



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 23, 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. PS 2018-03 Ordinance Amending Title 3, Chapter 3 of the Code of Ordinances (Liquor Control - Banquet Halls) – *authorize the Mayor and City Clerk to execute*
2. PS 2017-18 Ordinance Amending Title 3, Chapter 3 of the Yorkville City Code as it Relates to Various Liquor License Fees – *authorize the Mayor and City Clerk to execute*
3. PW 2018-02 Water Department Reports for October, November, and December 2017
4. PW 2018-05 MFT Resolution for 2018 Road to Better Roads Program – *authorize the City Clerk to execute*
5. ADM 2018-02 Monthly Treasurer's Report for November and December 2017
6. ADM 2018-06 Resolution Approving an Intergovernmental Agreement for the Sharing of Services, Staff and Equipment between Oswego, Yorkville, Montgomery and Sugar Grove – *authorize the Mayor and City Clerk to execute*

Minutes for Approval:

Bills for Payment (Informational): \$1,086,023.72

Mayor's Report:

1. CC 2018-04 Riverfront Park Improvements – Change Order No. 1

Public Works Committee Report:

1. PW 2018-06 Letter of Support to IDOT for Funding for Intersection Improvement at Route 47 and Galena Road and for Expansion of the Northern Illinois Route 47 Corridor
2. PW 2018-07 Wyland National Mayors Challenge for Conservation

Economic Development Committee Report:

1. EDC 2018-07 Resolution Authorizing a Service Agreement for Building Plan Review and Inspections with B & F Construction Services, Inc.

Public Safety Committee Report:

1. PS 2017-19 KenCom Intergovernmental Agreements
 - a. Ordinance Approving an Intergovernmental Agreement between the United City of Yorkville and Kendall County Emergency Phone Service and Communications Board (Tyler/New World Security and Operations Fees)
 - b. Ordinance Approving an Intergovernmental Agreement between the United City of Yorkville and Kendall County Emergency Phone Service and Communications Board (Tyler/New World Licensing and Maintenance Fees)
2. PS 2018-04 Ordinance Amending Title 3, Chapter 9 of the Code of Ordinances (Massage Establishments)

Administration Committee Report:

1. ADM 2018-07 Aurora Area Convention and Visitors Bureau (AACVB) Marketing Plan

Park Board:

Planning and Zoning Commission:

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Additional Business:

Executive Session:

Citizen Comments:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: February 21, 2018 – 6:00 p.m. – City Hall Conference Room

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

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
Vice-Chairman:	Alderman Tarulis	School District
Committee:	Alderman Plocher	
Committee:	Alderman Funkhouser	

PUBLIC WORKS: February 20, 2018 – 6:00 p.m. – City Hall Conference Room

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

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, January 23, 2018
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. PS 2018-03 Ordinance Amending Title 3, Chapter 3 of the Code of Ordinances (Liquor Control – Banquet Halls)

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

☐ Removed _____

☐ Notes _____

2. PS 2017-18 Ordinance Amending Title 3, Chapter 3 of the Yorkville City Code as it Relates to Various Liquor License Fees

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

3. PW 2018-02 Water Department Reports for October, November, and December 2017

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

4. PW 2018-05 MFT Resolution for 2018 Road to Better Roads Program
Engineering

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

5. ADM 2018-02 Monthly Treasurer's Report for November and December 2017

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

☐ Removed _____

☐ Notes _____

6. ADM 2018-06 Resolution Approving an Intergovernmental Agreement for the Sharing of Services, Staff and Equipment between Oswego, Yorkville, Montgomery and Sugar Grove

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

☐ Removed _____

☐ Notes _____

BILLS FOR PAYMENT:

1. Bills for Payment (Informational)

☐ Notes _____

MAYOR'S REPORT:

1. CC 2018-04 Riverfront Park Improvements – Change Order No. 1

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

☐ Removed _____

☐ Notes _____

PUBLIC WORKS COMMITTEE REPORT:

1. PW 2018-06 Letter of Support to IDOT for Funding for Intersection Improvement at Route 47 and Galena Road and for Expansion of the Northern Illinois Route 47 Corridor

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

☐ Removed _____

☐ Notes _____

-
2. PW 2018-07 Wyland National Mayors Challenge for Conservation

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

☐ Removed _____

☐ Notes _____

ECONOMIC DEVELOPMENT COMMITTEE REPORT:

1. EDC 2018-07 Resolution Authorizing a Service Agreement for Building Plan Review and Inspections with B & F Construction Services, Inc.

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

☐ Removed _____

☐ Notes _____

PUBLIC SAFETY COMMITTEE REPORT:

1. PS 2017-19 KenCom Intergovernmental Agreements

- a. Ordinance Approving an Intergovernmental Agreement between the United City of Yorkville and Kendall County Emergency Phone Service and Communication Board (Tyler/New World Security and Operations Fees)

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

☐ Removed _____

- b. Ordinance Approving an Intergovernmental Agreement between the United City of Yorkville and Kendall County Emergency Phone Services and Communications Board (Tyler/New World Licensing and Maintenance Fees)

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

☐ Removed _____

☐ Notes _____

2. PS 2018-04 Ordinance Amending Title 3, Chapter 9 of the Code of Ordinances (Massage Establishments)

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

☐ Removed _____

☐ Notes _____

ADMINISTRATION COMMITTEE REPORT:

1. ADM 2018-07 Aurora Area Convention and Visitors Bureau (AACVB) Marketing Plan

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

Agenda Item Number

Consent Agenda #1

Tracking Number

PS 2018-03

Agenda Item Summary Memo

Title: New Liquor License Category – Banquet Halls

Meeting and Date: City Council – January 23, 2018

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: PS – 1/4/18 Action Taken: Moved forward to CC consent agenda.

Item Number: PS 2018-03

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Lisa Pickering
Name

Administration
Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: City Council
From: Lisa Pickering, Deputy Clerk
CC: Bart Olson, City Administrator
Date: January 12, 2018
Subject: Banquet Hall Liquor License Category

Summary

Consideration of an amendment to the liquor code to create a new license category for banquet halls.

Background

Staff has received an inquiry from a business owner who is interested in opening a banquet hall in Yorkville. The city does not currently have a liquor license classification for banquet halls, so staff is proposing to create a new liquor license class.

Staff is proposing to add a banquet hall definition and new license class to the liquor code. The proposed definition would be as follows: Banquet hall: Every building or public place kept, used, maintained, and held out to the public to be a place where banquets, weddings and other single day events and parties are catered to and where no other portion of the premises is used for any other purpose defined herein. The proposed license class would be as follows: BH – Banquet hall. Authorizes the licensee to sell alcoholic liquors for consumption on the premises only, of any banquet hall.

Staff is proposing an annual license fee of \$2,000.00 for banquet halls. Other Yorkville liquor licenses with an annual license fee of \$2,000.00 are the golf course and hotel/motel liquor licenses.

Public Safety Committee Recommendation:

At the January 4th Public Safety meeting, the committee recommended an annual license fee of \$1750.00 for banquet hall licenses. The attached ordinance has been updated to reflect an annual license fee of \$1750.00 per committee direction.

Recommendation

Staff recommends approval of the attached ordinance.

Ordinance No. 2018-__

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, OF THE CODE OF
ORDINANCES OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS**

BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois (the “City”), that the Code of Ordinances of the United City of Yorkville is hereby amended as follows:

Section 1. Title 3, Section 3-3-1 of the Code of Ordinances of the City is hereby amended by adding the following definition for a banquet hall:

E. Banquet hall: Every building or public place kept, used, maintained, and held out to the public to be a place where banquets, weddings and other single day events and parties are catered to and where no other portion of the premises is used for any other purpose defined herein.

Section 2. Title 3, Section 3-3-4, Subsection A (4) of the Code of Ordinances of the City is hereby amended by adding the following new classification for a liquor license:

BH – Banquet hall. Authorizes the licensee to sell alcoholic liquors for consumption on the premises only, of any banquet hall.

Section 3. Title 3, Section 3-3-5, Subsection B of the Code of Ordinances of the City is hereby amended by adding the following to number 4 under said Subsection B:

BH – Banquet hall\$1,750.00

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this ____ day of _____, 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 checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #2

Tracking Number

PS 2017-18

Agenda Item Summary Memo

Title: Liquor License Application and Fee Review

Meeting and Date: City Council – January 23, 2018

Synopsis: Review of Liquor License Fees and Liquor License Application Fee with
surrounding comparable communities.

Council Action Previously Taken:

Date of Action: PS – 01/04/18 Action Taken: Moved forward to CC consent agenda.

Item Number: PS 2017-18

Type of Vote Required: Approval

Council Action Requested: Majority

Submitted by: Erin Willrett
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: City Council
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: January 23, 2018
Subject: Liquor License Application and Fee Review - Recommendation

Summary

Review of Liquor License Fees and Liquor License Application Fee with surrounding comparable communities.

Update

At the January 4, 2018 Public Safety meeting further justification was given for the reasoning behind the staff recommendations to the fees in regards to liquor licenses. Attached are the red-lined changes to the existing Ordinance as well as the clean copy of the Ordinance as proposed.

The Committee discussed the merits behind the initial application fee increase to a total \$350.00 (from the previously approved \$100.00). And also the late fee of an additional \$100.00 if the renewal application is not received between 30 and not less than 7 days prior to the end of the licensing period and a further fee of \$750.00 if the renewal license is not received less than 7 days prior to the end of the licensing period.

Additional language was added to clean up the process in which the liquor control commissioner determines which licenses to renew in the event that the City reduces the number of licenses below the number issued in the prior year and the applicants for the license does not decrease.

Lastly, the fee table was discussed and was determined to increase the following license fees by \$250.00: A1, R1, B, B-1, BG, CA, and M.

Staff recommends the above increases for approval of the attached revision to Title 3 Chapter 3 Liquor Control to the City's Codified Ordinances with the additional language/fees explained above.

Background

In summary, for each liquor license issued, the City spends 4-6 hours of staff time administering the licensing process. This is in exchange for the \$100 first-time or changed application fee and why we recommended the fee to increase from \$100 to \$350. For each year thereafter, the City only charges an application fee if a renewal is turned in late. We recommended that the late fee increase as well.

Outside of the licensing process, the City spends an undetermined and highly varying amount of hours on enforcement issues at each location throughout the year. These police activities can range from proactive (meetings with owners and managers) to reactive (disorderly conduct, noise). For some establishments, the amount of time spent responding to citizen inquiries and complaints can easily tally into dozens of hours. At a low level estimate of \$40 per hour for staff responses (including police), a \$1,500 annual license fee can easily be matched by any single response incident.

Attached you will find a spreadsheet outlining selected liquor license categories with a brief description and current fees associated with those categories. Also attached is a similar spreadsheet outlining the initial application fee and associated fees for the same municipalities. The last comprehensive review of fees was completed in 1996. In reviewing both license category fees as well as liquor license application fees, staff observed that Yorkville was lagging behind in the amount charged for liquor license fees as well as the liquor application fee. In order to stay current within the close geographic area of communities, staff is recommending increases to the license fees and application fee. The license fee is proposed to go into effect May 1, 2018 and the application fee is proposed to take effect if it is approved by City Council.

Recommendation

Staff is recommending the increase of \$250.00 per license fee for Class A1, R1, B, B1, BG, CA and M. Staff is also recommending a \$250.00 increase of the initial liquor license application fee. This proposed increase would equal a total initial application fee of \$350.00. Also, staff is recommending a late fee of \$100.00 if the renewal application is not received between 30 and not less than 7 days prior to the end of the licensing period and a further fee of \$750.00 if the renewal license is not received less than 7 days prior to the end of the licensing period.

Title 3, Chapter 3

3-3-3: APPLICATION FOR LICENSE AND RENEWAL:

The local liquor control commissioner shall grant liquor licenses in accordance with the provisions of the laws of the state of Illinois and provisions of this chapter. Any person desiring a license under this chapter shall make application to the local liquor control commissioner to be filed with the city clerk who shall provide a blank form for that purpose in such form as may be designated by the local liquor control commissioner. The application shall be sworn to by the applicant, if an individual, and by at least two (2) members of any partnership applying for such license. Applications by corporations shall be subscribed and sworn to by the president and attested by the secretary thereof. All nonrenewal applications shall include a nonrefundable license application fee of ~~one hundred dollars (\$100.00)~~ three hundred and fifty dollars (\$350.00) to cover application handling and the costs to conduct background investigations of the applicants. In addition to the application fee, a sum equal in amount to the license fee payable up until the next payment or renewal date shall also be deposited with the city clerk. Should the application be denied, the license fee deposit (not the application fee) shall be refunded to the applicant. All applications shall set forth such facts as may be necessary to show that the applicant is entitled to a license under the laws of the state and this chapter, including a description of the premises to be used by the licensee under the license.

Each licensee shall make application for renewal of his or her license to the liquor control commissioner not less than ~~fifteen (15)~~ thirty (30) days but not less than seven (7) days prior to the end of the licensing period will be assessed an additional fee of one hundred dollars (\$100.00). Any renewal applicant submitting an application for renewal less than seven (7) days prior to the end of the licensing period will be assessed an additional fee of seven hundred and fifty dollars (\$750.00). If a renewal applicant is not timely in his renewal application, there will be an additional one hundred dollar (\$100.00) fee assessed. The annual license fee for the license must accompany the renewal application. If the liquor control commissioner determines that the renewal application contains information that is in any way changed from the original application for license, in which case a new investigation of the license is necessary, a fee of ~~one hundred dollars (\$100.00)~~ three hundred and fifty dollars (\$350.00) shall be charged to the licensee to cover the costs of such investigation, in addition to the yearly license fee.

If, after investigation, it is determined that the applicant is not entitled to a renewal license, the yearly license fee shall be returned. The charge for the investigation is nonrefundable.

A renewal license shall be issued provided the licensee is entitled to receive a license and provided that the premises for which renewal license is sought are suitable for such purposes; provided further that the renewal privilege herein provided for shall not be construed as a vested right which shall in any case prevent the corporate authorities from decreasing the number of licenses to be issued within the city.

In the event that the city shall reduce the number of licenses below that number issued in the prior year and the number of applicants do not decrease such as to be equal to or less than the number of available licenses, the liquor control commissioner, in determining which licenses to renew such that the number of licenses is equal to the number of available licenses, may consider the date of application, may use the available licenses on the basis of date of application, years holding prior licenses, adequate service to areas in city, record of violations or any other reasonable basis.

3-3-5: LICENSE FEES AND TERMS:

A. Each license shall commence on May 1 and shall terminate on April 30 next following the date of issuance.

B. The yearly license structure fee is as follows:

1.	Retail-tavern/bar:			
	A1	-	Beer, wine, liquor and package	\$1,500 <u>\$1,750.00</u>
	A2	-	Beer, wine and liquor	1,200 .00
	A3	-	Beer, wine and liquor (service bar only)	1,000 .00
	A4	-	Beer and wine (service bar only)	800 .00
2.	Restaurant:			
	R1	-	Beer, wine and liquor	1,000 <u>1,250.00</u>
	R2	-	Beer, wine, and liquor (service bar only)	850 .00
	R3	-	Beer and wine (service bar only)	800 .00
	R4	-	Wine and liquor (service bar only)	800 .00
	No charge shall be imposed for the holder of a restaurant license having on site entertainment.			
3.	Package:			
	B	-	Beer, wine, and liquor (carryout only)	1,000

				001,250.00
	B1	-	Beer and wine (carryout only)	800 001,050.00
4.	Other licenses:			
	BG	-	Bar and grill	1,200 001,450.00
	C	-	Club (nonprofit, private, fraternal)	500 .00
	CA	-	Catering	500 00750.00
	G	-	Beer garden/patio service ⁶ (available only to class A, R, or C license holders for an additional amount annually)	250 .00
	GBS	-	Wine/beer/champagne gift basket sales	250 .00
	GC	-	Golf course	2,000 .00
	H	-	Hotel/motel - beer, wine and liquor	2,000 .00
	M	-	Microbrewery/brewpub	1,500 001,750.00
	MD	-	Microdistillery	1,500 .00
	SE	-	Special event (fee optional at mayor's discretion)	50 .00
	SNC	-	Wine or beer at no charge in conjunction with an exhibition, instruction or service for which a fee is charged	10 .00
	T	-	Temporary (fee is per permit)	35 .00

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING TITLE 3, CHAPTER 3 OF THE YORKVILLE CITY CODE AS IT RELATES TO VARIOUS LIQUOR LICENSE 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, pursuant to section 5/4-1 of the Liquor Control Act of 1934, as amended, (235 ILCS 5/1-1 et seq.) the corporate authorities have the power to determine the regulations for the sale and consumption of alcoholic beverages in the City; and in addition pursuant to its powers to protect the public’s health, welfare and safety this Ordinance is hereby adopted.

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

Section 1: Section 3-3-3 of Title 3, Chapter 3 of the Yorkville City Code is hereby amended to read as follows:

“3-3-3: APPLICATION FOR LICENSE AND RENEWAL:

The local liquor control commissioner shall grant liquor licenses in accordance with the provisions of the laws of the state of Illinois and provisions of this chapter. Any person desiring a license under this chapter shall make application to the local liquor control commissioner to be filed with the city clerk who shall provide a blank form for that purpose in such form as may be designated by the local liquor control commissioner. The application shall be sworn to by the applicant, if an individual, and by at least two (2) members of any partnership applying for such license. Applications by corporations shall be subscribed and sworn to by the president and attested by the secretary thereof. All nonrenewal applications shall include a nonrefundable license application fee of three hundred and fifty dollars (\$350.00) to cover application handling and the costs to conduct background investigations of the applicants. In addition to the application fee, a sum equal in amount to the license fee payable up until the next payment or renewal date shall also be deposited with the city clerk. Should the application be denied, the license fee deposit (not the application fee) shall be refunded to the applicant. All applications shall set forth such facts as may be necessary to show that the applicant is entitled to a license under the laws of the state and this chapter, including a description of the premises to be used by the licensee under the license.

Each licensee shall make application for renewal of his or her license to the liquor control commissioner not less than thirty (30) days prior to the end of the licensing period. If a renewal applicant is not timely in his renewal application, additional fees will be assessed. Any renewal applicant submitting an application

for renewal less than thirty (30) days but not less than seven (7) days prior to the end of the licensing period will be assessed an additional fee of one hundred dollars (\$100.00). Any renewal applicant submitting an application for renewal less than seven (7) days prior to the end of the licensing period will be assessed an additional fee of seven hundred and fifty dollars (\$750.00). The annual license fee for the license must accompany the renewal application. If the liquor control commissioner determines that the renewal application contains information that is in any way changed from the original application for license, in which case a new investigation of the license is necessary, a fee of three hundred and fifty dollars (\$350.00) shall be charged to the licensee to cover the costs of such investigation, in addition to the yearly license fee.

If, after investigation, it is determined that the applicant is not entitled to a renewal license, the yearly license fee shall be returned. The charge for the investigation is nonrefundable.

A renewal license shall be issued provided the licensee is entitled to receive a license and provided that the premises for which renewal license is sought are suitable for such purposes; provided further that the renewal privilege herein provided for shall not be construed as a vested right which shall in any case prevent the corporate authorities from decreasing the number of licenses to be issued within the city.

In the event that the city shall reduce the number of licenses below that number issued in the prior year and the number of applicants do not decrease such as to be equal to or less than the number of available licenses, the liquor control commissioner, in determining which licenses to renew such that the number of licenses issued is equal to the number of available licenses, may consider the date of application, years holding prior licenses, adequate service to areas in city, record of violations or any other reasonable basis.”

Section 2: That the annual license fee for each class A1, R1, B, B1, BG, CA, and M liquor licenses as set forth in the table in Section 3-3-5B of Title 3, Chapter 3 of the Yorkville City Code is hereby increased by two hundred and fifty dollars (\$250.00) such that the annual license fee for each of the aforementioned class of liquor license is as follows:

A1 – Beer, wine, liquor and package: \$1,750.00;

R1 – Beer, wine and liquor: \$1,250.00;

B – Beer, wine and liquor (carryout only): \$1,250.00;

B1 – Beer and wine (carryout only): \$1,050.00;

BG – Bar and grill: \$1,450.00;

CA – Catering: \$750.00;

M – Microbrewery/brewpub: \$1,750.00.

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

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

	<u>Common Name:</u> No restrictions bar	<u>Common Name:</u> Restaurant	<u>Common Name:</u> Full retail	<u>Common Name:</u> Beer wine retail	<u>Common Name:</u> Hybrid Bar Grill	<u>Common Name:</u> Catering	<u>Common Name:</u> Brewpub
	<u>Characteristics:</u> Can drink at the bar, can buy packages to take home	<u>Characteristics:</u> Can drink at the bar, but majority of all revenue has to be derived from food service	<u>Characteristics:</u> Can buy beer, wine and spirits to take home	<u>Characteristics:</u> Can buy beer and wine to take home.	<u>Characteristics:</u> Can drink at the bar, but majority of all revenue has to be derived from food service during the day and unlimited during the night	<u>Characteristics:</u> Can sell liquor to the general public for consumption at a private party	<u>Characteristics:</u> Sell beer only on site for drinking onsite or to take home.
	<u>Yorkville Class</u> A1	<u>Yorkville Class</u> R1	<u>Yorkville Class</u> B	<u>Yorkville Class</u> B1	<u>Yorkville Class</u> BG	<u>Yorkville Class</u> CA	<u>Yorkville Class</u> MB
Algonquin	\$2,000.00	\$1,500.00	\$1,200.00	\$700.00	N/A	N/A	\$2,000.00
Batavia	1500 ³	\$1,800.00	\$750.00	\$750.00	N/A	\$200.00	\$1,300.00
Dekalb ¹	\$2,599.00	\$3,431.00	\$2,599.00	N/A	N/A	N/A	N/A
Elburn	\$1,000.00	N/A	\$1,000.00	\$1,000.00	N/A	N/A	N/A
Geneva ²	\$2,000.00	N/A	N/A	N/A	N/A	N/A	\$2,500.00
Gilberts	N/A	\$1,200.00	\$1,200.00	N/A	N/A	N/A	N/A
Lemont	\$2,200.00	\$2,000.00	\$2,000.00	\$1,500.00	N/A	N/A	N/A
Lockport	\$1,750.00	\$1,250.00	\$1,500.00	N/A	N/A	N/A	N/A
Montgomery	\$1,500.00	\$1,000.00	\$1,000.00	\$750.00	N/A	\$1,000.00	N/A
North Aurora	N/A	\$2,650.00	\$1,880.00	\$1,880.00	N/A	N/A	\$3,000.00
Oswego	\$1,800.00	\$1,500.00	\$1,500.00	\$1,200.00	N/A	\$550.00	\$800.00
Plainfield	\$1,900.00	\$1,900.00	\$1,500.00	N/A	\$1,800.00	\$1,200.00	\$1,900.00
Plano	\$1,000.00	\$750.00	\$1,250.00	\$1,250.00	N/A	N/A	N/A
Sugar Grove	\$1,900.00	\$1,450.00	\$1,250.00	N/A	\$1,850.00	\$1,150.00	N/A
Average	\$1,786.27	\$1,702.58	\$1,433.00	\$1,128.75	\$1,825.00	\$820.00	\$1,916.67
Yorkville current	\$1,500.00	\$1,000.00	\$1,000.00	\$800.00	\$1,200.00	\$500.00	\$1,500.00
Recommendation	\$1,700.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,400.00	\$700.00	\$1,700.00

Notes

¹ Dekalb's Renewal Fee was used
² Geneva's Renewal Fee was Used
³ Batavia A1 equivalent represents Tavern license plus package amount



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 #3

Tracking Number

PW 2018-02

Agenda Item Summary Memo

Title: Water Department Reports for October, November, and December 2017

Meeting and Date: City Council – January 23, 2018

Synopsis: Monthly water reports.

Council Action Previously Taken:

Date of Action: PW - 01/16/18 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2018-02

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Tom Konen
Name

Public Works
Department

Agenda Item Notes:



United City of Yorkville

WATER DEPARTMENT REPORT

OCTOBER 2017
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1401	665	204	21,909,000
7	1527	1105	430	7,678,000
8	1384	840	170	19,352,000
9	1368	870	463	000
TOTAL TREATED				45,466,000

CURRENT MONTH'S PUMPAGE IS 9,066,000 GALLONS less THAN LAST MONTH
3,268,000 GALLONS more THAN LAST YEAR
DAILY AVERAGE PUMPED: 1,466,645 GALLONS
DAILY MAXIMUM PUMPED: 1,903,000 GALLONS
DAILY AVERAGE PER CAPITA USE: 81.48 GALLONS

WATER TREATMENT:

CHLORINE: 777 LBS. FED CALCULATED CONCENTRATION: 3.0 MG/L
FLUORIDE: 64 LBS. FED CALCULATED CONCENTRATION: .39 MG/L
POLYPHOSPHATE: 1295 LBS. FED CALCULATED CONCENTRATION: 1.33 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
27 SATISFACTORY 0 UNSATISFACTORY (EXPLAIN)

FLUORIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.75 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 11 NUMBER OF LEAKS OR BREAKS REPAIRED: 0
MXU'S: 12 BATTERIES: 2

NEW CUSTOMERS:

RESIDENTIAL: 19 COMMERCIAL: 0 INDUSTRIAL/GOVERNMENTAL: 0

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

NOVEMBER 2017
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1386	664	384	18,682,000
7	1527	1125	430	7,180,000
8	1384	840	450	15,370,000
9	1368	861	498	4,190,000
TOTAL TREATED				42,122,000

CURRENT MONTH'S PUMPAGE IS 3,344,000 GALLONS less THAN LAST MONTH
985,000 GALLONS more THAN LAST YEAR

DAILY AVERAGE PUMPED: 1,404,066 GALLONS
DAILY MAXIMUM PUMPED: 2,113,000 GALLONS
DAILY AVERAGE PER CAPITA USE: 78.00 GALLONS

WATER TREATMENT:

CHLORINE: 918 LBS. FED CALCULATED CONCENTRATION: 3.0 MG/L
FLUORIDE: 185 LBS. FED CALCULATED CONCENTRATION: .59 MG/L
POLYPHOSPHATE: 1,156 LBS. FED CALCULATED CONCENTRATION: .97 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
27 SATISFACTORY 1 UNSATISFACTORY (EXPLAIN)

FLUORIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.75 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 6 NUMBER OF LEAKS OR BREAKS REPAIRED: 1
MXU'S: 2 BATTERIES REPLACED: 13

NEW CUSTOMERS:

RESIDENTIAL: 14 COMMERCIAL: 0 INDUSTRIAL/GOVERNMENTAL: 0

COMMENTS:

Service break: Heaustis Street at Casa Santiago, Unknown amount lost.



United City of Yorkville

WATER DEPARTMENT REPORT

DECEMBER 2017
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1386	664	384	21,018,000
7	1527	1125	430	7,233,000
8	1384	840	456	8,540,000
9	1368	861	509	8,649,000
TOTAL TREATED				41,987,000

CURRENT MONTH'S PUMPAGE IS 253,000 GALLONS less THAN LAST MONTH
1,410,000 GALLONS more THAN LAST YEAR
DAILY AVERAGE PUMPED: 1,354,419 GALLONS
DAILY MAXIMUM PUMPED: 2,153,000 GALLONS
DAILY AVERAGE PER CAPITA USE: 75.24 GALLONS

WATER TREATMENT:

CHLORINE: 960 LBS. FED CALCULATED CONCENTRATION: 3.0 MG/L
FLUORIDE: 129 LBS. FED CALCULATED CONCENTRATION: .74 MG/L
POLYPHOSPHATE: 1,119 LBS. FED CALCULATED CONCENTRATION: .97 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
27 SATISFACTORY 0 UNSATISFACTORY (EXPLAIN)

FLUORIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.75 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 9 NUMBER OF LEAKS OR BREAKS REPAIRED: 2
MXU'S: 20 BATTERIES REPLACED: 1

NEW CUSTOMERS:

RESIDENTIAL: 22 COMMERCIAL: 0 INDUSTRIAL/GOVERNMENTAL: 0

COMMENTS:

Main breaks: 511 Madison Court: Lost 90,000 gallons. Route 47 and Beaver Street: Lost 360,000 gallons.



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 2018-05

Agenda Item Summary Memo

Title: 2018 Road to Better Roads Program

Meeting and Date: City Council – January 23, 2018

Synopsis: MFT Resolution Consideration

Council Action Previously Taken:

Date of Action: PW - 01/16/18 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2018-05

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: January 5, 2018
Subject: 2018 Roads to Better Roads Program

In accordance with the planned FY19 budget and Roads to Better Roads Program, we are proceeding with design of the 2018 program. The budgeted MFT portion of the Roads to Better Roads Program will be \$460,000.

Since MFT funds are being utilized to fund the project, IDOT requires the passing of a resolution to appropriate the funds. Accordingly, please see the attached Appropriation Resolution in the amount of \$460,000.

Staff is seeking approval of the resolution from the City Council.

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



Resolution for Maintenance
Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	18-00000-00-GM

BE IT RESOLVED, by the Council of the City of
Governing Body Type Local Public Agency Type
Yorkville Illinois that there is hereby appropriated the sum of four hundred sixty
Name of Local Public Agency
thousand and 00/100 Dollars (\$460,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
05/01/18 to 04/30/19
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Yorkville
Local Public Agency Type Name of Local Public Agency
shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Beth Warren City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
of Yorkville in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Yorkville at a meeting held on 01/23/18
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 23rd day of January, 2018
Day Month, Year

(SEAL)

Clerk Signature

--

APPROVED

Regional Engineer
Department of Transportation

Date

--	--

Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation representative shall sign and date here upon approval.

A minimum of four(4) certified signed originals must be submitted to the Regional Engineer's District office.

Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District Compliance Review
District File



Original

4/30/2019

[illegible]

Preliminary Engineering	
Engineering Inspection	
Material Testing	
Advertising	
Bridge Inspections	
Total Estimated Maintenance Engineering Cost	

	Estimated Cost	MFT Portion	Other Funds
Maint Oper	\$460,000.00	\$460,000.00	\$0.00
Maint Eng			
Totals	\$460,000.00	\$460,000.00	\$0.00
Total Estimated Maintenance Cost			\$460,000.00

BLR 14231 (Rev. 05/16/17)

Instructions for BLR 14231

This form shall be used when a Municipality wants to expend funds for a maintenance period. The maintenance estimate must include all operations to be funded with Motor Fuel Tax (MFT) funds. If operations are added during the maintenance period, a revised or supplemental estimate is required. All estimates of maintenance costs must be submitted to the district for approval prior to incurring any expenses. The amount of MFT funds expended on items covered in the estimate is limited to the amount of MFT funds appropriated in the maintenance resolution. IF rental equipment is included in the estimate, BLR 12110 must also be completed and submitted.

For additional information refer to the Bureau of Local Roads and Streets Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Submittal Type From the drop down, choose Original (being submitted for the first time), Revised (revising a previously approved submittal), or Supplemental (addition to estimate(s) already approved).

Local Public Agency Insert the name of the municipality.

County Insert the name of the County in which the municipality is located.

Maintenance Period

Beginning Insert the beginning date of the maintenance period. This must be 12 or 24 consecutive months. The dates must match those on the resolution.

Ending Insert the ending date of the maintenance period, following the above guidelines.

Estimated Cost of Maintenance Operations

To aid in determining quantities for maintenance operations, the LPA may develop their own spreadsheet containing the following information. IDOT does not provide a form for this purpose.

Location			Surface			Maintenance Operation			
Street/Road	From	To	Existing Type	Length	Width	No.	Description	Unit	Quantity

Maintenance Operations List each maintenance operations with a consecutive operation number. If an operation is not listed MFT funds cannot be expended for that operation.

Maint. Engineering Group From the drop down, select the group number that applies to the maintenance operation to be performed. All maintenance operations shall require one of the following group designations.

- 1. Group I.** Services purchased without a proposal such as electrical energy or materials purchased from Central Management Services' Joint Purchasing Program (www.purchase.state.il.us) or another joint purchasing program that has been approved by the District BLRS or Central BLRS.
- 2. Group II-A.** Routine maintenance or maintenance items that do not require competitive sealed bids according to section 12-1.02(a) or local ordinance/resolution.
- 3. Group II-B.** Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance, limited amounts of CC&G repair, scour mitigation, pavement patching and minor drainage repairs.
- 4. Group III.** Maintenance items that are not covered by Group I or IIB and require competitive bidding with a material proposal or a delivery and install proposal.
- 5. Group IV.** Maintenance items that are not covered by Group I or IIB and require competitive bidding with a contract proposal.

Insp Req. From the drop down, select 'Y' if the operation being performed requires an engineering inspection or 'N' if the operation does not need an engineering inspection.

Item For Groups I, IIA, IIB (not performed by a formal contract), and III type operations list each item to be used in this maintenance operation. For Group IIB items being done by a formal contract and Group IV items list "by contract".

Unit For Groups I, IIA, IIB (not performed by a formal contract), and III insert the unit of measure for each listed item.

Quantity For Groups I, IIA, IIB (not performed by a formal contract), and III insert the estimated quantity for each listed item.

Unit Price For Groups I, IIA, IIB (not performed by a formal contract), and III insert the estimated unit price for each listed item.

Item Cost This is a calculated field, no entry is necessary. It calculates the quantity times the unit price.

Est. Total Operation Cost For each operation listed, insert the total estimated cost of that operation.

Total Estimated Maintenance Operation Cost This is a calculated field, no entry is necessary. It sums all the maintenance operations listed.

Estimated Cost of Maintenance Engineering

Preliminary Engineering	Insert the estimated cost for preliminary engineering. This will be calculated based on the maintenance engineering agreement.
Engineering Inspection	Insert the estimated cost of engineering inspection. This will be calculated based on the maintenance engineering agreement.
Material Testing	Insert the estimated cost of material testing, if applicable.
Advertising	Insert the estimated cost of advertising, if applicable.
Bridge Inspections	Insert the estimated cost of bridge inspections, if applicable. This will be calculated based on the engineering agreement.
Total Estimated Maintenance Engineering Costs	This is a calculated field, no entry is necessary. It sums all the maintenance engineering costs listed.

Maintenance Program Estimated Costs

Estimated Costs	For maintenance, insert the total estimated maintenance operation costs. For Maintenance Engineering, this will be automatically inserted based on the estimated engineering costs from the maintenance engineering table. The totals will automatically calculate.
MFT Portion	For each type insert the MFT funds estimated to be used for that type. The totals will automatically calculate.
Other Funds	For each type insert the amount of other funds estimated to be used for that type. The totals will automatically calculate.
Totals	This is a calculate field, no entry is necessary. It sums the total for estimated cost, MFT portion and other funds.
Submitted	The proper municipal official shall insert their title and date here.
Approved	Upon approval the Regional Engineer shall sign and date here.

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following the Regional Engineer's approval, distribution will be as follows:

Municipal Clerk
Engineer (Municipal or Consultant)
District Compliance Review
District File



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

Agenda Item Number

Consent Agenda #5

Tracking Number

ADM 2018-02

Agenda Item Summary Memo

Title: Monthly Treasurer's Report for November and December 2017

Meeting and Date: City Council – January 23, 2018

Synopsis: _____

Council Action Previously Taken:

Date of Action: ADM – 01/17/18 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2018-02

Type of Vote Required: Majority

Council Action Requested: Approval


Submitted by: Rob Fredrickson Finance
Name Department

Agenda Item Notes:



UNITED CITY OF YORKVILLE

TREASURER'S REPORT - for the month ending November 30, 2017



	Cash Basis										
	Beginning Fund Balance	November Revenues	YTD Revenues	Revenue Budget	% of Budget	November Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance	
General Fund											
01 - General	\$ 6,214,089	\$ 835,611	\$ 10,425,168	\$ 15,137,621	69%	\$ 1,410,704	\$ 8,772,414	\$ 15,721,945	56%	\$ 7,866,843	
Special Revenue Funds											
15 - Motor Fuel Tax	792,224	38,030	275,408	494,116	56%	27,560	338,094	756,137	45%	729,537	
79 - Parks and Recreation	445,877	146,418	1,320,988	1,899,933	70%	142,144	1,151,453	1,977,311	58%	615,413	
72 - Land Cash	250,316	5,119	93,684	90,500	104%	99,530	497,450	362,355	137%	(153,450)	
87 - Countryside TIF	(495,753)	2	198,294	225,000	88%	96,564	157,146	163,516	96%	(454,605)	
88 - Downtown TIF	97,556	549	76,186	70,000	109%	8,357	737,234	1,132,742	65%	(563,492)	
11 - Fox Hill SSA	14,742	0	9,366	9,365	100%	1,165	6,978	23,000	30%	17,130	
12 - Sunflower SSA	(15,776)	173	13,480	13,480	100%	1,332	15,180	29,735	51%	(17,476)	
Debt Service Fund											
42 - Debt Service	-	26,644	188,852	320,225	59%	200	23,575	320,225	7%	165,277	
Capital Project Funds											
25 - Vehicle & Equipment	270,408	33,357	256,282	329,845	78%	12,246	257,432	599,925	43%	269,258	
23 - City-Wide Capital	1,355,529	23,480	820,185	2,705,765	30%	653,651	2,833,601	3,669,526	77%	(657,887)	
Enterprise Funds											
* 51 - Water	2,826,145	45,516	2,495,666	4,297,767	58%	465,709	2,157,008	5,158,503	42%	3,164,803	
* 52 - Sewer	1,378,031	107,793	1,576,099	2,604,442	61%	74,579	719,454	3,005,500	24%	2,234,676	
Library Funds											
82 - Library Operations	489,054	11,792	682,812	719,057	95%	52,586	405,657	803,154	51%	766,209	
83 - Library Debt Service	-	8,354	759,449	760,396	100%	-	95,198	760,396	13%	664,251	
84 - Library Capital	19,904	4,351	44,658	35,010	128%	3,767	23,362	35,000	67%	41,200	
Total Funds	\$ 13,642,346	\$ 1,287,189	\$ 19,236,577	\$ 29,712,522	65%	\$ 3,050,095	\$ 18,191,235	\$ 34,518,970	53%	\$ 14,687,688	

* Fund Balance Equivalency


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

Rob Fredrickson, Finance Director/Deputy Treasurer



UNITED CITY OF YORKVILLE

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



	Cash Basis										Projected
	Beginning Fund Balance	December Revenues	YTD Revenues	Revenue Budget	% of Budget	December Expenses	YTD Expenses	Expense Budget	% of Budget	Ending Fund Balance	
General Fund											
01 - General	\$ 6,214,089	\$ 1,122,438	\$ 11,547,606	\$ 15,137,621	76%	\$ 1,153,950	\$ 9,913,472	\$ 15,721,945	63%	\$ 7,848,223	
Special Revenue Funds											
15 - Motor Fuel Tax	792,224	38,806	314,213	494,116	64%	89,564	427,658	756,137	57%	678,780	
79 - Parks and Recreation	445,877	132,279	1,453,267	1,899,933	76%	165,774	1,317,227	1,977,311	67%	581,917	
72 - Land Cash	250,316	9,758	103,442	90,500	114%	11,591	509,042	362,355	140%	(155,283)	
87 - Countryside TIF	(495,753)	-	198,294	225,000	88%	898	158,043	163,516	97%	(455,502)	
88 - Downtown TIF	97,556	-	76,186	70,000	109%	3,273	740,507	1,132,742	65%	(566,765)	
11 - Fox Hill SSA	14,742	-	9,366	9,365	100%	8,292	15,271	23,000	66%	8,837	
12 - Sunflower SSA	(15,776)	-	13,480	13,480	100%	1,316	16,496	29,735	55%	(18,792)	
Debt Service Fund											
42 - Debt Service	-	26,856	215,709	320,225	67%	297,400	320,975	320,225	100%	(105,267)	
Capital Project Funds											
25 - Vehicle & Equipment	270,408	46,193	302,476	329,845	92%	7,916	275,018	599,925	46%	297,865	
23 - City-Wide Capital	1,355,529	278,325	1,098,510	2,705,765	41%	208,095	3,040,136	3,669,526	83%	(586,097)	
Enterprise Funds											
* 51 - Water	2,826,145	695,318	3,190,984	4,297,767	74%	1,168,087	3,325,095	5,158,503	64%	2,692,035	
* 52 - Sewer	1,378,031	356,853	1,932,952	2,604,442	74%	1,598,002	2,317,455	3,005,500	77%	993,527	
Library Funds											
82 - Library Operations	489,054	3,608	686,420	719,057	95%	70,938	476,595	803,154	59%	698,879	
83 - Library Debt Service	-	472	759,920	760,396	100%	665,198	760,395	760,396	100%	(475)	
84 - Library Capital	19,904	11,576	56,234	35,010	161%	7,515	30,877	35,000	88%	45,261	
Total Funds	\$ 13,642,346	\$ 2,722,482	\$ 21,959,059	\$ 29,712,522	74%	\$ 5,457,808	\$ 23,644,261	\$ 34,518,970	68%	\$ 11,957,144	

* Fund Balance Equivalency

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

Rob Fredrickson, Finance Director/Deputy Treasurer



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

Agenda Item Number

Consent Agenda #6

Tracking Number

ADM 2018-06

Agenda Item Summary Memo

Title: IGA for Shared Services, Staff and Equipment

Meeting and Date: City Council – January 23, 2018

Synopsis: Discussion of an IGA for Shared Services, Staff and Equipment between the Village of Oswego, City of Yorkville, Village of Montgomery and Village of Sugar Grove.

Council Action Previously Taken:

Date of Action: ADM – 01/17/18 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2018-06

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: Administration Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: December 20, 2017
Subject: IGA for the Sharing of Services, Staff and Equipment Between the Village of Oswego, City of Yorkville, Village of Montgomery and Village of Sugar Grove

Summary

Approval of an Intergovernmental Agreement with Oswego, Montgomery and Sugar Grove for services, staff and equipment.

Background

This item has been discussed between the municipalities and all feel there are opportunities to share different knowledge, expertise and equipment. The goal of the shared services study has always been to cooperate with one another to provide high quality, cost effective services to the respective residents in each community. The attached proposed IGA is another way of doing that with regard to municipal services.

Process

This IGA will allow the Administrators and/or their representatives to advise each other of services that are needed and each community will independently determine whether they are able to offer assistance for all or a portion of the request. No community shall be obligated to provide assistance. Time assisting another community will be tracked in 15 minute increments and invoiced on a monthly basis to the requesting community.

Potential Examples

One example for sharing of services is an onerous FOIA. While only having 5 business days to complete a FOIA request, sharing of services may be a useful tool that the municipalities can take advantage of. One municipality may share documents and have another community's staff redact personal identifiers, and other information that would be easily identified as information to be redacted. The requesting municipality would have to outline the exact parameters of what is to be redacted. Currently, information sharing does take place between the municipalities when a question arises or a denial takes place.

A few other service sharing ideas is the licensing process (liquor, massage, business, etc...) and other items like typing minutes or other clerical processes. The details need to be worked out in all of these processes and there will be a fair amount of discussion between the communities on each shared service, staff and/or piece(s) of equipment because each item is very distinct to the municipality.

Recommendation

Staff recommends approval of the Shared Services Intergovernmental Agreement with Oswego, Montgomery and Sugar Grove.

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE SHARING OF SERVICES, STAFF AND EQUIPMENT BETWEEN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, THE VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS AND THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

WHEREAS, the United City of Yorkville, Kendall County, Illinois (“City”) and the Village of Oswego, Kendall and Will Counties, Illinois, the Village of Montgomery, Kane and Kendall Counties, Illinois and the Village of Sugar Grove, Kane County, Illinois (the “Villages”) are duly organized and validly existing units of local government created in accordance with the Constitution of the State of Illinois of 1970 and the laws of this State; and,

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and,

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides that any powers, privileges, functions or authority exercised or which may be exercised by a public agency may be exercised, combined, transferred or enjoyed jointly with another public agency; and,

WHEREAS, the communities of Oswego, Yorkville, Montgomery and Sugar Grove experience variations in workload from time to time that may strain an individual community’s resources; and,

WHEREAS, many tasks require the same knowledge, expertise and equipment across communities, and there are opportunities to share different knowledge, expertise and equipment; and,

WHEREAS, the essential goal is that the City and Villages cooperate with one another to provide high quality, cost effective services to their respective residents.

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

Section 1. That the Intergovernmental Agreement for the Sharing of Services, Staff, and equipment Between the Village of Oswego, Kendall and Will Counties, Illinois, the Village of Montgomery, Kane and Kendall Counties, Illinois, the Village of Sugar Grove, Kane County, Illinois and the United City of Yorkville, Kendall County, Illinois, attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the United City of Yorkville.

Section 2. The Mayor, City Clerk, and City Administrator are hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

Section 3. This Resolution 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 _____, 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

INTERGOVERNMENTAL AGREEMENT FOR THE SHARING OF SERVICES, STAFF AND EQUIPMENT BETWEEN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, THE VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS, AND THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT (*the “Agreement”*) by and between the Village of Oswego, Kendall and Will Counties, Illinois (*“Oswego”*) a home rule municipal corporation of the State of Illinois, the United City of Yorkville, Kendall County, Illinois (*“Yorkville”*) a non-home rule municipal corporation of the State of Illinois, the Village of Montgomery, Kane and Kendall Counties, Illinois (*“Montgomery”*), a non-home rule municipal corporation of the State of Illinois, and the Village of Sugar Grove, Kane County, a non-home rule municipal corporation of the State of Illinois, (sometimes collectively referred to as the *“Communities”* or *“Parties”* or individually as *“Community”* or *“Party”*) entered into this ____ day of _____, 2017.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and,

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides that any powers, privileges, functions or authority exercised or which may be exercised by a public agency may be exercised, combined, transferred or enjoyed jointly with another public agency; and,

WHEREAS, the Communities of Oswego, Yorkville, Montgomery and Sugar Grove experience variations in workload from time to time that may strain an individual community's resources; and,

WHEREAS, many tasks require the same knowledge, expertise and equipment across Communities, and there are opportunities to share different knowledge, expertise and equipment; and,

WHEREAS, the essential goal is that the Communities cooperate with one another to provide high quality, cost effective services to their respective residents.

NOW, THEREFORE, in consideration of the mutual promises, obligations and undertakings hereafter set forth, the Communities agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. The Communities hereby designate their respective Village Administrators ("Administrators") to coordinate with one another on an "as needed" basis, with regard to the services required for the effective, efficient operation of municipal services. The Administrators and/or their representatives shall advise each other of the date and time such services are to be provided. The Communities shall independently determine whether they are able to offer assistance for all or a portion of the requested duration. No Community shall be obligated to provide assistance.

Section 3. Except when such assistance is requested under another intergovernmental agreement or shared service program such as ILEAS, IPWMAN or similar, the Communities shall agree to reimburse hourly wages plus employer-paid benefits, inclusive of IMRF and taxes but exclusive of set-rate benefits including health insurance, for time worked assisting another

Community. The Communities shall provide an anticipated hourly rate for employees assisting another municipality in advance of the shared service being initiated.

Section 4. Such shared staffing or service time may include remote assistance through the use of various technologies, so that the employee may remain at his or her place of employment to assist the other Communities. Time assisting another Community shall be tracked in 15 minute increments and invoiced on a monthly basis to the requesting Community.

Section 5. When on-site assistance or equipment is requested, the requesting Community shall provide an anticipated time and duration for such shared service request.

Section 6. Any Workers' Compensation or Liability Claim arising in the course a shared staffing period shall be paid by the Workers' Compensation Policy of the community with whom the employee is employed on a regular basis.

Section 7. Nothing in this Agreement shall be deemed to change or alter the jurisdiction of the Communities in any respect, including, their respective powers and duties.

Section 8. This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the units of government as the Parties hereto.

Section 9. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such

modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 10. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt

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

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

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

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

If to the Village of Montgomery: Village Administrator
Village of Montgomery
200 N. River Street
Montgomery, Illinois 60538

With a copy to: Laura M. Julien
Mickey, Wilson, Weiler, Renzi & Andersson, P.C.
140 S. Municipal Drive
Sugar Grove, Illinois 60542

If to the Village of Sugar Grove: Village Administrator

Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, Illinois 60554

With a copy to:

Laura M. Julien
Mickey, Wilson, Weiler, Renzi & Andersson, P.C.
140 S. Municipal Drive
Sugar Grove, Illinois 60542

Or any such other person, counsel or address as any Party hereto shall specify pursuant to this Section from time to time.

Section 11. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Section 12. This Agreement represents the entire agreement between the Parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the Parties and may not be further modified except in writing acknowledged by each Party.

Section 13. Nothing contained in this Agreement, nor any act of any of the respective Communities pursuant to this Agreement, shall be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Communities. Further, nothing in this Agreement should be interpreted to give any Community control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 14. When performing pursuant to the terms of this Agreement, the Communities intend that any injuries to their respective employees shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of

such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the Communities and their respective employees, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the employee making such a claim.

Section 15. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the respective insurance carrier(s) to the Communities at the addresses set forth herein. Before starting inspections hereunder, the Parties shall obtain the following insurance at a minimum: (a) Worker's Compensation, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence, with a minimum \$1,000,000 aggregate. Certificates of such insurance detailing the coverage therein shall be available to the other party upon execution of this Agreement. No Party waives its immunities or defenses, whether statutory nor common law by reason of the indemnification and insurance provisions contained in this Agreement.

Section 16. This Agreement shall be in full force and effect for a period of three (3) years from the date of the last signature below, and may be renewed upon agreement of the Parties in writing; provided however, any Party may terminate this Agreement by providing

thirty (30) calendar days' advance written notice to the other Parties. In such a case, this Agreement shall remain in full force and effect as to and between the remaining Parties.

Section 17. This Agreement may be amended only with written consent of all Parties hereto.

Section 18. Oswego, Yorkville, Montgomery, and Sugar Grove each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

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

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

By: _____
Mayor

Attest:

City Clerk

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

By: _____
Village President

Attest:

Village Clerk

Village of Montgomery, Kane and Kendall
Counties, Illinois, a municipal corporation

By: _____
Village President

Attest:

Village Clerk

Village of Sugar Grove, Kane County
Illinois, a municipal corporation

By: _____
Village President

Attest:

Village Clerk



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

Agenda Item Number

Bills for Payment

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment (Informational): \$1,086,023.72

Meeting and Date: City Council – January 23, 2018

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None – Informational

Council Action Requested:

Submitted by: _____
Name Department

Agenda Item Notes:

DATE: 01/16/18
TIME: 09:43:14
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 01/16/18

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
526172	DCONST	D. CONSTRUCTION, INC.					
	1700047.4		01/10/18	01	ENGINEER'S PAYMENT ESTIMATE	23-230-60-00-6025	48,674.77
				02	#3 AND FINAL - 2017 MFT STREET	** COMMENT **	
				03	MAINTENANCE PROGRAM	** COMMENT **	
				04	ADDITIONAL WORK	** COMMENT **	
					INVOICE TOTAL:		48,674.77 *
	1700047.4X		01/10/18	01	ENGINEER'S PAYMENT ESTIMATE	23-230-60-00-6025	8,789.58
				02	#3 - 2017 MFT STREET	** COMMENT **	
				03	MAINTENANCE PROGRAM ORIGINAL	** COMMENT **	
				04	CONTRACT	** COMMENT **	
					INVOICE TOTAL:		8,789.58 *
					CHECK TOTAL:		57,464.35
526173	DCONST	D. CONSTRUCTION, INC.					
	1700052.3		01/10/18	01	ENGINEER'S PAYMENT ESTIMATE	23-230-60-00-6084	11,193.60
				02	#3 AND FINAL - COUNTRYSIDE	** COMMENT **	
				03	PARKWAY/CENTER PARKWAY	** COMMENT **	
				04	RESURFACING	** COMMENT **	
					INVOICE TOTAL:		11,193.60 *
					CHECK TOTAL:		11,193.60
					TOTAL AMOUNT PAID:		68,657.95

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: 01/17/18
TIME: 11:35:24
ID: AP211001.W0W

UNITED CITY OF YORKVILLE
PRE-CHECK RUN EDIT

INVOICES DUE ON/BEFORE 01/23/2018

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
526426	AACVB	AURORA AREA CONVENTION					
	11/17-SUNSET	01/10/18	01	NOV 2017 SUNSET HOTEL TAX	01-640-54-00-5481		41.40
					INVOICE TOTAL:		41.40 *
	12/18-ALL	01/10/18	01	DEC 2017 ALL SEASONS HOTEL TAX	01-640-54-00-5481		35.77
					INVOICE TOTAL:		35.77 *
					CHECK TOTAL:		77.17
526427	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC					
	0742974-IN	12/13/17	01	PHOTOCELLS, FUSES, LAMPS	15-155-56-00-5642		195.78
					INVOICE TOTAL:		195.78 *
	0743682-IN	12/15/17	01	HIGH PRESSURE SODIUM LAMP	15-155-56-00-5642		59.40
					INVOICE TOTAL:		59.40 *
	0745105-IN	12/21/17	01	PHOTOCONTROL, PRESSURE SODIUM	15-155-56-00-5642		320.58
			02	LAMP	** COMMENT **		
					INVOICE TOTAL:		320.58 *
	0745217-IN	12/22/17	01	PHOTOCONTROL	15-155-56-00-5642		42.51
					INVOICE TOTAL:		42.51 *
					CHECK TOTAL:		618.27
526428	ARNESON	ARNESON OIL COMPANY					
	206254	12/23/17	01	DEC 2017 DIESEL FUEL	01-410-56-00-5695		677.51
			02	DEC 2017 DIESEL FUEL	51-510-56-00-5695		677.51
					INVOICE TOTAL:		1,355.02 *
	207264	12/31/17	01	DEC 2017 DIESEL FUEL	01-410-56-00-5695		1,117.66
			02	DEC 2017 DIESEL FUEL	51-510-56-00-5695		1,117.66
					INVOICE TOTAL:		2,235.32 *
					CHECK TOTAL:		3,590.34

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

DATE: 01/17/18
TIME: 11:35:24
ID: AP211001.WOW

UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 01/23/2018

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
526429	ATT AT&T						
	6305536805-1217	12/25/17	01	12/25-01/24 SERVICE	51-510-54-00-5440		226.49
					INVOICE TOTAL:		226.49 *
					CHECK TOTAL:		226.49
526430	ATTINTER AT&T						
	7468729305	12/10/17	01	12/10-01/09 ROUTER	01-110-54-00-5440		496.60
					INVOICE TOTAL:		496.60 *
					CHECK TOTAL:		496.60
526431	BCBS BLUE CROSS BLUE SHIELD						
	010818	01/08/18	01	FEB 2018 HEALTH INS	01-110-52-00-5216		9,028.30
			02	FEB 2018 HEALTH INS	01-120-52-00-5216		4,056.62
			03	FEB 2018 HEALTH INS	01-210-52-00-5216		57,198.64
			04	FEB 2018 HEALTH INS	01-220-52-00-5216		5,325.68
			05	FEB 2018 HEALTH INS	01-410-52-00-5216		10,261.20
			06	FEB 2018 HEALTH INS	01-640-52-00-5240		5,975.33
			07	FEB 2018 HEALTH INS	79-790-52-00-5216		12,082.44
			08	FEB 2018 HEALTH INS	79-795-52-00-5216		6,433.61
			09	FEB 2018 HEALTH INS	51-510-52-00-5216		11,129.29
			10	FEB 2018 HEALTH INS	52-520-52-00-5216		4,032.08
			11	FEB 2018 HEALTH INS	82-820-52-00-5216		5,325.68
					INVOICE TOTAL:		130,848.87 *
					CHECK TOTAL:		130,848.87
526432	BENNETTG BENNETT, GARY L.						
	010218	01/02/18	01	01/01-07/01 BRUSH DISPOSAL	01-540-54-00-5443		600.00
					INVOICE TOTAL:		600.00 *
					CHECK TOTAL:		600.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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: 01/17/18
TIME: 11:35:24
ID: AP211001.WOW

UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 01/23/2018

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
526433	BPAMOCO	BP AMOCO OIL COMPANY					
	52129077	12/24/17	01	DEC 2017 GASOLINE	01-210-56-00-5695		546.05
					INVOICE TOTAL:		546.05 *
					CHECK TOTAL:		546.05
526434	BSNSPORT	BSN/PASSON'S/GSC/CONLIN SPORTS					
	901283111	12/21/17	01	YOUTH BASKETBALL T-SHIRTS	79-795-56-00-5606		7,567.99
					INVOICE TOTAL:		7,567.99 *
	901283115	12/21/17	01	INSTANT KOLD PAKS	79-795-56-00-5606		75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		7,642.99
526435	CALLONE	UNITED COMMUNICATION SYSTEMS					
	1010-7980-0000-0118	01/15/18	01	DEC 2017 ADMIN LINES	01-110-54-00-5440		380.95
			02	DEC 2017 CITY HALL NORTEL	01-110-54-00-5440		146.86
			03	DEC 2017 CITY HALL NORTEL	01-210-54-00-5440		146.86
			04	DEC 2017 CITY HALL NORTEL	51-510-54-00-5440		146.86
			05	DEC 2017 POLICE LINES	01-210-54-00-5440		890.42
			06	DEC 2017 CITY HALL FIRE	01-210-54-00-5440		165.08
			07	DEC 2017 CITY HALL FIRE	01-110-54-00-5440		165.08
			08	DEC 2017 PUBLIC WORKS LINES	51-510-54-00-5440		1,290.80
			09	DEC 2017 SEWER LINES	52-520-54-00-5440		452.51
			10	DEC 2017 PARKS LINES	79-790-54-00-5440		52.37
			11	DEC 2017 RECREATION LINES	79-795-54-00-5440		182.58
			12	DEC 2017 TRAFFIC SIGNAL	01-410-54-00-5435		49.88
			13	MAINTENANCE	** COMMENT **		
					INVOICE TOTAL:		4,070.25 *
					CHECK TOTAL:		4,070.25
526436	CAMBRIA	CAMBRIA SALES COMPANY INC.					

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

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526436	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	39375	01/08/18	01	PAPER TOWELS	52-520-56-00-5620		62.34
					INVOICE TOTAL:		62.34 *
					CHECK TOTAL:		62.34
526437	CARSTAR	CARSTAR					
	RO2164	12/01/17	01	2016 CHEVY IMPALA ACCIDENT	01-640-56-00-5625		2,461.04
			02	REPAIRS	** COMMENT **		
			03	DEDUCTIBLE FOR 2016 CHEVY	01-210-54-00-5495		500.00
			04	ACCIDENT REPAIRS	** COMMENT **		
					INVOICE TOTAL:		2,961.04 *
					CHECK TOTAL:		2,961.04
526438	CENSOD	CENTRAL SOD					
	INV131690	12/21/17	01	PALLETS OF SOD	72-720-60-00-6043		444.00
					INVOICE TOTAL:		444.00 *
	INV131857	12/27/17	01	SOD	79-790-56-00-5640		227.00
					INVOICE TOTAL:		227.00 *
					CHECK TOTAL:		671.00
526439	CENTRALL	CENTRAL LIMESTONE COMPANY, INC					
	11845	12/01/17	01	NOV 2017 GRAVEL	72-720-60-00-6043		609.62
					INVOICE TOTAL:		609.62 *
					CHECK TOTAL:		609.62
526440	COMED	COMMONWEALTH EDISON					
	0185079109-1217	12/28/17	01	11/27-12/28 420 FAIRHAVEN	52-520-54-00-5480		170.22
					INVOICE TOTAL:		170.22 *

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

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526440	COMED	COMMONWEALTH EDISON					
	0435113116-1217	01/03/18	01	11/29-01/02 BEECHER & RT34	15-155-54-00-5482		124.21
					INVOICE TOTAL:		124.21 *
	0903040077-1217	12/28/17	01	11/20-12/28 MISC STREET LIGHTS	15-155-54-00-5482		2,762.13
					INVOICE TOTAL:		2,762.13 *
	0908014004-1217	12/29/17	01	11/30-12/29 6780 RT47	51-510-54-00-5480		90.88
					INVOICE TOTAL:		90.88 *
	0966038077-1217	12/27/17	01	11/22-12/27 456 KENNEDY RD	15-155-54-00-5482		129.83
			02	11/22-12/27 456 KENNEDY RD	01-410-54-00-5482		6.00
					INVOICE TOTAL:		135.83 *
	1407125045-1217	01/02/18	01	11/29-01/02 FOXHILL 7 LIFT	52-520-54-00-5480		116.15
					INVOICE TOTAL:		116.15 *
	2019099044-1217	01/05/18	01	11/08-12/11 4600 BRIDGE TANK	51-510-54-00-5480		63.52
					INVOICE TOTAL:		63.52 *
					CHECK TOTAL:		3,462.94
526441	COMED	COMMONWEALTH EDISON					
	2947052031-1217	12/28/17	01	-11/27-12/28 RIVER & RT47	15-155-54-00-5482		459.27
					INVOICE TOTAL:		459.27 *
					CHECK TOTAL:		459.27
526442	COMED	COMMONWEALTH EDISON					
	2961017043-1217	12/27/17	01	11/22-12/27 PRESTWICK LIFT	52-520-54-00-5480		126.67
					INVOICE TOTAL:		126.67 *
	3119142025-1217	12/27/17	01	11/22-12/27 VAN EMMON LOT	01-410-54-00-5482		24.11
					INVOICE TOTAL:		24.11 *

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

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526442	COMED	COMMONWEALTH EDISON					
	4085080033-1217	12/27/17	01	11/22-12/27 1991 CANNONBALL	51-510-54-00-5480		321.52
					INVOICE TOTAL:		321.52 *
	4449087016-1217	01/05/18	01	11/22-12/28 MISC LIFT STATIONS	52-520-54-00-5480		1,467.16
					INVOICE TOTAL:		1,467.16 *
	4475093053-1217	12/28/17	01	11/27-12/28 610 TOWER LANE	51-510-54-00-5480		420.32
					INVOICE TOTAL:		420.32 *
	6819027011-1217	01/04/18	01	11/22-12/28 PR BUILDINGS	79-795-54-00-5480		550.99
					INVOICE TOTAL:		550.99 *
	7110074020-1217	12/27/17	01	11/22-12/27 104 E VAN EMMON	01-110-54-00-5480		459.10
					INVOICE TOTAL:		459.10 *
	7982120022-1217	12/28/17	01	11/27-12/28 609 N BRIDGE	01-110-54-00-5480		38.90
					INVOICE TOTAL:		38.90 *
					CHECK TOTAL:		3,408.77
526443	CONSTELL	CONSTELLATION NEW ENERGY					
	0043013136	12/30/17	01	11/27-12/27 1 COUNTRYSIDE PKWY	01-410-54-00-5482		17.01
			02	11/27-12/27 1 COUNTRYSIDE PKWY	15-155-54-00-5482		166.58
					INVOICE TOTAL:		183.59 *
					CHECK TOTAL:		183.59
526444	CONSTELL	CONSTELLATION NEW ENERGY					
	0043063380	01/04/18	01	09/19-10/17 421 POPLAR	15-155-54-00-5482		4,096.41
					INVOICE TOTAL:		4,096.41 *
					CHECK TOTAL:		4,096.41

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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526445	COREMAIN	CORE & MAIN LP					
	I260922	12/22/17	01	METER AND PARTS	51-510-56-00-5664		2,613.00
					INVOICE TOTAL:		2,613.00 *
	I293817	01/03/18	01	METERS & WIRE	51-510-56-00-5664		6,871.43
					INVOICE TOTAL:		6,871.43 *
	I303209	01/05/18	01	4" METER & FLANGE KIT	51-510-56-00-5664		2,659.24
					INVOICE TOTAL:		2,659.24 *
					CHECK TOTAL:		12,143.67
526446	CROWNPT	CROWN POINTE TECHNOLOGIES INC					
	14499	01/09/18	01	SKILL MANAGER ANNUAL SUPPORT	01-210-56-00-5635		460.00
			02	AND MAINTENANCE	** COMMENT **		
					INVOICE TOTAL:		460.00 *
					CHECK TOTAL:		460.00
526447	DEARNATI	DEARBORN NATIONAL LIFE					
	010918	01/09/18	01	FEB 2018 LIFE INS	01-110-52-00-5222		108.16
			02	FEB 2018 LIFE INS	01-110-52-00-5236		9.28
			03	FEB 2018 LIFE INS	01-120-52-00-5222		27.84
			04	FEB 2018 LIFE INS	01-210-52-00-5222		609.07
			05	FEB 2018 LIFE INS	01-220-52-00-5222		41.48
			06	FEB 2018 LIFE INS	01-410-52-00-5222		135.90
			07	FEB 2018 LIFE INS	79-790-52-00-5222		68.89
			08	FEB 2018 LIFE INS	79-795-52-00-5222		74.35
			09	FEB 2018 LIFE INS	51-510-52-00-5222		79.29
			10	FEB 2018 LIFE INS	52-520-52-00-5222		74.13
			11	FEB 2018 LIFE INS	82-820-52-00-5222		34.66
			12	FEB 2018 VISION INS	01-110-52-00-5224		123.63
			13	FEB 2018 VISION INS	01-120-52-00-5224		58.95

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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526447	DEARNATI	DEARBORN NATIONAL LIFE					
	010918	01/09/18	14	FEB 2018 VISION INS	01-210-52-00-5224		588.78
			15	FEB 2018 VISION INS	01-220-52-00-5224		65.35
			16	FEB 2018 VISION INS	01-410-52-00-5224		88.79
			17	FEB 2018 VISION INS	01-640-52-00-5242		96.19
			18	FEB 2018 VISION INS	79-790-52-00-5224		101.52
			19	FEB 2018 VISION INS	79-795-52-00-5224		69.16
			20	FEB 2018 VISION INS	51-510-52-00-5224		101.48
			21	FEB 2018 VISION INS	52-520-52-00-5224		49.48
			22	FEB 2018 VISION INS	82-820-52-00-5224		58.40
					INVOICE TOTAL:		2,664.78 *
					CHECK TOTAL:		2,664.78
526448	DEKANE	DEKANE EQUIPMENT CORP.					
	IA55159	12/20/17	01	GASKET	01-410-56-00-5640		1.99
					INVOICE TOTAL:		1.99 *
					CHECK TOTAL:		1.99
526449	DOMAIN	DOMAIN LISTINGS					
	282-1848	12/18/17	01	ANNUAL WEBSITE DOMAIN LISTING	01-640-54-00-5450		228.00
			02	ON INTERNET DIRECTORY	** COMMENT **		
					INVOICE TOTAL:		228.00 *
					CHECK TOTAL:		228.00
526450	DOTY	DOTY & SONS CONCRETE PRODUCTS					
	64254	12/08/17	01	ALL CONCRETE BAG TOSS GAME	72-720-60-00-6043		695.00
					INVOICE TOTAL:		695.00 *
					CHECK TOTAL:		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
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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526451	DUTEK	THOMAS & JULIE FLETCHER					
	1003718	12/27/17	01	HOSE ASSEMBLY	01-410-56-00-5628		168.00
					INVOICE TOTAL:		168.00 *
	1003743	12/30/17	01	HOSE ASSEMBLY	01-410-56-00-5628		84.00
					INVOICE TOTAL:		84.00 *
					CHECK TOTAL:		252.00
526452	DYNEGY	DYNEGY ENERGY SERVICES					
	266978917121	12/29/17	01	11/27-12/26 2921 BRISTOL RDGE	51-510-54-00-5480		3,884.66
					INVOICE TOTAL:		3,884.66 *
	266979117121	12/29/17	01	11/22-12/26 2224 TREMONT	51-510-54-00-5480		6,746.77
					INVOICE TOTAL:		6,746.77 *
	266979218011	01/02/18	01	11/27-12/27 610 TOWER WELLS	51-510-54-00-5480		7,690.65
					INVOICE TOTAL:		7,690.65 *
	266979317121	12/20/17	01	11/13-12/13 2702 MILL RD	51-510-54-00-5480		5,544.03
					INVOICE TOTAL:		5,544.03 *
					CHECK TOTAL:		23,866.11
526453	FARREN	FARREN HEATING & COOLING					
	10533	12/15/17	01	COUNCIL CHAMBER SYSTEM CHECK	23-216-54-00-5446		187.50
					INVOICE TOTAL:		187.50 *
	10536	12/15/17	01	TROUBLESHOOT BEECHER SYSTEM	23-216-54-00-5446		312.50
					INVOICE TOTAL:		312.50 *
					CHECK TOTAL:		500.00
526454	FLATSOS	RAQUEL HERRERA					

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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526454	FLATSOS	RAQUEL HERRERA					
	6563	12/15/17	01	4 NEW TIRES FOR SKID LOADER	01-410-54-00-5490		1,060.00
					INVOICE TOTAL:		1,060.00 *
	6597	12/18/17	01	4 NEW TIRES	01-410-54-00-5490		1,100.00
					INVOICE TOTAL:		1,100.00 *
	6598	12/18/17	01	DISMOUNT & MOUNT 4 TIRES	01-410-54-00-5490		100.00
					INVOICE TOTAL:		100.00 *
	6599	12/18/17	01	4 NEW TIRES	01-410-54-00-5490		1,180.00
					INVOICE TOTAL:		1,180.00 *
					CHECK TOTAL:		3,440.00
526455	FLEX	FLEX BENEFIT SERVICE CORP.					
	365725	01/09/18	01	DEC 2017 HRA ADMIN FEES	01-110-52-00-5216		20.00
			02	DEC 2017 HRA ADMIN FEES	01-120-52-00-5216		10.00
			03	DEC 2017 HRA ADMIN FEES	01-210-52-00-5216		105.00
			04	DEC 2017 HRA ADMIN FEES	01-220-52-00-5216		20.00
			05	DEC 2017 HRA ADMIN FEES	01-410-52-00-5216		6.67
			06	DEC 2017 HRA ADMIN FEES	79-790-52-00-5216		22.50
			07	DEC 2017 HRA ADMIN FEES	79-795-52-00-5216		17.50
			08	DEC 2017 HRA ADMIN FEES	51-510-52-00-5216		21.67
			09	DEC 2017 HRA ADMIN FEES	52-520-52-00-5216		6.66
			10	DEC 2017 HRA ADMIN FEES	01-640-52-00-5240		35.00
			11	DEC 2017 HRA ADMIN FEES	82-820-52-00-5216		20.00
			12	DEC 2017 FSA ADMIN FEES	01-110-52-00-5216		8.00
			13	DEC 2017 FSA ADMIN FEES	01-120-52-00-5216		8.00
			14	DEC 2017 FSA ADMIN FEES	01-210-52-00-5216		36.00
			15	DEC 2017 FSA ADMIN FEES	01-220-52-00-5216		4.00
			16	DEC 2017 FSA ADMIN FEES	01-410-52-00-5216		4.00
			17	DEC 2017 FSA ADMIN FEES	51-510-52-00-5216		8.00
			18	DEC 2017 FSA ADMIN FEES	52-520-52-00-5216		4.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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526455	FLEX	FLEX BENEFIT SERVICE CORP.					
	365725	01/09/18	19	DEC 2017 FSA ADMIN FEES	01-640-52-00-5240		4.00
			20	DEC 2017 FSA ADMIN FEES	82-820-52-00-5216		4.00
					INVOICE TOTAL:		365.00 *
					CHECK TOTAL:		365.00
526456	FOXVALSA	FOX VALLEY SANDBLASTING					
	34521	11/22/17	01	SANDBLAST & RECOAT VOLLEYBALL	72-720-60-00-6043		615.00
			02	POSTS & SLIDE BRACKETS	** COMMENT **		
					INVOICE TOTAL:		615.00 *
	34780	12/20/17	01	SANDBLAST STEEL TRUCK WHEELS	01-410-54-00-5490		520.00
					INVOICE TOTAL:		520.00 *
	34781	12/20/17	01	SANDBLAST SALT TRUCK WHEELS	01-410-54-00-5490		230.00
					INVOICE TOTAL:		230.00 *
					CHECK TOTAL:		1,365.00
526457	FULTON	FULTON TECHNOLOGIES					
	5054	12/26/17	01	YK03 SERVICE CALL	25-205-54-00-5495		435.00
					INVOICE TOTAL:		435.00 *
					CHECK TOTAL:		435.00
526458	FVFS	FOX VALLEY FIRE & SAFETY					
	IN00134203	11/30/17	01	SENIOR SERVICES SPRINKLER	23-216-54-00-5446		341.00
			02	INSPECTION	** COMMENT **		
					INVOICE TOTAL:		341.00 *
					CHECK TOTAL:		341.00

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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526459	GALLS	GALL'S INC.					
	009022560	12/28/17	01	JACKET-NELSON	01-210-56-00-5600		45.20
					INVOICE TOTAL:		45.20 *
					CHECK TOTAL:		45.20
526460	GROUND	GROUND EFFECTS INC.					
	377378	12/07/17	01	SOD	79-790-56-00-5640		115.43
					INVOICE TOTAL:		115.43 *
					CHECK TOTAL:		115.43
526461	HARRIS	HARRIS COMPUTER SYSTEMS					
	XT00006285	12/31/17	01	DEC 2017 MYGOVHUB FEES	01-120-54-00-5462		72.80
			02	DEC 2017 MYGOVHUB FEES	51-510-54-00-5462		93.22
			03	DEC 2017 MYGOVHUB FEES	52-520-54-00-5462		47.04
					INVOICE TOTAL:		213.06 *
					CHECK TOTAL:		213.06
526462	HINCKLEY	G.C. NEHRING					
	18757	11/30/17	01	MANHOLE SPACER RINGS	72-720-60-00-6043		121.16
					INVOICE TOTAL:		121.16 *
					CHECK TOTAL:		121.16
526463	ILLCO	ILLCO, INC.					
	1328441	12/11/17	01	CITY HALL FOYER HEATER PARTS	23-216-56-00-5656		71.59
					INVOICE TOTAL:		71.59 *
	1329017	12/21/17	01	CITY HALL FOYER HEATER	23-216-56-00-5656		285.20
					INVOICE TOTAL:		285.20 *

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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526463	ILLCO	ILLCO, INC.					
	1329152	12/26/17	01	THERMOSTAT FOR CITY HALL FOYER	23-216-56-00-5656		43.67
						INVOICE TOTAL:	43.67 *
						CHECK TOTAL:	400.46
526464	INGEMUNS	INGEMUNSON LAW OFFICES LTD					
	5022	12/30/17	01	DEC 2017 ADMIN HEARINGS	01-210-54-00-5467		450.00
						INVOICE TOTAL:	450.00 *
						CHECK TOTAL:	450.00
526465	INNOVATI	INNOVATIVE UNDERGROUND, LLC					
	1078	12/26/17	01	605 MILL SEWER WORK	52-520-60-00-6028		900.00
						INVOICE TOTAL:	900.00 *
						CHECK TOTAL:	900.00
526466	INTELCOM	INTELLIGENT COMPUTING SOLUTION					
	1190	12/24/17	01	BUSINESS ANNUAL MEMBERSHIP	51-510-54-00-5445		708.00
			02	RENEWAL	** COMMENT **		
						INVOICE TOTAL:	708.00 *
						CHECK TOTAL:	708.00
526467	IPRF	ILLINOIS PUBLIC RISK FUND					
	47869	12/18/17	01	FEB 2018 WORKER COMP INS	01-640-52-00-5231		9,726.57
			02	FEB 2018 WORKER COMP INS-PR	01-640-52-00-5231		1,821.66
			03	FEB 2018 WORKER COMP INS	51-510-52-00-5231		1,066.90
			04	FEB 2018 WORKER COMP INS	52-520-52-00-5231		536.43
			05	FEB 2018 WORKER COMP INS	82-820-52-00-5231		915.44
						INVOICE TOTAL:	14,067.00 *
						CHECK TOTAL:	14,067.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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526468	ITRON	ITRON					
	470748	12/12/17	01	JAN 2018 HOSTING SERVICES	51-510-54-00-5462		577.28
					INVOICE TOTAL:		577.28 *
					CHECK TOTAL:		577.28
526469	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE					
	CELL-YORK 17	12/26/17	01	1/8 OF UFED TOUCH ULTIMATE SW	01-210-54-00-5462		425.00
			02	RENEWAL	** COMMENT **		
					INVOICE TOTAL:		425.00 *
	DEC 2017-DEKALB	01/02/18	01	DEKALB CO FTA BOND FEE	01-000-24-00-2412		70.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		70.00 *
	DEC 2017-KENDALL	01/04/18	01	KENDALL CO. FTA BOND FEE	01-000-24-00-2412		70.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		565.00
526470	KENDCROS	KENDALL CROSSING, LLC					
	BD REBATE 11/17	01/11/18	01	NOV 2017 BUSINESS DIST REBATE	01-000-24-00-2487		489.05
					INVOICE TOTAL:		489.05 *
					CHECK TOTAL:		489.05
526471	LAWSON	LAWSON PRODUCTS					
	9305494541	01/04/18	01	CARRIAGE BOLTS	01-410-56-00-5628		75.21
					INVOICE TOTAL:		75.21 *
					CHECK TOTAL:		75.21

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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526472	LBK	LBK, INC					
	2018 HTD-DEP	01/03/18	01	HTD 2018 LIVE BAND KARAOKE	79-000-14-00-1400		1,000.00
			02	DEPOSIT	** COMMENT **		
					INVOICE TOTAL:		1,000.00 *
					CHECK TOTAL:		1,000.00
526473	LOUGHBER	FORT MILLER FAB3 CORP.					
	52062	12/13/17	01	LEAK VAC IMPELLER	01-410-56-00-5628		1,686.08
					INVOICE TOTAL:		1,686.08 *
					CHECK TOTAL:		1,686.08
526474	MCCANN	MCCANN					
	07230275	11/24/17	01	USED TOOTH BUCKET	01-410-54-00-5490		750.00
					INVOICE TOTAL:		750.00 *
					CHECK TOTAL:		750.00
526475	MENLAND	MENARDS - YORKVILLE					
	1476	12/19/17	01	PVC ELBOWS	51-510-56-00-5638		12.36
					INVOICE TOTAL:		12.36 *
	1499	12/19/17	01	GROMMETS, ANCHORS W/SCREWS	51-510-56-00-5620		5.26
					INVOICE TOTAL:		5.26 *
	1573	12/20/17	01	DUCT SEALING COMPOUND	51-510-56-00-5638		2.48
					INVOICE TOTAL:		2.48 *
	1583	12/20/17	01	BRINE SYSTEM PLUMBING PARTS	01-410-56-00-5628		33.79
					INVOICE TOTAL:		33.79 *
	1659	12/21/17	01	BRINE SYSTEM PIPING	01-410-56-00-5620		54.16
					INVOICE TOTAL:		54.16 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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526475	MENLAND	MENARDS - YORKVILLE					
	1668	12/21/17	01	BRINE SYSTEM PARTS	01-410-56-00-5628		42.50
					INVOICE TOTAL:		42.50 *
	1681	12/21/17	01	PVC COUPLING	79-790-56-00-5640		2.35
					INVOICE TOTAL:		2.35 *
	1771	12/22/17	01	GRILL CYLINDER EXCHANGE	01-410-56-00-5620		17.76
					INVOICE TOTAL:		17.76 *
	1775	12/22/17	01	HITCH COVER, 4X4 COVER	79-790-56-00-5640		17.20
					INVOICE TOTAL:		17.20 *
	1776-17	12/22/17	01	GARBAGE BAGS	79-790-56-00-5620		32.31
					INVOICE TOTAL:		32.31 *
	1788	12/22/17	01	BATTERIES	51-510-56-00-5620		17.48
					INVOICE TOTAL:		17.48 *
	2221-17	12/27/17	01	DOGEAR PICKET, BOARDS STUDS	79-790-56-00-5640		182.67
					INVOICE TOTAL:		182.67 *
	2291	12/28/17	01	BRUSH HEAD, PLUNGER, CLOTHS	01-410-56-00-5620		25.94
					INVOICE TOTAL:		25.94 *
	2295-17	12/28/17	01	AIR HOSE, FITTINGS, WINDSHIELD	79-790-56-00-5620		50.63
			02	TREATMENT, COUPLING	** COMMENT **		
					INVOICE TOTAL:		50.63 *
	2338	12/28/17	01	VALVES	51-510-56-00-5638		17.96
					INVOICE TOTAL:		17.96 *
	2426	12/29/17	01	CAM CAP	01-410-56-00-5628		10.99
					INVOICE TOTAL:		10.99 *
	2767	01/02/18	01	FUSES	52-520-56-00-5628		9.95
					INVOICE TOTAL:		9.95 *

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
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526475	MENLAND	MENARDS - YORKVILLE					
	2784	01/02/18	01	CLEANING SUPPLIES	79-795-56-00-5640		4.17
					INVOICE TOTAL:		4.17 *
	2866	01/03/18	01	SMOKE & CO VALUE PACK	79-795-56-00-5640		56.97
					INVOICE TOTAL:		56.97 *
	2867	01/03/18	01	PVC PIPE, COUPLING, UNIONS,	51-510-56-00-5638		18.38
			02	ADAPTERS	** COMMENT **		
					INVOICE TOTAL:		18.38 *
	2873	01/03/18	01	STAPLES, EARPLUGS	01-210-56-00-5620		29.58
					INVOICE TOTAL:		29.58 *
	2948	01/04/18	01	MAILBOX PARTS, HOSE NOZZLE	01-410-56-00-5628		72.45
					INVOICE TOTAL:		72.45 *
	2949	01/04/18	01	TRIGGER, CAR WASHING SUPPLIES	52-520-56-00-5628		29.42
					INVOICE TOTAL:		29.42 *
	3034	01/05/18	01	BRASS PLUG, PIPE SEALANT, BULB	52-520-56-00-5613		37.97
					INVOICE TOTAL:		37.97 *
	3039	01/05/18	01	TORCH, STRIKER, SOLDER KIT,	52-520-56-00-5613		66.40
			02	PIPE, ELBOWS, PUTTY, COUPLING	** COMMENT **		
					INVOICE TOTAL:		66.40 *
	3041	01/05/18	01	BRUSH	52-520-56-00-5620		12.99
					INVOICE TOTAL:		12.99 *
	730	12/12/17	01	SEALANT	79-790-56-00-5640		14.96
					INVOICE TOTAL:		14.96 *
	945-17	12/14/17	01	BRUSH, PAPER TOWEL, CLEANERS,	79-790-56-00-5620		188.11
			02	MARKING PAINT, NAILS,	** COMMENT **		

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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526475	MENLAND	MENARDS - YORKVILLE					
	945-17	12/14/17	03	COMBINATION LOCK, BATTERIES,	** COMMENT **		
			04	SHOP TOWELS	** COMMENT **		
					INVOICE TOTAL:		188.11 *
					CHECK TOTAL:		1,067.19
526476	MESIROW	MESIROW INSURANCE SERVICES INC					
	772824	01/12/18	01	UNITED CITY OF YORKVILLE	01-110-54-00-5462		500.00
			02	\$500,000.00 PUBLIC OFFICIAL	** COMMENT **		
			03	BOND - CITY ADMINISTRATOR	** COMMENT **		
					INVOICE TOTAL:		500.00 *
					CHECK TOTAL:		500.00
526477	MIDWSALT	MIDWEST SALT					
	P438082	12/21/17	01	BULK ROCK SALT	51-510-56-00-5638		2,319.55
					INVOICE TOTAL:		2,319.55 *
	P438106	12/27/17	01	BULK ROCK SALT	51-510-56-00-5638		2,421.90
					INVOICE TOTAL:		2,421.90 *
					CHECK TOTAL:		4,741.45
526478	MONTRK	MONROE TRUCK EQUIPMENT					
	318953	12/28/17	01	AUTO CRANE RELAY	52-520-56-00-5628		71.22
					INVOICE TOTAL:		71.22 *
	319093	12/28/17	01	VALVE CUSHION	01-410-56-00-5640		358.68
					INVOICE TOTAL:		358.68 *
	319169	01/02/18	01	BOSS CUTTING EGDE PLOW & BLADE	01-410-56-00-5628		710.34
					INVOICE TOTAL:		710.34 *
					CHECK TOTAL:		1,140.24

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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526479	MORASPH	MORRIS ASPHALT DIVISION					
	12078	12/13/17	01	HOT PATCH	15-155-56-00-5634		127.80
					INVOICE TOTAL:		127.80 *
					CHECK TOTAL:		127.80
526480	NARVICK	NARVICK BROS. LUMBER CO, INC					
	57037	11/29/17	01	3,000 AE, HOT WATER, FIBERS	72-720-60-00-6043		426.50
					INVOICE TOTAL:		426.50 *
	59686	11/21/17	01	FOUNDATION MIX, HOT WATER	72-720-60-00-6043		287.50
					INVOICE TOTAL:		287.50 *
					CHECK TOTAL:		714.00
526481	NICOR	NICOR GAS					
	00-41-22-8748 4-1217	01/02/17	01	11/30-01/02 1107 PRAIRIE LANE	01-110-54-00-5480		35.20
					INVOICE TOTAL:		35.20 *
	12-43-53-5625 3-1217	01/03/18	01	12/04-01/03 609 N BRIDGE	01-110-54-00-5480		125.60
					INVOICE TOTAL:		125.60 *
	15-41-50-1000 6-1217	01/03/18	01	11/30-01/02 804 GAME FARM RD	01-110-54-00-5480		331.52
					INVOICE TOTAL:		331.52 *
	15-64-61-3532 5-1217	01/02/18	01	11/30-01/02 1991 CANNONBALL TR	01-110-54-00-5480		29.47
					INVOICE TOTAL:		29.47 *
	23-45-91-4862 5-1217	01/03/18	01	12/01-01/03 101 BRUELL STREET	01-110-54-00-5480		89.65
					INVOICE TOTAL:		89.65 *
	40-52-64-8356 1-1217	01/04/18	01	12/04-01/04 102 E VAN EMMON	01-110-54-00-5480		392.34
					INVOICE TOTAL:		392.34 *

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

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INVOICES DUE ON/BEFORE 01/23/2018

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
526481	NICOR	NICOR GAS					
	61-60-41-1000	9-1217	01	12/04-01/03 610 TOWER	01-110-54-00-5480		741.56
					INVOICE TOTAL:		741.56 *
	62-37-86-4779	6-1017	01	10/07-11/06 185 WOLF ST	01-110-54-00-5480		76.88
					INVOICE TOTAL:		76.88 *
	62-37-86-4779	6-1117	01	11/06-12/06 185 WOLF STREET	01-110-54-00-5480		123.40
					INVOICE TOTAL:		123.40 *
	62-37-86-4779	6-1217	01	12/06-01/08 185 WOLF STREET	01-110-54-00-5480		346.77
					INVOICE TOTAL:		346.77 *
	83-80-00-1000	7-1217	01	12/04-01/03 610 TOWER UNIT B	01-110-54-00-5480		260.40
					INVOICE TOTAL:		260.40 *
	91-85-68-4012	8-1217	01	11/30-01/02 902 GAME FARM RD	82-820-54-00-5480		1,589.61
					INVOICE TOTAL:		1,589.61 *
					CHECK TOTAL:		4,142.40
526482	NUTOYS	NUTOYS LEISURE PRODUCTS					
	47141	12/18/17	01	5 BENCHES	72-720-60-00-6043		5,434.00
					INVOICE TOTAL:		5,434.00 *
					CHECK TOTAL:		5,434.00
526483	O'REILLY	O'REILLY AUTO PARTS					
	5613-130954	12/08/17	01	SOLENOID	01-410-56-00-5640		49.64
					INVOICE TOTAL:		49.64 *
	5613-131964	12/20/17	01	CARB & BRAKE CLEANER	01-410-56-00-5620		16.56
					INVOICE TOTAL:		16.56 *

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	

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526483	O'REILLY	O'REILLY AUTO PARTS					
	5613-131984	12/20/17	01	SPARK PLUG	01-410-56-00-5640		2.49
						INVOICE TOTAL:	2.49 *
	5613-132346	12/24/17	01	WIPER BLADE	01-410-56-00-5640		53.94
						INVOICE TOTAL:	53.94 *
	5613-132622	12/28/17	01	ANTIFREEZE	01-410-56-00-5640		15.99
						INVOICE TOTAL:	15.99 *
	5613-132908	12/30/17	01	OIL	01-410-56-00-5640		93.98
						INVOICE TOTAL:	93.98 *
					CHECK TOTAL:		232.60
526484	OHERRONO	RAY O'HERRON COMPANY					
	1801025-IN	01/05/18	01	STREETGEAR-KLINGEL	01-210-56-00-5600		315.21
						INVOICE TOTAL:	315.21 *
					CHECK TOTAL:		315.21
526485	PARADISE	PARADISE CAR WASH					
	223599	01/05/18	01	DEC 2017 CAR WASHES	01-210-54-00-5495		20.00
						INVOICE TOTAL:	20.00 *
					CHECK TOTAL:		20.00
526486	PFPETT	P.F. PETTIBONE & CO.					
	173590	12/20/17	01	DIGITAL PHOTO ID-SOEBBING	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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526487	PLANFILL	PLANO CLEAN FILL					
	568	01/02/18	01	MATERIAL DUMPING	51-510-54-00-5462		135.00
					INVOICE TOTAL:		135.00 *
					CHECK TOTAL:		135.00
526488	RSMITS	R. SMITS & SONS					
	121417	12/14/17	01	2017 LEAF DISPOSAL	01-540-54-00-5443		2,640.00
					INVOICE TOTAL:		2,640.00 *
					CHECK TOTAL:		2,640.00
526489	RUSHTRCK	RUSH TRUCK CENTER					
	3008941396	12/28/17	01	HEAD LIGHT SWITCH	01-410-56-00-5640		237.39
					INVOICE TOTAL:		237.39 *
	3008941458	12/28/17	01	MIRROR BRACKET	01-410-56-00-5640		312.55
					INVOICE TOTAL:		312.55 *
					CHECK TOTAL:		549.94
526490	RUSSPOWE	RUSSO HARDWARE INC.					
	4616238	12/15/17	01	2 CHAINSAWS	01-410-56-00-5630		878.50
					INVOICE TOTAL:		878.50 *
					CHECK TOTAL:		878.50
526491	SOURCONE	SOURCE ONE OFFICE PRODUCTS					
	424322	12/12/17	01	TONER	52-520-56-00-5610		568.56
					INVOICE TOTAL:		568.56 *
					CHECK TOTAL:		568.56

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
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526492	SUBURLAB	SUBURBAN LABORATORIES INC.					
	151432	12/29/17	01	COLIFORM SAMPLES	51-510-54-00-5429		402.00
					INVOICE TOTAL:		402.00 *
					CHECK TOTAL:		402.00
526493	TRAFFIC	TRAFFIC CONTROL CORPORATION					
	102149	10/23/17	01	REPAIR EBERLE DESIGN MMU	01-410-54-00-5435		300.00
					INVOICE TOTAL:		300.00 *
	102706	11/14/17	01	DBL 1000 UPS UNIT FOR CABINET	01-410-54-00-5435		2,495.00
			02	SHOP	** COMMENT **		
					INVOICE TOTAL:		2,495.00 *
					CHECK TOTAL:		2,795.00
526494	TRCONTPR	TRAFFIC CONTROL & PROTECTION					
	91374	12/19/17	01	POPULATION SIGN REPLACEMENT	15-155-56-00-5619		56.75
					INVOICE TOTAL:		56.75 *
					CHECK TOTAL:		56.75
526495	UPS5361	DDEDC #3, INC					
	010418	01/04/18	01	1 PKG TO KFO	01-110-54-00-5452		38.43
					INVOICE TOTAL:		38.43 *
					CHECK TOTAL:		38.43
526496	VITOSH	CHRISTINE M. VITOSH					
	CMV 1899-1904	12/27/17	01	DEC 2017 ADMIN HEARINGS	01-210-54-00-5467		400.00
					INVOICE TOTAL:		400.00 *

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
526496	VITOSH	CHRISTINE M. VITOSH					
	CMV 1901	12/29/17	01	BRISTOL BAY PUBLIC HEARING	90-113-00-00-0011		162.92
					INVOICE TOTAL:		162.92 *
					CHECK TOTAL:		562.92
526497	WAREHOUS	WAREHOUSE DIRECT					
	3744377-0	01/02/18	01	CORRECTION TAPE	01-210-56-00-5610		41.13
					INVOICE TOTAL:		41.13 *
					CHECK TOTAL:		41.13
526498	WATERSER	WATER SERVICES CO.					
	27310	12/13/17	01	BENCH TESTED WATER METER	51-510-54-00-5462		30.00
					INVOICE TOTAL:		30.00 *
					CHECK TOTAL:		30.00
526499	WELDSTAR	WELDSTAR					
	01630104	12/24/17	01	CYLINDER RENTAL	01-410-54-00-5485		7.50
					INVOICE TOTAL:		7.50 *
					CHECK TOTAL:		7.50
526500	WINDCREK	WINDING CREEK NURSERY, INC					
	203305	11/06/17	01	18 ASSORTED MAPLE TREES	72-720-60-00-6043		1,080.00
					INVOICE TOTAL:		1,080.00 *
	203610	11/01/17	01	FIR TREE	79-790-56-00-5620		184.00
					INVOICE TOTAL:		184.00 *
	203624	11/02/17	01	45 ASSORTED TREES	72-720-60-00-6045		2,700.00
					INVOICE TOTAL:		2,700.00 *
					CHECK TOTAL:		3,964.00

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

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INVOICES DUE ON/BEFORE 01/23/2018

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D000744	YBSD	YORKVILLE BRISTOL					
	0118SF	01/10/18	01	DEC 2017 SANITARY FEES	95-000-24-00-2450		311,785.39
					INVOICE TOTAL:		311,785.39 *
	868512	01/01/18	01	DEC 2017 BIOSOLIDS LANDFILL	51-510-54-00-5445		9,368.76
			02	EXPENSE REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		9,368.76 *
					DIRECT DEPOSIT TOTAL:		321,154.15
526501	YORKACE	YORKVILLE ACE & RADIO SHACK					
	164711	12/15/17	01	CHAINS, SPRING SNAP	01-410-56-00-5640		21.90
					INVOICE TOTAL:		21.90 *
	164713	12/15/17	01	HOOK SCREW EYE	01-410-56-00-5620		4.98
					INVOICE TOTAL:		4.98 *
	164740	12/19/17	01	TUBE	01-410-56-00-5620		0.58
					INVOICE TOTAL:		0.58 *
	164842	01/02/18	01	RUG DOCTOR RENTAL	79-795-54-00-5485		29.99
			02	CARPET CLEANER, KEYS	79-795-56-00-5640		27.57
					INVOICE TOTAL:		57.56 *
					CHECK TOTAL:		85.02
526502	YORKSELF	YORKVILLE SELF STORAGE, INC					
	122217-45	12/22/17	01	DEC 2017 STORAGE RENTAL	01-210-54-00-5485		80.00
					INVOICE TOTAL:		80.00 *
					CHECK TOTAL:		80.00
526503	YOUNGM	MARLYS J. YOUNG					

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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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
526503	YOUNGM	MARLYS J. YOUNG					
	121217	12/28/17	01	12/12/17 ANNUAL JOINT REVIEW	87-870-54-00-5462		42.25
			02	BOARD MEETING MINUTES	** COMMENT **		
					INVOICE TOTAL:		42.25 *
	121217-2	12/29/17	01	12/12/17 DOWNTOWN	88-880-54-00-5462		51.25
			02	REDEVELOPMENT PROJECT AREA 2	** COMMENT **		
			03	MEETING MINUTES	** COMMENT **		
					INVOICE TOTAL:		51.25 *
	121317	12/27/17	01	BRISTOL BAY PLAT OF	90-113-00-00-0011		14.87
			02	RESUBDIVISION	** COMMENT **		
			03	12/13/17 MEETING MINUTES	01-110-54-00-5462		12.76
			04	CEDARHURST FINAL PLAT	90-101-00-00-0011		14.87
					INVOICE TOTAL:		42.50 *
	121917	12/31/17	01	12/19/17 PW MEETING MINUTES	01-110-54-00-5462		45.75
					INVOICE TOTAL:		45.75 *
					CHECK TOTAL:		181.75
					TOTAL CHECKS PAID:		265,020.88
					TOTAL DEPOSITS PAID:		321,154.15
					TOTAL AMOUNT PAID:		586,175.03

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CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
526170	RAGIWAVE	RAGING WAVES					
	2017-REBATE		01/04/18	01	2017 ADMISSIONS TAX REBATE	01-640-54-00-5494	130,766.45
						INVOICE TOTAL:	130,766.45 *
						CHECK TOTAL:	130,766.45
						TOTAL AMOUNT PAID:	130,766.45

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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11-111 FOX HILL SSA	25-225 PARKS & RECREATION CAPITAL	82-820 LIBRARY OPERATIONS	

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CHECK REGISTER

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CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
526171	R0001995	MEGAN & W SHANE CONNELL					
	2017585-BUILD		01/10/18	01	1321 SPRING BUILD PROGRAM	51-000-24-00-2445	6,000.00
				02	1321 SPRING BUILD PROGRAM	52-000-24-00-2445	4,000.00
					INVOICE TOTAL:		10,000.00 *
					CHECK TOTAL:		10,000.00
					TOTAL AMOUNT PAID:		10,000.00

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

CHECK #	VENDOR #	INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131111	KCR				KENDALL COUNTY RECORDER'S	01/12/18		
	2717		01/12/18	01	RELEASE 1 UTILITY LIEN		51-510-54-00-5448	49.00
				02	FILE 4 NEW UTILITY LIENS		51-510-54-00-5448	196.00
				03	FILE 2 NEW MOWING LIENS		25-215-54-00-5448	98.00
							INVOICE TOTAL:	343.00 *
							CHECK TOTAL:	343.00
							TOTAL AMOUNT PAID:	343.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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UNITED CITY OF YORKVILLE PAYROLL SUMMARY January 12, 2018

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	\$ 18,594.04	\$ -	18,594.04	\$ 1,961.68	\$ 1,349.18	\$ 21,904.90
FINANCE	9,350.86	-	9,350.86	1,002.34	704.87	\$ 11,058.07
POLICE	117,130.76	12,541.08	129,671.84	571.48	9,659.57	\$ 139,902.89
COMMUNITY DEV.	15,525.08	-	15,525.08	1,608.36	1,156.99	\$ 18,290.43
STREETS	13,370.44	7,376.69	20,747.13	2,156.80	1,533.98	\$ 24,437.91
WATER	14,236.02	117.62	14,353.64	1,514.27	1,051.05	\$ 16,918.96
SEWER	8,171.34	-	8,171.34	877.90	619.16	\$ 9,668.40
PARKS	16,608.28	-	16,608.28	1,752.18	1,229.08	\$ 19,589.54
RECREATION	11,389.41	-	11,389.41	1,183.55	848.00	\$ 13,420.96
LIBRARY	13,055.03	-	13,055.03	861.14	973.06	\$ 14,889.23
TOTALS	\$ 237,431.26	\$ 20,035.39	\$ 257,466.65	\$ 13,489.70	\$ 19,124.94	\$ 290,081.29
TOTAL PAYROLL						\$ 290,081.29



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, January 23, 2018

ACCOUNTS PAYABLE

DATE

Manual Check Register (<i>Page 1</i>)	01/16/2018	68,657.95
City Check Register (<i>Pages 2 - 27</i>)	01/23/2018	586,175.03
SUB-TOTAL:		\$654,832.98

OTHER PAYABLES

Manual Check #526170 - Raging Waves Rebate(<i>Page 28</i>)	01/04/2018	130,766.45
Manual Check #526171 - Connell BUILD Check (<i>Page 29</i>)	01/12/2018	10,000.00
Clerk's Check #131111- Kendall County Recorder (<i>Page 30</i>)	01/12/2018	343.00
SUB-TOTAL:		\$141,109.45

PAYROLL

Bi - Weekly (<i>Page 31</i>)	01/12/2018	290,081.29
SUB-TOTAL:		\$290,081.29

TOTAL DISBURSEMENTS:	\$1,086,023.72
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Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2018-04

Agenda Item Summary Memo

Title: Riverfront Park Improvements – Change Order No. 1

Meeting and Date: City Council – January 23, 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: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Tim Evans, Director of Parks and Recreation
Erin Willrett, Assistant City Administrator
Lisa Pickering, Deputy City Clerk

Date: January 16, 2018
Subject: Riverfront Park 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 S&K Excavating and Trucking, Inc. entered into an agreement for a contract value of **\$175,000.00** for the above referenced project. The intent of this project was to build an ADA fishing pier and canoe launch.

Questions Presented:

Should the City approve Change Order No. 1 which would **decrease** the contract amount by \$11,626.50.

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 \$11,626.50.

CHANGE ORDER

Order No. 1

Date: January 16, 2018

Agreement Date: August 8, 2017

NAME OF PROJECT: Riverfront Park Improvements

OWNER: United City of Yorkville

CONTRACTOR: S&K Excavating and Trucking, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

- 1) See Attached

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$175,000.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$ 175,000.00

The CONTRACT PRICE due to this CHANGE ORDER will be ~~(increased)~~ (decreased) by: \$11,626.50

The new CONTRACT PRICE including this CHANGE ORDER will be: \$ 163,373.50

Change to CONTRACT TIME:

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

The date for completion of all work will be _____

Justification

1-14) Changes per as-built quantities measured in the field.

Approvals Required

Requested by: _____ S&K Excavating and Trucking, Inc.

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ United City of Yorkville

**BALANCE CHANGE ORDER NO. 1
RIVERFRONT PARK IMPROVEMENTS
UNITED CITY OF YORKVILLE**

ITEM NO.	ITEMS	UNIT	CONTRACT QUANTITY	UNIT PRICE	ADDITIONS		DEDUCTIONS	
					QUANTITY	COST	QUANTITY	COST
1	PERIMETER EROSION BARRIER	LF	500	\$ 3.50	0.00	\$ -	500.00	\$ 1,750.00
2	STABALIZED CONSTRUCTION ENTRANCE	EACH	1	\$ 500.00	0.00	\$ -	0.00	\$ -
3	CONSTRUCTION ACCESS ROAD	SY	220	\$ 9.00	0.00	\$ -	97.50	\$ 877.50
4	COFFERDAM	LS	1	\$ 30,000.00	0.00	\$ -	0.00	\$ -
5	EARTH EXCAVATION	CY	700	\$ 25.00	37.00	\$ 925.00	0.00	\$ -
6	COVE SAND BOTTOM, 12"	SY	250	\$ 1.00	76.00	\$ 76.00	0.00	\$ -
7	SHORELINE PROTECTION - COVE	SY	215	\$ 45.00	0.00	\$ -	0.00	\$ -
8	SHORELINE PROTECTION - RR3	SY	40	\$ 30.00	0.00	\$ -	0.00	\$ -
9	CONCRETE PIER ABUTMENT	LS	1	\$ 4,400.00	0.00	\$ -	0.00	\$ -
10	SIDEWALK REMOVAL	SF	90	\$ 4.00	0.00	\$ -	0.00	\$ -
11	EZ LAUNCH ADA PULL IN MODEL	LS	1	\$ 38,717.00	0.00	\$ -	0.00	\$ -
12	FISHING PIER	LS	1	\$ 45,000.00	0.00	\$ -	0.00	\$ -
13	DECORATIVE RAILING	LF	67	\$ 204.00	0.00	\$ -	0.00	\$ -
14	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	10,000	\$ 1.00	0.00	\$ -	10,000.00	\$ 10,000.00

TOTAL ADDITIONS = \$ 1,001.00

TOTAL DEDUCTIONS = \$ (12,627.50)

ORIGINAL CONTRACT PRICE: \$ 175,000.00

AMOUNT OF CURRENT CHANGE ORDER: (\$11,626.50)

NEW CONTRACT PRICE: \$ 163,373.50



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 #1

Tracking Number

PW 2018-06

Agenda Item Summary Memo

Title: Letter of Support, Funding for IL 47 Improvements

Meeting and Date: City Council - January 23, 2018

Synopsis: Review of Letter of Support to IDOT for funding for the intersection improvement at IL Route 47 and Galena Road and the expansion of the IL Route 47 corridor.

Council Action Previously Taken:

Date of Action: PW – 01/16/18 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2018-06

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:
Date: January 16, 2018
Subject: Letter of Support, Funding for IL 47 Improvements

Summary

Review of Letter of Support to IDOT for funding for the intersection improvement at Illinois Route 47 and Galena Road as well as the expansion of Northern Illinois Route 47 corridor.

Background

The state of the roadway of the northern section of the IL 47 corridor and safety concerns regarding the intersection of IL 47 and Galena Road was discussed under additional business at the January 4, 2018 Public Safety Committee meeting. Attached is a letter of support to IDOT concerning funding for the intersection improvement at IL 47 and Galena Road as well as the expansion of the northern IL 47 corridor. This project will promote safety and efficient traffic flow north and south within the region.

Recommendation

Staff recommends the City Council approve the letter of support for funding for the future IL Route 47 roadway improvements.



United City of Yorkville

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

January 23, 2018

Illinois Department of Transportation
Attn: Kevin Marchek, Region 2 Engineer
700 East Norris Drive
Ottawa, Illinois 61350-0697

Dear Mr. Marchek,

As the Illinois Department of Transportation (IDOT) reviews and considers funding for projects, the United City of Yorkville wishes to voice its fullest support for the intersection improvement at Illinois State Route 47 and Galena Road as well as the expansion of the Northern Illinois Route 47 corridor. These projects exemplify facets of smart investments of funds, and will promote safety and efficient traffic flow north and south within the region.

The intersection improvement and expansion of the roadway will lead to improved safety measures. Between 2011 and today there have been 150 accidents reported at the intersection of IL Route 47 and Galena Road. Of those 150 accidents, 17 have been personal injury accidents and 1 recent accident resulted in a fatality. At an intersection just to the south, IL Route 47 and Corneils Road, there have been 28 accidents reported. Of those 28 reported, 5 were personal injury accidents and 1 was a fatality. Regionally, a roadway that lessens crashes, especially fatal ones, and improves capacity and mobility is desperately needed. Currently, the United City of Yorkville's residents are limited with roadway capacity and un-improved intersections.

Improvements of this scope will increase and enhance public safety and allow IDOT to follow its own policies and standards. According to IDOT policy, the current average daily traffic capacity of a two-lane highway (similar to IL Route 47) should be between 8,500 and 12,500 vehicles. The northern corridor average daily traffic count is between approximately 15,000 and 20,000. Clearly, this number is way beyond policy levels. Currently, IL 47 from County Line Road to South of Kennedy Road in Yorkville is in the FY 2018 – 2023 Highway Improvement Program within District 3. However, only \$2,000,000 is programmed for resurfacing and ADA improvements. Full funding for reconstruction is needed along this corridor.

We are aware that safety improvements were programmed for the Galena and IL Route 47 intersection in an early IDOT budget and were subsequently removed due to budget cuts. Given the recent accidents at this intersection, we would encourage those improvements to

receive immediate funding while the Route 47 expansion plan is being considered for funding on a longer term.

In summary, this project will have far-reaching impact beyond the residents of the City. The United City of Yorkville wishes to add its support for funding to move the intersection improvements and overall expansion of the Northern Illinois Route 47 corridor forward. As IDOT moves forward in planning and programming projects, we hope you give the corridor, including the intersection of IL Route 47 and Galena Road your full consideration and support for additional lanes, reconstruction and ADA improvements.

Sincerely,

Gary J. Golinski
Mayor, United City of Yorkville

cc: Randall S. Blankenhorn, Illinois Transportation Secretary

STATE OF ILLINOIS)
)ss
COUNTY OF KENDALL)

RESOLUTION NO: 2004-42

**RESOLUTION TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION
CONCERNING ILLINOIS STATE ROUTE 47**

Whereas, the Mayor and City Council of the United City of Yorkville have determined that there is a need to widen and upgrade Illinois State Route 47, also known as Bridge Street, to maintain a safe and efficient flow of traffic through the City; and

Whereas the City recognizes that the issue of the redesign, reconstruction and/or removal of the retaining wall located adjacent to Route 47 in Downtown Yorkville needs to be addressed by the Illinois Department of Transportation; and

Whereas the ever increasing use of Route 47 by large and heavy vehicles has caused concern for public safety with the congestion caused by these slower moving vehicles and the lack of hard shoulder in many areas to provide a place for said vehicles to move to in order to allow for the passing of emergency vehicles; and

Whereas Route 47 provides the only river crossing within the City making this route very important for the normal movement through the City by its citizens, its public safety personnel, its public works personnel, other city staff and officials, the Fire District and the School District; and

Whereas because Route 47 as a major collector and conduit for moving local, regional, intrastate and interstate traffic, continues to experience traffic increases at rates beyond that created by Yorkville's own growth; and

Whereas the City has determined that it is also imperative to the economic development of Yorkville to keep traffic flowing efficiently on Rt. 47; and

Whereas the City has identified that the improvement of Rt. 47 is imperative to keep traffic flowing efficiently, which is critical to continue attracting the industrial and commercial development required for creating new jobs, retaining existing jobs, and generally strengthening the tax base of the City; and

Whereas IDOT has also recognized the need to widen and upgrade Rt. 47, is in the process of completing Phase I engineering for the section of the highway from just south of IL Rt. 71 to just north of Countryside Parkway within Yorkville, and has begun Phase II engineering on that same section; and

Whereas the City has concerns that with the amount of traffic already present on Rt. 47 that any further delay in completing said project could have a devastating effect on local

businesses and public safety during the construction period and cause major disruption of basic movement through the City:

Now therefore be it resolved that the Mayor and City Council of the United City of Yorkville strongly recommend and request that IDOT and the State of Illinois use all resources available to expedite the current Rt. 47 project planned in Yorkville to complete construction as soon as possible and work with the City to minimize the impact of said project on local citizens and businesses.

Furthermore, the Mayor and City Council strongly recommend and request that IDOT immediately begin the necessary engineering and then construction of widening and upgrading Rt. 47 both north and south of the present project through Kendall County and beyond to I-80 to the south and I-88 to the north.

This resolution passed by the City Council of the United City of Yorkville and authorized by the Mayor this 20th day of October, 2004.

PASSED AND APPROVED this 20th day of October, 2004.

WANDA OHARE

/

JOSEPH BESCO

/

VALERIE BURD

/

PAUL JAMES

OK

LARRY KOT

/

MARTY MUNNS

OK

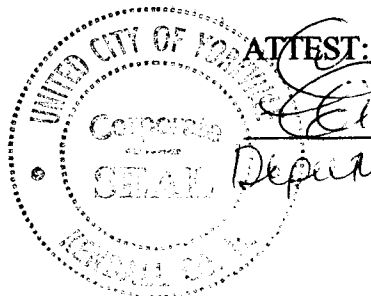
ROSE SPEARS

/

RICHARD STICKA

/

Arthur P. Kucharski
MAYOR



ATTEST:

Elizabeth T. Jones
Deputy CITY CLERK

**RESOLUTION OF SUPPORT FOR STATE FUNDING OF THE
NORTHERN ROUTE 47 CORRIDOR**

WHEREAS, the City Council of the United City of Yorkville, hereinafter called the CITY, has approved Resolution 2013-13 in support of the reallocation of Prairie Parkway earmarked funds from the stretch of Route 47 from Caton Farm Road to I-80, hereinafter called the Southern Route 47 Corridor, to the stretch of Route 47 from Kennedy Road in Yorkville to Cross Street in Sugar Grove, hereinafter called the Northern 47 Corridor; and

WHEREAS, it has become apparent that the State does not wish to reallocate the Prairie Parkway earmarked funds per our request in Resolution 2013-13; and

WHEREAS, the current IDOT FY 2014-2019 Proposed Multi-Modal Transportation Improvement program, hereinafter called the IDOT Highway Program, contains design and construction funding for the Southern Route 47 Corridor; and

WHEREAS, the current IDOT Highway Program contains full funding of Phase I engineering costs, half-funding for Phase II engineering costs, and no funds for construction of the Northern Route 47 Corridor; and

WHEREAS, approximately \$51 million in unallocated funds remain in the Prairie Parkway earmark; and

WHEREAS, the cost of expanding the Northern Route 47 Corridor is estimated at \$77 million; and

WHEREAS, the Northern Route 47 Corridor contains average daily traffic counts between 75% and 291% higher than the average daily traffic counts for the sections of Route 47 between I-80 and Caton Farm Road; and

WHEREAS, IDOT's own policies state the average daily traffic capacity of a two-lane highway, similar to Route 47, should be between 8,500 and 12,500 vehicles for safe and efficient operations; and

WHEREAS, all of the sections of the Northern Route 47 Corridor has an average daily traffic count exceeding the upper end of that safe usage standard, and none of the sections of the Southern Route 47 Corridor have an average daily traffic count that exceeds the lower end of that safe usage standard; and

WHEREAS, the Northern Route 47 Corridor had 300 reported crashes between 2007 and 2011, and the Southern Route 47 Corridor had 97 crashes between 2007 and 2011; and

WHEREAS, IDOT is holding public hearings throughout the State to take public comment on their IDOT Highway Plan; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the IDOT Highway Plan should contain funding for all design and construction costs for the Northern Route 47 Corridor.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 10 day of SEPTEMBER, A.D. 2013.

Lisa Pickering
DEPUTY CITY CLERK

CARLO COLOSIMO ✓
JACKIE MILSCHEWSKI ✓
JOEL FRIEDERS ✓
ROSE ANN SPEARS ✓

KEN KOCH ✓
LARRY KOT ✓
CHRIS FUNKHOUSER ✓
DIANE TEELING ✓

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 11 day of SEPTEMBER, A.D. 2013.

Harry J. Holinski
MAYOR



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 #2

Tracking Number

PW 2018-07

Agenda Item Summary Memo

Title: Wyland National Mayors Challenge for Conservation

Meeting and Date: City Council - January 23, 2018

Synopsis: Intiate participation in a national program to challenge residents to conserve water,
Energy and other natural resources

Council Action Previously Taken:

Date of Action: PW – 01/23/18 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2018-07

Type of Vote Required: Majority

Council Action Requested: Approval/Support

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: January 16, 2018
Subject: Wyland National Mayors Challenge for Conservation

Summary

Initiate participation in a national program to challenge the residents to conserve water, energy and other natural resources, in alignment with City Council Goal #14 – Water Conservation Plan.

Background

The Wyland Foundation, in partnership with the National League of Cities and the U.S. Environmental Protection Agency, invited the United City of Yorkville to participate in the 7th annual National Mayor's Challenge for Water Conservation. The commitment from the City to participate is as simple as drafting the statement of support below, and as complex as marketing the challenge if we'd like. There is no cost to the City.

Residents who are interested in conservation efforts and who would like to accept the challenge can go online (www.mywaterpledge.com) and make a pledge to conserve water, energy, and other natural resources over the next year by selecting from different pledge options. Some options are as easy as wasting less food and recycling. When the resident enters their location, the drop down menu for pledges will contain our draft statement about water conservation. Our draft statement will read as:

“A sustainable water source for the City’s future water supply is a main focus for our community and its residents. Yorkville currently obtains its water from the deep sandstone aquifer, which is being steadily drawn down as it is being pumped beyond its long-term sustainable yield due to increasing water demands and growth of the region. The City is committed to building strong, collaborative relationships regionally for sustainable water use. We hope to partner with our neighboring communities and our actual neighbors to promote water conservation efforts in the home. By taking the water pledge, you can help extend the capacity of the City’s water supply.”

When a resident goes online to accept the challenge, they will search for “Yorkville, IL”, the website will then walk the resident through the process to pledge to make thoughtful conservation choices at home. There are several check boxes that the residents can choose from depending on the changes they are pledging to make. At the end of the “choices” portion of the pledge, an email address is required and the option for the resident to be entered into the prize drawing is made as a check box. After the resident enters their email address the pledge process is complete. Additionally, the website has several informational items for the resident to read through and learn about. City standings in the challenge are on the website and the residents can check back and see how their “choices” positively affect the community. This program is designed to get residents to think about how their choices impact the natural environment and if changes are made, no matter how small, benefits add up quickly. There is no further commitment and no additional information that is needed from the residents other than those listed above.

The City will also be posting several items on social media and on our website to promote this challenge. The City's main goal by promoting this program is to help residents be aware of the importance of the natural resources that are used on a daily basis and the pressing need to protect those precious resources.

Recommendation

While not a requirement to participate in the program, staff recommends an acknowledgment by the City Council for support of the statement above and participation in marketing the program. This initiative aligns with the City Council Goal #14 – Water Conservation Plan.



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 2018-07

Agenda Item Summary Memo

Title: Professional Services Agreement for Building Plan Review and Inspections

Meeting and Date: City Council - January 23, 2018

Synopsis: Professional services agreement contract with B&F Construction for building plan review and inspections on an as needed basis.

Council Action Previously Taken:

Date of Action: EDC – 01/02/18 Action Taken: Moved forward to City Council agenda.

Item Number: EDC 2018-07

Type of Vote Required: Majority

Council Action Requested: Vote

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

Agenda Item Notes:

See attached memo.

Have a question or comment about this agenda item?

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**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
AUTHORIZING A SERVICE AGREEMENT FOR
BUILDING PLAN REVIEW AND INSPECTIONS**

.

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

WHEREAS, the City is responsible to review all plans submitted for commercial, residential and industrial development for zoning, building code compliance and appearance code compliance and the issuance of all building permits as well as permits for signs, decks, fences and pools; and,

WHEREAS, the City’s Building Safety and Zoning Department (the “*Department*”) provides such services on behalf of the City; and,

WHEREAS, the volume of the applications for permits continues to increase and the City believes that assistance with the required reviews is warranted in order to continue its goal of short “turn-around” times in order to maintain the City’s competitive advantage to encourage new development; and,

WHEREAS, after review of several service providers, the Department has determined that B&F Construction Services, Inc., an Illinois corporation, has the staff with the professional experience, skill and competence to provide the Department with the assistance it needs; and,

WHEREAS, the Department hereby recommends that the City Council to enter into the Service Agreement for Building Plan Review and Inspections with B&F Construction Code Services, Inc., as attached hereto.

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

Section 1. The Service Agreement for Building Plan Review and Inspection by and between the City and B&F Construction Code Services, Inc., in the form attached hereto and made a part hereof is hereby approved, and the Mayor and City Clerk are hereby authorized to execute same and deliver said Agreement on behalf of the United City of Yorkville.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

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 _____

SEAVAR 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



Memorandum

To: Economic Development Committee
From: Krysti J. Barksdale-Noble, Community Development Director
CC: Bart Olson, City Administrator
Pete Ratos, Building Code Official
Date: December 13, 2017
Subject: **B&F Construction Code Services – Professional Building Inspection and Plan Review Services Agreement**

Summary

In August 2017, the City of Yorkville solicited Request for Qualifications (RFQ) from licensed professional service companies for commercial and large scale residential development inspections and plan reviews on an as needed basis. Upon review of the submitted proposals and follow-up queries, staff is recommending awarding this professional services contract to Building & Fire Construction Codes Inc (B&F Construction) of Elgin, Illinois.

Background

The City currently provides building plan review and inspection services with in-house staff. The plan reviews and inspections are done within a short period time (typically 2 weeks for plan reviews and inspections within 24 hours of request) to facilitate the residents and building community needs to complete residential and commercial projects. This shortened turnaround is done, in part, to maintain a competitive advantage amongst neighboring communities and to encourage new development within the City. At certain times, the high volume of permits submitted and inspections required puts pressure on the two (2) full-time building department staff members as they try to maintain the petitioner's construction schedules. In calendar year 2017, the City issued approximately 915 permits and conducted over 3,500 inspections.

In addition to the limited staff and their areas of specialization, training, and licensing, coordination around vacation time, mandatory off-site continuing education courses and sick days can be a challenge. Due to this, and the steady increase in annual permit volume, staff posted the attached request for proposal seeking assistance for inspections and various plan review-services on an as need basis. It is estimated that the City may utilize up to 750 hours per calendar year of outsourced plan review and/or inspection services.

Upon posting the RFQ, the City received three (3) responses from qualified firms, which were HR Green, SAFEbuilt and B&F Construction. Based upon staff expertise, knowledge of local codes, reported plan review turnaround time and inspection services, as well as the ability to assist with drafting adoptions for future code updates, Building and Fire Construction Codes Inc. (B&F) is the recommended firm for the professional services contract.

Proposed Services Agreement

The proposed services agreement is attached for your review and details provisions such as the contract term, fee schedule and payments, confidentiality, and insurance/indemnification requirements. Specifically, the term of the contract is open ended but allows either party, the City or B&F, to terminate the agreement upon thirty (30) days written notice. A detailed fee schedule has been provided as an exhibit to the contract. The plan review fees for residential and

commercial/industrial uses are consistent with the City's current building plan review fees. As proposed, the City would be responsible for paying B&F directly, so there would be no change in the way permits are processed or payment made by the permittee. Furthermore, the confidentiality provisions restricts B&F from disclosing specific information about plans or data submitted to outside parties as part of the review process. Finally, B&F has submitted a copy of their proof of insurance naming the City as an additional insured party in an acceptable amount of liability coverage.

Staff Recommendation

Yorkville's Community Development staff, the Purchasing Manager, and the City Attorney have reviewed and recommend for approval the proposed contract with B&F Construction for supplemental plan review and building inspection services. If approved, it is anticipated the Building Code Official will schedule a plenary meeting with the B&F plan reviewers and inspectors assigned to Yorkville to review our current codes, forms and possibly conduct a brief tour of the City.

Staff will be available at Tuesday night's meeting to address any questions or concerns from the committee regarding this matter.



United City of Yorkville, Illinois

Request for Qualifications
for Professional Building Inspection and
Planned Development Review Services

Qualifications Due:	August 15, 2017, 10AM
----------------------------	------------------------------

United City of Yorkville, Illinois
800 Game Farm Road, Yorkville, Illinois 60560
Request for Qualifications

The United City of Yorkville, Illinois is soliciting interest for the following:

Qualified, licensed professional service companies for inspections (framing, electrical and HVAC/Mechanical) and commercial or large planned development review services on an as needed basis.

It is the intent of the City to qualify a professional architectural, engineering, building code inspection company or firm in a related discipline for the scope of work described above.

Qualifications will be received at the City Hall, at 800 Game Farm Road, Yorkville, Illinois 60560 **until 10:00 AM on August 15, 2017 (the closing date)**. Qualifications not physically received by the City by 10:00 AM on August 15, 2017 will be returned, unopened to the firm. Emailed or faxed responses will not be accepted. Take note that overnight deliveries may not arrive on the day of the RFQ opening prior to 10:00 AM. Qualifications will be opened and evaluated in private, and proposal information will be kept confidential until a decision is made.

All Qualifications shall be sealed and addressed as follows:

United City of Yorkville
(Vendor Name)
RE: Qualifications for Inspection Services
Attention: Annie Callahan, Purchasing Manager
800 Game Farm Road
Yorkville, IL 60560

Proposal packets are available online at <http://www.yorkville.il.us>. Additional packets may be picked up at United City of Yorkville City Hall. City Hall is open Monday through Friday, 8:00AM to 4:30PM.

General questions regarding this Request for Qualifications shall be directed to Annie Callahan, Purchasing Manager at 630-553-8566. All detailed questions concerning the actual specifications are to be forwarded to Krysti J. Barksdale-Noble, AICP by email at knoble@yorkville.il.us not less than ten (10) business days prior to the scheduled closing date.

The person or firm submitting the proposal 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 proposal.

The City Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

No informal communication shall occur regarding this RFQ, including requests for information, or speculation between Offeror'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 Offeror in preparation, transmittal, or presentation of any information or material submitted in response to the RFQ, shall be borne solely by the Offeror.

General Overview

The City of Yorkville (herein called the "City") is seeking a professional services company (herein called the "Contractor") to perform high quality inspections for electrical, framing, mechanical and commercial or large planned development reviews on an as needed basis when the work load reaches a level that the current staff cannot absorb.

The City currently provides building plan review and inspection services with in-house staff. The plan reviews and inspections are done within a short period time to facilitate the customer's needs to complete their residential and commercial projects. It is necessary to maintain short turn-around times to provide the City with a competitive advantage to encourage new development within the City. At certain times, the total number of permits issued in 2015 was 605 and 855 permits were issued in 2016 and inspections puts pressure on the two (2) full-time building department staff members as they try to maintain the petitioner's construction schedules. Due to limited staff and specialization, training, and licensing that some staff have, staff has to coordinate work around times when inspectors are out of the office at required training or during vacation and sick days. Based on estimates, the City may need assistance for approximately 750 hours for inspections and various plan review-services.

United City of Yorkville has adopted codes and ordinances that are intended to improve and protect the health, safety and welfare of the general public. These ordinances seek to promote a desirable neighborhood living environment and preserve property values.

United City of Yorkville Building Safety and Zoning department is responsible for building permits and a variety of other services such as zoning reviews, building code compliance and appearance code regulations of all plans submitted for commercial, residential, industrial properties, as well as and miscellaneous permits such as signs, decks, fences, and pools. The building code reviews utilize the 2009 International Code Council (ICC) codes with amendments, 2008 National Electric Code (NEC) with amendments and 2012 International Energy Conservation Code (IECC). Some residential developments were approved with legacy codes locked in for a set period of time according to their annexation agreement. These developments are allowed to build to codes from the 2000 IBC and 2006 IBC depending on their respective agreements.

The City is governed by a Mayor and eight elected Alderman. The appointed City Administrator is responsible for day-to-day operations. Departments include Administration, Finance, Community Development, Building Safety and Zoning, Public

Works, Engineer, Police, and Parks and Recreation. Budgeted expenditures are \$33,275,572, including General Fund expenditures of \$14,803,097. Yorkville has 168 full-time equivalent employees.

Project Overview

The City is interested in qualifying companies for work on an as needed basis for inspections (framing, electrical and HVAC/Mechanical) and commercial or large planned development review services. The selected firm will provide contracted municipal building plan review services for the City. The successful firm will coordinate with designated City staff, on all major activities relating to building plan review services.

Potential Scope of Work

The list belows identifies typical examples of services that may be assigned. The list provided is not exclusive, and may include other tasks not listed. The services provided will be determined by the City. As specific services are requested by the City, the firm shall assign a project task number for said services and provide the City with an estimated budget for the work, and receive written approval prior to commencement.

1. Inspections for framing, electrical and HVAC/Mechanical
2. Commercial or large planned development review services.

The successful firm shall be responsible for all resources necessary to deliver these services to the satisfaction of the City.

Selection Process

The City will use the following general selection process to determine the most qualified firm(s) to provide inspections and planned review services.

- 1) Interested parties will provide written qualifications to the City based on the guidelines and information in this RFQ.
- 2) The firm shall be duly licensed and certified to perform the professional services outlined in this RFQ. Certifications must include International Council Code (ICC) and Residential and Commercial building inspection.
- 3) The City may request firms to participate in an interview process to include (but not be limited to) an interview, a check of references, or any other follow-on activity deemed appropriate by the City.

Proposal Content

Proposals shall not exceed 20 pages. The City is not interested in brochures, boilerplate filler, or general information that is not relevant to this process. Consultants submitting proposals are advised to provide a clear and responsive approach to addressing all issues noted in this RFQ.

Key elements of each proposal should include, but not necessarily be limited to, the following items:

Firm's History: provide a brief history of your firm

Understanding & Approach: The firm should clearly state their understanding of the City's potential scope of work described above and for the role the firm should play. Specific example and insights will be useful in this section.

Electronic Plans: Contractor must have capability of retrieving plans electronically from the City and returning them after completion of their review.

Experience: The firm shall describe their experience and expertise in providing commercial or large planned development review, in addition to inspecting framing, electrical and HVAC/Mechanical. Recent experience demonstrating professional working relationships with other Kendall County agencies will be considered.

Project Team: Describe the proposed project team, providing an organizational chart clearly delineating individual responsibilities. Identify key contacts for the team. Provide resumes for key contacts and support personnel.

Availability: The selected company must be capable of responding to the City's needs in a timely manner, complete projects on time, and be an efficient resource for the City. The proposal should address the consultant's approach to meeting the City's needs.

References: Firms shall provide contact information for three (3) municipal references for which the firm has provided similar professional services, preferably in Kendall County. Reference contact information should include a contact name, phone number, and email address.

UNITED CITY OF YORKVILLE, ILLINOIS GENERAL CONDITIONS

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

Persons submitting Qualifications. If requested, the interested Person submitting the proposal must provide a detailed statement regarding the business and technical organization of the Person submitting the proposal that is available for the work that is contemplated. Information pertaining to financial resources, experiences of personnel, previously completed projects, plant facilities, and other data may also be required to satisfy the City that the Person submitting the proposal is equipped and prepared to fulfill the Contract should the Contract be awarded to him/her. The competency and responsibility of Persons submitting proposals and of their proposed subcontractors will be considered in making awards.

The City may make such investigations as it deems necessary, and the Person submitting the proposal shall furnish to the City all such information and data for this purpose as the City may request. A responsible Person submitting the proposal is one who meets all of the following requirements:

- Have the necessary experience, organization, and technical qualifications to perform the proposed Contract.
- Is able to comply with the required performance schedule or completion date, taking into account all existing commitments.
- Has a satisfactory record of performance, integrity, judgment, and skills.
- Is qualified and eligible under all applicable laws and regulations.

Forms: All proposals must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces. All Proposal packets are available online at www.yorkville.il.us or at the United City of Yorkville City Hall which is located at 800 Game Farm Rd., Yorkville, Illinois and when completed delivered to the same Office prior to the proposal closing date and time. Persons submitting proposals may attach separate sheets for the purpose of explanation, exception, qualifications or alternative proposals.

Submittal of Qualifications: Qualifications Proposals must be submitted to the attention of the Purchasing Manager of the United City of Yorkville.

Completeness: All information required by the Request for Proposal must be supplied to constitute a responsive proposal. The Person submitting the proposal shall include the completed Proposal Sheet. The City will strictly hold the person submitting the proposal to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the person submitting the proposal.

Person submitting the proposal's qualifications: No award will be made to any person submitting the proposal who cannot satisfy to the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The City's decision or judgment on these matters shall be final and binding. The City may make such investigations as it deems necessary. The person submitting the proposal shall furnish to the City all information and data the City may request for the purpose of investigation.

Proposal Award for All or Part: Unless otherwise specified, proposals shall be submitted for the scope of services for which proposals are requested. The City reserves the right to make award on all items, or any of the items, according to the best interests of the City. The contract will be awarded to that consultant or consultants whose proposal(s) conforms most closely to the Request for Qualifications, and which will be most advantageous to the City, taking relative experience working on similar projects and other factors into consideration. The City reserves the right to select more than one consultant if our needs are best met in that manner.

Consideration of Proposal: No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or had failed to perform faithfully any previous contract with the City.

The person submitting the proposal, if requested, shall present within 48 hours evidence satisfactory to the City of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

Compliance with All Laws: All work under the contract must be executed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations which may in any manner affect the preparation of the proposal or performance of the contract.

Compliance with the Substance Abuse Prevention on Public Works Projects Act: The Contractor and its Subcontractors shall comply with the Substance Abuse Prevention on Public Works projects Act (820 ILCS 265/1 et seq.) and prior to commencing work on any City project (as defined in the Prevailing Wage Act) file with the City its program to comply with the Act or file that portion of its collective bargaining agreement that deals with the matters covered by the Act.

Equal Employment Opportunity: During the performance of the contract and/or supplying of materials, equipment, and suppliers, person submitting the proposal must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal opportunity requirements.

Contract Alterations: – No amendment of a contract shall be valid unless made in writing and signed by the City Administrator or his authorized agent.

Notices: – All notices required by the contract shall be given in writing.

Nonassignability: – The Contract or any part thereof may not be assigned, to any other person, firm, or corporation without the previous written consent of the City Administrator. Such assignment shall not relieve the Contractor from his obligations, or change the terms of the contract.

Indemnity: – To the fullest extent permitted by law, the City, its officials, agents, and employees, must be indemnified and held harmless 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.

Insurance: –Satisfactory proof of insurance must be provided naming the United City of Yorkville, together with its officers, agents, employees and engineers as additional primary, non-contributory named insureds prior to commencing work. All policies shall be written on a "per occurrence" basis. Insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to be caused by the negligent performance of services under this Agreement must be procured and maintained. All certificates of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the CITY and new certificate(s) of insurance evidencing the coverage(s) required herein shall be provided upon annual renewal of the subject policies. Failure to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order until such time as a valid certificate of insurance is provided. Failure of the CITY to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one. The limits of liability for the insurance required by this Subsection shall not be less than the following:

Property Damage	\$1,000,000 (each accident)
Bodily Injury	\$1,000,000 (each person)
	\$1,000,000 (each accident)

Workmen's Compensation Insurance:

All Liability imposed by Workmen's Compensation statute

Employer's Liability Insurance	\$2,000,000
Contractual Liability Insurance	\$2,000,000
Completed Operations Insurance	\$ 500,000

Owned, Hired, and Non-Ownership Vehicle Bodily Injury and Property Damage to the following Limits:

Commercial General Liability	\$2,000,000 (each occurrence)
Automobile Liability	\$2,000,000 combined single limit (each accident)
Umbrella Liability	\$2,000,000 (each occurrence) \$2,000,000 (aggregate)
Professional Liability	\$2,000,000 (each occurrence)

Default: The City may terminate a contract by written notice of default if:

- a. There is failure to make delivery of the materials or perform the services within the time specified in the proposal, or
- b. There is failure to make progress so as to endanger performance of the contract, or
- c. There is failure to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as required.

If the City terminates the contract, the City may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for similar supplies and services, unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

Supplementary Conditions: Wherever special conditions are written into the specifications or supplementary conditions which are in conflict with conditions stated in these Instructions to Person submitting the proposal, the conditions stated in the specifications or supplementary conditions shall take precedence.

Person submitting the proposal's Certification: In compliance with the Illinois State Law that requires each person submitting the proposal to file a certification regarding proposal rigging and proposal rotating and that it is not delinquent in its taxes.

Change Orders: After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the person submitting the proposal must be the result of an approved change order first ordered by the Community Development Director and approved by the City Administrator and/ or City Council.

Time of Completion: The successful person submitting the proposal shall completely perform its proposal in strict accordance with its terms and conditions within the number of consecutive calendar days after notification of award of the contract as stated in the proposal.

Notes to Design and Proposal:

I, Richard A. Piccolo, do represent that I am (title)
President of (company) B & F Construction Code Services, Inc., 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. **Please
attach required submittals and any additional supporting information.**

☒ Our firm has not altered any of the written texts within this document. Only those areas
requiring input by the respondent have been changed or completed.

☒ Our firm will comply with the Prevailing Wage requirements as outlined in section
entitled "*A. General Conditions*" and Public Act 095-0635, if applicable.

*If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of the
Contract, the City must be advised of the subcontractor's company name, address,
telephone and fax numbers, and a contact person's name at the time of proposal
submittal.*

YES

NO

Will you be utilizing a subcontractor?

X

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

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted
and that the prices quoted are not subject to change; and that

The Person submitting the 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 720 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.

B & F Construction Code Services, Inc.

Firm Name

2420 Vantage Drive

Street Address

Elgin

IL

60124

City

State

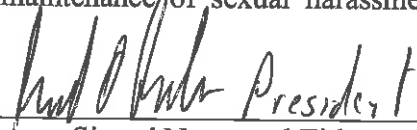
Zip

847-428-7010

Phone Number

8/14/2017

Date



Signed Name and Title

Richard A. Piccolo

President / Master Code Professional

Print Name and Title

rpiccolo@bfccs.org

E-mail Address

847-428-3151

Fax Number

OFFICE & SHIPPING:
2420 Vantage Drive
CORRESPONDENCE:
P.O. BOX 5178
ELGIN, IL 60121-5178

B & F CONSTRUCTION CODE SERVICES, INC.
BUILDING & FIRE PROTECTION PLAN REVIEW
TRAINING • INSPECTIONS • CODE CONSULTING

PHONE
FAX
TOLL FREE
E-MAIL

(847) 428-7010
(847) 428-3151
1-800-232-5523
bfccs@bfccs.org

PROPOSAL SUBMITTAL

Qualifications of Company and Staff

B & F CONSTRUCTION CODE SERVICES, INC. is lead by its founder Richard A. Piccolo who has more than forty years in the code enforcement arena. For many years, we have been providing Plan Reviews, Inspections, Building Department Administration, Code Consulting, and Training Services for Municipal Building Departments, Architectural Firms, Developers and Construction Workers. Our expertise is in all the Major Model Codes including the ICC (International Code Council) series, Illinois Plumbing Code, BOCA, NFPA, Handicapped Accessibility and accepted industry standards and practices. We have performed over 80,000 plan reviews, conducted more than 200,000 construction inspections and over 75,000 code enforcement inspections. We have trained thousands of industry professionals nationwide. Our services have become the most sought after in the industry because of our continual focus on the three elements we have consistently delivered since inception...Quality, Value and Service.

We have 58 employees which include a full-time staff of qualified, licensed (where applicable) and certified staff of Plans Examiners, Building Inspectors, Property Maintenance Inspectors, Consultants and support personnel. Our affiliate company, the Building and Fire Code Academy (BFCA) provides training nationwide to industry professionals and has received approval by the State of Illinois as a Licensed Vocational School, approval by the International Association of Continuing Education & Training (IACET) and the approval of the American Institute of Architects (AIA). Many B & F Construction Code Services, Inc. staff is also instructors with the Building & Fire Code Academy. The Building & Fire Code Academy works in conjunction with the State of Illinois and the Illinois Department of Employment Security to provide free training to help unemployed Municipal Building Department employees maintain their certification. BFCA is a State of Illinois Certified Workforce Provider. Individuals participating in a certificate program, or our flagship Code Enforcement Career Development Program receive first hiring preference over other applicants. Additionally, the Building & Fire Code Academy maintains a job placement service for our students.

What is unique about B & F Construction Code Services, Inc. is the combination of conducting inspections and training code officials across the country. Many of our competitors attend our training classes at our office and we appreciate their trust and confidence in our excellence in training.

This separates B & F Construction Code Services, Inc. from its competition and not to mention that all of our staff are company employees and we do not employ contract employees. We provide hours of training to make sure our staff is prepared prior to being assigned to a client.

Service With Integrity

Member
ICC NFPA IFIA IACET

B & F Construction Code Services, Inc. has developed a system to manage the varying needs of our clients. This includes a database, which tracks the adopted codes with local amendments. It also tracks each project, which includes what was submitted, when the project is due, the status of each project including first and all subsequent reviews.

All of our clients use our plan submittal form with each set of plans submitted. This form gives us the specific type of reviews and any special instructions for each project. This form is available as a computer file so it can be completed on the computer.

The database also tracks the status of all inspection projects. It indicates what parts of the systems or floors have been inspected and or approved.

We are a professional staff with company uniforms, vehicles (marked with B & F information on the vehicles), equipment, cell phones and the necessary materials to provide a high quality product for the United City of Yorkville, Illinois. Each inspector is provided with company identification and will conduct him and/or herself as a professional. We are available to serve the United City of Yorkville, Illinois in the best way possible.

See a list of staff attached at the end of this document

Tasks

Our staff completes all first commercial plan reviews in nine (9) business days from the date they are received in our office; second and all subsequent reviews are performed in five (5) business days. Residential initial and re-reviews are completed in 5 days. Expedited reviews shall be completed in (3) business days and all subsequent reviews. All large plan reviews shall be conducted in our Elgin office.

Our administrative staff can schedule inspections between the hours of 8:00 AM until 4:00 PM. We are more than happy to accommodate special requests for specific times. Emergency inspections shall be necessitated from time to time and may be required after hours. We shall provide contact information for after hour's personnel to conduct site visits for consultation.

The general sample (plan review and inspection) lists possible tasks to be requested. B & F Construction Code Services, Inc. agrees to perform the tasks per project as assigned.

Plan Review

All reviews are performed based on the adopted codes, local amendments, and the type of reviews requested on the submittal form. The reviews indicate in a written report the code violations indicating the location of the violation (sheet and detail number) and the applicable code section. All reviews will be forwarded electronically to the United City of Yorkville, Illinois.

Our proprietary database tracks all projects. This enables us to insure timely completion and the ability to know the status of any project at any time.

Inspections

Inspections on all structures: single family, commercial, special hazards or property transfer are performed using all applicable codes, standards and local policy. The inspections are performed the following day between the hours of 8:00 AM to 4:00 PM. All inspectors wear a company shirt and drive a company vehicle with the company logo. The inspectors are provided with a company cell phone and all other equipment such as safety vests and hard hats. The forms used will be approved by the United City of Yorkville, Illinois.

The United City of Yorkville, Illinois has the right to interview the proposed inspectors and can determine an inspector is not acceptable.

Quality Control & Staff Development

B & F Construction Code Services, Inc. Plans Examiners, Field Inspectors and Technical Staff undergo rigorous training and are required to attend weekly continuing education course training and certification training provided by the Building & Fire Code Academy and outside sources.

Our staff must be able to meet applicable Insurance Services Organization (ISO) standards and pass written and field examinations. Under the supervision of our Director of Technical Services, Joseph Godlewski works with inspectors and plans examiners regularly to continually develop areas of expertise and provide guidance for future growth. Part of this process includes random selection of completed projects for review and/or inspection, meeting with clients and field personnel to ensure our employees are providing the quality of work, care and service we require. Quality control also extends to support staff.

Proposed Costs

B & F Construction Code Services, Inc. takes every effort to keep down inspections costs. We encourage the municipality to consider changing some of their scheduling criteria.

It is best to schedule the inspections in groups to eliminate the time between inspections. Inspections should be scheduled in time blocks. This enables the inspector to go from one inspection to the next and not have to wait for a specific time to perform the inspection.

References

Mr. Don McKenna
Building Commissioner
9446 South Raymond
Oak Lawn, IL
704-499-7800

We perform most of the commercial plan reviews including all large projects. An inspector is provided two days a week for general inspections. Plan reviews and inspections are currently being performed on a major hospital addition and two associated parking garages. The plan reviews include all disciplines including fire alarm and fire sprinkler systems. This includes the fire alarm and sprinklers when requested by the fire department.

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Proposal Submittal
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Mr. John Fincham
Assistant Community Development Director
475 Main Street
West Chicago, IL
630-293-2200

We provide all building plan review, inspections and property maintenance and code enforcement inspections.

Doug Pollock
Community Development Director
766 S. County Line Road
Burr Ridge, IL
630-654-8181

We provide all building plan review and inspections for all commercial projects.

Don Bastian
Community Development Director
500 N Gary Avenue
Carol Stream, IL
630-871-6230

We provide all building plan review for all commercial projects. We perform inspections for special projects and all plumbing inspections.

Marc Nelson
Building Commissioner
260 Market Place
Manhattan, IL
815-418-2100

We perform the plan review and inspections for all residential and commercial projects. This includes fire alarms and fire sprinklers.

Ann Marie Till
Permit Coordinator
1050 Romeo Road
Romeoville, IL
815-886-5049

We perform plan reviews and specialized inspections for large projects. We also provide fill in building and electric inspections on an as needed basis.

Bill Offerman
Village
President
401 East Mississippi
Elwood, IL
815-424-7024

We perform the plan review and inspections for all residential and commercial projects.

Marilyn Diede
Village Clerk
175 Water Street
Burlington, IL 847-683-2283

We function as the building department for this community. We provide all building plan review, inspections and property maintenance and code enforcement inspections.

Village of Hampshire
234 S. State Street
Hampshire, IL
847-683-2182

We function as the building department for this community. We provide all building plan review, inspections and property maintenance and code enforcement inspections.

Ms. Josie Doniec
23680 W. Cuba Road
Deer Park, IL 60010-2490
(847) 726-1648

We function as the building department for this community. We provide all building plan review, inspections and property maintenance and code enforcement inspections.

Ms Margerita Romanello
3110 Old McHenry Rd
Long Grove, IL 60047
(847) 634-9440

We function as the building department for this community. We provide all building plan review, inspections and property maintenance and code enforcement inspections.

B & F Construction Services, Inc. performs a mix of plan review and inspections for 60 other building departments in Northern Illinois and throughout the State of Illinois.

The firm is also certified by the Illinois State Board of Education to perform all inspections for new school plan reviews and inspections. This includes the plan reviews for disciplines. This includes the fire alarm and sprinkler systems when requested by the design professional and contractor.

Assumptions

B & F Construction Code Services, Inc (BFCCS) agrees to comply with the following assumptions:

BFCCS will perform all plan reviews and inspections in conformance with United City of Yorkville, Illinois defined standards and practices and verify compliance with applicable codes and United City of Yorkville, Illinois Ordinances.

BFCCS will transmit data and produce reports in a manner and fashion defined by the United City of Yorkville, Illinois.

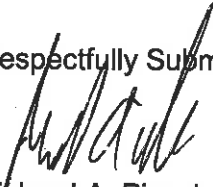
BFCCS will ensure its staff maintains requisite certifications/licenses.

BFCCS's costs are included in the agreed upon pricing.

BFCCS agrees and understands that United City of Yorkville, Illinois officials may, at their discretion, make periodic site visits to review, inspect and duplicate any plan reviews or inspections performed by the selected firm in order to insure a quality control of performance.

B & F Construction Code Services agrees to comply with the standard terms and conditions list in the RFP. A certificate of insurance is attached to this submittal.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'R. Piccolo', written over the printed name.

Richard A. Piccolo
President
Master Code Professional

SENIOR STAFF QUALIFICATIONS



Richard A. Piccolo, President

Master Code Professional, Certified Building Official, Certified Fire Official, Certified Property Maintenance Inspector, Certified Building Inspector, Certified Plans Examiner, Certified Fire Plans Examiner, Certified Fire Inspector, Illinois Certified Fire Inspector, Certified Fire Fighter III, Certified Fire Official II, Certified Property Maintenance Inspector, Certified Plans Examiner, Certified Building Inspector, Certified Fire Service Instructor IV.

Mr. Piccolo is the Chairman of the Codes and Standards Committee of Illinois Fire Inspectors Association since 1983. He is the past-President of the Illinois Council of Code Administrators and is a member of the Regional Business Advisory Council.

SENIOR STAFF QUALIFICATIONS



Kenneth J. Garrett, Vice President

Master Code Professional, Certified Building Official, Certified Fire Inspector I, Certified Fire Inspector II, Certified Building Inspector, Certified Commercial Building Inspector, Certified Accessibility Inspector/Plans Examiner.

Mr. Garrett has years of Building Official experience and has served as the Building and Zoning Administrator and the Assistant Director of Community Development for two municipalities.



Joe Godlewski, Director of Technical Services

Certified Building Plans Examiner, Certified Building Inspector (Commercial and Residential), Certified Mechanical Inspector (Commercial and Residential), Certified Accessibility Inspector/Plans Examiner, Certified Property Maintenance and Housing Inspector

Mr. Godlewski has over 9 years of code enforcement experience. He has both municipal and independent code consulting experience having worked with B & F Construction Code Services, Inc for 6 years and Lake Havasu City, AZ. For 3 years. During this time Mr. Godlewski has also served as project coordinator for numerous large projects as a representative for B&F Construction Code Services.

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Seth Sommer, Director of Quality Control & Staff Development

Certified Building Official, Certified Building Inspector (Residential & Commercial), Certified Building Plans Examiner, Certified Energy Inspector (Residential & Commercial), Certified Energy Plans Examiner (Residential & Commercial).

Mr. Sommer recently served as the Director of Construction for a Midwest development company. He has over 9 years of municipal experience serving as the Building Official and Manager of Construction & Development Services for the City of Rockford, IL; this included Building, Zoning, Property Maintenance, Historic Preservation, and Annexations. Seth has a bachelor's in business management.



Sonya Shearer, Property Maintenance Inspector Supervisor, Academy Instructor

Certified Property Maintenance and Housing Inspector, Certified Residential Building Inspector, and Certified Crime-free Housing Coordinator.

Ms. Shearer has thirteen years of code enforcement experience and four years of public safety experience in the municipal government arena including seven years in Illinois, two years in Utah, and eight years in California.

Ms. Shearer currently coordinates and counsels with the participants of the Code Enforcement Career Development Program (CECDP)

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Greg Principali, Plumbing Inspector

Greg has seven years of experience as a Plumbing Plan Reviewer/ Inspector. He has 15 years of previous experience as an Illinois Licensed Plumber. He also is an Illinois Certified Plumbing Inspector and is a CCCDI (Cross-Connection Control Device Inspector).



Steve Gardner, Building Inspector / Plans Examiner

Certified Commercial Energy Plans Examiner, Certified Commercial Mechanical Inspector, Certified Mechanical Inspector, Certified Mechanical Plans Examiner, Certified Residential Building Inspector, Certified Residential Combination Inspector, Certified Residential Electrical Inspector, Certified Residential Energy Inspector / Plans Examiner, Certified Residential Mechanical Inspector and Certified Residential Plumbing Inspector.

Steve has a bachelor's in engineering. He spent 20 years as an engineering design professional for HVAC and plumbing systems. He also has experience in all phases of commercial building instruction from design through completion.

Other Plan Review Staff

Roy Herbst Roy is an Illinois license licensed architect. He has over 20 years of experience in building design, field work and plan review.

Robert Wildenhain Bob has ten years of experience as an Inspector and a Plan Reviewer after a career working in the construction industry. He has ICC certifications as a Building Inspector, Building Plans Examiner and Residential Building Inspector, Electrical and Mechanical Inspector / Plan Reviewer.

Robert Del Principe Bob has ten years of experience as a Plumbing Plan Reviewer/ Inspector. He has 15 years of previous experience as an Illinois Licensed Plumber. He also is an Illinois Certified Plumbing Inspector and is a CCCDI (Cross-Connection Control Device Inspector).

Sean Fallows Sean Fallows has a degree from Oklahoma University in Fire Protection and 5 years of experience as a Fire Protection Designer and Field Inspector. He has NICET (National Institute for Certification in Engineering Technologies) certification for sprinklers and fire alarm and an ICC certification as a Fire Plans Examiner.

Mark Bailey Mark has a degree in electrical engineering and is a licensed professional engineer in Illinois and several other states. He has over twenty years experience in designing and reviewing commercial, institutional and industrial electrical systems for small and mid-sized installations. He is a member of the National Fire Protection Association and has extensive experience in the requirements of the National Electrical Code.

Sam Menton Sam is an Electrical Inspector. He has 40+ years as a construction electrician experienced in all service, construction facets including residential, commercial, and industrial applications.

Don Plodzien Certifications include: ICC Fire Inspectors I, NFPA Fire Inspectors I, ICC Property Maintenance Inspector and NFPA Fire Plans Examiner. Don has been employed at B & F Construction Code Services, Inc since June 2015 as a Property Maintenance, Building and Fire Inspector and Fire Plans Examiner. Prior employment included 4-1/2 years working for a Municipality conducting annual fire inspections, plan review, acceptance testing of fire protection systems for commercial and residential occupancies, employee management and customer service to business owners, contractors and residents.

SERVICES AGREEMENT FOR BUILDING PLAN REVIEW AND INSPECTIONS

THIS SERVICES AGREEMENT (the “AGREEMENT”) is made and entered into on this ____ day of November, 2017, by and between the United City of Yorkville (CITY) and B&F Construction Code Services, Inc. (CONTRACTOR) for services set forth in Exhibit A (“Services”).

WITNESSETH that in consideration of the covenants herein, these parties agree as follows:

SECTION 1. BACKGROUND: United City of Yorkville has adopted codes and ordinances that are intended to improve and protect the health, safety and welfare of the general public. These ordinances seek to promote a desirable neighborhood living environment and preserve property values.

United City of Yorkville Building Safety and Zoning department is responsible for building permits and a variety of other services such as zoning reviews, building code compliance and appearance code regulations of all plans submitted for commercial, residential, industrial properties, as well as and miscellaneous permits such as signs, decks, fences, and pools. The building code reviews utilize the 2009 International Code Council (ICC) codes with amendments, 2008 National Electric Code (NEC) with amendments and 2012 International Energy Conservation Code (IECC). Some residential developments were approved with legacy codes locked in for a set period of time according to their annexation agreement. These developments are allowed to build to codes from the 2000 IBC and 2006 IBC depending on their respective agreements.

The City currently provides building plan review and inspection services with in-house staff. There are currently two (2) full-time building department staff members maintaining the petitioner’s construction schedules. The plan reviews and inspections are done within a short period time to facilitate the customer’s needs to complete their residential and commercial projects. It is necessary to maintain short turn-around times to provide the City with a competitive advantage to encourage new development within the City. At certain times, the total number of permits issued in 2015 was 605 and 855 permits were issued in 2016. Due to limited staff and specialization, training, and licensing held by staff, the City is contracting with B&F Construction Code Services, Inc. to assist with inspections and various plan review-services.

SECTION 2. NOTICES: All notices, notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

United City of Yorkville
Attn: Bart Olson, City Administrator
800 Game Farm Rd
Yorkville, IL 60560
(630) 553-4350

B & F Construction Code Services, Inc.
Attn: Richard A. Piccolo
2420 Vantage Dr
Elgin, IL 60124
(847) 428-7010

SECTION 3. CONTRACT TERM: The term of this Agreement will begin upon the full execution of this Agreement and terminate upon thirty (30) days written notice by either party. Both parties agree to follow the termination procedure outlined in Section 10.1.

SECTION 4. FEE SCHEDULE AND PAYMENTS: The City shall pay the CONTRACTOR for the services performed or furnished, based upon the CONTRACTORS'S fees outlined in Exhibit A.

The CONTRACTOR may submit invoices for payment at the address set forth above, together with reasonable supporting documentation for services rendered, The CITY may require such additional supporting documentation as they reasonably deem necessary or desirable. Payments shall be due and owing by the CITY in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.;

SECTION 5. CONTRACTOR'S RESPONSIBILITY: CONTRACTOR shall perform the Services outlined in Exhibit A in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. All CONTRACTOR'S personnel are certified and/or licensed to provide the services that they are assigned to.

CONTRACTOR will endeavor in good faith, as needed, to obtain from the Director of Community Development or their designee their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that if such codes or standards change during the Contract Term, CONTRACTOR will be responsible for staying up to date with industry changes and current code. If additional costs are necessary to conform to such changes or interpretations during or after execution of the Services, CONTRACTOR will seek to amend this contract prior to completing additional work.

SECTION 6. CONFIDENTIALITY: CONTRACTOR agrees that it and its employees assigned to the CITY will not disclose any information learned during the performance of this Agreement relating to the business of the CITY that is, in fact, confidential including, without limitation, all proprietary information and trade secrets of the CITY for any purpose, provided, however, CONTRACTOR and its employees may disclose such information under any of the following circumstances: (1) disclosure thereof in good faith by a Consultant in connection with the performance of Services or activities pursuant to any valid Work Order; (2) disclosure which Consultant is advised by counsel is required by a court or other governmental agency or competent jurisdiction, provided that Consultant first gives the CITY written notice and an opportunity to prevent such disclosure or otherwise seek protection of such information, or (3) disclosure by Consultant of any such information or data which is generally known within the industry or available from other persons who do not have a fiduciary duty or obligation of confidentiality to the CITY.

Notwithstanding any other provision of this Agreement, the CITY acknowledges that

CONTRACTOR and its employees are active, experienced and knowledgeable about the industry in which the CITY operate, and it is impossible for CONTRACTOR and its employees to learn information relating to the business of the CITY, or acquire ideas, know-how or technical knowledge during the Term arising out of any customized applications developed by CONTRACTOR for the CITY's specific use ("Application Development"), and not have it affect their understanding of the industry in which the CITY, its competitors and customers operate, and that such understanding may affect what CONTRACTOR and its employees do in the future within the industry, and the CITY does not expect nor request that CONTRACTOR and its employees forget what they have learned from the CITY which may be confidential. CONTRACTOR and its employees' promises of nondisclosure of the information is limited to direct express disclosure, whether written or verbal, of information which is confidential, in fact, to third parties.

The parties acknowledge that the CITY is a unit of local government and that this Agreement must be approved by the CITY Council in a public meeting. The parties also agree that this Agreement is subject to the Illinois Freedom of Information Act and will be produced in response to a lawful request.

SECTION 7. 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.

SECTION 8. APPROVAL AND USE OF SUBCONTRACTORS: The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the CITY in writing. All subcontractors and subcontracts used by the Contractor shall be included on the attached disclosure and be acceptable to, and approved in advance by the CITY. The CITY's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to "Contractor" shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the Contractor to provide the Work or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.

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

SECTION 9. DATA RIGHTS/ELECTRONIC FILES: All Deliverables set forth in Exhibit A shall become the property of the CITY upon payment for the service components listed in Exhibit A.

CONTRACTOR shall bear no liability or responsibility for Deliverables that have been modified postdelivery or used for a purpose other than that for which it was prepared under this Agreement.

Electronic files to be delivered under this Agreement contain information to be used for the production of contract documents for the Project will become the property of the CITY. All documents produced during this project shall be considered Contract Documents and owned by the CITY to be reproduced if necessary.

SECTION 10. The parties hereto further mutually agree:

10.1 This Agreement may be terminated, in whole or in part, by either the CITY or the Contractor. However, no such termination may be effective unless the terminating party gives the other party (1) not less than thirty (30) calendar days written notice of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, the CONTRACTOR shall be paid for services performed to the effective date of termination. In the event of contract termination, the CITY shall receive reproducible copies of Drawings, Specifications, Reports, and other documents completed by the CONTRACTOR. In the event of an emergency or threat to the life, safety or welfare of the citizens of the CITY, the CITY shall have the right to terminate this Agreement without prior written notice.

10.2 The CONTRACTOR agrees to defend, hold harmless and indemnify the CITY and each of its officers, agents and employees from any and all liability claims, demands, liabilities, losses, damages and/or expenses including court costs and reasonable attorney's fees to the extent that such claims, losses, damages or expenses are caused by the CONTRACTORS' negligent errors, willfull acts or omissions on the part of the CONTRACTOR during the performance of this Agreement, Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the CONTRACTOR and the CITY they shall be borne by each party in proportion to its negligence.

The CITY and CONTRACTOR agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

10.3 The CONTRACTOR will provide satisfactory proof of insurance naming the CITY, together with its officers, agents, employees and engineers as additional primary, non-contributory named insureds prior to commencing work. All policies shall be written on a "per occurrence" basis. The CONTRACTOR shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the CONTRACTOR'S negligence in the performance of services under this Agreement. CONTRACTOR'S certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the CITY. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies. Failure of the Contractor to supply a valid certificate of

insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order until such time as a valid certificate of insurance is provided. Failure of the CITY to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one. The limits of liability for the insurance required by this Subsection shall not be less than the following:

Property Damage	\$1,000,000 (each accident)
Bodily Injury	\$1,000,000 (each person)
	\$1,000,000 (each accident)

Workmen's Compensation Insurance:

All Liability imposed by Workmen's Compensation statute

Employer's Liability Insurance \$2,000,000

Contractual Liability Insurance \$2,000,000

Completed Operations Insurance \$ 500,000

Owned, Hired, and Non-Ownership Vehicle Bodily Injury and Property Damage to the following Limits:

Commercial General Liability \$2,000,000 (each occurrence)

Automobile Liability \$2,000,000 combined single limit (each accident)

Umbrella Liability \$2,000,000 (each occurrence)
\$2,000,000 (aggregate)

Professional Liability \$2,000,000 (each occurrence)
\$2,000,000 (aggregate)

10.4 The CONTRACTOR is responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Specifications, Reports, and other professional services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly licensed professionals.

Contractor must have capability of retrieving plans electronically from the City and returning them after completion of their review. The shipping and packaging of all plans are paid for by the CONTRACTOR. This includes the initial plan submittal, re-submittals and returning the plans to the City when the project is complete.

10.5 Force Majeure. Whenever a period of time is provided for in this Agreement for the Contractor or the CITY to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the CITY or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts or war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

10.6. 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.

10.7. Time is of the essence with respect to each provision hereof in which time is a factor

10.8. CONTRACTOR's or CITY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

10.9 Successors and Assigns: All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

10.10 Governing Law and Jurisdiction: The CONTRACTOR and the CITY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the CONTRACTOR and the CITY arising out of this Agreement or the performance of the services shall be brought in a court of Kendall County in the State of Illinois.

10.11 Attorney's Fees: If litigation arises pursuant to this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and reasonable attorney fees paid or incurred in good faith.

10.12 Additional Items: The CITY and Contractor further agree that

A. **If the Prevailing Wage Act Applies:**

Wage Rate Requirements:

- (1) The Contract shall be based upon payment by Contractor and his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the State of Illinois, Department of Labor.
- (2) A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.
- (3) The Contractor shall maintain certified time sheets and submit to the CITY with final invoice.
- (4) The Contractor will be required to sign a Wage Rate Requirement Certification.

B. **Prevailing Wage**

Some or all of the work herein may be subject to the provisions of Prevailing Wage Act, 820 ILCS 130/0.01 et.seq., providing for the payment of prevailing rate wages to all laborers, workmen and mechanics engaged on work. The Contractor agrees that, prior to making any payments to its own laborers, workers, or mechanics or to any subcontractor it will determine whether it must legally pay wages in accordance with the Prevailing Wage Act, and if so legally required, pay the then-current prevailing rate of wage as determined by the Illinois Department of Labor and posted at:
<http://www.state.il.us/agency/idol/>.

The CITY may at any time inquire of the Contractor as to rates of wages being paid employees of the Contractor, and any subcontractor or material men, whereupon such information shall be promptly provided by the Contractor. The Contractor shall indemnify the CITY for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws.

The Contractor shall insert into each subcontract and into the project specifications for each subcontract a written stipulation requiring all laborers, workers and mechanics performing work under the contract to comply with the Prevailing Wage Act and to require each subcontractor to insert into each lower-tiered contract and into the project specification for each lower tiered subcontract a similar stipulation.

- C. **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.
- D. **Drug Free Workplace:** In compliance with Illinois law, The Contractor certifies and agrees that it will provide a drug free workplace by:
1. Publishing a Statement;
 - 2) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor’s workplace.
 - 3) Specifying the actions that will be taken against employees for violations of such prohibition.
 - 4) Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - 5) Abide by the terms of the statement; and
 - 6) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - 7) Establishing a drug free awareness program to inform employees about:
 - 8) The dangers of drug abuse in the workplace;
 - 9) The Contractor’s policy for maintaining a drug free workplace;
 - 10) Available counseling, rehabilitation, or assistance programs; and
 - 11) Penalties imposed for drug violations.
 - 12) Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
 - 13) Notifying the contracting agency within ten (10) days after receiving notice of any violations as listed above.
 - 14) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
 - 15) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.

- 16) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- 17) The Contractor will be required to sign a Drug Free Workplace Certification.

- E. **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.

10.13 Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be refined to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

10.14 This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

United City of Yorkville Administrator Date

Attest _____ Title _____

(Printed Name of Contractor)

Address Date

City State Zip Code

Signature of Authorized Representative

Title Date

WAGE RATE REQUIREMENTS CERTIFICATION [If applicable]

GENERAL

1. The Contract shall be based upon payment by Contractor and his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the State of Illinois, Department of Labor.
2. The Prevailing Wage Law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.
3. A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.
4. The Contractor shall maintain certified time sheets and submit to the City with final invoice.

(Printed Name of Contractor)

(Signature of Authorized Representative)

Address

DRUG FREE WORKPLACE CERTIFICATION

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Contractor certifies and agrees that it will provide a drug free workplace by:

Publishing a Statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.
- B. Specifying the actions that will be taken against employees for violations of such prohibition.
- C. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. 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.
- D. Establishing a Drug Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Contractor's policy for maintaining a drug free workplace;
 - 3. Available counseling, rehabilitation, or assistance programs; and
 - 4. Penalties imposed for drug violations.
- E. 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.
- F. Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- G. 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.
- H. 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.
- I. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

(Printed name of Contractor)

Address

City

State

Zip Code

Signature of Authorized Representative

Title

Date

NON-COLLUSION CERTIFICATE

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

(Printed Name of Contractor)

Address

City

State

Zip Code

Signature of Authorized Representative

Title

Date

ELIGIBLE CONTRACTOR AND SUBCONTRACTOR CERTIFICATE

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Title 3, Chapter 1, Section 12 of The City Code regarding ineligible contractors.

(Printed Name of Contractor)

Address

City

State

Zip Code

Signature of Authorized Representative

Title

Date

STATE AND FEDERAL EQUAL OPPORTUNITY EMPLOYER CERTIFICATE

The Undersigned Bidder agrees to comply with all State and Federal Equal Opportunity Employer laws.

(Printed Name of Contractor)

Address

City

State

Zip Code

Signature of Authorized Representative

Title

Date

EXHIBIT A
SCOPE OF WORK AND FEE SCHEDULE

The scope of work will include the following components:

Consulting services are available for building plan review, inspections, property maintenance inspections, department administration, assistance with zoning and planning, ordinance development and redevelopment planning. The type of projects includes: residential, mixed use and commercial projects.

All first reviews are performed in nine (9) business days from date they are received in our office and second and all subsequent reviews are performed in five (5) business days. There is no additional fee for any re-reviews.

All inspections are performed with less than twenty-four (24) hours notice. All inspections received by 4:00 PM will be performed the next business. Inspections are completed between the hours of 8:00 AM until 4:00 PM. CONTRACTOR must make special requests for specific times available as well as emergency inspections after hours. CONTRACTOR will provide contact information for after hour's personnel to conduct site visits for consultation.

There is no limit to the number of reviews or inspections which can be performed.

Single Family – Plan Review

Single Family Homes first reviews will be performed within nine (9) business days and second reviews within five (5) business days.

All fees shown below are flat fees or priced per square foot; no additional fees will be billed to the City.

Single Family Homes up to 3,200 square feet:

~~Five Hundred Sixty~~ **Six Hundred Thirty-Five** Dollars (\$635.00) per dwelling unit
(Includes building, plumbing, mechanical, energy and electrical).

Single Family Homes over 3,200 square feet:

\$0.198 per square foot (actual square footage)

(Includes building, plumbing, mechanical, energy and electrical)

Single Family Home Additions

\$0.198 per square foot (actual square footage)

(Includes building, plumbing, mechanical, energy and electrical) with a minimum fee of (\$200.00) Two Hundred Dollars.

Re-inspection fees are invoiced at the rate of Fifty-Five Dollars (\$55.00) per inspection (each discipline is considered a separate inspection and is described below).

Zoning - \$ 75.00 per lot

EXHIBIT A
SCOPE OF WORK AND FEE SCHEDULE

INSPECTIONS FOR SINGLE FAMILY HOMES ARE IN THE FOLLOWING ORDER

FOOTING FORMS - When the forms are set and before the concrete is poured.

FOUNDATION FORMS - When the forms are set and before the concrete is poured.

BACKFILL - When the concrete is poured, waterproofed, drain tile is in place and covered with gravel but before the foundation is backfilled.

PLUMBING UNDERGROUND - When piping is located between the floors or underground but before the covering is in place. Flushing of the underground shall be witnessed.

FRAMING OR STRUCTURAL - Before any drywall, plaster or interior finish is applied. Rough-in of the electrical, plumbing, ductwork must be in place before the inspection. An inspection per floor is required.

HVAC ROUGH - When piping and ductwork is installed.

ELECTRICAL ROUGH IN - When rough-in work is complete and before drywall, concrete or backfill is in place.

AIR LEAKAGE - When all roughs are complete and exterior finish is complete.

PLUMBING ROUGH IN - When rough-in work is complete.

INSULATION - When insulation is installed prior to drywall.

CONCRETE FLOOR BASEMENT - When base reinforcing is prepared and in place, and before the concrete is poured. All utilities and service equipment in the concrete must be in place before the inspection.

CONCRETE FLOOR GARAGE - When base reinforcing is prepared and in place, and before the concrete is poured. All utilities and service equipment in the concrete must be in place before the inspection.

ELECTRIC SERVICE - When meter socket and main panel are installed.

FINAL PLUMBING - When final work is complete and before the system is operational.

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FINAL HVAC - When all HVAC components are complete.

FINAL ELECTRIC - When all electrical components are complete.

FINAL BUILDING - When all Building components are complete.

EXHIBIT A
SCOPE OF WORK AND FEE SCHEDULE

Additional inspections for driveways, sidewalks, service walks, patios or decks can be performed for an additional fee.

Commercial, Industrial, Multi-Family - Plan Review

Plan review fees invoiced as shown in our current fee schedule include: Building, Mechanical, Plumbing, Electric plus any additional reviews such as Energy. This does not include engineering, storm water or special use. The fees shown for Commercial, Industrial, and multi-Family include unlimited reviews, and there is no charge for re-reviews.

Specialized Commercial and Industrial or processes: One Hundred and Fifty Dollars (\$150.00) per hour

INSPECTIONS COMMERCIAL & INDUSTRIAL (*New Construction, Additions, Existing*)

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FOOTING FORMS - When the forms are set and before the concrete is poured.

FOUNDATION FORMS - When the forms are set and before the concrete is poured.

FOUNDATION BACKFILL - When the concrete is poured, waterproofed, drain tile is in place and covered with gravel but before the foundation is backfilled.

FRAMING OR STRUCTURAL - Before any drywall, plaster or interior finish is applied. Rough in of electrical, plumbing, ductwork must be in place before the inspection. An inspection per floor is required for all uses.

HVAC ROUGH - When piping and ductwork is installed.

ELECTRICAL ROUGH IN - When rough in work is complete and before the drywall, concrete or backfill is in place.

PLUMBING ROUGH IN - When rough work is complete.

ENERGY CONSERVATION - Inspect for energy conservation as each area is completed.

ELECTRIC SERVICE - When meter socket and main panel are installed.

DRYWALL - When drywall is installed prior to the taping.

CONCRETE FLOORS - When base reinforcing is prepared and in place, and before the concrete is poured. All utilities and service equipment in the concrete must be in place before the inspection.

FINAL PLUMBING - When final work is complete and before the system is operational.

FINAL HVAC - When all HVAC components are complete.

EXHIBIT A
SCOPE OF WORK AND FEE SCHEDULE

FINAL ELECTRIC - When all electrical components are complete.

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STRUCTURAL FINAL - When all the work is completed.

OCCUPANCY - When all the work is complete and before occupancy.

Fire protection system reviews and inspections can be provided if requested.

INSPECTION FEES

All fees shown below are a per square foot building fee and no additional fees will be billed to the City.

Building	.14 per square foot
Plumbing	.04 per square foot
Mechanical	.04 per square foot
Electrical	.04 per square foot
Energy	.02 per square foot

Other Services

Miscellaneous Plan Reviews: Twenty-Five Dollars (\$25.00) per Trade - Miscellaneous Plan Review shall include sheds, decks, fences, pools, re-roofing, satellite dishes, appliance and minor plumbing installations. These inspections can be performed on site while performing inspections.

Miscellaneous Inspections: Thirty-Five Dollars (\$35.00) Per Inspection (per Trade) - Miscellaneous inspections shall include sheds, decks, fences, pools, re-roofing, satellite dishes, appliance and minor plumbing installations.)

Property Maintenance Inspections - These inspections can be performed as a separate project, respond to complaints or along with the normal inspections. The fee for property maintenance inspections are Sixty five Dollars (\$65.00) per hour. This fee does not include any court time.

Ordinance development - CONTRACTOR to provide assistance with the rewriting of existing ordinances or the development of new ordinances can be provided. This can include building, zoning, fees, property maintenance or any area where a building, zoning or planning department is involved.

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Any ordinance related to fees or services in this contract would be prepared at no charge. This includes agreements for building inspections, property maintenance inspections, zoning and planning and ordinances for building safety, zoning and fees.

Other ordinances at the rate of One Hundred Fifty Dollars (\$150.00) per hour.

EXHIBIT A
SCOPE OF WORK AND FEE SCHEDULE

The current Ordinance on the Building related codes will be reviewed and updated for no charge.

Zoning and Planning

CONTRACTOR will provide a staff member experienced in zoning and planning to assist with the zoning, planning and downtown redevelopment. This service can be customized to fit the needs of the City. It can include zoning and planning reviews for new or potential projects or assistance with long range planning.

Fees for Zoning and Planning

Single Family- Seventy-Five Dollars (\$75.00) per lot

Commercial - One Hundred Twenty Dollars (\$120.00) per 10,000 square feet of site and building floor area per review

Prices above do not include engineering, storm water or special use.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The PLEXUS Groupe LLC 21805 W Field Parkway, Ste 300 Deer Park IL 60010		CONTACT NAME: Certificates PHONE (A/C, No. Ext): (847) 307-6100 FAX (A/C, No): (847) 307-6199 E-MAIL ADDRESS: certificates@plexusgroupe.com	
INSURED B&F Construction Code Services, Inc. 2420 Vantage Dr Elgin IL 60124		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty INSURER B: Continental Insurance Company INSURER C: Ohio Casualty Insurance Company INSURER D: Hiscox INSURER E: INSURER F:	
		NAIC # 20443 35289 24074	

COVERAGES

CERTIFICATE NUMBER: 17-18 GL, AL, WC, UMB, BOND,

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6056658996	10/28/2017	10/28/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			6056659002	10/28/2017	10/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		6056659033	11/20/2017	10/28/2018	Physical Damage - ACV \$ 1,000 ded
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	6056659016	10/28/2017	10/28/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Surety Bond Plumbing			32S414423	9/30/2017	9/30/2018	Bond Limit \$20,000
D	Professional Liability			ANE1451178417	5/13/2017	5/13/2018	Limit/Retention \$2MM/\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate is issued as evidence of coverage.

CERTIFICATE HOLDER

CANCELLATION

United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W Fawcett III/LSOREN

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ACORD 25 (2014/01)

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INS025 (201401)



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

Agenda Item Number

Public Safety #1

Tracking Number

PS 2017-19

Agenda Item Summary Memo

Title: KenCom Intergovernmental Agreement and Ordinances

Meeting and Date: City Council – January 23, 2018

Synopsis: See attached informational memo and copies of the intergovernmental agreement and ordinances.

Council Action Previously Taken:

Date of Action: PS - 01/04/18 Action Taken: Moved forward to City Council agenda.

Item Number: PS 2017-19

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Chieft of Police Rich Hart Police Department
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>



Yorkville Police Department Memorandum
804 Game Farm Road
Yorkville, Illinois 60560
Telephone: 630-553-4340
Fax: 630-553-1141

Date: December 12, 2017
To: Public Safety Committee/City Council
From: Chief Rich Hart
Reference: KenCom Intergovernmental Agreement – Tyler New World Licensing and Maintenance Fees

Attached you will find copies of the Ordinances and Intergovernmental agreements with KenCom and Tyler New World. Listed below are the background, discussion, and recommendation points that Chief of Police Jeff Burgner presented to the Oswego Village Board. His memo is the direct result of meetings between the Chiefs and Command Staff of all of the departments involved in the KenCom agreements. It should be noted that the cost for Oswego are different, these are the costs for Yorkville.

Table #1 – One-Time Initial Buy-In Cost			
Qty	Description	Per Item Amount	Total
14	Tyler/New World Software Licenses for Mobile CAD	\$300	\$4,200.00
14	Permanent Mount Hardware for AVL (no annual maintenance)	\$75	\$1,050.00
14	Tyler/New World Software Licenses for Mobile In-Car Mapping	\$75	\$1,050.00
14	Third Party Software Licenses for In-Car Mapping	\$150	\$2,100.00
16	Tyler/New World Field Based Reporting Mobile/Desktop Software Licenses	\$300	\$4,800.00
16	Tyler/New World Field Based Reporting Field Investigation Mobile/Desktop Software Licenses	\$75	\$1,200.00
Grand Total One-Time Buy-In Cost			\$14,400.00

Table #2 – YPD’s Annual Maintenance Costs for the Tyler/New World products and third party software listed in Table #1 above		
Year	Period Covered	Amount
2017	July 1 st , 2017 – June 30 th , 2018	\$0
2018	July 1 st , 2018 – June 30 th , 2019	\$2,803.50
2019	July 1 st , 2019 – June 30 th , 2020	\$2,887.61
2020	July 1 st , 2020 – June 30 th , 2021	\$2,974.23
2021	July 1 st , 2021 – June 30 th , 2022	\$3,063.46
2022	July 1 st , 2022 – June 30 th , 2023	\$3,155.36
2023	July 1 st , 2023 – June 30 th , 2024	\$3,250.02
2024	July 1 st , 2024 – June 30 th , 2025	\$3,347.53
2025	July 1 st , 2025 – June 30 th , 2026	\$3,447.95
2026	July 1 st , 2026 – June 30 th , 2027	\$3,551.39

Chief Burgner’s memo:

BACKGROUND:

The Oswego Police Department has been a member agency to KenCom Public Safety Dispatch Center (KenCom) since the inception in 1992. In 1995, a Computer Aided Dispatch (CAD) software program was purchased and has been used since then with numerous upgrades along the way. KenCom has identified the need for new CAD software and funding was identified through capital budgeting within the KenCom budget.

In 2003, the Kendall County Sheriff’s Office via Kendall County and the Oswego Police Department via the Village of Oswego jointly purchased a report management system (RMS) software manufactured by New World Systems which is now owned by Tyler Technologies. The RMS software which we will now go by the name Tyler/New World for reference purposes has been upgraded many times over the years of use. Since the original purchase in 2003, Yorkville Police Department and Plano Police Department became member users of the Tyler/New World RMS software. The long term vision when the RMS software was purchased in 2003 was to eventually have it integrate through the CAD software which would assist in making data entry at the municipal level more efficient.

DISCUSSION:

When KenCom began researching new CAD software options in 2016, the member police agencies requested that KenCom consider the concept of RMS and CAD integration when researching options. During the discussions at various KenCom Operating Board and Finance Committee meetings, the concept of KenCom taking over by “Assignment” the Tyler/New World RMS contract which is currently held by Kendall County which would allow KenCom to then purchase the Tyler/New World CAD software as an upgrade to the current Tyler/New World Contract was discussed as an option. The concept of the “Assignment” of this contract went in front of the Kendall County Board for consideration and possible approval. The current Intergovernmental Agreement (IGA) between the Village of Oswego and Kendall County regarding the RMS software requires both parties to agree to any reassignment before it can become effective. Kendall County has agreed to assign the Tyler/New World RMS software to KenCom as well as allow the IGA between the Village of Oswego and Kendall County be assigned to KenCom. On June 6, 2017, the Village of Oswego Board of Trustees approved the assignment of our IGA with Kendall County to KenCom.

On May 25, 2017, the KenCom Executive Board approved the purchase of the CAD software contingent of the contract “Assignment” being approved by Kendall County and the Village of Oswego. The KenCom Executive

Board also approved accepting the “Assignment” of the IGA held currently by Kendall County and the Village of Oswego. All terms of the current IGA between the Village of Oswego and Kendall County are held by KenCom once all parties have approved the assignments. While working through the implementation of the upgrade project, two IGA documents were drafted by a committee for all member agencies to use for consistency. The two documents now known as the Tyler/New World Licensing and Maintenance IGA and the Tyler/New World Security and Operations IGA have incorporated language that works for all member agencies and will provide a consistent set of documents for members and KenCom to operate from regarding Tyler/New World software and maintenance. These two documents will now replace the existing IGA that was assigned by the Village of Oswego to KenCom on June 6, 2017 in order to have all member agencies working from the same documents.

The Tyler/New World Licensing and Maintenance IGA will cover the cost sharing of the entire system, which includes a one-time buy-in cost for all of the mobile CAD modules based on how many licenses we have and an ongoing cost sharing attachment that sets out terms for maintenance fees over the next ten years. The current cost to the Village for the one-time software purchase is \$19,725 in the FY19 Village operating budget and is not included in our current KenCom budget amount in FY18. The cost sharing agreements for RMS maintenance are split between police and fire entities (different number of entities, different modules within the systems). Generally, Montgomery pays a higher, flat contribution because they are a late-arriving partner in KenCom and Oswego pays a portion of the costs remaining after the Montgomery contribution is put towards the gross total cost. KenCom has negotiated annual maintenance costs for the RMS for 10 years. These fees include a 3% increase per year. The previous agreement included a 4% increase per year. This lower rate will be a long term savings for all law enforcement users. These known costs are shown in Exhibit A. These amounts will be included in the Village operating budget in future fiscal years. An additional outcome of this project will also result in a lower annual maintenance cost for our squad car CAD software.

Additionally; part of this overall CAD purchase project will include Montgomery Police Department becoming a Tyler/New World RMS user through KenCom. Currently Montgomery Police Department utilizes their own stand-alone version of RMS. The benefits to this integration include further expansion of information sharing within Kendall County Law Enforcement agencies under the Tyler/New World RMS. Montgomery Police Department will also be committing to a 10 year agreement for dispatch services from KenCom. This will assist in creating a more stable KenCom budget and the commitment will assist in controlling the Village of Oswego share of KenCom dispatching fees.

RECOMMENDATION:

Staff recommends upon final review of the IGA’s by the Village Attorney, that the Village Board approve (1) Resolution Authorizing an Intergovernmental Agreement Between the Village of Oswego and Kendall County Emergency and Communications Board (KenCom) – Tyler/New World Licensing Agreement and (2) Resolution Authorizing an Intergovernmental Agreement Between the Village of Oswego and Kendall County Emergency and Communications Board (KenCom) – Tyler/New World Security and Operation.

-Please see attached documents for further information.

**ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
AND KENDALL COUNTY EMERGENCY PHONE SERVICE AND
COMMUNICATIONS BOARD**

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

WHEREAS, Kendall County Emergency Phone Service and Communications Board (“Kencom”), proposes to purchase certain computer software and hardware for use by all participants in the operation of Kencom pursuant to the terms and conditions of the:

“UNITED CITY OF YORKVILLE ON BEHALF OF THE YORKVILLE POLICE DEPARTMENT AND KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD, INTERGOVERNMENTAL AGREEMENT (2018) – Tyler/New World Security and Operations Fees (the “Intergovernmental Agreement”)”

WHEREAS, the City has determined that it is in the best interest of the current and future residents of the City to enter into this Intergovernmental Agreement with Kencom in order to provide improved dispatching services for the Yorkville Police Department.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the Intergovernmental Agreement, by and between the City and the Kendall County Emergency Phone Service and Communication Board for the sharing of Tyler/New World Security and Operations Fees, in the form attached hereto and made a part hereto is hereby approved and the Mayor and City Clerk are hereby authorized to execute same.

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	_____
SEAVAR 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

**UNITED CITY OF YORKVILLE ON BEHALF OF THE YORKVILLE POLICE DEPARTMENT
AND KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD
INTERGOVERNMENTAL AGREEMENT (2018) – Tyler/New World Security and Operations**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as “Agreement”) is hereby entered into by and between the Kendall County Emergency Phone Service and Communications Board, 1100 Cornell Lane, Yorkville, Illinois, and the United City of Yorkville on behalf of the Yorkville Police Department, 804 Game Farm Road, Yorkville, Illinois 60560. For purposes of this Agreement, the Kendall County Emergency Phone Service and Communications Board and the United City of Yorkville on behalf of the Yorkville Police Department shall hereinafter collectively be referred to as “the parties”.

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, The United City Of Yorkville on behalf of the Yorkville Police Department (hereinafter referred to as “YPD”, and the Kendall County Emergency Phone Service and Communications Board (hereinafter referred to as “KenCom”), are units of local government within the meaning of Article VII, Section 10 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 55 ILCS 220/1et seq.; and

WHEREAS, KenCom has purchased and/or acquired computer software and hardware that allow for operation of the Tyler/New World software; including, but not limited to, Computer Aided Dispatch (CAD), Mobile Messaging, Field Based Reporting, Fire Records Management, Law Enforcement Records Management, Corrections Management, Photo Imaging, Data Analysis/Crime Mapping/Management Reporting and ESRI Embedded Applications, (hereinafter collectively referred to as “Tyler/New World software”); and

WHEREAS, said Tyler/New World software includes multi-jurisdictional features which allow the sharing of Tyler/New World software amongst different agencies; and

WHEREAS, KenCom will operate the Tyler/New World software on its server(s); and

WHEREAS, YPD and KenCom desire to enter into this Agreement in order to provide an arrangement which would facilitate the use of the Tyler/New World Software by YPD through the use of the server(s) operated by KenCom; and

WHEREAS, the parties to this Agreement agree that the server(s) operated by KenCom has sufficient capacity at the present time to handle the Tyler/New World computer software which Tyler/New World intends to provide to YPD; and

WHEREAS, the parties that have executed this Agreement have the requisite authority to execute this Agreement and intend by the execution of this Agreement to bind KenCom and YPD respectively to the terms of this Agreement; and

WHEREAS, the parties to this Agreement have each had ample opportunity to review this Agreement with their respective governing bodies, if any, and that this Agreement has been reviewed

**UNITED CITY OF YORKVILLE ON BEHALF OF THE YORKVILLE POLICE DEPARTMENT
AND KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD
INTERGOVERNMENTAL AGREEMENT (2018) – Tyler/New World Security and Operations**

by legal counsel for the respective agencies and approved by the respective governing bodies, if any.

WHEREAS, YPD, while using the Tyler/New World software on the KenCom server, will be bound by the terms of this Security and Operations IGA.

NOW THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. The above recitals are incorporated herein by reference.
2. This IGA will not be considered effective until both the Tyler/New World Assignment from Kendall County and Tyler/New World Licensing and Maintenance Fees IGA are signed by the parties. In the event of any conflict between the terms and conditions of this Agreement, the Tyler/New World Assignment and/or the Tyler/New World Licensing and Maintenance Fees IGA, the order of precedence shall be: first, the Assignment; then, the Tyler/New World Licensing and Maintenance Fees IGA; and then, this Agreement.
3. In the event the Tyler/New World Licensing and Maintenance Fees IGA and the Tyler/New World Assignment are not signed by the parties within six (6) months after the date the parties execute this Agreement, this Agreement shall become null and void.
4. YPD shall have the right to remove data owned by YPD from the KenCom server, but YPD is responsible for their costs incurred to remove the data. YPD will abide by terms set forth in this IGA for so long as KenCom and YPD have possession of or access to the Tyler New World software and/or records.
5. Data imported, records created and stored by a fire or police agency on the KenCom Tyler/New World server in the fire and police Records Management Software System is the property of the imputing agency.
6. YPD will be permitted to use the KenCom computer network to access KenCom's Tyler/New World server(s) owned and maintained by KenCom for the purposes of the operation of Tyler/New World software.
7. All connectivity charges including hardware, software, services and security incurred with connection with YPD's access to and operation of the Tyler/New World software on the KenCom computer network will be at the cost of YPD and will be paid directly by YPD.
8. KenCom will own and maintain the Tyler/New World server(s). KenCom will bear sole responsibility and cost for the maintenance and replacement of KenCom's hardware that operates the Tyler/New World software.
9. KenCom will arrange for all backup, data recovery and security systems in accordance with the regulations and operating procedures of KenCom approved by the Operations and Executive Boards.

**UNITED CITY OF YORKVILLE ON BEHALF OF THE YORKVILLE POLICE DEPARTMENT
AND KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD
INTERGOVERNMENTAL AGREEMENT (2018) – Tyler/New World Security and Operations**

10. KenCom and YPD will have no liability to the other for data which is damaged or lost as a result of the operation and/or failure of the Tyler New World server(s) or the KenCom computer network.
11. KenCom will arrange for scheduled system downtime for maintenance with no less than a twenty-four (24) hour confirmed notice to YPD's designee. Upon execution of this IGA, YPD will provide KenCom with the name and contact information of their designee.
12. KenCom will respond to any unscheduled downtime due to system failure or emergency situations as quickly as possible to minimize the impact to YPD. KenCom shall provide notice of the unscheduled downtime to YPD's designee as soon as practical.
13. YPD will administer all aspects of YPD's use of the Tyler/New World software including the issuance of passwords, authorizing of new users, discontinuing access of former users, assignment of security levels and all other administrative aspects of YPD's use of the Tyler/New World software.
14. KenCom nor YPD shall be responsible for responding to requests for other agency's information, whether by FOIA or any other requests. In no event shall KenCom release any of YPD's RMS records to a third party without the prior written consent of YPD unless ordered to do so by a court. In no event shall YPD release any of the KenCom CAD records to a third party without the prior written consent of KenCom unless ordered to do so by a court.
15. Each party shall hold all confidential information of the other party in trust and confidence for the party claiming confidentiality and not use such confidential information other than for the benefit of that party or the sake of the safety of other emergency responders that KenCom provides dispatch service for. The other party agrees not to disclose any such confidential information, by publication or otherwise, to any other person or organization. For purposes of this Agreement, confidential information shall include any and all information contained in the Records Management System.
16. KenCom will effectuate and keep current a signed agreement or IGA with their contracted IT provider that will allow access to the Tyler/New World server(s) or computers that operate Tyler/New World software for maintenance purposes only, that prevents IT staff from viewing data that exists on the server(s) and computers unless necessary for the purpose of maintenance and that forbids dissemination of any data that is accessed on the server(s) or computers during the course of performing maintenance.
17. The parties agree that any modification to the Agreement must be in writing and signed by authorized individuals on behalf of the undersigned parties.
18. This agreement shall not be assigned without the prior written consent of the parties. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. All terms and provisions of this Agreement shall be governed by the laws of the State of Illinois and are subject to good faith and fair dealing implied in all Illinois

**UNITED CITY OF YORKVILLE ON BEHALF OF THE YORKVILLE POLICE DEPARTMENT
AND KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD
INTERGOVERNMENTAL AGREEMENT (2018) – Tyler/New World Security and Operations**

contracts. The parties agree that the proper venue for this Agreement shall be Kendall County, Illinois. If any provision of this Agreement shall be declared or found invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from the Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

19. Any notice required or permitted to be given pursuant to this Agreement, with the exception of scheduled and unscheduled system maintenance, shall be duly given if sent by email or fax and certified mail or courier service and proof of service is received. In the case of notice to KenCom Public Safety Dispatch, send to, Attention Director, 1100 Cornell Lane, Yorkville, IL 60560, fax (630)882-8532, email KenComAdmin@co.kendall.il.us; and, in the case of notice to YPD, send to (Designee), (Title), (Address), (Fax), (Email). Notice shall be effective upon receipt by the other party.
20. Neither party will be responsible to the other for damage, loss, injury or interruption of work if the damage, loss, injury or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism and riots of war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
21. This Agreement supersedes any other prior oral agreements between the parties regarding the matters set forth in this Agreement.
22. Nothing contained in this Agreement, nor any act of the parties pursuant to this Agreement shall be deemed or constructed to create any joint employer relationship.
23. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

**UNITED CITY OF YORKVILLE ON BEHALF OF THE YORKVILLE POLICE DEPARTMENT
AND KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD
INTERGOVERNMENTAL AGREEMENT (2018) – Tyler/New World Security and Operations**

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the below date.

Kendall County Emergency Phone Service and
Communications Board

United City Of Yorkville, Illinois

Name: _____

Name: _____

Title: Chairman, KenCom Executive Board

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

**ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
AND KENDALL COUNTY EMERGENCY PHONE SERVICE AND
COMMUNICATIONS BOARD**

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

WHEREAS, Kendall County Emergency Phone Service and Communications Board (“Kencom”), proposes to purchase certain computer software and hardware for use by all participants in the operation of Kencom pursuant to the terms and conditions of the:

“UNITED CITY OF YORKVILLE ON BEHALF OF THE YORKVILLE POLICE DEPARTMENT AND KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD, INTERGOVERNMENTAL AGREEMENT (2018) – Tyler/New World Licensing and Maintenance Fees (the “Intergovernmental Agreement”)”

WHEREAS, the City has determined that it is in the best interest of the current and future residents of the City to enter into this Intergovernmental Agreement with Kencom in order to provide improved dispatching services for the Yorkville Police Department.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the Intergovernmental Agreement, by and between the City and the Kendall County Emergency Phone Service and Communication Board for the sharing of Tyler/New World Software Licensing and Maintenance Fees, in the form attached hereto and made a part hereto is hereby approved and the Mayor and City Clerk are hereby authorized to execute same.

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

**UNITED CITY OF YORKVILLE ON BEHALF OF THE YORKVILLE POLICE DEPARTMENT AND
KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD
INTERGOVERNMENTAL AGREEMENT (2018) – Tyler/New World Licensing and Maintenance Fees**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as “Agreement”) is hereby entered into by and between the Kendall County Emergency Phone Service and Communications Board, 1100 Cornell Lane, Yorkville, Illinois 60560 (hereinafter referred to as “KenCom”) and the United City Of Yorkville on behalf of the Yorkville Police Department, 804 Game Farm Road, Yorkville, Illinois 60560, (hereinafter referred to as “YPD”). For purposes of this Agreement, KenCom and YPD shall hereinafter collectively be referred to as “the parties”.

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, YPD and KenCom are units of local government within the meaning of Article VII, Section 10 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act; and

WHEREAS, KenCom has purchased and/or acquired computer software and hardware that allow for operation of the Tyler/New World software; including, but not limited to, Computer Aided Dispatch (CAD), Mobile Messaging, Field Based Reporting, Fire Records Management, Law Enforcement Records Management, Corrections Management, Photo Imaging, Data Analysis/Crime Mapping/Management Reporting and ESRI Embedded Applications, (hereinafter collectively referred to as "Tyler/New World software"); and

WHEREAS, YPD has requested KenCom to obtain on their behalf software licensing and hardware for Tyler/New World Mobile Messaging, Tyler/New World Field Based Reporting and/or the Tyler/New World Records Management System;

WHEREAS, the parties that have executed this Agreement have the requisite authority to execute this Agreement, and intend by the execution of this Agreement to bind KenCom and YPD respectively to the terms of this Agreement; and

WHEREAS, the parties to this Agreement have each had ample opportunity to review this Agreement with their respective governing bodies, if any, and that this Agreement has been reviewed by legal counsel for the respective agencies and approved by the respective governing bodies if any.

NOW THEREFORE, in consideration of the premises and mutual covenants hereafter set forth, the parties agree as follows:

- 1) The above recitals are incorporated herein by reference.
- 2) This IGA will not be considered effective until both the Tyler/New World Assignment from Kendall County and Tyler/New World Security and Operations IGA are signed by the parties. In the event of any conflict between the terms and conditions of this Agreement, the Tyler/New World Assignment, and/or the Tyler/New World Security and Operations Agreement, the order

**UNITED CITY OF YORKVILLE ON BEHALF OF THE YORKVILLE POLICE DEPARTMENT AND
KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD
INTERGOVERNMENTAL AGREEMENT (2018) – Tyler/New World Licensing and Maintenance Fees**

of precedence shall be: first, the Assignment; then, this Agreement; and then, the Tyler/New World Security and Operations Agreement.

- 3) In the event the Tyler/New World Security and Operations Agreement and the Tyler/New World Assignment are not signed by the parties within six (6) months after the date the parties execute this Agreement, this Agreement shall become null and void.
- 4) YPD agrees to reimburse KenCom for initial one-time buy-in costs for Tyler/New World products listed in Table #1 which will be invoiced by KenCom on April 1st and will be due no later than (60) days after YPD's receipt of the invoice.

Table #1 – One-Time Initial Buy-In Cost			
Qty	Description	Per Item Amount	Total
14	Tyler/New World Software Licenses for Mobile CAD	\$300	\$4,200.00
14	Permanent Mount Hardware for AVL (no annual maintenance)	\$75	\$1,050.00
14	Tyler/New World Software Licenses for Mobile In-Car Mapping	\$75	\$1,050.00
14	Third Party Software Licenses for In-Car Mapping	\$150	\$2,100.00
16	Tyler/New World Field Based Reporting Mobile/Desktop Software Licenses	\$300	\$4,800.00
16	Tyler/New World Field Based Reporting Field Investigation Mobile/Desktop Software Licenses	\$75	\$1,200.00
Grand Total One-Time Buy-In Cost			\$14,400.00

- 5) YPD agrees to reimburse KenCom within (60) days of purchase for any additional software and/or equipment procured from Tyler/New World by KenCom on behalf of YPD after the initial buy-in, provided YPD has requested in writing the additional software and/or equipment purchase.
- 6) YPD agrees to reimburse KenCom for on-going annual maintenance costs for software licensing for Tyler/New World products and Third Party Software listed in Table #1 above according to an estimated maintenance fee schedule as set forth in the following Table #2:

Table #2 – YPD's Annual Maintenance Costs for the Tyler/New World products and third party software listed in Table #1 above		
Year	Period Covered	Amount
2017	July 1 st , 2017 – June 30 th , 2018	\$0
2018	July 1 st , 2018 – June 30 th , 2019	\$2,803.50
2019	July 1 st , 2019 – June 30 th , 2020	\$2,887.61
2020	July 1 st , 2020 – June 30 th , 2021	\$2,974.23
2021	July 1 st , 2021 – June 30 th , 2022	\$3,063.46
2022	July 1 st , 2022 – June 30 th , 2023	\$3,155.36
2023	July 1 st , 2023 – June 30 th , 2024	\$3,250.02
2024	July 1 st , 2024 – June 30 th , 2025	\$3,347.53
2025	July 1 st , 2025 – June 30 th , 2026	\$3,447.95
2026	July 1 st , 2026 – June 30 th , 2027	\$3,551.39

**UNITED CITY OF YORKVILLE ON BEHALF OF THE YORKVILLE POLICE DEPARTMENT AND
KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD
INTERGOVERNMENTAL AGREEMENT (2018) – Tyler/New World Licensing and Maintenance Fees**

The parties agree the calculated annual maintenance costs set forth in Table #2 are based on the number and type of software license fees listed in Table #1 above. The parties understand and agree the estimated maintenance fee schedule set forth in Table #2 is subject to change if KenCom purchases additional Mobile and Field Based Reporting software for YPD's use, provided YPD has agreed to the additional software purchase on YPD's behalf.

- 7) Annual maintenance costs will be billed annually by KenCom on April 1st and will be due no later than (60) days after YPD's receipt of the invoice.
- 8) YPD agrees to reimburse KenCom for YPD's portion of the Tyler/New World Records Management System annual maintenance costs for a period of no less than (10) years beginning on July 1st, 2017. YPD's portion of the Tyler/New World Records Management System maintenance costs will be billed annually by KenCom on April 1st and will be due no later than (60) days after YPD's receipt of the invoice.

For purposes of this Agreement, the Records Management System includes the software listed in Attachment B – Fourth Amendment of the KenCom Tyler New World Agreement.

**** See Attachment A – Tyler/New World Law Enforcement Records Management System Cost Sharing Agreement for the agreed upon portion of the Records Management System to be paid by YPD, which is incorporated by reference herein. ****

- 9) Affected member agencies with a cost sharing agreement for Tyler/New World Records Management Software will have thirty (30) days to respond to a request for cost sharing information in regards to agencies interested in joining KenCom. If the affected member agencies fail to reach consensus within thirty (30) days, the KenCom Finance Committee will determine what the cost sharing amount will be for the new agency.
- 10) The parties agree that any modification to this Agreement must be in writing and signed by authorized individuals on behalf of the undersigned parties.
- 11) This agreement shall not be assigned without the prior written consent of the parties. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. All terms and provisions of this Agreement shall be governed by the laws of the State of Illinois and are subject to good faith and fair dealing implied in all Illinois contracts. The parties agree that the proper venue for this Agreement shall be Kendall County, Illinois. If any provision of this Agreement shall be declared or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from the Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 12) Any notice required or permitted to be given pursuant to this Agreement, with the exception of invoicing, shall be duly given if sent by email or fax and certified mail or courier service and proof of service is received. In the case of notice to KenCom Public Safety Dispatch, send to,

**UNITED CITY OF YORKVILLE ON BEHALF OF THE YORKVILLE POLICE DEPARTMENT AND
KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD
INTERGOVERNMENTAL AGREEMENT (2018) – Tyler/New World Licensing and Maintenance Fees**

Attention Director, 1100 Cornell Lane, Yorkville, IL 60560, fax (630)882-8532, email KenComAdmin@co.kendall.il.us; and, in the case of notice to YPD, send to (Designee), (Title), (Address), (Fax), (Email). Notice shall be effective upon receipt by the other party.

- 13) Neither party will be responsible to the other for damage, loss, injury or interruption of work if the damage, loss, injury or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism and riots of war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
- 14) This Agreement’s effective date is the last date of execution of the Parties. This Agreement shall be in effect for a period of two (2) years from the effective date of the Agreement and shall automatically renew each year for successive one (1) year periods, for up to eight (8) years, unless YPD gives written notice to cancel the renewal to KenCom at least ninety (90) calendar days prior to the effective date of the renewal. For purposes of calculating the renewal date, the renewal date would fall upon the same month and day of the Agreement’s effective date. Upon written notice of intent to cancel the renewal, YPD shall continue to have access to the Tyler/New World software on KenCom’s server for a period of at least eighteen (18) months from the date such notice is received. KenCom will cooperate with YPD in transferring YPD’s records and data back to YPD in working order. The costs incurred to transfer YPD’s records and data back to YPD shall be borne by YPD. Also, in the event YPD provides written notice to cancel the renewal, YPD shall be responsible for the remaining amounts set forth in this Agreement.
- 15) This Agreement supersedes any other prior oral agreements between the parties regarding the matters set forth in this Agreement.
- 16) Nothing contained in this Agreement, nor any act of the parties pursuant to this Agreement shall be deemed or constructed to create any joint employer relationship.
- 17) This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

**UNITED CITY OF YORKVILLE ON BEHALF OF THE YORKVILLE POLICE DEPARTMENT AND
KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD
INTERGOVERNMENTAL AGREEMENT (2018) – Tyler/New World Licensing and Maintenance Fees**

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the below date.

Kendall County Emergency Phone Service and
Communications Board

United City Of Yorkville, Illinois

Name: _____

Name: _____

Title: Chairman, KenCom Executive Board

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Attachment A – Tyler/New World Law Enforcement Records Management System Cost Sharing Agreement

KenCom's annual maintenance fees associated with the Tyler/New World Law Enforcement Records Management System are listed in Table #1 below. The annual maintenance costs set forth in Table #1 shall be shared among the police agency members of KenCom using the Tyler/New World Law Enforcement Records Management Systems during the year when said maintenance cost is due. The police agencies will determine the cost sharing percentages for each applicable police agency and make notification to KenCom for the purpose of invoicing. The police agencies listed in Table #2 below agree to share the total cost of the annual maintenance fees according to the amounts listed in Table #1.

Table #1 – On-Going Annual Maintenance Costs Law Enforcement Records Management System			
Year	Year	Period Covered	Total Amount
1	2017	July 1 st , 2017 – June 30 th , 2018	\$141,452
2	2018	July 1 st , 2018 – June 30 th , 2019	\$104,000
3	2019	July 1 st , 2019 – June 30 th , 2020	\$107,120
4	2020	July 1 st , 2020 – June 30 th , 2021	\$90,000
5	2021	July 1 st , 2021 – June 30 th , 2022	\$92,700
6	2022	July 1 st , 2022 – June 30 th , 2023	\$95,481
7	2023	July 1 st , 2023 – June 30 th , 2024	\$98,345
8	2024	July 1 st , 2024 – June 30 th , 2025	\$101,296
9	2025	July 1 st , 2025 – June 30 th , 2026	\$104,335
10	2026	July 1 st , 2026 – June 30 th , 2027	\$107,465

Table #2 – Cost Sharing of the Law Enforcement Records Management System		
Year	Police Agencies	Percentage Split Total Amount
2017	Montgomery Police Department (RMS + FBR)	\$76,525.00
	Kendall County Sheriff's Office (RMS)	(55% of remaining bal.) \$ 35,709.85
	Oswego Police Department (RMS)	(15% of remaining bal.) \$9,739.05
	Yorkville Police Department (RMS)	(15% of remaining bal.) \$9,739.05
	Plano Police Department (RMS)	(15% of remaining bal.) \$9,739.05
2018	Montgomery PD (RMS + FBR)	\$ 37,125.19
	Montgomery PD IT Service Cost	\$4,000.00
	Kendall County Sheriff's Office (RMS)	(55% of remaining bal.) \$36,781.15
	Oswego Police Department (RMS)	(15% of remaining bal.) \$10,031.22
	Yorkville Police Department (RMS)	(15% of remaining bal.) \$10,031.22
2019	Montgomery PD (RMS + FBR)	\$ 38,238.95
	Montgomery PD IT Service Cost	\$4,000
	Kendall County Sheriff's Office (RMS)	(55% of remaining bal.) \$37,884.57
	Oswego Police Department (RMS)	(15% of remaining bal.) \$10,332.16
	Yorkville Police Department (RMS)	(15% of remaining bal.) \$10,332.16
2020	Montgomery PD (FBR – Base Module)	\$2,065.25
	Montgomery PD (FBR – Accident Investigation)	\$1,548.94
	Montgomery PD (FBR – Demographic Profiling)	\$387.24
	Montgomery PD (IT Service Cost)	\$4,000.00
	Montgomery Police Department (RMS)	(15% of RMS Maintenance) \$12,899.78

Attachment A – Tyler/New World Law Enforcement Records Management System Cost Sharing Agreement

	Oswego Police Department (RMS)	(15% of RMS Maintenance) \$12,899.78
	Yorkville Police Department (RMS)	(15% of RMS Maintenance) \$12,899.78
	Plano Police Department (RMS)	(15% of RMS Maintenance) \$12,899.78
	Kendall County Sheriff's Office (RMS)	(40% of RMS Maintenance) \$34,399.45
2021	Montgomery PD (FBR – Base Module)	\$2,127.21
	Montgomery PD (FBR – Accident Investigation)	\$1,595.41
	Montgomery PD (FBR – Demographic Profiling)	\$398.86
	Montgomery PD (IT Service Cost)	\$4,000.00
	Montgomery Police Department (RMS)	(15% of RMS Maintenance) \$13,286.78
	Plano Police Department (RMS)	(15% of RMS Maintenance) \$13,286.78
	Oswego Police Department (RMS)	(15% of RMS Maintenance) \$13,286.78
	Yorkville Police Department (RMS)	(15% of RMS Maintenance) \$13,286.78
	Kendall County Sheriff's Office (RMS)	(40% of RMS Maintenance) \$35,431.40
2022	Montgomery PD (FBR – Base Module)	\$2,191.03
	Montgomery PD (FBR – Accident Investigation)	\$1,643.27
	Montgomery PD (FBR – Demographic Profiling)	\$410.82
	Montgomery PD (IT Service Cost)	\$4,000.00
	Montgomery Police Department (RMS)	(15% of RMS Maintenance) \$13,685.38
	Plano Police Department (RMS)	(15% of RMS Maintenance) \$13,685.38
	Oswego Police Department (RMS)	(15% of RMS Maintenance) \$13,685.38
	Yorkville Police Department (RMS)	(15% of RMS Maintenance) \$13,685.38
	Kendall County Sheriff's Office (RMS)	(40% of RMS Maintenance) \$36,494.36
2023	Montgomery PD (FBR – Base Module)	\$2,256.76
	Montgomery PD (FBR – Accident Investigation)	\$1,692.57
	Montgomery PD (FBR – Demographic Profiling)	\$423.15
	Montgomery PD (IT Service Cost)	\$4,000.00
	Montgomery Police Department (RMS)	(15% of RMS Maintenance) \$14,095.88
	Plano Police Department (RMS)	(15% of RMS Maintenance) \$14,095.88
	Oswego Police Department (RMS)	(15% of RMS Maintenance) \$14,095.88
	Yorkville Police Department (RMS)	(15% of RMS Maintenance) \$14,095.88
	Kendall County Sheriff's Office (RMS)	(40% of RMS Maintenance) \$37,589.00
2024	Montgomery PD (FBR – Base Module)	\$2,324.46
	Montgomery PD (FBR – Accident Investigation)	\$1,743.35
	Montgomery PD (FBR – Demographic Profiling)	\$435.84
	Montgomery PD (IT Service Cost)	\$4,000.00
	Montgomery Police Department (RMS)	(15% of RMS Maintenance) \$14,518.85
	Plano Police Department (RMS)	(15% of RMS Maintenance) \$14,518.85
	Oswego Police Department (RMS)	(15% of RMS Maintenance) \$14,518.85
	Yorkville Police Department (RMS)	(15% of RMS Maintenance) \$14,518.85
	Kendall County Sheriff's Office (RMS)	(40% of RMS Maintenance) \$38,716.95
2025	Montgomery PD (FBR – Base Module)	\$2,394.20
	Montgomery PD (FBR – Accident Investigation)	\$1,795.65
	Montgomery PD (FBR – Demographic Profiling)	\$448.92
	Montgomery PD (IT Service Cost)	\$4,000.00
	Montgomery Police Department (RMS)	(15% of RMS Maintenance) \$14,954.44
	Plano Police Department (RMS)	(15% of RMS Maintenance) \$14,954.44
	Oswego Police Department (RMS)	(15% of RMS Maintenance) \$14,954.44

Attachment A – Tyler/New World Law Enforcement Records Management System Cost Sharing Agreement

	Yorkville Police Department (RMS)	(15% of RMS Maintenance) \$14,954.44
	Kendall County Sheriff's Office (RMS)	(40% of RMS Maintenance) \$39,878.47
2026	Montgomery PD (FBR – Base Module)	\$2,466.02
	Montgomery PD (FBR – Accident Investigation)	\$1,849.52
	Montgomery PD (FBR – Demographic Profiling)	\$462.39
	Montgomery PD (IT Service Cost)	\$4,000.00
	Montgomery Police Department (RMS)	(15% of RMS Maintenance) \$15,403.06
	Plano Police Department (RMS)	(15% of RMS Maintenance) \$15,403.06
	Oswego Police Department (RMS)	(15% of RMS Maintenance) \$15,403.06
	Yorkville Police Department (RMS)	(15% of RMS Maintenance) \$15,403.06
	Kendall County Sheriff's Office (RMS)	(40% of RMS Maintenance) \$41,074.83

Kendall County Emergency Phone Service and
Communications Board

United City Of Yorkville, Illinois

Name: _____

Name: _____

Title: Chairman, KenCom Executive Board

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____



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

Agenda Item Number

Public Safety #2

Tracking Number

PS 2018-04

Agenda Item Summary Memo

Title: Amendment to Title 3 Chapter 9 Massage Establishments

Meeting and Date: City Council - January 23, 2018

Synopsis: Amendment to Chapter 9, Massage Establishments

Council Action Previously Taken:

Date of Action: PS – 01/04/18 Action Taken: Moved forward to City Council agenda.

Item Number: PS 2018-04

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: City Council
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: January 23, 2018
Subject: Amendment to Title 3 Chapter 9 Massage Establishments

Summary

Attached you will find the staff recommended revisions to the City's Codified Ordinance Title 3 Chapter 9 Massage Establishments. Legal has reviewed the revisions as well.

Update

At the January 4, 2018 Public Safety meeting the question was asked if language could be inserted into the proposed ordinance to prohibit massage establishments from soliciting patrons from neighboring businesses. Counsel added language to *Section 3-9-11. Conditions and Restrictions of Licenses* to explicitly prohibit solicitation by massage or bodywork establishments from distributing pamphlets, flyers, booklets, circular or brochure advertising its services on streets, sidewalks, rights-of-way, parks or any other area open to the public including entrances to businesses, offices or any building no matter its use.

Staff maintains the original recommendation for approval of the attached revision to Title 3 Chapter 9 Massage Establishments to the City's Codified Ordinances with the additional language explained above.

Background

The current version is attached for your reference. The recommended amendment includes all items necessary to adhere to the Illinois Massage Licensing Act, 225 ILCS 57/5 *et seq.* A few key revisions from the Ordinance are listed below:

- The Definitions section has been amended to add several words that have not been previously defined. Those are: *Act, Advertise, Applicant, Bodywork Establishment, Bodywork or Bodywork Services, Bodywork Provider, Compensation, Massage or Massage Services or Massage Therapy, Owner, Permit, Person, Recognized School.*
- Updated Exemptions from Licensing and Fees have been added to include: *occupational and physical therapists, State licensed physicians assistants, practical and registered nurses acting in the normal course of their medical duties under the supervision of licensed medical professionals, bodywork or massages provided by massage therapy students enrolled in a recognized school provided that such services are part of the curricular requirements of the recognized school and for which no compensation is received.*

- Updated Application section, which includes information on *the Business, the Premises, the Business Owners and Supervisors, Business Employees and Agents, Miscellaneous information, Inspections, and Information and Documentation*.
- Updated the License Fee. Currently, the fee is \$200.00, with the extra steps added, it is expected to be a more time intensive process. Staff is proposing an increase in the fee to \$500.00 for the license fee.
- Added the Background Check Fee (NEW). Currently, there is no background check fee. Staff calculated the time spent by an officer to perform the background check and the time for administration staff spent on processing the background check to come up with the new fee of fifty dollars (\$50.00).
- A Sanitation and Safety Requirements Section (NEW) has also been added. This shall be periodically inspected by a duly authorized representative of the City for safety of the structure and adequacy of plumbing, ventilation, heating, illumination and fire protection. There are also several other requirements added for the sanitation rules.
- The Issuance and Denial of Licenses has been updated to include an *inspection from the Building Inspector prior to issuance. The denial process must go with the advice and consent of the City Administrator and the Chief of Police if the requirements of the Chapter or 1 of 5 listed items have happened or are not in place.*
- Registration and Regulation of Employees and Agents have been updated to include that the *licensee, the owner(s) and any person designated by the licensee as a supervisor shall update the register and supply the updated information contained in the register to the City when the information changes. This register shall be located and available for inspection by representative of the City at all times during regular business hours.*
- A section has been added for Conditions and Restrictions of Licenses (NEW). *This includes: Separate License for each premise, Transfer of License, Minors Prohibited, Alcoholic Beverages Prohibited, Solicitations Prohibited (NEW) – no false, deception or misleading solicitation or suggestion or imply any sexual activity in connection with services, or which appear on any adult website or website or other platform with similar services or products, Hours of Operation (NEW) – no business shall be open between 10:00 pm and 6:00 am, Inspections, Residence Prohibited (NEW), Open Door during Business Hours (NEW), Open Sign (NEW), Public Access (NEW), and Effect of Revocation (NEW).*
- A Prohibited Acts and Conditions (NEW) section has been added. There are 13 items that are described in detail that are prohibited.
- An Enforcement (NEW) section has been added. *The Chief of Police, police department, and community development department shall have the authority and duty to enforce the provisions of this Chapter.*
- A Suspension without a Hearing (NEW) section has been added. *This would allow the Chief of Police, if there is reason to believe that any of the following circumstances exist, the license may be suspended upon the issuance of a written order stating the reason for the suspension without prior notice or hearing for not more than 7 days, giving the licensee an opportunity to be heard during that period. There are 3 specific reasons for the suspension without a hearing to be issued.*
- A Revocation or Suspension; Hearing Procedure; Fines and Costs (NEW) section has been added. This section outlines the procedure and fines/costs that go along with the revocation/suspension.
- A Cause for Suspension, Revocation and/or Fines (NEW) section has been added to the Chapter. Listing 12 causes for suspension, revocation and/or fines for the business.
- Added an Incorporation of the Massage Licensing Act (NEW).

Recommendation

Staff recommends approval of the attached revision to Title 3 Chapter 9 Massage Establishments to the City's Codified Ordinances.

Ordinance No. _____

**ORDINANCE AMENDING TITLE 3, CHAPTER 9 OF THE CODE OF ORDINANCES
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS**

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

WHEREAS, the City has determined that Chapter 9 of its Code of Ordinances regulating massage establishments should be amended in order to reflect current business practices within the industry all as hereinafter set forth.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that Title 3, Chapter 9 of the Code of Ordinances be deleted in the entirety and replaced with the following:

CHAPTER 9

MESSAGE ESTABLISHMENTS

3-9-1. *Definitions*

For purposes of this Chapter, the following words and phrases shall have the following meanings ascribed to them respectively:

Act: Illinois Massage Licensing Act, 225 ILCS 57/5 *et seq.*

Advertise: The issuance of any card, sign or device to any person; the causing, permitting or allowing of any sign of marking on or in any building, vehicle or structure; advertising in any newspaper, magazine, television, radio, internet streaming, blog, chat room, website or social media, any listing or advertising in any directory; or commercials broadcast by any means and any similar or equivalent communications of a person, business or establishment.

Applicant: Any person or entity seeking a bodywork establishment license. If the applicant is a sole proprietorship, the information sought to be provided shall be for the individual owner; if a partnership, by each general and each limited partner; if a joint venture, by each joint venture; if a corporation, by each officer and director, and unless the corporation's stock is publicly traded, by each shareholder owning or holding more than five percent (5%) of the outstanding stock in said corporation; if a limited liability company, by each manager and by each member owning or holding more than a five percent (5%) membership interest; if an entity is made up of one or more subentities, then the foregoing information shall be provided for each subentity. It shall also include the business manager or other person principally in charge of the operation of the business.

Bodywork Establishment: any commercial, fixed place of business where any person, firm, association, or corporation advertises, offers, engages in or carries on, or permits to be offered, engaged in or carried on, bodywork services to patrons in exchange for compensation, excluding home based bodywork providers.

Bodywork or Bodywork Services: any method of applying pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, touching or stimulating, the external parts of the body, by another individual, with the hands, any body part, or with the aid of any mechanical or electrical apparatus or appliances, with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments or similar preparations, for compensation. The definition of bodywork for purposes of this chapter is intentionally not the same and is broader than the definition of massage in the Act, and is intended to cover massage, bodywork services provided by

bodywork practitioners and similar services that fit the definition, regardless of what the services or the person providing the services is called, unless expressly excluded by this chapter.

Bodywork Provider: Any person who provides bodywork services, including licensed massage therapists.

Compensation: The payment, loan, advance, donation, contribution deposit, or gift of money or anything of value.

Conviction: A plea of guilty or nolo contendere, finding of guilty, stipulation to such a finding, jury verdict or entry of judgment either by imposing a fine in excess of \$500.00 by sentencing of any crime, including, but not limited to, convictions, preceding sentences of supervision, conditional discharge or first offender probably under the laws of any jurisdiction of the United States.

Employee: Any person over eighteen (18) years of age, other than a massage therapist or a bodywork provider, who renders any service in connection with operation of a massage establishment or a bodywork establishment and receives compensation from the owner or operation of an establishment or from its patrons.

Licensee: The owner and/or operator of a massage establishment or bodywork establishment.

Massage or Massage Services or Massage Therapy: A system of structured palpation or movement of the soft tissue of the body. The system may include, but is not limited to, techniques such as effleurage or stroking and gliding, petrissage or kneading, tapotement or percussion, friction, vibration, compression, and stretching activities as they pertain to massage therapy. These techniques may be applied by a licensed massage therapist with or without the aid of lubricants, salt or herbal preparations, hydromassage, thermal massage, or a massage device that mimics or enhances the actions possible by human hands. The purpose of the practice of massage, as licensed under this Code, is to enhance the general health and well-being of the mind and body of the recipient. "Massage" does not include the diagnosis of a specific pathology. "Massage" does not include those acts of physical therapy or therapeutic or corrective measures that are outside the scope of massage therapy practice as defined in this section.

Massage Therapist: any person who is licensed under the Act and administers massage for compensation.

Owner: an individual, if a sole proprietorship, or any of the following individuals who have a five percent (5%) or more interest in a business and/or entitled to share in five

percent (5%) or more of the profits of the business, including, but not necessarily limited to, general partners, shareholders and members, and including, but not necessarily limited to, general partners, shareholders and members, and including the individuals who have any ownership interest in any partnership, corporation, LLC or other entity that is a partner, member or shareholder of the entity in which name a business is conducted. An owner is intended to mean individuals, only, and if a business is owned by another entity, the owners for that business, for purposes of this Chapter, mean the ultimate individuals who are the owners; if a business has successive entities in ownership, the owners for purposes of this chapter shall be the individuals at the end of the chain of ownership.

Patron: Any person who receives bodywork services or massage services under such circumstances that are reasonably expected that he or she would pay money or give any other form of compensation therefore.

Permit: For purposes of this Chapter, a person permits something if the person knows or by due diligence should have known of the conduct and does not stop or prevent the conduct from happening.

Person: Any individual, partnership, firm, association, limited liability company, joint stock company, corporation or combination of individuals of whatever form or character.

Recognized School: Any school or educational institution licensed to do business as a school or educational institution in the state in which it is located, or any school recognized by or approved by or affiliated with the American Massage Therapy Association, the National Certification Board for Therapeutic Massage and Bodywork, or the Federation of State Massage Therapy Boards, and which has for its purpose the teaching of the theory, method profession, or work of massage, which school requires a resident course of study before the student shall be furnished with a diploma or certificate of graduation from such school or institution of learning following the successful completion of such course of study or learning.

Sexual or Genital Area: The genitals, pubic area, anus, or perineum of any person, or the vulva or breasts of females.

3-9-2: *Bodywork Establishment License Required:*

No person shall advertise, offer, engage in, conduct or carry on, or permit to be advertised, offered, engaged in, conducted or carried on, bodywork services or massage services in any establishment, or provide bodywork or massage services in return for compensation any establishment in the City without first having obtained an establishment license issued by the City pursuant to the provisions of this chapter for

each and every premise used for conducting or providing bodywork services or massage services for compensation.

3-9-3: Massage Therapist License Required:

No person shall provide or permit another person to provide massage therapy or massage services for compensation in any capacity in the city unless the person providing the massage therapy or massage services is a licensed massage therapist (pursuant to state guidelines) or demonstrates with appropriate proof that he or she is exempt the act.

3-9-4: Exemptions from Licensing and Fees:

A. A bodywork establishment or massage establishment license shall not be required for the premises and businesses at which all of the employees, independent contractors and agents are limited to one or more of the following exempt categories, even if the services they perform fall under the definition of bodywork:

1. Physicians, surgeons, chiropractors, osteopaths, podiatrists, naprapaths, occupational therapists or physical therapists who are duly licensed to practice their respective professions in the state and persons overseen by them in the course of such professional practice.
2. Athletic trainers for any athletic program of a private or public school, college or university or for any athletic team regularly organized and engaging in competition.
3. State licensed physician assistants, practical nurses and registered nurses acting in the normal course of their medical duties under the supervision of licensed physicians, surgeons, chiropractors, osteopaths, podiatrists, naprapaths and similar licensed medical professionals.
4. Barbers, estheticians and cosmetologists who are duly licensed under the laws of this state, except that this exemption shall apply solely to the massaging of the neck, back, face, scalp, hair, hands and feet of the customer or client for cosmetic or beautifying purposes, and provided that these services are provided to patrons who are fully clothed.
5. Hospitals, sanatoriums, nursing homes, assisted living facilities, home health agencies, hospice programs and other such programs as defined and licensed by the state under Chapter 210 of the Illinois Compiled Statutes.

6. Bodywork or massages provided by massage therapy students enrolled in a recognized school during the course of clinical externships, practicums or community services, provided that such bodywork services are part of the curricular requirements of the recognized school and for which no compensation is received.
7. Bodywork services or massages performed at the patron's premises, including the patron's place of business or residence.

The burden of proof is on the person who claims an exemption to establish by clear and convincing evidence that the exemption applies. Exemption from licensing does not mean that persons owning or working in or working for such an establishment are exempt from other provisions of this chapter.

3-9-5. Application for Bodywork Establishment License

An application shall be filed for every bodywork establishment in the City that is required to obtain a license on the form provided by the City made under oath with the payment of nonrefundable annual license fees in the amount set forth in Section 3-9-6 of this Chapter. The applicant must be 18 years old or older and the owner of the business for which the application is sought or an agent of the owner with authority to bind the owner. The application shall include consent to perform investigations of the veracity of all of the information and documentation provided, criminal background checks and fingerprinting of the persons required to be identified in the application. The cost of the criminal record check and fingerprint submissions shall be borne by the applicant.

A. *Business.* The application shall include the following information and documentation:

1. The name of the business, all assumed names under which the business is to be conducted and employer identification number of the business providing the massage or bodywork services.
2. The federal employer identification number (FEIN) and state of Illinois business tax number (IBT) of the business.
3. The type of business entity, i.e. sole proprietorship, partnership, corporation, LLC, *etc.*
4. A copy of the records that establish the current ownership of any interest in the business of five percent (5%) or greater (such as partners, shareholders, members, and if the legal owner of the business is an entity, a copy of the records that establish the individual owners of the ownership entity, and so

on until the records establishing the individual owners at the end of the chain of ownership are established.)

5. Proof that the business and all underlying entities with ownership interest of five percent (5%) or more is in good standing with the State (or other state or country) if the business is chartered by the State (such as for corporations, LLCs, limited partnerships, *etc.*) or other state or country.
6. Street addresses and names under which all of the record owners identified pursuant to Section 4 above have operated any existing or prior business(es) owned or operated within the last five (5) years under the same business entity or entities or any of the owners of the business for which the application is being filed.
7. A description of the services to be provided on the premises and whether any massage or bodywork services provided or to be provided as defined in this Chapter whether a primary or ancillary activity that will take place on the premises.
8. All telephone numbers, websites and internet addresses of the business and sample copy of the advertising of the massage or bodywork services being provided, if the business is already in operation.
9. A statement whether the business or any affiliated or predecessor business has ever had a business license of any kind denied, suspended or revoked, and the reasons therefore.

B. *Premises.* The application shall contain the following information and documentation of the premises for which a bodywork license is sought:

1. The street address, mailing address (if different) and all telephone numbers for the business where the bodywork services or massage services are or will be conducted.
2. If the premises are owed or leased,
 - a. If leased, a copy of the Lease, and any Sub-Leases, Assignments and Acceptances of such Sub-Leases or assignments in effect,
 - b. If leased, the name, address and phone number of the owner of the premises,
 - c. The name, address and phone number of the owner of the premises.
3. A drawing or floor plan of the premises designating each room by its purpose and the activity that will take place in each room.

C. *Business Owners and Supervisors.* The applications shall include the following information and documentation of the business owners, as defined in Section 3-9-1 (collectively referenced as “owners” herein), and all directors, officers, managers and persons with supervisory authority:

1. Name, gender, residential address and phone number(s), facsimile number(s), e-mail address(es), and other contact information.
2. Date of birth, place of birth, driver’s license number and social security number.
3. The previous two (2) residential addresses.
4. Photo identification issued by the federal or state government, or a subdivision or agency thereof.
5. A complete list of any aliases.
6. A statement whether the owners or any directors, officers, managers or persons with supervisory authority have ever owned, been involved with or worked for a business that has had a business license of any kind denied, suspended or revoked, and the reasons therefore.
7. A statement whether the owner or any director, officer, manager, person with supervisory authority and/or any person who has or will perform bodywork services or massage services to the applicant’s knowledge has ever been convicted of a crime, other than misdemeanor traffic violations, including the dates of convictions, nature of the crimes and place convicted, including, but not limited to: (a) any felony; and, (b) any misdemeanor, or local ordinance or code violation an essential element of which is: (i) dishonesty; (ii) illicit drugs; (iii) sexual offenses as defined in 720 Illinois Compiled Statutes 5/11-1, *et seq.*, (iv) the use of violence or force, or that is directly related to the practice of the massage or bodywork or operation of a bodywork establishment.
8. Proof that the owners and any directors, officers, managers or persons with supervisory authority are at least eighteen (18) years of age.
9. Authorization for the police to conduct criminal background checks and take fingerprints for all owners and employees with supervisory authority.
10. The name and address of any other business currently owned or operated by any owner, director, officer, manager or person with supervisory authority.

D. *Business Employees and Agents.* The applications shall include the following information and documentation of the employees and independent contractors or

agents that have been or are intended to be employed to provide massage or bodywork services:

1. The names, residential addresses and phone numbers.
 2. Photo identification issued by the federal or state government, or a subdivision or agency thereof.
 3. A copy of the state issued massage therapy licenses or state or national licenses of certifications by which authority the persons may perform the massage or bodywork or proof of exemption from the requirement of licensing or certification under Section 25 of the Act.
 4. A description of the type of massage or bodywork approach or modality that will be practiced by each employee and each independent contractor or agent who is or will be performing massage or bodywork in the premises.
- E. *Miscellaneous*. The application shall include the following additional information and documentation:
1. Proof that the bodywork establishment for which the license is being sought currently carries or has secured a commercial general liability policy and professional liability policy reflecting limits of no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for covered claims arising out of, but not limited to, bodily injury, property damage, personal and advertising injury, and contractual liability in the course of the license holder's business.
 2. Any other information and documentation that may be deemed necessary or appropriate for determination whether the criteria for obtaining a bodywork establishment license is warranted.
- F. *Owner Fingerprints*: Each owner shall provide a complete set of fingerprints, unless exempted under subsection 3-9-4B of this Chapter.
- G. *Inspections*: As a condition of the application and right to obtain a license, any person filing an application and any business for which a license is issued under this Chapter is deemed to have authorized the City, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for a license, including a background criminal check of the applicant and any of the owners and employees or agents identified in the application, and the business must allow inspections of the establishment at any time the business is advertised to be open for business and any time a business is receiving patrons for service, even if the business is not advertised as open to the public at that time. The deemed authorization and submission to investigation and inspection that accompanies the

filing of an application and issuance of a license is not intended to require or authorize the licensee, the business or its employees, independent contractors or agents to violate HIPAA, privacy laws or the privacy rights of patrons.

- H. *Information and Documentation:* All of the information and documentation to be provided with the application shall be updated and brought current at the time of annual renewal of the license, except that all information and documentation of the owners, directors, officers, managers, persons having supervisory authority, employees, independent contractors and agents of the licensee who perform bodywork services shall be updated within ten (10) days after such change occurs.

Submission of an application by a person other than the owner of the business for which a license is sought shall be deemed to have been authorized by the business and its owners once the application is approved, a license is issued and the establishment holds itself out for business to the public at the licensed premises.

3-9-6. *Terms of License; License Fees; License Renewal:*

- A. The term for licenses issued under this Chapter is for one year beginning January 1, and ending on December 31.
- B. All license fees required to be paid shall be paid at the time that the initial or renewal application is made. All applicable license fees and any other required fees, including costs of fingerprinting, shall be paid prior to the issuance of any license.
- C. The initial license fee and the annual license renewal fee for a Massage or Bodywork establishment license shall be \$500.00.
- D. In addition to the annual license fee, the applicant is also responsible to pay for the cost of fingerprinting, which is regulated by the state of Illinois. The applicant is also responsible to pay for the cost of a background check which shall be fifty dollars (\$50.00).
- E. An annual fee of fifty dollars (\$50.00) shall be paid at time of license renewal for each Employee providing massage or bodywork services.
- F. A license may be suspended or revoked for failure to pay the fees and for those grounds stated in Section 3-9-18 of this Chapter. Such suspension or revocation may be in addition to any fine imposed.
- G. In addition to the application fee, the applicant shall provide updated information for all licensed massage therapists and for all persons performing massage services who are exempt with proof of the exemption.

- H. All other information required to be provided in the initial application that has not otherwise been updated prior to the filing of the renewal application shall be updated at the time of renewal.

3-9-7. *Sanitation and Safety Requirements.*

All licensed premises shall be periodically inspected by a duly authorized representative of the City for safety of the structure and adequacy of plumbing, ventilation, heating, illumination and fire protection. In addition, the premises shall comply with the following regulations:

- A. The walls shall be clean and painted with washable, mold resistant paint in all rooms where water or steam baths are given.
- B. Floors shall be free from any accumulation of dust, dirt or refuse.
- C. The premises shall have adequate equipment for disinfecting and sanitizing non-disposable instruments and materials used in administering massages. Such non-disposable instruments and materials shall be disinfected after use on each patron. All equipment used in the bodywork establishment shall be maintained in a clean and sanitary condition.
- D. Soaps, towels, linens and laundered sheets must be provided. All such towels, linens and items for the personal use of operators and patrons shall be clean and freshly laundered after each use thereof and stored in a sanitary manner.
- E. Towels, linens and sheets shall not be used for more than one patron.
- F. All massage or bodywork services are prohibited in any cubicle, room, booth or other area within a bodywork establishment which is fitted with a door capable of being locked.
- G. Toilets, dressing room facilities, lockers, steam baths, tubs or showers, if provided, shall not be utilized by more than one patron and/or staff member at any one time.
- H. Closed cabinets shall be provided and used for the storage of clean linens, towels and other materials used in connection with administering massages. All soiled linens, towels and other materials shall be kept in properly covered containers or cabinets, which containers or cabinets shall be kept separate from the clean storage areas.

3-9-8. *Issuance and Denial of Licenses:*

- A. The City Clerk shall act to approve or deny an application for a license under this Chapter within a reasonable period of time, but in no event later than sixty (60) days from the date that the application was accepted by the City.

- B. In the case of an initial application for a massage or bodywork establishment license, the Building Code Official shall inspect the premises to be licensed to assure the proposed operation complies with all applicable laws, including the building, electrical, plumbing, health, housing, zoning, and fire codes of the City, and any other regulations of the City relating to the public health, safety and welfare. The Building Code Official shall make written verification to the City Clerk concerning compliance with the Codes and Ordinances of the City.
- C. The City Clerk, with the advice and consent of the City Administrator and the Chief of Police, shall either issue a license, or notify the applicant, in writing, that the application has been denied. The license shall be denied if the applicant fails to comply with the requirements of this Chapter or with the requirements of any other provision of this Code which is applicable to the establishment and/or activities of the applicant. In addition, no license shall be issued to any applicant if:
1. The proposed operation does not comply with all applicable laws, including, but not limited to, the building, electrical, plumbing, health, housing, zoning and fire codes of the City; or,
 2. The applicant, if an owner; or any of the officers, directors, managers or persons having supervisory authority or employees or other persons who have or will perform bodywork services in the premises of the establishment have been:
 - a. Convicted of a felony under the laws of the state of any other state, or under the federal laws of the United States, within five (5) years of the date of the application or any misdemeanor, an essential element of which is: (i) dishonesty; (ii) illicit drugs; (iii) sexual offenses as defined in 720 Illinois Compiled Statutes 5/11-1, *et seq.*; (iv) the use of violence or force, or that is directly related to the practice of the massage or bodywork;
 - b. Convicted of a violation of any provision of the Act or this Chapter.
 3. The applicant has had a bodywork business, massage therapist or similar license denied, suspended or revoked by the City, by a state or by a unit of local government; or,
 4. The applicant has knowingly made false, misleading or fraudulent statements of fact in the license application or in any document required by the City in conjunction with the license application or has knowingly withheld material information; or,
 5. The premises for which the massage or bodywork establishment license or similar license is being sought is a premises for which a massage or bodywork establishment license has been revoked at any time within the last

five (5) years, or the owner or landlord of the premises has had a bodywork establishment license or similar license revoked on the premises or any other premises owned or rented by the owner or landlord within the last five (5) years.

- D. In the event that the license is denied for failure to comply with the requirements of this Chapter, the City Clerk shall promptly notify the applicant in writing or by telephone of the reasons for the proposed denial.

3-9-9. *Display of Licenses:*

Every massage or bodywork establishment shall display at all times the establishment is open for business to the public, in a prominent place in the public reception area of the establishment, the establishment license issued pursuant to this Chapter, the licenses of all massage therapists and the licenses or certifications of all other people who perform services on patrons of the establishment.

3-9-10. *Registration and Regulation of Employees and Agents:*

- A. The licensee, the owner(s) and any person designated by the licensee as a supervisor of a licensed massage or bodywork establishment shall maintain a register of the persons who perform services at the establishment, as employees, independent contractors and other agents, including the names and residential addresses for each person along with either:
 - 1. A copy of the state massage therapy license issued by the state;
 - 2. A copy of the license or certificate issued by an organization recognized by the state as providing an exemption under the Act;
 - 3. Other proof of exemption under the Act;
 - 4. A copy of photo identification issued by the state or federal government.
- B. The licensee, the owner(s) and any person designated by the licensee as a supervisor of a licensed bodywork establishment shall update the register required by this Section and shall supply the updated information contained in the register to the City when the information changes, and no person shall be allowed to perform bodywork services on patrons at the premises who are not listed in the register or for which the updated information has not been provided to the City.
- C. The register required by this Section shall be located and available at the bodywork establishment for inspection by representatives of the City at all times during regular business hours.
- D. It shall be unlawful for any bodywork establishment to allow any person to engage in massage or bodywork services or provide massage or bodywork services in the establishment unless:
 - a. The massage license or equivalent license or certificate for that person is displayed as provided in Section 3-9-9; and

- b. The information required to be maintained by this Section is in the register is current and any updated information has been supplied to the City.

E. It shall be unlawful for any massage or bodywork establishment to allow any person to engage in any conduct that is in violation of the Act or this Chapter.

3-9-11. *Conditions and Restrictions of Licenses.*

- A. *Separate License for each Premise.* Licenses shall apply only to the premises described in the application, and the license issued thereon, and only one location shall be so described in each license.
- B. *Transfer of License.* A license shall be a purely personal privilege, effective for a period not to exceed one year after issuance unless sooner revoked as provided in this Chapter, and shall not constitute a property interest. No bodywork establishment license is transferrable, separate or divisible, and such authority as license confers shall be conferred only on the licensee named therein.
- C. *Minors Prohibited.* No establishment or person licensed under the provisions of this Chapter shall permit any person under the age of eighteen (18) to come or remain on the premises of any massage or bodywork establishment including employees and patrons unless accompanied by or with the written consent of the adult parent or legal guardian of the minor. Persons under the age of eighteen (18) may patronize the establishment only with the presence or written consent of their parent or legal guardian.
- D. *Alcoholic Beverages Prohibited.* No person shall sell, give, dispense, provide, keep, possess or consume, or cause to be sold, given dispensed, provided, kept, possessed or consumed, any alcoholic beverage on the premises of any massage or bodywork establishment without a valid liquor license, and no liquor shall be sold, offered or consumed in the rooms in which bodywork services are performed unless the room is open to the public.
- E. *Solicitations Prohibited.* No massage or bodywork establishment or person in connection therewith shall place, publish or distribute, or cause to be placed, published or distributed, any advertisement, picture, or statement in any manner and in any medium of advertisement which is known to be false, deceptive or misleading in order to induce any person to purchase or utilize any services, or which reasonably appears to suggest or imply any sexual activity in connection with services or which appear on any adult website or website or other platform that is known to advertise pornographic, sexual or similar services or products.
No massage or bodywork establishment may solicit, distribute or cause to be distributed any pamphlet, flyer, booklet, circular or brochure advertising its services on streets, sidewalks, rights-of-way, parks or any other area open to the public including entrances to businesses, offices or any building no matter its use.

- F. *Hours of Operation.* No portion of any business premises used in any way for or by a massage or bodywork establishment shall be kept open for any purpose between the hours of 10:00 p.m. and 6:00 a.m. of the following day.
- G. *Inspections.* The Chief of Police or his or her authorized representative may from time to time make an inspection of each massage or bodywork establishment and the books and records of the bodywork establishment for the purposes of determining that the provisions of this Chapter are fully complied with. It shall be unlawful for any licensee to fail to allow access to the premises for inspection or hinder an authorized City agent who is performing an inspection in any manner. This provision does not authorize or require a licensee, business or employee or agent of the business to violate HIPAA, other privacy laws or the privacy of any patron, and inspections shall be conducted in such a way as to avoid any HIPAA violations, violations of other privacy laws or violations of the personal privacy of patrons.
- H. *Residence Prohibited.* No one shall reside in a massage or bodywork establishment, and no one shall be allowed to remain overnight in the premises. This prohibition is not intended to prohibit anyone from living in a separate portion of a commercial building that is zoned and authorized for residential use or from conducting massage or bodywork services out of private residential property that is zoned for residential use and is being used in compliance with zoning laws.
- I. *Open Door during Business Hours.* The main entry to the massage or bodywork establishment, other than single rented rooms in buildings with multiple tenants that are not performing bodywork services, shall be open and unlocked all hours that the bodywork establishment is open for and doing business, including all hours that the bodywork establishment is advertised to be open for business and/or services are performed in the premises.
- J. *Open Sign.* A sign indicating the premises is open for business shall be maintained at all times that massage or bodywork services are being provided, and a sign indicating that the premises is not open for business shall be maintained at all times the premises is not open for business.
- K. *Public Access.* Every massage or bodywork establishment that operates on the first floor of a building with direct access from outside the building shall separate the area of the premises in which massage or bodywork services are performed from a public reception and/or waiting room area, and the public entrance to the establishment shall be open and unlocked during all of the hours that an establishment is open or advertised to be open to the public while massage services are being performed.
- L. *Effect of Revocation.* No massage or bodywork establishment license shall be issued to any applicant, business or any owner if the applicant, business or any

owner has had any involvement in a business to which a similar license has been revoked, and property shall be eligible for a massage or bodywork establishment license in the City if a massage or bodywork license has been revoked at any time in the previous five (5) years on that property or any other property owned or rented by the owner or landlord of that property in the City.

3-9-12. *Sale, Transfer or Sale of Establishment:*

Upon the sale, transfer or relocation of bodywork establishment, the license, therefore, shall become immediately null and void, and a new license shall be required if a successor massage or bodywork establishment is intended in the same location. Upon the death or incapacity of the licensee or any co-licensee of the massage or bodywork establishment, any heir or beneficiary of a deceased licensee, or any guardian of an heir or beneficiary of a deceased licensee, may continue the business of the bodywork establishment for a reasonable period of time not to exceed sixty (60) days to allow for the approval of a new license.

3-9-13. *Prohibited Acts and Conditions:*

- A. No person shall conduct or operate a massage or massage or bodywork establishment without first obtaining and maintaining a bodywork establishment license as required by this Chapter unless exempted by Section 3-9-3 of this Chapter.
- B. No person shall operate or conduct any bodywork establishment that does not comply with all of the terms and conditions of Section 3-9-11 of this Chapter.
- C. No person having a license under this Chapter shall operate under any name or conduct business under any designation not specified in that license or permit.
- D. No person shall advertise, promote, or refer to him or herself as a "massage therapist" as herein defined without qualifying and being licensed by the state as a massage therapist pursuant to the Act.
- E. No person or message establishment shall advertise or hold themselves out in any way, including in the signage of the premises and printed materials, using the terms "massage", "massage therapy" or "massage therapist" unless that person is massage therapist having a current license issued by the state in compliance with the Act or that establishment employs a person who is a massage therapist having a current license issued by the state in compliance with the Act; providing that this prohibition does not apply to licensed professionals who are allowed to include massage in their scope of practice.
- F. A patron's sexual and genital areas, as defined herein, must be covered by towels, sheets, cloths or similar nontransparent garments or materials when in the presence of a massage or a bodywork practitioner or employee.

- G. No person, knowingly, in a massage or bodywork establishment, shall expose or fail to conceal his or her sexual and genital parts, or any portion thereof, to any other person. It shall also be unlawful for any person, knowingly, in a massage or a bodywork establishment, to expose the sexual or genital parts, or any portion thereof, of any other person.
- H. No person, knowingly, in a massage or bodywork establishment, shall place his or her hands upon, to touch with any part of his or her body, to fondle in any manner or to massage a sexual or genital area of another person, except as authorized for a licensed massage therapist in keeping with the provisions of the Act in the treatment of post-surgery mastectomy and lymphatic drainage patients.
- I. No person shall perform or offer or agree to perform any act, whether or not for compensation in any form, which would require the touching of the patron's sexual or genital area, except as authorized for a licensed massage therapist in keeping with the provisions of the Act in the treatment of post-surgery mastectomy and lymphatic drainage patients.
- J. No massage or bodywork establishment shall obstruct the windows at the entrance, reception area or other area open to the public of the massage or bodywork establishment, and such windows shall be maintained to provide an open and clear view into the public areas of the massage or bodywork establishment.
- K. No person shall commit or permit any gratuitous sexual activity or sexual activity for payment on the premises, or the solicitation of gratuitous sexual activity or sexual activity for payment, or any procedure during the performance of services that are performed for the purpose of or is reasonably to be expected to cause sexual arousal or gratification of any person, or the trafficking of persons or controlled substances or cannabis on the premises or in connection with a massage or bodywork establishment.
- L. No licensee or business licensed under this Chapter shall knowingly hire or retain or allow massage or bodywork services to be performed on the premises by any person who has been convicted of a crime involving sexual activity, independent contractor or other agent, and no property owner or landlord shall knowingly rent to a person who has been convicted of a crime involving sexual activity or who hires or retains a person or allows bodywork services to be performed by a person who has been convicted of a crime involving sexual activity.
- M. No person shall violate any of the provisions of the Act or of this Chapter. Any act or failure to act of an employee, a person performing massage at or on behalf of a massage establishment as an independent contractor or otherwise, or an agent of the licensee with respect to the licensed business shall be deemed to be the act of the licensee. The licensee and individual committing a violation are jointly and severally liable for any fines or penalties assessed pursuant to this Chapter.

3-9-14. *Enforcement:*

The Chief of Police, police department and community development department shall have the authority and the duty to enforce the provisions of this Chapter and to delegate enforcement authority as the Chief of Police deems necessary and appropriate for the health, safety and welfare of the public.

3-9-15. *Suspension without a Hearing:*

If the Chief of Police has reason to believe that any of the following circumstances exist, a massage or a bodywork establishment license may be suspended upon the issuance of a written order stating the reason for the suspension without prior notice or hearing for not more than seven (7) days, giving the licensee an opportunity to be heard during that period; provided that, if the licensee is also engaged in another business on the licensed premises, such order shall not be applicable to the other business. A license may be suspended temporarily without hearing for the following reasons:

- A. Continued operation of the licensed premises will immediately threaten the welfare of the community;
- B. Massage or bodywork services are being performed in the premises, but no person employed by the business has a valid state massage therapy license or is validly exempted from licensing under the Act;
- C. A person who manages, supervises is employed by or was present at the massage or bodywork establishment has been arrested and charged with any criminal activity in connection with the massage or bodywork establishment or is otherwise charged with any conduct involving sexual activity.

3-9-16 *Revocation or Suspension; Hearing Procedure; Fines and Costs:*

- A. Citations or notices of violation of this Chapter shall be given to the licensee in writing, and shall include the following information:
 - 1. A summary of the alleged violations;
 - 2. The right of the licensee to a hearing and presentation of evidence in the licensee's defense;
 - 3. Setting a hearing date after notice as mandated by Title 1, Chapter 14 of the City Code;
 - 4. The right of the licensee to be represented by legal counsel;
 - 5. A finding of a violation may result in suspension or revocation of the license and/or fines;

6. If the licensee does not appear for the hearing, a determination shall be made in the licensee's absence.
- B. Citations or notices shall be given by:
1. Hand delivery to the licensee or any agent or employee of the licensee at the licensed premises, or posted on the door of the licensed premises of the massage or bodywork establishment during business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, if the door to the premises is locked and/or the premises is not open for business during those times; or,
 2. By certified and regular mail addressed to (a) the licensee or to any partner, member, shareholder or other person having at least five percent (5%) of the ownership interest in the bodywork establishment, (b) the person designated as the manager or supervisor of the premises or (c) the local registered agent at the address reflected in the application on file with the City, and any such notice shall be deemed delivered on the second day after the day it was placed in the U.S. mail. If the certified mailing is unclaimed, but the regular mailing is not returned to the City as undeliverable, the notice shall be assumed to have been received.
- C. Hearings shall be open to the public, and the licensee shall be given an opportunity to hear the charge and the testimony and evidence in support of the charge, cross examine any witnesses called in support of the charge, and present evidence, testify and witnesses in defense of the charge.
- D. The City's Hearing Officer appointed in accordance with Chapter 14 of the City Code shall preside over any hearing.
- E. Within ten (10) days after the hearing, the Hearing Officer shall issue a determination in writing and serve it on the licensee by hand delivery or mail as provided in subsection C of this section, indicating whether a violation is found to have occurred and the details of any order of suspension, revocation or fines imposed.
- F. The written determination of the Hearing Officer shall be final and appealable to the local circuit court.
- G. In addition to any suspension, revocation or fine, the Hearing Officer shall determine the costs incurred by the City for the enforcement of this Chapter and hearing, including but not limited to, attorney fees, court reporter fees, fees incurred by the City, Chief of Police and the Hearing Officer, the cost of preparing and mailing notices and orders, and all other miscellaneous expenses incurred by the City or such lesser sum as the Hearing Officer may allow, and the licensee who has been found in violation of this Chapter shall pay the costs assessed by the Hearing Officer.

- H. The licensee shall pay fines and costs to the City within thirty (30) days of notification of the fines costs by the Hearing Officer. Failure to pay such costs within thirty (30) days of notification is a violation of this Chapter and may be cause for license suspension or revocation, or the levy of a fine. A period of suspension shall not lapse if any fines or costs remain unpaid.
- I. If a massage or bodywork establishment license is revoked for any cause, no massage or bodywork establishment license shall ever be granted by the City to the owners of the business for which the license was issued or be granted for the property on which the premises was located for which the revoked license was issued, for a period of five (5) years after the date of the revocation that will allow a massage or bodywork establishment to be operated on the premises described in the revoked license unless the revocation order has been vacated by court order.

3-9-18 *Cause for Suspension, Revocation and/or Fines*

A massage or bodywork establishment license may be revoked or suspended and/or a fine may be imposed after a public hearing if it is found that:

- A. The licensee has violated any one or more of the provisions of this Chapter;
- B. Any employee of the licensee, including a massage therapist, or bodywork practitioner, has engaged in any conduct at the licensee's premises that violates any provision of this Chapter and the licensee knew or by due diligence should have known of such conduct;
- C. Any applicant for a massage or bodywork establishment license has made a false statement on the application;
- D. A licensee has refused to allow any duly authorized police officer, county law enforcement officer, local code enforcement officer or health inspector to inspect the establishment premises;
- E. The premises of the establishment are at any time not in compliance with the City building, health or fire codes;
- F. The premises of the establishment are not in compliance with any of the conditions and restrictions set forth in Sections 3-9-11 and 3-9-13 of this Chapter;
- G. The license holder has committed an act(s) of fraud or deceit in the application for license or application for renewal thereof;
- H. The license holder is engaged in the practice of massage or bodywork under a false or assumed name, or is impersonating a massage therapist of a like or different name;

- I. The license holder commits or permits an act of fraudulent, false, misleading or deceptive advertising, or prescribing medicines, drugs, or engaging in the practices of any licensed profession without legal authority therefore in connection with the establishment;
- J. The license holder commits or permits any gratuitous sexual activity or sexual activity for payment on the premises or elsewhere commits or permits the solicitation of gratuitous sexual activity or sexual activity for payment or commits or permits any procedure during the performance of services that are performed for the purpose of or is reasonably to be expected to cause sexual arousal or gratification of any person, or commits or permits the trafficking of controlled substances or cannabis on the premises or in connection with establishment;
- K. A license holder conducts or permits massage or bodywork activities in the City during a period of time when the license holder's license is suspended or the license holder reasonably should have known the massage or bodyworks activities are being conducted while the license is suspended;
- L. A license holder is delinquent in payment to the City for ad valorem taxes of any other taxes, fees or costs owed to the City.

3-9-18. *Incorporation of the Massage Licensing Act:*

All of the terms of the Illinois Massage Licensing Act are incorporated herein and adopted hereby as material components of this Chapter; the provisions of this Chapter shall be interpreted and applied in harmony with the Act; and the all of the provisions of the Act shall be enforced as provisions of the City Code except to the extent that the City is preempted by the Act in respect to the regulation of massage therapy and licensing of massage therapists.

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

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

CITY CLERK

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVER TARULIS _____

ALEX HERNANDEZ _____

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

MAYOR

Attest:

CITY CLERK

**ORDINANCE AMENDING TITLE 3, CHAPTER 9 OF THE CODE OF ORDINANCES
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS**

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

WHEREAS, the City has determined that Chapter 9 of its Code of Ordinances regulating massage establishments should be amended in order to reflect current business practices within the industry all as hereinafter set forth.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that Title 3, Chapter 9 of the Code of Ordinances be deleted in the entirety and replaced with the following:

CHAPTER 9

MESSAGE ESTABLISHMENTS

3-9-1. *Definitions*

For purposes of this Chapter, the following words and phrases shall have the following meanings ascribed to them respectively:

Act: Illinois Massage Licensing Act, 225 ILCS 57/5 *et seq.*

Advertise: The issuance of any card, sign or device to any person; the causing, permitting or allowing of any sign of marking on or in any building, vehicle or structure; advertising in any newspaper, magazine, television, radio, internet streaming, blog, chat room, website or social media, any listing or advertising in any directory; or commercials broadcast by any means and any similar or equivalent communications of a person, business or establishment.

Applicant: Any person or entity seeking a bodywork establishment license. If the applicant is a sole proprietorship, the information sought to be provided shall be for the individual owner; if a partnership, by each general and each limited partner; if a joint venture, by each joint venture; if a corporation, by each officer and director, and unless the corporation's stock is publicly traded, by each shareholder owning or holding more than five percent (5%) of the outstanding stock in said corporation; if a limited liability company, by each manager and by each member owning or holding more than a five percent (5%) membership interest; if an entity is made up of one or more subentities, then the foregoing information shall be provided for each subentity. It shall also include the business manager or other person principally in charge of the operation of the business.

Bodywork Establishment: any commercial, fixed place of business where any person, firm, association, or corporation advertises, offers, engages in or carries on, or permits to be offered, engaged in or carried on, bodywork services to patrons in exchange for compensation, excluding home based bodywork providers.

Bodywork or Bodywork Services: any method of applying pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, touching or stimulating, the external parts of the body, by another individual, with the hands, any body part, or with the aid of any mechanical or electrical apparatus or appliances, with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments or similar preparations, for compensation. The definition of bodywork for purposes of this chapter is intentionally not the same and is broader than the definition of massage in the Act, and is intended to cover massage, bodywork services provided by

bodywork practitioners and similar services that fit the definition, regardless of what the services or the person providing the services is called, unless expressly excluded by this chapter.

Bodywork Provider: Any person who provides bodywork services, including licensed massage therapists.

Compensation: The payment, loan, advance, donation, contribution deposit, or gift of money or anything of value.

Conviction: A plea of guilty or nolo contendere, finding of guilty, stipulation to such a finding, jury verdict or entry of judgment either by imposing a fine in excess of \$500.00 by sentencing of any crime, including, but not limited to, convictions, preceding sentences of supervision, conditional discharge or first offender probably under the laws of any jurisdiction of the United States.

Employee: Any person over eighteen (18) years of age, other than a massage therapist or a bodywork provider, who renders any service in connection with operation of a massage establishment or a bodywork establishment and receives compensation from the owner or operation of an establishment or from its patrons.

Licensee: The owner and/or operator of a massage establishment or bodywork establishment.

Massage or Massage Services or Massage Therapy: A system of structured palpation or movement of the soft tissue of the body. The system may include, but is not limited to, techniques such as effleurage or stroking and gliding, petrissage or kneading, tapotement or percussion, friction, vibration, compression, and stretching activities as they pertain to massage therapy. These techniques may be applied by a licensed massage therapist with or without the aid of lubricants, salt or herbal preparations, hydromassage, thermal massage, or a massage device that mimics or enhances the actions possible by human hands. The purpose of the practice of massage, as licensed under this Code, is to enhance the general health and well-being of the mind and body of the recipient. "Massage" does not include the diagnosis of a specific pathology. "Massage" does not include those acts of physical therapy or therapeutic or corrective measures that are outside the scope of massage therapy practice as defined in this section.

Massage Therapist: any person who is licensed under the Act and administers massage for compensation.

Owner: an individual, if a sole proprietorship, or any of the following individuals who have a five percent (5%) or more interest in a business and/or entitled to share in five

percent (5%) or more of the profits of the business, including, but not necessarily limited to, general partners, shareholders and members, and including, but not necessarily limited to, general partners, shareholders and members, and including the individuals who have any ownership interest in any partnership, corporation, LLC or other entity that is a partner, member or shareholder of the entity in which name a business is conducted. An owner is intended to mean individuals, only, and if a business is owned by another entity, the owners for that business, for purposes of this Chapter, mean the ultimate individuals who are the owners; if a business has successive entities in ownership, the owners for purposes of this chapter shall be the individuals at the end of the chain of ownership.

Patron: Any person who receives bodywork services or massage services under such circumstances that are reasonably expected that he or she would pay money or give any other form of compensation therefore.

Permit: For purposes of this Chapter, a person permits something if the person knows or by due diligence should have known of the conduct and does not stop or prevent the conduct from happening.

Person: Any individual, partnership, firm, association, limited liability company, joint stock company, corporation or combination of individuals of whatever form or character.

Recognized School: Any school or educational institution licensed to do business as a school or educational institution in the state in which it is located, or any school recognized by or approved by or affiliated with the American Massage Therapy Association, the National Certification Board for Therapeutic Massage and Bodywork, or the Federation of State Massage Therapy Boards, and which has for its purpose the teaching of the theory, method profession, or work of massage, which school requires a resident course of study before the student shall be furnished with a diploma or certificate of graduation from such school or institution of learning following the successful completion of such course of study or learning.

Sexual or Genital Area: The genitals, pubic area, anus, or perineum of any person, or the vulva or breasts of females.

3-9-2: *Bodywork Establishment License Required:*

No person shall advertise, offer, engage in, conduct or carry on, or permit to be advertised, offered, engaged in, conducted or carried on, bodywork services or massage services in any establishment, or provide bodywork or massage services in return for compensation any establishment in the City without first having obtained an establishment license issued by the City pursuant to the provisions of this chapter for

each and every premise used for conducting or providing bodywork services or massage services for compensation.

3-9-3: Massage Therapist License Required:

No person shall provide or permit another person to provide massage therapy or massage services for compensation in any capacity in the city unless the person providing the massage therapy or massage services is a licensed massage therapist (pursuant to state guidelines) or demonstrates with appropriate proof that he or she is exempt the act.

3-9-4: Exemptions from Licensing and Fees:

A. A bodywork establishment or massage establishment license shall not be required for the premises and businesses at which all of the employees, independent contractors and agents are limited to one or more of the following exempt categories, even if the services they perform fall under the definition of bodywork:

1. Physicians, surgeons, chiropractors, osteopaths, podiatrists, naprapaths, occupational therapists or physical therapists who are duly licensed to practice their respective professions in the state and persons overseen by them in the course of such professional practice.
2. Athletic trainers for any athletic program of a private or public school, college or university or for any athletic team regularly organized and engaging in competition.
3. State licensed physician assistants, practical nurses and registered nurses acting in the normal course of their medical duties under the supervision of licensed physicians, surgeons, chiropractors, osteopaths, podiatrists, naprapaths and similar licensed medical professionals.
4. Barbers, estheticians and cosmetologists who are duly licensed under the laws of this state, except that this exemption shall apply solely to the massaging of the neck, back, face, scalp, hair, hands and feet of the customer or client for cosmetic or beautifying purposes, and provided that these services are provided to patrons who are fully clothed.
5. Hospitals, sanatoriums, nursing homes, assisted living facilities, home health agencies, hospice programs and other such programs as defined and licensed by the state under Chapter 210 of the Illinois Compiled Statutes.

6. Bodywork or massages provided by massage therapy students enrolled in a recognized school during the course of clinical externships, practicums or community services, provided that such bodywork services are part of the curricular requirements of the recognized school and for which no compensation is received.
7. Bodywork services or massages performed at the patron's premises, including the patron's place of business or residence.

The burden of proof is on the person who claims an exemption to establish by clear and convincing evidence that the exemption applies. Exemption from licensing does not mean that persons owning or working in or working for such an establishment are exempt from other provisions of this chapter.

3-9-5. Application for Bodywork Establishment License

An application shall be filed for every bodywork establishment in the City that is required to obtain a license on the form provided by the City made under oath with the payment of nonrefundable annual license fees in the amount set forth in Section 3-9-6 of this Chapter. The applicant must be 18 years old or older and the owner of the business for which the application is sought or an agent of the owner with authority to bind the owner. The application shall include consent to perform investigations of the veracity of all of the information and documentation provided, criminal background checks and fingerprinting of the persons required to be identified in the application. The cost of the criminal record check and fingerprint submissions shall be borne by the applicant.

A. *Business.* The application shall include the following information and documentation:

1. The name of the business, all assumed names under which the business is to be conducted and employer identification number of the business providing the massage or bodywork services.
2. The federal employer identification number (FEIN) and state of Illinois business tax number (IBT) of the business.
3. The type of business entity, i.e. sole proprietorship, partnership, corporation, LLC, *etc.*
4. A copy of the records that establish the current ownership of any interest in the business of five percent (5%) or greater (such as partners, shareholders, members, and if the legal owner of the business is an entity, a copy of the records that establish the individual owners of the ownership entity, and so

on until the records establishing the individual owners at the end of the chain of ownership are established.)

5. Proof that the business and all underlying entities with ownership interest of five percent (5%) or more is in good standing with the State (or other state or country) if the business is chartered by the State (such as for corporations, LLCs, limited partnerships, *etc.*) or other state or country.
6. Street addresses and names under which all of the record owners identified pursuant to Section 4 above have operated any existing or prior business(es) owned or operated within the last five (5) years under the same business entity or entities or any of the owners of the business for which the application is being filed.
7. A description of the services to be provided on the premises and whether any massage or bodywork services provided or to be provided as defined in this Chapter whether a primary or ancillary activity that will take place on the premises.
8. All telephone numbers, websites and internet addresses of the business and sample copy of the advertising of the massage or bodywork services being provided, if the business is already in operation.
9. A statement whether the business or any affiliated or predecessor business has ever had a business license of any kind denied, suspended or revoked, and the reasons therefore.

B. *Premises.* The application shall contain the following information and documentation of the premises for which a bodywork license is sought:

1. The street address, mailing address (if different) and all telephone numbers for the business where the bodywork services or massage services are or will be conducted.
2. If the premises are owed or leased,
 - a. If leased, a copy of the Lease, and any Sub-Leases, Assignments and Acceptances of such Sub-Leases or assignments in effect,
 - b. If leased, the name, address and phone number of the owner of the premises,
 - c. The name, address and phone number of the owner of the premises.
3. A drawing or floor plan of the premises designating each room by its purpose and the activity that will take place in each room.

C. *Business Owners and Supervisors.* The applications shall include the following information and documentation of the business owners, as defined in Section 3-9-1 (collectively referenced as “owners” herein), and all directors, officers, managers and persons with supervisory authority:

1. Name, gender, residential address and phone number(s), facsimile number(s), e-mail address(es), and other contact information.
2. Date of birth, place of birth, driver’s license number and social security number.
3. The previous two (2) residential addresses.
4. Photo identification issued by the federal or state government, or a subdivision or agency thereof.
5. A complete list of any aliases.
6. A statement whether the owners or any directors, officers, managers or persons with supervisory authority have ever owned, been involved with or worked for a business that has had a business license of any kind denied, suspended or revoked, and the reasons therefore.
7. A statement whether the owner or any director, officer, manager, person with supervisory authority and/or any person who has or will perform bodywork services or massage services to the applicant’s knowledge has ever been convicted of a crime, other than misdemeanor traffic violations, including the dates of convictions, nature of the crimes and place convicted, including, but not limited to: (a) any felony; and, (b) any misdemeanor, or local ordinance or code violation an essential element of which is: (i) dishonesty; (ii) illicit drugs; (iii) sexual offenses as defined in 720 Illinois Compiled Statutes 5/11-1, *et seq.*, (iv) the use of violence or force, or that is directly related to the practice of the massage or bodywork or operation of a bodywork establishment.
8. Proof that the owners and any directors, officers, managers or persons with supervisory authority are at least eighteen (18) years of age.
9. Authorization for the police to conduct criminal background checks and take fingerprints for all owners and employees with supervisory authority.
10. The name and address of any other business currently owned or operated by any owner, director, officer, manager or person with supervisory authority.

D. *Business Employees and Agents.* The applications shall include the following information and documentation of the employees and independent contractors or

agents that have been or are intended to be employed to provide massage or bodywork services:

1. The names, residential addresses and phone numbers.
 2. Photo identification issued by the federal or state government, or a subdivision or agency thereof.
 3. A copy of the state issued massage therapy licenses or state or national licenses of certifications by which authority the persons may perform the massage or bodywork or proof of exemption from the requirement of licensing or certification under Section 25 of the Act.
 4. A description of the type of massage or bodywork approach or modality that will be practiced by each employee and each independent contractor or agent who is or will be performing massage or bodywork in the premises.
- E. *Miscellaneous*. The application shall include the following additional information and documentation:
1. Proof that the bodywork establishment for which the license is being sought currently carries or has secured a commercial general liability policy and professional liability policy reflecting limits of no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for covered claims arising out of, but not limited to, bodily injury, property damage, personal and advertising injury, and contractual liability in the course of the license holder's business.
 2. Any other information and documentation that may be deemed necessary or appropriate for determination whether the criteria for obtaining a bodywork establishment license is warranted.
- F. *Owner Fingerprints*: Each owner shall provide a complete set of fingerprints, unless exempted under subsection 3-9-4B of this Chapter.
- G. *Inspections*: As a condition of the application and right to obtain a license, any person filing an application and any business for which a license is issued under this Chapter is deemed to have authorized the City, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for a license, including a background criminal check of the applicant and any of the owners and employees or agents identified in the application, and the business must allow inspections of the establishment at any time the business is advertised to be open for business and any time a business is receiving patrons for service, even if the business is not advertised as open to the public at that time. The deemed authorization and submission to investigation and inspection that accompanies the

filing of an application and issuance of a license is not intended to require or authorize the licensee, the business or its employees, independent contractors or agents to violate HIPAA, privacy laws or the privacy rights of patrons.

- H. *Information and Documentation:* All of the information and documentation to be provided with the application shall be updated and brought current at the time of annual renewal of the license, except that all information and documentation of the owners, directors, officers, managers, persons having supervisory authority, employees, independent contractors and agents of the licensee who perform bodywork services shall be updated within ten (10) days after such change occurs.

Submission of an application by a person other than the owner of the business for which a license is sought shall be deemed to have been authorized by the business and its owners once the application is approved, a license is issued and the establishment holds itself out for business to the public at the licensed premises.

3-9-6. *Terms of License; License Fees; License Renewal:*

- A. The term for licenses issued under this Chapter is for one year beginning January 1, and ending on December 31.
- B. All license fees required to be paid shall be paid at the time that the initial or renewal application is made. All applicable license fees and any other required fees, including costs of fingerprinting, shall be paid prior to the issuance of any license.
- C. The initial license fee and the annual license renewal fee for a Massage or Bodywork establishment license shall be \$500.00.
- D. In addition to the annual license fee, the applicant is also responsible to pay for the cost of fingerprinting, which is regulated by the state of Illinois. The applicant is also responsible to pay for the cost of a background check which shall be fifty dollars (\$50.00).
- E. An annual fee of fifty dollars (\$50.00) shall be paid at time of license renewal for each Employee providing massage or bodywork services.
- F. A license may be suspended or revoked for failure to pay the fees and for those grounds stated in Section 3-9-18 of this Chapter. Such suspension or revocation may be in addition to any fine imposed.
- G. In addition to the application fee, the applicant shall provide updated information for all licensed massage therapists and for all persons performing massage services who are exempt with proof of the exemption.

- H. All other information required to be provided in the initial application that has not otherwise been updated prior to the filing of the renewal application shall be updated at the time of renewal.

3-9-7. *Sanitation and Safety Requirements.*

All licensed premises shall be periodically inspected by a duly authorized representative of the City for safety of the structure and adequacy of plumbing, ventilation, heating, illumination and fire protection. In addition, the premises shall comply with the following regulations:

- A. The walls shall be clean and painted with washable, mold resistant paint in all rooms where water or steam baths are given.
- B. Floors shall be free from any accumulation of dust, dirt or refuse.
- C. The premises shall have adequate equipment for disinfecting and sanitizing non-disposable instruments and materials used in administering massages. Such non-disposable instruments and materials shall be disinfected after use on each patron. All equipment used in the bodywork establishment shall be maintained in a clean and sanitary condition.
- D. Soaps, towels, linens and laundered sheets must be provided. All such towels, linens and items for the personal use of operators and patrons shall be clean and freshly laundered after each use thereof and stored in a sanitary manner.
- E. Towels, linens and sheets shall not be used for more than one patron.
- F. All massage or bodywork services are prohibited in any cubicle, room, booth or other area within a bodywork establishment which is fitted with a door capable of being locked.
- G. Toilets, dressing room facilities, lockers, steam baths, tubs or showers, if provided, shall not be utilized by more than one patron and/or staff member at any one time.
- H. Closed cabinets shall be provided and used for the storage of clean linens, towels and other materials used in connection with administering massages. All soiled linens, towels and other materials shall be kept in properly covered containers or cabinets, which containers or cabinets shall be kept separate from the clean storage areas.

3-9-8. *Issuance and Denial of Licenses:*

- A. The City Clerk shall act to approve or deny an application for a license under this Chapter within a reasonable period of time, but in no event later than sixty (60) days from the date that the application was accepted by the City.

- B. In the case of an initial application for a massage or bodywork establishment license, the Building Code Official shall inspect the premises to be licensed to assure the proposed operation complies with all applicable laws, including the building, electrical, plumbing, health, housing, zoning, and fire codes of the City, and any other regulations of the City relating to the public health, safety and welfare. The Building Code Official shall make written verification to the City Clerk concerning compliance with the Codes and Ordinances of the City.
- C. The City Clerk, with the advice and consent of the City Administrator and the Chief of Police, shall either issue a license, or notify the applicant, in writing, that the application has been denied. The license shall be denied if the applicant fails to comply with the requirements of this Chapter or with the requirements of any other provision of this Code which is applicable to the establishment and/or activities of the applicant. In addition, no license shall be issued to any applicant if:
1. The proposed operation does not comply with all applicable laws, including, but not limited to, the building, electrical, plumbing, health, housing, zoning and fire codes of the City; or,
 2. The applicant, if an owner; or any of the officers, directors, managers or persons having supervisory authority or employees or other persons who have or will perform bodywork services in the premises of the establishment have been:
 - a. Convicted of a felony under the laws of the state of any other state, or under the federal laws of the United States, within five (5) years of the date of the application or any misdemeanor, an essential element of which is: (i) dishonesty; (ii) illicit drugs; (iii) sexual offenses as defined in 720 Illinois Compiled Statutes 5/11-1, *et seq.*; (iv) the use of violence or force, or that is directly related to the practice of the massage or bodywork;
 - b. Convicted of a violation of any provision of the Act or this Chapter.
 3. The applicant has had a bodywork business, massage therapist or similar license denied, suspended or revoked by the City, by a state or by a unit of local government; or,
 4. The applicant has knowingly made false, misleading or fraudulent statements of fact in the license application or in any document required by the City in conjunction with the license application or has knowingly withheld material information; or,
 5. The premises for which the massage or bodywork establishment license or similar license is being sought is a premises for which a massage or bodywork establishment license has been revoked at any time within the last

five (5) years, or the owner or landlord of the premises has had a bodywork establishment license or similar license revoked on the premises or any other premises owned or rented by the owner or landlord within the last five (5) years.

- D. In the event that the license is denied for failure to comply with the requirements of this Chapter, the City Clerk shall promptly notify the applicant in writing or by telephone of the reasons for the proposed denial.

3-9-9. *Display of Licenses:*

Every massage or bodywork establishment shall display at all times the establishment is open for business to the public, in a prominent place in the public reception area of the establishment, the establishment license issued pursuant to this Chapter, the licenses of all massage therapists and the licenses or certifications of all other people who perform services on patrons of the establishment.

3-9-10. *Registration and Regulation of Employees and Agents:*

- A. The licensee, the owner(s) and any person designated by the licensee as a supervisor of a licensed massage or bodywork establishment shall maintain a register of the persons who perform services at the establishment, as employees, independent contractors and other agents, including the names and residential addresses for each person along with either:
 - 1. A copy of the state massage therapy license issued by the state;
 - 2. A copy of the license or certificate issued by an organization recognized by the state as providing an exemption under the Act;
 - 3. Other proof of exemption under the Act;
 - 4. A copy of photo identification issued by the state or federal government.
- B. The licensee, the owner(s) and any person designated by the licensee as a supervisor of a licensed bodywork establishment shall update the register required by this Section and shall supply the updated information contained in the register to the City when the information changes, and no person shall be allowed to perform bodywork services on patrons at the premises who are not listed in the register or for which the updated information has not been provided to the City.
- C. The register required by this Section shall be located and available at the bodywork establishment for inspection by representatives of the City at all times during regular business hours.
- D. It shall be unlawful for any bodywork establishment to allow any person to engage in massage or bodywork services or provide massage or bodywork services in the establishment unless:
 - a. The massage license or equivalent license or certificate for that person is displayed as provided in Section 3-9-9; and

- b. The information required to be maintained by this Section is in the register is current and any updated information has been supplied to the City.

E. It shall be unlawful for any massage or bodywork establishment to allow any person to engage in any conduct that is in violation of the Act or this Chapter.

3-9-11. *Conditions and Restrictions of Licenses.*

- A. *Separate License for each Premise.* Licenses shall apply only to the premises described in the application, and the license issued thereon, and only one location shall be so described in each license.
- B. *Transfer of License.* A license shall be a purely personal privilege, effective for a period not to exceed one year after issuance unless sooner revoked as provided in this Chapter, and shall not constitute a property interest. No bodywork establishment license is transferrable, separate or divisible, and such authority as license confers shall be conferred only on the licensee named therein.
- C. *Minors Prohibited.* No establishment or person licensed under the provisions of this Chapter shall permit any person under the age of eighteen (18) to come or remain on the premises of any massage or bodywork establishment including employees and patrons unless accompanied by or with the written consent of the adult parent or legal guardian of the minor. Persons under the age of eighteen (18) may patronize the establishment only with the presence or written consent of their parent or legal guardian.
- D. *Alcoholic Beverages Prohibited.* No person shall sell, give, dispense, provide, keep, possess or consume, or cause to be sold, given dispensed, provided, kept, possessed or consumed, any alcoholic beverage on the premises of any massage or bodywork establishment without a valid liquor license, and no liquor shall be sold, offered or consumed in the rooms in which bodywork services are performed unless the room is open to the public.
- E. *Solicitations Prohibited.* No massage or bodywork establishment or person in connection therewith shall place, publish or distribute, or cause to be placed, published or distributed, any advertisement, picture, or statement in any manner and in any medium of advertisement which is known to be false, deceptive or misleading in order to induce any person to purchase or utilize any services, or which reasonably appears to suggest or imply any sexual activity in connection with services or which appear on any adult website or website or other platform that is known to advertise pornographic, sexual or similar services or products. No massage or bodywork establishment may solicit, distribute or cause to be distributed any pamphlet, flyer, booklet, circular or brochure advertising its services on streets, sidewalks, rights-of-way, parks or any other area open to the public including entrances to businesses, offices or any building no matter its use.

- F. *Hours of Operation.* No portion of any business premises used in any way for or by a massage or bodywork establishment shall be kept open for any purpose between the hours of 10:00 p.m. and 6:00 a.m. of the following day.
- G. *Inspections.* The Chief of Police or his or her authorized representative may from time to time make an inspection of each massage or bodywork establishment and the books and records of the bodywork establishment for the purposes of determining that the provisions of this Chapter are fully complied with. It shall be unlawful for any licensee to fail to allow access to the premises for inspection or hinder an authorized City agent who is performing an inspection in any manner. This provision does not authorize or require a licensee, business or employee or agent of the business to violate HIPAA, other privacy laws or the privacy of any patron, and inspections shall be conducted in such a way as to avoid any HIPAA violations, violations of other privacy laws or violations of the personal privacy of patrons.
- H. *Residence Prohibited.* No one shall reside in a massage or bodywork establishment, and no one shall be allowed to remain overnight in the premises. This prohibition is not intended to prohibit anyone from living in a separate portion of a commercial building that is zoned and authorized for residential use or from conducting massage or bodywork services out of private residential property that is zoned for residential use and is being used in compliance with zoning laws.
- I. *Open Door during Business Hours.* The main entry to the massage or bodywork establishment, other than single rented rooms in buildings with multiple tenants that are not performing bodywork services, shall be open and unlocked all hours that the bodywork establishment is open for and doing business, including all hours that the bodywork establishment is advertised to be open for business and/or services are performed in the premises.
- J. *Open Sign.* A sign indicating the premises is open for business shall be maintained at all times that massage or bodywork services are being provided, and a sign indicating that the premises is not open for business shall be maintained at all times the premises is not open for business.
- K. *Public Access.* Every massage or bodywork establishment that operates on the first floor of a building with direct access from outside the building shall separate the area of the premises in which massage or bodywork services are performed from a public reception and/or waiting room area, and the public entrance to the establishment shall be open and unlocked during all of the hours that an establishment is open or advertised to be open to the public while massage services are being performed.
- L. *Effect of Revocation.* No massage or bodywork establishment license shall be issued to any applicant, business or any owner if the applicant, business or any

owner has had any involvement in a business to which a similar license has been revoked, and property shall be eligible for a massage or bodywork establishment license in the City if a massage or bodywork license has been revoked at any time in the previous five (5) years on that property or any other property owned or rented by the owner or landlord of that property in the City.

3-9-12. *Sale, Transfer or Sale of Establishment:*

Upon the sale, transfer or relocation of bodywork establishment, the license, therefore, shall become immediately null and void, and a new license shall be required if a successor massage or bodywork establishment is intended in the same location. Upon the death or incapacity of the licensee or any co-licensee of the massage or bodywork establishment, any heir or beneficiary of a deceased licensee, or any guardian of an heir or beneficiary of a deceased licensee, may continue the business of the bodywork establishment for a reasonable period of time not to exceed sixty (60) days to allow for the approval of a new license.

3-9-13. *Prohibited Acts and Conditions:*

- A. No person shall conduct or operate a massage or massage or bodywork establishment without first obtaining and maintaining a bodywork establishment license as required by this Chapter unless exempted by Section 3-9-3 of this Chapter.
- B. No person shall operate or conduct any bodywork establishment that does not comply with all of the terms and conditions of Section 3-9-11 of this Chapter.
- C. No person having a license under this Chapter shall operate under any name or conduct business under any designation not specified in that license or permit.
- D. No person shall advertise, promote, or refer to him or herself as a "massage therapist" as herein defined without qualifying and being licensed by the state as a massage therapist pursuant to the Act.
- E. No person or message establishment shall advertise or hold themselves out in any way, including in the signage of the premises and printed materials, using the terms "massage", "massage therapy" or "massage therapist" unless that person is massage therapist having a current license issued by the state in compliance with the Act or that establishment employs a person who is a massage therapist having a current license issued by the state in compliance with the Act; providing that this prohibition does not apply to licensed professionals who are allowed to include massage in their scope of practice.
- F. A patron's sexual and genital areas, as defined herein, must be covered by towels, sheets, cloths or similar nontransparent garments or materials when in the presence of a massage or a bodywork practitioner or employee.

- G. No person, knowingly, in a massage or bodywork establishment, shall expose or fail to conceal his or her sexual and genital parts, or any portion thereof, to any other person. It shall also be unlawful for any person, knowingly, in a massage or a bodywork establishment, to expose the sexual or genital parts, or any portion thereof, of any other person.
- H. No person, knowingly, in a massage or bodywork establishment, shall place his or her hands upon, to touch with any part of his or her body, to fondle in any manner or to massage a sexual or genital area of another person, except as authorized for a licensed massage therapist in keeping with the provisions of the Act in the treatment of post-surgery mastectomy and lymphatic drainage patients.
- I. No person shall perform or offer or agree to perform any act, whether or not for compensation in any form, which would require the touching of the patron's sexual or genital area, except as authorized for a licensed massage therapist in keeping with the provisions of the Act in the treatment of post-surgery mastectomy and lymphatic drainage patients.
- J. No massage or bodywork establishment shall obstruct the windows at the entrance, reception area or other area open to the public of the massage or bodywork establishment, and such windows shall be maintained to provide an open and clear view into the public areas of the massage or bodywork establishment.
- K. No person shall commit or permit any gratuitous sexual activity or sexual activity for payment on the premises, or the solicitation of gratuitous sexual activity or sexual activity for payment, or any procedure during the performance of services that are performed for the purpose of or is reasonably to be expected to cause sexual arousal or gratification of any person, or the trafficking of persons or controlled substances or cannabis on the premises or in connection with a massage or bodywork establishment.
- L. No licensee or business licensed under this Chapter shall knowingly hire or retain or allow massage or bodywork services to be performed on the premises by any person who has been convicted of a crime involving sexual activity, independent contractor or other agent, and no property owner or landlord shall knowingly rent to a person who has been convicted of a crime involving sexual activity or who hires or retains a person or allows bodywork services to be performed by a person who has been convicted of a crime involving sexual activity.
- M. No person shall violate any of the provisions of the Act or of this Chapter. Any act or failure to act of an employee, a person performing massage at or on behalf of a massage establishment as an independent contractor or otherwise, or an agent of the licensee with respect to the licensed business shall be deemed to be the act of the licensee. The licensee and individual committing a violation are jointly and severally liable for any fines or penalties assessed pursuant to this Chapter.

3-9-14. *Enforcement:*

The Chief of Police, police department and community development department shall have the authority and the duty to enforce the provisions of this Chapter and to delegate enforcement authority as the Chief of Police deems necessary and appropriate for the health, safety and welfare of the public.

3-9-15. *Suspension without a Hearing:*

If the Chief of Police has reason to believe that any of the following circumstances exist, a massage or a bodywork establishment license may be suspended upon the issuance of a written order stating the reason for the suspension without prior notice or hearing for not more than seven (7) days, giving the licensee an opportunity to be heard during that period; provided that, if the licensee is also engaged in another business on the licensed premises, such order shall not be applicable to the other business. A license may be suspended temporarily without hearing for the following reasons:

- A. Continued operation of the licensed premises will immediately threaten the welfare of the community;
- B. Massage or bodywork services are being performed in the premises, but no person employed by the business has a valid state massage therapy license or is validly exempted from licensing under the Act;
- C. A person who manages, supervises is employed by or was present at the massage or bodywork establishment has been arrested and charged with any criminal activity in connection with the massage or bodywork establishment or is otherwise charged with any conduct involving sexual activity.

3-9-16 *Revocation or Suspension; Hearing Procedure; Fines and Costs:*

- A. Citations or notices of violation of this Chapter shall be given to the licensee in writing, and shall include the following information:
 - 1. A summary of the alleged violations;
 - 2. The right of the licensee to a hearing and presentation of evidence in the licensee's defense;
 - 3. Setting a hearing date after notice as mandated by Title 1, Chapter 14 of the City Code;
 - 4. The right of the licensee to be represented by legal counsel;
 - 5. A finding of a violation may result in suspension or revocation of the license and/or fines;

6. If the licensee does not appear for the hearing, a determination shall be made in the licensee's absence.
- B. Citations or notices shall be given by:
1. Hand delivery to the licensee or any agent or employee of the licensee at the licensed premises, or posted on the door of the licensed premises of the massage or bodywork establishment during business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, if the door to the premises is locked and/or the premises is not open for business during those times; or,
 2. By certified and regular mail addressed to (a) the licensee or to any partner, member, shareholder or other person having at least five percent (5%) of the ownership interest in the bodywork establishment, (b) the person designated as the manager or supervisor of the premises or (c) the local registered agent at the address reflected in the application on file with the City, and any such notice shall be deemed delivered on the second day after the day it was placed in the U.S. mail. If the certified mailing is unclaimed, but the regular mailing is not returned to the City as undeliverable, the notice shall be assumed to have been received.
- C. Hearings shall be open to the public, and the licensee shall be given an opportunity to hear the charge and the testimony and evidence in support of the charge, cross examine any witnesses called in support of the charge, and present evidence, testify and witnesses in defense of the charge.
- D. The City's Hearing Officer appointed in accordance with Chapter 14 of the City Code shall preside over any hearing.
- E. Within ten (10) days after the hearing, the Hearing Officer shall issue a determination in writing and serve it on the licensee by hand delivery or mail as provided in subsection C of this section, indicating whether a violation is found to have occurred and the details of any order of suspension, revocation or fines imposed.
- F. The written determination of the Hearing Officer shall be final and appealable to the local circuit court.
- G. In addition to any suspension, revocation or fine, the Hearing Officer shall determine the costs incurred by the City for the enforcement of this Chapter and hearing, including but not limited to, attorney fees, court reporter fees, fees incurred by the City, Chief of Police and the Hearing Officer, the cost of preparing and mailing notices and orders, and all other miscellaneous expenses incurred by the City or such lesser sum as the Hearing Officer may allow, and the licensee who has been found in violation of this Chapter shall pay the costs assessed by the Hearing Officer.

- H. The licensee shall pay fines and costs to the City within thirty (30) days of notification of the fines costs by the Hearing Officer. Failure to pay such costs within thirty (30) days of notification is a violation of this Chapter and may be cause for license suspension or revocation, or the levy of a fine. A period of suspension shall not lapse if any fines or costs remain unpaid.
- I. If a massage or bodywork establishment license is revoked for any cause, no massage or bodywork establishment license shall ever be granted by the City to the owners of the business for which the license was issued or be granted for the property on which the premises was located for which the revoked license was issued, for a period of five (5) years after the date of the revocation that will allow a massage or bodywork establishment to be operated on the premises described in the revoked license unless the revocation order has been vacated by court order.

3-9-18 *Cause for Suspension, Revocation and/or Fines*

A massage or bodywork establishment license may be revoked or suspended and/or a fine may be imposed after a public hearing if it is found that:

- A. The licensee has violated any one or more of the provisions of this Chapter;
- B. Any employee of the licensee, including a massage therapist, or bodywork practitioner, has engaged in any conduct at the licensee's premises that violates any provision of this Chapter and the licensee knew or by due diligence should have known of such conduct;
- C. Any applicant for a massage or bodywork establishment license has made a false statement on the application;
- D. A licensee has refused to allow any duly authorized police officer, county law enforcement officer, local code enforcement officer or health inspector to inspect the establishment premises;
- E. The premises of the establishment are at any time not in compliance with the City building, health or fire codes;
- F. The premises of the establishment are not in compliance with any of the conditions and restrictions set forth in Sections 3-9-11 and 3-9-13 of this Chapter;
- G. The license holder has committed an act(s) of fraud or deceit in the application for license or application for renewal thereof;
- H. The license holder is engaged in the practice of massage or bodywork under a false or assumed name, or is impersonating a massage therapist of a like or different name;

- I. The license holder commits or permits an act of fraudulent, false, misleading or deceptive advertising, or prescribing medicines, drugs, or engaging in the practices of any licensed profession without legal authority therefore in connection with the establishment;
- J. The license holder commits or permits any gratuitous sexual activity or sexual activity for payment on the premises or elsewhere commits or permits the solicitation of gratuitous sexual activity or sexual activity for payment or commits or permits any procedure during the performance of services that are performed for the purpose of or is reasonably to be expected to cause sexual arousal or gratification of any person, or commits or permits the trafficking of controlled substances or cannabis on the premises or in connection with establishment;
- K. A license holder conducts or permits massage or bodywork activities in the City during a period of time when the license holder's license is suspended or the license holder reasonably should have known the massage or bodyworks activities are being conducted while the license is suspended;
- L. A license holder is delinquent in payment to the City for ad valorem taxes of any other taxes, fees or costs owed to the City.

3-9-18. *Incorporation of the Massage Licensing Act:*

All of the terms of the Illinois Massage Licensing Act are incorporated herein and adopted hereby as material components of this Chapter; the provisions of this Chapter shall be interpreted and applied in harmony with the Act; and the all of the provisions of the Act shall be enforced as provisions of the City Code except to the extent that the City is preempted by the Act in respect to the regulation of massage therapy and licensing of massage therapists.

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

Chapter 9

MESSAGE ESTABLISHMENTS

3-9-1: DEFINITIONS:

For purposes of this chapter, the following words and phrases shall have the following meanings ascribed to them respectively:

APPROVED MESSAGE SCHOOL: A facility as defined in section 10 of the message licensing act¹.

EMPLOYEE: Any person over eighteen (18) years of age, other than a massagist, who renders any service in connection with the operation of a message business and receives compensation from the operator of the business or patrons.

LICENSEE: The person to whom a license has been issued to own or operate a message establishment.

MESSAGE: Message or message therapy as defined in section 10 of the message licensing act².

MESSAGE ESTABLISHMENT: Any establishment having a source of income or compensation derived from the practice of "message" as defined in this section and which has a fixed place of business where any person, firm, association or corporation engages in or carries on any of the activities as defined in this section.

MESSAGE THERAPIST: A person as defined in section 10 of the message licensing act³ and may be described in this chapter as massagist, masseur or masseuse.

PATRON: Any person who receives a message under such circumstances that it is reasonably expected that he or she will pay money or give any other consideration therefor.

SEXUAL OR GENITAL AREA: Genitals, pubic area, buttocks, anus, or perineum of any person, or the vulva or breasts of a female. (Ord. 2014-19, 5-13-2014)

3-9-2: LICENSE REQUIRED:

A. Business License Required: No person shall engage in or carry out the business of message for compensation unless he/she has a valid message establishment business

license issued by the city for each and every separate office or place of business conducted by such person.

- B. Massage Therapist Requirements: No person shall engage in massage for compensation unless he/she has a valid license issued by the massage licensing board of the department of financial and professional regulation. (Ord. 2014-19, 5-13-2014)

3-9-3: EXEMPTIONS:

The licensing requirements of this chapter shall not be applicable to:

- A. Hospitals, nursing homes and persons holding an unrevoked certificate to practice the healing arts under the laws of the Illinois department of professional regulation, including, but not limited to, chiropractors, naprapaths, nurses, occupational therapists, physical therapists and physicians.
- B. Any barber, cosmetologist or nail technician lawfully carrying on their respective business to the extent authorized under a valid unrevoked license or certificate or registration issued by the state. Provided, this exemption is only intended to permit normal and customary barber, cosmetologist or nail technician services which involve incidental physical contact, such as scalp rubs and facials, which otherwise qualify as massage activities. This exemption is not intended to include, and does not permit, general massage activities as part of any barber, cosmetologist or nail technician business beyond that authorized by the state license or certification.
- C. Any state registered athletic trainer who administers such athletic related massage in the normal course of training duties.
- D. A business which employs or includes not more than one massage therapist shall not be required to apply for or obtain a massage establishment license. Such exempt business must be located in a structure which contains no more than one room where massage activities are performed. Except for businesses which operate separate and distinct hours of operation, such exempt businesses must also be the sole massage activity within such structure. Under no circumstances shall more than two (2) exempt businesses be permitted in any structure. Provided further, a state massage therapist's license shall be required for the individual massage therapist performing massage activities in such exempted business.

- E. Where massage services are actually performed at the patron's premises, including the patron's place of business or residence, a massage therapy clinic license shall not be required for such patron's premises. However, a state massage therapist's license shall be required for the massage therapist performing massage activities in such patron's premises. (Ord. 2014-19, 5-13-2014)

3-9-4: APPLICATION FOR MASSAGE ESTABLISHMENT LICENSE:

- A. An application for a license required by this chapter shall be made in writing under oath to the city clerk on a form prescribed by the city clerk. All references to the city clerk in this chapter shall be deemed to include the city clerk or his or her authorized designee. Each application shall include, but not be limited to, the following information:
1. The name of the individual, partnership, corporation or association applying for a license.
 2. The residence, phone number, date of birth and driver's license number of the applicant or partners; or, if a corporation or association, the residence, phone number and driver's license number of the officers and all shareholders owning more than five percent (5%) of the outstanding shares of stock.
 3. The location for which the license is requested.
 4. Whether the applicant, its partners, officers or listed shareholders have been convicted of any criminal offense or ordinance violation (other than traffic or parking offenses) in any jurisdiction and, if so, a list of such convictions with date and prosecuting jurisdiction.
 5. Such information as required by the chief of police in order to conduct a criminal history background investigation on the applicant, its partners, officers or listed shareholders owning more than five percent (5%) of the outstanding shares of stock.
 6. Whether the applicant, its partners, officers or listed shareholders have held a license or had an interest in a license issued by the city or any other jurisdiction regulating the purchase or sale of used property revoked for cause, and, if so, list the date of revocation and jurisdiction.
 7. A statement whether the applicant has made application for a similar or other license on premises other than described in the application, and the disposition of such application.

- B. The applicant for a massage establishment license required by this chapter shall pay the city clerk at the time of filing an application, a license fee of two hundred dollars (\$200.00) per calendar year. If at the time application is made for a license and less than six (6) months of the current license year shall have expired, the full license fee shall be charged. If more than six (6) months of such current year shall have expired, a license fee of one-half ($\frac{1}{2}$) the full fee shall be charged.
- C. Each applicant shall be required to submit to fingerprinting by the police department in connection with the application for a license. The applicant shall pay the fee as set by the Illinois state police for fingerprint submissions.
- D. Upon receipt of an application for a license under this chapter, the city clerk shall cause a copy thereof to be sent to the chief of police and the community development director, both of whom shall report back to the city clerk in thirty (30) days whether the applicant is in accordance with applicable city codes. The investigation by the chief of police shall include, but not be limited to, conducting a criminal history background investigation on the applicant, its partners, officers or listed shareholders owning more than five percent (5%) of the outstanding shares of stock. (Ord. 2014-19, 5-13-2014)

3-9-5: ISSUANCE OF LICENSE FOR ESTABLISHMENT:

Upon approval of the chief of police and community development director, the city clerk shall issue a license for a massage establishment if all requirements for a massage establishment described in this chapter are met unless it finds:

- A. The correct license fees have not been tendered to the city, and, in the case of a check, or bank draft, honored with payment upon presentation.
- B. The operation, as proposed by the applicant, if licensed, would not comply with all applicable laws, including, but not limited to, the city's building, zoning, and health regulations.
- C. 1. The applicant, if an individual, or any of the stockholders holding more than five percent (5%) of the stock of the corporation, any of the officers and directors, or any of the partners, including limited partners, if the applicant is a partnership, or the holder of any lien, of any nature, upon the business and the equipment used therein, and the manager or other person principally in charge of the operation of the business, have

been convicted of any of the following offenses or convicted of an offense outside the state that would have constituted any of the following offenses if committed within the state:

- a. An offense involving the use of force and violence upon the person of another that amounts to a felony.
 - b. An offense involving sexual misconduct.
 - c. An offense involving narcotics, dangerous drugs, or dangerous weapons that amounts to a felony.
2. The city may issue a license to any person convicted of any of the crimes described in subsection C1a, C1b or C1c of this section if it finds that such conviction occurred at least five (5) years prior to the date of the application and the applicant has had no subsequent felony convictions of any nature and no subsequent misdemeanor or convictions for crime mentioned in this section.
- D. The applicant has knowingly made any false, misleading, or fraudulent statement of fact in the license application or in any document required by the city.
- E. The applicant has had a massage business, masseur, or other similar permit or license denied, revoked, or suspended by the city or any other state or local agency within five (5) years prior to the date of the application.
- F. The applicant, if an individual, or any of the officers and directors, if the applicant is a corporation, or any of the partners, including limited partners, if the applicant is a partnership, and the manager or other person principally in charge of the operation of the business, is not over the age of eighteen (18) years. (Ord. 2014-19, 5-13-2014)

3-9-6: APPROVAL OR DENIAL OF APPLICATION:

The city shall act to approve or deny an application for the license under this chapter within a reasonable period of time and in no event shall the city act to approve or deny the license later than ninety (90) days from the date that the application was filed with the city clerk. (Ord. 2014-19, 5-13-2014)

3-9-7: POSTING OF LICENSE:

- A. Every massage therapist shall post his or her state license in his/her work area.
- B. Every person, corporation, partnership, or association licensed under this chapter shall display such license in a prominent place. (Ord. 2014-19, 5-13-2014)

3-9-8: REGISTER OF EMPLOYEES:

The licensee or person designated by the licensee of a massage establishment shall maintain a register of all persons employed at any time as massage therapists and their state licenses. The register shall be available at the massage establishment to representatives of the city during regular business hours. (Ord. 2014-19, 5-13-2014)

3-9-9: FACILITIES NECESSARY:

No license to conduct a massage establishment shall be issued unless an inspection by the city reveals that the establishment complies with each of the following minimum requirements:

- A. Construction of rooms used for toilets, tubs, steam baths, and showers shall be made waterproof and shall be installed in accordance with the city building code. Plumbing fixtures shall be installed in accordance with the city plumbing code.
- B. Floors of wet and dry heat rooms shall be adequately pitched to one or more floor drains properly connected to the sewer. Dry heat rooms with wooden floors need not be provided with pitched floors and floor drains.
- C. A source of hot water must be available within the immediate vicinity of dry and wet heat rooms to facilitate cleaning.
- D. The premises shall have adequate equipment for disinfecting and sterilizing nondisposable instruments and materials used in administering massages. These nondisposable instruments and materials shall be disinfected after use on each patron.

- E. Closed cabinets shall be provided and used for the storage of clean linens, towels and other materials used in connection with administering massages. All soiled linens, towels, and other materials shall be kept in properly covered containers or cabinets, which containers or cabinets shall be kept separate from the clean storage areas.
- F. All plumbing shall meet the requirements set forth in the Illinois state plumbing code.
- G. Lavatories or washbasins provided with both hot and cold running water shall be installed in either the toilet room or a vestibule. Lavatories or washbasins shall be provided with soap and a dispenser and with sanitary towels.
- H. All electrical equipment shall be installed in accordance with the requirements of the city electrical code. (Ord. 2014-19, 5-13-2014)

3-9-10: OPERATING REQUIREMENTS:

- A. Every portion of the massage establishment, including appliances and apparatus, shall be kept clean and operated in a sanitary condition.
- B. Price rates for all services shall be prominently posted in the reception area in a location available to all prospective customers.
- C. All employees, including masseurs and masseuses, shall be clean and wear clean, nontransparent outer garments covering the sexual and genital areas. These garments shall be restricted to the massage establishment. A separate dressing room for each sex must be available on the premises with individual lockers for each employee. Doors to such dressing rooms shall open inward and shall be self-closing.
- D. All massage establishments shall be provided with clean, laundered sheets and towels in sufficient quantity and shall be laundered after each use and stored in a sanitary manner.

- E. No massage establishment granted a license under the provisions of this chapter shall place, publish, or distribute any advertisement, picture, or statement which is known or through the exercise of reasonable care should be known to be false, deceptive, or misleading in order to induce any person to purchase or utilize any professional massage services. (Ord. 2014-19, 5-13-2014)

3-9-11: ALCOHOLIC BEVERAGES PROHIBITED:

No person shall sell, give, dispense, provide, or keep any alcoholic beverage on the premises of any massage business. (Ord. 2014-19, 5-13-2014)

3-9-12: EMPLOYMENT OF MASSAGE THERAPIST:

No person shall employ as a massage therapist any person unless the employee has obtained and has in effect a license issued by the massage licensing board of the department of financial and professional regulation. (Ord. 2014-19, 5-13-2014)

3-9-13: INSPECTION REQUIRED:

The chief of police or his authorized representatives shall from time to time make inspection of each massage establishment for the purposes of determining that the provisions of this chapter are fully complied with. It shall be unlawful for any permittee to fail to allow the inspection officer access to the premises or hinder the officer in any manner. (Ord. 2014-19, 5-13-2014)

3-9-14: UNLAWFUL ACTS:

- A. It shall be unlawful for any person, in a massage parlor, to place his or her hand or hands on, to touch with any part of his or her body, to fondle in any manner, or massage, a sexual or genital part of another person.

- B. It shall be unlawful for any person, in a massage parlor, to expose his or her sexual or genital parts, or portion thereof, to any other person. It shall also be unlawful for any person, in a massage parlor, to expose the sexual or genital parts, or any portions thereof, of any other person.
- C. It shall be unlawful for any person, while in the presence of any other person in a massage parlor, to fail to conceal with a fully opaque covering, the sexual or genital parts of his or her body.
- D. It shall be unlawful for any person owning, operating or managing a massage parlor, knowingly to cause, allow, or permit, in or about the massage parlor, any agent, employee, or any other person under his or her control or supervision to perform such acts prohibited in this section. (Ord. 2014-19, 5-13-2014)

3-9-15: SALE, TRANSFER OR CHANGE OF LOCATION:

Upon sale, transfer, or relocation of a massage establishment, the license shall be null and void unless approved as provided in section [3-9-6](#) of this chapter, provided that upon the death or incapacity of the licensee or any co-licensee of the massage establishment, any heir or devisee of a deceased licensee, or any guardian of an heir or devisee of a deceased licensee, may continue the business of the massage establishment for a reasonable period of time not to exceed sixty (60) days to allow for an orderly transfer of the license. (Ord. 2014-19, 5-13-2014)

3-9-16: NAME AND LOCATION OF BUSINESS:

No person granted a license pursuant to this chapter shall operate the massage establishment under a name not specified in his license, nor shall he/she conduct business under any designation or location not specified in his/her license. (Ord. 2014-19, 5-13-2014)

3-9-17: TRANSFER OF LICENSE:

No license shall be transferable except with the consent of the city. An application for such transfer shall be in writing and shall be accompanied by fees prescribed in section [3-9-4](#) of

this chapter. The written application for transfer shall contain the same information as requested for initial application for the license. (Ord. 2014-19, 5-13-2014)

3-9-18: ZONING:

Massage parlor establishments shall be allowed as permitted uses in the B-1 local business district, B-2 retail commerce business district, B-3 general business district and B-4 service business district. (Ord. 2014-19, 5-13-2014; amd. Ord. 2014-73, 11-25-2014)



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

Administration Committee #1

Tracking Number

ADM 2018-07

Agenda Item Summary Memo

Title: AACVB Marketing Plan

Meeting and Date: City Council – January 23, 2018

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: ADM – 01/17/18 Action Taken: Moved forward to City Council agenda.

Item Number: ADM 2018-07

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson

Name

Administration

Department

Agenda Item Notes:



Memorandum

To: Administration Committee
From: Bart Olson, City Administrator
CC:
Date: January 11, 2018
Subject: AACVB Municipal Marketing Plan

Summary

Review of a municipal marketing plan from the AACVB.

Background

The City last reviewed a municipal marketing plan in February 2017. That approved marketing plan and the resulting ads are included in the meeting packet. Staff met with AACVB representatives a couple weeks ago in advance of their written recommendation on the 2018 marketing plan. The proposed 2018 marketing plan from the AACVB is attached.

The AACVB is recommending that the 2018 plan contain \$10,000 worth of digital marketing. In 2017, the AACVB did some social media, Yorkville-specific marketing, but the overall budget was much less than the 2018 proposal and the City was not charged for the digital ads. The AACVB is proposing to continue ads in the Chicago Reader, some Illinois regional newspapers (i.e. Journal & Topics), and the AACVB's Go Guide. They have proposed to add pieces in Naperville Magazine and Neighborhood Tourist Magazine, and drop pieces that ran in Illinois Country Living and the Chicago Magazine Go West! Guide. AACVB Director of Marketing James Cardis will be present at the meeting to go over each one of the ad buys and the overall plan.

Recommendation

Staff requests feedback on the AACVB plan. Staff is generally supportive of the 2018 marketing plan but has not had time to analyze it in depth prior to packet creation. If the committee agrees with the plan, the recommendation can be taken to the January 23rd City Council meeting for a vote.



2018 Yorkville Marketing Co-op Plan

Prepared by James Cardis, Director of Marketing

Aurora Area Convention and Visitors Bureau – james@enjoyaurora.com – 630.256.3193

Marketing Plan Overview

- The objective of this plan is to build on the success of the 2017 marketing co-op. We will continue advertising on behalf of Yorkville in venues that attract interested travelers, and explore promotional opportunities in promising new outlets.
- We will pursue audiences with varied interests to match Yorkville's distinct offerings in the areas of dining, nightlife, festivals, outdoor recreation, and family fun.
- The purchasing power of the Aurora Area CVB will benefit Yorkville in negotiating add-ons, reducing advertising cost, and securing expanded placements in select venues. In 2017, the Aurora Area CVB saved over \$7,000 on quoted advertising rates for Yorkville, plus an additional \$5,300 savings in rack card distribution costs.
- In 2018, we are introducing a mix of digital marketing tactics to promote the online visibility of Yorkville as a unique travel destination in the Western Suburbs.
- Our plan targets a 60/40 split between print and digital advertising tactics for 2018. The total projected allocation for Yorkville's co-op marketing budget is \$26,000.

Proposed Outlets

2018 Aurora Area Go Guide

- Full page ad in the Aurora Area CVB's flagship destination marketing product
- Dedicated Yorkville branded message delivered to a highly qualified audience of in-market and prospective travelers
- **Projected spend: \$2,300**

Naperville Magazine

- Budgeted for two (2) full page placements (or best package)
- Circulation of 45,000+ to a relevant local staycation/day-trip audience
- **Projected spend: \$3,500**

Chicago Reader

- Peak season insertions, including the annual Road Trip Guide, Summer Guide, and Fall Preview.
- Markets Yorkville to a unique audience of young urban tastemakers willing to discover Yorkville's nightlife, dining, and festival scene.
- **Projected spend: \$5,500**

Neighborhood Tourist Magazine

- Budgeted for two (2) full page placements (or best package)
- Award-winning product hits Shaw Media's entire 90,000+ subscriber base
- **Projected spend: \$3,500**

Journal & Topics

- Budgeted 8 insertions in J&T's award-winning Travel section with a circulation topping 66,000
- **Projected spend: \$2,000**

Digital Marketing

- Mix of dedicated social media advertising, search engine marketing, display advertising, content promotion, and retargeting on visits to www.GoYorkville.com.
- **Projected spend: \$10,200**



YORKVILLE MARKETING

RAGING WAVES - YORKVILLE DOWNTOWN - RIBS ON THE RIVER -
SUMMER SOLSTICE - HOMETOWN DAYS - HUNTING & FISHING DAYS

TACTIC	COST	CIRCULATION	DATE	NOTES
YORKVILLE RACK CARDS	\$2,000	25,000	Annual	Distributed via existing Aurora Area CVB contract at Illinois Welcome Centers & Travel Kiosks
CHICAGO MAGAZINE GO WEST! GUIDE	\$5,500	150,000	June '17	Chicago Magazine special section highlighting summer attractions in the Western Suburbs
ILLINOIS COUNTRY LIVING	\$6,000	189,000	Jun/Jul/Aug	3x half page ads with options for online, newsletter, and advertorial
ILLINOIS REGIONAL NEWSPAPERS	\$5,500	2,000,000	Jun/Jul/Aug	12 insertions of 2x2 column ads + classified event listings in metro & regional newspapers statewide
AURORA AREA GO GUIDE	\$3,750	40,000	Annual	Full page ad in the Aurora Area CVB's flagship destination marketing product
CHICAGO READER ROAD TRIP ISSUE + EBLAST	\$6,000	300,000	June '17	Full page ad in the Chicago Reader's inaugural Road Trip Issue highlighting Yorkville as a driving & overnight destination
TOTAL	\$28,750	2.7MM		

Enjoy Yorkville.

Visit Yorkville for fun festivals, outdoor adventure, vibrant nightlife, and where you can beat the heat at the state's largest waterpark.

SUMMER FESTIVALS

RAGING WAVES WATERPARK

DOWNTOWN YORKVILLE

OUTDOOR ADVENTURE



Summer Solstice Yorkville – June

Celebrate summer's longest days with an electrifying lineup of independent music & craft beer in Downtown Yorkville.

Yorkville River Fest & Illinois Whitewater Festival - July

Enjoy fun activities for the whole family, including live music & water sports on the Marge Cline Whitewater Course at historic Bicentennial River Park.

Yorkville Hometown Days – September

Yorkville's signature family-oriented Labor Day weekend event features a carnival, the Pride and Joy car show, live music on an outdoor stage, & the fan favorite Ultimate Air Dogs Dock Diving Show!

Northern Illinois Hunting & Fishing Days – September

FESTIVAL LINEUP

At the largest waterpark in Illinois, you'll find over 40 acres of family-friendly water park adventures. Thrill down 20 different styles of water slides that will take your breath away. Kiddie pools, cabanas, a quarter-mile lazy river, & a variety of concessions make this the perfect place to chill out between games at nearby sports venues or for a weekend of water park fun with the family.

RAGING WAVES WATERPARK



Just south of the scenic Fox River sits the cultural hub of Downtown Yorkville, where you can:

- enjoy tender, mouthwatering BBQ & wrap-around views of the Fox River on picturesque patios.
- sip margaritas, eat authentic Mexican, & hear local musicians ply their craft.
- catch some of the most stylish & soulful touring bands and local acts at area venues.
- watch a game, snack on award-winning wings, & drink like a local with your besties.
- dine on elevated pub fare & taste a wide selection of local craft brews.
- treat your palate to wine & world cuisine.
- shop local meats, veggies, & produce from area farmers.

DOWNTOWN YORKVILLE

Riverfront Park & the Marge Cline Whitewater Course is a state-of-the-art paddling facility centrally located in the heart of Downtown Yorkville on the scenic Fox River!

Kendall County's Silver Springs State Fish & Wildlife Area is over 1,350 acres open for year-round recreation, from fishing, hunting, boating & hiking to sledding and horseback riding.

Hoover Forest Preserve is home to over 5 miles of scenic trails along the Fox River with a variety of habitats to explore, including 300 native plant species.

OUTDOOR ADVENTURE



Make it a Getaway! Visit **GoYorkville.com** to get more info on events, attractions, and family fun in beautiful Yorkville, Illinois as well as hotel deals and packages to make it a great stay.



READER

NEWS & POLITICS | MUSIC | ARTS & CULTURE | FILM | FOOD & DRINK | CLASSIFIEDS

[BEST OF CHICAGO](#) | [QUIZ: YOUR FAVORITE](#) | [ARTS & CULTURE](#) | [FILM](#) | [FOOD & DRINK](#) | [CLASSIFIEDS](#)



The Chicago Food Encyclopedia is an historical treat

A new reference guide is a fun and useful starting way to learn about the city

By Andrew Kopp

NEWS



Chicago's first-ever, and the first of its kind, is now in the works. It's a new book that will be published by the University of Chicago Press.

NEWS & POLITICS



After a long wait, a new book about the city's history is finally here. It's a new book that will be published by the University of Chicago Press.

ARTS



First First is a Chicago's newest music scene. It's a new book that will be published by the University of Chicago Press.

THE READER

A new Chicago-based digital encyclopedia will be the first of its kind. It's a new book that will be published by the University of Chicago Press.

By Andrew Kopp

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By Andrew Kopp

THE READERS' CHOICE

BOOK REVIEW

CO-14-17



Chicago's first-ever, and the first of its kind, is now in the works. It's a new book that will be published by the University of Chicago Press.



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THE READERS' CHOICE

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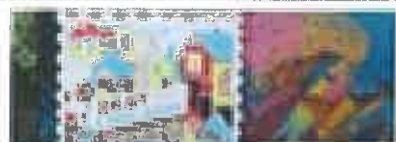
Chicago's first-ever, and the first of its kind, is now in the works. It's a new book that will be published by the University of Chicago Press.

By Andrew Kopp

Taking Away the Bite from Mosquitoes

BY BOND POST RESEARCH

Best of Chicago



Best of Chicago

Best of Chicago

Best of Chicago


Best of Chicago



ader [mailto:reply@suntimesnail.com]
May 24, 2017 10:02 AM
aurora.com

ad] Celebrate summer's longest days on the scenic Fox River in Downtown Yorkville, Illinois!

[View this
message
as a web
page](#)



DISCOVER YORKVILLE

Celebrate summer's longest days with festivals that bring you up craft beers, soulful indie acts, and whitewater fun on the scenic Fox River in Downtown Yorkville. Visit GoYorkville.com and plan your getaways.

YORKVILLE
PARKS & RECREATION

aurora area
playinaurora.com

READER



READER

NEWS & POLITICS | MUSIC | ARTS & CULTURE | FILM | FOOD & DRINK | CLASSIFIEDS

SEE US IN CHICAGO | LATEST NEWS | ARTS & CULTURE | FILM | FOOD & DRINK | CLASSIFIEDS



The Chicago Food Encyclopedia is an historical treat

A new reference guide to the food scene in Chicago is a treat for food lovers.

By Anne Lewis



Chicago's food scene is a rich and diverse one, and the new Chicago Food Encyclopedia is a must-read for anyone interested in the city's culinary history.



After writing and editing the book, the author is proud to see it published and available to the public.



That food is a Chicago's massive impact on the city's culture.

THE CHICAGO READER

Local, County Board, Chicago's community news website, with Chicago's and other Chicago news.

Chicago's largest "Foodie" magazine, Chicago's largest "Foodie" magazine.

A Chicago Reader Weekly, 10 hours of live coverage of Chicago's food scene.

The big power of the weekly reader, you can see it all.

By Lisa Chappell

THE READER'S AGENDA

DO IT YOURSELF



Chicago's largest "Foodie" magazine, Chicago's largest "Foodie" magazine.



Chicago's largest "Foodie" magazine, Chicago's largest "Foodie" magazine.

CH SEARCH FOR ALL EVENTS



Taking Away the Bite from Mosquitoes

Chicago's largest "Foodie" magazine, Chicago's largest "Foodie" magazine.

Best of Chicago

Best Food Item

Chicago's largest "Foodie" magazine, Chicago's largest "Foodie" magazine.

Best of Chicago

Chicago's largest "Foodie" magazine, Chicago's largest "Foodie" magazine.

READER

The alternative guide to SUMMER IN CHICAGO

Tips and tricks for getting aboard a boat, escaping the tourist throngs, bucking blockbusters, picnicking with panache, and generally having the greatest summer ever 14

CDOT wants to
adjust Wicker
Park's 'Crotch.' 12

Chicago's
only Georgian
restaurant sets up
shop in Lakeview. 51

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THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO

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WILSON

WILSON

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can be achieved for a variety of reasons. For example, the use of a single, common, standard for both the design and the construction of a building can result in a more efficient design and construction process. This can be achieved by using a single, common, standard for both the design and the construction of a building. This can be achieved by using a single, common, standard for both the design and the construction of a building.

[illegible]

to several indie acts, and whitewater fun on the scenic Fox River in downtown Yorkville. **Visit GoYorkville.com and plan your getaway today!**

aurora area
play in aurora
playinaurora.com

CHICAGO'S FREE WEEKLY | KICKING ASS SINCE 1971 | JUNE 1, 2017

THE ROAD TRIPS ISSUE 10

PRINCE'S MINNEAPOLIS | SILICON VALLEY | THE HOBO CAPITAL OF AMERICA

And more stories of MIDWEST EXPLORATION

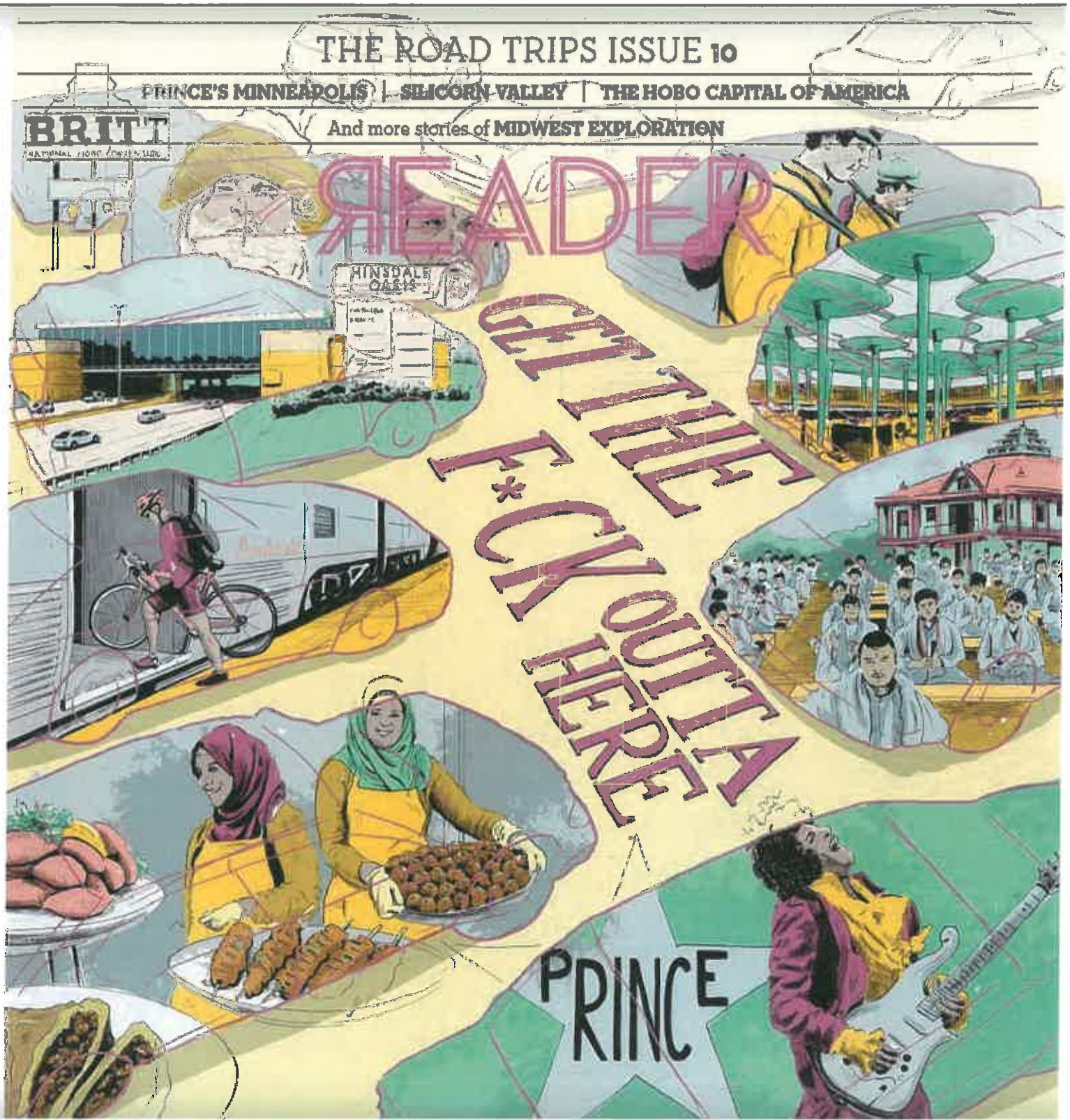
READER

GET THE F*CK OUTTA HERE

BRITT
NATIONAL FISH COAST GUARD

HINSDALE
OASIS

PRINCE



CHICAGO'S FREE WEEKLY | KICKING ASS SINCE 1971 | JUNE 1, 2017

[illegible]

READER

FALL FEST

RIOT FEST
RETURNS.
AND THIS TIME
WE'VE GOT IT ALL
TO OURSELVES.

All the highlights of another
busy cultural season


FEATURED LISTINGS

Northwestern University
Apply today - application deadline is December 15, 2010. For more information, visit www.northwestern.edu/admissions or call 800-325-4000.

Yorville
Discover the beauty of Yorville, a small town with a big heart. Visit www.yorville.com for more information.

Northwestern University
Apply today - application deadline is December 15, 2010. For more information, visit www.northwestern.edu/admissions or call 800-325-4000.

Yorville
Discover the beauty of Yorville, a small town with a big heart. Visit www.yorville.com for more information.



TIME TO EXPERIENCE THE AURORA AREA

Experience the beauty of the Aurora Area, a small town with a big heart. Visit www.auroraarea.com for more information.

AGENDA

December 15, 2010

8:00 AM - 10:00 AM
Registration and Breakfast

10:00 AM - 12:00 PM
Keynote Address: **Dr. [Name]**

12:00 PM - 1:00 PM
Lunch

1:00 PM - 2:00 PM
Session 1: **[Topic]**

2:00 PM - 3:00 PM
Session 2: **[Topic]**


3:00 PM - 4:00 PM
Session 3: **[Topic]**

4:00 PM - 5:00 PM
Session 4: **[Topic]**

5:00 PM - 6:00 PM
Dinner and Entertainment

TIME TO DISCOVER YORKVILLE

Discover the beauty of Yorville, a small town with a big heart. Visit www.yorville.com for more information.



TIME TO EXPERIENCE THE AURORA AREA

Experience the beauty of the Aurora Area, a small town with a big heart. Visit www.auroraarea.com for more information.

FINISH STRONG AT NORTHWESTERN UNIVERSITY

Complete your degree at Northwestern University. Apply today - application deadline is December 15, 2010.

- Transfer your credits from your previous institution
- Earn your degree in just 2 years
- Receive financial aid and scholarships

Northwestern | PROFESSIONAL STUDIES

READER

NO
SMALL
PLAN
FOR

TRANSFORMATION

The **Amazon HQ2** deal could sell Chicagoans down the river. **10**

How Chicago comedy prepared **Jordan Klepper** for Comedy Central. **18**

The **Growing Concerns Poetry Collective** asks all races to fight racism. **27**

Over the last decade, photographer **DAVID SCHALLIG** has been diligently documenting the demolition and reconstruction of the city's public housing. Selections from the series are now on display as part of the Chicago Architecture Biennial. **33**

TIME TO EXPERIENCE THE AURORA AREA

Discover the beauty and excitement of the Aurora Area. From scenic views to thrilling adventures, there's something for everyone. Join us for a day of fun and exploration in the heart of the Aurora Area.

UNFORGETTABLE FALLING IN LOVE WITH NAY TUNG GO

Experience the magic of Nay Tung Go, a beautiful destination for couples seeking romance and adventure. From sunset cruises to private dinners, every moment is unforgettable.

MUGGITY AND FANG

Join the adventures of Muggity and Fang, two daring explorers who have discovered hidden treasures and secrets in the heart of the jungle.

MADROONIA

Discover the beauty of Madroonia, a stunning landscape with vibrant colors and breathtaking views. It's a place where nature's beauty is on full display.

MATTHEWS OF SOLE

Experience the thrill of a solo journey with Matthews, a fearless adventurer who has conquered some of the world's most challenging terrains.

AGENDA

Join us for a variety of events and activities throughout the year. From cultural festivals to outdoor adventures, there's always something new to experience.

- January 15, 2018** - Winter Festival: Celebrate the season with ice skating, snow sculptures, and hot chocolate.
- February 22, 2018** - Valentine's Day: A day of love and romance with special events for couples.
- March 10, 2018** - Spring Festival: Welcome the new season with colorful parades and outdoor games.
- April 18, 2018** - Earth Day: Participate in a community cleanup and learn about environmental conservation.
- May 25, 2018** - Summer Kick-off: Celebrate the start of summer with a day of fun in the sun.
- June 12, 2018** - Father's Day: Honor the men in our lives with special events and gifts.
- July 20, 2018** - Independence Day: Celebrate the birth of a nation with fireworks and patriotic events.
- August 15, 2018** - Back to School: Get ready for the new school year with supplies and activities.
- September 10, 2018** - Labor Day: Celebrate the hard work of laborers with a day of relaxation.
- October 31, 2018** - Halloween: Celebrate the spooky season with costumes and trick-or-treating.
- November 15, 2018** - Thanksgiving: Give thanks for all that you have with a special meal and gathering.
- December 25, 2018** - Christmas: Celebrate the birth of Jesus with festive events and gifts.

THE MUGGITY AND FANG SHOW

Join the adventures of Muggity and Fang, two daring explorers who have discovered hidden treasures and secrets in the heart of the jungle. Watch their latest exploits in this exciting new show.

MADROONIA: A JOURNEY OF DISCOVERY

Discover the beauty of Madroonia, a stunning landscape with vibrant colors and breathtaking views. It's a place where nature's beauty is on full display.

MATTHEWS OF SOLE: A SOLO JOURNEY

Experience the thrill of a solo journey with Matthews, a fearless adventurer who has conquered some of the world's most challenging terrains. Watch him push his limits in this new series.

CITY LIFE

SURVIVAL

Discover the challenges of city life and how to survive. From finding affordable housing to navigating public transportation, we provide tips and tricks for thriving in the urban environment.

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Aspirin 81mg	120	\$1.00	\$0.16	84%
Aspirin 81mg	150	\$1.00	\$0.16	84%
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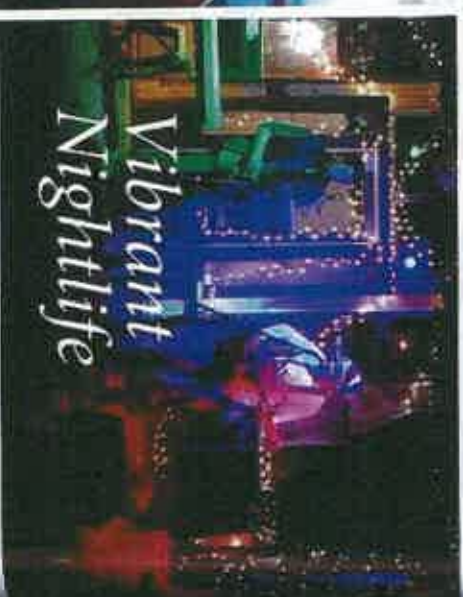
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— 2017 — GIFT GUIDE

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How the West was wrangled

Tales of two Illinoisans who shaped the West

PLUS

Finest Cooking p. 16

**Small town business
hits a home run** p. 22



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only we let off taking some automation, in personal digital assistants like Echo, powered by Google Home. Although it can automate functions, it can't make a phone call, and help me find my way home. I think the only way there can be a patient.

e personal digital assistant, any different interactive toy? A young boy can enjoy a virtual art museum. To game, he also enjoys to play some of his favorite. It happens that his favorite is interpreted what he and ordered an iron skillet,

ants
can use them



Lighting is usually one of the first things people consider for home automation. Many of the smart light bulbs range anywhere from \$30- \$50/each. Some of them can change colors, giving you the ability to setup what is called scenes, they can give you a nice effect of colors to suit your style. The price can add up quickly if you want an automating all the lighting in your home.

ಸಂಪಾದಕರು ರೇಡಿಯೋದ ಮೇಲೆ
ಮಹತ್ವಾಕಾಂಕ್ಷೆಯನ್ನು ವ್ಯಕ್ತಪಡಿಸಿದ್ದಾರೆ.

I bring up these many options to point out that it is important to plan your setup carefully, so it meets your needs. You can see how your home automation system can get very

I also still learning about what can and can't be done, as well as what systems work well together. Although it appears my four-year-old son might be ahead at the game, maybe I'll ask him for help with my next home automation project. ☐

Don Kessard, CEO, is the Chief Technology Officer for the Association of American Electric Companies in Springfield.

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the country. The big benefit is that the government is not concerned with profits as it is not a for-profit organization. It is a non-profit organization. The government is not concerned with profits as it is not a for-profit organization. The government is not concerned with profits as it is not a for-profit organization.

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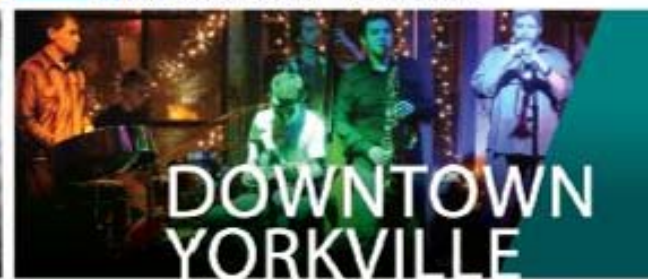
PLUS

Finest Cooking p.16

Total eclipse of the sun p.22

Enjoy Yorkville.

Visit Yorkville for fun festivals, outdoor adventure, vibrant nightlife, and where you can beat the heat at the state's largest waterpark.



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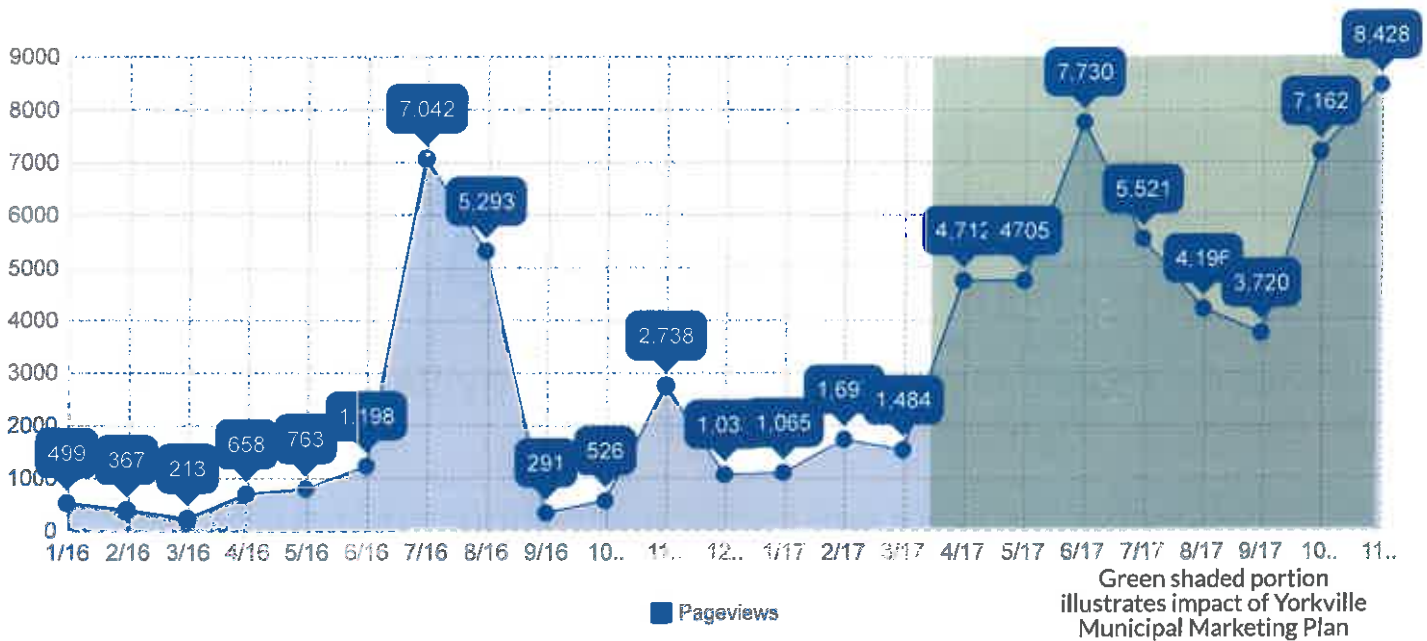




YORKVILLE, ILLINOIS DESTINATION IMPACT REPORT

YORKVILLE MARKETING HIGHLIGHTS

Pageviews of Yorkville content on EnjoyAurora.com 1/2016 through 11/2017



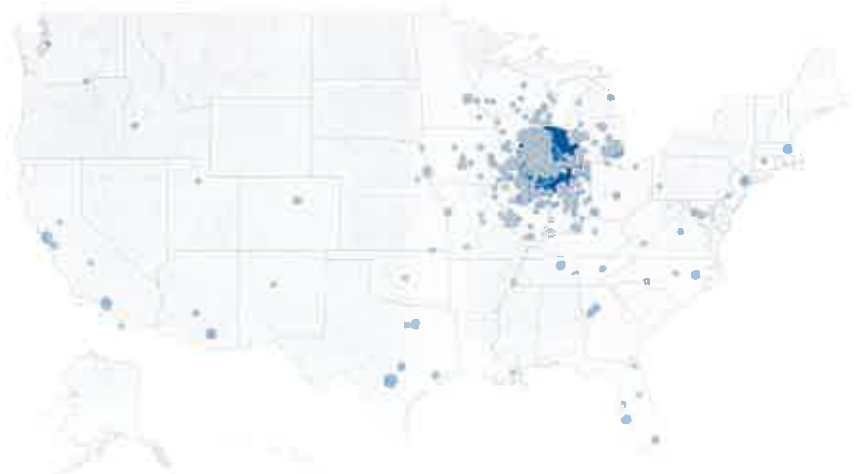
Over 15% of visitors to our website in 2017 saw content specific to Yorkville.

Source: Google Analytics

Chicagoland owns the highest concentration of traffic to Yorkville pages on EnjoyAurora.com.

Yorkville received highly qualified traffic from relevant travel market DMAs, including:

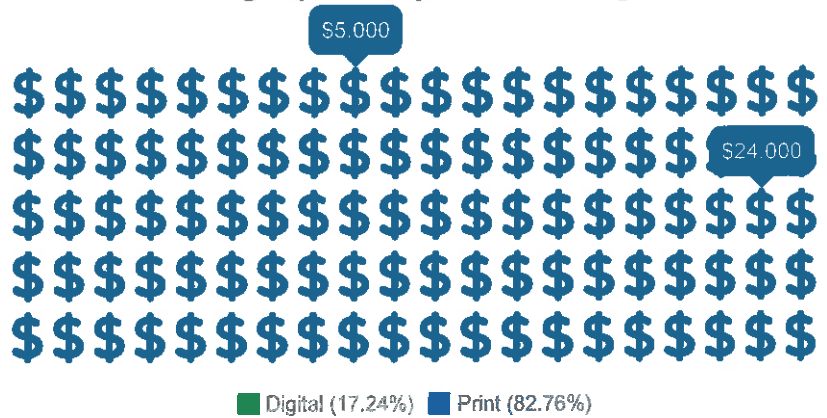
- Milwaukee, WI
- St. Louis, MO
- Peoria-Bloomington, IL
- Indianapolis, IN
- Champaign-Decatur-Springfield, IL
- Quad Cities IA/IL



YORKVILLE MARKETING CAMPAIGN ROUNDUP

• Marketing Spend

Marketing Spend by Advertising Tactic



Compared to the quoted pricing in our marketing proposal, the Aurora Area CVB saved Yorkville over \$7,000 in advertising costs. This surplus funded dedicated social media, search engine marketing, and additional print advertising.

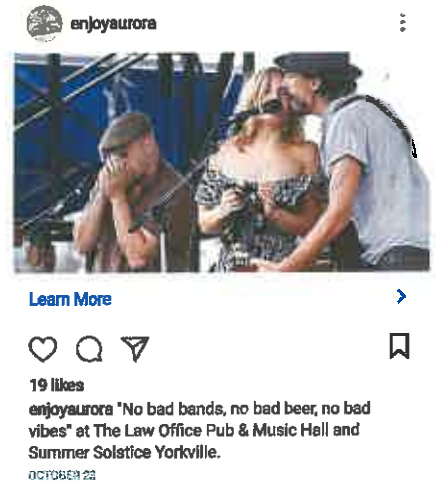
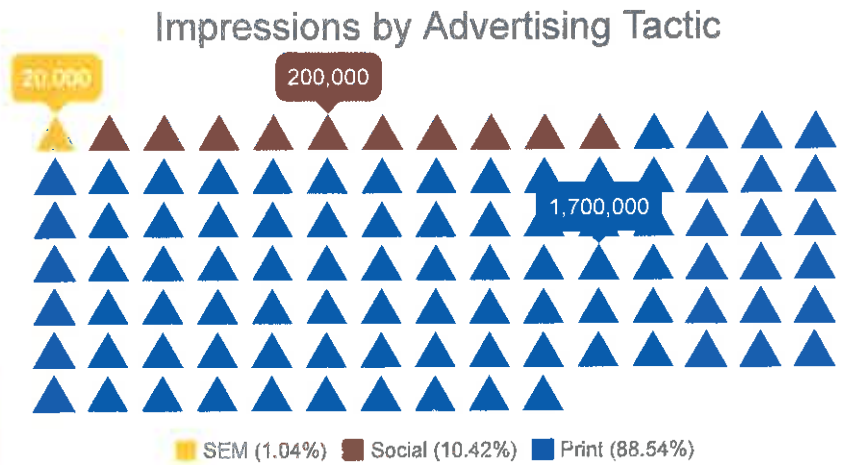
Venue or Tactic	Proposed Cost	Actual Cost	Added Value
Yorkville Rack Cards	\$2,000	\$1,874	\$126 savings, distributed with Aurora Area Go Guide
2017 Aurora Area Go Guide	\$3,750	\$3,250	\$500 savings off rate card
Illinois Country Living	\$6,000	\$4,035	\$2,000 savings off the quoted price
Chicago Mag "Go West!" Guide	\$5,500	\$4,500	Full page ad & facing editorial, \$1,000 savings.
Chicago Reader	\$6,000	\$6,025	4x placements May-Sept with 1 bonus ad, e-blast, email banner ad campaign, homepage takeover
Journal & Topics Newspapers	\$5,500	\$2,000	8-week consecutive run of 1/4-page ads with free editorial
Naperville Magazine	Bonus	\$2,000	Discounted full page ad facing holiday feature section, December issue
Social media advertising	Bonus	\$3,100	Campaign targeting Yorkville landing pages, see page 6
Search engine marketing	Bonus	\$2,000	Campaign targeting Yorkville keywords, see page 7

**Total Campaign
Spend for Yorkville**

\$28,784

YORKVILLE MARKETING CAMPAIGN ROUNDUP

- Social Media



Dedicated social media advertising for Yorkville generated a combined reach of **over 100,000 consumers** and led to **over 5,600 pageviews to Yorkville pages** at enjoyaurora.com.

As a result, Yorkville's landing page is the **8th most popular content** on our website for calendar year 2017.

Our blog article highlighting The Law Office and Summer Solstice Music Festival ranks 12th most popular for the year.

Social media advertising for Yorkville performed better than average within relevant travel markets:

- Chicago, IL
- Peoria-Bloomington, IL
- Quad Cities, IA/IL
- Champaign-Springfield-Decatur, IL
- Quincy-Hannibal, IL/MO

