	25-000-24-21-2445	1,600.00	
				04	2611 MCLELLAN BUILD PROGRAM	25-000-24-22-2445	100.00	
				05	2611 MCLELLAN BUILD PROGRAM	42-000-24-00-2445	50.00	
				06	2611 MCLELLAN BUILD PROGRAM	51-000-24-00-2445	361.20	
				07	2611 MCLELLAN BUILD PROGRAM	52-000-24-00-2445	1,000.00	
					INVOICE TOTAL:		7,626.40 *	
					CHECK TOTAL:		7,626.40	
526165	R0001989	MEREDITH & RYAN SIKES						
	20170683-BUILD		11/02/17	01	2453 WILTON CT BUILD PROGRAM	23-000-24-00-2445	2,764.80	
				02	2453 WILTON CT BUILD PROGRAM	25-000-24-20-2445	300.00	
				03	2453 WILTON CT BUILD PROGRAM	25-000-24-21-2445	900.00	
				04	2453 WILTON CT BUILD PROGRAM	42-000-24-00-2445	50.00	
				05	2453 WILTON CT BUILD PROGRAM	51-000-24-00-2445	2,700.00	
					INVOICE TOTAL:		6,714.80 *	
					CHECK TOTAL:		6,714.80	
					TOTAL AMOUNT PAID:		35,884.80	

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

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UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 12/20/2017

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
526277	AACVB	AURORA AREA CONVENTION						
	11/17-ALL	12/06/17	01	NOV 2017 ALL SEASON HOTEL TAX	01-640-54-00-5481		34.82	
						INVOICE TOTAL:	34.82 *	
						CHECK TOTAL:	34.82	
526278	ADVAAUTO	ADVANCED AUTOMATION & CONTROLS						
	17-2795	12/13/17	01	WELL 7 & RAINTREE TOWER RADIO	51-510-54-00-5462		773.22	
			02	REPAIR	** COMMENT **			
						INVOICE TOTAL:	773.22 *	
						CHECK TOTAL:	773.22	
526279	ALLAROUN	ALL AROUND SEAMLESS GUTTERS						
	1712	12/04/17	01	NEW GUTTERS ON PW BUILDING	23-216-54-00-5446		2,895.00	
						INVOICE TOTAL:	2,895.00 *	
						CHECK TOTAL:	2,895.00	
526280	ALLSTAR	ALL STAR SPORTS INSTRUCTION						
	177259	11/27/17	01	FALL II 2017 CLASS INSTRUCTION	79-795-54-00-5462		2,597.00	
						INVOICE TOTAL:	2,597.00 *	
						CHECK TOTAL:	2,597.00	
526281	ALPHA	ALPHA SERVICE OF KANE COUNTY						
	20171205-03	12/05/17	01	DEC 2017 OFFICE CLEANING	01-110-54-00-5488		943.54	
			02	DEC 2017 OFFICE CLEANING	01-210-54-00-5488		943.55	
			03	DEC 2017 OFFICE CLEANING	79-795-54-00-5488		226.54	
			04	DEC 2017 OFFICE CLEANING	79-790-54-00-5488		226.54	
			05	DEC 2017 OFFICE CLEANING	01-410-54-00-5488		97.02	

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

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INVOICES DUE ON/BEFORE 12/20/2017

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
526281	ALPHA	ALPHA SERVICE OF KANE COUNTY					
	20171205-03	12/05/17	06	DEC 2017 OFFICE CLEANING	51-510-54-00-5488		97.02
			07	DEC 2017 OFFICE CLEANING	52-520-54-00-5488		60.79
				INVOICE TOTAL:			2,595.00 *
				CHECK TOTAL:			2,595.00
526282	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC					
	0739290-IN	11/22/17	01	WATER TREATMENT PLANT HEATER	51-510-56-00-5638		209.60
				INVOICE TOTAL:			209.60 *
				CHECK TOTAL:			209.60
526283	ARNESON	ARNESON OIL COMPANY					
	202997	11/25/17	01	DIESEL FUEL	01-410-56-00-5695		587.48
			02	DIESEL FUEL	51-510-56-00-5695		587.48
			03	DIESEL FUEL	52-520-56-00-5695		587.48
				INVOICE TOTAL:			1,762.44 *
	203176	11/27/17	01	DIESEL FUEL	01-410-56-00-5695		575.19
			02	DIESEL FUEL	51-510-56-00-5695		575.19
			03	DIESEL FUEL	52-520-56-00-5695		575.18
				INVOICE TOTAL:			1,725.56 *
	204185	11/30/17	01	NOV 2017 DIESEL FUEL	01-410-56-00-5695		338.76
			02	NOV 2017 DIESEL FUEL	51-510-56-00-5695		338.76
			03	NOV 2017 DIESEL FUEL	52-520-56-00-5695		338.75
				INVOICE TOTAL:			1,016.27 *
				CHECK TOTAL:			4,504.27
526284	ATLAS	ATLAS BOBCAT					
	BV6972	12/05/17	01	FILTERS	01-410-56-00-5628		280.23
				INVOICE TOTAL:			280.23 *
				CHECK TOTAL:			280.23

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

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INVOICES DUE ON/BEFORE 12/20/2017

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
526285	BATTERY S 0031341	BATTERY SERVICE CORPORATION 12/08/17	01	BATTERY	01-410-56-00-5628		94.94
						INVOICE TOTAL:	94.94 *
						CHECK TOTAL:	94.94
526286	BCBS	BLUE CROSS BLUE SHIELD					
	120817	12/08/17	01	JAN 2018 HEALTH INS	01-110-52-00-5216		9,028.30
			02	JAN 2018 HEALTH INS	01-120-52-00-5216		4,056.62
			03	JAN 2018 HEALTH INS	01-210-52-00-5216		55,874.97
			04	JAN 2018 HEALTH INS	01-220-52-00-5216		5,325.68
			05	JAN 2018 HEALTH INS	01-410-52-00-5216		10,261.20
			06	JAN 2018 HEALTH INS	01-640-52-00-5240		7,047.21
			07	JAN 2018 HEALTH INS	79-790-52-00-5216		12,082.44
			08	JAN 2018 HEALTH INS	79-795-52-00-5216		6,433.61
			09	JAN 2018 HEALTH INS	51-510-52-00-5216		11,129.29
			10	JAN 2018 HEALTH INS	52-520-52-00-5216		4,032.08
			11	JAN 2018 HEALTH INS	82-820-52-00-5216		5,325.68
						INVOICE TOTAL:	130,597.08 *
						CHECK TOTAL:	130,597.08
526287	CALLONE	UNITED COMMUNICATION SYSTEMS					
	1010-7980-0000-1217	12/15/17	01	NOV 2017 ADMIN LINES	01-110-54-00-5440		379.53
			02	NOV 2017 CITY HALL NORTEL	01-110-54-00-5440		146.74
			03	NOV 2017 CITY HALL NORTEL	01-210-54-00-5440		146.74
			04	NOV 2017 CITY HALL NORTEL	51-510-54-00-5440		146.74
			05	NOV 2017 POLICE LINES	01-210-54-00-5440		886.77
			06	NOV 2017 CITY HALL FIRE	01-210-54-00-5440		165.08
			07	NOV 2017 CITY HALL FIRE	01-110-54-00-5440		165.08
			08	NOV 2017 PW LINES	51-510-54-00-5440		1,287.86
			09	NOV 2017 TREATMENT PLANT LINES	52-520-54-00-5440		451.86
			10	NOV 2017 PARKS LINES	79-790-54-00-5440		52.31

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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INVOICES DUE ON/BEFORE 12/20/2017

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
526287	CALLONE	UNITED COMMUNICATION SYSTEMS						
	1010-7980-0000-1217	12/15/17	11	NOV 2017 RECREATION LINES	79-795-54-00-5440		182.16	
			12	NOV 2017 TRAFFIC SIGNAL	01-410-54-00-5435		49.19	
			13	MAINTENANCE	** COMMENT **			
					INVOICE TOTAL:		4,060.06 *	
					CHECK TOTAL:		4,060.06	
526288	CAMBRIA	CAMBRIA SALES COMPANY INC.						
	39298	12/04/17	01	PAPER TOWEL, TOILET TISSUE	52-520-56-00-5620		120.01	
					INVOICE TOTAL:		120.01 *	
					CHECK TOTAL:		120.01	
526289	CARCONST	CARROLL CONSTRUCTION SUPPLY						
	AU022248	11/21/17	01	STANDARD WALL SONOTUBE	72-720-60-00-6043		56.80	
					INVOICE TOTAL:		56.80 *	
					CHECK TOTAL:		56.80	
526290	CARROCK	KIRSTEN L. CARROCCIA						
	120717	12/07/17	01	2017 MUSIC TOGETHER HOLIDAY	79-795-54-00-5462		150.00	
			02	SING ALONG	** COMMENT **			
					INVOICE TOTAL:		150.00 *	
					CHECK TOTAL:		150.00	
526291	CENTRALL	CENTRAL LIMESTONE COMPANY, INC						
	11693	11/16/17	01	CRUSHED STONE	79-790-56-00-5640		120.18	
					INVOICE TOTAL:		120.18 *	
					CHECK TOTAL:		120.18	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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526292	CHITRIB	CHICAGO TRIBUNE						
	003452859	11/30/17	01	TAX LEVY DISPLAY AD	01-110-54-00-5426		1,417.08	
			02	BRISTOL BAY PUBLIC HEARING	90-113-00-00-0011		243.42	
				INVOICE TOTAL:			1,660.50 *	
	003456167	11/30/17	01	HOLIDAY CELEBRATION DISPLAY AD	79-795-54-00-5426		240.00	
				INVOICE TOTAL:			240.00 *	
				CHECK TOTAL:			1,900.50	
526293	CIVICPLS	ICON ENTERPRISES, INC						
	168751	12/12/17	01	CIVIC SEND COMMUNICATION	01-640-54-00-5450		1,770.60	
			02	PLATFORM ANNUAL FEE	** COMMENT **			
				INVOICE TOTAL:			1,770.60 *	
				CHECK TOTAL:			1,770.60	
526294	COMED	COMMONWEALTH EDISON						
	2019099044-1117	12/04/17	01	10/10-11/08 BRIDGE TANK	51-510-54-00-5480		45.05	
				INVOICE TOTAL:			45.05 *	
	4449087016-1117	12/06/17	01	10/24-11/27 MISC LIFT STATIONS	52-520-54-00-5480		1,242.68	
				INVOICE TOTAL:			1,242.68 *	
				CHECK TOTAL:			1,287.73	
526295	COMED	COMMONWEALTH EDISON						
	6963019021-1217	12/12/17	01	11/08-12/11 RT47 & ROSENWINKLE	15-155-54-00-5482		27.37	
				INVOICE TOTAL:			27.37 *	
				CHECK TOTAL:			27.37	
526296	COMED	COMMONWEALTH EDISON						

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

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526296	COMED	COMMONWEALTH EDISON					
	7090039005-1117	12/07/17	01	11/06-12/07 CANNONBALL TR	15-155-54-00-5482		18.54
			02	11/06-12/07 CANNONBALL TR	01-410-54-00-5482		0.90
					INVOICE TOTAL:		19.44 *
					CHECK TOTAL:		19.44
526297	COREMAIN	CORE & MAIN LP					
	I121123	11/30/17	01	27 510R MXUS	51-510-56-00-5664		3,393.02
					INVOICE TOTAL:		3,393.02 *
	I155573	11/28/17	01	WIRE, METER COUPLING	51-510-56-00-5664		332.83
					INVOICE TOTAL:		332.83 *
					CHECK TOTAL:		3,725.85
526298	COXLAND	COX LANDSCAPING LLC					
	1411	10/30/17	01	FERTILIZER TREATMENT	11-111-54-00-5495		966.50
					INVOICE TOTAL:		966.50 *
	1412	10/30/17	01	FERTILIZER TREATMENT	12-112-54-00-5495		704.50
					INVOICE TOTAL:		704.50 *
	1416	11/02/17	01	OCT 2017 MOWING	12-112-54-00-5495		360.00
					INVOICE TOTAL:		360.00 *
	1417	11/02/17	01	OCT 2017 MOWING	11-111-54-00-5495		377.88
					INVOICE TOTAL:		377.88 *
	1433	11/02/17	01	INSTALLING 17 NEW TREES IN	11-111-54-00-5495		6,948.00
			02	PARKWAY OF DIEHL FARM RD	** COMMENT **		
					INVOICE TOTAL:		6,948.00 *
					CHECK TOTAL:		9,356.88

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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526299	CRITICAL	CRITICAL REACH					
	18-622	12/05/17	01	ANNUAL FEE RENEWAL FOR APBNET	01-210-54-00-5462		285.00
			02	LAW ENFORCEMENT BULLETIN	** COMMENT **		
			03	SERVICE	** COMMENT **		
					INVOICE TOTAL:		285.00 *
					CHECK TOTAL:		285.00
526300	DEARNATI	DEARBORN NATIONAL LIFE					
	120817	12/08/17	01	JAN 2018 LIFE INSURANCE	01-110-52-00-5222		89.60
			02	JAN 2018 LIFE INSURANCE	01-110-52-00-5236		9.28
			03	JAN 2018 LIFE INSURANCE	01-120-52-00-5222		27.84
			04	JAN 2018 LIFE INSURANCE	01-210-52-00-5222		599.07
			05	JAN 2018 LIFE INSURANCE	01-220-52-00-5222		41.48
			06	JAN 2018 LIFE INSURANCE	01-410-52-00-5222		135.90
			07	JAN 2018 LIFE INSURANCE	79-790-52-00-5222		50.33
			08	JAN 2018 LIFE INSURANCE	79-795-52-00-5222		74.35
			09	JAN 2018 LIFE INSURANCE	51-510-52-00-5222		79.29
			10	JAN 2018 LIFE INSURANCE	52-520-52-00-5222		74.13
			11	JAN 2018 LIFE INSURANCE	82-820-52-00-5222		34.66
			12	JAN 2018 VISION INSURANCE	01-110-52-00-5224		84.33
			13	JAN 2018 VISION INSURANCE	01-120-52-00-5224		58.95
			14	JAN 2018 VISION INSURANCE	01-210-52-00-5224		576.65
			15	JAN 2018 VISION INSURANCE	01-220-52-00-5224		65.35
			16	JAN 2018 VISION INSURANCE	01-410-52-00-5224		88.79
			17	JAN 2018 VISION INSURANCE	01-640-52-00-5242		96.19
			18	JAN 2018 VISION INSURANCE	79-790-52-00-5224		101.52
			19	JAN 2018 VISION INSURANCE	79-795-52-00-5224		69.16
			20	JAN 2018 VISION INSURANCE	51-510-52-00-5224		101.48
			21	JAN 2018 VISION INSURANCE	52-520-52-00-5224		49.48
			22	JAN 2018 VISION INSURANCE	82-820-52-00-5224		58.40
					INVOICE TOTAL:		2,566.23 *
					CHECK TOTAL:		2,566.23

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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526301	DYNEGY	DYNEGY ENERGY SERVICES						
	266979017121	12/08/17	01	10/26-11/29 420 FAIRHAVEN	51-510-54-00-5480		296.65	
						INVOICE TOTAL:	296.65 *	
						CHECK TOTAL:	296.65	
526302	EEI	ENGINEERING ENTERPRISES, INC.						
	63147	11/30/17	01	TRAFFIC CONTROL SIGNAGE &	01-640-54-00-5465		2,221.00	
			02	MARKINGS	** COMMENT **			
						INVOICE TOTAL:	2,221.00 *	
	63149	11/30/17	01	WINDETT RIDGE	01-640-54-00-5465		2,670.00	
						INVOICE TOTAL:	2,670.00 *	
	63150	11/30/17	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		333.25	
						INVOICE TOTAL:	333.25 *	
	63151	11/30/17	01	PRESTWICK	01-640-54-00-5465		211.00	
						INVOICE TOTAL:	211.00 *	
	63152	11/30/17	01	CALEDONIA	01-640-54-00-5465		802.00	
						INVOICE TOTAL:	802.00 *	
	63153	11/30/17	01	BRISTOL BAY, UNIT 3	01-640-54-00-5465		1,502.00	
						INVOICE TOTAL:	1,502.00 *	
	63154	11/30/17	01	RT30 IMPROVEMENTS	01-640-54-00-5465		1,199.50	
						INVOICE TOTAL:	1,199.50 *	
	63155	11/30/17	01	WATER ATLAS MAP UPDATES	01-640-54-00-5465		100.50	
						INVOICE TOTAL:	100.50 *	
	63156	11/30/17	01	YORKVILLE CHRISTIAN SCHOOL	90-055-55-00-0111		2,206.75	
						INVOICE TOTAL:	2,206.75 *	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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526302	EEI	ENGINEERING ENTERPRISES, INC.						
	63157	11/30/17	01	AUTUMN CREEK, UNIT 2C	01-640-54-00-5465		53.25	
						INVOICE TOTAL:	53.25 *	
	63158	11/30/17	01	FOX HILL, UNIT 7	01-640-54-00-5465		286.50	
						INVOICE TOTAL:	286.50 *	
	63159	11/30/17	01	SANITARY SEWER ATLAS MAP	01-640-54-00-5465		67.00	
			02	UPDATES	** COMMENT **			
						INVOICE TOTAL:	67.00 *	
	63160	11/30/17	01	HEARTLAND MEADOWS	90-064-64-00-0111		7,332.25	
						INVOICE TOTAL:	7,332.25 *	
	63161	11/30/17	01	RT71 SANITARY SEWER & WATER	51-510-60-00-6066		7,261.00	
			02	MAIN REPLACEMENT	** COMMENT **			
						INVOICE TOTAL:	7,261.00 *	
	63162	11/30/17	01	MISC. GIS MAPPING	01-640-54-00-5465		335.00	
						INVOICE TOTAL:	335.00 *	
						CHECK TOTAL:	26,581.00	
526303	EEI	ENGINEERING ENTERPRISES, INC.						
	63163	11/30/17	01	RIVERFRONT PARK IMPROVEMENTS	72-720-60-00-6045		5,645.99	
						INVOICE TOTAL:	5,645.99 *	
						CHECK TOTAL:	5,645.99	
526304	EEI	ENGINEERING ENTERPRISES, INC.						
	63164	11/30/17	01	FOUNTAIN VILLAGE	01-640-54-00-5465		286.50	
						INVOICE TOTAL:	286.50 *	
	63165	11/30/17	01	SUNFLOWER ESTATES & GREEN	12-112-54-00-5416		251.60	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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526304	EEI	ENGINEERING ENTERPRISES, INC.						
	63165	11/30/17	02	BRIAR NATURALIZATION BASIN	** COMMENT **			
			03	CONVERSION	** COMMENT **			
			04	SUNFLOWER ESTATES & GREEN	23-230-60-00-6018		118.40	
			05	BRIAR NATURALIZATION BASIN	** COMMENT **			
			06	CONVERSION	** COMMENT **			
					INVOICE TOTAL:		370.00 *	
					CHECK TOTAL:		656.50	
526305	EEI	ENGINEERING ENTERPRISES, INC.						
	63166	11/30/17	01	BRISTOL BAY 65 IMPROVEMENTS	72-720-60-00-6043		3,537.50	
					INVOICE TOTAL:		3,537.50 *	
					CHECK TOTAL:		3,537.50	
526306	EEI	ENGINEERING ENTERPRISES, INC.						
	63167	11/30/17	01	QUIET ZONE INITIATIVE	01-640-54-00-5465		672.00	
					INVOICE TOTAL:		672.00 *	
	63168	11/30/17	01	COUNTRYSIDE STREET & WATER	51-510-60-00-6082		797.32	
			02	MAIN IMPROVEMENTS	** COMMENT **			
			03	COUNTRYSIDE STREET & WATER	23-230-60-00-6082		488.68	
			04	MAIN IMPROVEMENTS	** COMMENT **			
					INVOICE TOTAL:		1,286.00 *	
	63169	11/30/17	01	MFT DOCUMENTATION	01-640-54-00-5465		92.50	
					INVOICE TOTAL:		92.50 *	
	63170	11/30/17	01	FOUNTAINVIEW SUBDIVISION	90-083-83-00-0111		1,241.00	
					INVOICE TOTAL:		1,241.00 *	
	63171	11/30/17	01	YBSD COORDINATION - SANITARY	01-640-54-00-5465		477.50	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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526306	EEI	ENGINEERING ENTERPRISES, INC.					
	63171	11/30/17	02	SEWER REPAIRS	** COMMENT **		
					INVOICE TOTAL:		477.50 *
	63172	11/30/17	01	WHISPERING MEADOWS - CITY	01-640-54-00-5465		560.50
			02	VS FIDELITY	** COMMENT **		
					INVOICE TOTAL:		560.50 *
	63173	11/30/17	01	GC HOUSING DEVELOPMENT	90-089-89-00-0111		1,177.75
					INVOICE TOTAL:		1,177.75 *
	63174	11/30/17	01	KBL COMMUNITY CENTER	90-104-00-00-0111		1,260.00
					INVOICE TOTAL:		1,260.00 *
	63175	11/30/17	01	2017 ROAD PROGRAM	23-230-60-00-6025		10,981.25
					INVOICE TOTAL:		10,981.25 *
	63176	11/30/17	01	WRIGLEY ACCESS DR & RT47	23-230-60-00-6009		627.50
			02	IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		627.50 *
	63177	11/30/17	01	GRANDE RESERVE, UNIT 2	01-640-54-00-5465		66.50
					INVOICE TOTAL:		66.50 *
	63178	11/30/17	01	ADA TRANSITION PLAN	23-230-54-00-5465		4,499.25
					INVOICE TOTAL:		4,499.25 *
	63179	11/30/17	01	BLACKBERRY WOODS-PHASE B	01-640-54-00-5465		2,539.25
					INVOICE TOTAL:		2,539.25 *
	63180	11/30/17	01	CEDARHURST LIVING SITE	90-101-00-00-0111		2,497.25
			02	IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		2,497.25 *
	63181	11/30/17	01	WEST WASHINGTON STREET WATER	51-510-60-00-6025		237.75

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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526306	EEI	ENGINEERING ENTERPRISES, INC.						
	63181	11/30/17	02	MAIN REPLACEMENT	** COMMENT **			
						INVOICE TOTAL:	237.75 *	
	63182	11/30/17	01	2017 SANITARY SEWER LINING	52-520-60-00-6025		1,853.00	
						INVOICE TOTAL:	1,853.00 *	
	63183	11/30/17	01	CITY OF YORKVILLE	01-640-54-00-5465		838.50	
						INVOICE TOTAL:	838.50 *	
	63184	11/30/17	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00	
						INVOICE TOTAL:	1,900.00 *	
	63185	11/30/17	01	CENTER PARKWAY / COUNTRYSIDE	23-230-60-00-6084		241.00	
			02	PKWY RESUFACING PHASE III	** COMMENT **			
						INVOICE TOTAL:	241.00 *	
	63186	11/30/17	01	SANITARY SEWER FLOW MONITORING	52-520-60-00-6025		2,590.75	
						INVOICE TOTAL:	2,590.75 *	
	63187	11/30/17	01	SUB-REGIONAL WATER	51-510-54-00-5465		1,289.25	
			02	COORDINATION	** COMMENT **			
						INVOICE TOTAL:	1,289.25 *	
	63188	11/30/17	01	BRISTOL BAY - UNIT 11	01-640-54-00-5465		2,367.00	
						INVOICE TOTAL:	2,367.00 *	
	63189	11/30/17	01	KENDALL MARKETPLACE	01-640-54-00-5465		95.50	
			02	RESIDENTIAL	** COMMENT **			
						INVOICE TOTAL:	95.50 *	
	63190	11/30/17	01	GRANDE RESERVE - UNIT 23	01-640-54-00-5465		940.50	
						INVOICE TOTAL:	940.50 *	
	63191	11/30/17	01	HOLIDAY INN EXPRESS & SUITES -	90-108-00-00-0111		676.25	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
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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526306	EEI	ENGINEERING ENTERPRISES, INC.						
	63191	11/30/17	02	LOTS 4 & 5 KENDALL CROSSING	** COMMENT **			
						INVOICE TOTAL:	676.25 *	
	63192	11/30/17	01	GRANDE RESERVE - UNIT B	01-640-54-00-5465		332.50	
						INVOICE TOTAL:	332.50 *	
	63193	11/30/17	01	GRANDE RESERVE - UNIT 1	01-640-54-00-5465		4,730.00	
						INVOICE TOTAL:	4,730.00 *	
	63194	11/30/17	01	WELL #9 REHABILITATION	51-510-60-00-6022		185.00	
						INVOICE TOTAL:	185.00 *	
	63195	11/30/17	01	2017 ITEP APPLICATION	01-640-54-00-5465		6,891.00	
						INVOICE TOTAL:	6,891.00 *	
	63196	11/30/17	01	9333 KENNEDY DRAINAGE ISSUES	01-640-54-00-5465		756.00	
						INVOICE TOTAL:	756.00 *	
	63197	11/30/17	01	FY 2019 BUDGET	01-640-54-00-5465		7,073.14	
						INVOICE TOTAL:	7,073.14 *	
	63198	11/30/17	01	2018 ROAD PROGRAM	01-640-54-00-5465		303.75	
						INVOICE TOTAL:	303.75 *	
	63199	11/30/17	01	MENARDS BUILDING EXPANSION	90-109-00-00-0111		1,402.75	
						INVOICE TOTAL:	1,402.75 *	
	63211-4	11/29/17	01	KENNEDY RD SHARED USE PATH	23-230-60-00-6094		30,661.53	
						INVOICE TOTAL:	30,661.53 *	
						CHECK TOTAL:	93,343.42	
526307	ENCAP	ENCAP, INC.						
	3737	12/08/17	01	ENGINEER'S PAYMENT ESTIMATE	23-230-60-00-6018		2,920.90	

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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526307	ENCAP	ENCAP, INC.						
	3737	12/08/17	02	#10 & FINAL - SUNFLOWER		** COMMENT **		
			03	ESTATES & GRENBRIAR POND		** COMMENT **		
			04	IMPROVEMENTS		** COMMENT **		
						INVOICE TOTAL:	2,920.90 *	
						CHECK TOTAL:	2,920.90	
526308	FLEX	FLEX BENEFIT SERVICE CORP.						
	636054	12/10/17	01	NOV 2017 HRA ADMIN FEES	01-110-52-00-5216		20.00	
			02	NOV 2017 HRA ADMIN FEES	01-120-52-00-5216		10.00	
			03	NOV 2017 HRA ADMIN FEES	01-210-52-00-5216		100.00	
			04	NOV 2017 HRA ADMIN FEES	01-220-52-00-5216		20.00	
			05	NOV 2017 HRA ADMIN FEES	01-410-52-00-5216		6.67	
			06	NOV 2017 HRA ADMIN FEES	79-790-52-00-5216		22.50	
			07	NOV 2017 HRA ADMIN FEES	79-795-52-00-5216		17.50	
			08	NOV 2017 HRA ADMIN FEES	51-510-52-00-5216		21.67	
			09	NOV 2017 HRA ADMIN FEES	52-520-52-00-5216		6.66	
			10	NOV 2017 HRA ADMIN FEES	01-640-52-00-5240		35.00	
			11	NOV 2017 HRA ADMIN FEES	82-820-52-00-5216		15.00	
			12	NOV 2017 FSA ADMIN FEES	01-110-52-00-5216		8.00	
			13	NOV 2017 FSA ADMIN FEES	01-120-52-00-5216		8.00	
			14	NOV 2017 FSA ADMIN FEES	01-210-52-00-5216		36.00	
			15	NOV 2017 FSA ADMIN FEES	01-220-52-00-5216		4.00	
			16	NOV 2017 FSA ADMIN FEES	01-410-52-00-5216		4.00	
			17	NOV 2017 FSA ADMIN FEES	51-510-52-00-5216		8.00	
			18	NOV 2017 FSA ADMIN FEES	52-520-52-00-5216		4.00	
			19	NOV 2017 FSA ADMIN FEES	01-640-52-00-5240		4.00	
			20	NOV 2017 FSA ADMIN FEES	82-820-52-00-5216		4.00	
						INVOICE TOTAL:	355.00 *	
						CHECK TOTAL:	355.00	
526309	FOXVALSA	FOX VALLEY SANDBLASTING						

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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526309	FOXVALSA	FOX VALLEY SANDBLASTING					
	34625	12/04/17	01	SANDBLAST & RECOAT DOOR &	52-520-54-00-5444		500.00
			02	DOOR FRAME	** COMMENT **		
					INVOICE TOTAL:		500.00 *
					CHECK TOTAL:		500.00
526310	FUTUREE	FUTURE ENVIRONMENTAL, INC					
	102965	12/13/17	01	USED OIL REMOVAL	01-410-54-00-5462		45.00
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
526311	GROUND	GROUND EFFECTS INC.					
	372116	08/28/17	01	DIRT FOR STUMPS	01-410-56-00-5620		183.60
					INVOICE TOTAL:		183.60 *
	372166	08/28/17	01	GRASS SEED	01-410-56-00-5620		108.68
					INVOICE TOTAL:		108.68 *
					CHECK TOTAL:		292.28
526312	IACE	IACE					
	121217	12/12/17	01	IACE ANNUAL MEMBERSHIP RENEWAL	01-220-54-00-5412		25.00
					INVOICE TOTAL:		25.00 *
					CHECK TOTAL:		25.00
526313	IDABWM	ILLINOIS DEPT. OF AGRICULTURE					
	121317	12/13/17	01	PESTICIDE LICENSE RENEWALS FOR	79-790-56-00-5620		220.00
			02	7 PARK STAFF MEMBERS	** COMMENT **		
					INVOICE TOTAL:		220.00 *
					CHECK TOTAL:		220.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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526314	IDOT	ILLINOIS DEPARTMENT OF						
	121425	12/01/17	01	MILL STREET LAFO	23-230-60-00-6025		4,352.31	
						INVOICE TOTAL:	4,352.31 *	
						CHECK TOTAL:	4,352.31	
526315	ILEAS	ILEAS						
	2018-00000010	11/29/17	01	2018 MFF DUES	01-210-54-00-5460		300.00	
						INVOICE TOTAL:	300.00 *	
						CHECK TOTAL:	300.00	
526316	ILPD4811	ILLINOIS STATE POLICE						
	113017	11/30/17	01	BACKGROUND CHECKS	01-110-54-00-5462		81.00	
			02	BACKGROUND CHECKS	01-210-54-00-5411		27.00	
			03	BACKGROUND CHECKS	79-795-54-00-5462		540.00	
						INVOICE TOTAL:	648.00 *	
						CHECK TOTAL:	648.00	
526317	IMPERINV	IMPERIAL INVESTMENTS						
	OCT 2017-REBATE	12/09/17	01	OCT 2017 DOWNTOWN BUSINESS	01-000-24-00-2488		1,770.55	
			02	DISTRICT REBATE	** COMMENT **			
						INVOICE TOTAL:	1,770.55 *	
						CHECK TOTAL:	1,770.55	
526318	INGEMUNS	INGEMUNSON LAW OFFICES LTD						
	4937	11/30/17	01	11/18 ADMIN HEARING	01-210-54-00-5467		150.00	
						INVOICE TOTAL:	150.00 *	
						CHECK TOTAL:	150.00	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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526319	INNOVATI	INNOVATIVE UNDERGROUND, LLC					
	1068	10/25/17	01	MAINLINE TELEVISIONING IN	52-520-54-00-5495		1,000.00
			02	RAINTREE SUBDIVISION	** COMMENT **		
					INVOICE TOTAL:		1,000.00 *
					CHECK TOTAL:		1,000.00
526320	INTERDEV	INTERDEV, LLC					
	1011575	08/29/17	01	NETWRIX AUDITOR FOR ACTIVE	01-640-54-00-5450		567.60
			02	DIRECTORY ANNUAL SUBSCRIPTION	** COMMENT **		
					INVOICE TOTAL:		567.60 *
	mSP-1013655	11/30/17	01	NOV 2017 MONTHLY BILLING FOR	01-640-54-00-5450		2,691.00
			02	TIER II ENGINEER	** COMMENT **		
					INVOICE TOTAL:		2,691.00 *
					CHECK TOTAL:		3,258.60
526321	JIMSTRCK	JIM'S TRUCK INSPECTION LLC					
	169584	12/04/17	01	TRUCK INSPECTION	01-410-54-00-5490		30.00
					INVOICE TOTAL:		30.00 *
					CHECK TOTAL:		30.00
526322	KANTORG	GARY KANTOR					
	NOV2017	11/30/17	01	NOV 2017 MAGIC CLASS	79-795-54-00-5462		15.00
					INVOICE TOTAL:		15.00 *
					CHECK TOTAL:		15.00
526323	KCRECORD	SHAW SUBURBAN MEDIA GROUP					
	1473828	11/16/17	01	HOLIDAY CELEBRATION DISPLAY AD	79-795-54-00-5426		478.00
					INVOICE TOTAL:		478.00 *

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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526323	KCRECORD 41877-102419	SHAW SUBURBAN MEDIA GROUP 12/11/17	01	2 YEAR SUBSCRIPTION RENEWAL	01-220-54-00-5460		54.00
						INVOICE TOTAL:	54.00 *
						CHECK TOTAL:	532.00
526324	KCSHERIF NOV 2017-KANE	KENDALL CO. SHERIFF'S OFFICE 12/13/17	01	KANE COUNTY FTA BOND FEE	01-000-24-00-2412		70.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	70.00 *
	NOV 2017-LASALLE	12/11/17	01	LASALLE CO FTA BOND FEE	01-000-24-00-2412		70.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	70.00 *
	OCT 2017-COOK	12/07/17	01	COOK COUNTY FTA BOND FEE	01-000-24-00-2412		140.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	140.00 *
						CHECK TOTAL:	280.00
526325	KENDCROS BD REBATE 10/17	KENDALL CROSSING, LLC 12/08/17	01	OCT 2017 NCG BUSINESS TAX	01-000-24-00-2487		600.39
			02	REBATE	** COMMENT **		
						INVOICE TOTAL:	600.39 *
						CHECK TOTAL:	600.39
526326	KONENT 121317-DULUTH	TOM KONEN 12/13/17	01	REIMBURSEMENT FOR WORK PANTS	51-510-56-00-5600		136.24
			02	AND SHIRT	** COMMENT **		
						INVOICE TOTAL:	136.24 *
						CHECK TOTAL:	136.24

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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526327	LANEMUCH	LANER, MUCHIN, DOMBROW, BECKER						
	528667	12/01/17	01	PERSONELL POLICY MATTERS	01-640-54-00-5463		45.00	
						INVOICE TOTAL:	45.00 *	
						CHECK TOTAL:	45.00	
526328	LAWSON	LAWSON PRODUCTS						
	9305411311	11/27/17	01	WASHERS, CONNECTORS, SCREWS,	01-410-56-00-5620		162.87	
			02	HEAT SEAL RINGS, CABLE TIES,	** COMMENT **			
			03	NUTS, SLIDES	** COMMENT **			
			04	WASHERS, CONNECTORS, SCREWS,	51-510-56-00-5620		162.87	
			05	HEAT SEAL RINGS, CABLE TIES,	** COMMENT **			
			06	NUTS, SLIDES	** COMMENT **			
			07	WASHERS, CONNECTORS, SCREWS,	52-520-56-00-5620		162.86	
			08	HEAT SEAL RINGS, CABLE TIES,	** COMMENT **			
			09	NUTS, SLIDES	** COMMENT **			
						INVOICE TOTAL:	488.60 *	
						CHECK TOTAL:	488.60	
526329	MCCANN	MCCANN						
	07229955	11/16/17	01	SATURN BLOCK COUPLER	01-410-56-00-5628		74.34	
						INVOICE TOTAL:	74.34 *	
						CHECK TOTAL:	74.34	
526330	MENLAND	MENARDS - YORKVILLE						
	102-17	12/05/17	01	STREET LIGHT WIRE	15-155-56-00-5642		51.21	
						INVOICE TOTAL:	51.21 *	
	122	12/06/17	01	DOOR SWEEP	23-216-56-00-5656		22.58	
			02	MOTO-TOOL, BITS, UTILITY BLADE	51-510-56-00-5620		8.57	
						INVOICE TOTAL:	31.15 *	
						CHECK TOTAL:	82.36	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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526331	MENLAND	MENARDS - YORKVILLE					
	126-17	12/06/17	01	CONDUIT, COUPLING, SANDPAPER,	72-720-60-00-6043		224.14
			02	FOAM BRUSHES, PAINT, BREAKER	** COMMENT **		
			03	LOAD CENTER	** COMMENT **		
					INVOICE TOTAL:		224.14 *
					CHECK TOTAL:		224.14
526332	MENLAND	MENARDS - YORKVILLE					
	130	12/06/17	01	RETURNED DOOR SWEEP CREDIT	23-216-56-00-5656		-22.58
					INVOICE TOTAL:		-22.58 *
	153	12/06/17	01	FISH TAPE	79-790-56-00-5630		42.25
					INVOICE TOTAL:		42.25 *
	222	12/07/17	01	POLEBARN SCREWS	23-216-56-00-5656		26.99
					INVOICE TOTAL:		26.99 *
	254	12/07/17	01	BRINE PIPING MATERIALS	01-410-56-00-5628		26.25
					INVOICE TOTAL:		26.25 *
	256	12/07/17	01	POLYURETHANE CASTER, COUPLING	01-410-56-00-5640		33.65
			02	POLYURETHANE CASTER, COUPLING	51-510-56-00-5640		33.65
			03	POLYURETHANE CASTER, COUPLING	52-520-56-00-5640		33.65
					INVOICE TOTAL:		100.95 *
	264	12/07/17	01	COMPUTER MONITOR WALL MOUNT	51-510-56-00-5638		49.98
					INVOICE TOTAL:		49.98 *
	27	12/05/17	01	NIPPLES, COUPLING, ELBOWS,	72-720-60-00-6043		122.65
			02	LOCK NUTS, CLOSURE PLATE,	** COMMENT **		
			03	METER	** COMMENT **		
					INVOICE TOTAL:		122.65 *
	328	12/08/17	01	BRINE PIPING MATERIALS	01-410-56-00-5628		31.55
					INVOICE TOTAL:		31.55 *

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
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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526332	MENLAND	MENARDS - YORKVILLE						
	329	12/08/17	01	STUDS, FILTERS	23-216-56-00-5656		165.72	
						INVOICE TOTAL:	165.72 *	
	341	12/08/17	01	BRINE PIPING	01-410-56-00-5628		4.66	
						INVOICE TOTAL:	4.66 *	
	39	12/05/17	01	STOVE BOLTS	79-790-56-00-5640		1.64	
						INVOICE TOTAL:	1.64 *	
	40-17	12/05/17	01	PVC ADAPTER	51-510-56-00-5638		2.99	
						INVOICE TOTAL:	2.99 *	
	648	12/11/17	01	PLYWOOD	23-216-56-00-5656		69.46	
						INVOICE TOTAL:	69.46 *	
	655	12/11/17	01	SHOP LIGHT	23-216-56-00-5656		99.85	
			02	VINYL TUBING	01-410-56-00-5640		16.99	
						INVOICE TOTAL:	116.84 *	
	755	12/12/17	01	SHOP LIGHT, LUMBER	23-216-56-00-5656		110.75	
						INVOICE TOTAL:	110.75 *	
	97929	11/15/17	01	NUTS, BOLTS, BRACES, CAR WASH,	79-790-56-00-5620		50.93	
			02	SOAP	** COMMENT **			
						INVOICE TOTAL:	50.93 *	
	98162	11/17/17	01	GORILLA GLUE, POWER GRAB,	51-510-56-00-5620		16.57	
			02	SYRINGE, RUBBING ALCOHOL	** COMMENT **			
						INVOICE TOTAL:	16.57 *	
	98428	11/20/17	01	PVC PIPE, RODS, CLAMPS, PVC	72-720-60-00-6043		160.30	
			02	CONDUIT CEMENT, COUPLER	** COMMENT **			
						INVOICE TOTAL:	160.30 *	
	98653	11/22/17	01	ELECTRICAL TAPE, BULBS	79-790-56-00-5620		22.77	
						INVOICE TOTAL:	22.77 *	

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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526332	MENLAND	MENARDS - YORKVILLE						
	99158-17	11/27/17	01	EARMUFF FOR HEARING PROTECTION	01-410-56-00-5620		13.99	
						INVOICE TOTAL:	13.99 *	
	99163	11/27/17	01	PAINT, COUPLING, POLE BREAKER,	72-720-60-00-6043		127.89	
			02	METER SOCKET, PVC CEMENT	** COMMENT **			
						INVOICE TOTAL:	127.89 *	
	99273	11/28/17	01	PVC ADAPTER, OIL, DEEP CREEP	01-410-56-00-5620		27.30	
						INVOICE TOTAL:	27.30 *	
	99290	11/28/17	01	SOAP, CLEANERS	01-210-56-00-5610		9.91	
						INVOICE TOTAL:	9.91 *	
	99304	11/28/17	01	CEMENT, PRIMER, PVC CEMENT,	79-790-56-00-5620		61.39	
			02	PVC WYE, PVC PIPE	** COMMENT **			
						INVOICE TOTAL:	61.39 *	
	99381	11/29/17	01	PVC PIPE, COUPLING	79-790-56-00-5620		26.03	
						INVOICE TOTAL:	26.03 *	
	99398	11/29/17	01	GLOVES	01-410-56-00-5620		9.88	
			02	PAINT ROLLERS	01-410-56-00-5620		3.69	
						INVOICE TOTAL:	13.57 *	
	99405	11/29/17	01	OUTLET	01-410-56-00-5640		39.96	
						INVOICE TOTAL:	39.96 *	
	99418	11/29/17	01	COMBO LOCK FOR BASEBALL	79-790-56-00-5620		13.97	
						INVOICE TOTAL:	13.97 *	
	99423	11/29/17	01	BATTERIES	01-410-56-00-5620		20.91	
						INVOICE TOTAL:	20.91 *	
	99429	11/29/17	01	EPOXY	79-790-56-00-5620		18.28	
						INVOICE TOTAL:	18.28 *	

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526332	MENLAND	MENARDS - YORKVILLE					
	99489-17	11/30/17	01	FLOOR CLEANER	01-410-56-00-5620		7.99
						INVOICE TOTAL:	7.99 *
	99514	11/30/17	01	PVC PIPE	79-790-56-00-5620		11.37
						INVOICE TOTAL:	11.37 *
	99525	11/30/17	01	MASONRY BIT	79-790-56-00-5630		3.69
						INVOICE TOTAL:	3.69 *
	99581	12/01/17	01	FURRING, SCREWS, BOARDS	23-216-56-00-5656		328.60
						INVOICE TOTAL:	328.60 *
	99585	12/01/17	01	CREDIT FOR RETURNED FURRING	23-216-56-00-5656		-43.56
						INVOICE TOTAL:	-43.56 *
	99586	12/01/17	01	BOARDS	23-216-56-00-5656		59.70
						INVOICE TOTAL:	59.70 *
	99603	12/01/17	01	MARKING PAINT, SHARPIE	79-790-56-00-5620		7.92
						INVOICE TOTAL:	7.92 *
	99914	12/04/17	01	RETURNED METER SOCKET CREDIT	72-720-60-00-6043		-49.97
						INVOICE TOTAL:	-49.97 *
	*** VOID---LEADER CHECK ***						
526333	MENLAND	MENARDS - YORKVILLE					
	99919	12/04/17	01	FLUTE MASONRY, BUSHING, STRUT,	72-720-60-00-6043		41.04
			02	NIPPLES, WASHERS	** COMMENT **		
						INVOICE TOTAL:	41.04 *
	99955	12/04/17	01	MATERIAL FOR PW SHOP SHELVING	23-216-56-00-5656		232.03
						INVOICE TOTAL:	232.03 *
					CHECK TOTAL:		2,072.68

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526334	MESIROW	MESIROW INSURANCE SERVICES INC					
	750178	12/11/17	01	2018 SERVICE FEE	01-640-52-00-5231		4,379.14
			02	2018 SERVICE FEE	01-640-52-00-5231		820.16
			03	2018 SERVICE FEE	51-510-52-00-5231		480.35
			04	2018 SERVICE FEE	52-520-52-00-5231		241.52
			05	2018 SERVICE FEE	82-820-52-00-5231		412.16
			06	2018 SERVICE FEE	01-000-14-00-1400		8,758.31
			07	2018 SERVICE FEE-PR	01-000-14-00-1400		1,640.32
			08	2018 SERVICE FEE	51-000-14-00-1400		960.70
			09	2018 SERVICE FEE	52-000-14-00-1400		483.03
			10	2018 SERVICE FEE-LIB	01-000-14-00-1400		824.31
				INVOICE TOTAL:			19,000.00 *
				CHECK TOTAL:			19,000.00
526335	MIDAM	MID AMERICAN WATER					
	144469A	12/07/17	01	DROP LID, VALVE BOX RISER	51-510-56-00-5640		122.00
				INVOICE TOTAL:			122.00 *
				CHECK TOTAL:			122.00
526336	MIDWSALT	MIDWEST SALT					
	P437876	11/29/17	01	BULK ROCK SALT	51-510-56-00-5638		2,450.65
				INVOICE TOTAL:			2,450.65 *
	P437907	11/30/17	01	BULK ROCK SALT	51-510-56-00-5638		2,300.00
				INVOICE TOTAL:			2,300.00 *
				CHECK TOTAL:			4,750.65
526337	MIKOLASR	RAY MIKOLASEK					
	121517	12/15/17	01	NEMRT TRAINING MEAL	01-210-54-00-5415		8.82

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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526337	MIKOLASR	RAY MIKOLASEK					
	121517	12/15/17	02	REIMBURSEMENT		** COMMENT **	
						INVOICE TOTAL:	8.82 *
						CHECK TOTAL:	8.82
526338	MONTGLAN	MONTGOMERY LANDSCAPING					
	8185	11/12/17	01	DIRT	72-720-60-00-6043		375.00
						INVOICE TOTAL:	375.00 *
						CHECK TOTAL:	375.00
526339	NARVICK	NARVICK BROS. LUMBER CO, INC					
	56902	11/13/17	01	4000 PSI	79-790-56-00-5640		1,408.25
						INVOICE TOTAL:	1,408.25 *
						CHECK TOTAL:	1,408.25
526340	NEMRT	NORTH EAST MULTI-REGIONAL					
	228312	11/20/17	01	FIREARMS INSTRUCTOR	01-210-54-00-5412		200.00
			02	DEVELOPMENT TRAINING-HAYES	** COMMENT **		
						INVOICE TOTAL:	200.00 *
						CHECK TOTAL:	200.00
526341	NEOPOST	NEOFUNDS BY NEOPOST					
	121117-PR	12/11/17	01	POSTAGE MACHINE REFILL	79-000-14-00-1410		500.00
						INVOICE TOTAL:	500.00 *
						CHECK TOTAL:	500.00
526342	NICOR	NICOR GAS					

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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526342	NICOR NICOR GAS						
	12-43-53-5625 3-1117	12/04/17	01	11/01-12/04 609 N BRIDGE	01-110-54-00-5480		61.45
						INVOICE TOTAL:	61.45 *
	31-61-67-2493 1-1117	12/08/17	01	11/08-12/08 276 WINDHAM CR	01-110-54-00-5480		27.11
						INVOICE TOTAL:	27.11 *
	40-52-64-5356 1-1117	12/05/17	01	11/02-12/04 102 E VAN EMMON	01-110-54-00-5480		320.84
						INVOICE TOTAL:	320.84 *
	46-69-47-6727 1-1117	12/06/17	01	11/06-12/06 1975 N BRIDGE	01-110-54-00-5480		84.59
						INVOICE TOTAL:	84.59 *
	61-60-41-1000 9-1117	12/05/17	01	11/01-12/04 610 TOWER LN	01-110-54-00-5480		520.98
						INVOICE TOTAL:	520.98 *
	80-56-05-1157 0-1117	12/06/17	01	10/06-12/06 2512 ROSEMONT	01-110-54-00-5480		24.06
						INVOICE TOTAL:	24.06 *
	83-80-00-1000 7-1117	12/05/17	01	11/01-12/04 610 TOWER UNIT B	01-110-54-00-5480		106.65
						INVOICE TOTAL:	106.65 *
						CHECK TOTAL:	1,145.68
526343	O'REILLY O'REILLY AUTO PARTS						
	5613-130750	12/06/17	01	BATTERY CABLE	01-410-56-00-5640		6.99
						INVOICE TOTAL:	6.99 *
	5613-130759	12/06/17	01	BATTERY CABLE	01-410-56-00-5640		9.99
						INVOICE TOTAL:	9.99 *
	5613-130763	12/06/17	01	RETURNED CABLE CREDIT	01-410-56-00-5640		-6.99
						INVOICE TOTAL:	-6.99 *
						CHECK TOTAL:	9.99

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526344	OHERRONO	RAY O'HERRON COMPANY						
	1764676-IN	11/29/17	01	CARGO PANTS	01-210-56-00-5600		251.18	
						INVOICE TOTAL:	251.18 *	
						CHECK TOTAL:	251.18	
526345	OMALLEY	O'MALLEY WELDING & FABRICATING						
	17791	11/14/17	01	VOLLEYBALL POLES	72-720-60-00-6043		985.00	
						INVOICE TOTAL:	985.00 *	
						CHECK TOTAL:	985.00	
526346	OSWEGO	VILLAGE OF OSWEGO						
	59	12/08/17	01	OCT 2017 SALARY REIMBURSEMENT	01-640-54-00-5418		4,131.76	
			02	FOR SHARED SERVICES OF	** COMMENT **			
			03	PURCHASING MANAGER	** COMMENT **			
						INVOICE TOTAL:	4,131.76 *	
	60	12/08/17	01	NOV 2017 SALARY REIMBURSEMENT	01-640-54-00-5418		4,131.76	
			02	FOR SHARED SERVICES OF	** COMMENT **			
			03	PURCHASING MANAGER	** COMMENT **			
						INVOICE TOTAL:	4,131.76 *	
						CHECK TOTAL:	8,263.52	
526347	OSWPRINT	JAMES A AGEMA						
	73896	11/28/17	01	5,000 BUILDING INSPECTION	01-220-56-00-5620		389.10	
			02	FORMS	** COMMENT **			
						INVOICE TOTAL:	389.10 *	
						CHECK TOTAL:	389.10	
526348	PACESYST	PACE SYSTEM INC						

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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526348	PACESYST IN00018104	PACE SYSTEM INC 11/28/17	01	PACE SCHEDULER ANNUAL SOFTWARE	01-210-56-00-5635		1,800.00 INVOICE TOTAL: 1,800.00 *
						CHECK TOTAL:	1,800.00
526349	PARADISE 223580	PARADISE CAR WASH 12/07/17	01	NOV 2017 CAR WASHES	01-210-54-00-5495		26.00 INVOICE TOTAL: 26.00 *
						CHECK TOTAL:	26.00
526350	PATTEN P53C0153270	PATTEN INDUSTRIES, INC. 11/17/17	01 02	WASHERS, SPACERS, PLATES, NUTS AND BOLTS	01-410-56-00-5628 ** COMMENT **		886.72 INVOICE TOTAL: 886.72 *
	P53C0153330	11/28/17	01	AIR FILTER	01-410-56-00-5628		31.51 INVOICE TOTAL: 31.51 *
	P53C0153339	11/29/17	01	AIR FILTER	01-410-56-00-5628		25.66 INVOICE TOTAL: 25.66 *
	P53R0019893	11/28/17	01	PLASTES, HANDLES	01-410-56-00-5628		177.48 INVOICE TOTAL: 177.48 *
						CHECK TOTAL:	1,121.37
526351	PPFETT 173494	P.F. PETTIBONE & CO. 12/08/17	01	1 PHOTO ID-SMITH	01-210-54-00-5430		17.00 INVOICE TOTAL: 17.00 *
						CHECK TOTAL:	17.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
526352	PIPERSON	STEVE PIPER & SONS, INC.						
	9374	12/01/17	01	STUMP GRINDING	01-410-54-00-5458		525.00	
						INVOICE TOTAL:	525.00 *	
						CHECK TOTAL:	525.00	
526353	QUANTZ	QUANTZ SMALL ENGINE REPAIR						
	44493	11/28/17	01	DISASSEMBLED AND EVALUATED	01-410-54-00-5490		42.00	
			02	ENGINE	** COMMENT **			
						INVOICE TOTAL:	42.00 *	
						CHECK TOTAL:	42.00	
526354	R0001006	JOHN FLYNN						
	120417	12/04/17	01	REFUND DOUBLE PAYMENT ON	01-000-13-00-1371		202.57	
			02	ACCOUNT#0103510000-00	** COMMENT **			
						INVOICE TOTAL:	202.57 *	
						CHECK TOTAL:	202.57	
526355	R0001460	JANET THOMPSON						
	120317	12/05/17	01	BEECHER DEPOSIT REFUND	01-000-24-00-2410		400.00	
						INVOICE TOTAL:	400.00 *	
						CHECK TOTAL:	400.00	
526356	R0001557	CAL ATLANTIC HOMES						
	120717	12/07/17	01	SECURITY GUARANTEE DEPOSIT	01-000-24-00-2415		34,425.00	
			02	REFUNDS FOR 20 DIFFERENT	** COMMENT **			
			03	PERMITS	** COMMENT **			
						INVOICE TOTAL:	34,425.00 *	
						CHECK TOTAL:	34,425.00	

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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526357	R0001979	MATT, INC					
	1155 N BRIDGE	12/01/17	01	EROSION CONTROL DEPOSIT REFUND	01-000-24-00-2415		2,053.00
						INVOICE TOTAL:	2,053.00 *
						CHECK TOTAL:	2,053.00
526358	R0001983	PULTE GROUP - 1008					
	121317	12/13/17	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		16.85
			02	BILL FOR ACCT#0208036520-00	** COMMENT **		
						INVOICE TOTAL:	16.85 *
						CHECK TOTAL:	16.85
526359	R0001984	INGRID SCHWARTZKOPF					
	121317	12/13/17	01	REFUND OVERPAYMENT ON FINAL	01-000-13-00-1371		249.22
			02	BILL FOR ACCT#01032625100-01	** COMMENT **		
						INVOICE TOTAL:	249.22 *
						CHECK TOTAL:	249.22
526360	R0001990	MICHELLE AUGUSTYN					
	121917	12/19/17	01	REFUND OVERPAYMENT ON UTILITY	01-000-13-00-1371		113.95
			02	ACCT #0104051050-02	** COMMENT **		
						INVOICE TOTAL:	113.95 *
						CHECK TOTAL:	113.95
526361	RJKUHN	R.J. KUHN INC.					
	0000027655	11/27/17	01	MEN'S URINAL REPAIR	01-210-56-00-5640		252.60
						INVOICE TOTAL:	252.60 *
						CHECK TOTAL:	252.60

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

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526362	RUSSPOWE	RUSSO HARDWARE INC.					
	4573203	11/22/17	01	BEARING	79-790-56-00-5640		93.12
						INVOICE TOTAL:	93.12 *
						CHECK TOTAL:	93.12
526363	SEBIS	SEBIS DIRECT					
	24539	12/05/17	01	2017 CITY SERVEY MAILING	01-110-54-00-5430		541.45
						INVOICE TOTAL:	541.45 *
						CHECK TOTAL:	541.45
526364	SECBLDR	SECURITY BUILDERS SUPPLY CO					
	239910	11/22/17	01	JAMB ANCHORS, WOOD SCREWS,	52-520-56-00-5613		2,012.00
			02	FRAMES, HINGES, CLOSERS,	** COMMENT **		
			03	FLUSHBOLTS, CRASH STOPS,	** COMMENT **		
			04	THRESHOLD, SWEEPS, LOCK GUARD	** COMMENT **		
						INVOICE TOTAL:	2,012.00 *
						CHECK TOTAL:	2,012.00
526365	SENIOR	SENIOR SERVICES ASSOCIATES, INC					
	120417	12/04/17	01	BREAKFAST WITH SANTA	79-795-56-00-5606		542.50
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	542.50 *
						CHECK TOTAL:	542.50
526366	SERVICE	SERVICE PRINTING CORPORATION					
	27569	11/29/17	01	PRINTING OF WINTER/SPRING	79-795-54-00-5426		12,627.14
			02	CATALOG	** COMMENT **		
						INVOICE TOTAL:	12,627.14 *
						CHECK TOTAL:	12,627.14

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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526367	SFBCT YV3Q2017	SWFVCTC 12/14/17	01	40% OF 3RD QTR 2017 CABLE	01-640-54-00-5475		24,404.80
			02	FRANCHISE PAYMENT OF	** COMMENT **		
			03	\$61,012.00	** COMMENT **		
					INVOICE TOTAL:		24,404.80 *
					CHECK TOTAL:		24,404.80
526368	SMITHERE 1659120	SMITHEREEN PEST MANAGEMENT 12/04/17	01	DEC 2017 PEST CONTROL	23-216-54-00-5446		85.00
					INVOICE TOTAL:		85.00 *
					CHECK TOTAL:		85.00
526369	SPEEDWAY FB638-121117	FLEETCOR SUPERFLEET MASTERCARD 12/11/17	01	NOV 2017 GASOLINE	79-790-56-00-5695		622.23
			02	NOV 2017 GASOLINE	79-795-56-00-5695		21.83
			03	NOV 2017 GASOLINE	01-210-56-00-5695		4,328.19
			04	NOV 2017 GASOLINE	51-510-56-00-5695		439.73
			05	NOV 2017 GASOLINE	52-520-56-00-5695		439.72
			06	NOV 2017 GASOLINE	01-410-56-00-5695		439.73
			07	NOV 2017 GASOLINE	01-220-56-00-5695		132.45
					INVOICE TOTAL:		6,423.88 *
					CHECK TOTAL:		6,423.88
526370	SPRTFLD 217845	SPORTSFIELDS, INC. 11/21/17	01	BASEBALL INFIELD MIX	79-790-56-00-5640		1,832.31
					INVOICE TOTAL:		1,832.31 *
					CHECK TOTAL:		1,832.31
526371	STERLING STERLING CODIFIERS, INC.						

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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526371	STERLING	STERLING CODIFIERS, INC.					
	20158	12/04/17	01	2018 ANNUAL FEE FOR HOSTING	01-110-54-00-5451		500.00
			02	CODE IN THE INTERNET	** COMMENT **		
					INVOICE TOTAL:		500.00 *
					CHECK TOTAL:		500.00
526372	STREICH	STREICHERS					
	I1292038	12/13/17	01	2 BALLISTIC VESTS	01-210-56-00-5690		2,811.98
					INVOICE TOTAL:		2,811.98 *
					CHECK TOTAL:		2,811.98
526373	SUPERIOR	SUPERIOR ASPHALT MATERIALS LLC					
	201720156	11/28/17	01	COLD PATCH	15-155-56-00-5633		227.36
					INVOICE TOTAL:		227.36 *
					CHECK TOTAL:		227.36
526374	TRAFFIC	TRAFFIC CONTROL CORPORATION					
	100749	08/28/17	01	BUS INTERFACE UNIT	01-410-54-00-5435		885.00
					INVOICE TOTAL:		885.00 *
	99121	06/15/17	01	GREEN LED	01-410-54-00-5435		65.00
					INVOICE TOTAL:		65.00 *
	99385	06/28/17	01	NIPPLES	01-410-54-00-5435		49.80
					INVOICE TOTAL:		49.80 *
					CHECK TOTAL:		999.80
526375	TRIRIVER	TRI-RIVER POLICE TRAINING					

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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526375	TRIRIVER	TRI-RIVER	POLICE TRAINING					
	4273	12/07/17	01	THE REID TECHNIQUE OF	01-210-54-00-5412		345.00	
			02	INTERVIEW & INTERROGATION-	** COMMENT **			
			03	NELSON	** COMMENT **			
					INVOICE TOTAL:		345.00 *	
					CHECK TOTAL:		345.00	
526376	TROTTER	TROTTER & ASSOCIATES, INC						
	13536	06/30/17	01	WHISPERING MEADOWS UNIT 1 JUN	01-640-54-00-5461		756.00	
			02	2017 LEGAL MATTERS	** COMMENT **			
					INVOICE TOTAL:		756.00 *	
	13537	06/30/17	01	WHISPERING MEADOWS UNIT 2 JUN	01-640-54-00-5461		378.00	
			02	2017 LEGAL MATTERS	** COMMENT **			
					INVOICE TOTAL:		378.00 *	
	13538	06/30/17	01	WHISPERING MEADOWS UNIT 4 JUN	01-640-54-00-5461		378.00	
			02	2017 LEGAL MATTERS	** COMMENT **			
					INVOICE TOTAL:		378.00 *	
	13708	07/30/17	01	WHISPERING MEADOWS UNIT 1 JUL	01-640-54-00-5461		2,501.75	
			02	2017 LEGAL MATTERS	** COMMENT **			
					INVOICE TOTAL:		2,501.75 *	
	13709	07/30/17	01	WHISPERING MEADOWS UNIT 2	01-640-54-00-5461		1,833.75	
			02	JUL 2017 LEGAL MATTERS	** COMMENT **			
					INVOICE TOTAL:		1,833.75 *	
	13710	07/30/17	01	WHISPERING MEADOWS UNIT 4 JUL	01-640-54-00-5461		1,567.50	
			02	2017 LEGAL MATTERS	** COMMENT **			
					INVOICE TOTAL:		1,567.50 *	
	13817	08/31/17	01	WHISPERING MEADOWS UNIT 1 AUG	01-640-54-00-5461		3,828.75	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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526376	TROTTER	TROTTER & ASSOCIATES, INC						
	13817	08/31/17	02	2017 LEGAL MATTERS	** COMMENT **			
					INVOICE TOTAL:		3,828.75 *	
	13818	08/31/17	01	WHISPERING MEADOWS UNIT 2 AUG	01-640-54-00-5461		2,317.75	
			02	2017 LEGAL MATTERS	** COMMENT **			
					INVOICE TOTAL:		2,317.75 *	
	13819	08/31/17	01	WHISPERING MEADOWS UNIT 4 AUG	01-640-54-00-5461		2,756.25	
			02	2017 LEGAL MATTERS	** COMMENT **			
					INVOICE TOTAL:		2,756.25 *	
	13900	09/30/17	01	WHISPERING MEADOWS UNIT 1	01-640-54-00-5461		6,685.50	
			02	SEPT 2017 LEGAL MATTERS	** COMMENT **			
					INVOICE TOTAL:		6,685.50 *	
	13901	09/30/17	01	WHISPERING MEADOWS UNIT 2	01-640-54-00-5461		7,276.50	
			02	SEPT 2017 LEGAL MATTERS	** COMMENT **			
					INVOICE TOTAL:		7,276.50 *	
	13902	09/30/17	01	WHIPERING MEADOWS UNIT 4 SEPT	01-640-54-00-5461		618.50	
			02	2017 LEGAL MATTERS	** COMMENT **			
					INVOICE TOTAL:		618.50 *	
	14003	10/31/17	01	WHISPERING MEADOWS UNIT 1-	01-640-54-00-5461		428.52	
			02	OCT 2017 MATTERS	** COMMENT **			
					INVOICE TOTAL:		428.52 *	
	14004	10/31/17	01	WHISPERING MEADOWS UNIT 2 OCT	01-640-54-00-5461		419.50	
			02	2017 LEGAL MATTERS	** COMMENT **			
					INVOICE TOTAL:		419.50 *	
	14005	10/31/17	01	WHISPERING MEADOWS UNIT 4 OCT	01-640-54-00-5461		155.75	
			02	2017 LEGAL MATTERS	** COMMENT **			
					INVOICE TOTAL:		155.75 *	
					CHECK TOTAL:		31,902.02	

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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526377	UPS5361	DDEDC #3, INC					
	120717	12/07/17	01	1 PKG TO KFO	01-110-54-00-5452		34.84
						INVOICE TOTAL:	34.84 *
						CHECK TOTAL:	34.84
526378	VITOSH	CHRISTINE M. VITOSH					
	CMV 1893-1898	11/29/17	01	NOV 2017 ADMIN HERAINGS	01-210-54-00-5467		400.00
						INVOICE TOTAL:	400.00 *
	CMV 1895	12/04/17	01	COFFMAN ANNEXATION	90-111-00-00-0011		27.58
			02	TAX LEVY	01-110-54-00-5462		223.20
						INVOICE TOTAL:	250.78 *
						CHECK TOTAL:	650.78
526379	WATERSER	WATER SERVICES CO.					
	27254	12/05/17	01	WATERMAIN LEAK DETECTION ON	51-510-54-00-5495		315.00
			02	MADISON	** COMMENT **		
						INVOICE TOTAL:	315.00 *
						CHECK TOTAL:	315.00
526380	WATERSYS	WATER SOLUTIONS UNLIMITED, INC					
	43153	11/30/17	01	PHOSPHATE	51-510-56-00-5638		3,010.20
						INVOICE TOTAL:	3,010.20 *
						CHECK TOTAL:	3,010.20
526381	WAUBONSE	WAUBONSEE COMMUNITY COLLEGE					
	108281	12/04/17	01	10/11/17-11/15/17 COMMUNITIES	01-120-54-00-5412		695.00

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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526381	WAUBONSE	WAUBONSEE	COMMUNITY COLLEGE				
	108281	12/04/17	02	OF EXCELLENCE FALL SERIES	** COMMENT **		
			03	FOR SIMMONS	** COMMENT **		
					INVOICE TOTAL:		695.00 *
					CHECK TOTAL:		695.00
526382	WELDSTAR	WELDSTAR					
	01624893	11/24/17	01	GAS STEEL CYLINDER	01-410-54-00-5485		7.75
					INVOICE TOTAL:		7.75 *
					CHECK TOTAL:		7.75
526383	WERDERW	WALLY WERDERICH					
	121217-NOV	12/12/17	01	NOV 2017 ADMIN HEARINGS	01-210-54-00-5467		450.00
					INVOICE TOTAL:		450.00 *
					CHECK TOTAL:		450.00
526384	WIEGELH	HERB WIEGEL					
	32	11/01/17	01	SCHEDULING OF UMPIRES FOR	79-795-54-00-5462		615.00
			02	SUMMER & FALL LEAGUES	** COMMENT **		
					INVOICE TOTAL:		615.00 *
					CHECK TOTAL:		615.00
D000718	WILLRETE	ERIN WILLRETT					
	121117	12/11/17	01	KANE CO PLANNERS HOLIDAY FORUM	01-110-54-00-5412		40.00
			02	REGISTRATION REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		40.00 *
					DIRECT DEPOSIT TOTAL:		40.00

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

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INVOICES DUE ON/BEFORE 12/20/2017

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
526385	WIREWIZ	WIRE WIZARD OF ILLINOIS, INC						
	28240	12/01/17	01	01/01/18-03/31/17 ALARM	52-520-54-00-5444		69.00	
			02	MONITORING	** COMMENT **			
					INVOICE TOTAL:		69.00 *	
	28241	12/01/17	01	01/01/18-03/31/17 ALARM	52-520-54-00-5444		69.00	
			02	MONITORING	** COMMENT **			
					INVOICE TOTAL:		69.00 *	
					CHECK TOTAL:		138.00	
526386	YORKACE	YORKVILLE ACE & RADIO SHACK						
	164634	12/05/17	01	OIL, BOLTS, ROD	01-410-56-00-5620		12.26	
					INVOICE TOTAL:		12.26 *	
					CHECK TOTAL:		12.26	
526387	YORKGFPC	PETTY CASH						
	120917	12/09/17	01	REFRESHMENTS FOR GOAL SETTING	01-110-56-00-5610		20.20	
			02	MEETING	** COMMENT **			
			03	KCWA OCT 2017 MEETING	51-510-54-00-5412		20.00	
			04	TOLL REIMBURSEMENT	52-520-54-00-5415		14.40	
					INVOICE TOTAL:		54.60 *	
					CHECK TOTAL:		54.60	
526388	YORKPDPC	YORKVILLE POLICE DEPT.						
	120517	12/05/17	01	COPY OF SQUAD KEY	01-210-56-00-5620		3.74	
			02	NOTARY CERTIFICATES-NELSON &	01-210-54-00-5462		10.00	
			03	RASMUSSEN	** COMMENT **			
					INVOICE TOTAL:		13.74 *	
					CHECK TOTAL:		13.74	

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
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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INVOICES DUE ON/BEFORE 12/20/2017

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526389	YOUNGM	MARLYS J. YOUNG					
	110917	12/10/17	01	11/09/17 PLAN COUNCIL MEETING	90-113-00-00-0011		45.50
			02	MINUTES	** COMMENT **		
					INVOICE TOTAL:		45.50 *
	111517	12/05/17	01	11/15/17 ADMIN MEETING MINUTES	01-110-54-00-5462		57.00
					INVOICE TOTAL:		57.00 *
	112117	12/04/17	01	11/21/17 PW MEETING MINUTES	01-110-54-00-5462		63.25
					INVOICE TOTAL:		63.25 *
					CHECK TOTAL:		165.75
					TOTAL CHECKS PAID:		490,672.29
					TOTAL ΕΠΕΡΟΪΑDEPOSITS PAID:		40.00
					TOTAL AMOUNT PAID:		490,712.29

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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900053	FNBO	FIRST NATIONAL BANK OMAHA			12/25/17		
	122517-A.SIMMONS	11/30/17	01	COMCAST-OCT 2017 & E-RATE		82-820-54-00-5440	1,463.04
			02	2016-2017 CHARGES		** COMMENT **	
			03	KONICA-9/19-10/18 COPIER		82-820-54-00-5462	8.60
			04	CHARGES		** COMMENT **	
			05	ARAMARK#1591152843-UNIFORMS		01-410-56-00-5600	56.28
			06	ARAMARK#1591152843-UNIFORMS		51-510-56-00-5600	56.28
			07	ARAMARK#1591152843-UNIFORMS		52-520-56-00-5600	28.15
			08	ARAMARK#1591161925-UNIFORMS		01-410-56-00-5600	56.28
			09	ARAMARK#1591161925-UNIFORMS		51-510-56-00-5600	56.28
			10	ARAMARK#1591161925-UNIFORMS		52-520-56-00-5600	28.15
			11	ARAMARK#1591171157-UNIFORMS		01-410-56-00-5600	58.62
			12	ARAMARK#1591171157-UNIFORMS		51-510-56-00-5600	58.62
			13	ARAMARK#1591171157-UNIFORMS		52-520-56-00-5600	29.32
			14	ARAMARK#1591180187-UNIFORMS		01-410-56-00-5600	56.38
			15	ARAMARK#1591180187-UNIFORMS		51-510-56-00-5600	56.38
			16	ARAMARK#1591180187-UNIFORMS		52-520-56-00-5600	28.20
			17	ARAMARK#11591189159-UNIFORMS		01-410-56-00-5600	56.28
			18	ARAMARK#11591189159-UNIFORMS		51-510-56-00-5600	56.28
			19	ARAMARK#11591189159-UNIFORMS		52-520-56-00-5600	28.15
			20	ADS-NOV-OCT ALARM MONITORING		82-820-54-00-5495	345.60
			21	VERIZON-OCT 2017 MOBILE PHONES		01-220-54-00-5440	275.54
			22	VERIZON-OCT 2017 MOBILE PHONES		01-210-54-00-5440	501.68
			23	VERIZON-OCT 2017 MOBILE PHONES		79-795-54-00-5440	72.98
			24	VERIZON-OCT 2017 MOBILE PHONES		51-510-54-00-5440	402.11
			25	VERIZON-OCT 2017 MOBILE PHONES		01-410-54-00-5440	71.80
			26	VERIZON-OCT 2017 MOBILE PHONES		52-520-54-00-5440	50.18
			27	KONICA-10/10-11/9 COPY CHARGES		01-110-54-00-5430	314.66
			28	KONICA-10/10-11/9 COPY CHARGES		01-120-54-00-5430	104.89
			29	KONICA-10/10-11/9 COPY CHARGES		01-220-54-00-5430	144.23
			30	KONICA-10/10-11/9 COPY CHARGES		01-210-54-00-5430	331.35
			31	KONICA-10/10-11/9 COPY CHARGES		01-410-54-00-5462	2.51
			32	KONICA-10/10-11/9 COPY CHARGES		51-510-54-00-5430	2.51
			33	KONICA-10/10-11/9 COPY CHARGES		52-520-54-00-5430	2.52
			34	KONICA-10/10-11/9 COPY CHARGES		79-790-54-00-5462	48.05
			35	KONICA-10/10-11/9 COPY CHARGES		79-795-54-00-5462	48.03
				INVOICE TOTAL:			4,899.93 *
	122517-B.OLSEM	11/30/17	01	METRO WEST-2017 ANNUAL MWCOG		01-110-54-00-5415	100.00
			02	MEETING FOR 2 PEOPLE		** COMMENT **	
			03	QUILL-COPY PAPER		01-110-56-00-5610	489.90
			04	BEACON NEWS SUBSCRIPTION		01-110-54-00-5460	35.22
			05	RENEWAL		** COMMENT **	
			06	QUILL-STENO BOOKS		01-110-56-00-5610	20.06
			07	QUILL-BATTERIES, PACKING TAPE		01-110-56-00-5610	33.27
				INVOICE TOTAL:			678.45 *

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900053	FNBO	FIRST NATIONAL BANK OMAHA			12/25/17		
	122517-B.OLSON	11/30/17	01	TOURISM SEMINAR REGISTRATION		01-110-54-00-5412	149.00
						INVOICE TOTAL:	149.00 *
	122517-D.BEHRENS	11/30/17	01	RURAL KING-JACKET		52-520-56-00-5600	109.99
						INVOICE TOTAL:	109.99 *
	122517-D.DEBOARD	11/30/17	01	HOME DEPO-WREATH, POINTSETTIAS		82-820-56-00-5610	60.86
			02	FLOOR GUARDS		** COMMENT **	
						INVOICE TOTAL:	60.86 *
	122517-E.DHUSE	11/30/17	01	ARAMARK#1591143649-UNIFORMS		01-410-56-00-5600	57.32
			02	ARAMARK#1591143649-UNIFORMS		51-510-56-00-5600	57.32
			03	ARAMARK#1591143649-UNIFORMS		52-520-56-00-5600	28.66
			04	KRAMER TREE-PARKWAY TREE		01-410-54-00-5462	1,650.00
			05	EVALUATIONS		** COMMENT **	
			06	NAPA#182113-LAMPS		01-410-56-00-5628	20.49
			07	NAPA#182103-LOCKNUTS, SCREWS		79-790-56-00-5640	13.12
			08	NAPA#182623-TRAILER WIRE,		01-410-56-00-5628	23.43
			09	LOOMS, CONNECTOR, LAMP		** COMMENT **	
			10	NAPA#182594-FILTERS		51-510-56-00-5628	32.34
			11	NAPA#183023-WIPER BLADES		51-510-56-00-5628	9.98
			12	NAPA#182618-LOOMS, TRAILER		01-410-56-00-5628	60.65
			13	WIRE, LAMPS		** COMMENT **	
						INVOICE TOTAL:	1,953.31 *
	122517-E.TOPPER	11/30/17	01	AMAZON-TONER		82-820-56-00-5610	261.38
			02	AMAZON-TONER		82-820-56-00-5610	187.78
			03	AMAZON-CORRECTION TAPE, TONER		82-820-56-00-5610	204.00
			04	AMAZON PRIME MONTHLY FEE		82-820-56-00-5610	10.99
						INVOICE TOTAL:	664.15 *
	122517-E.WILLRETT	11/30/17	01	MPIX-E-SURFACE PRINTING		01-110-54-00-5430	18.93
			02	TARGET-FRAME		01-110-56-00-5610	21.74
						INVOICE TOTAL:	40.67 *
	122517-J.DYON	11/30/17	01	SAMS-LENS WIPES, PAPER PLATES		01-110-56-00-5610	24.64
						INVOICE TOTAL:	24.64 *
	122517-J.ENGBERG	11/30/17	01	CERTIFIED MAILINGS		01-220-54-00-5452	46.13
			02	ADOBE-MONTHLY CREATIVE CLOUD		01-220-56-00-5635	49.99
			03	LICENSE		** COMMENT **	
						INVOICE TOTAL:	96.12 *
	122517-J.GALAUNER	11/30/17	01	JEWEL-WATER FOR CHILI CHASE		79-795-56-00-5606	10.00
						INVOICE TOTAL:	10.00 *

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900053	FNBO	FIRST NATIONAL BANK OMAHA			12/25/17		
	122517-J.WEISS	11/30/17	01	DOLLAR TREE-SUPPLIES FOR		82-820-56-00-5671	21.00
			02	CHILDREN'S PROGRAMING		** COMMENT **	
			03	WALMART-SUPPLIES FOR CHILDRENS		82-820-56-00-5671	54.80
			04	PROGRAMING		** COMMENT **	
						INVOICE TOTAL:	75.80 *
	122517-K.BARKSDALE	11/30/17	01	WAREHOUSE DRCT-POCKET FILES		01-220-56-00-5610	91.56
			02	KONE-NOV 2017 ELEVATOR		23-216-54-00-5446	150.15
			03	MAINTENANCE		** COMMENT **	
			04	APA-REED ANALYSIS TIPS & TRAPS		01-220-54-00-5412	25.00
						INVOICE TOTAL:	266.71 *
	122517-K.LAWRENTZ	11/30/17	01	FARM&FLEET-HOODED JACKET		51-510-56-00-5600	119.99
						INVOICE TOTAL:	119.99 *
	122517-L.HILT	11/30/17	01	STREICHERS-BADGE		01-210-56-00-5600	107.50
			02	DAVE AUTO#25813-OIL CHANGE ,		01-210-54-00-5495	540.00
			03	REPLACE WATER PUMP		** COMMENT **	
			04	DAVE AUTO#25782-OIL CHANGE		01-210-54-00-5495	85.00
			05	DAVE AUTO#25802-REPLACE		01-210-54-00-5495	560.00
			06	RADIATOR		** COMMENT **	
			07	DAVE AUTO#25803-REPLACE		01-210-54-00-5495	90.00
			08	HEADLIGHTS		** COMMENT **	
			09	VERIZON-NOV 2017 IN CAR UNITS		01-210-54-00-5440	640.23
						INVOICE TOTAL:	2,022.73 *
	122517-M.EBERHARDT	11/30/17	01	MCDONALDS-GIFT CARD		82-000-24-00-2480	20.00
			02	NCG CINEMA-GIFT CARD		82-000-24-00-2480	20.00
						INVOICE TOTAL:	40.00 *
	122517-N.DECKER	11/30/17	01	KC PRINT-BUSINESS CARDS-NELSON		01-210-54-00-5430	58.00
			02	KC PRINT-NOTARY		01-210-56-00-5610	22.50
			03	STAMP-RASMUSSON		** COMMENT **	
			04	ACCURINT-OCT 2017 SEARCHES		01-210-54-00-5462	155.75
			05	MINER ELEC#264070-PULLED DOCK		01-210-54-00-5495	190.00
			06	FOR DEPO REPAIR		** COMMENT **	
			07	MINER ELEC#264346-REPLACED		01-210-54-00-5495	95.00
			08	GROUND & REATTACHED BUMBER		** COMMENT **	
			09	MINER ELEC#264347-DIAGNOSTIC		01-210-54-00-5495	47.50
			10	AT&T-10/25-11/24 SERVICE		01-210-54-00-5440	141.82
			11	COMCAST-11/08-12/07 CABLE		01-210-54-00-5440	4.23
			12	SHRED IT 10/25 ON SITE		01-210-54-00-5462	144.26
			13	SHREDDING		** COMMENT **	
						INVOICE TOTAL:	859.06 *
	122517-R.FREDRICKSON	11/30/17	01	IGFOA-2017 PENSION & OPEB		01-120-54-00-5412	170.00

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900053	FNBO	FIRST NATIONAL BANK OMAHA			12/25/17		
	122517-R.FREDRICKSON	11/30/17	02	INSTITUTE		** COMMENT **	
			03	FY 2017 CAFR AWARD FEE		01-120-54-00-5462	435.00
			04	GFOA-BUILDING A BETTER BUDGET		01-120-54-00-5412	85.00
			05	DOCUMENT WEBINAR		** COMMENT **	
			06	NEWTEK-11/11-12/11 WEB HOSTING		01-640-54-00-5450	16.59
			07	GFOA-ANNUAL GOVERNMENTAL GAAP		01-120-54-00-5412	180.00
			08	UPDATE STREAMING EVENT		** COMMENT **	
			09	JRB PACKET POSTAGE		87-870-54-00-5462	5.78
			10	JRB PACKET POSTAGE		88-880-54-00-5462	5.77
			11	COMCAST-10/24-11/23 INTERNET		01-110-54-00-5440	71.75
			12	COMCAST-10/24-11/23 INTERNET		01-220-54-00-5440	71.75
			13	COMCAST-10/24-11/23 PHONE &		79-790-54-00-5440	77.89
			14	CABLE		** COMMENT **	
			15	COMCAST-10/24-11/23 INTERNET		01-120-54-00-5440	47.84
			16	COMCAST-10/24-11/23 INTERNET		79-790-54-00-5440	65.78
			17	COMCAST-10/24-11/23 INTERNET		01-210-54-00-5440	310.94
			18	COMCAST-10/24-11/23 INTERNET		79-795-54-00-5440	65.78
			19	COMCAST-10/24-11/23 INTERNET		52-520-54-00-5440	35.88
			20	COMCAST-10/24-11/23 INTERNET		01-410-54-00-5440	59.80
			21	COMCAST-10/24-11/23 INTERNET		51-510-54-00-5440	164.63
						INVOICE TOTAL:	1,870.18 *
	122517-R.HARMON	11/30/17	01	CARSON DELLOSA-CLASSROOM AIDS		79-795-56-00-5606	34.63
			02	PURE FUN-JUICE		79-795-56-00-5606	122.02
			03	TARGET-MILK, PAPER TOWELS		79-795-56-00-5606	36.03
			04	JET-BOOKCASES		79-795-56-00-5606	404.58
			05	SCHOLASTIC-BOOKS		79-795-56-00-5606	45.00
			06	MICHAELS-PRESCHOOL CRAFT		79-795-56-00-5606	62.43
			07	SUPPLIES		** COMMENT **	
			08	HOBBY LOBBY-CHRISTMAS SUPPLIES		79-795-56-00-5606	88.48
			09	AMAZON-CANDY CANES		79-795-56-00-5606	25.69
			10	AMAZON-NOVEMBER PRESCHOOL		79-795-56-00-5606	33.72
			11	SUPPLIES		** COMMENT **	
			12	AMAZON-COTTON BALLS, COTTON		79-795-56-00-5606	32.38
			13	COIL, SONG BOOK		** COMMENT **	
			14	WALMART-PRESCHOOL PROGRAM		79-795-56-00-5606	27.61
			15	SUPPLIES		** COMMENT **	
						INVOICE TOTAL:	912.57 *
	122517-R.MIKOLASEK	11/30/17	01	SIRCHIE-EVIDENCE BAGS, NARK		01-210-56-00-5620	168.98
			02	REAGENTS		** COMMENT **	
			03	STREICHERS-POLO SHIRTS		01-210-56-00-5600	73.98
			04	LA POLICE GEAR-CONCEALMENT		01-210-56-00-5600	60.98
			05	HOLSTER		** COMMENT **	
			06	STEVENS-EMBROIDERED POLICE		01-210-56-00-5600	89.00

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900053	FNBO	FIRST NATIONAL BANK OMAHA			12/25/17		
	122517-R.MIKOLASEK	11/30/17	07	T-SHIRT		** COMMENT **	
			08	IL TACTICAL OFFICERS		01-210-54-00-5415	113.17
			09	ASSOCIATION CONFERENCE LODGING		** COMMENT **	
			10	1 PRIORITY PACKAGE SHIPPED		01-210-54-00-5452	33.05
						INVOICE TOTAL:	539.16 *
	122517-R.WRIGHT	11/30/17	01	RUSH-RANDOM DOT TESTING		01-410-54-00-5462	45.00
			02	RUSH-NEW HIRE TESTING		01-210-54-00-5462	120.00
			03	RUSH-RECHECK TESTING		79-795-54-00-5462	40.00
			04	AMAZON-CASH COUNTING MACHINE		01-210-56-00-5610	179.99
						INVOICE TOTAL:	384.99 *
	122517-S.AUGUSTINE	11/30/17	01	AMAZON-LABELS		82-820-56-00-5610	26.94
			02	JEWEL-COFFEE, COFFEE CAKE		82-820-56-00-5671	13.60
			03	IMPRINT-TABLE THROW & RUNNER		82-000-24-00-2480	187.08
						INVOICE TOTAL:	227.62 *
	122517-S.IWANSKI	11/30/17	01	VISTA PRINT-LIBRARY BUSINESS		82-820-56-00-5610	28.78
			02	CARDS		** COMMENT **	
			03	POSTAGE FOR BOOKS		82-820-54-00-5452	27.82
						INVOICE TOTAL:	56.60 *
	122517-S.REDMON	11/30/17	01	SMITHEREEN-BRIDGE PARK REGULAR		79-795-54-00-5462	130.00
			02	SCHEDULED PC SERVICE		** COMMENT **	
			03	SHAW-HTD FESTIVAL TENT DEPOSIT		79-000-14-00-1400	750.00
			04	AT&T UVERSE-10/24-11/23 TOWN		79-795-54-00-5440	55.32
			05	SQAURE PARK SIGN		** COMMENT **	
			06	MAD SCIENCE OF CHICAGO		79-795-54-00-5462	156.00
			07	SUBURBS WORKSHOP		** COMMENT **	
			08	AMAZON-SAFETY PINS FOR CHILI		79-795-56-00-5606	15.51
			09	CHASE		** COMMENT **	
			10	IPRA JOB POSTING		79-795-54-00-5426	165.00
			11	FUN EXPRESS-CANDY CANES,		79-795-56-00-5606	73.50
			12	GLITTER MOSAIC		** COMMENT **	
			13	TOP GOLF OUTING DEPOSIT		79-795-56-00-5606	942.00
			14	AMAZON-HOLIDAY PAPER AND		79-795-56-00-5606	29.90
			15	ENVELOPES		** COMMENT **	
			16	JEWEL-COOKIES FOR CHILI CHASE		79-795-56-00-5606	26.97
			17	YANKEE CANDLE FUND RAISER		79-795-56-00-5606	2,972.49
			18	AMERICAN LEGION-10 CASES OF		79-795-56-00-5606	80.00
			19	WATER		** COMMENT **	
						INVOICE TOTAL:	5,396.69 *
	122517-S.SLEEZER	11/30/17	01	ATTACHMENTS DIRECT-AUGER,		79-790-54-00-5485	3,958.00
			02	AUGER BITS		** COMMENT **	
						INVOICE TOTAL:	3,958.00 *

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UNITED CITY OF YORKVILLE
 MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
900053	FNBO	FIRST NATIONAL BANK OMAHA			12/25/17		
	122517-T.HOULE	11/30/17	01	1000BULBS-CHRISTMAS LIGHTS		79-790-56-00-5640	2,722.19
						INVOICE TOTAL:	2,722.19 *
	122517-T.KLINGEL	11/30/17	01	NOV 2017 GASOLINE		01-210-56-00-5695	31.10
			02	LODGING		01-210-54-00-5415	197.58
			03	FOR HART & KLINGEL		** COMMENT **	
			04	I TUNES - DETECTIVE		01-210-56-00-5620	10.61
			05	INVESTIGATION APP		** COMMENT **	
						INVOICE TOTAL:	239.29 *
	122517-T.KONEN	11/30/17	01	HACH-CHEMICALS		51-510-56-00-5638	455.55
			02	DELL-MONITOR		51-510-56-00-5635	180.61
			03	AMAZON-FURNANCE MICROTEMP FUSE		51-510-56-00-5640	45.98
			04	CROWN PLAZA-LODGING FOR IWWA		51-510-54-00-5415	393.49
			05	MARCH 2017 CONFERENCE		** COMMENT **	
			06	ALLIED ELECTRONICS-DIM TIMER		51-510-56-00-5640	135.58
			07	FOR TREATMENT PLANT		** COMMENT **	
						INVOICE TOTAL:	1,211.21 *
	122517-T.NELSON	11/30/17	01	SEPT-OCT 2017 PORT-O-LETS		79-795-56-00-5620	2,992.73
						INVOICE TOTAL:	2,992.73 *
	122517-T.SOELKE	11/30/17	01	TARGET-FLASH DRIVE		52-520-56-00-5620	23.91
						INVOICE TOTAL:	23.91 *
	122517-UCOY	11/30/17	01	GFOA ANNUAL DUES RENEWAL		01-120-54-00-5460	170.00
						INVOICE TOTAL:	170.00 *
						CHECK TOTAL:	32,776.55
						TOTAL AMOUNT PAID:	32,776.55

CHECK DATE: 01/02/18

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
526166	R0001991	SAMUEL & JENNA ROOT					
	20170461-BUILD	12/29/17	01	1027 N CARLY CR BUILD PROGRAM	23-000-24-00-2445	680.00	
			02	1027 N CARLY CR BUILD PROGRAM	51-000-24-00-2445	5,320.00	
			03	1027 N CARLY CR BUILD PROGRAM	52-000-24-00-2445	4,000.00	
					INVOICE TOTAL:	10,000.00	*
					CHECK TOTAL:		10,000.00
526167	R0001992	RICHARD NELSON					
	20170578-BUILD	12/29/17	01	948 PURCELL BUILD PROGRAM	25-000-24-21-2445	680.00	
			02	948 PURCELL BUILD PROGRAM	51-000-24-00-2445	5,320.00	
			03	948 PURCELL BUILD PROGRAM	52-000-24-00-2445	4,000.00	
					INVOICE TOTAL:	10,000.00	*
					CHECK TOTAL:		10,000.00
526168	R0001993	LAURA CURRAN					
	20170576-BUILD	12/29/17	01	921 PURCELL BUILD PROGRAM	25-000-24-21-2445	680.00	
			02	921 PURCELL BUILD PROGRAM	51-000-24-00-2445	5,320.00	
			03	921 PURCELL BUILD PROGRAM	52-000-24-00-2445	4,000.00	
					INVOICE TOTAL:	10,000.00	*
					CHECK TOTAL:		10,000.00
526169	R0001994	LISA PARKS					
	20170662-BUILD	12/21/17	01	2591 LYMAN LOOP BUILD PROGRAM	23-000-24-00-2445	3,880.80	
			02	2591 LYMAN LOOP BUILD PROGRAM	25-000-24-20-2445	600.00	
			03	2591 LYMAN LOOP BUILD PROGRAM	25-000-24-21-2445	1,600.00	
			04	2591 LYMAN LOOP BUILD PROGRAM	25-000-24-22-2445	100.00	
			05	2591 LYMAN LOOP BUILD PROGRAM	42-000-24-00-2445	50.00	
			06	2591 LYMAN LOOP BUILD PROGRAM	51-000-24-00-2445	675.60	
			07	2591 LYMAN LOOP BUILD PROGRAM	52-000-24-00-2445	1,000.00	
					INVOICE TOTAL:	7,906.40	*
					CHECK TOTAL:		7,906.40
					TOTAL AMOUNT PAID:		37,906.40

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
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 01/09/2018

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
526391	AACVB	AURORA AREA CONVENTION						
	11/17-HAMPTON	12/22/17	01	NOV 2017 HAMPTON INN HOTEL TAX	01-640-54-00-5481		4,366.36	
						INVOICE TOTAL:	4,366.36 *	
	11/17-SUPER	12/27/17	01	NOV 2017 SUPER 8 HOTEL TAX	01-640-54-00-5481		1,515.74	
						INVOICE TOTAL:	1,515.74 *	
						CHECK TOTAL:	5,882.10	
526392	ADSLLC	ADS, LLC						
	35151-1117	11/30/17	01	FLOW MONITORING SERVICES	52-520-60-00-6025		17,900.00	
						INVOICE TOTAL:	17,900.00 *	
						CHECK TOTAL:	17,900.00	
526393	APC	ARC DESIGN RESOURCES						
	122717	12/27/17	01	PUBLIC HEARING SIGN REFUND	01-000-42-00-4210		50.00	
						INVOICE TOTAL:	50.00 *	
						CHECK TOTAL:	50.00	
526394	ATLAS	ATLAS BOBCAT						
	BV7039	12/16/17	01	BUSHING, LEVERS, SPRINGS,	01-410-56-00-5640		281.56	
			02	WIPERS, NUTS, PLATES	** COMMENT **			
						INVOICE TOTAL:	281.56 *	
						CHECK TOTAL:	281.56	
D000719	BEHRD	DAVID BEHRENS						
	010118	01/01/18	01	DEC 2017 MOBILE EMAIL	52-520-54-00-5440		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
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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INVOICES DUE ON/BEFORE 01/09/2018

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
526395	BNYMGLOB	THE BANK OF NEW YORK MELLON						
	252-2074555	12/26/17	01	BOND SERIES 2004B ADMIN FEE	52-520-54-00-5498		588.50	
						INVOICE TOTAL:	588.50 *	
	252-2074574	12/26/17	01	BOND SERIES 2014 ADMIN FEE	87-870-54-00-5498		535.00	
						INVOICE TOTAL:	535.00 *	
						CHECK TOTAL:	1,123.50	
D000720	BROWND	DAVID BROWN						
	010118	01/01/18	01	DEC 2017 MOBILE EMAIL	52-520-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:	45.00 *	
						DIRECT DEPOSIT TOTAL:	45.00	
526396	CAMBRIA	CAMBRIA SALES COMPANY INC.						
	39297	12/04/17	01	GARBAGE BAGS, TOILET TISSUE,	01-110-56-00-5610		359.08	
			02	PAPER TOWEL, LOTION SOAP	** COMMENT **			
						INVOICE TOTAL:	359.08 *	
						CHECK TOTAL:	359.08	
526397	COMED	COMMONWEALTH EDISON						
	1183088101-1217	12/22/17	01	11/21-12/22 1107 PRAIRIE LIFT	52-520-54-00-5480		121.82	
						INVOICE TOTAL:	121.82 *	
	1613010022-1117	12/12/17	01	11/08-12/11 BALLFIELDS	79-795-54-00-5480		294.09	
						INVOICE TOTAL:	294.09 *	
	1718099052-1217	12/22/17	01	11/21-12/22 872 PRAIRIE CR	52-520-54-00-5480		166.27	
						INVOICE TOTAL:	166.27 *	

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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
526397	COMED 2668047007-1217	COMMONWEALTH EDISON 12/22/17	01	11/21-12/22 1908 RAINTREE RD	51-510-54-00-5480		141.25
						INVOICE TOTAL:	141.25 *
	8344010026-1117	12/19/17	01	11/16-12/18 MISC STREET LIGHTS	15-155-54-00-5482		333.21
						INVOICE TOTAL:	333.21 *
					CHECK TOTAL:		1,056.64
526398	CONCINTE 0195839	CONCENTRIC INTEGRATION, LLC 11/15/17	01	MOZY CLOUD BACKUPS	01-640-54-00-5450		10,800.00
						INVOICE TOTAL:	10,800.00 *
					CHECK TOTAL:		10,800.00
526399	DHUSEE 010118	DHUSE, ERIC 01/01/18	01	DEC 2017 MOBILE EMAIL	01-410-54-00-5440		15.00
			02	REIMBURSEMENT	** COMMENT **		
			03	DEC 2017 MOBILE EMAIL	51-510-54-00-5440		15.00
			04	REIMBURSEMENT	** COMMENT **		
			05	DEC 2017 MOBILE EMAIL	52-520-54-00-5440		15.00
			06	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
					CHECK TOTAL:		45.00
D000721	DLK 146	DLK, LLC 12/28/17	01	DEC 2017 ECONOMIC DEVELOPMENT	01-640-54-00-5486		9,425.00
			02	HOURS	** COMMENT **		
						INVOICE TOTAL:	9,425.00 *
	167	12/28/17	01	ADDITIONAL BANKED HOURS FOR	01-640-54-00-5465		8,700.00

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

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INVOICES DUE ON/BEFORE 01/09/2018

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D000721	DLK DLK, LLC						
	167	12/28/17	02	ECONOMIC DEVELOPMENT FOR OCT -	** COMMENT **		
			03	DEC 2017	** COMMENT **		
					INVOICE TOTAL:		8,700.00 *
					DIRECT DEPOSIT TOTAL:		18,125.00
526400	EEI ENGINEERING ENTERPRISES, INC.						
	63345	12/18/17	01	CITY OF YORKVILLE	01-640-54-00-5465		938.50
					INVOICE TOTAL:		938.50 *
	63346-5	12/18/17	01	KENNEDY RD SHARED USE PATH	23-230-60-00-6094		12,111.30
					INVOICE TOTAL:		12,111.30 *
	63351	12/18/17	01	TRAFFIC CONTROL SIGNAGE &	01-640-54-00-5465		191.00
			02	MARKINGS	** COMMENT **		
					INVOICE TOTAL:		191.00 *
	63353	12/18/17	01	WINDETT RIDGE	01-640-54-00-5465		339.75
					INVOICE TOTAL:		339.75 *
	63354	12/18/17	01	GRANDE RESERVE - AVANTI	01-640-54-00-5465		573.00
					INVOICE TOTAL:		573.00 *
	63355	12/18/17	01	CALEDONIA	01-640-54-00-5465		431.25
					INVOICE TOTAL:		431.25 *
	63356	12/18/17	01	BRISTOL BAY, UNIT 3	01-640-54-00-5465		140.50
					INVOICE TOTAL:		140.50 *
	63357	12/18/17	01	WATER ATLAS MAP UPDATES	01-640-54-00-5465		33.50
					INVOICE TOTAL:		33.50 *
	63358	12/18/17	01	YORKVILLE CHRISTIAM SCHOOL	90-055-55-00-0111		1,254.00
					INVOICE TOTAL:		1,254.00 *

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

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INVOICES DUE ON/BEFORE 01/09/2018

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
526400	EEI	ENGINEERING ENTERPRISES, INC.						
	63360	12/18/17	01	IL RT71 SANITARY SEWER AND	51-510-60-00-6066		2,384.23	
			02	WATER MAIN REPLACEMENT	** COMMENT **			
			03	IL RT71 SANITARY SEWER AND	52-520-60-00-6066		559.27	
			04	WATER MAIN REPLACEMENT	** COMMENT **			
					INVOICE TOTAL:		2,943.50 *	
					CHECK TOTAL:		18,956.30	
526401	EEI	ENGINEERING ENTERPRISES, INC.						
	63361	12/18/17	01	RIVERFRONT PARK IMPROVEMENTS	72-720-60-00-6045		9,122.75	
					INVOICE TOTAL:		9,122.75 *	
					CHECK TOTAL:		9,122.75	
526402	EEI	ENGINEERING ENTERPRISES, INC.						
	63362	12/18/17	01	US RT34 IMPROVEMENTS	01-640-54-00-5465		95.50	
					INVOICE TOTAL:		95.50 *	
	63363	12/18/17	01	BRISTOL BAY 65 PARK	72-720-60-00-6043		280.75	
			02	IMPROVEMENTS	** COMMENT **			
					INVOICE TOTAL:		280.75 *	
	63364	12/18/17	01	QUIET ZONE INITIATIVE	01-640-54-00-5465		185.00	
					INVOICE TOTAL:		185.00 *	
	63365	12/18/17	01	COUNTRYSIDE STREET AND WATER	51-510-60-00-6082		1,817.22	
			02	MAIN IMPROVEMENTS	** COMMENT **			
			03	COUNTRYSIDE STREET AND WATER	23-230-60-00-6082		1,113.78	
			04	MAIN IMPROVEMENTS	** COMMENT **			
					INVOICE TOTAL:		2,931.00 *	
	63366	12/18/17	01	WHISPERING MEADOWS - CITY VS	01-640-54-00-5465		1,146.00	

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
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01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
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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	
526402	EEI	ENGINEERING ENTERPRISES, INC.						
	63366	12/18/17	02	FIDELITY	** COMMENT **			
						INVOICE TOTAL:	1,146.00 *	
	63367	12/18/17	01	GC HOUSING DEVELOPMENT	90-089-89-00-0111		1,659.00	
						INVOICE TOTAL:	1,659.00 *	
	63368	12/18/17	01	KBL COMMUNITY CENTER	90-104-00-00-0111		2,107.75	
						INVOICE TOTAL:	2,107.75 *	
	63369	12/18/17	01	2017 ROAD PROGRAM	23-230-60-00-6025		493.50	
						INVOICE TOTAL:	493.50 *	
	63370	12/18/17	01	WRIGLEY ACCESS DR & RT47	23-230-60-00-6009		141.75	
			02	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:	141.75 *	
	63371	12/18/17	01	ADA TRANSITION PLAN	23-230-54-00-5465		1,288.75	
						INVOICE TOTAL:	1,288.75 *	
	63372	12/18/17	01	MATHRE SITE	90-100-00-00-0111		74.00	
						INVOICE TOTAL:	74.00 *	
	63373	12/18/17	01	BLACKBERRY WOODS - PHASE B	01-640-54-00-5465		7,635.25	
						INVOICE TOTAL:	7,635.25 *	
	63374	12/18/17	01	CEDARHURST LIVING SITE	90-101-00-00-0111		1,328.50	
						INVOICE TOTAL:	1,328.50 *	
	63375	12/18/17	01	WEST WASHINGTON STREET WATER	51-510-60-00-6025		270.75	
			02	MAIN REPLACEMENT	** COMMENT **			
						INVOICE TOTAL:	270.75 *	
	63376	12/18/17	01	2017 SANITARY SEWER LINING	52-520-60-00-6025		2,296.75	
						INVOICE TOTAL:	2,296.75 *	

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

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526402	EEI	ENGINEERING ENTERPRISES, INC.						
	63377	12/18/17	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00	
						INVOICE TOTAL:	1,900.00 *	
						CHECK TOTAL:	23,834.25	
526403	EEI	ENGINEERING ENTERPRISES, INC.						
	63378	12/18/17	01	RAINTREE VILLAGE UNITS 4,5 & 6	01-640-54-00-5465		111.00	
			02	POND MAINTENANCE	** COMMENT **			
						INVOICE TOTAL:	111.00 *	
						CHECK TOTAL:	111.00	
526404	EEI	ENGINEERING ENTERPRISES, INC.						
	63379	12/18/17	01	KENNEDY RD IMPROVEMENTS -	23-230-60-00-6086		165.00	
			02	RESURFACING	** COMMENT **			
						INVOICE TOTAL:	165.00 *	
	63380	12/18/17	01	CASEY'S SITE IMPROVEMENTS	90-105-00-00-0111		286.50	
						INVOICE TOTAL:	286.50 *	
	63381	12/18/17	01	CENTER PARKWAY/COUNTRYSIDE	23-230-60-00-6084		826.50	
			02	PARKWAY RESURFACING	** COMMENT **			
						INVOICE TOTAL:	826.50 *	
	63382	12/18/17	01	SANITARY SEWER FLOW MONITORING	52-520-60-00-6025		1,504.50	
						INVOICE TOTAL:	1,504.50 *	
						CHECK TOTAL:	2,782.50	
526405	EEI	ENGINEERING ENTERPRISES, INC.						
	63383	12/18/17	01	PAVILLION RD STREAMBANK	23-230-60-00-6025		1,765.00	

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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526405	EEI	ENGINEERING ENTERPRISES, INC.						
	63383	12/18/17	02	STABILIZATION	** COMMENT **			
					INVOICE TOTAL:		1,765.00 *	
					CHECK TOTAL:		1,765.00	
526406	EEI	ENGINEERING ENTERPRISES, INC.						
	63384	12/18/17	01	SUB-REGIONAL WATER	51-510-54-00-5465		5,606.00	
			02	COORDINATION	** COMMENT **			
					INVOICE TOTAL:		5,606.00 *	
	63385	12/18/17	01	BRISTOL BAY - UNIT 11	01-640-54-00-5465		3,277.00	
					INVOICE TOTAL:		3,277.00 *	
	63386	12/18/17	01	KENDALL MARKETPLACE	01-640-54-00-5465		1,179.75	
			02	RESIDENTIAL	** COMMENT **			
					INVOICE TOTAL:		1,179.75 *	
	63387	12/18/17	01	GRANDE RESERVE - UNIT 23	01-640-54-00-5465		8,645.50	
					INVOICE TOTAL:		8,645.50 *	
	63388	12/18/17	01	HOLIDAY INN EXPRESS & SUITES	90-108-00-00-0111		3,028.75	
					INVOICE TOTAL:		3,028.75 *	
	63389	12/18/17	01	GRANDE RESERVE - UNIT 8	01-640-54-00-5465		1,752.00	
					INVOICE TOTAL:		1,752.00 *	
	63390	12/18/17	01	GRANDE RESERVE - UNIT 1	01-640-54-00-5465		4,970.75	
					INVOICE TOTAL:		4,970.75 *	
	63391	12/18/17	01	2017 ITEP APPLICATION	01-640-54-00-5465		13,594.00	
					INVOICE TOTAL:		13,594.00 *	
	63392	12/18/17	01	FY2019 BUDGET	01-640-54-00-5465		477.50	
					INVOICE TOTAL:		477.50 *	

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

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526406	EEI	ENGINEERING ENTERPRISES, INC.						
	63393	12/18/17	01	2018 ROAD PROGRAM	23-230-60-00-6025		9,919.75	
						INVOICE TOTAL:	9,919.75 *	
	63394	12/18/17	01	GALENA RD BRIDGE REPLACEMENT	01-640-54-00-5465		350.00	
						INVOICE TOTAL:	350.00 *	
	63395	12/18/17	01	BRISTOL BAY RESUBDIVISION	90-113-00-00-0111		9,215.75	
						INVOICE TOTAL:	9,215.75 *	
	63396	12/18/17	01	WRIGLEY PARKING LOT REPAVING	90-112-00-00-0111		2,517.50	
						INVOICE TOTAL:	2,517.50 *	
	63397	12/18/17	01	LOT 6 LANDMARK SUBDIVISION	01-640-54-00-5465		477.50	
						INVOICE TOTAL:	477.50 *	
						CHECK TOTAL:	65,011.75	
D000722	EVANST	TIM EVANS						
	010118	01/01/18	01	DEC 2017 MOBILE EMAIL	79-790-54-00-5440		22.50	
			02	REIMBURSEMENT	** COMMENT **			
			03	DEC 2017 MOBILE EMAIL	79-795-54-00-5440		22.50	
			04	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:	45.00 *	
						DIRECT DEPOSIT TOTAL:	45.00	
D000723	FREDRICKSON	ROB FREDRICKSON						
	010118	01/01/18	01	DEC 2017 MOBILE EMAIL	01-120-54-00-5440		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
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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D000724	GALAUNEJ	JAKE GALAUNER						
	010118		01/01/18	01	DEC 2017 MOBILE EMAIL	79-795-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
526407	GARDKOCH	GARDINER KOCH & WEISBERG						
	H-2364C-130287		12/19/17	01	KIMBALL HILL I MATTERS	01-640-54-00-5461		5,594.37
						INVOICE TOTAL:		5,594.37 *
	H-3181C-130284		12/19/17	01	GENERAL CITY LEGAL MATTERS	01-640-54-00-5461		572.00
						INVOICE TOTAL:		572.00 *
	H-3525C-130286		12/19/17	01	KIMBALL HILL II UNIT 4 MATTERS	01-640-54-00-5461		1,188.00
						INVOICE TOTAL:		1,188.00 *
	H-3995C-130288		12/19/17	01	YMCA MATTERS	01-640-54-00-5461		44.00
						INVOICE TOTAL:		44.00 *
	H-4412C-130285		12/19/17	01	GREEN ORGANICS MATTERS	01-640-54-00-5461		509.20
						INVOICE TOTAL:		509.20 *
						CHECK TOTAL:		7,907.57
526408	GASVODA	GASVODA & ASSOCIATES, INC						
	INV1702587		12/21/17	01	REBUILD WEBTROL BOOSTER PUMP	51-510-54-00-5495		495.96
						INVOICE TOTAL:		495.96 *
						CHECK TOTAL:		495.96
526409	GLATFELT	GLATFELTER UNDERWRITING SRVS.						
	6767114-PREMIUM		12/31/17	01	2018 LIABILITY INS PREMIUM	01-640-52-00-5231		28,585.72

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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526409	GLATFELT	GLATFELTER UNDERWRITING SRVS.						
	6767114-PREMIUM	12/31/17	02	2018 LIABILITY INS PREMIUM-PR	01-640-52-00-5231		5,353.75	
			03	2018 LIABILITY INS PREMIUM	51-510-52-00-5231		3,135.56	
			04	2018 LIABILITY INS PREMIUM	52-520-52-00-5231		1,576.55	
			05	2018 LIABILITY INS PREMIUM	82-820-52-00-5231		2,690.42	
						INVOICE TOTAL:	41,342.00 *	
						CHECK TOTAL:	41,342.00	
D000725	GOLINSKI	GARY GOLINSKI						
	010118	01/01/18	01	DEC 2017 MOBILE EMAIL	01-110-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:	45.00 *	
						DIRECT DEPOSIT TOTAL:	45.00	
D000726	HARMANR	RHIANNON HARMON						
	010118	01/01/18	01	DEC 2017 MOBILE EMAIL	79-795-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:	45.00 *	
						DIRECT DEPOSIT TOTAL:	45.00	
D000727	HARTRICH	HART, RICHARD						
	010118	01/01/18	01	DEC 2017 MOBILE EMAIL	01-210-54-00-5440		45.00	
			02	REIMBURSEMENT	** COMMENT **			
						INVOICE TOTAL:	45.00 *	
						DIRECT DEPOSIT TOTAL:	45.00	
D000728	HENNED	DURK HENNE						
	010118	01/01/18	01	DEC 2017 MOBILE EMAIL	01-410-54-00-5440		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
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D000728	HENNED 010118	DURK HENNE 01/01/18	02	REIMBURSEMENT	** COMMENT **		45.00 *
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D000729	HERNANDA 010118	ADAM HERNANDEZ 01/01/18	01 02	DEC 2017 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440 ** COMMENT **		45.00 45.00 *
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D000730	HILTL 010118	LARRY HILT 01/01/18	01 02	DEC 2017 MOBILE EMAIL REIMBURSEMENT	01-210-54-00-5440 ** COMMENT **		45.00 45.00 *
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D000731	HORNERR 010118	RYAN HORNER 01/01/18	01 02	DEC 2017 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440 ** COMMENT **		45.00 45.00 *
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D000732	HOULEA 010118	ANTHONY HOULE 01/01/18	01 02	DEC 2017 MOBILE EMAIL REIMBURSEMENT	79-790-54-00-5440 ** COMMENT **		45.00 45.00 *
					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
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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526410	ILTREASU	STATE OF ILLINOIS TREASURER					
	65	01/01/17	01	RT47 EXPANSION PYMT #65	15-155-60-00-6079		6,148.90
			02	RT47 EXPANSION PYMT #65	51-510-60-00-6079		16,462.00
			03	RT47 EXPANSION PYMT #65	52-520-60-00-6079		4,917.93
			04	RT47 EXPANSION PYMT #65	88-880-60-00-6079		618.36
						INVOICE TOTAL:	28,147.19 *
						CHECK TOTAL:	28,147.19
526411	INTERDEV	INTERDEV, LLC					
	1011958	12/13/17	01	GO-DADDY SUPPORT	01-640-54-00-5450		112.19
						INVOICE TOTAL:	112.19 *
						CHECK TOTAL:	112.19
526412	KANEWATE	KANE COUNTY WATER ASSOCIATION					
	2018 DUES	12/19/17	01	ANNUAL DUE RENEWAL FOR 5	51-510-54-00-5460		125.00
			02	PUBLIC WORKS EMPLOYEES	** COMMENT **		
						INVOICE TOTAL:	125.00 *
						CHECK TOTAL:	125.00
526413	KENDCROS	KENDALL CROSSING, LLC					
	AMU REBATE 10/17	12/15/17	01	NCG AMUSEMENT TAX REBATE FOR	01-640-54-00-5439		2,245.46
			02	OCT 2017	** COMMENT **		
						INVOICE TOTAL:	2,245.46 *
	AMU REBATE 11/17	12/15/17	01	NCG AMUSEMENT TAX REBATE FOR	01-640-54-00-5439		4,937.11
			02	NOV 2017	** COMMENT **		
						INVOICE TOTAL:	4,937.11 *
						CHECK TOTAL:	7,182.57

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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D000733	KLEEFISG	GLENN KLEEFISCH					
	010118	01/01/18	01	DEC 2017 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
526414	KONENT	TOM KONEN					
	122117	12/21/17	01	KANE COUNTY ASSOCIATION DEC	51-510-54-00-5460		50.00
			02	2017 MEETING DUES	** COMMENT **		
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
526415	KONICA	KONICA MINOLTA					
	010118	01/01/18	01	01/01/18-02/01/18 COPIER LEASE	01-110-54-00-5485		175.19
			02	01/01/18-02/01/18 COPIER LEASE	01-120-54-00-5485		140.15
			03	01/01/18-02/01/18 COPIER LEASE	01-220-54-00-5485		260.98
			04	01/01/18-02/01/18 COPIER LEASE	01-210-54-00-5485		366.84
			05	01/01/18-02/01/18 COPIER LEASE	01-410-54-00-5485		35.29
			06	01/01/18-02/01/18 COPIER LEASE	51-510-54-00-5485		35.29
			07	01/01/18-02/01/18 COPIER LEASE	52-520-54-00-5485		35.29
			08	01/01/18-02/01/18 COPIER LEASE	79-790-54-00-5485		130.49
			09	01/01/18-02/01/18 COPIER LEASE	79-795-54-00-5485		130.48
					INVOICE TOTAL:		1,310.00 *
					CHECK TOTAL:		1,310.00
526416	LLWCONSU	LLOYD WARBER					
	10427	01/02/18	01	NOV-DEC 2017 IT SUPPORT	82-820-54-00-5462		1,440.00
					INVOICE TOTAL:		1,440.00 *
					CHECK TOTAL:		1,440.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

DATE: 01/03/18
 TIME: 15:56:17
 ID: AP211001.WOW

UNITED CITY OF YORKVILLE
 ΟΔΟΡΑΪΒΟΔΘΥΟΪ

INVOICES DUE ON/BEFORE 01/09/2018

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D000734	NELCONT 010118	TYLER NELSON 01/01/18	01 02	DEC 2017 MOBILE EMAIL REIMBURSEMENT	79-795-54-00-5440 ** COMMENT **		45.00 INVOICE TOTAL: 45.00 * DIRECT DEPOSIT TOTAL: 45.00
526417	NICOR 07-72-09-0117 7-1117	NICOR GAS 12/11/17	01	11/09-12/11 1301 CAROLYN CT	01-110-54-00-5480		29.66 INVOICE TOTAL: 29.66 *
	45-12-25-4081 3-1117	12/11/17	01	11/08-12/08 201 W HYDRAULIC	01-110-54-00-5480		160.12 INVOICE TOTAL: 160.12 *
	49-25-61-1000 5-1117	12/11/17	01	10/10-12/08 1 VAN EMMON	01-110-54-00-5480		2.12 INVOICE TOTAL: 2.12 *
				CHECK TOTAL:			191.90
526418	OLEARYC REC BASKETBALL 2018	CYNTHIA O'LEARY 12/13/17	01	REFEREE ASSIGNING FEE	79-795-54-00-5462		2,000.00 INVOICE TOTAL: 2,000.00 *
				CHECK TOTAL:			2,000.00
D000735	ORRK 15461	KATHLEEN FIELD ORR & ASSOC. 12/05/17	01 02 03 04 05 06	MISC CITY LEGAL MATTERS BRISTOL BAY MATTERS COFFMAN ANNEXATION MATTERS DOWNTOWN TIF MATTERS DOWNTOWN TIF II MATTERS HOOVER MATTERS	01-640-54-00-5456 90-113-00-00-0011 90-111-00-00-0011 88-880-54-00-5466 88-880-54-00-5466 01-640-54-00-5456		6,278.00 1,666.25 182.75 774.00 967.50 215.00

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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UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 01/09/2018

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D000735	ORRK	KATHLEEN FIELD ORR & ASSOC.					
	15461	12/05/17	07	LIBRARY MATTERS	01-640-54-00-5456		913.75
			08	MEETINGS	01-640-54-00-5456		1,000.00
			09	WINDETT RIDGE MATTERS	01-640-54-00-5456		32.25
			10	TRACT SEARCH SERVICE FEE	01-640-54-00-5456		75.00
						INVOICE TOTAL:	12,104.50 *
						DIRECT DEPOSIT TOTAL:	12,104.50
526419	R0000594	BRIAN BETZWISER					
	010118-110	01/01/18	01	185 WOLF ST PYMT #110	25-215-92-00-8000		3,641.71
			02	185 WOLF ST PYMT #110	25-215-92-00-8050		2,259.59
			03	185 WOLF ST PYMT #110	25-225-92-00-8000		114.10
			04	185 WOLF ST PYMT #110	25-225-92-00-8050		70.79
						INVOICE TOTAL:	6,086.19 *
						CHECK TOTAL:	6,086.19
526420	R0001484	NATIONSTAR					
	122017	12/20/17	01	REFUND OVERPAYMENT ON UTILITY	01-000-13-00-1371		221.85
			02	ACCT#0109083230-03	** COMMENT **		
						INVOICE TOTAL:	221.85 *
						CHECK TOTAL:	221.85
D000736	REDMONST	STEVE REDMON					
	010118	01/01/18	01	DEC 2017 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:	45.00 *
						DIRECT DEPOSIT TOTAL:	45.00
D000737	ROSBOROS	SHAY REMUS					

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

DATE: 01/03/18
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UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 01/09/2018

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D000737	ROSBOROS	SHAY REMUS					
	010118	01/01/18	01	DEC 2017 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
526421	SCODROP	PETER SCODRO					
	010118	01/01/18	01	DEC 2017 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
D000738	SLEEZERJ	JOHN SLEEZER					
	010118	01/01/18	01	DEC 2017 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D000739	SLEEZERS	SCOTT SLEEZER					
	010118	01/01/18	01	DEC 2017 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D000740	SMITHD	DOUG SMITH					
	010118	01/01/18	01	DEC 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
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
01-210 POLICE	23-216 MUNICIPAL BUILDING	52-520 SEWER OPERATIONS	87-870 COUNTRYSIDE TIF
01-220 COMMUNITY DEVELOPMENT	23-230 CITY-WIDE CAPITAL	72-720 LAND CASH	88-880 DOWNTOWN TIF
01-410 STREET OPERATIONS	25-205 POLICE CAPITAL	79-790 PARKS DEPARTMENT	90-XXX DEVELOPER ESCROW
01-640 ADMINSTRATIVE SERVICES	25-215 PUBLIC WORKS CAPITAL	79-795 RECREATION DEPT	95-XXX ESCROW DEPOSIT
11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 01/09/2018

CHECK #	VENDOR # INVOICE #	VENDOR NAME	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D000741	SOELKET	TOM SOELKE						
	010118		01/01/18	01	DEC 2017 MOBILE EMAIL	52-520-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
526422	SUNLIFE	SUN LIFE FINANCIAL						
	121517		12/15/17	01	JAN 2018 DENTAL INS	01-110-52-00-5223		613.77
				02	JAN 2018 DENTAL INS	01-110-52-00-5237		147.75
				03	JAN 2018 DENTAL INS	01-120-52-00-5223		443.25
				04	JAN 2018 DENTAL INS	01-210-52-00-5223		4,119.38
				05	JAN 2018 DENTAL INS	01-220-52-00-5223		465.80
				06	JAN 2018 DENTAL INS	01-410-52-00-5223		648.77
				07	JAN 2018 DENTAL INS	01-640-52-00-5241		659.08
				08	JAN 2018 DENTAL INS	79-790-52-00-5223		749.90
				09	JAN 2018 DENTAL INS	79-795-52-00-5223		496.94
				10	JAN 2018 DENTAL INS	51-510-52-00-5223		734.03
				11	JAN 2018 DENTAL INS	52-520-52-00-5223		353.27
				12	JAN 2018 DENTAL INS	82-820-52-00-5223		423.27
						INVOICE TOTAL:		9,855.21 *
						CHECK TOTAL:		9,855.21
D000742	WEBERR	ROBERT WEBER						
	010118		01/01/18	01	DEC 2017 MOBILE EMAIL	01-410-54-00-5440		45.00
				02	REIMBURSEMENT	** COMMENT **		
						INVOICE TOTAL:		45.00 *
						DIRECT DEPOSIT TOTAL:		45.00
526423	WILCOXM	MILTON EDWARD WILCOX						
	2018 HTD DEPOSIT		12/14/17	01	ULTIMATE AIRDOGS 2018 HTD	79-000-14-00-1400		2,750.00

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

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 TIME: 15:56:17
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UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 01/09/2018

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
526423	WILCOXM	MILTON EDWARD WILCOX					
	2018 HTD DEPOSIT	12/14/17	02	DEPOSIT			
					** COMMENT **		
					INVOICE TOTAL:		2,750.00 *
					CHECK TOTAL:		2,750.00
D000743	WILLRETE	ERIN WILLRETT					
	010118	01/01/18	01	DEC 2017 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
526424	YORKAREA	YORKVILLE AREA CHAMBER OF					
	32846	12/10/17	01	2018 ANNUAL MEMBERSHIP DUES	01-110-54-00-5460		2,500.00
					INVOICE TOTAL:		2,500.00 *
					CHECK TOTAL:		2,500.00
					TOTAL CHECKS PAID:		270,844.06
					TOTAL ΕΠΕΡΟΪΪDEPOSITS PAID:		31,264.50
					TOTAL AMOUNT PAID:		302,108.56

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

DATE: 12/19/17
 TIME: 12:27:55
 ID: AP225000.CBL

UNITED CITY OF YORKVILLE
 MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131110	KCR	KENDALL COUNTY RECORDER'S			12/18/17		
	2123	12/18/17	01	FILED 3 NEW UTILITY LIENS &		51-510-54-00-5448	196.00
			02	RELEASED 1		** COMMENT **	
						INVOICE TOTAL:	196.00 *
						CHECK TOTAL:	196.00
						TOTAL AMOUNT PAID:	196.00

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

DATE: 12/08/17
 TIME: 14:21:12
 PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
 CHECK REGISTER

CHECK DATE: 12/08/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
526157	VISUSEWE	VISU-SEWER OF ILLINOIS, LLC					
	170481-11		12/06/17	01	ENGINEER'S PAYMENT ESTIMATE	52-520-60-00-6025	112,834.30
				02	#1 AND FINAL 2017 SANITARY	** COMMENT **	
				03	SEWER LINING	** COMMENT **	
					INVOICE TOTAL:		112,834.30 *
					CHECK TOTAL:		112,834.30
					TOTAL AMOUNT PAID:		112,834.30

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

DATE: 12/11/17
 TIME: 14:50:15
 PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
 CHECK REGISTER

CHECK DATE: 12/11/17

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
526158	R0001980	BEN OR CINDY NILES					
	20170265-BUILD		12/07/17	01	512 E MAIN ST BUILD PROGRAM	23-000-24-00-2445	7,160.40
				02	512 E MAIN ST BUILD PROGRAM	25-000-24-20-2445	600.00
				03	512 E MAIN ST BUILD PROGRAM	25-000-24-21-2445	1,600.00
				04	512 E MAIN ST BUILD PROGRAM	25-000-24-22-2445	100.00
				05	512 E MAIN ST BUILD PROGRAM	42-000-24-00-2445	50.00
				06	512 E MAIN ST BUILD PROGRAM	51-000-24-00-2445	489.60
					INVOICE TOTAL:		10,000.00 *
					CHECK TOTAL:		10,000.00
					TOTAL AMOUNT PAID:		10,000.00

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



UNITED CITY OF YORKVILLE PAYROLL SUMMARY December 15, 2017

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	\$ 908.34	\$ -	\$ 908.34	\$ -	\$ 69.49	\$ 977.83
CLERK	583.34	-	583.34	8.98	44.61	636.93
TREASURER	83.34	-	83.34	8.98	6.36	98.68
ALDERMAN	3,900.00	-	3,900.00	-	287.05	4,187.05
ADMINISTRATION	16,766.01	-	16,766.01	1,807.39	828.51	19,401.91
FINANCE	9,350.85	-	9,350.85	1,008.02	689.60	11,048.47
POLICE	107,503.14	3,415.34	110,918.48	583.94	7,951.00	119,453.42
COMMUNITY DEV.	15,608.05	-	15,608.05	1,627.25	1,152.00	18,387.30
STREETS	13,066.46	863.63	13,930.09	1,501.65	1,025.67	16,457.41
WATER	16,561.68	39.61	16,601.29	1,691.01	1,214.49	19,506.79
SEWER	8,171.35	-	8,171.35	880.87	607.68	9,659.90
PARKS	15,969.14	-	15,969.14	1,721.47	1,171.88	18,862.49
RECREATION	13,824.17	-	13,824.17	1,161.26	1,026.61	16,012.04
LIBRARY	15,910.29	-	15,910.29	879.91	1,187.08	17,977.28
TOTALS	\$ 238,206.16	\$ 4,318.58	\$ 242,524.74	\$ 12,880.73	\$ 17,262.03	\$ 272,667.50

TOTAL PAYROLL

\$ 272,667.50



UNITED CITY OF YORKVILLE PAYROLL SUMMARY December 29, 2017

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	\$ 17,112.17	\$ -	17,112.17	\$ 1,844.71	\$ 885.72	\$ 19,842.60
FINANCE	9,350.84	-	9,350.84	1,008.02	706.85	\$ 11,065.71
POLICE	107,768.21	551.50	108,319.71	583.94	7,886.13	\$ 116,789.78
COMMUNITY DEV.	16,148.56	-	16,148.56	1,627.25	1,218.36	\$ 18,994.17
STREETS	13,417.95	-	13,417.95	1,408.56	1,009.61	\$ 15,836.12
WATER	14,551.04	1,094.48	15,645.52	1,652.64	1,170.61	\$ 18,468.77
SEWER	9,121.37	-	9,121.37	983.28	682.23	\$ 10,786.88
PARKS	15,657.29	-	15,657.29	1,687.86	1,197.79	\$ 18,542.94
RECREATION	14,901.86	-	14,901.86	1,306.38	1,136.89	\$ 17,345.13
LIBRARY	15,358.25	-	15,358.25	879.91	1,170.51	\$ 17,408.67
TOTALS	\$ 233,387.54	\$ 1,645.98	\$ 235,033.52	\$ 12,982.55	\$ 17,064.70	\$ 265,080.77
TOTAL PAYROLL						\$ 265,080.77



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, January 09, 2018

ACCOUNTS PAYABLE

	<u>DATE</u>	
Manual Check Register <i>(Page 1)</i>	12/04/2017	274,912.89
Manual BUILD Check Register <i>(Page 2)</i>	12/15/2017	15,008.00
Manual BUILD Check Register <i>(Pages 3 - 4)</i>	12/20/2017	35,884.80
Manual Check Register <i>(Pages 5 - 43)</i>	12/20/2017	490,712.29
City MasterCard Bill Register <i>(Pages 44 - 49)</i>	12/25/2017	32,776.55
Manual BUILD Check Register <i>(Page 50)</i>	01/02/2018	37,906.40
City Check Register <i>(Pages 51 - 69)</i>	01/09/2018	302,108.56

SUB-TOTAL: **\$1,189,309.49**

OTHER PAYABLES

Clerk's Check #131110- Kendall County Recorder <i>(Page 70)</i>	12/18/2017	196.00
Mauul Check #526157 - Visu Sewer of Illinois <i>(Page 71)</i>	12/08/2017	112,834.30
Mauul Check #526158 - Niles BUILD Check <i>(Page 72)</i>	12/11/2017	10,000.00

SUB-TOTAL: **\$123,030.30**

WIRE PAYMENTS

BNY Mellon - 2003 Debt Certificates - Interest PMT	12/11/2017	8,650.00
BNY Mellon - 2003 Debt Certificates - Principal PMT	12/11/2017	\$100,000.00
Amalgamated Bank of Chicago - 2014B Bond - Interest PMT	12/21/2017	22,375.00
Amalgamated Bank of Chicago - 2014B Bond -Principal PMT	12/21/2017	275,000.00
Amalgamated Bank of Chicago - 2014C Bond -Interest PMT	12/21/2017	13,875.00
Amalgamated Bank of Chicago - 2014C Bond -Principal PMT	12/21/2017	120,000.00
BNY Mellon - 2016 Bond - Interest PMT	12/21/2017	106,225.00
BNY Mellon - 2016 Bond - Principal PMT	12/21/2017	430,000.00
BNY Mellon - 2004B Bond - Interest PMT	12/21/2017	17,800.00
BNY Mellon - 2004B Bond - Principal PMT	12/21/2017	435,000.00
BNY Mellon - 2006 Bond - Interest PMT	12/21/2017	13,681.25
BNY Mellon - 2006 Bond - Principal PMT	12/21/2017	50,000.00
BNY Mellon - 2011 Bond - Principal PMT	12/21/2017	780,000.00
BNY Mellon - 2011 Bond - Interest PMT	12/21/2017	178,583.00

TOTAL PAYMENTS: **\$2,551,189.25**

PAYROLL

Bi - Weekly <i>(Page 73)</i>	12/15/2017	272,667.50
Bi - Weekly <i>(Page 74)</i>	12/29/2017	265,080.77

SUB-TOTAL: **\$537,748.27**

TOTAL DISBURSEMENTS: **\$4,401,277.31**



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

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2017-60

Agenda Item Summary Memo

Title: Collective Bargaining Agreement with IOUE Local 150, revote

Meeting and Date: City Council – January 9, 2018

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: January 3, 2018
Subject: Collective Bargaining Agreement Local 150, revote

Summary

Approval of a corrected bargaining agreement with IOUE Local 150, Public Works employees.

Background

This item was last discussed at the December 12, 2017 City Council meeting. At that meeting, the City Council approved a contract with IOUE Local 150, representing Public Works employees. After the meeting, both sides discovered that the values reflected in the Operators' employee wage scale, FY 20 column reflected a 3% year-over-year increase, rather than the stated and intended 2.5% year-over-year increase. The contract document included in this packet corrects that error. Because the contract was approved by motion, Attorney Orr has advised us that we can approve the amended document by motion. Even though this is a true scrivener's error, Attorney Orr recommended a revote on the entire contract.

Recommendation

Staff recommends approval of the corrected bargaining agreement with IOUE Local 150, Public Works employees.

**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.
5. 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 Appendix E. 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

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 include “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.

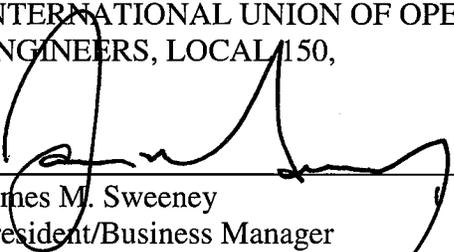
ARTICLE XXVIII

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 is 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 RATES

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	\$ 52,275
Step 2	\$ 51,750	\$ 52,785	\$ 54,105
Step 3	\$ 53,561	\$ 54,632	\$ 55,997
Step 4	\$ 55,436	\$ 56,545	\$ 57,959
Step 5	\$ 57,376	\$ 58,524	\$ 59,987
Step 6	\$ 59,384	\$ 60,572	\$ 62,086
Step 7	\$ 61,463	\$ 62,692	\$ 64,259
Step 8	\$ 63,614	\$ 64,886	\$ 66,508
Step 9	\$ 65,840	\$ 67,157	\$ 68,835
Step 10	\$ 68,145	\$ 69,508	\$ 71,246
Step 11	\$ 70,530	\$ 71,941	\$ 73,740

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

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 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.

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.

APPENDIX E - SNOW PLAN

SNOW PLAN

A-List

Foreman #1	Supervisor
Foreman #2	Route #
Bargaining Unit Member #1	Route #
Bargaining Unit Member #2	Route #
Bargaining Unit Member #3	Route #
Bargaining Unit Member #4	Route #
Bargaining Unit Member #5	Route #
Bargaining Unit Member #6	Route #
Bargaining Unit Member #7	Route #
Bargaining Unit Member #8	Route #
Bargaining Unit Member #B-List fill-in	Route #

B-List

Foreman #3	Supervisor
Foreman #4	Route #
Bargaining Unit Member #9	Route #
Bargaining Unit Member #10	Route #
Bargaining Unit Member #11	Route #
Bargaining Unit Member #12	Route #
Bargaining Unit Member #13	Route #
Bargaining Unit Member #14	Route #
Bargaining Unit Member #15	Route #
Bargaining Unit Member #16	Route #
Bargaining Unit Member #A-List fill-in	Route #



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 #2

Tracking Number

CC 2018-01

Agenda Item Summary Memo

Title: Revising Section 2.3 Anti-Harassment Policy to the Employee Manual

Meeting and Date: City Council – January 9, 2018

Synopsis: Discussion of the revisions to Section 2.3 to comply with P.A. 100-0554, revising the Policy Against Harassment in the City of Yorkville Employee Manual.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett Administration
 Name Department

Agenda Item Notes:



Memorandum

To: Administration Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: December 20, 2017
Subject: Revising Section 2.3 Anti-Harassment Policy, United City of Yorkville Employee Manual

Summary

Revising Section 2.3 Anti-Harassment Policy to the Employee Manual.

Background

Section 2.3 is currently known as the Anti-Harassment Policy. The red-lined version is attached for your reference. In November 16, 2017, the Governor signed into law P.A. 100-0554, which amends the State Officials and Employees Ethics Act, including 5 ILCS 430/70-5, which pertains to government entities. The new law requires local government to take formal action to adopt sexual harassment policies. The City of Yorkville did have a policy in place. However, it has been revised to be in compliance with the new statutory requirements.

The policy must include:

1. A prohibition on sexual harassment.
2. The procedure for reporting an allegation of sexual harassment.
3. A prohibition on retaliation for reporting an allegation of sexual harassment.
4. The consequences for violating the sexual harassment policy and for knowingly making a false report.

Recommendation

Staff recommends amending Section 2.3 Policy Against Harassment as outlined in the attached red-lined version of the City of Yorkville Employee Manual to comply with the new law P.A. 100-0554.

Section 2.3 Anti-Harassment Policy Policy Against Harassment

The United City of Yorkville is committed to maintaining a work environment that is free of discrimination and harassment. In keeping with this commitment, we will not tolerate discrimination or harassment of City employees by anyone, including any supervisor, co-worker, or any third party. All employees are expected to avoid any behavior or conduct that could reasonably be interpreted as harassment. All employees are expected to make it known promptly, through the avenues identified below, whenever they experience or witness offensive or unwelcome conduct from a co-worker, members of management, visitor, resident or vendor.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as sex, color, race, religion, national origin, age, physical or mental disability, sexual orientation or sexual preference, pregnancy or pregnancy related medical condition, marital status, or other protected group status. The City will not tolerate harassing discrimination or harassment conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment. Such harassment may include, for example, jokes about another person's protected status, kidding, teasing or practical jokes directed at a person based on his or her legally protected status.

Sexual harassment deserves special mention. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitute sexual harassment when (1) submission to the conduct is an explicit or implicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for an employment decision, or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment is conduct based on sex, whether directed towards a person of the opposite or same sex, and may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about obscene printed or visual material, and physical contact such as patting, pinching, or brushing against another person's body.

All City employees are responsible to help assure that harassment is avoided. Anyone who believes that they have experienced or witnessed harassment should notify the City Administrator, a Department Head, Supervisor, City Attorney, or Mayor. Employees are permitted to submit confidential reports of harassment, however, employees are encouraged to provide as much information as possible so that the City can effectively investigate any allegations.

The City forbids retaliation against anyone for reporting harassment, assisting in making a discrimination or harassment complaint, or cooperating in a discrimination or harassment investigation. Anyone who believes that they have been retaliated against should notify the City Administrator, a Department Head, Supervisor, City Attorney, or Mayor. Further, under the Illinois Human Rights Act (775 ILCS 5/6), ~~or the Illinois Whistleblower Act (740 ILCS 174/5), and the State Employee Ethics Act (5 ILCS 430)~~ it is a crime to retaliate, or to conspire to retaliate, against an employee because the employee has opposed an action that the employee reasonably believes to be unlawful discrimination or harassment or because the employee has

participated in an investigation of harassment or discrimination. However, an employee who knowingly makes a false report of harassment will be subject to discipline.

The City's policy is to investigate all ~~such~~ complaints of discrimination, harassment and/or retaliation thoroughly and promptly. To the fullest extent practicable and consistent with a thorough investigation, the City will keep complaints and the terms of their resolution confidential. If an investigation confirms that a violation of the policy has occurred, the City will take corrective action, including discipline, up to and including immediate termination of employment for even a first offense if warranted in order to remedy the situation.

An employee who believes that he or she has been the subject of discrimination, harassment or retaliation for complaining about discrimination or harassment (or for participating in a complaint investigation) also has the right to file a charge of civil rights violations with the appropriate state or federal enforcement agency. These include:

Illinois Department of Human Rights
100 West Randolph Street, Suite 10-100
Chicago, Illinois 60601
312-814-6200

United States Equal Employment Opportunity Commission
Chicago District Office
500 West Madison Street, Suite 2000
Chicago, Illinois 60661
800-669-4000

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN AMENDMENT TO THE UNITED CITY OF YORKVILLE EMPLOYEE MANUAL

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

WHEREAS, the City desires to amend the portion of its Employee Manual which addresses the Anti-Harassment Policy in order to come in compliance with Public Act 100-0554, which amends the State Officials and Employees Ethics Act, including 5 ILCS 430/70-5, which pertains to government entities; and,

WHEREAS, it has been determined to be in the best interests of the City to amend Section 2.3 of the Employee Manual, in the form attached hereto in Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois that Section 2.3 of the United City of Yorkville Employee Manual in the form set forth on Exhibit “A” attached hereto and incorporated herein are hereby adopted.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2018.

City Clerk

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

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ day of _____, 2018.

MAYOR

Attest:

City Clerk



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

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2018-02

Agenda Item Summary Memo

Title: Request for Proposal for Playground Equipment at Windett Ridge Park

Meeting and Date: City Council – January 9, 2018

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Tim Evans Parks and Recreation
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, 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: Yorkville City Council
From: Tim Evans, Director of Parks and Recreation
CC: Bart Olson, City Administrator
Date: January 2, 2018
Subject: Review of the Windett Ridge Playground Structure
Request for Proposal

Summary

Review of the attached Windett Ridge Playground Structure Request for Proposal

Background

As part of the Windett Ridge Planned Unit Development Agreement, the developer was required to deed over the park site to the City, map attached, as well as make a \$50,000 donation toward the purchase and installation of playground equipment for the park site. To maximize the amount of playground equipment for the site, staff will be installing the playground in-house. Attached is the Request for Proposal for pirate or nature themed playground equipment at Windett Ridge.

Recommendation

Staff seeks City Council approval of the attached Request for Proposal.



Yorkville Parks & Recreation Department together with
The United City of Yorkville, Illinois

REQUEST FOR PROPOSAL
For Fabrication and Delivery of
Playground Equipment for Windett Ridge Park

Legal Notice Posted:	January 11, 2018
Final Questions Due	February 14, 2018 at 5:00 PM
Questions Answered	February 19, 2018 at 5:00 PM
Proposals Due:	February 22, 2018 at 10:00AM

Yorkville Parks & Recreation Department
Request for Proposal
For Fabrication and Delivery of
Playground Equipment for Windett Ridge Park

February 2018

Table of Contents

- A. Legal Notice to Bidders
- B. General Information
- C. Introduction
- D. Project Specifications
- E. Instructions to Bidders
- F. General Conditions
- G. Bid Certifications
- H. References
- I. Subcontractors
- J. Equipment List
- K. Bid Proposal Form
- L. Bid Sheet Signature
- M. Contractor Bid Agreement
- N. Exhibit A - Contract
- O. Exhibit B - Exceptions
- P. Exhibit C - Insurance

Fabrication and Delivery of Playground Equipment for Windett Ridge Park

Sealed bids for the fabrication and delivery of playground equipment for Windett Ridge Park will be received at the address listed below until February 22, 2018 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 February 22, 2018 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 **Windett Ridge Park Playstructure**
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.

Any questions concerning this RFP are to be forwarded by email to Annie Callahan, Purchasing Manager at ACallahan@yorkville.il.us not less than five (5) business days prior to the scheduled closing date. No phone calls please.

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 proposals for fabrication and delivery of park equipment (“Playstructure”) for Purcell Park. The Playstructure will have a pirate or nautical themed design.

The contractor shall furnish and provide all materials and hardware, unless otherwise specified, necessary to fabricate the Playstructure. Complete delivery to Windett Ridge Park, or a location designated by the Director, shall be included in the bid price. Installation will be completed by the United City of Yorkville employees.

Introduction

Purpose of Request:

The City is seeking an experienced manufacturer or distributor to provide and deliver a complete pirate or nautical themed playstructure for Windett Ridge Park.

Project Description:

This is a cost proposal. The budget for the entire playstructure is \$45,000, which includes delivery to the site. Proposed products must meet the design intentions of the project. In submitting a proposal, Bidder should include a scale layout plan with safety dimensions indicated; a full color 3D drawing(s) with an elevation(s) demonstrating the thematic ideas and a cost proposal for equipment supply including delivery to the site. The City is requesting proposals, according to the Project Specifications and Plans contained herein (the “Project”).

Project Specifications and Plans

Scope of Work: Bidders must completely familiarize themselves with the specifications in this bid document.

Design:

The Windett Ridge Park will be a pirate or nautical themed design which will adhere to the following design requirements:

- 1) General:
 - a. The overall park shall have a pirate or nautical theme. This includes adding themed accents to swings, slides, sandbox digger, independent play pieces, playstructure, and in any other play components.
 - b. The playstructure and elements shall be for children ages 5 to 12 years.
 - c. The playstructure shall vary in deck height, and will offer adventurous challenge(s) getting from deck to deck and ground to deck.
 - d. The playstructure must include an ADA transfer platform or ADA ramping access.
 - e. A freestanding age appropriate sign for ages 5 to 12 must be included in the design.

- 2) Main play structure
 - a. Age 5 to 12 play structure shall include multiple heights of equipment geared towards the 5 to 12 year old range.
 - b. All decks and stairs must be made from vinyl coated perforated metal (or similar.)
 - c. Posts shall be 5" O.D. powder-coated (or similar) steel or aluminum.
 - d. The unit shall have both surface and elevated themed play panels.
 - e. Design shall meet all ADA requirements.
- 3) Independent play piece(s)
 - a. All independent play pieces shall have a pirate or nautical theme.
- 4) Swings
 - a. Two bays of belt swings on an arch post.
 - b. Each unit shall be made of powder-coated (or similar) steel or aluminum posts.
- 5) Other
 - a. The manufacturer may submit other site elements for the park for consideration if they are relevant to the theme (i.e. bench, bike racks, etc.)

General Specifications:

- 1) All specifications shall be treated as "or approved equals" for the purpose of this RFP. It is the intent of the specification to give physical and thematic (design) criteria so as to give each bidder the opportunity to submit a proposal, which closely adheres to the design intent of the proposed park development. It is not intended to exclude any manufacturer representative of a specific manufacturer from submitting a proposal.
- 2) QUALITY SYSTEM CERTIFICATION: The quality system of the manufacturer shall be certified to ISO 9001.
- 3) Support post for the structure shall be 5" O.D. aluminum or steel, powder-coated finish with solid aluminum or steel caps.
- 4) Fasteners shall be stainless steel or corrosion-resistant and shall be tamper resistant.
- 5) Colors will be selected by the Owner, and shall be in keeping with the "Theme" as previously described in this RFP.
- 6) Plastic parts shall be a UV stabilized, flame retardant HDPE, LDPE, or a solid PVC type product.
- 7) Rotationally molded products shall be of a double wall construction, LDPE.
- 8) All welds shall be solid, prepared, and powder-coated as the rest of the metal products on the structure.

Safety Standards and Guidelines:

- 1) All public playground equipment supplied shall meet all applicable provision of the current "Handbook for Public Playground Safety" published by the Consumer Product Safety Commission (CPSC), and of ASTM F1487-01 "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use," published by the American Society for Testing and Materials (ASTM.) Products bearing the certification seal of the International Play Equipment Manufacturers Association (IPEMA) have received written validation of compliance with ASTM F1487-01.

Accessibility Standards and Submittal Requirements:

- 1) In order to ensure that each submitted proposal complies with Accessibility Requirements as set forth in ADA Accessibility Guidelines (ADAAG.) **Each submittal shall be accompanied by a calculation demonstrating how the ratio and number of ground level vs. elevated components of the composite (main) structure complies with those requirements as set forth in the ADAAG (latest version.) The swings should not be included in the calculation.**

Warranty:

- 1) LIMITED LIFETIME WARRANTY on all aluminum deck posts, steel deck posts, the post fastening system, and associated fastening hardware against structural failure caused by corrosion or deterioration from exposure to weather, or defective materials or defective workmanship.
- 2) LIMITED FIFTEEN (15) YEAR WARRANTY on vinyl coated components against structural failure caused by corrosion, defective materials, or defective workmanship.
- 3) LIMITED TEN (10) YEAR WARRANTY on all steel play system components including railings, climbers, and rungs against structural failure caused by defective materials or defective workmanship.
- 4) LIMITED TEN (10) YEAR WARRANTY on all PVC, HDPE, and Low Density polyethylene plastic components against structural failure caused by defective materials or defective workmanship.

Budget:

- 1) The budget price for all equipment is \$45,000. The prices submitted shall include delivery, but shall not include installation. The price for each component listed in the proposal shall include delivery as if it will be delivered separately from others and selected as an individual item.

Playground Equipment Selection:

- 1) The City of Yorkville Park Board and Staff will select one or two manufacturers, which, in its opinion, best meets the intention of the design and budget. The selected proposals may be required to adjust the design to accommodate design and budget constraints at the direction of the City. The successful proposal will then be specified as “or approved equal” in the construction documents (for general construction) for the project.
- 2) The City reserves the right to select equipment from different manufacturers to best fulfill the project goals. However, the playstructure (as a whole) must be from one manufacturer and the swings (as a whole) from either the same manufacturer or a different one.

Approved Equals:

- 1) All specifications shall be treated as “or approved equals” for the purpose of this RFP.

Instructions to Bidders

1. **Receipt of Bid:** ___Thursday, February 22, 2018; 10:00 A.M.
2. **Basis of Bid:** Sealed bids will be received until the above noted time and date.
3. **Project Description:** Fabrication and delivery of pirate or nautical themed park equipment (“Playstructure”) for Windett Ridge Park.
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. **References**
 - 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:** All questions regarding this Request for Proposal can be emailed to Annie Callahan, Purchasing Manager at ACallahan@yorkville.il.us by the end of business on February 14, 2018. 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:
 - 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. **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.
15. **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.
16. **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.
17. **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 Parks and Recreation Department, and the Director of Parks and Recreation 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. **Insurance Requirements:** The successful Bidder shall comply with the City’s insurance requirements attached hereto as Exhibit C.
4. **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 of 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.
5. **Liquidated Damages:** Time is of the essence to the contract. Should the Contractor fail to deliver the play equipment 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 deliver 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 until final delivery of all items agreed upon. 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 last delivery date of all pieces of play equipment that was proposed by the Contractor.
10. **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).
11. **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.
12. **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.

13. Additional Items: The City and Contractor further agree that

A. Prevailing Wage, if applicable

- i. 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/>.
- ii. 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.
- iii. 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:

Publishing a Statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor’s workplace.
- 2) Specifying the actions that will be taken against employees for violations of such prohibition.
- 3) Notifying the employee that, as a condition of employment on such Contract, the employee will:
- 4) Abide by the terms of the statement; and
- 5) 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.

- 6) Establishing a drug free awareness program to inform employees about:
- 7) The dangers of drug abuse in the workplace;
- 8) The Contractor's policy for maintaining a drug free workplace;
- 9) Available counseling, rehabilitation, or assistance programs; and
- 10) Penalties imposed for drug violations.
- 11) 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.
- 12) Notifying the contracting agency within ten (10) days after receiving notice of any violations as listed above.
- 13) 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.
- 14) 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.
- 15) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- 16) 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: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Business: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Business: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

If additional sheets are needed, please make copies.

BID PROPOSAL FORM:

To: United City of Yorkville
c/o Annie Callahan, Purchasing Manager
800 Game Farm Rd.
Yorkville, IL 60560

For: Windett Ridge Park
Proposals due by Thursday, February 22, 2018 at 10:00 a.m.

From: _____
Name of Manufacturer

Name of Manufacturer's Representative or Distributor

Street Address

City State Zip

Telephone Fax

Signature

Print Name Title

BID PRICING

- 1) Furnish and deliver main play structure

Discount _____ % = \$ _____

- 2) Furnish and deliver one swing set unit (4 belt swings)

Discount _____ % = \$ _____

- 3) Furnish and deliver independent play piece(s)

- a) Independent play piece

Discount _____ % = \$ _____

- b) Independent play piece

Discount _____ % = \$ _____

- c) Independent play piece

Discount _____ % = \$ _____

- 4) Estimated delivery time from date of order _____ days

- 5) Savings (freight or other) if all equipment and swings are purchased from one manufacturer's representative \$ _____

- 6) Notes to design and proposal:

The prices stated in this proposal are guaranteed for 90 days from the date of hereof and if awarded within that period, we agree to deliver the equipment described in this Proposal at said prices.

Bid Sheet Signature

I, _____, do represent that I am
(title) _____ of (company) _____, and that the
attached submittal complies in all respects with the safety and accessibility standards as set forth
in this request for proposals either by inclusion or by reference.

Contractor Bid Agreement

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.

Firm Name

Signed Name and Title

Street Address

Print Name and Title

City State Zip

E-mail Address

Phone Number

Fax Number

Date

**UNITED CITY OF YORKVILLE
800 Game Farm Road
YORKVILLE, ILLINOIS 60560**

CONTRACT

THIS CONTRACT made this ____ day of _____, 201_, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the “*Owner*” and _____ located at _____ hereinafter called the “*Contractor*”.

WITNESSETH:

WHEREAS, the Owner has heretofore solicited Proposals for all labor and materials necessary to complete the work specified in the _____;

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 _____ 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

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:

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.

Exhibit C

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.
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

Exhibit C

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.

WINDETT RIDGE PARK LOCATION





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 checked="" type="checkbox"/>

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2018-03

Agenda Item Summary Memo

Title: Request for Proposal for Playground Equipment at Purcell Park

Meeting and Date: City Council – January 9, 2018

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: _____ Tim Evans _____ Parks and Recreation
Name Department

Agenda Item Notes:

Memorandum



To: Yorkville City Council
From: Tim Evans, Director of Parks and Recreation
CC: Bart Olson, City Administrator
Date: January 2, 2018
Subject: Review of a Proposal for the Purcell Park Playground Structure

Summary

Review of a Proposal for the Purcell Park Playground Structure

Background

The playground structure at Purcell Park was installed in May, 1997. The park is categorized as a mini park or tot lot and was specifically designed to serve an isolated population that live too far from larger park sites. At the time, staff wanted the playground to fit into the neighborhood so they chose neutral colors and, in addition to the playground itself, created a sitting area and picnic spot. The existing playground equipment, made by Miracle Manufactures, is part of the Lokville line and has no theme.

Over the past few years, parts for the Lokville playground system have been discontinued. The inability to replace parts has made it extremely difficult for staff to maintain the playground and comply with the Consumer Product Safety standards (CPSC & ASTM guidelines), which governs public playgrounds. Due to the inability to comply with safety standards from lack of replacement parts, the Parks & Recreation Department will need to remove and replace the playground equipment in 2018 in order to ensure the safety of playground participants.

Staff is proposing the following for the Purcell Park Playground Structure:

- Purchase a new playground structure in the amount of \$50,000, including staff installation cost, out of the FY 18 Parks & Recreation Budget with a "nature theme," that will blend with the neighborhood.
- The FY 18 Parks & Recreation Budget is based upon a budget deficit of (\$77,378); however, staff anticipates the budget deficit will be closer to (\$10,000), which is a \$67,000 difference. Staff would like to use \$50,000 of the saved difference and purchase and install a new Purcell Park playground structure.
- Once the current playground equipment is removed, staff will keep it for parts to assist in repairing and maintaining other Lokville playgrounds within the City.
- Staff would remove the old equipment and install the new playground structure in-house resulting in substantial savings.

Recommendation

Staff seeks City Council approval of the Purcell Park Playground Structure Proposal.



Yorkville Parks & Recreation Department together with
The United City of Yorkville, Illinois

REQUEST FOR PROPOSAL
For Fabrication and Delivery of
Playground Equipment for Purcell Park

Legal Notice Posted:	January 11, 2018
Final Questions Due	February 14, 2018 at 5:00 PM
Questions Answered	February 19, 2018 at 5:00 PM
Proposals Due:	February 22, 2018 at 10:00AM

Yorkville Parks & Recreation Department
Request for Proposal
For Fabrication and Delivery of
Playground Equipment for Purcell Park

February 2018

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United City of Yorkville, Illinois
LEGAL NOTICE
Invitation To Bid

Fabrication and Delivery of Playground Equipment for Purcell Park

Sealed bids for the fabrication and delivery of playground equipment for Purcell Park will be received at the address listed below until February 22, 2018 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 February 22, 2018 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 **Purcell Park Playstructure**
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.

Any questions concerning this RFP are to be forwarded by email to Annie Callahan, Purchasing Manager at ACallahan@yorkville.il.us not less than five (5) business days prior to the scheduled closing date. No phone calls please.

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 proposals for fabrication and delivery of park equipment (“Playstructure”) for Purcell Park. The Playstructure will have a nature themed design.

The contractor shall furnish and provide all materials and hardware, unless otherwise specified, necessary to fabricate the Playstructure. Complete delivery to Purcell Park, or a location designated by the Director, shall be included in the bid price. Installation will be completed by the United City of Yorkville employees.

Introduction

Purpose of Request:

The City is seeking an experienced manufacturer or distributor to provide and deliver a complete nature themed playstructure for Purcell Park.

Project Description:

This is a cost proposal. The budget for the entire playstructure is \$40,000, which includes delivery to the site. Proposed products must meet the design intentions of the project. In submitting a proposal, Bidder should include a scale layout plan with safety dimensions indicated; a full color 3D drawing(s) with an elevation(s) demonstrating the thematic ideas and a cost proposal for equipment supply including delivery to the site. The City is requesting proposals, according to the Project Specifications and Plans contained herein (the “Project”).

Project Specifications and Plans

Scope of Work: Bidders must completely familiarize themselves with the specifications in this bid document.

Design:

The Purcell Park will be a Nature themed design which will adhere to the following design requirements:

- 1) General:
 - a. The overall park shall have a nature theme. This includes adding themed accents, to slides, independent play pieces, playstructure, and in any other play components.
 - b. The playstructure and elements shall be for children ages 5 to 12 years.
 - c. The playstructure shall vary in deck height, and will offer adventurous challenge(s) getting from deck to deck and ground to deck.
 - d. The playstructure must include an ADA transfer platform or ADA ramping access.
 - e. A freestanding age appropriate sign for ages 5 to 12 must be included in the design.

- 2) Main play structure
 - a. Age 5 to 12 play structure shall include multiple heights of equipment geared towards the 5 to 12 year old range.
 - b. All decks and stairs must be made from vinyl coated perforated metal (or similar.)
 - c. Posts shall be 5” O.D. powder-coated (or similar) steel or aluminum.

- d. The unit shall have both surface and elevated themed play panels.
 - e. Design shall meet all ADA requirements.
- 3) Independent play piece(s)
 - a. All independent play pieces shall have a nature theme.
 - 4) No Swings
 - 5) Other
 - a. The manufacturer may submit other site elements for the park for consideration if they are relevant to the theme (i.e. bench, bike racks, etc.)

General Specifications:

- 1) All specifications shall be treated as “or approved equals” for the purpose of this RFP. It is the intent of the specification to give physical and thematic (design) criteria so as to give each bidder the opportunity to submit a proposal, which closely adheres to the design intent of the proposed park development. It is not intended to exclude any manufacturer representative of a specific manufacturer from submitting a proposal.
- 2) QUALITY SYSTEM CERTIFICATION: The quality system of the manufacturer shall be certified to ISO 9001.
- 3) Support post for the structure shall be 5” O.D. aluminum or steel, powder-coated finish with solid aluminum or steel caps.
- 4) Fasteners shall be stainless steel or corrosion-resistant and shall be tamper resistant.
- 5) Colors will be selected by the Owner, and shall be in keeping with the “ Theme” as previously described in this RFP.
- 6) Plastic parts shall be a UV stabilized, flame retardant HDPE, LDPE, or a solid PVC type product.
- 7) Rotationally molded products shall be of a double wall construction, LDPE.
- 8) All welds shall be solid, prepared, and powder-coated as the rest of the metal products on the structure.

Safety Standards and Guidelines:

- 1) All public playground equipment supplied shall meet all applicable provision of the current “Handbook for Public Playground Safety” published by the Consumer Product Safety Commission (CPSC), and of ASTM F1487-01 “Standard Consumer Safety Performance Specification for Playground Equipment for Public Use,” published by the American Society for Testing and Materials (ASTM.) Products bearing the certification seal of the International Play Equipment Manufacturers Association (IPEMA) have received written validation of compliance with ASTM F1487-01.

Accessibility Standards and Submittal Requirements:

- 1) In order to ensure that each submitted proposal complies with Accessibility Requirements as set forth in ADA Accessibility Guidelines (ADAAG.) **Each submittal shall be accompanied by a calculation demonstrating how the ratio and number of ground level vs. elevated components of the composite (main) structure complies with those requirements as set forth in the ADAAG (latest version.) The swings should not be included in the calculation.**

Warranty:

- 1) LIMITED LIFETIME WARRANTY on all aluminum deck posts, steel deck posts, the post fastening system, and associated fastening hardware against structural failure caused by corrosion or deterioration from exposure to weather, or defective materials or defective workmanship.
- 2) LIMITED FIFTEEN (15) YEAR WARRANTY on vinyl coated components against structural failure caused by corrosion, defective materials, or defective workmanship.
- 3) LIMITED TEN (10) YEAR WARRANTY on all steel play system components including railings, climbers, and rungs against structural failure caused by defective materials or defective workmanship.
- 4) LIMITED TEN (10) YEAR WARRANTY on all PVC, HDPE, and Low Density polyethylene plastic components against structural failure caused by defective materials or defective workmanship.

Budget:

- 1) The budget price for all equipment is \$40,000. The prices submitted shall include delivery, but shall not include installation. The price for each component listed in the proposal shall include delivery as if it will be delivered separately from others and selected as an individual item.

Conditions:

- 1) The concrete boarder at this site is fixed we are replacing the current playground. All equipment and fall/safety zones must fit within the fixed concrete border. See attached image for guidance but you may choose to field confirm measurements. The park is located at 325 Fairhaven Drive in Yorkville. If your site proposal does not fit, call out the need for site modifications and Staff will work with selected manufacturer to alter the site if possible. The City reserves the right to exclude playground designs that it deems require too much modification to the existing boarder.

Playground Equipment Selection:

- 1) The City of Yorkville Park Board and Staff will select one or two manufacturers, which, in its opinion, best meets the intention of the design and budget. The selected proposals may be required to adjust the design to accommodate design and budget constraints at the direction of the City. The successful proposal will then be specified as “or approved equal” in the construction documents (for general construction) for the project.
- 2) The City reserves the right to select equipment from different manufacturers to best fulfill the project goals. However, the playstructure (as a whole) must be from one manufacturer and the swings (as a whole) from either the same manufacturer or a different one.

Approved Equals:

- 1) All specifications shall be treated as “or approved equals” for the purpose of this RFP.

Instructions to Bidders

1. **Receipt of Bid:** ___Thursday, February 22, 2018; 10:00 A.M.
2. **Basis of Bid:** Sealed bids will be received until the above noted time and date.
3. **Project Description:** Fabrication and delivery of nature themed park equipment (“Playstructure”) for Purcell Park.
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. **References**
 - 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:** All questions regarding this Request for Proposal can be emailed to Annie Callahan, Purchasing Manager at ACallahan@yorkville.il.us by the end of business on February , 2018. 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:
 - 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. **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.

15. **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.

16. **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.

17. **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 Parks and Recreation Department, and the Director of Parks and Recreation 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. **Insurance Requirements:** The successful Bidder shall comply with the City’s insurance requirements attached hereto as Exhibit C.
4. **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 of 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.
5. **Liquidated Damages:** Time is of the essence to the contract. Should the Contractor fail to deliver the play equipment 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 deliver 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 until final delivery of all items agreed upon. 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 last delivery date of all pieces of play equipment that was proposed by the Contractor.
10. **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).
11. **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.
12. **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.

13. Additional Items: The City and Contractor further agree that

A. Prevailing Wage, if applicable

- i. 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/>.
- ii. 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.
- iii. 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:

Publishing a Statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor’s workplace.
- 2) Specifying the actions that will be taken against employees for violations of such prohibition.
- 3) Notifying the employee that, as a condition of employment on such Contract, the employee will:
- 4) Abide by the terms of the statement; and
- 5) 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.

- 6) Establishing a drug free awareness program to inform employees about:
- 7) The dangers of drug abuse in the workplace;
- 8) The Contractor's policy for maintaining a drug free workplace;
- 9) Available counseling, rehabilitation, or assistance programs; and
- 10) Penalties imposed for drug violations.
- 11) 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.
- 12) Notifying the contracting agency within ten (10) days after receiving notice of any violations as listed above.
- 13) 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.
- 14) 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.
- 15) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- 16) 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: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Business: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Business: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

If additional sheets are needed, please make copies.

BID PROPOSAL FORM:

To: United City of Yorkville
c/o Annie Callahan, Purchasing Manager
800 Game Farm Rd.
Yorkville, IL 60560

For: Purcell Park
Proposals due by Thursday, February , 2018 at 10:00 a.m.

From: _____
Name of Manufacturer

Name of Manufacturer's Representative or Distributor

Street Address

City State Zip

Telephone Fax

Signature

Print Name Title

BID PRICING

- 1) Furnish and deliver main play structure

Discount _____ % = \$ _____

- 2) Furnish and deliver one swing set unit (4 belt swings)

Discount _____ % = \$ _____

- 3) Furnish and deliver independent play piece(s)

- a) Independent play piece

Discount _____ % = \$ _____

- b) Independent play piece

Discount _____ % = \$ _____

- c) Independent play piece

Discount _____ % = \$ _____

- 4) Estimated delivery time from date of order _____ days

- 5) Savings (freight or other) if all equipment and swings are purchased from one manufacturer's representative \$ _____

- 6) Notes to design and proposal:

The prices stated in this proposal are guaranteed for 90 days from the date of hereof and if awarded within that period, we agree to deliver the equipment described in this Proposal at said prices.

Bid Sheet Signature

I, _____, do represent that I am
(title) _____ of (company) _____, and that the
attached submittal complies in all respects with the safety and accessibility standards as set forth
in this request for proposals either by inclusion or by reference.

Contractor Bid Agreement

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.

Firm Name

Signed Name and Title

Street Address

Print Name and Title

City State Zip

E-mail Address

Phone Number

Fax Number

Date

**UNITED CITY OF YORKVILLE
800 Game Farm Road
YORKVILLE, ILLINOIS 60560**

CONTRACT

THIS CONTRACT made this _____ day of _____, 201_, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the “*Owner*” and _____ located at _____ hereinafter called the “*Contractor*”.

WITNESSETH:

WHEREAS, the Owner has heretofore solicited Proposals for all labor and materials necessary to complete the work specified in the _____;

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 _____ 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

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:

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.

Exhibit C

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.
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.

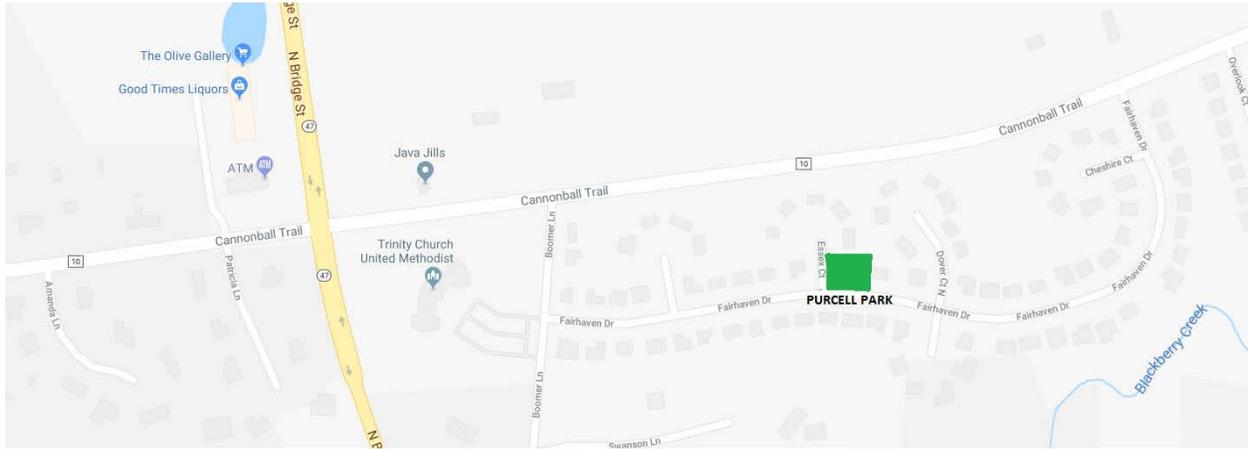
10. ADDITIONAL INSURED ENDORSEMENT

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

Exhibit C

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.

PURCELL PARK LOCATION





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

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2017-86

Agenda Item Summary Memo

Title: 2017 Road to Better Roads

Meeting and Date: City Council – January 9, 2018

Synopsis: Consideration of Change Order No. 1 and Final

Council Action Previously Taken:

Date of Action: PW 12/19/17 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2017-86

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

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

Date: December 19, 2017
Subject: 2017 RTBR Change Order No. 1 – MFT

The purpose of this memo is to present Change Order No. 1 for the above referenced project.

A Change Order, as defined by in the General Conditions of the Contract Documents, is a written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

Background:

The United City of Yorkville and D Construction, Inc. entered into an agreement for a contract value of \$607,981.72 for the above referenced project.

Construction is now substantially complete.

Questions Presented:

Should the City approve Change Order No. 1 – MFT, which would decrease the original contract by \$111,738.07?

Discussion:

The Change Order included additions/deletions to the contract quantities to reflect as-built quantities and new pay items for unexpected field conditions (see attached for detail).

No additional change orders are anticipated as the project is complete. We anticipate final contract values of \$496,243.65 for the original contract.

We are recommending approval of the Change Order.

Action Required:

Consideration of approval from the City Council for the Change Order.

Total Net Change: \$ (111,738.07)

Amount of Original Contract: \$ 607,981.72

Amount of Previous Change Orders: \$ -

Amount of adjusted/final contract: \$ 496,243.65

Total net deduction to date \$ (111,738.07) which is -18.38 % of the contract price.
 (addition, deduction)

State fully the nature and reason for the change: All changes reflect final measured quantities. See attached for changes which in excess
of \$10,000.

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- The undersigned has determined that the change is germane to the original contract as signed.
- The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law.

Prepared by: 
Engineering Enterprises, Inc.
 Title of Preparer

For County and Road District Projects

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For Municipal Projects

Municipal Officer

Title of Municipal Officer

Date

Approved

Regional Engineer

Date

Note: Make out separate form for change in length quantities.
 Give net quantities
 Submit 6 Originals
 If plans are required attached 3 sets.

Reasons for changes to pay items in which the change to the contract exceeds \$10,000.00:

Class D Patches, 4 inch

Decrease of \$100,894.20.

Patches were laid out once the existing HMA surface was removed or in locations where no milling was to take place. In the locations where the HMA surface was removed, the remaining asphalt thickness did not exceed 2.5". The Contractor agreed to preform patching at 2.5" under a separate Agreed Unit Price. This change reflects the actual field measurements.

Manhole Adjustment with New Type 1 Frame & Lid

Decrease of \$13,600.00

There was an error in the plans which resulted in a decrease in the number of adjustment which needed to be performed. This change reflects actual field measurements.

Restoration

Decrease of \$26,232.00

This work was called for at various locations throughout the project including along residential streets in which the profile of the road was raised. Restoration was not required along several of the streets due to a combination of locations where the existing turf was already above the existing roadway and spot repairs that were performed by the City or individual residents. This changes reflects actual field measurements.

Hot-Mix Asphalt Surface Course, Mix "D" N50 (Parking Lot)

Increase of of \$21,606.16.

Several parking lots included in the project called for a 3-inch HMA Surface Removal. While doing the removal, the existing pavement was found to be +/-3-3/4" thick. The existing 3/4" was in poor condition and was not stable enough to support construction traffic or provide a stable base for subsequent paving operations. Additional existing HMA was removed which led to an increase in the amount of HMA surface course delivered to the project. This change reflects actual delivered tonnages.

AUP – Class D Patches, 2-1/2 inch

Increase of of \$48,964.70.

As stated above in the description for Class D Patches 4 inch, the Contractor performed 2-1/2" patching at an Agreed Unit Price. The email with the AUP is attached. This change reflects actual field measurements.

Force Account – Sanitary Structure Repair

Increase of of \$2,025.55.

A sanitary manhole was found damaged while performing an adjustment. Additional work was tracked on a time and material basis. The final bill is attached.

Michael R. Brouch

From: Ken Wilhelmi <k.wilhelmi@dconstruction.net>
Sent: Tuesday, July 18, 2017 8:10 AM
To: Michael R. Brouch
Subject: Yorkville MFT

2.5" Patching ~1200 sy @ \$23/sy

D Construction
 1488 So. Broadway
 Coal City, IL 60416

Customer: City Of Yorkville

Job: 17-00047- 2017 MFT & LOCAL PROGRAM

Auth. No:

Contract:

County: KENDALL

Force account bill for: Sanitary Structure Repair

Section: 17-00000-00-GM

Labor Week End Date	08/13/17	08/07/17	08/08/17	08/09/17	08/10/17	08/11/17	08/12/17	08/13/17	Extra Earning	S.T.	O.T.	D.T.	Rate	Insurance Amount	Payroll Amount	Earnings to Date	F.U.T	S.U.T
Adrian Balderas, Laborer Journeyman		0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	6.00	0.00	0.00	41.20	247.20	247.20	40,060.10	0.00	0.00
Scott Lightbody, Laborer Journeyman		0.00	0.00	0.00	0.00	5.50	0.00	0.00	0.00	5.50	0.00	0.00	41.20	226.60	226.60	24,718.65	0.00	0.00
Week Ending 08/13/17														473.80	473.80		0.00	0.00
Total Payroll															473.80			
Chicago Laborers														11.50 Hours @ 27.79		319.59		
Total Fringe															319.59			
Subtotal Labor															793.39			
Plus 35.00% of \$793.39															277.69			
Total Labor															1,071.08			

Payroll Additives

Public Liability and Property Damage Ins	4.60% of 473.80	21.79
Workmen's Compensation Ins.	18.38% of 473.80	87.08
Fica Employer	6.20% of 473.80	29.38
FUTA	0.80% of 0.00	0.00
Medicare - Employer	1.45% of 473.80	6.87
SUTA IL DCON	8.95% of 0.00	0.00
Subtotal Payroll Additives		145.12
Plus 10.00% of \$145.12		14.51
Total Payroll Additives		159.63

D Construction
1488 So. Broadway
Coal City, IL 60416

Customer: City Of Yorkville

Job: 17-00047- 2017 MFT & LOCAL PROGRAM

Auth. No:

Contract:

County: KENDALL

Force account bill for: Sanitary Structure Repair

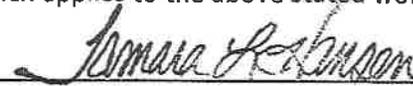
Section: 17-00000-00-GM

Total Labor with Additives

1,230.71

I hereby certify that the above statement is a copy of the portion of the payroll report which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

(Signed)



D Construction

D Construction
1488 So. Broadway
Coal City, IL 60416

Customer: City Of Yorkville

Job: 17-00047- 2017 MFT & LOCAL PROGRAM

Auth. No:

Contract:

County: KENDALL

Force account bill for: Sanitary Structure Repair

Section: 17-00000-00-GM

Equip	Week End Date	08/13/17	08/07/17	08/08/17	08/09/17	08/10/17	08/11/17	08/12/17	08/13/17	Total Hours	Rate	Amount
Chevy C2500			0.00	0.00	0.00	0.00	6.00	0.00	0.00	6.00	19.18	115.08
Jd 470g Excavator			0.00	0.00	0.00	0.00	2.00	0.00	0.00	2.00	161.23	322.46
Week Ending 08/13/17												437.54
Subtotal Equipment												437.54
Total Equipment												437.54

Material	UOM	Quantity	Unit Cost	Amount
Carroll Distributing Inc. Mortar Mix	EA	2.00	5.64	11.28
East Jordan Iron Works Inc. FRAME	EA	1.00	285.00	285.00
Subtotal Material				296.28
Plus 15.00% of \$296.28				44.44
Total Material				340.72

This is to certify that the material entered on this force account bill which was taken from is shown at our cost.

(Signed) *Janina Robinson*
D Construction

Total Labor	1,230.71
Total Equipment Expense	437.54
Total Material Expense	340.72
Total	2,008.97
Bond .75%	15.07
Plus 10% on Bond	1.51
Total Bill	2,025.55

D Construction
1488 So. Broadway
Coal City, IL 60416

Customer: City Of Yorkville

Job: 17-00047- 2017 MFT & LOCAL PROGRAM

Contract:

Force account bill for: Sanitary Structure Repair

Auth. No:

County: KENDALL

Section: 17-00000-00-GM

Resident



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

Public Works Committee #2

Tracking Number

PW 2017-89

Agenda Item Summary Memo

Title: Kennedy Road Resurfacing – Change Order No. 1

Meeting and Date: City Council – January 9, 2018

Synopsis: Consideration of Approval

Council Action Previously Taken:

Date of Action: PW 12/19/17 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2017-89

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

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

Date: December 19, 2017
Subject: Kennedy Road Improvements

The purpose of this memo is to present Change Order No. 1 for the above referenced project.

A Change Order, as defined by in the General Conditions of the Contract Documents, is a written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

Background:

The United City of Yorkville and Geneva Construction Co. entered into an agreement for a contract value of **\$388,437.24** for the above referenced project. The intent of this project was to resurface Kennedy Road.

Questions Presented:

Should the City approve Change Order No. 1 which would **decrease** the contract amount by \$34,884.06.

Discussion:

Changes are per as-built quantities measured in the field. Please see the attached summary spreadsheet.

We are recommending approval of the change order.

Action Required:

Consideration of approval of Change Order No. 1 in the amount of \$34,884.06.

CHANGE ORDER

Order No. 1

Date: December 4, 2017

Agreement Date: May 9, 2017

NAME OF PROJECT: Kennedy Road Improvements

OWNER: United City of Yorkville

CONTRACTOR: Geneva Construction Co.

The following changes are hereby made to the CONTRACT DOCUMENTS:

- 1) See Attached

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$388,437.24

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$388,437.24

The CONTRACT PRICE due to this CHANGE ORDER will be (~~increased~~) (decreased) by: \$34,884.06

The new CONTRACT PRICE including this CHANGE ORDER will be: \$ 353,553.18

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (~~decreased~~) by 0 calendar days.

The date for completion of all work will be May 1, 2018

Justification

1-19) Changes per as-built quantities measured in the field.

Approvals Required

Requested by: _____ Geneva Construction Co.

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ United City of Yorkville

**BALANCE CHANGE ORDER NO. 1
KENNEDY ROAD IMPROVEMENTS
UNITED CITY OF YORKVILLE**

ITEM NO.	ITEMS	UNIT	CONTRACT QUANTITY	UNIT PRICE	ADDITIONS		DEDUCTIONS	
					QUANTITY	COST	QUANTITY	COST
1	BITUMINOUS MATERIALS (TACK COAT)	20774	POUND	\$ 0.01	7786.00	\$ 77.86	0.00	\$ -
2	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	889	SQ YD	\$ 5.00	0.00	\$ -	159.00	\$ 795.00
3	LEVELING BINDER (HAND METHOD), N50	20	TON	\$ 97.00	0.00	\$ -	20.00	\$ 1,940.00
4	LEVELING BINDER (MACHINE METHOD), N50	1769	TON	\$ 57.00	0.00	\$ -	330.50	\$ 18,838.50
5	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	2654	TON	\$ 57.00	5.20	\$ 296.40	0.00	\$ -
6	INCIDENTAL HOT MIX ASPHALT SURFACING	115	TON	\$ 93.00	0.00	\$ -	46.10	\$ 4,287.30
7	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	225	SQ YD	\$ 7.00	0.00	\$ -	18.00	\$ 126.00
8	CLASS D PATCHES, 4 INCH	2844	SQ YD	\$ 24.65	0.00	\$ -	142.40	\$ 3,510.16
9	RESTORATION	512	SQ YD	\$ 11.45	0.00	\$ -	76.00	\$ 870.20
10	AGGREGATE WEDGE SHOULDER, TYPE B	610	TON	\$ 25.00	0.00	\$ -	181.50	\$ 4,537.50
11	THERMOPLASTIC PAVEMENT MARKINGS, LETTERS & SYMBOLS	59	SQ FT	\$ 4.50	146.60	\$ 659.70	0.00	\$ -
12	THERMOPLASTIC PAVEMENT MARKINGS, 4"	35205	FOOT	\$ 0.48	0.00	\$ -	597.00	\$ 286.56
13	THERMOPLASTIC PAVEMENT MARKINGS, 6"	1389	FOOT	\$ 0.90	0.00	\$ -	1056.00	\$ 950.40
14	THERMOPLASTIC PAVEMENT MARKINGS, 12"	150	FOOT	\$ 2.25	332.00	\$ 747.00	0.00	\$ -
15	THERMOPLASTIC PAVEMENT MARKINGS, 24"	50	FOOT	\$ 4.50	183.00	\$ 823.50	0.00	\$ -
16	RAILROAD PROTECTIVE LIABILITY INSURANCE	1	LSUM	\$ 4,850.00	0.00	\$ -	0.00	\$ -
17	CRACK SEALING	200	FOOT	\$ 3.00	0.00	\$ -	200.00	\$ 600.00
18	SHORT TERM PAVEMENT MARKING	2100	FOOT	\$ 0.70	0.00	\$ -	862.00	\$ 603.40
19	WORK ZONE PAVEMENT MARKING REMOVAL	700	SQ FT	\$ 0.50	0.00	\$ -	287.00	\$ 143.50

TOTAL ADDITIONS = \$ 2,604.46
TOTAL DEDUCTIONS = \$ (37,488.52)

ORIGINAL CONTRACT PRICE: \$ 388,437.24

AMOUNT OF CURRENT CHANGE ORDER: (\$34,884.06)

NEW CONTRACT PRICE: \$ 353,553.18



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

Economic Development Committee #1

Tracking Number

EDC 2017-58

Agenda Item Summary Memo

Title: Ordinance setting date for Downtown TIF 2 Public Hearing and Joint Review Board

Meeting and Date: City Council – January 9, 2018

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 of the ordinance as presented or direction to add more

Parcels to TIF 2 and restart the TIF creation process

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: January 3, 2018
Subject: Downtown TIF Ordinances

Summary

Review of the status of the TIF 1 extension, TIF 2 creation, and the overall downtown redevelopment strategy.

Background

The City conducted a public meeting for the TIF 2 creation in December 2017. The current proposed boundaries for TIF 2 are shown in the included map. The next step in the creation of the TIF 2 process is to set the public hearing and joint review board meeting dates. In the attached drafted ordinance, the public hearing is set for March and the joint review board meeting is set for February. Both of these meetings and public notices require the City to set the final boundaries for the proposed TIF 2. Because of the rejection of the TIF 1 extension by Kendall County, the City Council may want to consider expanding the proposed TIF 2 boundaries.

Option 1 – Continue with existing boundaries

The ordinance included in the packet contains the current proposed boundaries for TIF 2. If the City Council desires, it could simply approve the ordinance setting the public hearing date for March and the joint review board meeting for February and proceed forward with the existing strategy of seeking the extension to TIF 1 with the School Board, and Township. The City Council could then reapproach the County Board for consideration of the extension of TIF 1, or it could wait years into the future to seek the extension.

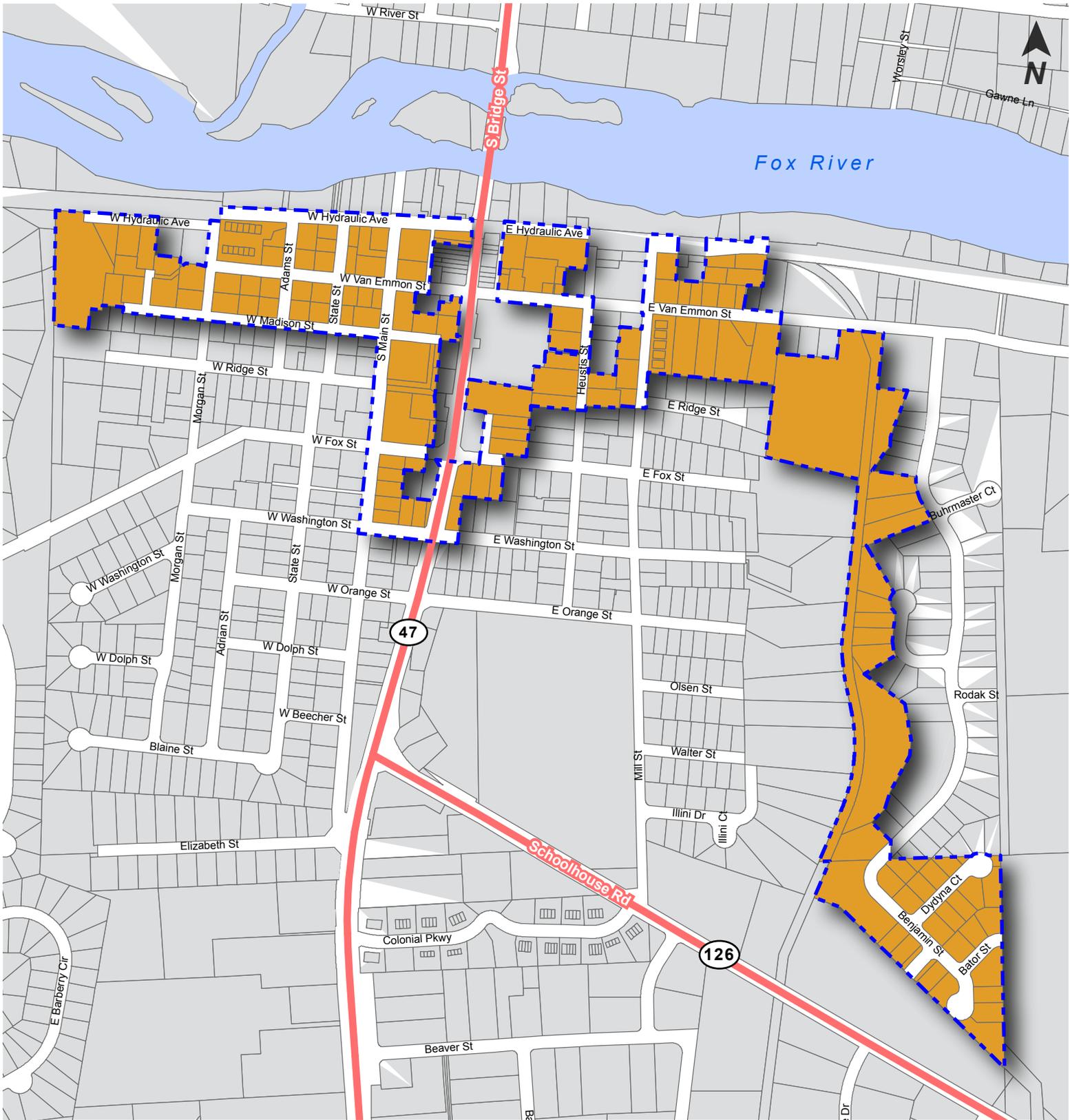
Option 2 – Further expand TIF 2 boundaries

If the City Council is not optimistic that the extension could ever be secured from the other taxing bodies, it could direct staff to expand the TIF 2 boundaries to include more properties. This would have the effect of including many properties within a TIF for a 23-year term, but it may not be able to include recently redeveloped properties and some residential properties. Another drawback is that some of the properties have a higher property value than in 2006, which would have the impact of decreasing existing TIF revenues by a modest amount. This option 2 would require us to restart the entire TIF process again, but its approval would be wholly within the City Council's authority. Staff has run a couple scenarios administratively, and we think a couple of the Route 47 commercial properties and some of the Riverfront properties could be removed from TIF 1 and added into TIF 2. However, confirmation of that would require us to study the properties and issue a full report. One long-term risk to this option is that the State has been conducting a TIF reform task force and the state's legislative session starts in a few weeks. State bills have been introduced every year for the past several years that would significantly weaken TIF as an economic development tool for municipalities. The risk is that a restart to our process might delay the final approval long-enough that a state legislation gets approved

that would weaken our abilities under TIF. We think there is a small chance that this will happen, but we wanted to raise it for the City Council's consideration.

Recommendation

While City staff is optimistic that the School Board and the Township would eventually agree with our extension request for TIF 1, we still face an uphill battle in convincing the County to reconsider the extension or receiving an extension from the State without the County's support. Based on our early analysis, staff thinks we could add some existing commercial and vacant properties into the TIF 2 boundaries, making it larger. These parcels are currently sitting in TIF 1 and would be transferred to TIF 2, and this process would be wholly within the City's control. Therefore, we lean towards Option 2 but we do think Option 1 is an acceptable option.



LEGEND

- Downtown Redevelopment Project Area #2 Boundary
- Downtown Redevelopment Project Area #2 Parcels



AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, TO SET A DATE FOR, AND TO APPROVE A PUBLIC NOTICE OF A PUBLIC HEARING ON THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, DOWNTOWN REDEVELOPMENT PROJECT AREA #2

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “City”) is a municipal corporation and political subdivision of the State of Illinois and as such is reviewing the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (the “Act”) for the purpose of designating the United City of Yorkville, Kendall County, Illinois Downtown Redevelopment Project Area #2; and,

WHEREAS, pursuant to the Act, the City is required to adopt an ordinance fixing the time and place for a public hearing on the proposed United City of Yorkville, Kendall County, Illinois Downtown Redevelopment Project Area #2; and,

WHEREAS, the City desires to adopt this Ordinance in order to comply with such requirements of the Act.

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 hereof.

Section 2. It is necessary and in the best interests of the City that a public hearing be held prior to the consideration of the adoption by the Mayor and City Council of the City (the “Corporate Authorities”) of an ordinance or ordinances approving the United City of Yorkville, Kendall County, Illinois Downtown Redevelopment Project Area #2 Redevelopment Plan (the “Plan”), designating the United City of Yorkville, Kendall County, Illinois Downtown Redevelopment Project Area #2 (the “Project Area”) and adopting tax increment allocation financing, and accordingly, it is necessary that a date for such public hearing be established and notice thereof be given, all in accordance with the provisions of the Act.

Section 3. It is hereby determined that a public hearing (the “*Hearing*”) on the proposed Plan for the proposed Project Area, as legally described in *Exhibit A*, attached hereto and made a part hereof this Ordinance, shall be held on the 13th day of March, 2018 at 7:00 p.m., at the United City of Yorkville City Hall, 800 Game Farm Road, Yorkville, Illinois.

Section 4. Within a reasonable time after the adoption of this ordinance, the Plan along with the name of the contact person at the City shall be sent to the affected taxing districts by certified mail.

Section 5. Notice of the Hearing is hereby authorized to be given by publication and mailing, said notice by publication to be given at least twice, the first publication to be not more than thirty (30) nor less than ten (10) days prior to the Hearing in a newspaper of general circulation within the taxing districts having property in the Project Area, and notice by mailing to be given by depositing such notice in the United States mail by certified mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the Project Area and to each residential address located within the Project Area, not less than ten (10) days prior to the date set for the Hearing. In the event taxes for the last preceding year were not paid, notice shall also be sent to the persons last listed on the tax rolls within the preceding three (3) years as owner(s) of such property.

Section 6. Notice of the Hearing is hereby directed to be in substantially the form found in Exhibit B which is attached hereto and made a part hereof.

Section 7. The notice provided for in Section 6 is hereby directed to be given by mail, not less than forty-five (45) days prior to the date set for the Hearing, to all taxing districts of which taxable property is included in the proposed Project Area and to the Illinois Department of Commerce and Economic Opportunity (“*DCEO*”). Notice shall include an invitation to each

taxing district and DCEO to submit written comments to the City, in care of the City Clerk of the United City of Yorkville, City Hall, 800 Game Farm Road, Yorkville, Illinois 60560, concerning the subject matter of the Hearing prior to the date of the Hearing.

Section 8. It is hereby ordered that a Joint Review Board (the “*Board*”) shall be convened on the 13th day of February, 2018 at 4:00 p.m., at City Hall, 800 Game Farm Road, Yorkville, Illinois 60560, which is not sooner than fourteen (14) days nor later than twenty-eight (28) days following the notice to be given to all taxing districts, as provided in Section 7 above, to review the public record, the proposed Plan and the proposed ordinances approving the proposed Plan, designating the Project Area and adopting tax increment financing. The Joint Review Board shall consist of a representative selected by the community college district, local community unit school district, township, fire protection district, and the county that has authority to directly levy taxes on the property in the proposed Project Area, a representative selected by the City, and a public member to be selected by a majority of other Joint Review Board members, and shall act in accordance with the applicable provisions of the Act.

Section 9. The document entitled *United City of Yorkville, Kendall County, Illinois Downtown Redevelopment Project Area #2 Redevelopment Plan* has been available for inspection and review commencing the 1st day of December, 2017 which is more than 10 days prior to the adoption of this Ordinance at the office of the City Clerk at City Hall, 800 Game Farm Road, Yorkville, Illinois, during regular office hours.

Section 10. Notice of the establishment of an interested parties’ registry which entitles all registrants to receive information on activities related to the proposed designation of a redevelopment project area and the preparation of a redevelopment plan and project has been published.

Section 11. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

Section 12. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 13. This Ordinance shall be in full force and effect immediately upon its passage.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2018.

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 _____, 2018.

MAYOR

Attest:

City Clerk

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS.

CERTIFICATE

I, Lisa Pickering, Deputy City Clerk of the United City of Yorkville, Kendall County and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____:

“AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, TO SET A DATE FOR, AND TO APPROVE A PUBLIC NOTICE OF A PUBLIC HEARING ON THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS DOWNTOWN REDEVELOPMENT PROJECT AREA #2”

which was adopted by the Mayor and City Council of the United City of Yorkville on the _____ day of _____, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the United City of Yorkville this _____ day of _____, 2018.

Lisa Pickering, Deputy City Clerk

Exhibit A

*Legal Description
Downtown Redevelopment Project Area #2*

THAT PART OF SECTIONS 32 AND 33, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHERLY CORNER OF LOT 83 IN KENDALLWOOD ESTATES; THENCE NORTH ALONG THE EAST LINE OF SAID KENDALLWOOD ESTATES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE WESTERLY ALONG THE SAID SOUTH LINE TO THE NORTHERLY LINE OF DYDYNA COURT; THENCE WESTERLY ALONG THE SAID NORTHERLY LINE TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHEASTERLY LINE OF BENJAMIN STREET; THENCE NORTHERLY TO THE SOUTHERLY CORNER OF LOT 5 IN SAID KENDALLWOOD ESTATES; THENCE NORTHWESTERLY ALONG THE SOUTHWEST LINE OF SAID LOT 5 TO THE EASTERLY LINE OF LOT 86 IN SAID KENDALLWOOD ESTATES; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 86 TO THE SOUTHERLY CORNER OF LOT 12 IN SAID KENDALLWOOD ESTATES; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 12 TO THE WEST LINE OF TOMASIK COURT; THENCE NORTHERLY ALONG SAID WEST LINE TO THE SOUTHERLY MOST CORNER OF LOT 17 IN SAID KENDALLWOOD ESTATES; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 17 TO THE SOUTHEASTERLY LINE OF LOT 27 IN SAID KENDALLWOOD ESTATES; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 27 TO THE WESTERLY LINE OF SAID BENJAMIN STREET; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID BENJAMIN STREET TO THE NORTH LINE OF LOT 29 IN SAID KENDALLWOOD ESTATES; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 29 TO THE EASTERLY LINE OF LOT 84 IN SAID KENDALLWOOD ESTATES; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 84 TO THE NORTH LINE OF SAID LOT 84; THENCE WEST ALONG SAID NORTH LINE TO THE EAST LINE OF THE COMMONWEALTH EDISON RIGHT OF WAY; THENCE NORTH ALONG SAID EAST LINE TO THE SOUTH LINE OF EAST VAN EMMON STREET; THENCE WEST ALONG SAID SOUTH LINE TO THE EAST LINE OF VAN EMMON STREET ADDITION TO YORKVILLE; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID VAN EMMON STREET ADDITION TO YORKVILLE; THENCE WEST ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID VAN EMMON STREET ADDITION TO YORKVILLE; THENCE NORTH ALONG SAID WEST LINE AND SAID WEST LINE EXTENDED NORTH, TO THE NORTH LINE OF VAN EMMON STREET; THENCE WEST ALONG THE NORTH LINE OF SAID VAN EMMON STREET TO THE WEST LINE OF A PARCEL OF LAND CONVEYED BY DEED RECORDED JULY 3, 1990, AS DOCUMENT 904281; THENCE NORTH ALONG THE WEST LINE OF SAID PARCEL TO THE NORTH LINE OF SAID PARCEL; THENCE EAST ALONG THE NORTH LINE OF SAID PARCEL TO THE WEST LINE OF LOT 12 IN SECTION 33, ACCORDING TO THE PLAT THEREOF RECORDED ON PLAT BOOK 3 AT PAGE 96; THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTH LINE OF THE ILLINOIS RAILNET RIGHT OF WAY; THENCE WESTERLY ALONG SAID NORTH LINE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF A PARCEL OF LAND WITH A P.I.N. OF 02-33-156-016; THENCE SOUTHERLY ALONG THE NORTHERLY EXTENSION OF SAID EAST LINE AND THE EAST LINES OF SAID PARCEL TO THE SOUTHERLY MOST CORNER OF SAID PARCEL; THENCE WEST ALONG THE SOUTH

LINE OF SAID PARCEL TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE NORTH ALONG THE WEST LINE OF SAID PARCEL TO THE SOUTHWEST CORNER OF A PARCEL OF LAND WITH A P.I.N. OF 02-33-156-017; THENCE NORTH ALONG THE WEST LINE OF SAID PARCEL AND SAID WEST LINE EXTENDED TO THE NORTH LINE OF HYDRAULIC AVENUE; THENCE WEST ALONG SAID NORTH LINE TO THE NORTHERLY EXTENSION OF THE WEST LINE OF MILL STREET; THENCE SOUTH ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF MILL STREET AND THE WEST LINE OF MILL STREET TO THE SOUTH LINE OF LOT 4 IN TER-JAC SUBDIVISION; THENCE WEST ALONG SAID SOUTH LINE TO THE NORTHEAST CORNER OF LOT 2 IN SAID TER-JAC SUBDIVISION; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID LOT 2; THENCE WEST ALONG SAID SOUTH LINE TO THE WEST LINE OF THE EAST 6 FEET OF LOT 1 IN SAID TER-JAC SUBDIVISION; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID LOT 1; THENCE WEST ALONG SAID SOUTH LINE TO THE EAST LINE OF HEUSTIS STREET; THENCE NORTH ALONG SAID EAST LINE TO THE NORTH LINE OF EAST VAN EMMON STREET; THENCE WEST ALONG SAID NORTH LINE TO THE WEST LINE OF A PARCEL OF LAND DESCRIBED IN TRUSTEE'S DEED DATED JANUARY 23, 2002 AND RECORDED AS DOCUMENT 200200002291; THENCE NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID PARCEL; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF HEUSTIS STREET; THENCE NORTH ALONG SAID WEST LINE AND ALONG THE NORTHERLY EXTENSION THEREOF TO THE NORTH LINE OF SAID EAST HYDRAULIC AVENUE; THENCE WEST ALONG SAID NORTH LINE TO THE EAST LINE, EXTENDED NORTH, OF THE 20' ALLEY RUNNING THROUGH BLOCK SIX OF BLACKS ADDITION TO YORKVILLE; THENCE SOUTH ALONG SAID EAST LINE EXTENDED NORTH AND SAID EAST LINE TO THE SOUTH LINE OF EAST VAN EMMON STREET; THENCE EAST ALONG SAID SOUTH LINE TO THE NORTHEAST CORNER OF LOT 2 IN THE OLD SECOND NATIONAL BANK BRIDGE STREET SUBDIVISION; THENCE FOLLOWING A CLOCKWISE DIRECTION AROUND THE PERIMETER OF SAID LOT 2 TO THE EAST LINE OF ROUTE 47; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF LOT 1 IN SAID SUBDIVISION; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 TO A BEND POINT IN SAID SOUTH LINE; THENCE SOUTH ALONG A WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF BELL STREET; THENCE SOUTH ALONG THE WEST LINE OF BELL STREET AND THE WEST LINE OF BELL STREET EXTENDED SOUTH TO THE SOUTH LINE OF EAST FOX STREET; THENCE WESTERLY, ON SAID SOUTH LINE, TO THE WEST LINE OF ILLINOIS ROUTE 47; THENCE SOUTHERLY, ON SAID WEST LINE, TO THE SOUTH LINE OF PARCEL TWO, DESCRIBED IN DEED RECORDED JULY 25, 2003 AS DOCUMENT NUMBER 200300025623; THENCE WESTERLY ON SAID SOUTH LINE AND ON THE SOUTH LINE OF PARCEL DESCRIBED IN DEED RECORDED FEBRUARY 1, 2010 AS DOCUMENT NUMBER 201000002076 TO THE WEST LINE OF LOT 5 IN BLOCK 11 IN THE ORIGINAL VILLAGE OF YORKVILLE; THENCE NORTHERLY, ON SAID WEST LINE AND ON THE WEST LINE OF LOT 4 IN SAID BLOCK 11 TO THE SOUTH LINE OF LOT 1 IN SAID BLOCK 11; THENCE EASTERLY, ON THE SOUTH LINE OF SAID LOT 1 TO THE WEST LINE OF AFORESAID PARCEL TWO, DESCRIBED IN DEED RECORDED JULY 25, 2003 AS DOCUMENT NUMBER 200300025623; THENCE NORTHERLY, ON SAID WEST LINE, TO THE SOUTH LINE OF WEST FOX STREET; THENCE NORTHERLY TO THE SOUTHWEST CORNER OF THE EASTERLY 30 FEET OF LOT 7 IN BLOCK 14 IN THE ORIGINAL VILLAGE OF YORKVILLE; THENCE EASTERLY, ON THE SOUTH LINE OF SAID LOT 7, 30 FEET TO THE EAST LINE OF SAID LOT 7; THENCE NORTHERLY ON THE EAST LINE OF SAID LOT 7 AND ON THE EAST LINE OF LOT 6 IN SAID BLOCK 14 TO THE NORTH LINE OF SAID LOT 6; THENCE WESTERLY ON SAID NORTH LINE TO THE EAST LINE OF A PARCEL WITH A PIN OF 02-32-429-002 AND OWNED BY THE COUNTY OF KENDALL; THENCE NORTHERLY, ON THE EAST LINE OF SAID PARCEL TO THE SOUTHEAST CORNER OF VACATED RIDGE STREET; THENCE NORTHERLY ON THE EAST LINE OF SAID VACATED RIDGE STREET TO

THE EAST LINE OF VACATED JEFFERSON STREET; THENCE NORTHERLY ON SAID EAST LINE TO THE SOUTH LINE OF A PARCEL DESCRIBED IN WARRANTY DEED RECORDED SEPTEMBER 1, 1995 AS DOCUMENT NUMBER 9506986; THENCE EASTERLY, ON SAID SOUTH LINE, SAID LINE BEING THE CENTERLINE OF VACATED MADISON STREET TO THE EAST LINE OF SAID PARCEL, BEING ALSO THE WEST LINE OF ILLINOIS ROUTE 47; THENCE NORTHERLY, ON THE EAST LINE OF SAID PARCEL TO THE NORTH LINE OF SAID PARCEL, BEING ALSO THE SOUTH LINE OF VAN EMMON STREET; THENCE WESTERLY, ON SAID NORTH LINE, TO THE WEST LINE OF SAID PARCEL; THENCE SOUTHERLY ON SAID WEST LINE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 6 IN BLOCK 28 IN SAID ORIGINAL VILLAGE OF YORKVILLE; THENCE WESTERLY, ON SAID EASTERLY EXTENSION AND ON THE SOUTH LINE OF LOTS 5 AND 6 IN SAID BLOCK 28, 125 FEET MORE OR LESS TO THE EAST LINE OF LOT 3 IN SAID BLOCK; THENCE NORTHERLY ON SAID EAST LINE AND ON THE EAST LINE OF LOT 4, 100 FEET, MORE OR LESS, TO THE NORTH LINE OF LOT 5 IN SAID BLOCK; THENCE EASTERLY ON THE NORTH LINE OF SAID LOTS 5 AND 6 IN SAID BLOCK 28 TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 6 IN BLOCK 1 IN BLACKS ADDITION; THENCE NORTHERLY ON SAID SOUTHERLY EXTENSION AND ON THE WEST LINE OF LOTS 6, 12, 11 AND 10 IN SAID BLOCK 1 TO THE SOUTH LINE OF THE NORTH HALF OF LOT 10; THENCE EASTERLY ON SAID SOUTH LINE AND ON THE SOUTH LINE OF THE NORTH HALF OF LOT 2 IN SAID BLOCK 1 TO THE WEST LINE OF ROUTE 47; THENCE NORTHERLY ON SAID WEST LINE TO THE NORTH LINE OF WEST HYDRAULIC AVENUE; THENCE WESTERLY, ON SAID NORTH LINE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF MORGAN STREET; THENCE SOUTHERLY ON SAID NORTHERLY EXTENSION TO THE NORTH LINE OF WEST HYDRAULIC AVENUE; THENCE WESTERLY, ON SAID NORTH LINE TO THE NORTHERLY EXTENSION OF THE WEST LINE OF MORGAN STREET; THENCE SOUTHERLY, ON SAID NORTHERLY EXTENSION AND ON THE WEST LINE OF SAID MORGAN STREET TO THE SOUTH LINE OF THE NORTH HALF OF VACATED VAN EMMON STREET. THENCE WESTERLY, ON SAID SOUTH LINE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 2 IN BLOCK 24 IN BLACKS SECOND ADDITION; THENCE NORTHERLY, ON SAID SOUTHERLY EXTENSION AND ON THE WEST LINE OF SAID LOT 2 TO THE SOUTH LINE OF THE NORTHERLY 143 FEET OF LOTS 3 AND 4 IN SAID BLOCK 24; THENCE WESTERLY, ON SAID SOUTH LINE TO THE WEST LINE OF SAID LOT 4; THENCE NORTHERLY, ON SAID WEST LINE AND ON THE NORTHERLY EXTENSION OF SAID WEST LINE, TO THE NORTH LINE OF WEST HYDRAULIC AVENUE; THENCE WESTERLY, ON SAID NORTH LINE, TO THE EAST LINE OF WHITE OAK FARM UNIT 1; THENCE SOUTHERLY, ON SAID EAST LINE, TO THE SOUTH LINE OF PARCEL TWO, DESCRIBED IN TRUSTEES DEED RECORDED MARCH 5, 2004 AS DOCUMENT 200400005336; THENCE EASTERLY, ON SAID SOUTH LINE TO THE WEST LINE OF PARCEL 3, DESCRIBED IN WARRANTY DEED, RECORDED OCTOBER 11, 2012 AS DOCUMENT NUMBER 201200019862; THENCE NORTHERLY, ON SAID WEST LINE, 100 FEET MORE OR LESS TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF MADISON STREET; THENCE EASTERLY, ON SAID WESTERLY EXTENSION TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 3 IN BLOCK 23 IN BLACKS SECOND ADDITION; THENCE NORTHERLY, ON SAID SOUTHERLY EXTENSION TO THE NORTH LINE OF THE SOUTH HALF OF VACATED MADISON STREET; THENCE EASTERLY, ON SAID NORTH LINE TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 7 IN BLOCK 21 IN SAID BLACKS SECOND ADDITION; THENCE SOUTHERLY, ON SAID NORTHERLY EXTENSION TO THE SOUTH LINE OF WEST MADISON STREET; THENCE EASTERLY, ON SAID SOUTH LINE TO THE WEST LINE OF SAID SOUTH MAIN STREET; THENCE SOUTHERLY, ON SAID WEST LINE TO THE SOUTH LINE OF WEST WASHINGTON STREET; THENCE EAST ALONG SAID SOUTH LINE AND ALONG THE SOUTH LINE OF EAST WASHINGTON STREET TO THE WEST LINE OF THE EAST 10 FEET OF LOT 10 IN BLOCK 5 OF MASON'S ADDITION TO THE TOWN

OF YORKVILLE, EXTENDED SOUTH; THENCE NORTH ALONG SAID WEST LINE EXTENDED AND SAID WEST LINE TO THE SOUTH LINE OF LOT 5 IN SAID BLOCK 5; THENCE EAST ALONG SAID SOUTH LINE AND THE SOUTH LINES OF LOTS 2, 3 AND 4 IN SAID BLOCK 5 TO THE EAST LINE OF SAID LOT 2; THENCE NORTH ALONG SAID EAST LINE AND SAID EAST LINE EXTENDED NORTH TO THE NORTH LINE OF EAST FOX STREET; THENCE EAST ALONG SAID NORTH LINE TO THE EAST LINE OF A PARCEL OF LAND WITH A P.I.N. OF 02-33-301-011; THENCE NORTH ALONG SAID EAST LINE AND THE EAST LINE OF THE FOLLOWING 2 P.I.N.'S 02-33-301-008 AND 02-33-301-013 TO THE SOUTHEAST CORNER OF LOT 1 IN THE OLD SECOND NATIONAL BANK BRIDGE STREET SUBDIVISION; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTH LINE OF A PARCEL OF LAND WITH A P.I.N. OF 02-33-301-004; THENCE EAST ALONG SAID SOUTH LINE AND SAID SOUTH LINE EXTENDED EAST, TO THE EAST LINE OF HEUSTIS STREET; THENCE NORTH ALONG SAID EAST LINE TO THE SOUTH LINE OF A PARCEL OF LAND WITH A P.I.N. OF 02-33-304-005; THENCE EAST ALONG SAID SOUTH LINE TO THE WEST LINE OF A PARCEL OF LAND WITH A P.I.N. OF 02-33-304-014; THENCE NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID PARCEL; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF MILL STREET; THENCE EASTERLY TO THE SOUTHEAST CORNER OF MILL STREET AND EAST RIDGE STREET; THENCE NORTH ALONG THE EAST LINE OF MILL STREET TO THE NORTH LINE OF PRICE'S FIRST ADDITION TO YORKVILLE; THENCE EAST ALONG SAID NORTH LINE TO THE EAST LINE OF SAID PRICE'S FIRST ADDITION; THENCE SOUTH ALONG SAID EAST LINE TO AN OLD CLAIM LINE DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 6, 1988 AS DOCUMENT 883256; THENCE SOUTHEASTERLY ALONG SAID OLD CLAIM LINE TO THE WEST LINE OF THE COMMONWEALTH EDISON RIGHT OF WAY; THENCE SOUTH ALONG SAID RIGHT OF WAY TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE EAST ALONG SAID SOUTH LINE TO THE WEST LINE OF KENDALLWOOD ESTATES; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWESTERLY LINE OF SAID KENDALLWOOD ESTATES; THENCE SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY LINE TO THE POINT OF BEGINNING IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

Exhibit B

Form of Notice of Public Hearing

NOTICE OF PUBLIC HEARING

**UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
PROPOSED APPROVAL OF THE UNITED CITY OF YORKVILLE,
KENDALL COUNTY, ILLINOIS, DOWNTOWN REDEVELOPMENT
PROJECT AREA #2**

Notice is hereby given that on the 13th day of March, 2018 at 7:00 p.m., at the United City of Yorkville City Hall, 800 Game Farm Road, Yorkville, Illinois, a public hearing (the "*Hearing*") will be held to consider the approval of the proposed United City of Yorkville, Kendall County, Illinois, Downtown Redevelopment Project Area #2 Redevelopment Plan (the "*Plan*"), the designation of the United City of Yorkville, Kendall County, Illinois, Downtown Redevelopment Project Area #2 (the "*Project Area*") and the adoption of tax increment financing therefore. The Project Area consists of the territory legally described on Exhibit A and generally described as follows:

An area positioned around the Route 47 and Van Emmon Street intersection including a majority of the parcels both north and south of Van Emmon Street from 5 blocks west of Route 47 to 3 blocks east of Route 47, as well as parcels on the east side of Main Street from Madison Street to Washington Street, parcels on the west side of Mill Street from Van Emmon Street to Ridge Street, parcels on the east side of Heustis Street from Van Emmon Street to Fox Street, and parcels on the east side of Route 47 from Washington Street to Van Emmon Street.

The Plan objectives are to reduce or eliminate blighting conditions, to enhance the tax base of the City and other affected taxing districts by encouraging private investment in commercial, office and mixed-use development within the Project Area, and to preserve and enhance the value of properties therein, all in accordance with the provisions of the "Tax Increment Allocation Redevelopment Act," effective January 10, 1977, as amended (the "*Act*"). The City may issue obligations to finance project costs in accordance with the Plan, which obligations may also be secured by the special tax allocation fund and other available funds, if any, as now or hereafter permitted by law, and which also may be secured by the full faith and credit of the municipality.

At the Hearing, there will be a discussion of the Plan, designation of the Project Area, and the adoption of tax increment allocation financing for the Project Area. The Plan is on file and available for public inspection at the office of the City Clerk at City Hall, 800 Game Farm Road, Yorkville, Illinois.

Pursuant to the proposed Plan, the City proposes to facilitate redevelopment of the Project Area by incurring or reimbursing eligible redevelopment project costs,

which may include, but shall not be limited to, studies, surveys, professional fees, property assembly costs, construction of public improvements and facilities, building and fixture rehabilitation, reconstruction, renovation and repair, financing costs, and interest costs, all as authorized under the Act. The Plan proposes to provide assistance by paying or reimbursing costs including, but not limited to, site assembly, analysis, professional services and administrative activities, public improvements and facilities, building rehabilitation, capital costs incurred by a taxing district as a direct result of a redevelopment project, the payment of financing and interest costs, and such other project costs as permitted by the Act pursuant to one or more redevelopment agreements.

Tax increment financing is a public financing tool that does not raise property taxes but is used to assist economic development projects by capturing the projected increase in the property tax revenue stream to be created by the increase of the assessed value of the development or development area and investing those funds in improvements associated with the project.

At the Hearing, all interested persons or affected taxing districts may file written objections with the City Clerk and may be heard orally with respect to any issues regarding the approval of the proposed Plan, designation of the Project Area, and adoption of tax increment allocation financing therefore.

The Hearing may be adjourned by the Mayor and City Council of the City without further notice other than a motion to be entered upon the minutes of the Hearing fixing the time and place of the subsequent hearing.

For additional information about the proposed Plan and to file comments or suggestions prior to the hearing contact Krysti Barksdale-Noble of the United City of Yorkville, 800 Game Farm Road, Yorkville, Illinois 60560, 630-553-4350.

By Order of the Mayor and City Council of the United City of Yorkville this _____ day of _____, 2018.

City Clerk

**NOTICE OF MEETING OF JOINT REVIEW BOARD
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
REDEVELOPMENT PROJECT AREA #2**

Kendall County
111 West Fox Street
Yorkville, Illinois 60560

Bristol-Kendall Fire Protection District
103 East Beaver Street
Yorkville, Illinois 60560

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

Kendall Township
9513 Walker Road
Yorkville, Illinois 60560

Waubonsee Junior College #516
Route 47 at Waubonsee Drive
Sugar Grove, Illinois 60554

Yorkville School Community Unit #115
602-A Center Parkway
Yorkville, Illinois 60560

YOU ARE HEREBY NOTIFIED that a meeting of the Joint Review Board to review the public record, planning documents and the proposed ordinances approving the Redevelopment Plan for the Downtown Redevelopment Project Area #2 will be convened on February 13, 2018 at 4:00 p.m. at the United City of Yorkville City Hall, 800 Game Farm Road, Yorkville, Illinois 60560.

PLEASE BE ADVISED that the Joint Review Board, at its initial meeting, shall elect a public member as well as a chairperson. In accordance with the provisions of the Tax Increment Allocation Redevelopment Act (the “Act”) (65 ILCS 5/11-74.1-1 *et seq.*), the Joint Review Board shall review the public record, planning documents and the proposed ordinances regarding the Downtown Redevelopment Project Area #2 to be submitted to the Mayor and City Council for adoption. The Joint Review Board shall be requested to provide an advisory, non-binding recommendation to be adopted by a majority vote and submitted to the Village within thirty (30) days after the Joint Review Board has been convened. Pursuant to the Act, the Joint Review Board is required to base its decision to approve or deny the redevelopment plan and the designation of the redevelopment project area on the basis of the redevelopment area satisfying the plan requirements, the eligibility criteria as defined by the Act, and the objectives of the Act.

/s/ Beth Warren , City Clerk

LAW OFFICE
KATHLEEN FIELD ORR & ASSOCIATES
53 WEST JACKSON BLVD.
SUITE 964
CHICAGO, ILLINOIS 60604
(312)382-2113
(312)382-2127 facsimile

KATHLEEN FIELD ORR
kfo@kfoassoc.com

A G E N D A

ANNUAL MEETING OF THE JOINT REVIEW BOARD UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS DOWNTOWN REDEVELOPMENT PROJECT AREA #2

February 13, 2018

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

4:00 p.m.

1. Call the Meeting to Order
2. Roll Call: United City of Yorkville
Kendall Township
Kendall County
Yorkville School Community Unit #115
Bristol–Kendall Fire Protection District
Waubonsee Junior College #516
3. Motion to elect a Public Member
4. Motion to elect a Chairperson
5. Review of the public record, planning documents and Redevelopment Plan for the Downtown Redevelopment Project Area #2
6. Review of Proposed Ordinances
7. Public Comment
8. Discussion, deliberation and recommendation
9. Adjournment



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

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2017-14 & EDC 2018-06

Agenda Item Summary Memo

Title: Bristol Bay PUD – Amended Annex. Agreement & Amended Final Plat of Subdivision

Meeting and Date: City Council - January 9, 2018

Synopsis: Proposed Amended Annex. Agreement & Final Plat of Subdivision for the
Bristol Bay residential subdivision.

Council Action Previously Taken:

Date of Action: 06-22-10 Action Taken: Approval of Amend. Annex. Agreement

Item Number: PC 2010-06

Type of Vote Required: Marjoity

Council Action Requested: Approval

Submitted by: Krysti J. Barksdale-Noble, AICP Community Development
Name Department

Agenda Item Notes:

See attached memorandum.

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. 2018.

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. 2018.

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,; 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

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

Ordinance No. 2018-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
APPROVING THE FINAL PLAT OF RESUBDIVISION OF BRISTOL BAY
LOT 2048 – UNIT 9 AND LOT 2049 – UNIT 11**

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, Centex Homes (the “Developer”) has filed an application for final plat approval of the resubdivision of Lot 2048 in Unit 9 and Lot 2049 in Lot 11 of the Bristol Bay PUD (the “Subject Property”) and is seeking resubdivision of the Subject Property into four (4) lots of which two lots will contain the developed area and two lots the undeveloped area; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on the 13th day of December, 2017, to consider the resubdivision of the Subject Property after publication of notice; and,

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Chapter 3 and 4 of Title 11 of the Yorkville Subdivision Control Ordinance and made a recommendation to the Mayor and City Council (“the Corporate Authorities”) for approval of the resubdivision.

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 and authorize the execution of the *FINAL PLAT OF RESUBDIVISION OF BRISTOL BAY LOT 2048 – UNIT 9 AND LOT 2049 – UNIT 11* prepared by HR Green, Inc. dated last revised December 6, 2017, attached hereto and made a part hereof by reference as Exhibit A, for the resubdivision of the Subject Property, legally described on Exhibit B with Property Index Numbers of 02-04-375-020, 02-04-375-021, 02-04-376-153, and 02-04-450-005.

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 _____, 2018.

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 _____, 2018.

MAYOR

EXHIBIT "A"

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

EXHIBIT "B"

LEGAL DESCRIPTION

Lot 2048 of Bristol Bay PUD – Unit 9, according to the plat thereof, recorded as document 200700027593 and Lot 2049 of Bristol Bay PUD – Unit 11, according to the plat thereof, recorded as document 200700027594, and being part of the south ½ of Section 4-37-7 and part of the northeast ¼ of Section 9-37-7 in the United City of Yorkville, Bristol Township, Kendall County, Illinois.

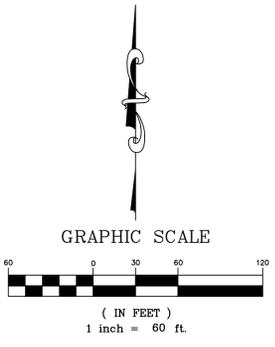
Permanent Tax Index Numbers: 02-04-375-020, 02-04-375-021, 02-04-376-153, and 02-04-450-005

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

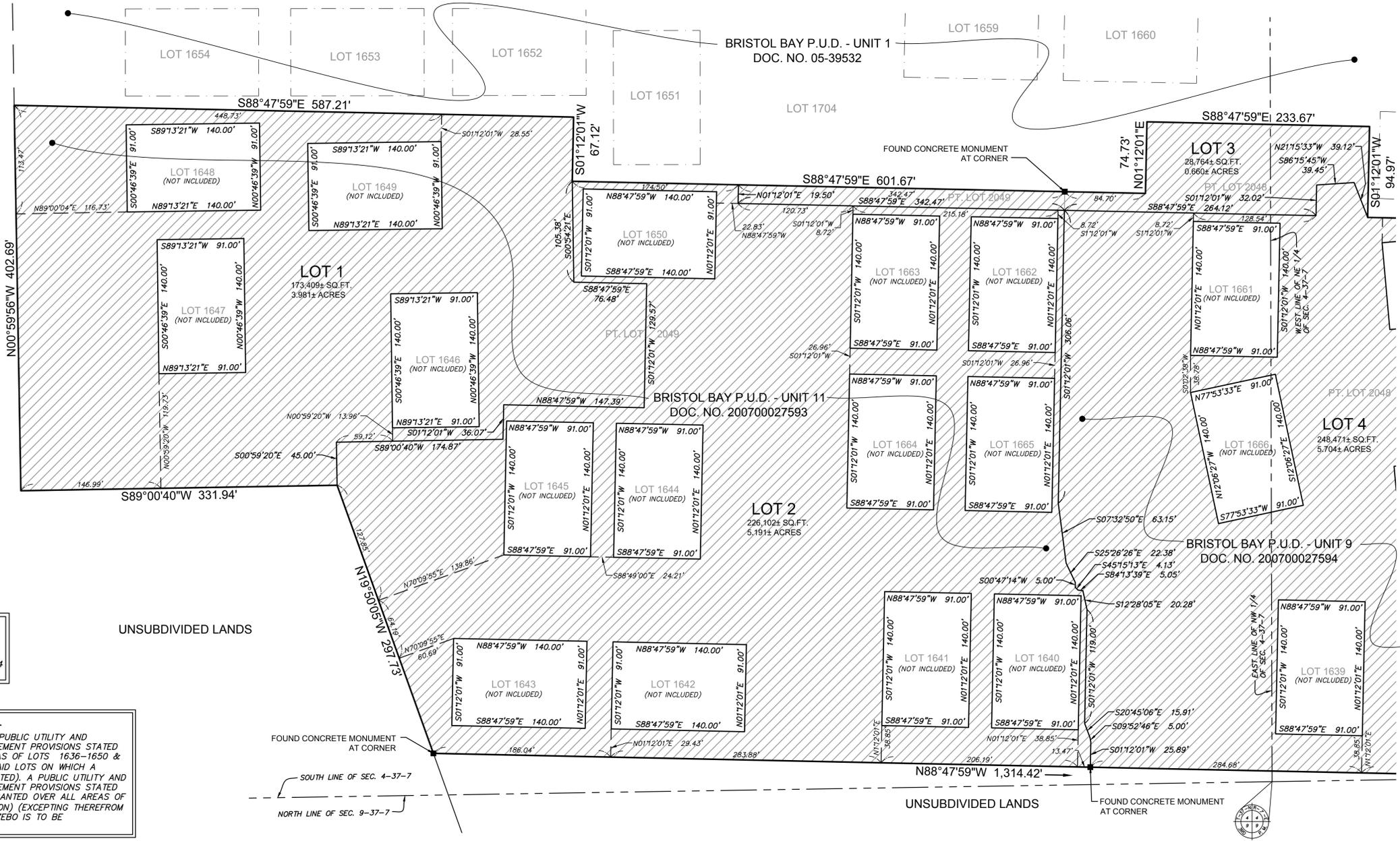
A RESUBDIVISION LOT 2048 OF BRISTOL BAY P.U.D. - UNIT 9, ACCORDING TO THE PLAT THEREOF, RECORDED AS DOCUMENT 200700027593 AND LOT 2049 OF BRISTOL BAY P.U.D. - UNIT 11, ACCORDING TO THE PLAT THEREOF, RECORDED AS DOCUMENT 200700027594, AND BEING PART OF THE SOUTH 1/2 OF SECTION 4-37-7 AND PART OF THE NORTHEAST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



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.

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.

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

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

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.

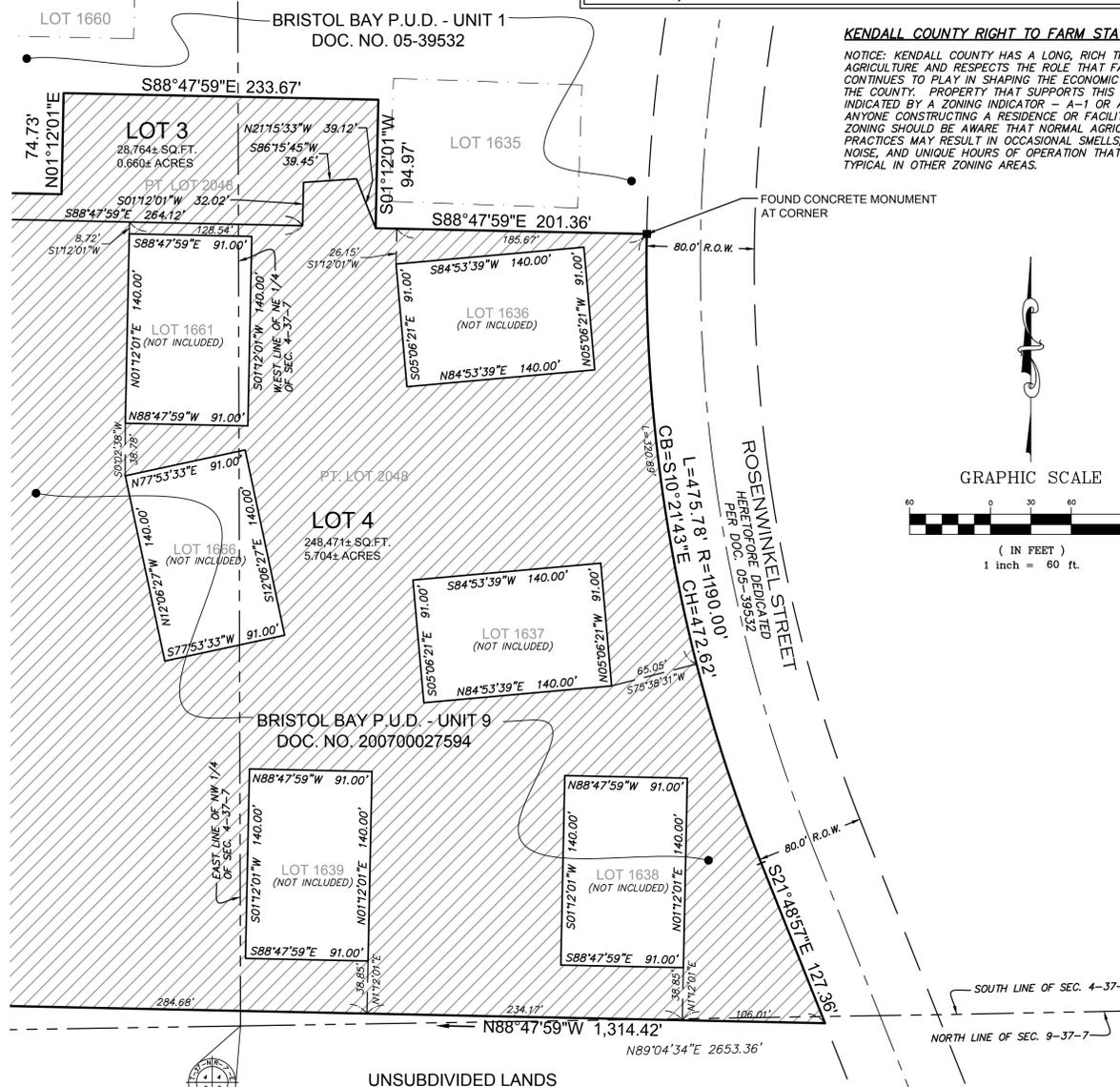
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____

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

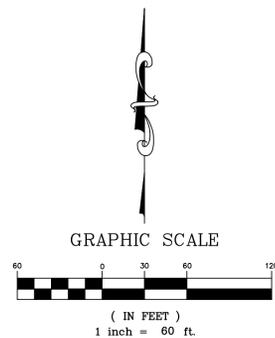
PUBLIC UTILITY & DRAINAGE EASEMENT NOTE:

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).



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.



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____.

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

FOR REVIEW

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



Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Brad Sanderson, EEI, City Engineer
Date: January 3, 2018
Subject: **PZC 2017-14 Bristol Bay – NE Quadrant of Galena Rd & IL 47
Amended Final Plat of Resubdivision for Units 9 and 11**

Background/Proposed Request

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 2005, the Bristol Bay Subdivision has constructed 648 units (~30%) which include 272 multiple-family units (condos), 168 townhomes, and 208 single-family dwellings.

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 approval of an amended Final Plat to resubdivide portions of Units 9 and 11 to separate the dormant/unfinished from the built-out areas and create new sub-units.

Planning & Zoning Commission Action:

The Planning and Zoning Commission reviewed the request for final plat approval at a meeting held on December 13, 2017 and made the following action on the motion below:

In consideration of the proposed Final Plat of Resubdivision of Bristol Bay Lot 2048 – Unit 9 and Lot 2049 – Unit 11, the Planning and Zoning Commission recommends approval of the plat to the City Council as presented by the Petitioner in a plan prepared by HR Green, dated last revised December 6, 2017, and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

Action:

Harker – aye; Olson – aye; Horaz – aye; Goins – aye; Marcum – aye; Gockman - aye– **6 ayes; 0 no.**

Attachments:

1. Draft Ordinance
2. Staff Memo to Planning and Zoning Commission
3. Bristol Bay Unit Map prepared by EEI, dated 11-30-17
4. Petitioner Applications for Amended Annexation Agreement & Amended Final Plat w/ attachments
5. Proposed Final Plat of Resubdivision prepared by HR Green dated last revised 12/6/17.
6. EEI Letter to the City dated December 4, 2017 re: Bristol Bay Resubdivision.



Memorandum

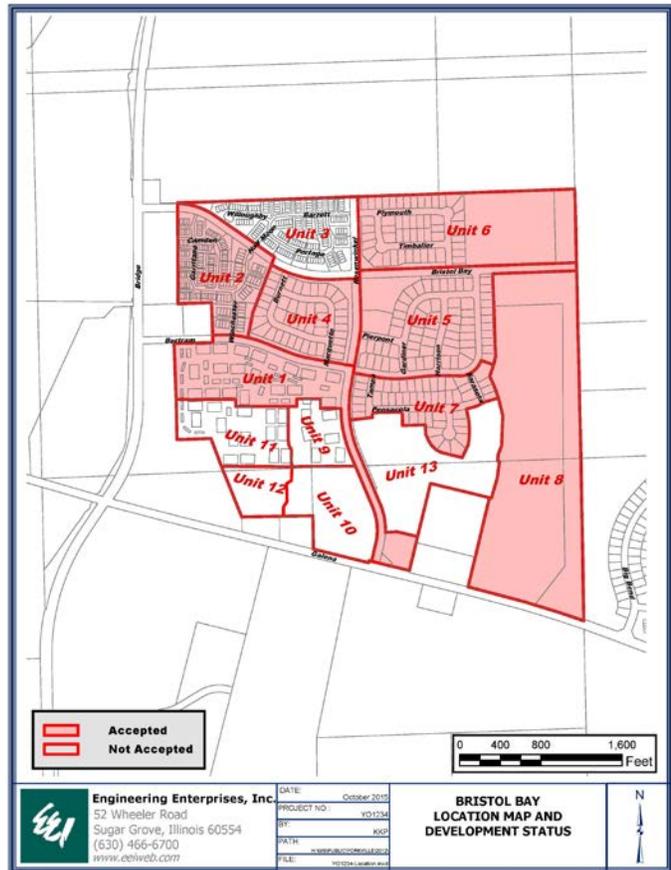
To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Brad Sanderson, EEI
Date: December 6, 2017
Subject: **PZC 2017-14 Bristol Bay – Proposed Amended Annex. Agrmt & Final Plat Replatting and Reduction in Bonds/LOCs for Units 9-13**

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



Memorandum

To: Planning and Zoning Commission
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Brad Sanderson, EEI
Date: December 5, 2017
Subject: **PZC 2017-14 Bristol Bay – NE Quadrant of Galena Rd & IL 47
Amended Final Plat of Resubdivision for Units 9 and 11**

Project Background/Request:

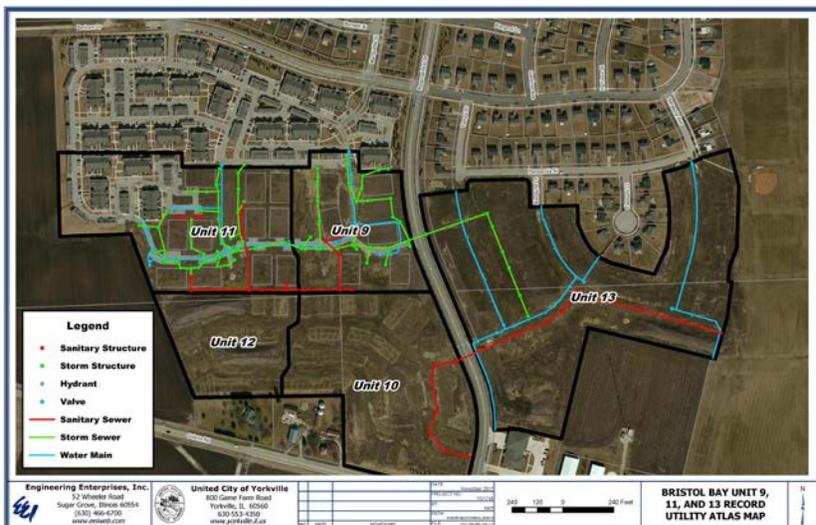
The Bristol Bay subdivision covers over 630 acres of land within the northeast quadrant of Yorkville's corporate boundaries and was master planned to have over 2,000 dwelling units consisting of single-family, condominium, townhome and duplex housing types. Planned to be developed in two (2) phases, Phase I comprised Units 1 – 8 and Phase II encompassed Units 9-13. Since its original annexation agreement approval in April 2005, the Bristol Bay Subdivision has constructed 648 units (~30%) which include 272 multiple-family units (condos), 168 townhomes, and 208 single-family dwellings.

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 approval of an amended Final Plat to resubdivide portions of Units 9 and 11 to separate the dormant/unfinished from the built-out areas and create new sub-units.

Proposed Amended Final Plat:

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 proposed Final Plat of Resubdivision has been reviewed by the City engineering consultant, Engineering Enterprises Inc., for compliance with the Subdivision Control Ordinance's Standards for Specification. Comments dated December 4, 2017 were provided to the developer related to the proposed amended Final Plat (see attached). The engineering review has found the submitted plans in general conformance with the City's requirements and standard engineering practices.



Staff Comments/Recommendation:

Based upon the review of the proposed amended Final Plat of Resubdivision for Units 9 and 11 in the Bristol Bay subdivision, staff believes the submitted plans are consistent with the intent of the

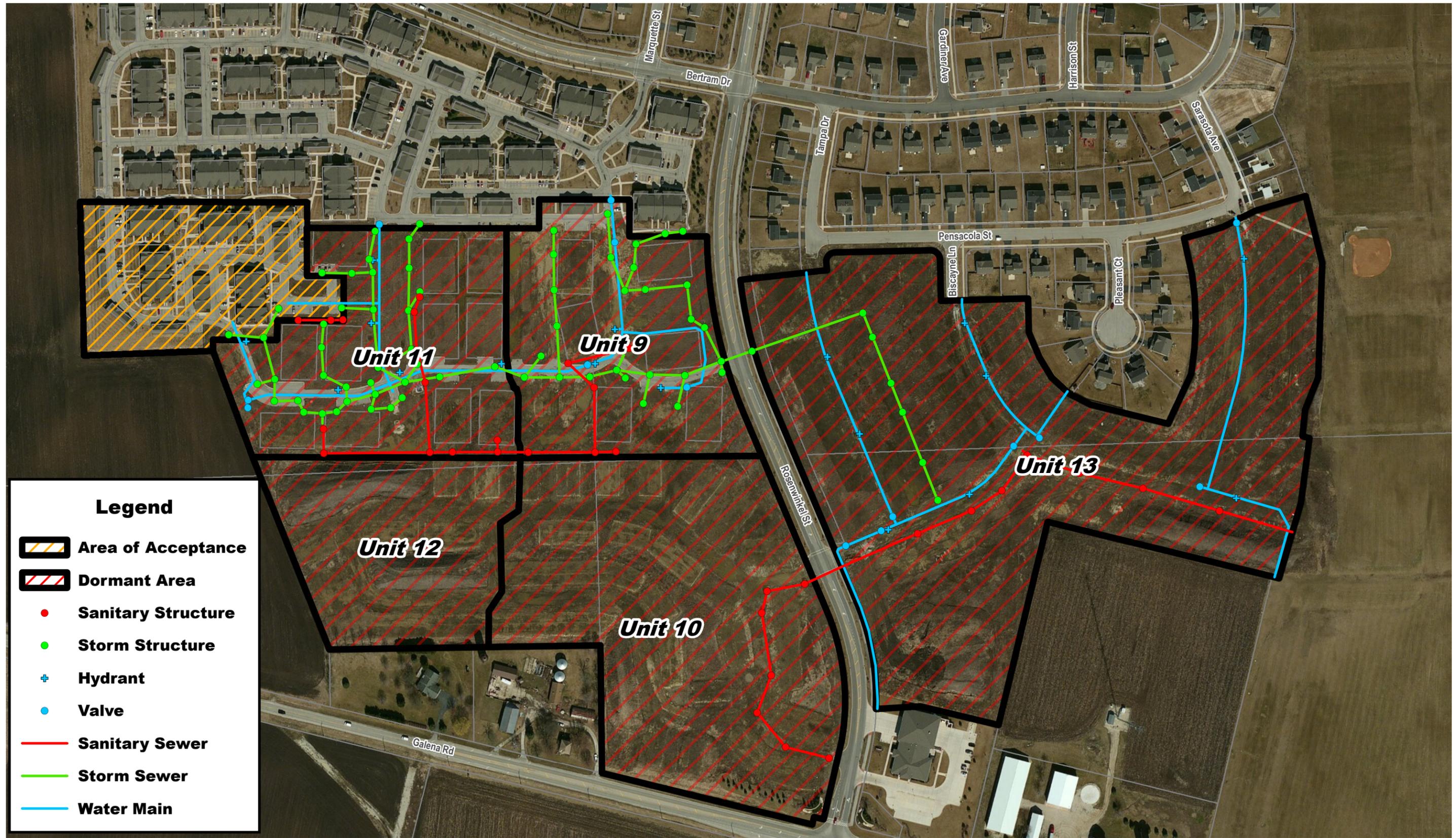
approved development site plan and current subdivision control regulations. Therefore, we recommend approval of the amended Final Plat of Resubdivision as currently presented.

Proposed Motion:

In consideration of the proposed Final Plat of Resubdivision of Bristol Bay Lot 2048 – Unit 9 and Lot 2049 – Unit 11, the Planning and Zoning Commission recommends approval of the plat to the City Council as presented by the Petitioner in a plan prepared by HR Green, dated last revised December 6, 2017, and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

Attachments:

1. Bristol Bay Unit Map prepared by EEI, dated 11-30-17
2. Petitioner Applications for Amended Annexation Agreement & Amended Final Plat w/ attachments
3. Proposed Final Plat of Resubdivision prepared by HR Green dated last revised 12/6/17.
4. EEI Letter to the City dated December 4, 2017 re: Bristol Bay Resubdivision.



Legend

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

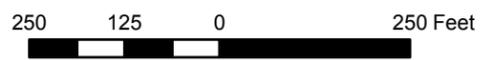
Engineering Enterprises, Inc.
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-6700
 www.eeiweb.com



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





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 amend 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	
<p>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.</p> <p>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.</p>	
 _____ PETITIONER SIGNATURE	October 27, 2017 _____ DATE
OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.	
 _____ OWNER SIGNATURE	October 27, 2017 _____ DATE



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 Website: www.yorkville.il.us

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.	

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	<input type="text"/>
East	<input type="text"/>
South	<input type="text"/>
West	<input type="text"/>

Current Zoning Classification

Kendall County Parcel Number(s) of Property

Refer to Final Plat	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

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".

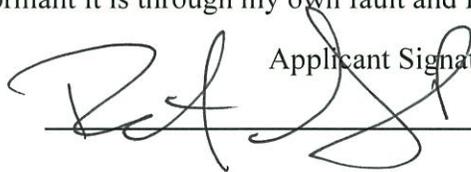
Applicant must attach a true and correct copy of the existing agreement and title it as "Exhibit C".

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.

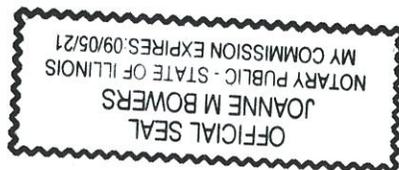

Applicant Signature

Date
11/29/17

Robert Getz
VP Land Acquisition - Centex

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

 - JoAnne M. Bowers





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)



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

Agenda Item Number

Planning and Zoning Commission #2

Tracking Number

PZC 2017-15 and EDC 2018-05

Agenda Item Summary Memo

Title: Cedarhurst Living, LLC – Amended Final Plat of Subdivision

Meeting and Date: City Council - January 9, 2018

Synopsis: Proposed Amended Final Plat of Subdivision for Cedarhurst Living, LLC.

Council Action Previously Taken:

Date of Action: 02-28-17 Action Taken: Approval of Amend. AA & PUD

Item Number: PZC 2017-01

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Krysti J. Barksdale-Noble, AICP Community Development
Name Department

Agenda Item Notes:

See attached memorandum.

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

Ordinance No. 2018-_____

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
APPROVING AN AMENDED FINAL PLAT FOR
THE CEDARHURST OF YORKVILLE PLANNED UNIT DEVELOPMENT**

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 Mayor and City Council approved by Ordinance Number _____ dated _____, AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL, COUNTY, ILLINOIS APPROVING AN AMENDED FINAL PLANNED UNIT DEVELOPMENT PLAT, for the Cedarhurst of Yorkville development; and,

WHEREAS, HR Green, Inc. of behalf of Dover Development, LLC (the “Developer”) has filed an application to amend the final planned unit development plat for the Cedarhurst Of Yorkville P.U.D. to dedicate approximately 0.155 acres of right-of-way (30 feet in width) along a portion of the property’s frontage on Cannonball Trail and granting a 1.351 acre stormwater management easement to the City; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on the 13th day of December, 2017, to consider the request for the approval of the amended final plat; and,

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 10-8-10 of the Zoning Ordinance in the Yorkville City Code and made a recommendation to the Mayor and City Council (“the Corporate Authorities”) for approval of the amended final planned unit development plat.

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 and authorize the execution of the *FINAL PLAT OF CEDARHURST OF YORKVILLE P.U.D. SUBDIVISION* prepared by HR Green, Inc. dated last revised May 23, 2017, attached hereto and made a part hereof by reference as Exhibit A, for the Subject Property, legally described on Exhibit B with Property Index Numbers of 02-29-100-004 and 02-29-100-005.

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 _____, 2018.

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 _____, 2018.

MAYOR

EXHIBIT "A"

FINAL PLAT OF CEDARHURST OF YORKVILLE P.U.D. SUBDIVISION

EXHIBIT "B"

LEGAL DESCRIPTION

A SUBDIVISION OF PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 29 TOWNSHIP 37 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

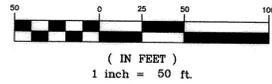
FINAL PLAT OF CEDARHURST OF YORKVILLE P.U.D. SUBDIVISION

A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 29
TOWNSHIP 37 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN
IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

PINS: 02-29-100-004
02-29-100-005

EXHIBIT A

GRAPHIC SCALE

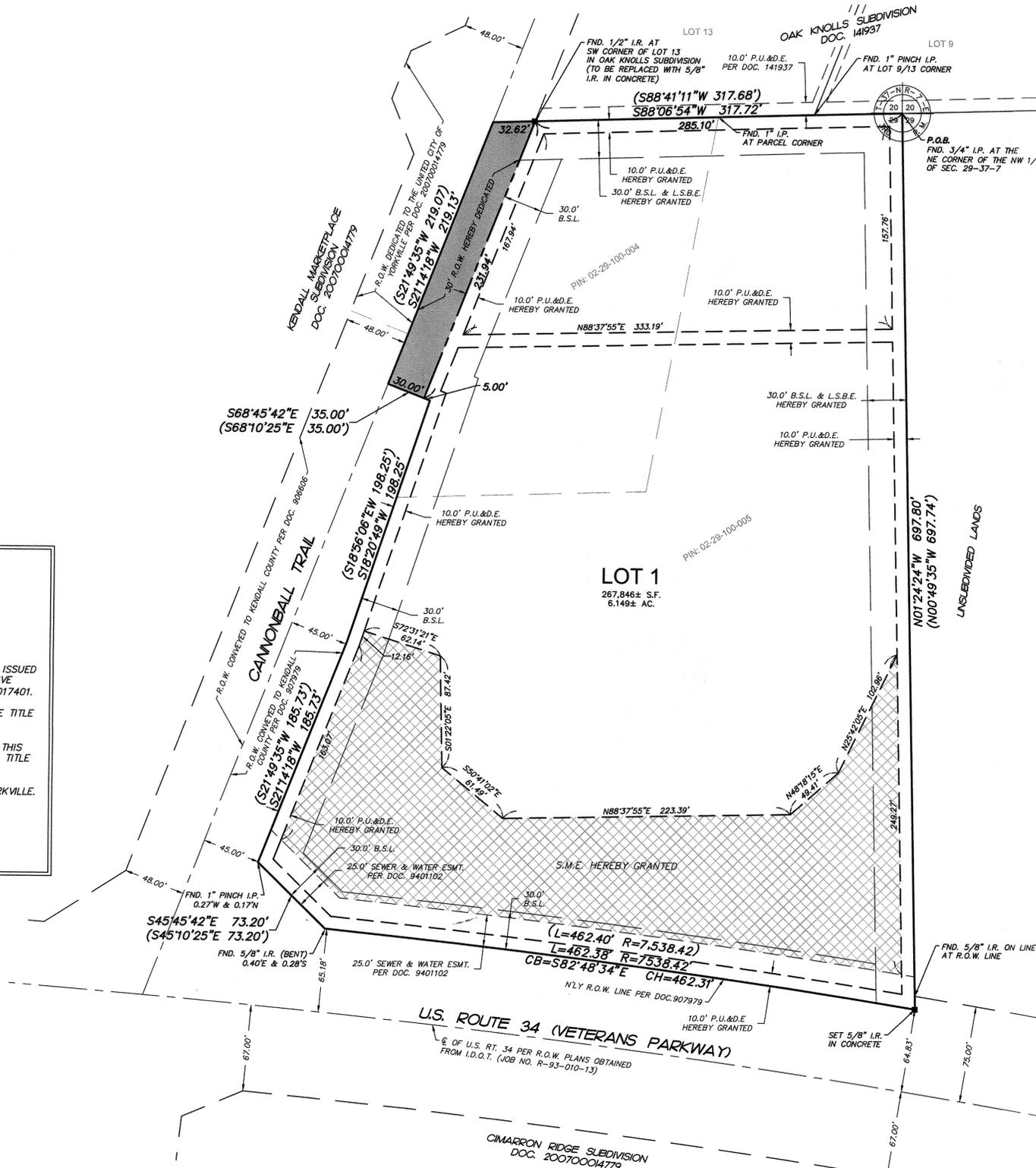


LAND AREAS	
LOT	ACREAGE
LOT 1	6.149± ac.
R.O.W. HEREBY DEDICATED	0.155± ac.
TOTAL GROSS ACRES	6.304± ac.

- NOTES**
- ANNOTATION ABBREVIATIONS -
B.S.L. = BUILDING SETBACK LINE
P.O.B. = POINT OF BEGINNING
R.O.W. = RIGHT-OF-WAY
P.U.&D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
L.S.B.E. = LANDSCAPE BUFFER EASEMENT
S.M.E. = STORMWATER MANAGEMENT EASEMENT
(XXX.XX) = RECORD DIMENSION
 - SURVEY IS BASED IN PART ON COMMITMENT FOR TITLE INSURANCE N7892STL, ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, BEARING AN EFFECTIVE DATE OF 11/02/2016 AND SHERIFF'S DEED, RECORDED AS DOCUMENT 201100017401.
 - RECORD DIMENSIONS SHOWN HEREON ARE AS DESCRIBED IN ABOVE REFERENCE TITLE COMMITMENT AND SHERIFF'S DEED.
 - THE LEGAL DESCRIPTION WHICH APPEARS IN THE SURVEYOR'S CERTIFICATE OF THIS PLAT DESCRIBES THE SAME LAND WHICH IS DESCRIBED IN ABOVE REFERENCED TITLE COMMITMENT AND SHERIFF'S DEED.
 - THIS PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE.
 - 5/8" STEEL RODS SET @ ALL EXTERIOR CORNERS UNLESS OTHERWISE NOTED.
 - DIMENSIONS ALONG CURVES ARE ARC DISTANCES UNLESS OTHERWISE NOTED.
 - PROPERTY ZONING IS B-2 (PUD) IN THE UNITED CITY OF YORKVILLE.

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 is SPC EAST ZONE (NAD83-2011)
 * 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 02/09/17.
 * This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:
DOVER DEVELOPMENT, LLC
 Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

8/16/2017 3:59:35 PM
 J:\2016\160368\Survey\Dwgs\FP-160368.dwg



HR GREEN CONTACTS:
 DAVID W. SCHULTZ P.E., PROJECT MANAGER
 630-753-7580
 BERNARD J. BAUER P.L.S., PROJECT SURVEYOR
 630-753-7560

LEGEND

- CENTERLINE
- BOUNDARY LINE
- - - RIGHT OF WAY LINE
- - - UNDERLYING PARCEL LINE
- - - BUILDING SETBACK LINE
- - - EASEMENT LINE

■ DENOTES AREA HEREBY DEDICATED TO THE UNITED CITY OF YORKVILLE FOR PUBLIC RIGHT-OF-WAY AND UTILITY PURPOSES.

▨ STORMWATER MANAGEMENT EASEMENT HEREBY GRANTED

NO.	DATE	BY	REVISION DESCRIPTION AND NOTES
1	05/04/17	BJB	REVISED LEGAL DESCRIPTION AND NOTES
2	05/23/17	BJB	PER EEL COMMENTS

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 CEDARHURST OF YORKVILLE SUBDIVISION

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

PREPARED BY: BJB
 APPROVED BY: MRF
 JOB DATE: 02/07/2017
 JOB NO.: 160368

PREPARED ON: JUNE 9TH, 2017
 PREPARED BY:

 BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)
 ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3799
 LICENSE EXPIRES: 11/30/18

FINAL PLAT OF CEDARHURST OF YORKVILLE P.U.D. SUBDIVISION

A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 29 TOWNSHIP 37 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

Pin: 02-29-100-004 02-29-100-005

EXHIBIT A

OWNERSHIP CERTIFICATE

STATE OF MO) S.S. COUNTY OF St. Louis) THIS IS TO CERTIFY THAT Cedarhurst of Yorkville P.U.D. is a 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 St. Louis MO THIS 28th DAY OF July, 2017 Cedarhurst of Yorkville P.U.D. LLC CORPORATION NAME

120 S. Central Exp. Hwy. Chgo. MO 60605 COMPLETE ADDRESS

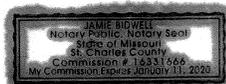
BY Joshua Judges for owner Jordan Dorsey VP. PRINTED NAME

NOTARY CERTIFICATE

STATE OF MO) S.S. COUNTY OF St. Louis) I, Jamie Bidwell, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, HEREBY CERTIFY THAT Joshua Judges and Jordan Dorsey, PERSONALLY KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY OF Cedarhurst of Yorkville P.U.D., 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 28th DAY OF July, 2017

Jamie Bidwell NOTARY PUBLIC



COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS) S.S. COUNTY OF KENDALL) 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 PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS) S.S. COUNTY OF KENDALL) APPROVED AND ACCEPTED BY THE PLAN COMMISSION OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS DAY OF 20

CHAIRMAN

CITY ADMINISTRATOR'S CERTIFICATE

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

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS) S.S. COUNTY OF KENDALL) APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THIS DAY OF 20

MAYOR

CITY ENGINEER'S CERTIFICATE

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

INDOT CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO PARAGRAPH 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS", AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

DISTRICT ENGINEER

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.

EASEMENT PROVISIONS

A NON-EXCLUSIVE EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO COMMONWEALTH EDISON COMPANY, AMERITECH ILLINOIS a.k.a. ILLINOIS BELL TELEPHONE COMPANY, GRANTEE.

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS SIGNALS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (or similar designation) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (or similar designation), THE PROPERTY DESIGNATED OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS" AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS"; AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS, SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. PRIVATE OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (or similar designation) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (or similar designation), WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTEE. AFTER SUCH FACILITIES ARE INSTALLED, THE GRANTEE SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2, AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF THE REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH MAY BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "OPEN AREAS", "OPEN ELEMENTS", "OPEN AREAS", "PARKING" AND "COMMON AREA". THE TERMS "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEE AT COST OF THE GRANTEE/LOT OWNER, UPON WRITTEN REQUEST.

EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE PROVISIONS

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO SBC AMERITECH, NCCOR, COM ED, COMCAST, OTHER PUBLIC UTILITIES, AND HOLDERS OF EXISTING FRANCHISES GRANTED BY THE CITY OF YORKVILLE, ILLINOIS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT" (abbreviated P.U.D.E.) TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND LINES UNDER THE SURFACE OF THE "PUBLIC UTILITY & DRAINAGE EASEMENT", INCLUDING WITHOUT LIMITATION TO TELEPHONE CABLE, GAS MAINS, ELECTRIC LINES, CABLE TELEVISION LINES, AND ALL NECESSARY FACILITIES APPURTENANT THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON.

A NON-EXCLUSIVE EASEMENT IS ALSO HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE, ILLINOIS TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE AND INSPECT FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF WATER, STORM SEWERS, SANITARY SEWERS AND ELECTRICITY, WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT", TOGETHER WITH A RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES.

THE ABOVE NAMED ENTITIES ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THEIR UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO. NO PERMANENT BUILDINGS, STRUCTURES, OR OBSTRUCTIONS SHALL BE CONSTRUCTED IN, UPON, OR OVER ANY AREAS DESIGNATED AS "PUBLIC UTILITY & DRAINAGE EASEMENT", BUT SUCH AREAS MAY BE USED FOR GARDENS, SHRUBS, TREES, LANDSCAPE AND DRIVEWAYS, AND RELATED PURPOSES THAT DO NOT UNREASONABLY INTERFERE WITH THE USES HEREIN DESCRIBED.

THE OCCUPATION AND USE OF THE NON-EXCLUSIVE EASEMENT HEREIN GRANTED AND RESERVED FOR THE ABOVE NAMED ENTITIES BY EACH OF SUCH ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH OR PRECLUDE THE OCCUPATION AND USE THEREOF BY OTHER ENTITIES FOR WHICH SUCH EASEMENTS ARE GRANTED AND RESERVED. THE CROSSING AND RE-CROSSING OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH, DAMAGE, OR DISTURB ANY TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO EXISTING WITHIN THE EASEMENTS BEING CROSSED OR RE-CROSSED. NO USE OR OCCUPATION OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL CAUSE ANY CHANGE IN GRADE OR IMPAIR OR CHANGE THE SURFACE DRAINAGE PATTERNS.

STORMWATER MANAGEMENT EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE AND TO ITS SUCCESSORS AND ASSIGNS, OVER ALL OF THE AREAS MARKED "STORMWATER MANAGEMENT EASEMENT" (abbreviated S.M.E.) ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY TO SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE STORM SEWERS AND THE STORMWATER MANAGEMENT AREAS TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, SANITARY SEWERS, WATER MAINS, ELECTRIC AND COMMUNICATION CABLES, CONNECTIONS, DITCHES, SWALES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY MEN AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT. NO CHANGE TO THE TOPOGRAPHY OR STORMWATER MANAGEMENT STRUCTURES WITHIN THE EASEMENT AREA SHALL BE MADE WITHOUT EXPRESS WRITTEN CONSENT OF THE CITY ENGINEER, BUT SAME MAY BE USED FOR PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

THE OWNER OF THE PROPERTY SHALL REMAIN RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER MANAGEMENT AREAS AND APPURTENANCES. THE UNITED CITY OF YORKVILLE PERFORM ONLY EMERGENCY PROCEDURES AS DEEMED NECESSARY BY THE CITY ENGINEER OF THE UNITED CITY OF YORKVILLE.

LANDSCAPE BUFFER EASEMENT PROVISIONS

THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS OVER ALL AREAS ON THE PLAT MARKED "LANDSCAPE BUFFER EASEMENT" TO INSTALL PLANT, MAINTAIN, INSPECT, REMOVE AND REPLACE TREES, SHRUBS, BUSHES, GRASS, PLANTS, GROUNDCOVERS AND OTHER FORMS OF VEGETATION AND LANDSCAPING FEATURES. NO TEMPORARY OR PERMANENT BUILDINGS, STRUCTURES OR OBSTRUCTIONS SHALL BE PLACED ON OR OVER SAID EASEMENTS NOR SHALL ANY SUCH VEGETATION BE REMOVED (EXCEPT TO REPLACE DEAD OR DISEASED VEGETATION WITH LIKE VEGETATION), WITHOUT THE WRITTEN AUTHORITY OF THE UNITED CITY OF YORKVILLE.

THE OWNER OF THE PROPERTY SHALL BE PERPETUALLY RESPONSIBLE FOR THE PROPER MAINTENANCE OF THE LANDSCAPE BUFFER EASEMENT AREAS AND APPURTENANCES.

RECORDER'S CERTIFICATE

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

KENDALL COUNTY RECORDER

DRAINAGE CERTIFICATE

STATE OF ILLINOIS) S.S. COUNTY OF KENDALL) WE, DAVID SCHULTZ, REGISTERED PROFESSIONAL ENGINEER AND JORDAN DORSEY, OWNER (OR HIS ATTORNEY) SUBMIT THE TOPOGRAPHICAL AND PROFILE STUDIES AND, TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION.

DATED THIS 9th DAY OF JUNE, 2017.

OWNER (OR FULLY AUTHORIZED ATTORNEY) REGISTERED PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) S.S. COUNTY OF KENDALL) 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: THAT PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 06 MINUTES 54 SECONDS WEST ALONG THE SOUTH LINE OF OAK KNOLLS SUBDIVISION, 317.72 FEET TO THE CENTERLINE OF CANNONBALL TRAIL; THENCE SOUTH 21 DEGREES 18 SECONDS WEST ALONG SAID CENTERLINE 219.13 FEET TO THE NORTHERLY LINE OF A TRACT CONVEYED TO KENDALL COUNTY BY DOCUMENT NO. 907978; THENCE SOUTH 68 DEGREES 45 MINUTES 21 SECONDS EAST ALONG SAID NORTH LINE 35.00 FEET TO THE EAST LINE OF CANNONBALL TRAIL; THENCE SOUTH 18 DEGREES 20 MINUTES 49 SECONDS WEST ALONG SAID EAST LINE 188.25 FEET TO AN ANGLE POINT; THENCE SOUTH 21 DEGREES 14 MINUTES 18 SECONDS WEST ALONG SAID EAST LINE 185.73 FEET TO AN ANGLE POINT; THENCE SOUTH 45 DEGREES 45 MINUTES 42 SECONDS EAST ALONG SAID EAST LINE 73.20 FEET TO THE NORTHERLY LINE OF U.S. ROUTE NO. 34; THENCE EASTERLY ALONG SAID NORTHERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7,538.42 FEET, AN ARC DISTANCE OF 482.38 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 01 DEGREES 24 MINUTES 24 SECONDS WEST ALONG SAID EAST LINE 697.80 FEET SAID POINT OF BEGINNING IN 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. 1703030374, BEARING AN EFFECTIVE DATE OF JANUARY 8, 2011. 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 9th DAY OF JUNE, 2017.

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

Table with columns: NO., DATE, BY, REVISION DESCRIPTION AND NOTES. Row 1: 05/04/17, BJB, 1, 05/23/17, BJB, PER EEL COMMENTS.

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 CEDARHURST OF YORKVILLE SUBDIVISION

BAR IS ONE INCH ON OFFICIAL DRAWINGS 1" IF NOT ONE INCH, ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB APPROVED: JOB DATE: 02/07/2017 JOB NO: 160368

SHEET 2 OF 2



Memorandum

To: City Council
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Brad Sanderson, EEI, City Engineer
Date: January 3, 2018
Subject: **PZC 2017-15 Cedarhurst Living – NEC Cannonball Trail & US 34 Amended Final Plat Approval**

Background/Proposed Request

As the Planning and Zoning Commission will recall, the annexation agreement and planned unit development (PUD) amendment for Cedarhurst Living (formerly known as Cannonball Trails), an assisted living and memory care facility, was approved by the City Council in February 2017. The approximately 6.7-acre parcel, located at the northeast corner of US 34 (Veterans Parkway) and Cannonball Trail, consists of a two-story 73-unit building as a PUD with underlining zoning of B-2 Retail Commerce Business District. The developer is requesting final plat of subdivision amendment approval for the site to grant a stormwater management easement to the City for the onsite detention basin and dedication of right-of-way along a portion of Cannonball Trail.

Planning & Zoning Commission Action:

The Planning and Zoning Commission reviewed the request for final plat approval at a meeting held on December 13, 2017 and made the following action on the motion below:

In consideration of the proposed Final Plat of Cedarhurst of Yorkville PUD Subdivision, the Planning and Zoning Commission recommends approval of the plat to the City Council as presented by the Petitioner in a plan prepared by HR Green, dated last revised May 23, 2017, and further subject to {insert any additional conditions of the Planning and Zoning Commission}...

Action:

Harker – aye; Olson – aye; Horaz – aye; Goins – aye; Marcum – aye; Gockman - aye– **6 ayes; 0 no.**

Attachments:

1. Draft Ordinance
2. Staff Memo to Planning and Zoning Commission
1. Copy of Petitioner's Application
2. Final Plat of Cedarhurst of Yorkville PUD Subdivision prepared by HR Green date last revised 05-23-17.
3. EEI Letter to the City dated June 9, 2017 re: Cedarhurst Living – Engineering Plan Review – 3rd Submittal.



Memorandum

To: Planning and Zoning Commission
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Date: November 28, 2017
Subject: **PZC 2017-15 Cedarhurst Living – NEC Cannonball Trail & US 34 Amended Final Plat Approval**

Project Background/Request:

As the Planning and Zoning Commission will recall, the annexation agreement and planned unit development (PUD) amendment for Cedarhurst Living (formerly known as Cannonball Trails), an assisted living and memory care facility, was approved by the City Council in February 2017. The approximately 6.7-acre parcel, located at the northeast corner of US 34 (Veterans Parkway) and Cannonball Trail, consists of a two-story 73-unit building as a PUD with underlining zoning of B-2 Retail Commerce Business District. The developer is requesting final plat of subdivision amendment approval for the site to grant a stormwater management easement to the City for the onsite detention basin and dedication of right-of-way along a portion of Cannonball Trail.

Proposed Amended Final Plat:

As part of the 2017 approval of an amendment to the annexation and planned unit development (PUD) agreement, the City also approved a final PUD plat for the site which illustrated the new building configuration, parking/vehicular circulation and setback requirements. All approvals granted were subject to final engineering approval by the City's engineer which stipulated future right-of-way dedication and an easement across the dry detention area. The developer has completed all site engineering to the satisfaction of the City engineer and construction has begun on the property. The developer is now ready to formally dedicate approximately 0.155 acres of right-of-way (30' wide) along a portion of the property's frontage on Cannonball Trail as well as granting a 1.351-acre stormwater management easement to the City, should the owner or future owner not maintain the detention basin.

The proposed Final Plat of Subdivision has been reviewed by the City's engineering consultant, Engineering Enterprises Inc., for compliance with the Subdivision Control Ordinance's Standards for Specification. Comments dated June 9, 2017 were provided to the developer/petitioner related to the proposed Final Plat (see attached). The engineering review has found the submitted plans in general conformance with the City's requirements and standard engineering practices.

Staff Comments/Recommendation:

Based upon the review of the proposed Final Plat of Cedarhurst of Yorkville PUD Subdivision, staff believes the submitted plans are consistent with the approved development site plan and the current subdivision control regulations. Therefore, we recommend **approval** of the Final Plat of Yorkville PUD Subdivision as currently presented.

Proposed Motion:

*In consideration of the proposed Final Plat of Cedarhurst of Yorkville PUD Subdivision, the Planning and Zoning Commission recommends approval of the plat to the City Council as presented by the Petitioner in a plan prepared by HR Green, dated last revised May 23, 2017, and further subject to ***insert any additional conditions of the Planning and Zoning Commission***...*

Attachments:

1. Copy of Petitioner's Application
2. Final Plat of Cedarhurst of Yorkville PUD Subdivision prepared by HR Green date last revised 05-23-17.
3. EEI Letter to the City dated June 9, 2017 re: Cedarhurst Living – Engineering Plan Review – 3rd Submittal.

Application For Preliminary Plan & Final Plat

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

Property Street Address

Property Existing Zoning

Property Total Acreage

Type of Request:

- Preliminary Plan
 Final Plat
 Amended Preliminary Plan
 Amended Final Plat

Attachments

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

Additional Contact Information

Attorney

Name

Address

City State ZIP

Phone Fax

E-mail

Application For Preliminary Plan & Final Plat

Additional Contact Information

Engineer

Name
Address
City State ZIP
Phone Fax
E-mail

Land Planner/Surveyor

Name
Address
City State ZIP
Phone Fax
E-mail

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

DAVID W. SCHULTZ

11-17-2017

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

STATE Illinois COUNTY Kane

SIGNED BEFORE ME 17th DAY November, 2017

NOTARY PUBLIC

Gail L. Maldonado





June 9, 2017

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

**Re: Cedarhurst Living
Final Engineering Plan Review – 3rd Submittal
United City of Yorkville, Kendall County, Illinois**

Krysti:

We are in receipt of the following items for the above referenced project:

- Engineering Plans (31 sheets) revised dated June 1, 2017 and prepared by HR Green
- Photometric Plan dated April 10, 2017 and prepared by Saint Louis Design Alliance Architects
- Final Plat revised dated May 23, 2017 and prepared by HR Green
- Engineer's Opinion of Probable Construction Cost dated May 18, 2017 and prepared by HR Green
- Supporting Documentation

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. As such, we offer the following comments:

General

1. Prior to the start of construction, the following items need to be addressed:
 - A preconstruction meeting with the City staff needs to be held
 - A construction guarantee equal to **\$136,398** (120% of the public improvements and erosion control costs) needs to be on file with the City
 - YBSD permit needs to be obtained.
 - A revised landscape plan needs to be submitted.
 - All necessary City Building Department permits and sign-offs need to be obtained.
2. Please see the attached fee calculation sheet for the estimated building permit fees.

Storm Water Management and Storm Sewer Design Report

3. The Stormwater Maintenance Plan is acceptable and the Developer should submit a signed copy for City records.

Final Engineering Plans

4. The Final Engineering Plans are in general conformance with City ordinances and standard engineering practices. EEI recommends approval of the engineering plans pending completion of the items noted above.

Final Plat of Subdivision

5. The Final Plat is in general conformance with City ordinances and standard surveying practices. A signed Mylar copy of the Plat should be provided to the City for signature and processing.

If you have any questions or require additional information, please contact our office.

Sincerely,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.
Vice President

TNP/nls

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Jason Engberg, Senior Planner (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratos, Building Department (via email)
Ms. Dee Weinert, Admin Assistant (via email)
Ms. Lisa Pickering, Deputy Clerk (via email)
Mr. Jordan Dorsey, Cedar Hurst
Mr. Dave Schultz, HR Green (via email)
TNP, JAM, EEI (via email)



**SE/SC PLANS - FOR PERMIT (PUBLIC)
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS**

CEDARHURST OF YORKVILLE
UNITED CITY OF YORKVILLE
HR GREEN
JOB NUMBER: 160368
PLAN SET DATE: 05/04/2017
LOCATION: 1690 CANNONBALL TRAIL
REVISED: 5/18/2017

1.00	CONSTRUCTION ACCESS					
1.01	STABILIZED CONSTRUCTION ACCESS	L.SUM	1	\$ 2,500.00	\$	2,500.00
1.00	Sub-Total				\$	2,500.00
2.00	REMOVALS					
2.01	CLEARING AND GRUBBING	SQ YD	1,210	\$ 6.00	\$	7,260.00
2.00	Sub-Total				\$	7,260.00
2.00	EROSION CONTROL					
2.01	PERIMETER EROSION BARRIER	FOOT	1,700	\$ 2.50	\$	4,250.00
2.02	TEMPORARY EROSION CONTROL SEEDING	POUND	615.0	\$ 15.00	\$	9,225.00
2.03	EROSION CONTROL BLANKET - DS150	SQ YD	3,780.0	\$ 2.25	\$	8,505.00
2.04	INLET PROTECTION	EACH	3	\$ 200.00	\$	600.00
2.05	STONE RIPRAP, CLASS A3	SQ YD	36	\$ 50.00	\$	1,800.00
2.06	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2 12"	FOOT	49	\$ 50.00	\$	2,450.00
2.07	MANHOLE, TYPE A, 6" DIAMETER, T1F CL (RESTRICTOR)	EACH	1	\$ 7,500.00	\$	7,500.00
2.08	DUST CONTROL/PAVEMENT CLEANING/EROSION CONTROL MAINT.& MONITORING	L.SUM	1	\$ 2,000.00	\$	2,000.00
2.09	EARTH EXCAVATION (BASIN AND PUBLIC ONLY)	CU.YD.	2,115.00	\$ 9.00	\$	19,035.00
2.10	TOPSOIL EXCAVATION	CU.YD.	4,045.00	\$ 6.00	\$	24,270.00
2.11	TOPSOIL PLACEMENT (4" MIN) - ASSUMES RESPEAD OF SITE	CU.YD.	4,045.00	\$ 6.00	\$	24,270.00
2.00	Sub-Total				\$	103,905.00
TOTAL COST						\$ 113,685.00
PERFORMANCE GUARANTEE BOND (120%)						\$ 136,398.00

Project Assumptions/Notes/Comments:

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CEDARHURST OF YORKVILLE
 UNITED CITY OF YORKVILLE
 HR GREEN
 JOB NUMBER: 160368
 PLAN SET DATE: 05/04/2017
 LOCATION: 1690 CANNONBALL TRAIL

PLANS DATED 05/04/17 - CITY SUBMITTAL
 ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS (ONSITE)

	PAY ITEM	UNITS	QUANTITY	UNIT COST	COST
1.00	EARTHWORK AND EROSION CONTROL				
1.01	STABILIZED CONSTRUCTION ACCESS	L.SUM	1	\$ 2,500.00	\$ 2,500.00
1.02	DUST CONTROL/PAVEMENT CLEANING/EROSION CONTROL MAINT. & MONITORING	L.SUM	1	\$ 2,000.00	\$ 2,000.00
1.03	WASHOUT BASIN	LSUM	1	\$ 800.00	\$ 800.00
1.04	EARTH EXCAVATION	CU.YD.	6,731.00	\$ 9.00	\$ 60,579.00
1.05	TOPSOIL EXCAVATION	CU.YD.	4,045.00	\$ 6.00	\$ 24,270.00
1.06	TOPSOIL PLACEMENT (6" MIN)	CU.YD.	3,315.00	\$ 6.00	\$ 19,890.00
1.07	SEEDING, CLASS 1A	ACRE	4.30	\$ 3,500.00	\$ 15,050.00
1.08	SILT FENCE / EROSION CONTROL W/ MAINTENANCE	FOOT	1,703	\$ 2.50	\$ 4,257.50
1.09	INLET AND PIPE PROTECTION	EACH	20	\$ 200.00	\$ 4,000.00
1.10	STONE RIPRAP, CLASS A3	SQ YD	36	\$ 50.00	\$ 1,800.00
1.11	EROSION CONTROL BLANKET - DS150	SQ YD	3,780	\$ 2.25	\$ 8,505.00
1.00	Sub-Total				\$ 143,661.60

	PAY ITEM	UNITS	QUANTITY	UNIT COST	COST
2.00	PARKING LOT CONSTRUCTION				
	CONCRETE				
2.01	ADA DETECTABLE WARNING	SQ. FT.	167	\$ 25.00	\$ 4,175.00
2.02	AGGREGATE BASE COURSE, TYPE B 2"	SQ. YD.	930	\$ 3.00	\$ 2,790.00
2.03	P.C.C. SIDEWALK 5"	SQ. FT.	8,340	\$ 5.50	\$ 45,870.00
2.04	COMBINATION CONCRETE CURB AND GUTTER, TYPE (B-6,12)	FOOT	1,700	\$ 20.00	\$ 34,000.00
	PAVEMENT				
2.05	PORTLAND CEMENT CONCRETE PAVEMENT 6" (JOINTED)	SQ. YD.	120	\$ 55.00	\$ 6,600.00
2.06	AGGREGATE BASE COURSE MATERIAL (CA-6), 6" TYPE B OR APPROVED EQUAL	SQ. YD.	120	\$ 8.00	\$ 960.00
2.07	AGGREGATE BASE COURSE MATERIAL (CA-6), 8" TYPE B OR APPROVED EQUAL	SQ. YD.	3,180	\$ 10.00	\$ 31,800.00
2.08	AGGREGATE BASE COURSE MATERIAL (CA-6), 12" TYPE B OR APPROVED EQUAL	SQ. YD.	0	\$ -	\$ -
2.09	BITUMINOUS MATERIALS (TACK COAT)	POUND	720	\$ 0.35	\$ 252.00
2.10	BITUMINOUS MATERIALS (PRIME COAT)	POUND	7,160	\$ 0.35	\$ 2,506.00
2.11	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 (2.5")	TON	458	\$ 65.00	\$ 29,770.00
2.12	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 (1.5")	TON	275	\$ 70.00	\$ 19,250.00
	STRIPING				
2.13	PAINT PAVEMENT MARKING - LINE 4"	FOOT	1,710	\$ 0.75	\$ 1,282.50
2.14	PAINT PAVEMENT MARKING - LINE 24"	FOOT	15	\$ 2.50	\$ 37.50
2.15	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	22	\$ 5.00	\$ 110.00
	SIGNAGE				
2.16	SIGN PANEL - TYPE 1	SQ FT	15	\$ 50.00	\$ 750.00
2.17	TELESCOPING STEEL SIGN SUPPORT	FOOT	48	\$ 25.00	\$ 1,200.00
	SITE LIGHTING - COMPLETE WITH WIRING, SLEEVES, FOUNDATION, POLE, LIGHTING UNIT PER OWNER SELECTION				
2.18	LIGHT POLE - SINGLE WITH FOUNDATION, 24" DIAMETER	EACH	23	\$ 2,800.00	\$ 64,400.00
	MISCELLANEOUS				
2.19	BOLLARDS - CONCRETE	EACH	4	\$ 350.00	\$ 1,400.00
2.20	FINE GRADE PARKING LOT	SQ. YD.	3,180	\$ 1.00	\$ 3,180.00
2.00	Sub-Total				\$ 250,345.50

	PAY ITEM	UNIT	QUANTITY	UNIT COST	COST
3.00	STORM SEWER CONSTRUCTION				
3.01	TRENCH BACKFILL	CU. YD.	300	\$ 32.00	\$ 9,600.00
3.02	CLEAN OUT 6"	EACH	2	\$ 300.00	\$ 600.00
3.03	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	3	\$ 1,950.00	\$ 5,850.00
3.04	CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID	EACH	2	\$ 1,950.00	\$ 3,900.00
3.05	CATCH BASINS, TYPE A, 4'-DIAMETER, OPEN LID	EACH	2	\$ 2,500.00	\$ 5,000.00
3.06	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	2	\$ 2,500.00	\$ 5,000.00
3.07	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$ 2,200.00	\$ 6,600.00
3.08	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	3	\$ 2,200.00	\$ 6,600.00
3.09	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 3,500.00	\$ 3,500.00
3.10	6" DRAIN BASIN (ADS OR EQUAL)	EACH	6	\$ 350.00	\$ 2,100.00
3.11	8" DRAIN BASIN (ADS OR EQUAL)	EACH	4	\$ 500.00	\$ 2,000.00
3.12	12" DRAIN BASIN (ADS OR EQUAL)	EACH	7	\$ 600.00	\$ 4,200.00
3.13	24" DRAIN BASIN WITH 12" STANDARD GRATE (ADS OR EQUAL)	EACH	3	\$ 1,000.00	\$ 3,000.00
3.14	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	1	\$ 700.00	\$ 700.00
3.15	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	EACH	1	\$ 950.00	\$ 950.00
3.16	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	EACH	1	\$ 1,000.00	\$ 1,000.00
3.17	PIPE UNDERDRAINS, FABRIC LINED TRENCH 6" WITH CA-7 STONE	FOOT	550	\$ 15.00	\$ 8,250.00
3.18	STORM SEWER 6" PVC	FOOT	216	\$ 15.00	\$ 3,240.00
3.19	STORM SEWER 8" PVC	FOOT	585	\$ 20.00	\$ 11,700.00
3.20	STORM SEWER 10" PVC	FOOT	242	\$ 25.00	\$ 6,050.00
3.21	STORM SEWER 12" PVC	FOOT	179	\$ 30.00	\$ 5,370.00
3.22	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2 12"	FOOT	159	\$ 45.00	\$ 7,155.00
3.23	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2 15"	FOOT	216	\$ 55.00	\$ 11,880.00
3.24	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2 18"	FOOT	464	\$ 65.00	\$ 30,160.00
3.25	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2 24"	FOOT	26	\$ 90.00	\$ 2,340.00
3.26	VIDEO TAPING STORM SEWERS (ASBUILT - RECORD)	FOOT	865	\$ 1.50	\$ 1,297.50
3.00	Sub-Total				\$ 148,042.50

PAY ITEM		UNIT	QUANTITY	UNIT COST	COST
4.00	WATER MAIN CONSTRUCTION				
4.01	TRENCH BACKFILL	CU. YD.	121	\$ 25.00	\$ 3,025.00
4.02	PRESSURE CONNECTION 8" (TAP EXISTING 16" WM)	EACH	1	\$ 5,000.00	\$ 5,000.00
4.03	WATER MAIN, 6" DI	FOOT	32	\$ 45.00	\$ 1,440.00
4.04	WATER MAIN, 8" DI	FOOT	408	\$ 50.00	\$ 20,400.00
4.05	8" VALVE AND 5' DIA VALVE VAULT	EACH	1	\$ 2,500.00	\$ 2,500.00
4.06	6" AUXILIARY VALVE AND VALVE BOX	EACH	1	\$ 1,500.00	\$ 1,500.00
4.07	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	2	\$ 3,000.00	\$ 6,000.00
4.08	HDD WATER MAIN	FOOT	\$ 85.00	\$ 200.00	\$ 17,000.00
4.00	Sub-Total				\$ 56,885.00

PAY ITEM		UNIT	QUANTITY	UNIT COST	COST
5.00	SANITARY SEWER IMPROVEMENTS				
5.01	TRENCH BACKFILL	CU. YD.	73	\$ 32.00	\$ 2,336.00
5.02	8 - INCH SDR 26, PVC, SANITARY SEWER	FOOT	151	\$ 55.00	\$ 8,305.00
5.03	8 - INCH DR 18, PVC, SANITARY SEWER	FOOT	147	\$ 65.00	\$ 9,555.00
5.04	CONNECTION TO EXISTING SANITARY SEWER MANHOLE (EXTERNAL DROP)	EACH	1	\$ 3,500.00	\$ 3,500.00
5.05	SANITARY MONITORING MANHOLE, 4' DIA.	EACH	1	\$ 2,500.00	\$ 2,500.00
5.06	CLEAN OUT 6"	EACH	1	\$ 300.00	\$ 300.00
5.00	Sub-Total				\$ 26,496.00

PAY ITEM		UNIT	QUANTITY	UNIT COST	COST
6.00	MISCELLANEOUS IMPROVEMENTS				
6.01	TRASH ENCLOSURE COMPLETE	L.SUM	1	\$ 5,000.00	\$ 5,000.00
6.00	Sub-Total				\$ 5,000.00

PAY ITEM		UNIT	QUANTITY	UNIT COST	COST
7.00	LANDSCAPING IMPROVEMENTS				
7.01	LANDSCAPING IMPROVEMENTS	L.SUM	1	\$ 115,000.00	\$ 115,000.00
7.00	Sub-Total				\$ 115,000.00

1.00	EARTHWORK AND EROSION CONTROL				\$ 143,651.50
2.00	PARKING LOT CONSTRUCTION				\$ 250,345.50
3.00	STORM SEWER CONSTRUCTION				\$ 148,042.50
4.00	WATER MAIN CONSTRUCTION				\$ 56,885.00
5.00	SANITARY SEWER IMPROVEMENTS				\$ 26,496.00
6.00	MISCELLANEOUS IMPROVEMENTS				\$ 5,000.00
7.00	LANDSCAPING IMPROVEMENTS				\$ 115,000.00
SUBTOTAL COST					\$ 748,400.50
CONTINGENCY (10%) - FINAL					\$ 74,840.05
TOTAL COST (WITH CONTINGENCY)					\$ 819,840.55

Project Assumptions/Notes/Comments:

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