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

AGENDA
CITY COUNCIL MEETING
Tuesday, July 24, 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	WARD II	WARD III	WARD IV
Carlo Colosimo	Jackie Milschewski	Chris Funkhouser	Seaver Tarulis
Ken Koch	Arden Joe Plocher	Joel Frieders	Alex Hernandez

Establishment of Quorum:

Amendments to Agenda:

Presentations:

1. Employee Appreciation of Service
2. Swearing-in of Deputy Chief – Rayond Mikolasek
3. Swearing-in of Sergeant – Patrick McMahon

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. PW 2018-68 2018 Sanitary Sewer Lining Change Order No. 1 – *authorize the Mayor to execute*
2. PW 2018-72 Resolution Supporting Extending Metra Commuter Rail Service to Kendall County as a High Priority in the Chicago Metropolitan Agency for Planning on to 2050 Plan – *authorize the Mayor and City Clerk to execute*
3. ADM 2018-55 Monthly Treasurer's Report for June 2018
4. ADM 2018-60 Ordinance Authorizing the Eight Amendment to the Annual Budget for Fiscal Year Commencing on May 1, 2017 and Ending on April 30, 2018 – *authorize the Mayor and City Clerk to execute*
5. ADM 2018-61 Copier RFP – *authorize staff to issue a request for proposal for leasing copier equipment*
6. ADM 2018-63 Travel Authorization Amendment – *approve travel authorization amendment for Mayor Golinski as presented in packet material*

Minutes for Approval:

1. Minutes of the Regular City Council – June 26, 2018
2. Minutes of the Regular City Council – July 10, 2018

Bills for Payment (Informational): $1,321,391.81

Mayor's Report:

1. CC 2018-36 Old Jail – Resident Presentation

Public Works Committee Report:

1. PW 2018-58 Resolution Authorizing a Contract with Trico Mechanical, Inc. for the HVAC System Replacement Project for the Beecher Center at 901 Game Farm Road
2. PW 2018-71 Old Jail RFP
    a. Ordinance Authorizing the Sixth Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2018 and Ending on April 30, 2019
    b. Resolution Authorizing a Contract with D. Construction, Inc. for the Building Demolition and Site Restoration Project for the Property at 111 W. Madison Street

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Park Board:

Planning and Zoning Commission:

1. PZC 2018-13 and PW 2018-69 Small Cell Wireless
    a. Ordinance Amending the Yorkville Zoning Ordinance by Adding Small Wireless Facilities
    b. Ordinance Amending the Regulations for Collocation of Small Wireless Facilities

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: August 15, 2018 – 6:00 p.m. – City Hall Conference Room

Committee		Departments	Liaisons
Chairman:	Alderman Milschewski	Finance	Library
Vice-Chairman:	Alderman Plocher	Administration	
Committee:	Alderman Funkhouser		
Committee:	Alderman Hernandez		

ECONOMIC DEVELOPMENT: August 7, 2018 – 6:00 p.m. – City Hall Conference Room

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

PUBLIC SAFETY: October 4, 2018 – 6:30 p.m. – City Hall Conference Room

Committee		Departments	Liaisons
Chairman:	Alderman Colosimo	Police	School District
Vice-Chairman:	Alderman Tarulis		
Committee:	Alderman Plocher		
Committee:	Alderman Funkhouser		

PUBLIC WORKS: August 21, 2018 – 6:00 p.m. – City Hall Conference Room

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

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, July 24, 2018
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

CITIZEN COMMENTS ON AGENDA ITEMS:

PRESENTATIONS:

---

1. Employee Appreciation of Service

2. Swearing-in of Deputy Chief – Rayond Mikolasek

3. Swearing-in of Sergeant – Patrick McMahon

CONSENT AGENDA:

---

1. PW 2018-68 2018 Sanitary Sewer Lining Change Order No. 1
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

---

2. PW 2018-72 Resolution Supporting Extending Metra Commuter Rail Service to Kendall County as a High Priority in the Chicago Metropolitan Agency for Planning on to 2050 Plan
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

---

3. ADM 2018-55 Monthly Treasurer's Report for June 2018
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

---

4. ADM 2018-60 Ordinance Authorizing the Eight Amendment to the Annual Budget for Fiscal Year Commencing on May 1, 2017 and Ending on April 30, 2018

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

☐ Removed _____

☐ Notes _____

_____

_____

---

5. ADM 2018-61 Copier RFP

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

☐ Removed _____

☐ Notes _____

_____

_____

---

6. ADM 2018-63 Travel Authorization Amendment

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

☐ Removed _____

☐ Notes _____

_____

_____

MINUTES FOR APPROVAL:

---

1. Minutes of the City Council – June 26, 2018
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

---

2. Minutes of the City Council – July 10, 2018
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

BILLS FOR PAYMENT:

---

1. Bills for Payment (Informational)
   - ☐ Notes _____

MAYOR'S REPORT:

---

1. CC 2018-36 Old Jail – Resident Presentation
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

PUBLIC WORKS COMMITTEE REPORT:

---

1. PW 2018-58 Resolution Authorizing a Contract with Trico Mechanical, Inc. for the HVAC System Replacement Project for the Beecher Center at 901 Game Farm Road
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

---

2. PW 2018-71 Old Jail RFP
   a. Ordinance Authorizing the Sixth Amendment to the Annual Budget for Fiscal Year Commencing on May 1, 2018 and Ending on April 30, 2019
   b. Resolution Authorizing a Contract with D. Construction, Inc. for the Building Demolition and Site Restoration Project for the Property at 111 W. Madison Street
   - ☐ Approved: **Y** _____ **N** _____ □ Subject to _____
   - ☐ Removed _____
   - ☐ Notes _____

PLANNING AND ZONING COMMISSION REPORT:

---

1. PZC 2018-13 and PW 2018-69 Small Cell Wireless
   a. Ordinance Amending the Yorkville Zoning Ordinance by Adding Small Wireless Facilities

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

   ☐ Removed _____

   b. Ordinance Amending the Regulations for Collocation of Small Wireless Facilities

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

   ☐ Removed _____

   ☐ Notes _____

   _____

   _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:

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

Agenda Item Number

Consent Agenda #1

Tracking Number

PW 2018-68

Agenda Item Summary Memo

Title: 2018 Sanitary Sewer Lining Program

Meeting and Date: City Council – July 24, 2018

Synopsis: Consideration of Change Order No. 1

Council Action Previously Taken:

Date of Action: PW 07/17/18 Action Taken: Moved forward to CC Consent agenda

Item Number: PW 2018-68

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/gov_officials.php

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: July 10, 2018
Subject: 2018 Sanitary Sewer Lining – Change Order No. 1

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 Innovative Underground LLC entered into an agreement for a contract value of $102,804.00 for the above referenced project.

Questions Presented:
Should the City approve Change Order No. 1 which would increase the contract amount by $17,312.50?

Discussion:
Change Order No. 1 includes:

- The removal of calcium deposits and obstructions within the sanitary sewer via robotic cutting. This work was associated with the original contract.

- The addition of the Raintree Village sanitary service lateral lining to the contract. Through televising and other investigative efforts, we have identified three laterals that are in need of immediate repair. These laterals are significant contributors of inflow and infiltration (I&I) into the sewer lines. Past flow monitoring efforts have noted that this area has a high amount of I&I.

Since the City received favorable bids on the original planned work, we are able to add the proposed work and remain within the overall project budget.

We are recommending approval of the Change Order.

Action Required:
Consideration of approval from the City Council for Change Order No. 1.

CHANGE ORDER

Order No. 1

Date: July 9, 2018

Agreement Date: _____

NAME OF PROJECT: 2018 Sanitary Sewer Lining

OWNER: United City of Yorkville

CONTRACTOR: Innovative Underground, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

1-3) SEE ATTACHED SHEET

Change of CONTRACT PRICE:

Original CONTRACT PRICE:	$102,804.00
Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S):	$102,804.00
The CONTRACT PRICE due to this CHANGE ORDER will be (increased) ~~(decreased)~~ by:	$ 17,312.50
The new CONTRACT PRICE including this CHANGE ORDER will be:	$120,116.50

Change to CONTRACT TIME:

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

The date for completion of all work will be November 30, 2018

Justification

1) The removal of calcium deposits and obstructions within the sanitary sewer via robotic cutting.

2-3) The addition of the Raintree Village sanitary service lateral lining to the contract.

Approvals Required

Requested by: Innovative Underground, LLC

Recommended by: Engineering Enterprises, Inc.

Accepted by: United City of Yorkville

CHANGE ORDER NO. 1
2018 SANITARY SEWER LINING
UNITED CITY OF YORKVILLE

ITEM NO.	ITEMS	UNIT	CONTRACT QUANTITY	UNIT PRICE	ADDITIONS		DEDUCTIONS	
					QUANTITY	COST	QUANTITY	COST
MISCELLANEOUS EXTRAS AND CREDITS								
1	ROBOTIC CUTTING FOR CALCIUM DEPOSIT REMOVAL	HOUR		$ 450.00	6.25	$ 2,812.50	0	$ -
2	LATERAL LINING WITH ACTIVE I/I - RAINTREE VILLAGE	EACH		$ 7,500.00	1.0	$ 7,500.00	0	$ -
3	LATERAL LINING - 6"X8" INTERFIT - RAINTREE VILLAGE	EACH		$ 3,500.00	2.0	$ 7,000.00	0	$ -
				TOTAL ADDITIONS =		**$ 17,312.50**		
				TOTAL DEDUCTIONS =				**$ -**

ORIGINAL CONTRACT PRICE:	$ 102,804.00
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS:	$ 102,804.00
AMOUNT OF CURRENT CHANGE ORDER:	$17,312.50
NEW CONTRACT PRICE:	**$120,116.50**

Innovative Underground LLC
PO BOX 3507
Glen Ellyn, IL 60138 US

Invoice

INNOVATIVE UNDERGROUND

BILL TO
United City of Yorkville
800 Game Farm Rd
Yorkville, IL 50650

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1127	05/11/2018	$1,687.50	05/11/2018	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
ROBOTIC CUTTING 2018 Yorkville Lining Project, T & M Calcium Removal on Walter St. Work performed from 9:00 AM to 12:45 PM	3.75	450.00	1,687.50

DUE UPON COMPLETION

BALANCE DUE **$1,687.50**

Thank you for your business.

Innovative Underground LLC
PO BOX 3507
Glen Ellyn, IL 60138 US

Invoice

INNOVATIVE UNDERGROUND

BILL TO
Julie Morrison
City of Yorkville

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1157	07/02/2018	$1,125.00	07/02/2018	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
ROBOTIC CUTTING 2018 Yorkville Lining Project Removal of PVC Obstruction on Heustis between S2 - 59A to S2 - 59B Work performed from 8:00 am to 10:30 am	2.50	450.00	1,125.00

DUE UPON COMPLETION

BALANCE DUE **$1,125.00**

Thank you for your business.

INNOVATIVE UNDERGROUND

2175C GRISWOLD SPRINGS RD., SANDWICH IL 60548
331-300-5225

Engineering Enterprises, Inc.
Attn: Nadia Simek
52 Wheeler Rd
Sugar Grove IL 60554

PROPOSAL
6/25/2018

PROJECT: RAINTREE SUBDIVISION I & I PROJECT, YORKVILLE, IL, SANITARY SERVICE IMPROVEMENTS

NO.	ITEM	PROPOSED AMOUNTS			
		QTY	U/M	PRICE	AMOUNT
1	FIX SERVICE W/ACTIVE I & I @ MH4 - MH5 BY INSTALLING - INTERFIT SEAL - CLEANOUT - CIPP LINER IN SERVICE	1	EA	$ 7,500.00	$ 7,500.00
2	INSTALL 6" X 8" INTERFIT CONNECTION SEAL MH8-MH9, MH9-MH10	2	EA	$ 3,500.00	$ 7,000.00
	PHASE I PROPOSAL TOTAL				***$ 14,500.00***

SCOPE OF WORK:

- PROVIDE BEFORE AND AFTER VIDEO

PROVIDED BY OTHERS:

- Water onsite for steam curing liner

RANDY HARKER, PRESIDENT **DATE**

PROPOSAL VALID FOR 30 DAYS
TERMS: DUE UPON COMPLETION
WARRANTY: 5 YEARS FROM DATE OF INSTALLATION

SIGNATURE OF ACCEPTANCE **DATE**

10:49
10.17.2017
124'11"

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

Agenda Item Number

Consent Agenda #2

Tracking Number

PW 2018-72

Agenda Item Summary Memo

Title: Metra Support Resolution

Meeting and Date: City Council – July 24, 2018

Synopsis:

Council Action Previously Taken:

Date of Action: PW 07/17/18 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2018-72

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett (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

RESOLUTION NO. 2018-_____

RESOLUTION SUPPORTING EXTENDING METRA COMMUTER RAIL SERVICE TO KENDALL COUNTY AS A HIGH PRIORITY IN THE CHICAGO METROPOLITAN AGENCY FOR PLANNING ON TO 2050 PLAN

WHEREAS, Kendall County, Illinois is the only county in the Chicago Metropolitan Agency for Planning (CMAP) region that is not served by Metra commuter rail service; and

WHEREAS, commuter rail service provides a plethora of benefits to a service area, including traffic congestion mitigation, job creation and economic development, and providing a safer, more affordable, and more environmentally conscious means of travel; and

WHEREAS, in 2001 and 2002, studies performed by Parsons Brinckerhoff concluded that commuter rail ridership demand existed at that time, and that extending the Metra-Burlington Northern Santa Fe commuter rail line from the City of Aurora into Kendall County is feasible; and

WHEREAS, since that time Kendall County's population has more than doubled to approximately 126,000 residents, making it the fastest growing area in Illinois and one of the fastest growing regions in the country, achieving a 110.4% growth rate from 2000 to 2010; and

WHEREAS, CMAP estimates that Kendall County's population will nearly double again by the year 2040, and the demand for public transit will continue to grow as a result; and

WHEREAS, according to 2015 data from the United States Census Bureau, a total of 6,687 Kendall County residents commute to Chicago for their primary job, which equates to 10.42% of Kendall County workers – a higher percentage than Kane County (9.32%) and McHenry County (8.93%) commuters that are currently served by Metra service; and

WHEREAS, CMAP recommended extending Metra service into Kendall County in the GO TO 2040 comprehensive regional plan as a fiscally-unconstrained project; and

WHEREAS, extending Metra service into Kendall County has strong support from local elected officials, members of the Illinois General Assembly, and bipartisan federal support from both Congressman Randy Hultgren (14th District) and Congressman Bill Foster (11th District); and

WHEREAS, between 2003 and 2007, the United States Congress reserved and directed $7.5 million to be used to study the Kendall County Metra extension; and

WHEREAS, using the $7.5 million in federal funds, Metra began Preliminary Engineering and a Phase 1 Environmental Assessment for the project, both of which are expected to be concluded in 2019. These studies will include the design of the extension and station sites and will include cost estimates and preliminary financing strategies; and

WHEREAS, once the studies are complete, it is understood that joining the Regional Transportation Authority (RTA) is a necessary step in the process to provide Metra rail service to Kendall County; and

WHEREAS, the draft CMAP ON TO 2050 Plan includes extending Metra service into Kendall County as a Regionally Significant fiscally-unconstrained project, noting that it is the most cost-effective Metra extension project of those under consideration.

WHEREAS, in 2016 the United City of Yorkville adopted a Comprehensive Plan that designated transit supportive land uses around the future Metra station area, including high-density multi-family residential, commercial, and mixed-uses; and

WHEREAS, an extension of Metra commuter rail service into Kendall County would relieve traffic congestion, promote greater mobility, create more livable communities, stimulate economic activity in the region, provide access to jobs inside and outside of Kendall County, and provide an environmentally conscious form of transportation for Kendall County.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, That the United City of Yorkville hereby submits formal public comment in support of extending Metra Commuter Rail Service to Kendall County as a High Priority in the Chicago Metropolitan Agency for Planning ON TO 2050 Plan.

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

_____

CITY CLERK

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

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

_____

MAYOR

Attest:

_____

City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

CERTIFICATE

I, Beth Warren, City Clerk of the United City of Yorkville, County of Kendall and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No._____:

"A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, SUPPORTING EXTENDING METRA COMMUTER RAIL SERVICE TO KENDALL COUNTY AS A HIGH PRIORITY IN THE CHICAGO METROPOLITAN AGENCY FOR PLANNING ON TO 2050 PLAN"

which was adopted by the Mayor and City Council of the United City of Yorkville on the _____ day of _____, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the United City of Yorkville this _____ day of _____, 2018.

_____
Beth Warren, City Clerk

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

Agenda Item Number

Consent Agenda #3

Tracking Number

ADM 2018-55

Agenda Item Summary Memo

Title: Monthly Treasurer's Report for June 2018

Meeting and Date: City Council – July 24, 2018

Synopsis:

Council Action Previously Taken:

Date of Action: ADM 07/18/18 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2018-55

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson (Name) Finance (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

UNITED CITY OF YORKVILLE

TREASURER'S REPORT - for the month ending June 30, 2018

Cash Basis

	June Revenues	YTD Revenues	Revenue Budget	% of Budget	June Expenses	YTD Expenses	Expense Budget	% of Budget
General Fund								
01 - General	$ 2,643,042	$ 3,835,332	$ 15,642,962	25%	$ 1,518,302	$ 2,574,735	$ 16,380,696	16%
Special Revenue Funds								
15 - Motor Fuel Tax	41,203	85,793	535,817	16%	12,343	18,491	691,787	3%
79 - Parks and Recreation	156,273	402,162	1,988,014	20%	208,782	347,507	2,086,308	17%
72 - Land Cash	7,498	15,873	714,113	2%	34,024	38,166	465,000	8%
87 - Countryside TIF	65,254	65,254	246,261	26%	921	55,352	863,107	6%
88 - Downtown TIF	36,951	37,901	80,000	47%	237,352	240,598	514,996	47%
89 - Downtown TIF II	-	-	-	0%	484	484	10,000	5%
11 - Fox Hill SSA	6,126	6,961	13,381	52%	931	931	8,835	11%
12 - Sunflower SSA	6,236	7,955	15,637	51%	664	664	18,835	4%
Debt Service Fund								
42 - Debt Service	28,458	56,592	324,725	17%	19,625	19,625	324,725	6%
Capital Project Funds								
25 - Vehicle & Equipment	38,429	63,364	346,102	18%	7,106	27,218	386,365	7%
23 - City-Wide Capital	189,453	237,802	2,503,302	9%	10,217	87,402	2,941,878	3%
Enterprise Funds								
* 51 - Water	692,690	762,228	4,538,518	17%	266,452	460,148	4,876,371	9%
* 52 - Sewer	319,880	404,872	2,416,491	17%	237,596	288,492	3,045,454	9%
Library Funds								
82 - Library Operations	637,286	768,863	1,536,635	50%	159,264	217,625	1,547,989	14%
84 - Library Capital	14,653	23,855	43,210	55%	698	783	52,100	2%
Total Funds	**$ 4,883,433**	**$ 6,774,806**	**$ 30,945,168**	**22%**	**$ 2,714,760**	**$ 4,378,221**	**$ 34,214,446**	**13%**

* Fund Balance Equivalency

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

Rob Fredrickson, Finance Director/Deputy Treasurer

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

Agenda Item Number

Consent Agenda #4

Tracking Number

ADM 2018-60

Agenda Item Summary Memo

Title: Fiscal Year 2018 – Budget Amendments

Meeting and Date: City Council – July 24, 2018

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: ADM 07/18/18 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2018-60

Type of Vote Required: Supermajority (6 out of 9)

Council Action Requested: Approval

Submitted by: Rob Fredrickson (Name) Finance (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: Administration Committee
From: Rob Fredrickson, Finance Director
Date: June 25, 2018
Subject: Fiscal Year 2018 Proposed Budget Amendments

For Fiscal Year 2018 the majority of all City Funds are expected to come in under budget, including most major operating funds (General, Sewer, Library, Parks & Recreation, etc.). However, some City Funds will exceed their budgetary amounts and should be amended per the recommendation of the City's auditors to better reflect the changing plans of management/City Council and to avoid auditor comment. Although this may seem a bit "after the fact" to amend the 2018 budget after the fiscal year has ended, not doing so will result in the same audit comment that we received in the 2012 CAFR (included in the attached packet). Three Funds exceeded their appropriations budget for Fiscal Year 2018 for reasons identified below:

- **City-Wide Capital (23) Fund** – due to costs associated with the BUILD Program and the Game Farm Road project (please see attached Schedule A, pages 1 - 6). As you may recall from budget discussions earlier this year, staff initially expected IDOT to issue the final invoice for Game Farm Road sometime in FY 2019 (it was originally budgeted in FY 2017). However, the final invoice was sent in February and thus booked to FY 2018 – as shown in the FY 2019 Budget Adjustment worksheet excerpt below:

Budget Adjustment # 2 – FY 2019				Original Amount	Revised Amount	Effect on Fund Balance		
2018	CW Capital	23-230-60-00-6073	Game Farm Road Project	2,500	328,914	(326,414)	*Proposed by Management*	3/6/2018
2019				328,575	-	328,575	*Final Game Farm Road Project invoice received from the State in FY 2018 instead of FY 2019.*	
				Net Effect on Fund Balance		***$ 2,161***		

- **Debt Service (42) Fund** – due to costs associated with the BUILD Program, which cancel out against matching revenues (please see attached Schedule A, pages 7 - 9);

- **Water (51) Fund** – due to costs associated with the BUILD Program, which are offset by BUILD Program revenues (please see attached Schedule A, pages 10 - 14);

Budget worksheets have been attached for all funds mentioned above, showing the Fiscal Year 2018 original and proposed budgetary changes (highlighted in yellow). Amended amounts are derived from FY 2018 actual expenditures (unaudited) for each of the three funds identified above. A budget ordinance is also included immediately following this memo.

Ordinance No. 2018-____

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

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

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

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

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

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

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

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

Passed by the City 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.

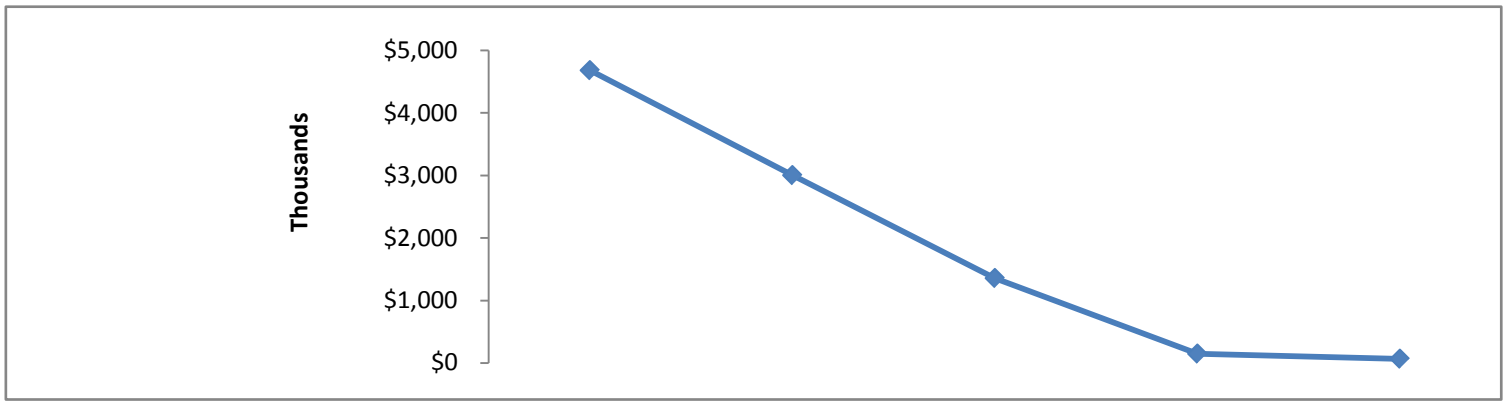
_____
MAYOR

Schedule A

CITY-WIDE CAPITAL FUND (23)

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

	FY 2015 Actual	FY 2016 Actual	FY 2017 Actual	FY 2018 Adopted Budget	FY 2018 Amended Budget
Revenue					
Intergovernmental	62,761	135,722	534,354	200,224	200,224
Licenses & Permits	105,266	141,203	196,003	73,000	168,804
Charges for Service	693,467	700,156	718,872	700,000	700,000
Investment Earnings	10,424	1,630	3,703	1,000	1,000
Reimbursements	1,261,619	399,561	199,851	472,617	472,617
Other Financing Sources	4,408,084	210,243	73,502	1,258,924	1,258,924
Total Revenue	**6,541,621**	**1,588,515**	**1,726,285**	**2,705,765**	**2,801,569**
Expenditures					
Contractual Services	295,580	130,762	107,274	161,675	257,479
Supplies	5,971.00	8,913	27,847	35,000	35,000
Capital Outlay	2,147,884	2,711,081	2,825,760	2,940,753	3,319,666
Debt Service	75,000	405,937	404,138	403,588	403,588
Other Financing Uses	9,034	12,621	9,645	78,510	78,510
Total Expenditures	**2,533,469**	**3,269,314**	**3,374,664**	**3,619,526**	**4,094,243**
Surplus (Deficit)	4,008,152	(1,680,799)	(1,648,379)	(913,761)	(1,292,674)
Ending Fund Balance	**4,684,706**	**3,003,908**	**1,355,530**	**144,741**	**62,856**
	184.9%	*91.9%*	*40.2%*	*4.0%*	*1.5%*



United City of Yorkville

City-Wide Capital Fund

23

CITY-WIDE CAPITAL FUND REVENUE

Account	Description	FY 2015 Actual	FY 2016 Actual	FY 2017 Actual	FY 2018 Adopted	FY 2018 Amended
Intergovernmental						
23-000-41-00-4161	FEDERAL GRANTS - ITEP DOWNTOWN	42,461	11,244	31,109	1,600	1,600
23-000-41-00-4162	FEDERAL GRANTS - RIVER ROAD BRIDGE	(9,411)	-	-	-	-
23-000-41-00-4169	FEDERAL GRANTS - MILL STREET LAFO	-	1,075	24,606	-	-
23-000-41-00-4178	FEDERAL GRANTS - ITEP KENNEDY RD TRAIL	29,711	71,327	2,475	133,424	133,424
23-000-41-00-4188	STATE GRANTS - EDP WRIGLEY (RTE 47)	-	52,076	476,164	65,200	65,200
	Total: Intergovernmental	**$62,761**	**$135,722**	**$534,354**	**$200,224**	**$200,224**
Licenses & Permits						
23-000-42-00-4210	BUILDING PERMITS	-	-	35,365	-	-
23-000-42-00-4214	DEVELOPMENT FEES - CW CAPITAL	6,900	6,150	1,085	6,000	6,000
23-000-42-00-4216	BUILD PROGRAM PERMITS	78,157	85,565	61,008	-	95,804
23-000-42-00-4218	DEVELOPMENT FEES - MUNI BLDG	2,209	7,077	9,645	7,000	7,000
23-000-42-00-4222	ROAD CONTRIBUTION FEE	18,000	40,000	88,000	60,000	60,000
23-000-42-00-4224	RENEW PROGRAM PERMITS	-	2,411	900	-	-
	Total: Licenses & Permits	**$105,266**	**$141,203**	**$196,003**	**$73,000**	**$168,804**
Charges for Service						
23-000-44-00-4440	ROAD INFRASTRUCTURE FEE	693,467	700,156	718,872	700,000	700,000
	Total: Charges for Service	**$693,467**	**$700,156**	**$718,872**	**$700,000**	**$700,000**
Investment Earnings						
23-000-45-00-4500	INVESTMENT EARNINGS	4,423	1,630	3,703	1,000	1,000
23-000-45-00-4550	GAIN ON INVESTMENT	6,001	-	-	-	-
	Total: Investment Earnings	**$10,424**	**$1,630**	**$3,703**	**$1,000**	**$1,000**
Reimbursements						
23-000-46-00-4606	REIMB - COM ED	93,095	316,905	-	-	-
23-000-46-00-4607	REIMB - BLACKBERRY WOODS	-	11,999	131,574	-	-
23-000-46-00-4608	REIMB - KENNEDY RD IMPROVEMENTS	-	-	-	160,000	160,000
23-000-46-00-4620	REIMB - PULTE (AUTUMN CREEK)	1,148,170	25,703	-	-	-
23-000-46-00-4630	REIMB - STAGECOACH CROSSING	-	-	63,404	-	-
23-000-46-00-4660	REIMB - PUSH FOR THE PATH	7,727	38,618	1,413	312,617	312,617
23-000-46-00-4690	REIMB - MISCELLANEOUS	12,627	6,336	3,460	-	-
	Total: Reimbursements	**$1,261,619**	**$399,561**	**$199,851**	**$472,617**	**$472,617**
Other Financing Sources						
23-000-49-00-4900	BOND PROCEEDS	4,295,000	-	-	-	-
23-000-49-00-4903	PREMIUM ON BOND ISSUANCE	49,789	-	-	-	-

United City of Yorkville

City-Wide Capital Fund

23

CITY-WIDE CAPITAL FUND REVENUE

Account	Description	FY 2015 Actual	FY 2016 Actual	FY 2017 Actual	FY 2018 Adopted	FY 2018 Amended
23-000-49-00-4905	LOAN PROCEEDS	-	152,183	-	-	-
23-000-49-00-4910	SALE OF CAPITAL ASSETS	-	-	1,900	-	-
23-000-49-00-4916	TRANSFER FROM GENERAL - CW B&G	49,795	58,060	71,602	160,000	160,000
23-000-49-00-4951	TRANSFER FROM WATER	-	-	-	1,098,924	1,098,924
23-000-49-00-4988	TRANSFER TO DOWNTOWN TIF	13,500	-	-	-	-
	Total: Other Financing Sources	**$4,408,084**	**$210,243**	**$73,502**	**$1,258,924**	**$1,258,924**
	Total: CITY-WIDE CAPITAL REVENUE	**$6,541,621**	**$1,588,515**	**$1,726,285**	**$2,705,765**	**$2,801,569**

United City of Yorkville

City-Wide Capital Fund

216

CITY-WIDE BUILDING & GROUNDS EXPENDITURES

Account	Description	FY 2015 Actual	FY 2016 Actual	FY 2017 Actual	FY 2018 Adopted	FY 2018 Amended
Contractual Services						
23-216-54-00-5405	BUILD PROGRAM	6,000	8,945	4,850	-	9,956
23-216-54-00-5446	PROPERTY & BLDG MAINT SERVICES	37,824	40,202	43,755	125,000	125,000
	Total: Contractual Services	**$43,824**	**$49,147**	**$48,605**	**$125,000**	**$134,956**
Supplies						
23-216-56-00-5656	PROPERTY & BLDG MAINT SUPPLIES	5,971	8,913	27,847	35,000	35,000
	Total: Supplies	**$5,971**	**$8,913**	**$27,847**	**$35,000**	**$35,000**
Other Financing Uses						
23-216-99-00-9901	TRANSFER TO GENERAL	2,209	7,077	9,645	7,000	7,000
	Total: Other Financing Uses	**$2,209**	**$7,077**	**$9,645**	**$7,000**	**$7,000**
	Total: CW B&G EXPENDITURES	**$52,004**	**$65,137**	**$86,097**	**$167,000**	**$176,956**

United City of Yorkville

City-Wide Capital Fund

230

CITY-WIDE CAPITAL EXPENDITURES

Account	Description	FY 2015 Actual	FY 2016 Actual	FY 2017 Actual	FY 2018 Adopted	FY 2018 Amended
Contractual Services						
23-230-54-00-5402	BOND ISSUANCE COSTS	52,025	-	-	-	-
23-230-54-00-5405	BUILD PROGRAM	72,157	76,620	56,158	-	85,848
23-230-54-00-5406	RENEW PROGRAM	-	2,411	900	-	-
23-230-54-00-5465	ENGINEERING SERVICES	5,856	1,370	-	35,000	35,000
23-230-54-00-5489	LOSS ON INVESTMENT	120,631	-	-	-	-
23-230-54-00-5498	PAYING AGENT FEES	-	475	475	475	475
23-230-54-00-5499	BAD DEBT	1,087	739	1,136	1,200	1,200
	Total: Contractual Services	**$251,756**	**$81,615**	**$58,669**	**$36,675**	**$122,523**
Capital Outlay						
23-230-60-00-6007	KENNEDY ROAD - AUTUMN CREEK	1,067,717	25,703	-	-	-
23-230-60-00-6008	BEECHER & CORNEILS ROAD	93,095	318,507	-	-	-
23-230-60-00-6009	WRIGLEY (RTE 47) EXPANSION	-	57,430	454,548	65,200	65,200
23-230-60-00-6011	PROPERTY ACQUISITION	-	-	160,877	-	-
23-230-60-00-6014	BLACKBERRY WOODS	-	11,999	131,574	-	-
23-230-60-00-6016	US34 (CENTER/ELDAMIAN RD) PROJECT	-	-	-	151,300	151,300
23-230-60-00-6017	STAGECOACH CROSSING	-	-	63,304	-	-
23-230-60-00-6018	GREENBRIAR POND NATURALIZATION	18,769	12,632	8,649	4,672	4,672
23-230-60-00-6019	BRISTOL BAY ACCESS ROAD	-	-	-	-	50,000
23-230-60-00-6025	ROAD TO BETTER ROADS PROGRAM	405,718	509,430	695,767	400,000	400,000
23-230-60-00-6041	SIDEWALK CONSTRUCTION	8,065	3,598	806	7,500	7,500
23-230-60-00-6048	DOWNTOWN STREETSCAPE IMPROVEMENT	53,077	14,055	39,088	2,000	2,000
23-230-60-00-6059	US34 (IL 47/ORCHARD RD) PROJECT	-	-	16,497	94,600	94,600
23-230-60-00-6073	GAME FARM ROAD PROJECT	354,220	1,377,783	13,364	-	328,913
23-230-60-00-6075	RIVER ROAD BRIDGE PROJECT	-	152,183	-	-	-
23-230-60-00-6082	COUNTRYSIDE PKY IMPROVEMENTS	-	117,202	1,211,639	645,940	645,940
23-230-60-00-6084	CENTER & COUNTRYSIDE IMPROVEMENTS	-	-	-	522,000	522,000
23-230-60-00-6086	KENNEDY ROAD IMPROVEMENTS	-	-	25,753	601,500	601,500
23-230-60-00-6094	KENNEDY ROAD BIKE TRAIL	37,438	109,946	3,894	446,041	446,041
23-230-60-00-6095	SUNFLOWER ESTATES - DRAINAGE IMPROV	109,785	613	-	-	-
	Total: Capital Outlay	**$2,147,884**	**$2,711,081**	**$2,825,760**	**$2,940,753**	**$3,319,666**
Debt Service - 2014A Bond						
23-230-78-00-8000	PRINCIPAL PAYMENT	-	135,000	185,000	190,000	190,000
23-230-78-00-8050	INTEREST PAYMENT	-	195,937	144,138	138,588	138,588
	Total: Debt Service - 2014A Bond	**$0**	**$330,937**	**$329,138**	**$328,588**	**$328,588**

United City of Yorkville

City-Wide Capital Fund

230

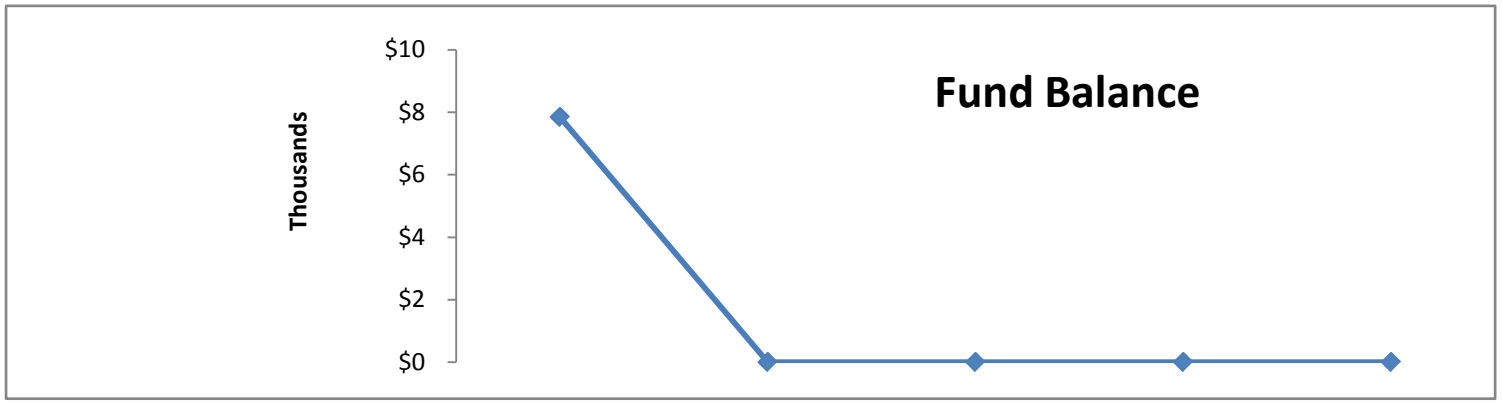
CITY-WIDE CAPITAL EXPENDITURES

Account	Description	FY 2015 Actual	FY 2016 Actual	FY 2017 Actual	FY 2018 Adopted	FY 2018 Amended
Kendall County Loan - River Road Bridge						
23-230-97-00-8000	PRINCIPAL PAYMENT	75,000	75,000	75,000	75,000	75,000
Total:	**Kendall Co Loan - River Rd Bridge**	**$75,000**	**$75,000**	**$75,000**	**$75,000**	**$75,000**
Other Financing Uses						
23-230-99-00-9915	TRANSFER TO MOTOR FUEL TAX	6,825	5,544	-	-	-
23-230-99-00-9951	TRANSFER TO WATER	-	-	-	71,510	71,510
	27% of Annual Debt Service Amount for 2015A Bonds					
Total:	**Other Financing Uses**	**$6,825**	**$5,544**	**$0**	**$71,510**	**$71,510**
Total:	**CITY-WIDE CAP EXPENDITURES**	**$2,481,465**	**$3,204,177**	**$3,288,567**	**$3,452,526**	**$3,917,287**

DEBT SERVICE FUND (42)

This fund accumulates monies for payment of the 2014B bonds, which refunded the 2005A Bonds which were originally issued to finance road improvements.

	FY 2015 Actual	FY 2016 Actual	FY 2017 Actual	FY 2018 Adopted Budget	FY 2018 Amended Budget
Revenue					
Taxes	327,984	164,852	47,070	-	-
Licenses & Permits	7,418	14,281	7,015	5,000	6,051
Investment Earnings	5	11	-	-	-
Other Financing Sources	2,369,891	127,243	266,979	315,225	315,225
Total Revenue	**2,705,298**	**306,387**	**321,064**	**320,225**	**321,276**
Expenditures					
Contractual Services	39,617	3,979	914	475	1,526
Debt Service	304,042	310,250	320,150	319,750	319,750
Other Financing Uses	2,359,115	-	-	-	-
Total Expenditures	**2,702,774**	**314,229**	**321,064**	**320,225**	**321,276**
Surplus (Deficit)	2,524	(7,842)	0	-	-
Ending Fund Balance	**7,842**	**0**	**0**	**0**	**0**
	0.3%	*0.0%*	*0.0%*	*0.0%*	*0.0%*



United City of Yorkville

Debt Service Fund

42

DEBT SERVICE FUND REVENUE

Account	Description	FY 2015 Actual	FY 2016 Actual	FY 2017 Actual	FY 2018 Adopted	FY 2018 Amended
Taxes						
42-000-40-00-4000	PROPERTY TAXES - 2014B BOND	327,984	164,852	47,070	-	-
	Total: Taxes	**$327,984**	**$164,852**	**$47,070**	**$0**	**$0**
License & Permits						
42-000-42-00-4208	RECAPTURE FEES - WATER & SEWER	1,696	10,777	6,577	5,000	5,000
42-000-42-00-4216	BUILD PROGRAM PERMITS	5,722	3,466	425	-	1,051
42-000-42-00-4224	RENEW PROGRAM	-	38	13	-	-
	Total: Licenses & Permits	**$7,418**	**$14,281**	**$7,015**	**$5,000**	**$6,051**
Investment Earnings						
42-000-45-00-4500	INVESTMENT EARNINGS	5	11	-	-	-
	Total: Investment Earnings	**$5**	**$11**	**$0**	**$0**	**$0**
Other Financing Sources						
42-000-49-00-4901	TRANSFER FROM GENERAL	-	127,243	266,979	315,225	315,225
42-000-49-00-4902	BOND ISSUANCE	2,300,000	-	-	-	-
42-000-49-00-4903	PREMIUM ON BOND ISSUANCE	69,891	-	-	-	-
	Total: Other Financing Sources	**$2,369,891**	**$127,243**	**$266,979**	**$315,225**	**$315,225**
	Total: DEBT SERVICE FUND REVENUE	**$2,705,298**	**$306,387**	**$321,064**	**$320,225**	**$321,276**

United City of Yorkville

Debt Service Fund

420

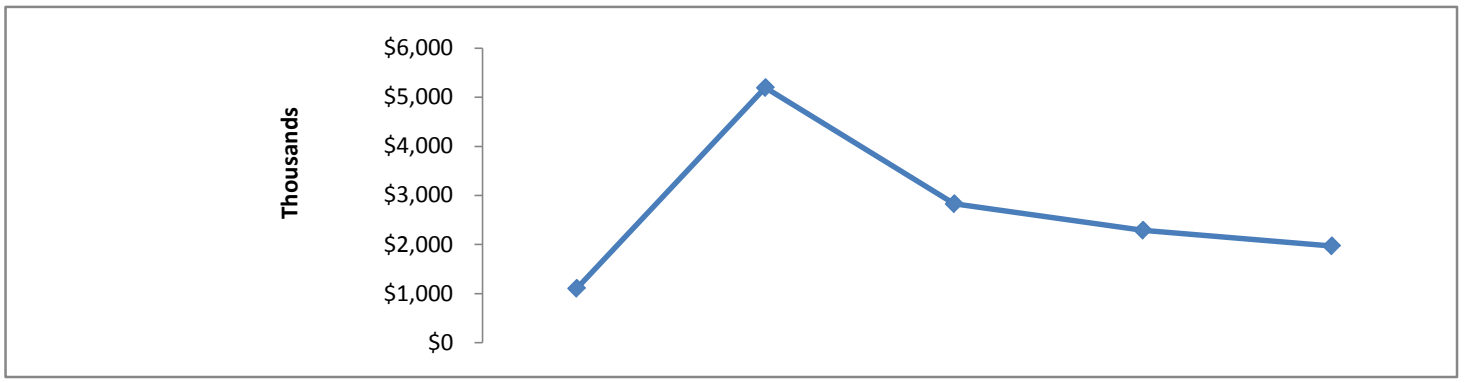
DEBT SERVICE FUND EXPENDITURES

Account	Description	FY 2015 Actual	FY 2016 Actual	FY 2017 Actual	FY 2018 Adopted	FY 2018 Amended
Contractual Services						
42-420-54-00-5402	BOND ISSUANCE COSTS	33,306	-	-	-	-
42-420-54-00-5405	BUILD PROGRAM	5,722	3,466	425	-	1,051
42-420-54-00-5406	RENEW PROGRAM	-	38	13	-	-
42-420-54-00-5498	PAYING AGENT FEES	589	475	476	475	475
	Total: Contractual Services	**$39,617**	**$3,979**	**$914**	**$475**	**$1,526**
Debt Service - 2014B Bond						
42-420-79-00-8000	PRINCIPAL PAYMENT	-	255,000	270,000	275,000	275,000
42-420-79-00-8050	INTEREST PAYMENT	22,253	55,250	50,150	44,750	44,750
	Total: Debt Service - 2014B Bond	**$22,253**	**$310,250**	**$320,150**	**$319,750**	**$319,750**
Debt Service - 2005A Bond						
42-420-82-00-8000	PRINCIPAL PAYMENT	225,000	-	-	-	-
42-420-82-00-8050	INTEREST PAYMENT	56,789	-	-	-	-
	Total: Debt Service - 2005A Bond	**$281,789**	**$0**	**$0**	**$0**	**$0**
Other Financing Uses						
42-420-99-00-9960	PAYMENT TO ESCROW AGENT	2,359,115	-	-	-	-
	Total: Other Financing Uses	**$2,359,115**	**$0**	**$0**	**$0**	**$0**
	Total: DEBT SERVICE	**$2,702,774**	**$314,229**	**$321,064**	**$320,225**	**$321,276**

WATER FUND (51)

The Water Fund is an enterprise fund which is comprised of both a capital and operational budget. The capital portion is used for the improvement and expansion of water infrastructure, while the operational side is used to service and maintain City water systems.

	FY 2015 Actual	FY 2016 Actual	FY 2017 Actual	FY 2018 Adopted Budget	FY 2018 Amended Budget
Revenue					
Taxes	5,210	-	-	-	-
Licenses & Permits	112,323	162,468	171,840	-	165,755
Charges for Service	2,513,791	3,461,906	3,955,944	4,088,800	4,088,800
Investment Earnings	2,034	5,492	9,729	5,000	5,000
Reimbursements	3,970	4,605	27,256	-	-
Miscellaneous	57,775	57,261	60,865	58,582	58,582
Other Financing Sources	1,373,687	4,369,998	6,325,992	145,385	145,385
Total Revenue	**4,068,790**	**8,061,730**	**10,551,626**	**4,297,767**	**4,463,522**
Expenditures					
Salaries	354,098	376,019	390,595	430,549	430,549
Benefits	211,030	218,947	235,050	266,965	266,965
Contractual Services	609,139	887,201	827,278	886,366	1,052,121
Supplies	245,704	266,102	326,045	323,013	323,013
Capital Outlay	474,916	1,069,736	3,499,902	807,937	807,937
Debt Service	1,168,385	1,147,429	1,449,609	1,344,749	1,344,749
Other Financing Uses	1,256,453	-	6,193,291	1,098,924	1,098,924
Total Expenses	**4,319,725**	**3,965,434**	**12,921,770**	**5,158,503**	**5,324,258**
Surplus (Deficit)	(250,935)	4,096,296	(2,370,144)	(860,736)	(860,736)
Ending Fund Balance Equivalent	**1,099,988**	**5,196,289**	**2,826,144**	**2,285,570**	**1,965,408**
	25.5%	*131.0%*	*21.9%*	*44.3%*	*36.9%*



United City of Yorkville

Water Fund

51

WATER FUND REVENUE

Account	Description	FY 2015 Actual	FY 2016 Actual	FY 2017 Actual	FY 2018 Adopted	FY 2018 Amended
Taxes						
51-000-40-00-4000	PROPERTY TAXES - 2007A BOND	5,210	-	-	-	-
	Total: Taxes	**$5,210**	**$0**	**$0**	**$0**	**$0**
Licenses & Permits						
51-000-42-00-4216	BUILD PROGRAM PERMIT	112,323	162,468	171,840	-	165,755
	Total: Licenses & Permits	**$112,323**	**$162,468**	**$171,840**	**$0**	**$165,755**
Charges for Services						
51-000-44-00-4424	WATER SALES	2,019,810	2,463,058	2,952,074	2,956,000	2,956,000
51-000-44-00-4425	BULK WATER SALES	29,590	(6,660)	5,250	5,000	5,000
51-000-44-00-4426	LATE PENALTIES - WATER	91,488	101,208	104,425	105,000	105,000
51-000-44-00-4430	WATER METER SALES	15,782	38,102	66,280	50,000	50,000
51-000-44-00-4440	WATER INFRASTRUCTURE FEE	343,961	717,028	734,552	725,000	725,000
51-000-44-00-4450	WATER CONNECTION FEES	13,160	149,170	93,363	247,800	247,800
	Total: Charges for Services	**$2,513,791**	**$3,461,906**	**$3,955,944**	**$4,088,800**	**$4,088,800**
Investment Earnings						
51-000-45-00-4500	INVESTMENT EARNINGS	1,236	5,492	9,729	5,000	5,000
51-000-45-00-4550	GAIN ON INVESTMENT	798	-	-	-	-
	Total: Investment Earnings	**$2,034**	**$5,492**	**$9,729**	**$5,000**	**$5,000**
Reimbursements						
51-000-46-00-4690	REIMB - MISCELLANEOUS	3,970	4,605	27,256	-	-
	Total: Reimbursements	**$3,970**	**$4,605**	**$27,256**	**$0**	**$0**
Miscellaneous						
51-000-48-00-4820	RENTAL INCOME	55,560	56,888	60,495	58,582	58,582
51-000-48-00-4850	MISCELLANEOUS INCOME	2,215	373	370	-	-
	Total: Miscellaneous	**$57,775**	**$57,261**	**$60,865**	**$58,582**	**$58,582**
Other Financing Sources						
51-000-49-00-4900	BOND PROCEEDS	-	4,100,000	-	-	-
51-000-49-00-4902	BOND ISSUANCE	1,263,500	-	5,800,000	-	-
51-000-49-00-4903	PREMIUM ON BOND ISSUANCE	26,599	193,723	449,023		
51-000-49-00-4910	SALE OF CAPITAL ASSETS	-	-	1,894	-	-
51-000-49-00-4923	TRANSFER FROM CITY-WIDE CAPITAL	-	-	-	71,510	71,510
51-000-49-00-4952	TRANSFER FROM SEWER	83,588	76,275	75,075	73,875	73,875
	Total: Other Financing Sources	**$1,373,687**	**$4,369,998**	**$6,325,992**	**$145,385**	**$145,385**
	Total: WATER FUND REVENUE	**$4,068,790**	**$8,061,730**	**$10,551,626**	**$4,297,767**	**$4,463,522**

United City of Yorkville

Water Fund

510

WATER OPERATIONS

Account	Description	FY 2015 Actual	FY 2016 Actual	FY 2017 Actual	FY 2018 Adopted	FY 2018 Amended
Salaries						
51-510-50-00-5010	SALARIES & WAGES	343,733	365,077	375,148	388,749	388,749
51-510-50-00-5015	PART-TIME SALARIES	2,808	3,611	5,530	29,800	29,800
51-510-50-00-5020	OVERTIME	7,557	7,331	9,917	12,000	12,000
	Total: Salaries	**$354,098**	**$376,019**	**$390,595**	**$430,549**	**$430,549**
Benefits						
51-510-52-00-5212	RETIREMENT PLAN CONTRIBUTION	39,878	40,267	41,132	43,749	43,749
51-510-52-00-5214	FICA CONTRIBUTION	25,689	27,354	28,326	31,730	31,730
51-510-52-00-5216	GROUP HEALTH INSURANCE	113,371	113,806	127,757	148,964	148,964
51-510-52-00-5222	GROUP LIFE INSURANCE	701	777	705	705	705
51-510-52-00-5223	DENTAL INSURANCE	7,130	8,712	9,147	9,605	9,605
51-510-52-00-5224	VISION INSURANCE	793	1,131	1,131	1,165	1,165
51-510-52-00-5230	UNEMPLOYMENT INSURANCE	716	1,785	1,148	2,000	2,000
51-510-52-00-5231	LIABILITY INSURANCE	22,752	25,115	25,704	29,047	29,047
	Total: Benefits	**$211,030**	**$218,947**	**$235,050**	**$266,965**	**$266,965**
Contractual Services						
51-510-54-00-5401	ADMINISTRATIVE CHARGEBACK	-	-	-	108,154	108,154
51-510-54-00-5402	BOND ISSUANCE COSTS	24,378	40,456	55,732	-	-
51-510-54-00-5405	BUILD PROGRAM	112,323	162,468	171,840	-	165,755
51-510-54-00-5412	TRAINING & CONFERENCES	2,305	3,072	3,178	6,500	6,500
51-510-54-00-5415	TRAVEL & LODGING	942	1,193	2,123	1,600	1,600
51-510-54-00-5426	PUBLISHING & ADVERTISING	148	211	605	1,000	1,000
51-510-54-00-5429	WATER SAMPLES	9,823	6,842	7,607	12,000	12,000
51-510-54-00-5430	PRINTING & DUPLICATING	112	2,679	2,405	3,000	3,000
51-510-54-00-5440	TELECOMMUNICATIONS	20,221	24,715	30,807	30,000	30,000
51-510-54-00-5445	TREATMENT FACILITY SERVICES	108,905	113,208	143,204	120,000	120,000
51-510-54-00-5448	FILING FEES	4,253	3,753	2,058	5,000	5,000
51-510-54-00-5452	POSTAGE & SHIPPING	17,953	18,206	16,838	19,000	19,000
51-510-54-00-5460	DUES & SUBSCRIPTIONS	978	1,080	1,603	1,600	1,600
51-510-54-00-5462	PROFESSIONAL SERVICES	20,343	47,595	39,025	45,000	45,000
51-510-54-00-5465	ENGINEERING SERVICES	-	187,840	46,960	200,000	200,000
51-510-54-00-5466	LEGAL SERVICES	-	-	-	2,000	2,000
51-510-54-00-5480	UTILITIES	245,641	239,114	256,914	270,300	270,300
51-510-54-00-5483	JULIE SERVICES	4,570	4,300	7,849	6,500	6,500

United City of Yorkville

Water Fund

510

WATER OPERATIONS

Account	Description	FY 2015 Actual	FY 2016 Actual	FY 2017 Actual	FY 2018 Adopted	FY 2018 Amended
51-510-54-00-5485	RENTAL & LEASE PURCHASE	504	464	423	750	750
51-510-54-00-5488	OFFICE CLEANING	-	-	-	4,167	4,167
51-510-54-00-5489	LOSS ON INVESTMENT	16,036	-	-	-	-
51-510-54-00-5490	VEHICLE MAINTENANCE SERVICES	7,077	14,551	8,862	15,000	15,000
51-510-54-00-5495	OUTSIDE REPAIR & MAINTENANCE	3,380	6,994	15,096	25,000	25,000
51-510-54-00-5498	PAYING AGENT FEES	2,354	2,241	1,415	2,295	2,295
51-510-54-00-5499	BAD DEBT	6,893	6,219	12,734	7,500	7,500
	Total: Contractual Services	**$609,139**	**$887,201**	**$827,278**	**$886,366**	**$1,052,121**
Supplies						
51-510-56-00-5600	WEARING APPAREL	3,434	5,194	4,264	4,200	4,200
51-510-56-00-5620	OPERATING SUPPLIES	12,352	5,993	7,744	15,000	15,000
51-510-56-00-5628	VEHICLE MAINTENACE SUPPLIES	2,314	1,082	699	5,000	5,000
51-510-56-00-5630	SMALL TOOLS & EQUIPMENT	1,921	1,144	4,447	2,000	2,000
51-510-56-00-5635	COMPUTER EQUIPMENT & SOFTWARE	1,616	641	850	2,000	2,000
51-510-56-00-5638	TREATMENT FACILITY SUPPLIES	146,540	151,829	173,204	181,913	181,913
51-510-56-00-5640	REPAIR & MAINTENANCE	20,263	12,970	19,307	20,000	20,000
51-510-56-00-5664	METERS & PARTS	32,520	72,039	97,378	70,000	70,000
51-510-56-00-5665	JULIE SUPPLIES	1,788	1,272	3,669	1,500	1,500
51-510-56-00-5695	GASOLINE	22,956	13,938	14,483	21,400	21,400
	Total: Supplies	**$245,704**	**$266,102**	**$326,045**	**$323,013**	**$323,013**
Capital Outlay						
51-510-60-00-6022	WELL REHABILITATIONS	-	128,876	174,197	203,000	203,000
51-510-60-00-6025	ROAD TO BETTER ROADS PROGRAM	277,372	259,341	316,911	250,000	250,000
51-510-60-00-6059	US34 (IL RT47/ORCHARD RD) PROJECT	-	-	-	10,000	10,000
51-510-60-00-6060	EQUIPMENT	-	-	3,248	10,000	10,000
51-510-60-00-6066	RTE 71 WATERMAIN RELOCATION	-	15,955	24,195	14,580	14,580
51-510-60-00-6070	VEHICLES	-	-	65,710	-	-
51-510-60-00-6079	ROUTE 47 EXPANSION	197,544	197,544	197,544	197,544	197,544
51-510-60-00-6082	COUNTRYSIDE PKY IMPROVEMENTS	-	468,020	2,718,097	122,813	122,813
	Total: Capital Outlay	**$474,916**	**$1,069,736**	**$3,499,902**	**$807,937**	**$807,937**
Debt Service - 2015A Bond						
51-510-77-00-8000	PRINCIPAL PAYMENT	-	-	73,543	113,987	113,987
51-510-77-00-8050	INTEREST PAYMENT	-	-	228,066	161,053	161,053
	Total: Debt Service - 2015A Bond	**$0**	**$0**	**$301,609**	**$275,040**	**$275,040**

United City of Yorkville

Water Fund

510

WATER OPERATIONS

Account	Description	FY 2015 Actual	FY 2016 Actual	FY 2017 Actual	FY 2018 Adopted	FY 2018 Amended
Debt Service - 2007A Bond						
51-510-83-00-8000	PRINCIPAL PAYMENT	15,000	15,000	15,000	-	-
51-510-83-00-8050	INTEREST PAYMENT	122,423	121,793	121,163	-	-
Total:	**Debt Service - 2007A Bond**	**$137,423**	**$136,793**	**$136,163**	**$0**	**$0**
Debt Service - 2016 Refunding Bond						
51-510-85-00-8000	PRINCIPAL PAYMENT	-	-	-	430,000	430,000
51-510-85-00-8050	INTEREST PAYMENT	-	-	-	249,629	249,629
Total:	**Debt Service - 2016 Refunding Bond**	**$0**	**$0**	**$0**	**$679,629**	**$679,629**
Debt Service - 2003 Debt Certificates						
51-510-86-00-8000	PRINCIPAL PAYMENT	100,000	100,000	100,000	100,000	100,000
51-510-86-00-8050	INTEREST PAYMENT	29,350	25,450	21,450	17,300	17,300
Total:	**Debt Service - 2003 Debt Certificates**	**$129,350**	**$125,450**	**$121,450**	**$117,300**	**$117,300**
Debt Service - 2006A Refunding Debt Certificates						
51-510-87-00-8000	PRINCIPAL PAYMENT	420,000	435,000	460,000	-	-
51-510-87-00-8050	INTEREST PAYMENT	189,406	172,606	155,206	-	-
Total:	**Debt Service - 2006A Refunding**	**$609,406**	**$607,606**	**$615,206**	**$0**	**$0**
Debt Service - 2005C Bond						
51-510-88-00-8000	PRINCIPAL PAYMENT	100,000	-	-	-	-
51-510-88-00-8050	INTEREST PAYMENT	54,065	-	-	-	-
Total:	**Debt Service - 2005C Bond**	**$154,065**	**$0**	**$0**	**$0**	**$0**
Debt Service - IEPA Loan L17-156300						
51-510-89-00-8000	PRINCIPAL PAYMENT	92,224	94,544	96,923	99,361	99,361
51-510-89-00-8050	INTEREST PAYMENT	32,806	30,486	28,108	25,669	25,669
Total:	**Debt Service - IL EPA Loan 156300**	**$125,030**	**$125,030**	**$125,031**	**$125,030**	**$125,030**
Debt Service - 2014C Refunding Bond						
51-510-94-00-8000	PRINCIPAL PAYMENT	-	120,000	120,000	120,000	120,000
51-510-94-00-8050	INTEREST PAYMENT	13,111	32,550	30,150	27,750	27,750
Total:	**Debt Service - 2014C Ref Bond**	**$13,111**	**$152,550**	**$150,150**	**$147,750**	**$147,750**
Other Financing Uses						
51-510-99-00-9923	TRANSFER TO CITY-WIDE CAPITAL	-	-	-	1,098,924	1,098,924
51-510-99-00-9960	PAYMENT TO ESCROW AGENT	1,256,453	-	6,193,291	-	-
Total:	**Other Financing Uses**	**$1,256,453**	**$0**	**$6,193,291**	**$1,098,924**	**$1,098,924**
Total:	**WATER OPERATIONS**	**$4,319,725**	**$3,965,434**	**$12,921,770**	**$5,158,503**	**$5,324,258**

NOTE 2 – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY – Continued

BUDGETARY INFORMATION – Continued

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- Prior the May 1, the Mayor submits to the City Council the proposed budget for the fiscal year commencing the following May1. The operating budget includes proposed expenditures and the means of financing them.
- Public hearings are conducted at the City offices to obtain taxpayer comments.
- Prior to May 1, the budget is legally adopted by a vote of the City Council through passage of an ordinance.
- The budget officer is authorized to transfer budgeted amounts between departments within any fund; however, any revisions that alter the total expenditures of any fund must be approved by the City Council.

EXCESS OF ACTUAL EXPENDITURES OVER BUDGET IN INDIVIDUAL FUNDS

The following funds had an excess of actual expenditures over budget as of the date of this report:

Fund	Excess
Fox Hill Special Service Area	$ 860
Land Cash	35,836
Countryside TIF	42
Municipal Building	750

DEFICIT FUND EQUITY

The following funds had deficit fund equity as of the date of this report:

Fund	Deficit
Land Cash	$ 294,778
Municipal Building	579,374
Recreation Center	220,001

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

Agenda Item Number

Consent Agenda #5

Tracking Number

ADM 2018-61

Agenda Item Summary Memo

Title: Copier RFP

Meeting and Date: City Council – July 24, 2018

Synopsis: Please see attached memo.

Council Action Previously Taken:

Date of Action: ADM 07/18/18 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2018-61

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson (Name) Finance (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: Administration Committee
From: Rob Fredrickson, Finance Director
Date: July 3, 2018
Subject: Request for Proposals – Copier Equipment & Related Services

---

The City currently leases six copiers from Konica Minolta, Inc (Downers Grove, IL). Copiers are located at the following locations across the City: City Hall (two copiers - Administration/Finance & Community Development); Police Department (two copiers – police administration and the patrol area downstairs); Public Works building (copier used by both Public Works & Park Departments); and the ARC Building (Recreation). The existing lease is for 36-months and is set to expire on October 31st of this year.

Due to the expiration of the lease, it is the recommendation of staff that the City once again seek proposals for the purpose of leasing copier equipment. The attached RFP requests that proposing firms indentify the costs of each copier, along with the corresponding maintenance costs, over the course of a 36, 48 and 60 month lease term beginning on November 1, 2018. In addition, all copiers must meet the technical and operating requirements set forth in the RFP.

Assuming approval of the RFP at the July Administration Committee meeting, it will then be presented for final approval by City Council at the July 24th meeting. After Council approval, the RFP will be e-mailed to all known bidders (including those companies who participated in the 2015 RFP); posted on the City's website and a public notice will be printed in the Beacon News. Proposals are scheduled to be due at the close of business on Friday, August 17th. After reviewing all the bids, staff will make its recommendation to the Administration Committee on September 19th, with the winning bidder to be determined by City Council at the September 25th meeting. The Copier RFP has been attached for your review and consideration.

UNITED CITY OF YORKVILLE
REQUESTS FOR PROPOSALS
FOR
COPIER EQUIPMENT & RELATED SERVICES

July - August 2018
800 Game Farm Road
Yorkville, IL 60560

Copier Equipment Request for Proposal

The United City of Yorkville ("City") is requesting proposals for the fulfillment of six (6) multifunction copiers to be used at City offices. Please fill out all applicable sections of this proposal.

There is no expressed or implied obligation for the United City of Yorkville to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, please submit your proposal no later than 4:30 p.m. on Friday, August 17, 2018. Proposals may be submitted via e-mail to Rob Fredrickson, Finance Director, at rfredrickson@yorkville.il.us or mailed in a sealed envelope to the following address:

United City of Yorkville
Attn: Rob Fredrickson – Finance Director
800 Game Farm Road
Yorkville, Illinois 60560

Questions on the proposal can be submitted to the e-mail address listed above. Any response will be submitted to all firms, who the City has knowledge of, who may be submitting a proposal.

Introduction

The City is looking to replace its fleet of multifunction copiers with new equipment as **our current lease is ending October 31, 2018.** We are looking for proposals from established businesses experienced with the lease, maintenance, supply and support of multifunction copiers. All of the proposed copiers are to be leased with the option to purchase at the end of term at fair-market value. In addition to the lease of the equipment, we are seeking a maintenance and supply contract that will run concurrent with the lease agreement. One vendor will be selected to service and supply all of the copiers. All costs are to be laid out in this proposal and are to be fixed for the term of the lease and maintenance contract. The City retains the right to reject any or all submissions. It is anticipated that final approval of the selected proposal will be given by our City Council at the **Tuesday, September 25, 2018** City Council meeting.

Submission

Vendor is to submit to the City a proposal for the lease of six (6) new copiers with an accompanying maintenance contract. The guidelines for the lease and maintenance contract are outlined below. All proposals must include an option for a 36, 48 or 60 month lease term that begins on **November 1, 2018**. All pricing should be broken down per-copier, with the costs for optional features defined. The vendor shall specify if they are unable to meet or exceed any criteria laid out in the following sections. Furthermore, a Cost Summary Worksheet (Appendix A; page 7 of RFP) must be completed and submitted for each copier proposed in response to this RFP.

A. Vendor Information

1. Please provide us with some information about your company. Particularly let us know the length of time your company has been in business, an approximate number of businesses you serve and an approximate number of businesses you serve with similar needs to ours.

2. Please provide us with at least 3 references of other companies you have serviced in our area.

B. General Technical Specifications

1. General Equipment Requirements

Unless specified in Section F of this document, all copiers are to have the following minimum technical specifications.

a) All copiers are to be newly manufactured with no used or refurbished parts.
b) Copiers must be rated at a printing speed of 50 black and white pages per minute for the Administration, Police 1, Community Development and Park & Recreation copiers. Copiers must be rated at a printing speed of 30 black and white pages per minute for the Police 2 and Public Works copiers.
c) All copiers must have the capability to scan documents; .pdf and .tif formats, color (if color capable) and black and white, at least 300dpi, and single and duplex capabilities are required.
    i) The vendor will specify if there is a cost to add scanning capability to the copier.
    ii) The vendor will specify if there is a cost-per-scan associated with the scanning function.
d) All copiers must have the capability to be network printable via an internal ethernet print server.
    i) The vendor will specify if there is a cost to add printing capability to the copier.
e) All copiers must be capable of printing double-sided documents.
f) All copiers must have a bypass tray for the purpose of printing on specialized paper, including envelopes. The bypass tray should have a minimum capacity of 50 sheets of standard 8 ½ x 11 copy paper.
g) All copiers must have an automated document feeder with a minimum capacity of 50 sheets of standard 8½ x 11 copy paper.
h) All copiers must be capable of printing on 8½ x 11, 8½ x 14 and 11 x 17 paper. Paper sizes can be supported through the use of an adjustable tray.
i) All copiers must have these minimum paper tray capacities:
    i) 8½ x 11 – 1,000 sheets
    ii) 8½ x 14 – 500 sheets
    iii) 11 x 17 – 500 sheets
j) All copiers must be functional as “walk-up” copiers.
k) All copiers must be capable of sorting/collating.
l) Ideally the control panels for all copier models should be the same or have the same “look and feel” between models.

2. Networking Requirements

a) All networked copiers are to be installed as multi-function printers on a Windows network. All printers must be able to be installed as a network shareable printer on a Windows 2016 Server and allow printing from Windows 10 PC’s and laptops.
b) Ideally, all models of printers will have a unified print driver or print drivers that have a consistent “look and feel” between them.
c) All copiers must be able to scan documents in color (if color capable) or black and white, .PDF or .TIF format, single or duplexed documents, to an SMB share on a Windows 2016 server. The vendor shall specify the technical requirements for this capability.

C. Supplies and Service

In addition to the proposal of the lease of equipment, the vendor should also provide a breakdown of costs for services, maintenance, supplies not covered by the maintenance agreement, delivery and network configuration.

1. Maintenance and Installation

    a) Vendor shall specify the warranty period of the provided equipment.
    b) The warranty period shall begin when the equipment is installed and accepted by the City.
    c) Any necessary repair or replacement during the warranty period shall be performed at no cost to the City.
    d) The vendor shall provide a toll-free number for placing service calls. Upon placing a service call, the vendor shall respond to the City within two business (2) hours and, if necessary, a service technician shall arrive at the City offices within four business (4) hours to begin work. Business hours for the City are defined as 8:00 a.m. through 4:30 p.m., Monday through Friday excluding holidays.
    e) The City requests that all copiers have the ability to be programmed and maintained over the internet. This includes the ability to program mailboxes and other functions online; place service calls and order supplies via the internet; and auto-send maintenance calls.
    f) Any defect in equipment will be remedied within forty-eight (48) hours of the placement of the initial service call.
    g) If a defect cannot be remedied by the vendor within forty-eight (48) hours the vendor will provide the City with a comparable loaner copier, at no charge.
    h) The vendor will guarantee the availability of replacement equipment and parts for the duration of the maintenance agreement.
    i) The vendor will specify any and all installation or delivery fees for the equipment.
    j) Vendor shall specify if any necessary hard-wiring will need to be performed prior to installation. Hard wiring for data and power will be performed by the City prior to installation by the vendor.
    k) If vendor feels they offer service above and beyond what is specified in this section (e.g. fleet management software, automated services, etc.), please specify.

2. Training

    a) Vendor will provide training of City staff at the time of installation at no cost to the City.
    b) Vendor will provide additional training at no cost to the City, within reason, due to significant re-staffing or alteration of equipment.

D. Pricing and Terms

1. Lease of Equipment

    a) Vendors shall provide three different pricing options for a 36-month, 48-month and 60-month lease on all equipment. The City will decide which option it will pursue after receiving and reviewing all proposals.
    b) Pricing will be locked-in for the length of the lease and maintenance agreement.
    c) At the end of term, the City shall be provided with an option to purchase any or all equipment at a fair market value.
    d) At the end of term, the City shall be provided with an option to extend the lease and maintenance agreement on a month-by-month basis. The pricing during this extension period shall be the same as the original agreement pricing.
    e) Vendor shall specify their terms for the upgrade or downgrade of equipment to accommodate for a change of usage during the lease period.

2. Maintenance Agreement Pricing

   a) Concurrent with the length of the lease, the vendor shall provide a maintenance agreement on all equipment.
   b) Maintenance agreement pricing shall include all maintenance, repairs, parts and consumable supplies (excluding paper). If any consumable supplies are not included in the maintenance agreement, vendor shall specify what is excluded and will provide a cost estimate for the excluded supplies.
   c) Shipping costs for any consumable supplies covered by the maintenance agreement shall be included in the maintenance agreement.
   d) Pricing for the maintenance agreement will be a **cost-per-copy** (including scanned documents, if applicable) charge with no minimums or overages.
   e) It is assumed that there will be a pricing difference between color and black and white copies. Any copier provided with the ability to print in color must be able to track the number of color copies separately from black and white copies and thus charges will be generated accordingly.

3. Billing

   a) Vendor will outline their standard billing procedures. Particularly billing intervals, forms of accepted payment, late fees and grace periods.
   b) Vendor will outline how the number of copies performed will be obtained by the vendor for the purposes of billing.
   c) Due to the structure of City government, checks for invoices may only be issued at specific times throughout the month and only after invoices are approved to be paid by City Council. Vendor must be willing to accommodate delays in payment due to this by either an extended grace period or waiving of late fees.

E. Timeline

Please provide a timeline for the implementation of the new equipment. This timeline should include the installation of new equipment and the training of City staff.

F. Specific Technical Specifications

Listed on the following page is a summary of requested specifications for copiers that will deviate from the general specifications listed in Section B above. This chart includes finishing functions, minimum tray capacity requirements and other capabilities. Also included on this list is our current average monthly volume of black & white and color copies for each respective copier.

For each of these additional functions, please specify the additional cost of adding the feature to the copier or, if necessary, changing to another model of copier.

Copier ID	Color	Hole Punch	Staple	Fax	$8^{1/2}$ x 11 Capacity	Average Monthly Volume Black & White	Color
Admin	x	x	x	x	2,500	13,046	4,653
Police 1	x	x	x	x	2,500	5,894	5,718
Police 2			x		1,000	3,544	n/a
Comm Dvlp	x	x	x	x	2,500	3,418	1,568
Public Works			x		1,000	1,249	n/a
Recreation	x	x	x		2,500	5,140	827
Totals						**32,291**	**12,766**

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

Appendix A

Copier Equipment Request for Proposal - Cost Summary Worksheet

One form to be completed per make/model proposed by vendor, and returned with RFP.

Copier ID	Color	Hole Punch	Staple	Fax	$8^{1/2}$ x 11 Capacity	Average Monthly Volume Black & White	Average Monthly Volume Color
Admin	x	x	x	x	2,500	13,046	4,653
Police 1	x	x	x	x	2,500	5,894	5,718
Police 2			x		1,000	3,544	n/a
Comm Dvlp	x	x	x	x	2,500	3,418	1,568
Public Works			x		1,000	1,249	n/a
Recreation	x	x	x		2,500	5,140	827

Equipment Lease Price (please list as price/month)			Maintenance Contract Price (please list as price/month)		
36-month lease	48-month lease	60-month lease	36-month lease	48-month lease	60-month lease

Cost for features as outlined on Page 5 of RFP, or supplies (excluding paper) not covered under maintenance contract:

Feature or Supplies	36-month lease Indicate price rating (i.e. per month, per copy, etc.)	48-month lease Indicate price rating (i.e. per month, per copy, etc.)	60-month lease Indicate price rating (i.e. per month, per copy, etc.)	Included in price above? (Y or N)

List make and model of proposed equipment:

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

Agenda Item Number

Consent Agenda #6

Tracking Number

ADM 2018-63

Agenda Item Summary Memo

Title: Travel Authorization Amendment

Meeting and Date: City Council – July 24, 2018

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: ADM 07/18/18 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2018-63

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson (Name) Administration (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: July 3, 2018
Subject: Travel Authorization, ICSC reconciliation

Summary

Approval of an amended elected officials travel authorization form for Mayor Golinski for the May 2018 ICSC Recon show.

Background

This item was last discussed by the City Council in June 2017, when the travel authorization form for Mayor Golinski's attendance at the May 2018 ICSC Recon show was approved by City Council. A copy of that travel authorization is attached. At the time, expenditures for airfare only were anticipated, based on past conference costs. This year, additional rental vehicle and parking costs were incurred as follows and must be subsequently approved by City Council:

1. Rental car, parking and associated costs – Vehicle and travel costs to and from the airport, and to and from conference locations have varied in the past few years (i.e. taxis, uber, monorail, rental car) and have been partially or fully covered under my authority (as an attendee) or donated to the City by me. I did not attend the conference this year due to family obligations, which left coordination of the rental car under our policy to the Mayor. My non-attendance at the conference was something that came up after the City had approved the travel authorization for the conference in May 2017, when it was assumed no rental car authorization was needed. Similarly, gas costs for the rental car and parking fees for the airport parking lot have been covered under my authority in the past and were not anticipated in June 2017 and are now included. It should be noted that no mileage reimbursement was requested by any party for the trip from Yorkville to Midway Airport. These costs are eligible for reimbursement under the City's policy but were not requested by any conference participant.
    a. Rental car - $234.58
    b. Gasoline - $20
    c. Parking at Midway airport - $60

2. Flight costs – In June 2017, we estimated flight costs at $350 based on past authorizations. Actual flight costs ended up being $445.96 on Southwest. Flight costs and schedules were tracked by staff for weeks prior to authorization.
    a. Flight - $445.96

Recommendation

The City's travel authorization policy memo from early 2017 is attached. The City's policy and the state act governing the travel contemplate approval by City Council of an estimate of travel expenditures before the event and/or approval of the actual expenditures after the event. An amended travel authorization form is attached for City Council approval. Staff recommends approval.

United City of Yorkville Travel Expense Authorization

Full Name and Title: Mayor Gary Golinski

Date of Request: July 3, 2018

Date of Travel: Sunday May 20 through Wednesday May 23, 2018

Nature of Travel: ICSC Recon Conference

Lodging Expenses

None incurred.

Meal Expenses

None incurred.

Toll Expenses

None incurred.

2017 Mileage Expenses

None requested.

Parking Expenses

Midway Economy parking, during travel dates.	$ 60.00

Other Expenses (Airfare, Taxi, etc.)

Airfare: Southwest Flights #3219 and #1775	$445.96
Rental car: Budget rental car plus gas.....	$254.58

Total Reimbursement/Estimate **$760.54 (actual)**

Per the United City of Yorkville Employee Manual: Meals are reimbursed on a per diem basis, at a maximum of $40 per day. Meals included with the price of registration for an event will not be included in the per diem. Meal payments shall be processed as a reimbursement after the event from petty cash or by requesting a check from the Finance Department; or employees shall be issued a City credit card, if feasible, for use at the event. For multiple-day seminars or conferences, the allowance for the day of departure and day of return shall be pro-rated based upon the number of meals required away from home. For these pro-rated allowances, breakfast shall be $10, lunch $10, and dinner $20 per day. In no instances shall per diems be used to purchase alcoholic beverages, whether or not the consumption occurs during meal-time. Maximum lodging rates shall be set at the conference-host hotel rate, or in absence of a conference, $150 per night. Department head approval must be obtained for any and all increases to this amount for lodging. To minimize travel costs while at conferences, employees are encouraged to ask the hotel for government-rates and to stay at the conference-host hotels. At conferences, employees are allowed to stay at any other hotel of their choice, so long as the hotel rate is equal or cheaper than the conference-host hotel rate. **All employees ARE REQUIRED to submit receipts with this form. Also please make sure that if an employee is seeking reimbursement for mileage that Map Quest directions are attached showing mileage from City Hall to their desired destination.**

Employee Signature

Department Head/Designee Signature

United City of Yorkville Travel Expense Authorization

Full Name and Title: Mayor Gary Golinski

Date of Request: May 1, 2017

Date of Travel: TBD, estimated May 2018

Nature of Travel: ICSC Recon Conference

Lodging Expenses

None anticipated at this time.

Meal Expenses

None anticipated at this time.

Toll Expenses

None anticipated at this time.

2017 Mileage Expenses

None anticipated at this time.

Parking Expenses

None anticipated at this time.

Other Expenses (Airfare, Taxi, etc.)

Airfare: $350 (estimate)

Total Reimbursement/Estimate **$350 plus tax (estimated)**

Per the United City of Yorkville Employee Manual: Meals are reimbursed on a per diem basis, at a maximum of $40 per day. Meals included with the price of registration for an event will not be included in the per diem. Meal payments shall be processed as a reimbursement after the event from petty cash or by requesting a check from the Finance Department; or employees shall be issued a City credit card, if feasible, for use at the event. For multiple-day seminars or conferences, the allowance for the day of departure and day of return shall be pro-rated based upon the number of meals required away from home. For these pro-rated allowances, breakfast shall be $10, lunch $10, and dinner $20 per day. In no instances shall per diems be used to purchase alcoholic beverages, whether or not the consumption occurs during meal-time. Maximum lodging rates shall be set at the conference-host hotel rate, or in absence of a conference, $150 per night. Department head approval must be obtained for any and all increases to this amount for lodging. To minimize travel costs while at conferences, employees are encouraged to ask the hotel for government-rates and to stay at the conference-host hotels. At conferences, employees are allowed to stay at any other hotel of their choice, so long as the hotel rate is equal or cheaper than the conference-host hotel rate. **All employees ARE REQUIRED to submit receipts with this form. Also please make sure that if an employee is seeking reimbursement for mileage that Map Quest directions are attached showing mileage from City Hall to their desired destination.**

Employee Signature

Department Head/Designee Signature

Memorandum

To: Administration Committee
From: Bart Olson, City Administrator
CC:
Date: June 8, 2017
Subject: Travel Expense Authorization – Elected Officials

Summary

Approval of travel expenses related to the MetroWest Council of Government Legislative Drivedown, IML Conference, and ICSC Recon show.

Background

The City Council approved an amendment to the employee manual related to travel, meal, and lodging authorization that addresses the requirements of the State's Travel Expense Control Act, which was approved in 2016. The City's employee manual amendment requires City Council approval for any travel and lodging expenditures for elected officials. While the act and the City's employee manual allow these expenditures to be approved retroactively, it is my intent to have the entire year's worth of elected official travel and lodging approved each year during the budget process. That approval did not occur as part of the FY 18 budget process, so I am bringing it forward now.

The MetroWest Legislative Drivedown is an event hosted by the MetroWest Council of Government. Every spring for the past several years, dozens of mayors, managers, and aldermen from municipalities in Kane, Kendall, and DeKalb counties have made the trek to Springfield to discuss municipal issues with state representatives, senators, and department directors. Those elected officials and staff members who have made the effort to attend have found the meetings and experience useful to advancing municipal interests. The travel costs associated with this event are typically limited to one night of hotel stay per individual, and parking fees.

The IML Annual Conference is hosted by the Illinois Municipal League in Chicago every Fall. This year's conference will occur on September 21-23. The IML Annual Conference is the premier conference for Illinois municipal government officials, and the City has a long history of sending any elected officials willing to attend the event. The travel costs associated with this event are typically limited to two nights of hotel stay per individual (sometimes three nights depending on personal and conference schedules) and parking fees. Hotel fees are typically higher than the employee manual guideline of $150 per night because of the location of the conference in downtown Chicago. The approved travel policy allows the $150 per night to be exceeded if the conference-associated hotel is chosen. In this case, the conference associated hotel is chosen. Parking fees are typically higher than most other conferences given the location in downtown Chicago, but historically elected officials have carpooled or taken the train into the conference.

The ICSC Recon show is hosted by the International Council of Shopping Centers in Las Vegas every Spring. This year's conference will likely occur in late May. The Recon show is nation's premier retail shopping center conference, which hosts developers, retailers, and government officials from around the world. The Mayor, the City's economic development consultant, and I have attended this conference each year for the past two years and we have found value in the conference. The travel costs

for this event are typically limited to airfare. The City's economic development consultant has donated lodging accommodations to the City in years past. Even though this event will likely occur in FY 19, I am seeking approval in FY 18 because the conference registration typically opens several months prior to the actual conference.

Recommendation

Staff recommends approval of the travel expense authorizations. For all authorizations, approval means the elected official has the ability to go to the conference without further City Council approval, but it does not guarantee that the elected official will be able to attend the conference or will actually attend the conference. Assuming the final costs are in line with the estimates shown in the attached authorizations, no subsequent approval by City Council will be required. Should the actual costs exceed the estimates, subsequent City Council approval will be required.

Memorandum

To: Administration Committee
From: Bart Olson, City Administrator
CC:
Date: January 12, 2017
Subject: Travel Expense Control Act

Summary

Review of an employee manual amendment related to the travel expense control act.

Background

The State of Illinois passed the travel expense control act in 2016 to address issues with certain governmental entities and their travel and entertainment reimbursement policies. The act applies to non-home rule municipalities, and requires a number of updates to our existing travel, lodging, and meal expense reimbursement policies.

In general, the act requires a formal policy for lodging, travel, and meal expenses, requires City Council approval for variances from the policy, and requires City Council approval for all elected official travel, meal and expenses. The City's employee manual already appropriately covered lodging and meal expenses. We've added recommendations for:

1) Travel expense reimbursements, including when airfare, ground transportation, and rental cars are allowed and how they should be procured.

2) Clarification that any variance to the policy requires City Council approval.

3) Clarification that any travel, lodging, and meal expenses for City Council members require authorization by the entire City Council in a public meeting.

4) An update to the City's travel, lodging, and meal expense reimbursement form, by adding a field for airfare and other forms of transportation and fields for the dates of travel and nature of travel.

Recommendation

Staff recommends approval of the amendments to the City's employee manual.

Section 4.18 Lodging, Travel, and ~~and~~ Meal Expenses

Travel, meal, and lodging expenses are dependent on available of funds in the appropriate department budget. The City reserves the right to alter, modify, or amend training budgets and its policies dependent on budgetary constraints at the discretion of the City Administrator.

Travel authorization is a two-part process including: 1) approval of all travel in advance; and 2) expense reporting following completion of the trip. Both steps require approval of the appropriate department head. All travel requiring an overnight stay must be approved in advance by the employee's department head. This applies to all travel of this nature even in instances where the travel has been budgeted.

Travel shall be arranged using the least expensive, reasonable means. Employees should use good judgment when determining logical routes for arriving at the intended destination.

For air travel, the City will reimburse for one coach/economy class airline ticket and one checked bag. Any seat upgrades or additional checked bags are at the employee's expense. Employees are expected to book air travel as far in advance as practical to obtain the best pricing.

Ground travel is expected to be used for destinations under 200 miles from Yorkville, unless another form of travel is less expensive or more practical. Variations to this standard may be granted by the City Administrator where practical.

Wherever practical, airport or hotel ground transportation should be the preferred method of transportation to hotels or meeting sites. Taxis or ride sharing services may be used as necessary, taking into consideration the cost of other means of transportation. Receipts are required for reimbursement of these expenses. If a family member transports you to/from your home and the airport, mileage may be claimed for each trip made.

Rental automobiles may be used as necessary but must be approved in advance by the Department Head. Receipts are required for reimbursement of all expenses related to rental automobile use.

When personal vehicles are used for travel, the employees shall receive the IRS authorized rate in effect at the time the travel takes place. The mileage reimbursement allowance covers all automobile related costs; gasoline, insurance, maintenance, etc. Toll charges and parking are reimbursable in addition to mileage allowance. The total personal automobile expenses shall not exceed the lowest available airfare. Mileage shall be actual mileage traveled and shall be subject review. Employees usuing personal vehicles on City business must have adequate automobile insurance in compliance with State law. Damage to personal vehicles while on City reimbursable travel is not the responsibility of the City.

Meals are reimbursed on a per diem basis, at a maximum of $40 per day. Meals included with the price of registration for an event will not be included in the per diem. Meal payments shall be processed as a reimbursement after the event from petty cash or by requesting a check from the Finance Department; or employees shall be issued a City credit card, if feasible, for use at the event. For multiple-day seminars or conferences, the allowance for the day of departure and day of return shall be pro-rated based upon the number of meals required away from home. For these pro-rated allowances, breakfast shall be $10, lunch $10, and dinner $20 per day. In no instances shall per diems be used to purchase alcoholic beverages, whether or not the consumption occurs during meal-time.

Maximum lodging rates shall be set at the conference-host hotel rate, or in absence of a conference, $150 per night.

~~Department head approval must be obtained for any and all increases to this amount for lodging.~~ To minimize travel costs while at conferences, employees are encouraged to ask the hotel for government-rates and to stay at the conference-host hotels. At conferences, employees are allowed to stay at any other hotel of their choice, so long as the hotel rate is equal or cheaper than the conference-host hotel rate.

Section 4.18.1 Family lodging and accompaniment

The City does not encourage family members to accompany the employee on an official trip. However, there is no objection to this practice if their accompaniment does5

[New Section] Section 4.18.X Variances to Travel, Meal, and Lodging Policy

For City employees, any variance to the travel, meals, and lodging policy above must be approved by City Council in an open meeting, per Public Act 099-0604. For elected officials, any travel, meal, and lodging expenditures must be approved by City Council in an open meeting, per Public Act 099-0604.

Those approvals must contain an estimate, in writing of:

1) An estimate of the cost of travel, meals, or lodging if expenses have not been incurred, or a receipt of the cost of the travel, meals or lodging if the expenses have already been incurred;

2) The name of the individual who received or is requesting the travel, meal, or lodging expense;

3) The job title or office of the individual who received or is requesting the travel, meal, or lodging expense; and

4) The date or dates and nature of the official business in which the travel, meal, or lodging expense was or will be expended.

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

Agenda Item Number

Minutes #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – June 26, 2018

Meeting and Date: City Council – July 24, 2018

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Beth Warren (Name) City Clerk (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

DRAFT

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, HELD IN THE CITY COUNCIL CHAMBERS, 800 GAME FARM ROAD ON TUESDAY JUNE 26, 2018

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

City Clerk Warren called the roll.

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

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

QUORUM
A quorum was established**.**

AMENDMENTS TO THE AGENDA
None.

PRESENTATIONS
None.

PUBLIC HEARINGS
None.

CITIZEN COMMENTS ON AGENDA ITEMS
None.

CONSENT AGENDA

1. Monthly Treasurer's Report for May 2018 (ADM 2018-48)
2. **Ordinance 2018-36** Determining the Prevailing Rate of Wages for the United City of Yorkville - *authorize the Mayor and City Clerk to execute* (ADM 2018-52)
3. **Ordinance 2018-37** Authorizing the Third Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2018 and Ending on April 30, 2019 (Downtown TIF) – *authorize the Mayor and City Clerk to execute* (ADM 2018-53)
4. **Ordinance 2018-38** Authorizing the Fourth Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2018 and Ending on April 30, 2019 (Truck Body Purchase) – *authorize the Mayor and City Clerk to execute*(PW 2018-63)
5. **Ordinance 2018-39** Authorizing the Fifth Amendment to the Annual Budget for the Fiscal Year Commencing on May 1, 2018 and Ending on April 30, 2019 (Beecher Center HVAC) – *authorize the Mayor and City Clerk to execute* (PW 2018-58)

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

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

MINUTES FOR APPROVAL
None.

BILLS FOR PAYMENT
Mayor Golinski stated that the bills were $1,253,043.30.

REPORTS

MAYOR'S REPORT

Purchase of New Police Vehicles
(CC 2018-30)

Mayor Golinski entertained a motion to authorize the purchase of three vehicles in an amount not to exceed $140,240.46. So moved by Alderman Tarulis; seconded by Alderman Colosimo.

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

MFT Compliance Review No. 65 for January 1, 2016 – December 31, 2017
(CC 2018-31)

City Administrator Olson stated this is an informational item. Mayor Golinski asked if there were any questions or comments. There were no comments or questions.

Resolution 2018-18 Authorizing Acceptance of a Bid From D. Construction Inc. for the Paving of Parking Lots and Access Drives at Bristol Bay and Riverfront Parks
(CC 2018-32)

Mayor Golinski entertained a motion to approve a resolution authorizing acceptance of a bid from D. Construction Inc. for the paving of parking lots and access drives at Bristol Bay and Riverfront Parks and authorize the Mayor and City Clerk to execute. So moved by Alderman Frieders; seconded by Alderman Koch.

Alderman Frieders spoke in regards to this resolution.

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

Riverfest Special Events Agreement
(CC 2018-33)

Mayor Golinski entertained a motion to approve a participation agreement between the City and the Yorkville Area Chamber of Commerce for the River Fest special event that will be held on July 13 and 14, 2018 and authorize the City Administrator to execute. So moved by Alderman Hernandez; seconded by Alderman Frieders.

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

Ordinance 2018-40 Amending the Code of Ordinances Providing for Liquor Control
(CC 2018-34)

Mayor Golinski entertained a motion to approve an ordinance amending the code of ordinances providing for liquor control and authorize the Mayor and City Clerk to execute. So moved by Alderman Frieders; seconded by Alderman Colosimo.

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

PUBLIC WORKS COMMITTEE REPORT

ADA Transition Plan
(PW 2018-56)

Alderman Frieders made a motion to authorize the posting of the draft ADA transition plan to seek public comment over a minimum of a 30-day period; seconded by Alderman Koch.

Alderman Colosimo commented on this ADA transition plan. He and City Administrator Olson Discussed this issue. There was further discussion on this issue by Mayor Golinski and City Council members.

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

Well No. 3 - RFP
(PW 2018-57)

Alderman Frieders made a motion to authorize staff to issue a request for proposals for re-piping of existing water main and demolition of well #3 building; seconded by Alderman Hernandez.

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

ECONOMIC DEVELOPMENT COMMITTEE REPORT
No report.

PUBLIC SAFETY COMMITTEE REPORT
No report.

ADMINISTRATION COMMITTEE REPORT
No report.

PARK BOARD
No report.

PLANNING AND ZONING COMMISSION
Ordinance 2018-41 Granting an Accessory Structure Location Variance for the Property Located at 515 West Madison Street (Detached Garage)
(PZC 2018-10)

Mayor Golinski entertained a motion to approve an ordinance granting an accessory structure location variance for the property located at 515 W. Madison Street (detached garage) and authorize the Mayor and City Clerk to execute. So moved by Alderman Frieders; seconded by Alderman Colosimo.

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

Saar – Route 71 Rezoning – 1.5 Mile Review
(PZC 2018-11)

Mayor Golinski entertained a motion to authorize staff to notify Kendall County that the City Council does not have any objections to the rezoning petition; seconded by Alderman Frieders.

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

CITY COUNCIL REPORT
No report.

CITY CLERK'S REPORT
No report.

COMMUNITY & LIAISON REPORT

Parks and Rec

Alderman Frieders wanted to acknowledge the actions that Parks and Rec have taken down on the Riverfront. The Riverfront is showing great improvement and he looks forward to watching the Riverfront develop in the future.

National Suicide Prevention Campaign

Alderman Frieders wanted to give an update on the National Suicide Prevention Campaign. He stated the program has been adopted in 7 states, 6 counties, and 110 cities.

STAFF REPORT

Fourth Of July Parade

City Administrator Olson gave details on the Fourth of July parade.

PRESENTATIONS (cont'd)

City Services Survey
(CC 2018-35)

City Administrator Olson gave a power point on the City Services Survey.

ADDITIONAL BUSINESS

Waste Pick Up Schedule

Alderman Funkhouser made some comment regarding the waste pick up schedule. He asked City Administrator Olson to discuss this issue more in depth and gave details. Alderman Funkhouser and City Administrator Olson discussed this further. Alderman Colosimo wanted assurance that trucks wouldn't be driving down the street late into the evening. City Administrator Olson answered his question, but stated

the service schedule times had not been established. The Council continued to discuss issues related to trash pickup.

EXECUTIVE SESSION
None.

CITIZEN COMMENTS
None.

ADJOURNMENT
Mayor Golinski stated meeting adjourned.

Meeting adjourned at 7:32 p.m.

Minutes submitted by:

Beth Warren,
City Clerk, City of Yorkville, Illinois

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

Agenda Item Number

Minutes #2

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – July 10, 2018

Meeting and Date: City Council – July 24, 2018

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: 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

DRAFT

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, HELD IN THE CITY COUNCIL CHAMBERS, 800 GAME FARM ROAD ON TUESDAY, JULY 10, 2018

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

ROLL CALL

Deputy City Clerk Pickering called the roll.

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

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

QUORUM

A quorum was established**.**

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

Employee Appreciation of Service

Mayor Pro Tem Koch said that the city had two employees that were going to be recognized for their years of service to the city.

Christopher Hayes

Patrol Officer Christopher Hayes was recognized for his ten years of service to the city. Chief of Police Hart said that Officer Hayes is currently a Field Training Officer, as well as a range instructor for the department. Officer Hayes previously worked in the Traffic Unit and received the Alliance Against Intoxicated Motorists (AAIM) award for his number of DUI arrests in 2009 and 2017. He is also a member of ILEAS and participated in the NATO summit in 2012. He has received numerous commendations throughout his career, including a life saving award in 2009 for refusing to stop chest compressions on a subject not breathing until the ambulance could transport. Officer Hayes will be the city's new School Resource Officer (SRO) for the 2018/2019 school year. Chief Hart thanked Officer Hayes for his ten years of service and dedication to the City.

John Hunter

Sergeant John Hunter was recognized for his ten years of service to the city. Chief of Police Hart said that Sergeant Hunter has been commended many times for his efforts in making the City of Yorkville safe. Sergeant Hunter was promoted to Detective in 2011 and then was promoted to Sergeant in 2016. He recently received commendation for his self-initiative in undertaking revamping and organizing the police department evidence room, making the evidence entry system much smoother and more efficient, as well as adding storage space. He recently graduated from Staff and Command in May of 2018. Chief Hart thanked Sergeant Hunter for his ten years of service and dedication to the City.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

None.

CONSENT AGENDA

1. **Resolution 2018-19** Approving an Addendum to the Services Agreement for Building Plan Review and Inspections with B&F Construction code Services, Inc. – *authorize the Mayor and City Clerk to execute* (EDC 2018-53)

Mayor Pro Tem Koch entertained a motion to approve the Consent Agenda as presented. So moved by Alderman Colosimo; seconded by Alderman Frieders.

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

MINUTES FOR APPROVAL

Mayor Pro Tem Koch entertained a motion to approve the minutes of the regular City Council meeting of June 12, 2018 as presented. So moved by Alderman Milschewski; seconded by Alderman Funkhouser.

Minutes approved unanimously by a viva voce vote

BILLS FOR PAYMENT (Informational): $1,006,404.08

REPORTS

MAYOR'S REPORT

No report.

PUBLIC WORKS COMMITTEE REPORT

No report.

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

No report.

PLANNING AND ZONING COMMISSION

No report.

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

Library Board

Alderman Milschewski reported that the Library Board had conducted their elections of officers at the July 9th board meeting. The Library Board officers are Darren Crawford as President, Theron Garcia as Vice-President, Wamecca Rodriguez as Secretary and Susan Chacon as Treasurer.

National Suicide Prevention Awareness Month Proclamation Project

Alderman Frieders reported that the National Suicide Prevention Awareness Month Proclamation project currently has one hundred and twenty communities, five counties and seven states that have agreed to issue proclamations.

STAFF REPORT

River Fest Festival

Parks and Recreation Director Evans reported that the River Fest festival would be held on Friday, July 13th and Saturday, July 14th at Riverfront Park. Director Evans said that the festival would wrap up Saturday night with the rescheduled Fourth of July fireworks.

ADDITIONAL BUSINESS

None.

EXECUTIVE SESSION

Mayor Pro Tem Koch entertained a motion to enter into executive session for litigation. So moved by Alderman Frieders; seconded by Alderman Milschewski.

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

The City Council entered executive session at 7:08 p.m.

The City Council returned to regular session at 7:48 p.m.

CITIZEN COMMENTS

Kendall County resident Todd Milliron spoke regarding the application that Kendall County had submitted for a proposed solar field. He stated that the proposed solar field would be funded by state grant money and would generate an electrical savings of $162,000.00 per year at the Kendall County government campus for the next twenty-five years. He asked the City Council to consider the application for the proposed solar field.

ADJOURNMENT

Mayor Golinski adjourned the City Council meeting at 7:56 p.m.

Minutes submitted by:

Lisa Pickering,
Deputy City Clerk, City of Yorkville, Illinois

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

Agenda Item Number

Bills for Payment

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment (Informational): $1,321,391.81

Meeting and Date: City Council – July 24, 2018

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None – Informational

Council Action Requested:

Submitted by: Amy Simmons (Name) Finance (Department)

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 18

CHECK DATE: 07/09/18

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
527802	ANIRI	ANIRI LLC						
	043118-STREBATE		07/09/18	01	JAN-APR 2018 DAIRY QUEEN SALES	01-640-54-00-5492	961.76	
				02	TAX REBATE	** COMMENT **		
						INVOICE TOTAL:	961.76 *	
						CHECK TOTAL:		961.76
527803	BANKNY	THE BANK OF NEW YORK						
	043118-STREBATE		07/09/18	01	JAN-APR 2018 KENDALL	01-640-54-00-5492	156,269.53	
				02	MARKETPLACE SALES TAX REBATE	** COMMENT **		
						INVOICE TOTAL:	156,269.53 *	
						CHECK TOTAL:		156,269.53
527804	BOOMBAH	BOOMBAH						
	043118-STREBATE		07/09/18	01	JAN-APR 2018 BOOMBAH SALES TAX	01-640-54-00-5492	4,617.54	
				02	REBATE	** COMMENT **		
						INVOICE TOTAL:	4,617.54 *	
						CHECK TOTAL:		4,617.54
527805	EEI	ENGINEERING ENTERPRISES, INC.						
	64517		07/09/18	01	CENTER PARKWAY/COUNTRYSIDE	23-230-60-00-6084	35.25	
				02	PARKWAY RESURFACING - PHASE	** COMMENT **		
				03	III	** COMMENT **		
						INVOICE TOTAL:	35.25 *	
						CHECK TOTAL:		35.25
527806	INLAND	INLAND CONTINENTAL PROPERTY						
	043118-STREBATE		07/09/18	01	JAN-APR 2018 SALES TAX REBATE	01-640-54-00-5492	60,116.52	
						INVOICE TOTAL:	60,116.52 *	
						CHECK TOTAL:		60,116.52

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 18

CHECK DATE: 07/09/18

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
527807	MENINC	MENARDS INC						
	043118-STREBATE		07/09/18	01	JAN-APR 2018 SALES TAX REBATE	01-640-54-00-5492	64,168.06	
						INVOICE TOTAL:	64,168.06 *	
						CHECK TOTAL:		64,168.06
527808	OSWEGO	VILLAGE OF OSWEGO						
	241-18		06/28/18	01	04/16/18-05/01/18 PURCHASING	01-640-54-00-5418	1,881.54	
				02	MANAGER COST SHARE REIMB.	** COMMENT **		
				03	04/16/18-05/01/18 FACILITIES	01-640-54-00-5432	921.70	
				04	MANAGER COST SHARE REIMB.	** COMMENT **		
				05	PURCHASING MANAGER	01-640-54-00-5432	150.00	
				06	RECRUITMENT COST SHARE REIMB.	** COMMENT **		
						INVOICE TOTAL:	2,953.24 *	
						CHECK TOTAL:		2,953.24
527809	SEBIS	SEBIS DIRECT						
	25761		06/26/18	01	APR 2018 UTILITY BILLING	01-120-54-00-5430	299.22	
				02	APR 2018 UTILITY BILLING	51-510-54-00-5430	400.88	
				03	APR 2018 UTILITY BILLING	52-520-54-00-5430	186.99	
				04	APR 2018 UTILITY BILLING	79-795-54-00-5426	248.00	
						INVOICE TOTAL:	1,135.09 *	
						CHECK TOTAL:		1,135.09
						TOTAL AMOUNT PAID:		290,256.99

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

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 19

CHECK DATE: 07/11/18

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
527812	EUCLIDBE	EUCLID BEVERAGE						
		W-2134889-RVR FST	07/10/18	01	RIVERFEST BEVERAGES & SUPPLIES	79-795-56-00-5606	7,184.00	
						INVOICE TOTAL:	7,184.00 *	
						CHECK TOTAL:		7,184.00
527813	HERWINE	HERITAGE WINE CELLARS, LTD						
		1377878	07/10/18	01	RIVERFEST BEVERAGES	79-795-56-00-5606	1,260.00	
						INVOICE TOTAL:	1,260.00 *	
						CHECK TOTAL:		1,260.00
						TOTAL AMOUNT PAID:		8,444.00

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 18

CHECK DATE: 07/24/18

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
527826	COMED	COMMONWEALTH EDISON						
	1251108247-0418		06/15/18	01	04/17-04/30 301 E HYDRAULIC	79-795-54-00-5480	66.15	
						INVOICE TOTAL:	66.15 *	
						CHECK TOTAL:		66.15
527827	NICOR	NICOR GAS						
	20-52-56-2042 7-0718		07/16/18	01	6/29/17-4/30/18 420 FAIRHAVEN	01-110-54-00-5480	880.08	
						INVOICE TOTAL:	880.08 *	
						CHECK TOTAL:		880.08
527828	SHREDIT	SHRED-IT						
	9411803967		08/03/16	01	AUG 2016 ON SITE SHREDDING	01-210-54-00-5462	128.16	
						INVOICE TOTAL:	128.16 *	
						CHECK TOTAL:		128.16
527829	WERDERW	WALLY WERDERICH						
	062618-APR		06/26/18	01	04/09 & 04/23 ADMIN HEARINGS	01-210-54-00-5467	300.00	
						INVOICE TOTAL:	300.00 *	
						CHECK TOTAL:		300.00
527830	YOUNGM	MARLYS J. YOUNG						
	040918		04/24/18	01	04/09/18 MEETING MINUTES	82-820-54-00-5462	85.00	
						INVOICE TOTAL:	85.00 *	
						CHECK TOTAL:		85.00
						TOTAL AMOUNT PAID:		1,459.39

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	

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 19

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
527831	5STARSOC	5 STAR SOCCER CAMPS INC					
	070918	07/09/18	01	06/26-06/30 SOCCER CAMP	79-795-54-00-5462		1,380.00
			02	INSTRUCTION ** COMMENT **			
					INVOICE TOTAL:		1,380.00 *
					CHECK TOTAL:		1,380.00
527832	ALLAROUN	ALL AROUND SEAMLESS GUTTERS					
	1810	07/06/18	01	FURNISHED AND INSTALLED	52-520-54-00-5444		120.00
			02	DOWNSPOUT ** COMMENT **			
					INVOICE TOTAL:		120.00 *
					CHECK TOTAL:		120.00
527833	ALPHA	ALPHA SERVICE OF KANE COUNTY					
	20180629-02	06/29/18	01	JUNE OFFICE CLEANING	01-110-54-00-5488		943.54
			02	JUNE OFFICE CLEANING	01-210-54-00-5488		943.55
			03	JUNE OFFICE CLEANING	79-795-54-00-5488		226.54
			04	JUNE OFFICE CLEANING	79-790-54-00-5488		226.54
			05	JUNE OFFICE CLEANING	01-410-54-00-5488		97.02
			06	JUNE OFFICE CLEANING	51-510-54-00-5488		97.02
			07	JUNE OFFICE CLEANING	52-520-54-00-5488		60.79
					INVOICE TOTAL:		2,595.00 *
					CHECK TOTAL:		2,595.00
527834	AMALGAMA	AMALGAMATED BANK OF CHICAGO					
	070118	07/01/18	01	BOND REGISTER/PAYING AGENT FEE	51-510-54-00-5498		349.32
			02	BOND REGISTER/PAYING AGENT FEE	87-870-54-00-5498		125.68
					INVOICE TOTAL:		475.00 *
					CHECK TOTAL:		475.00

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	

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
527835	AMPERAGE AMPERAGE ELECTRICAL SUPPLY INC						
	0784942-IN	06/15/18	01	SPLICE KIT	01-410-56-00-5642		53.80
					INVOICE TOTAL:		53.80 *
					CHECK TOTAL:		53.80
527836	ANDERSOS STEVEN ANDERSON						
	062818	06/28/18	01	UMPIRE	79-795-54-00-5462		72.00
					INVOICE TOTAL:		72.00 *
					CHECK TOTAL:		72.00
D000934	ANTPLACE ANTHONY PLACE YORKVILLE LP						
	AUG-18	07/15/18	01	YORKVILLE HOUSING ASSISTANCE	01-640-54-00-5427		517.00
			02	PROGRAM RENT REIMBURSEMENT	** COMMENT **		
			03	FOR AUG 2018	** COMMENT **		
					INVOICE TOTAL:		517.00 *
					DIRECT DEPOSIT TOTAL:		517.00
527837	APC ARC DESIGN RESOURCES						
	062818-ESCROW RFND	06/28/18	01	REFUND REMAINING ESCROW	90-111-00-00-0011		402.50
			02	DEPOSIT RELATED TO COFFMAN	** COMMENT **		
			03	CARPETS	** COMMENT **		
					INVOICE TOTAL:		402.50 *
					CHECK TOTAL:		402.50
527838	ARNESON ARNESON OIL COMPANY						
	220854	05/31/18	01	MAY 2018 GASOLINE	79-790-56-00-5695		1,518.77
					INVOICE TOTAL:		1,518.77 *

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527838	ARNESON	ARNESON OIL COMPANY							
	221673		06/13/18	01	JUNE 2018 GASOLINE	79-790-56-00-5695		949.08	
						INVOICE TOTAL:		949.08	*
	222203		06/23/18	01	JUNE 2018 DIESEL FUEL	01-410-56-00-5695		315.58	
				02	JUNE 2018 DIESEL FUEL	51-510-56-00-5695		315.58	
				03	JUNE 2018 DIESEL FUEL	52-520-56-00-5695		315.57	
						INVOICE TOTAL:		946.73	*
	222296		06/23/18	01	JUNE 2018 GASOLINE	79-795-56-00-5695		1,369.12	
						INVOICE TOTAL:		1,369.12	*
	222649		06/28/18	01	JUNE 2018 DIESEL FUEL	01-410-56-00-5695		241.16	
				02	JUNE 2018 DIESEL FUEL	51-510-56-00-5695		241.15	
				03	JUNE 2018 DIESEL FUEL	52-520-56-00-5695		241.15	
						INVOICE TOTAL:		723.46	*
	222651		06/28/18	01	JUNE 2018 GASOLINE	79-795-56-00-5695		720.24	
						INVOICE TOTAL:		720.24	*
						CHECK TOTAL:		6,227.40	
527839	ATT	AT&T							
	6305536805-0618		06/25/18	01	06/25-07/24 SERVICE	51-510-54-00-5440		247.02	
						INVOICE TOTAL:		247.02	*
						CHECK TOTAL:		247.02	
527840	BATTERYS	BATTERY SERVICE CORPORATION							
	0038066		06/13/18	01	BATTERY	51-510-56-00-5638		27.90	
						INVOICE TOTAL:		27.90	*
	0038478		06/22/18	01	BATTERY	01-410-56-00-5628		94.94	
						INVOICE TOTAL:		94.94	*
						CHECK TOTAL:		122.84	

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 19

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
527841	BCBS BLUE CROSS BLUE SHIELD						
	070618	07/06/18	01	AUG 2018 HEALTH INS	01-110-52-00-5216		9,205.97
			02	AUG 2018 HEALTH INS	01-120-52-00-5216		4,177.12
			03	AUG 2018 HEALTH INS	01-210-52-00-5216		51,513.09
			04	AUG 2018 HEALTH INS	01-220-52-00-5216		5,531.66
			05	AUG 2018 HEALTH INS	01-410-52-00-5216		10,267.15
			06	AUG 2018 HEALTH INS	01-640-52-00-5240		8,117.36
			07	AUG 2018 HEALTH INS	79-790-52-00-5216		11,770.20
			08	AUG 2018 HEALTH INS	79-795-52-00-5216		6,649.37
			09	AUG 2018 HEALTH INS	51-510-52-00-5216		10,566.75
			10	AUG 2018 HEALTH INS	52-520-52-00-5216		4,091.40
			11	AUG 2018 HEALTH INS	82-820-52-00-5216		5,531.64
			12	AUG 2018 DENTAL INS	01-110-52-00-5223		654.41
			13	AUG 2018 DENTAL INS	01-110-52-00-5237		144.23
			14	AUG 2018 DENTAL INS	01-120-52-00-5223		432.69
			15	AUG 2018 DENTAL INS	01-210-52-00-5223		3,747.73
			16	AUG 2018 DENTAL INS	01-220-52-00-5223		438.06
			17	AUG 2018 DENTAL INS	01-410-52-00-5223		613.57
			18	AUG 2018 DENTAL INS	01-640-52-00-5241		580.04
			19	AUG 2018 DENTAL INS	79-790-52-00-5223		798.64
			20	AUG 2018 DENTAL INS	79-795-52-00-5223		544.88
			21	AUG 2018 DENTAL INS	51-510-52-00-5223		637.98
			22	AUG 2018 DENTAL INS	52-520-52-00-5223		325.11
			23	AUG 2018 DENTAL INS	82-820-52-00-5223		726.52
					INVOICE TOTAL:		137,065.57 *
					CHECK TOTAL:		137,065.57
527842	BFCONSTR B&F CONSTRUCTION CODE SERVICES						
	10178	05/31/18	01	MAY 2018 INSPECTIONS	01-220-54-00-5459		3,120.00
					INVOICE TOTAL:		3,120.00 *
					CHECK TOTAL:		3,120.00
527843	BPAMOCO BP AMOCO OIL COMPANY						

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	

FY 19

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
527843	BPAMOCO BP AMOCO OIL COMPANY						
	53556714	05/24/18	01	JUNE 2018 GASOLINE	01-210-56-00-5695		307.26
					INVOICE TOTAL:		307.26 *
					CHECK TOTAL:		307.26
527844	BRONZEME BRONZE MEMORIAL CO.						
	703391	06/16/18	01	2 MEMORIAL NAMEPLATES	79-790-56-00-5620		304.27
					INVOICE TOTAL:		304.27 *
					CHECK TOTAL:		304.27
527845	CALLONE UNITED COMMUNICATION SYSTEMS						
	1211242-1130059-0718	07/15/18	01	JUN 2018 ADMIN LINES	01-110-54-00-5440		396.38
			02	JUN 2018 CITY HALL NORTEL	01-110-54-00-5440		153.50
			03	JUN 2018 CITY HALL NORTEL	01-210-54-00-5440		153.50
			04	JUN 2018 CITY HALL NORTEL	51-510-54-00-5440		153.50
			05	JUN 2018 POLICE LINES	01-210-54-00-5440		931.79
			06	JUN 2018 CITY HALL FIRE	01-210-54-00-5440		199.86
			07	JUN 2018 CITY HALL FIRE	01-110-54-00-5440		199.86
			08	JUN 2018 PW LINES	51-510-54-00-5440		1,497.14
			09	JUN 2018 SEWER LINES	52-520-54-00-5440		471.71
			10	JUN 2018 TRAFFIC SIGNAL	01-410-54-00-5435		52.06
			11	MAINTENANCE	** COMMENT **		
			12	JUN 2018 PARKS LINES	79-790-54-00-5440		54.36
			13	JUN 2018 RECREATION LINES	79-795-54-00-5440		250.24
					INVOICE TOTAL:		4,513.90 *
					CHECK TOTAL:		4,513.90
527846	CENTRALL CENTRAL LIMESTONE COMPANY, INC						
	13485	06/25/18	01	GRAVEL	79-790-56-00-5640		319.71
					INVOICE TOTAL:		319.71 *
					CHECK TOTAL:		319.71

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527847	COMED COMMONWEALTH EDISON							
	0185079109-0618	06/27/18	01	05/29-06/27 420 FAIRHAVEN	52-520-54-00-5480		133.29	
					INVOICE TOTAL:		133.29	*
	0435113116-0618	07/02/18	01	05/31-06/29 RT34 & BEECHER	15-155-54-00-5482		51.43	
					INVOICE TOTAL:		51.43	*
					CHECK TOTAL:		184.72	
527848	COMED COMMONWEALTH EDISON							
	0903040077-0618	06/27/18	01	05/11-06/27 MISC STREET LIGHTS	15-155-54-00-5482		2,868.89	
					INVOICE TOTAL:		2,868.89	*
					CHECK TOTAL:		2,868.89	
527849	COMED COMMONWEALTH EDISON							
	0908014004-0618	06/28/18	01	05/30-06/28 6780 RT47	51-510-54-00-5480		53.45	
					INVOICE TOTAL:		53.45	*
					CHECK TOTAL:		53.45	
527850	COMED COMMONWEALTH EDISON							
	0966038077-0618	06/26/18	01	05/25-06/26 456 KENNEDY RD	01-410-54-00-5482		1.65	
			02	05/25-06/26 456 KENNEDY RD	15-155-54-00-5482		60.79	
					INVOICE TOTAL:		62.44	*
					CHECK TOTAL:		62.44	
527851	COMED COMMONWEALTH EDISON							
	1183088101-0618	06/25/18	01	05/24-06/25 1107 PRAIRIE CR	52-520-54-00-5480		167.76	
					INVOICE TOTAL:		167.76	*

FY 19

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527851	COMED COMMONWEALTH EDISON							
	1407125045-0618	06/29/18	01	05/31-06/29 FOXHILL LIFT	52-520-54-00-5480		85.59	
					INVOICE TOTAL:		85.59	*
	1647065335-0615	06/28/18	01	05/30-06/28 46 SARAVANOS PUMP	52-520-54-00-5480		34.57	
					INVOICE TOTAL:		34.57	*
	1718099052-0618	06/25/18	01	05/24-06/25 872 PRAIRIE CR	52-520-54-00-5480		102.45	
					INVOICE TOTAL:		102.45	*
	2019099044-0618	07/05/18	01	05/11-06/12 4600 BRIDGE TANK	51-510-54-00-5480		48.14	
					INVOICE TOTAL:		48.14	*
	2668047007-0618	06/25/18	01	05/24-06/25 1908 RAINTREE	51-510-54-00-5480		78.36	
					INVOICE TOTAL:		78.36	*
					CHECK TOTAL:			516.87
527852	COMED COMMONWEALTH EDISON							
	2947052031-0618	06/27/18	01	05/29-06/27 RIVER	15-155-54-00-5482		227.99	
					INVOICE TOTAL:		227.99	*
					CHECK TOTAL:			227.99
527853	COMED COMMONWEALTH EDISON							
	2961017043-0618	06/26/18	01	05/25-06/26 PRESTWICK LIFT	52-520-54-00-5480		113.06	
					INVOICE TOTAL:		113.06	*
	3119142025-0618	06/27/18	01	05/25-06/27 VAN EMMON LOT	01-410-54-00-5482		20.06	
					INVOICE TOTAL:		20.06	*
	4085080033-0618	06/26/18	01	05/25-06/25 1991 CANNONBALL	51-510-54-00-5480		131.06	
					INVOICE TOTAL:		131.06	*

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527853	COMED COMMONWEALTH EDISON							
	4449087016-0618	07/05/18	01	05/25-06/27 MISC LIFT STATIONS	52-520-54-00-5480		766.68	
					INVOICE TOTAL:		766.68	*
	4475093053-0618	06/27/18	01	05/29-06/27 610 TOWER LN	51-510-54-00-5480		171.42	
					INVOICE TOTAL:		171.42	*
	6819027011-0618	07/03/18	01	05/25-06/27 MISC PR BUILDINGS	79-795-54-00-5480		420.29	
					INVOICE TOTAL:		420.29	*
					CHECK TOTAL:		1,622.57	
527854	COMED COMMONWEALTH EDISON							
	7090039005-0618	07/10/18	01	6/08-07/10 CANNONBALL & RT23	15-155-54-00-5482		19.25	
			02	6/08-07/10 CANNONBALL & RT23	01-410-54-00-5482		0.90	
					INVOICE TOTAL:		20.15	*
					CHECK TOTAL:		20.15	
527855	COMED COMMONWEALTH EDISON							
	7110074020-0618	06/26/18	01	05/25-06/26 104 E VAN EMMON	01-110-54-00-5480		461.76	
					INVOICE TOTAL:		461.76	*
	7982120022-0618	06/27/18	01	05/29-06/27 609 N BRIDGE	01-110-54-00-5480		16.65	
					INVOICE TOTAL:		16.65	*
					CHECK TOTAL:		478.41	
527856	CONSTELL CONSTELLATION NEW ENERGY							
	12466890801	06/25/18	01	05/21-06/20 421 POPLAR	15-155-54-00-5482		2,509.96	
					INVOICE TOTAL:		2,509.96	*
	12508253201	06/28/18	01	05/29-06/27 1 COUNTRYSIDE PKWY	15-155-54-00-5482		77.54	
					INVOICE TOTAL:		77.54	*
					CHECK TOTAL:		2,587.50	

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
527857	COREMAIN	CORE & MAIN LP					
	J044143	06/21/18	01	WIRE, METERS	51-510-56-00-5664		211.21
					INVOICE TOTAL:		211.21 *
	J093659	06/28/18	01	5151056005664	** COMMENT **		
	J093659	06/28/18	02	METER CPLG	51-510-56-00-5664		263.89
					INVOICE TOTAL:		263.89 *
	J093672	06/28/18	01	54 510R MXUS	51-510-56-00-5664		7,290.00
					INVOICE TOTAL:		7,290.00 *
					CHECK TOTAL:		7,765.10
527858	DEARNATI	DEARBORN NATIONAL LIFE					
	070918	07/09/18	01	AUG 2018 VISION INS	01-110-52-00-5224		94.15
			02	AUG 2018 VISION INS	01-120-52-00-5224		58.95
			03	AUG 2018 VISION INS	01-210-52-00-5224		524.10
			04	AUG 2018 VISION INS	01-220-52-00-5224		65.35
			05	AUG 2018 VISION INS	01-410-52-00-5224		88.79
			06	AUG 2018 VISION INS	01-640-52-00-5242		96.19
			07	AUG 2018 VISION INS	79-790-52-00-5224		135.36
			08	AUG 2018 VISION INS	79-795-52-00-5224		78.99
			09	AUG 2018 VISION INS	51-510-52-00-5224		95.20
			10	AUG 2018 VISION INS	52-520-52-00-5224		49.48
			11	AUG 2018 VISION INS	82-820-52-00-5224		103.98
					INVOICE TOTAL:		1,390.54 *
					CHECK TOTAL:		1,390.54
527859	DEKANE	DEKANE EQUIPMENT CORP.					
	IA58199	06/22/18	01	MOWER BELT	01-410-56-00-5628		90.89
			02	SAW CHAIN	01-410-56-00-5630		55.80
					INVOICE TOTAL:		146.69 *
					CHECK TOTAL:		146.69

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
527860	DEVELOP	DEVELOPMENTAL SERVICES CENTER					
	121139	06/06/18	01	STANDARD PTI TARGETS, CENTER	01-210-56-00-5620		254.00
			02	MASS INSERTS ** COMMENT **			
					INVOICE TOTAL:		254.00 *
					CHECK TOTAL:		254.00
527861	DOOLEYR	RICHARD DOOLY					
	062718	06/27/18	01	UMPIRE	79-795-54-00-5462		75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		75.00
527862	DYNEGY	DYNEGY ENERGY SERVICES					
	266978918061	07/02/18	01	05/30-06/27 2921 BRISTOL RIDGE	51-510-54-00-5480		3,839.31
					INVOICE TOTAL:		3,839.31 *
	266979018071	07/10/18	01	05/30-06/27 420 FAIRHAVEN	51-510-54-00-5480		84.40
					INVOICE TOTAL:		84.40 *
	266979118061	07/02/18	01	05/30-06/27 2224 TREMONT	51-510-54-00-5480		4,792.56
					INVOICE TOTAL:		4,792.56 *
	266979218071	06/29/18	01	05/29-06/26 610 TOWER	51-510-54-00-5480		7,087.16
					INVOICE TOTAL:		7,087.16 *
					CHECK TOTAL:		15,803.43
527863	EEI	ENGINEERING ENTERPRISES, INC.					
	64499	06/28/18	01	TRAFFIC CONTROL SIGNAGE &	01-640-54-00-5465		253.75
			02	MARKINGS ** COMMENT **			
					INVOICE TOTAL:		253.75 *

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527863	EEI	ENGINEERING ENTERPRISES, INC.							
	64501		06/28/18	01	WINDETT RIDGE	01-640-54-00-5465		191.00	
						INVOICE TOTAL:		191.00	*
	64502		06/28/18	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		2,416.25	
						INVOICE TOTAL:		2,416.25	*
	64503		06/28/18	01	GRANDE RESERVE - AVANTI	01-640-54-00-5465		498.50	
						INVOICE TOTAL:		498.50	*
	64504		06/28/18	01	PRESTWICK	01-640-54-00-5465		6,079.25	
						INVOICE TOTAL:		6,079.25	*
	64505		06/28/18	01	METRA RAIL YARD	01-640-54-00-5465		191.00	
						INVOICE TOTAL:		191.00	*
	64506		06/28/18	01	YORKVILLE CHRISTIAN SCHOOL	90-055-55-00-0111		1,504.50	
						INVOICE TOTAL:		1,504.50	*
	64507		06/28/18	01	HEARTLAND MEADOWS	90-064-64-00-0111		3,429.10	
						INVOICE TOTAL:		3,429.10	*
	64508		06/28/18	01	US RT34 IMPROVEMENTS	01-640-54-00-5465		382.00	
						INVOICE TOTAL:		382.00	*
						CHECK TOTAL:		14,945.35	
527864	EEI	ENGINEERING ENTERPRISES, INC.							
	64509		06/28/18	01	BRISTOL BAY 65 PK IMPROVEMENTS	72-720-60-00-6043		854.25	
						INVOICE TOTAL:		854.25	*
						CHECK TOTAL:		854.25	
527865	EEI	ENGINEERING ENTERPRISES, INC.							

FY 19

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527865	EEI	ENGINEERING ENTERPRISES, INC.							
	64510		06/28/18	01	KBL COMMUNITY CENTER	90-104-00-00-0111		540.00	
						INVOICE TOTAL:		540.00	*
	64511		06/28/18	01	2017 ROAD PROGRAM	23-230-60-00-6025		270.00	
						INVOICE TOTAL:		270.00	*
	64512		06/28/18	01	GRANDE RESERVE, UNIT 2	01-640-54-00-5465		231.00	
						INVOICE TOTAL:		231.00	*
	64513		06/28/18	01	ADA TRANSITION PLAN	23-230-54-00-5465		422.00	
						INVOICE TOTAL:		422.00	*
	64514		06/28/18	01	BLACKBERRY WOODS - PHASE B	01-640-54-00-5465		286.50	
						INVOICE TOTAL:		286.50	*
	64515		06/28/18	01	CEDARHURST LIVING SITE	90-101-00-00-0111		482.50	
				02	IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:		482.50	*
	64516		06/28/18	01	CASEY'S SITE IMPROVEMENTS	90-105-00-00-0111		3,998.50	
						INVOICE TOTAL:		3,998.50	*
	64518		06/28/18	01	SUB-REGIONAL WATER	51-510-54-00-5465		1,572.75	
				02	COORDINATION	** COMMENT **			
						INVOICE TOTAL:		1,572.75	*
						CHECK TOTAL:		7,803.25	
527866	EEI	ENGINEERING ENTERPRISES, INC.							
	64519		06/28/18	01	WHISPERING MEADOWS UNITS 1,2 &	01-640-54-00-5465		14,314.76	
				02	4-COMPLETION OF IMPROVEMENTS	** COMMENT **			
						INVOICE TOTAL:		14,314.76	*
						CHECK TOTAL:		14,314.76	

FY 19

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527867	EEI ENGINEERING ENTERPRISES, INC.							
	64520	06/28/18	01	MILL ROAD RECONSTRUCTION	90-126-00-00-0111		13,360.50	
					INVOICE TOTAL:		13,360.50	*
	64521	06/28/18	01	KENDALL MARKETPLACE	01-640-54-00-5465		1,198.00	
			02	RESIDENTIAL	** COMMENT **			
					INVOICE TOTAL:		1,198.00	*
	64522	06/28/18	01	GRANDE RESERVE - UNIT 23	01-640-54-00-5465		6,411.75	
					INVOICE TOTAL:		6,411.75	*
	64523	06/28/18	01	HOLIDAY INN EXPRESS & SUITES	90-108-00-00-0111		650.25	
					INVOICE TOTAL:		650.25	*
	64524	06/28/18	01	GRANDE RESERVE - UNIT 8	01-640-54-00-5465		4,972.20	
					INVOICE TOTAL:		4,972.20	*
	64525	06/28/18	01	GRANDE RESERVE - UNIT 1	01-640-54-00-5465		403.25	
					INVOICE TOTAL:		403.25	*
	64526	06/28/18	01	2018 SANITARY SEWER LINING	52-520-60-00-6025		3,239.50	
					INVOICE TOTAL:		3,239.50	*
	64527	06/28/18	01	2018 ROAD PROGRAM	23-230-60-00-6025		847.50	
					INVOICE TOTAL:		847.50	*
	64528	06/28/18	01	FOUNTAIN VILLAGE - COMPLETION	23-230-60-00-6023		162.00	
			02	OF IMPROVEMENTS	** COMMENT **			
					INVOICE TOTAL:		162.00	*
	64529	06/28/18	01	WRIGLEY PARKING LOT REPAVING	90-112-00-00-0111		66.50	
					INVOICE TOTAL:		66.50	*
	64530	06/28/18	01	CITY OF YORKVILLE	01-640-54-00-5465		2,077.00	
					INVOICE TOTAL:		2,077.00	*

FY 19

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527867	EEI ENGINEERING ENTERPRISES, INC.							
	64531	06/28/18	01	MUNICIPAL ENGINEERING SERVICES	01-640-54-00-5465		1,900.00	
					INVOICE TOTAL:		1,900.00	*
	64532	06/28/18	01	WINDETT RIDGE - UNIT 2	01-640-54-00-5465		4,956.75	
					INVOICE TOTAL:		4,956.75	*
	64533	06/28/18	01	BOUNDRY & ANNEXATION SURVEY	01-640-54-00-5465		134.00	
					INVOICE TOTAL:		134.00	*
	64534	06/28/18	01	WELL #3 WATER MAIN RE-PIPING	51-510-60-00-6022		781.50	
					INVOICE TOTAL:		781.50	*
	64535	06/28/18	01	STORM WATER BASIN INSPECTIONS	01-640-54-00-5465		1,689.00	
					INVOICE TOTAL:		1,689.00	*
	64536	06/28/18	01	RTP GRANT	01-640-54-00-5465		116.25	
					INVOICE TOTAL:		116.25	*
	64537	06/28/18	01	ALDI EXPANSION	90-115-00-00-0111		357.25	
					INVOICE TOTAL:		357.25	*
	64538	06/28/18	01	FOX HIGHLANDS WATER MAIN	51-510-60-00-6066		804.14	
			02	IMPROVEMENTS	** COMMENT **			
					INVOICE TOTAL:		804.14	*
	64539	06/28/18	01	RAINTREE VILLAGE - SANITARY	01-640-54-00-5465		232.75	
			02	SEWER REPAIRS	** COMMENT **			
					INVOICE TOTAL:		232.75	*
	64540	06/28/18	01	BAP POWER CORPORATION	90-119-00-00-0111		1,360.50	
					INVOICE TOTAL:		1,360.50	*
	64541	06/28/18	01	RESTORE CHURCH	90-121-00-00-0111		2,221.75	
					INVOICE TOTAL:		2,221.75	*

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527867	EEI	ENGINEERING ENTERPRISES, INC.							
	64542		06/28/18	01	LOT 7 MENARDS - BURGER KING	90-124-00-00-0111		1,596.00	
						INVOICE TOTAL:		1,596.00	*
	64543		06/28/18	01	LOT 5 COUNTRYSIDE-GRACE	90-125-00-00-0111		2,913.75	
				02	COFFEE & WINE	** COMMENT **			
						INVOICE TOTAL:		2,913.75	*
	64544		06/28/18	01	206 HEUSTIS-PROPERTY LINE	01-640-54-00-5465		3,071.00	
				02	LOCATE	** COMMENT **			
						INVOICE TOTAL:		3,071.00	*
	64545		06/28/18	01	WHISPERING MEADOWS-TRG	01-640-54-00-5465		611.75	
						INVOICE TOTAL:		611.75	*
	64546		06/28/18	01	FORCIBLE ANNEXATION MAP & GIS	01-640-54-00-5465		368.50	
				02	DATA	** COMMENT **			
						INVOICE TOTAL:		368.50	*
	64547		06/28/18	01	AUTUMN CREEK, UNIT 2C	01-640-54-00-5465		330.00	
						INVOICE TOTAL:		330.00	*
						CHECK TOTAL:		56,833.34	
527868	FARMFLEE	BLAIN'S FARM & FLEET							
	0251-BROWN		06/28/18	01	JEANS	52-520-56-00-5600		35.99	
						INVOICE TOTAL:		35.99	*
						CHECK TOTAL:		35.99	
527869	FARR	FARR ASSOCIATES							
	2017021.07		07/02/18	01	YORKVILLE DOWNTOWN OVERLAY	88-880-60-00-6000		10,320.00	
				02	DISTRICT COSTS FOR JUN 2018	** COMMENT **			
						INVOICE TOTAL:		10,320.00	*
						CHECK TOTAL:		10,320.00	

FY 19

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527870	FIRST	FIRST PLACE RENTAL							
	294798-1		07/10/18	01	STARTER RECOIL	01-410-56-00-5640		54.02	
						INVOICE TOTAL:		54.02	*
						CHECK TOTAL:		54.02	
527871	FLATSOS	RAQUEL HERRERA							
	8142		06/13/18	01	4 NEW TIRES INSTALLED	01-220-54-00-5462		407.24	
						INVOICE TOTAL:		407.24	*
						CHECK TOTAL:		407.24	
527872	FLATSOS	RAQUEL HERRERA							
	8187		06/19/18	01	4 TIRES INSTALLED	79-790-54-00-5495		440.00	
						INVOICE TOTAL:		440.00	*
						CHECK TOTAL:		440.00	
527873	FLATSOS	RAQUEL HERRERA							
	8245		06/22/18	01	4 TIRES	01-410-56-00-5640		314.84	
						INVOICE TOTAL:		314.84	*
						CHECK TOTAL:		314.84	
527874	FLEX	FLEX BENEFIT SERVICE CORP.							
	29077		07/10/18	01	JUN 2018 HRA ADMIN FEES	01-110-52-00-5216		20.00	
				02	JUN 2018 HRA ADMIN FEES	01-120-52-00-5216		10.00	
				03	JUN 2018 HRA ADMIN FEES	01-210-52-00-5216		105.00	
				04	JUN 2018 HRA ADMIN FEES	01-220-52-00-5216		20.00	
				05	JUN 2018 HRA ADMIN FEES	01-410-52-00-5216		6.67	
				06	JUN 2018 HRA ADMIN FEES	79-790-52-00-5216		22.50	

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527874	FLEX	FLEX BENEFIT SERVICE CORP.							
	29077		07/10/18	07	JUN 2018 HRA ADMIN FEES	79-795-52-00-5216		17.50	
				08	JUN 2018 HRA ADMIN FEES	51-510-52-00-5216		21.67	
				09	JUN 2018 HRA ADMIN FEES	52-520-52-00-5216		6.66	
				10	JUN 2018 HRA ADMIN FEES	01-640-52-00-5240		35.00	
				11	JUN 2018 HRA ADMIN FEES	82-820-52-00-5216		20.00	
				12	JUN 2018 FSA ADMIN FEES	01-110-52-00-5216		12.00	
				13	JUN 2018 FSA ADMIN FEES	01-120-52-00-5216		4.00	
				14	JUN 2018 FSA ADMIN FEES	01-210-52-00-5216		32.00	
				15	JUN 2018 FSA ADMIN FEES	01-220-52-00-5216		4.00	
				16	JUN 2018 FSA ADMIN FEES	01-410-52-00-5216		4.00	
				17	JUN 2018 FSA ADMIN FEES	51-510-52-00-5216		8.00	
				18	JUN 2018 FSA ADMIN FEES	52-520-52-00-5216		4.00	
						INVOICE TOTAL:		353.00	*
						CHECK TOTAL:			353.00
527875	FOXVALLE	FOX VALLEY TROPHY & AWARDS							
	35302		06/22/18	01	2018 SUMMER BASKETBALL MEDALS	79-795-56-00-5606		325.00	
						INVOICE TOTAL:		325.00	*
	35334		07/06/18	01	CUSTOMER TROPHY ENGRAVING	79-795-56-00-5606		39.00	
						INVOICE TOTAL:		39.00	*
						CHECK TOTAL:			364.00
527876	FRECOSYS	FOX RIVER ECOSYSTEM							
	2018 DUES		07/11/18	01	ANNUAL DUE RENEWAL	01-110-54-00-5460		100.00	
						INVOICE TOTAL:		100.00	*
						CHECK TOTAL:			100.00
527877	GALLS	GALL'S INC.							

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
527877	GALLS	GALL'S INC.					
	009986495	05/24/18	01	LOCK DUTY HOLSTER-JEKA	01-210-56-00-5620		97.20
					INVOICE TOTAL:		97.20 *
	010188015	06/25/18	01	SHOES-HAYES	01-210-56-00-5600		83.45
					INVOICE TOTAL:		83.45 *
					CHECK TOTAL:		180.65
527878	GRAINCO	GRAINCO FS., INC.					
	78012035	06/28/18	01	TIRES REPLACED	01-410-54-00-5490		1,711.60
					INVOICE TOTAL:		1,711.60 *
					CHECK TOTAL:		1,711.60
527879	ICMA	INTERNATIONAL CITY/COUNTY MGMT					
	2018 DUES	07/11/18	01	ANNUAL DUE RENEWAL	01-110-54-00-5460		366.00
					INVOICE TOTAL:		366.00 *
					CHECK TOTAL:		366.00
527880	ILEPA	ILLINOIS EPS (NPDES)					
	ILR400554-062818	06/28/18	01	FY19 STORMWATER BILLING	01-410-54-00-5462		1,000.00
					INVOICE TOTAL:		1,000.00 *
					CHECK TOTAL:		1,000.00
527881	ILPSAN	ILLINOIS PUBLIC SAFETY AGENCY					
	00041870	06/01/18	01	ALERTS BILLING JUL-DEC 2018	01-210-54-00-5484		3,510.00
					INVOICE TOTAL:		3,510.00 *
					CHECK TOTAL:		3,510.00

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527882	IMPERINV	IMPERIAL INVESTMENTS							
	MAY 2018-REBATE		07/09/18	01	MAY 2018 BUSINESS DIST.REBATE	01-000-24-00-2488		0.23	
						INVOICE TOTAL:		0.23	*
						CHECK TOTAL:		0.23	
527883	INGEMUNS	INGEMUNSON LAW OFFICES LTD							
	062818-ESCROW RFND		06/28/18	01	REFUND REMAINING ESCROW	90-092-92-00-0011		623.29	
				02	DEPOSIT RELATED TO THE LAW	** COMMENT **			
				03	OFFICE	** COMMENT **			
						INVOICE TOTAL:		623.29	*
	5684		07/03/18	01	05/30/18 ADMIN HEARING	01-210-54-00-5467		150.00	
						INVOICE TOTAL:		150.00	*
						CHECK TOTAL:		773.29	
527884	INTERDEV	INTERDEV, LLC							
	MSP1016253		06/29/18	01	JUN 2018 MONTHLY BILLING	01-640-54-00-5450		9,711.00	
						INVOICE TOTAL:		9,711.00	*
						CHECK TOTAL:		9,711.00	
527885	IRWA	ILLINOIS RURAL WATER							
	23804		05/21/18	01	ANNUAL MEMBERSHIP RENEWAL	51-510-54-00-5460		465.00	
						INVOICE TOTAL:		465.00	*
						CHECK TOTAL:		465.00	
527886	ISHAMK	KENNETH ISHAM							
	062718		06/27/18	01	UMPIRE	79-795-54-00-5462		75.00	
						INVOICE TOTAL:		75.00	*
						CHECK TOTAL:		75.00	

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
527887	KCRECORD SHAW SUBURBAN MEDIA GROUP						
	42461-082318	07/11/18	01	3 YEAR SUBSCRIPTION RENEWAL	01-110-54-00-5460		80.00
					INVOICE TOTAL:		80.00 *
					CHECK TOTAL:		80.00
527888	KCSHERIF KENDALL CO. SHERIFF'S OFFICE						
	YOR-DR018	06/14/18	01	UAV/UAS INSURANCE ANNUAL FEE	01-210-54-00-5460		500.00
					INVOICE TOTAL:		500.00 *
					CHECK TOTAL:		500.00
527889	KENDCPA KENDALL COUNTY CHIEFS OF						
	499	06/28/18	01	MONTHLY MEETING FEE FOR 6	01-210-54-00-5412		96.00
			02	STAFF	** COMMENT **		
					INVOICE TOTAL:		96.00 *
					CHECK TOTAL:		96.00
527890	KENDCROS KENDALL CROSSING, LLC						
	062918-ESCROW RFND	06/29/18	01	REFUND REMAINING ESCROW	90-070-70-00-0011		252.75
			02	DEPOSIT RELATED TO KENDALL	** COMMENT **		
			03	CROSSING SIGN	** COMMENT **		
					INVOICE TOTAL:		252.75 *
					CHECK TOTAL:		252.75
527891	KENDCROS KENDALL CROSSING, LLC						
	062918-ESCROW RFND2	06/29/18	01	REFUND REMAINING ESCROW	90-039-39-00-1111		757.00
			02	DEPOSIT RELATED TO KENDALL	** COMMENT **		
			03	CROSSING PUD	** COMMENT **		
					INVOICE TOTAL:		757.00 *
					CHECK TOTAL:		757.00

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527892	KENDCROS	KENDALL CROSSING, LLC							
	BD REBATE 05/18		07/09/18	01	MAY 208 BUSINESS DIST.REBATE	01-000-24-00-2487		882.42	
						INVOICE TOTAL:		882.42	*
						CHECK TOTAL:		882.42	
527893	KONENT	TOM KONEN							
	062118		06/21/18	01	CDL LICENSE REIMBURSEMENT	51-510-54-00-5462		65.00	
						INVOICE TOTAL:		65.00	*
						CHECK TOTAL:		65.00	
527894	KWIATKJN	JOHN KWIATKOWSKI							
	062018		06/20/18	01	UMPIRE	79-795-54-00-5462		75.00	
						INVOICE TOTAL:		75.00	*
						CHECK TOTAL:		75.00	
527895	KWIATKOJ	JOESEPH KWIATKOWSKI							
	62018		06/20/18	01	REFEREE	79-795-54-00-5462		75.00	
						INVOICE TOTAL:		75.00	*
						CHECK TOTAL:		75.00	
527896	LAWLESSM	MATTHEW J. LAWLESS							
	071118		07/11/18	01	UMPIRE	79-795-54-00-5462		75.00	
						INVOICE TOTAL:		75.00	*
						CHECK TOTAL:		75.00	
527897	LEJAN	NICOLE DECKER							

FY 19

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527897	LEJAN	NICOLE DECKER							
	062618		06/26/18	01	JUN 2018 MEETING DUES	01-210-54-00-5460		10.00	
						INVOICE TOTAL:		10.00	*
						CHECK TOTAL:		10.00	
527898	MCCUE	MC CUE BUILDERS, INC.							
	062918-ESCROW RFND		06/29/18	01	REFUND REMAINING ESCROW	90-118-00-00-0011		616.75	
				02	DEPOSIT RELATED TO KENDALL	** COMMENT **			
				03	MARKETPLACE RESIDENTIAL	** COMMENT **			
						INVOICE TOTAL:		616.75	*
						CHECK TOTAL:		616.75	
527899	MENLAND	MENARDS - YORKVILLE							
	19834		06/11/18	01	ELBOW, CLAMPS, ADAPTERS,	79-790-56-00-5640		80.74	
				02	BRUSHES, COILS, PADDED TIEDOWN	** COMMENT **			
						INVOICE TOTAL:		80.74	*
	19846		06/11/18	01	DOOR HANDLE	79-790-56-00-5640		12.99	
						INVOICE TOTAL:		12.99	*
	19874		06/11/18	01	PLIER, DOOR HANDLE, WRENCH	79-790-56-00-5630		42.72	
						INVOICE TOTAL:		42.72	*
	19945-18		06/12/18	01	TOILET TANK REPAIR VALVE	79-790-56-00-5640		6.34	
						INVOICE TOTAL:		6.34	*
	20051		06/13/18	01	CONTAINER	79-790-56-00-5620		3.69	
						INVOICE TOTAL:		3.69	*
						CHECK TOTAL:		146.48	
527900	MENLAND	MENARDS - YORKVILLE							

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 19

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527900	MENLAND	MENARDS - YORKVILLE							
	20058		06/13/18	01	HAND TRUCK, WINDEX, CLEANER,	79-790-56-00-5620		207.60	
				02	FEBREEZE, DISH SOAP, BATTERY	** COMMENT **			
						INVOICE TOTAL:		207.60	*
						CHECK TOTAL:		207.60	
527901	MENLAND	MENARDS - YORKVILLE							
	20065		06/13/18	01	ADAPTER CORD, PLUG	79-790-56-00-5640		40.96	
						INVOICE TOTAL:		40.96	*
	20092		06/13/18	01	RETURNED PLUG CREDIT	79-790-56-00-5640		-15.99	
						INVOICE TOTAL:		-15.99	*
	20096		06/13/18	01	HITCH BALL	79-790-56-00-5620		7.87	
						INVOICE TOTAL:		7.87	*
	20526		06/18/18	01	MASONRY BITS, SCREW BITS, BIT	79-790-56-00-5630		18.90	
				02	SET	** COMMENT **			
						INVOICE TOTAL:		18.90	*
	20547		06/18/18	01	CHARCOAL ALUM	79-790-56-00-5640		5.49	
						INVOICE TOTAL:		5.49	*
	20712		06/20/18	01	TURNBUCKLES, QUICK LINKS,	79-790-56-00-5640		108.88	
				02	CLAMP, THIMBLES, OIL DRI	** COMMENT **			
						INVOICE TOTAL:		108.88	*
	20729		06/20/18	01	BRUSHES, PAINT, TARNX	79-790-56-00-5640		127.52	
						INVOICE TOTAL:		127.52	*
	20732		06/20/18	01	RETURNED TURNBUCKLE CREDIT	79-790-56-00-5640		-57.92	
						INVOICE TOTAL:		-57.92	*
	20735		06/20/18	01	QUICK LINKS, TURNBUCKLE	79-790-56-00-5640		21.96	
						INVOICE TOTAL:		21.96	*

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527901	MENLAND MENARDS - YORKVILLE							
	20747	06/20/18	01	CAUTION SIGNS	79-795-56-00-5606		29.59	
					INVOICE TOTAL:		29.59	*
	20794-18	06/21/18	01	COOLFLOW VALVE	52-520-56-00-5620		14.99	
					INVOICE TOTAL:		14.99	*
	20835	06/21/18	01	STAPLES, DUCT SEALING COMPOUND	51-510-56-00-5620		7.97	
					INVOICE TOTAL:		7.97	*
					CHECK TOTAL:		310.22	
527902	MENLAND MENARDS - YORKVILLE							
	20896	06/22/18	01	FUNNEL, TUBING, WD-40, BUNGEE	79-790-56-00-5620		120.38	
			02	CORDS, HOSE CLAMPS, GFCI PLATE	** COMMENT **			
			03	SCREW DRIVER SET	** COMMENT **			
					INVOICE TOTAL:		120.38	*
					CHECK TOTAL:		120.38	
527903	MENLAND MENARDS - YORKVILLE							
	20924	06/22/18	01	DUCK TAPE	79-790-56-00-5620		6.74	
					INVOICE TOTAL:		6.74	*
	20946	06/22/18	01	OIL	52-520-56-00-5620		10.98	
					INVOICE TOTAL:		10.98	*
	21230-18	06/25/18	01	PAINT, TAPE	79-790-56-00-5640		45.96	
					INVOICE TOTAL:		45.96	*
	21301	06/26/18	01	TOGGLE BOLT	79-790-56-00-5640		3.96	
					INVOICE TOTAL:		3.96	*
	21321	06/26/18	01	NIPPLES, SCREWDRIVER, CATALYST	51-510-56-00-5620		10.72	
					INVOICE TOTAL:		10.72	*

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527903	MENLAND	MENARDS - YORKVILLE							
	21402		06/27/18	01	LIGHT BULBS	79-790-56-00-5640		55.95	
						INVOICE TOTAL:		55.95	*
	21404		06/27/18	01	STORAGE CRATES, TOTE CADDY	51-510-56-00-5638		10.72	
						INVOICE TOTAL:		10.72	*
	21423		06/27/18	01	LIGHT BULBS	79-790-56-00-5640		17.99	
						INVOICE TOTAL:		17.99	*
	21434		06/27/18	01	METAL CUT-OFF, METAL CUTTING	79-790-56-00-5620		27.10	
						INVOICE TOTAL:		27.10	*
	21545		06/28/18	01	WEED & GRASS KILLER	79-790-56-00-5620		34.98	
						INVOICE TOTAL:		34.98	*
	21892		07/02/18	01	MORTAR MIX	01-410-56-00-5640		23.10	
						INVOICE TOTAL:		23.10	*
	21896		07/02/18	01	COUPLING	79-790-56-00-5640		2.49	
						INVOICE TOTAL:		2.49	*
	21914		07/02/18	01	SPRING	79-790-56-00-5640		2.69	
						INVOICE TOTAL:		2.69	*
	21988		07/03/18	01	CLEVIS PIN, BENT PIN, MARKING	79-790-56-00-5620		42.37	
				02	PAINT, TRAILER HITCH	** COMMENT **			
						INVOICE TOTAL:		42.37	*
						CHECK TOTAL:		295.75	
527904	MENLAND	MENARDS - YORKVILLE							
	22003		07/03/18	01	SAFE WITH ELECTRIC LOCK	79-795-56-00-5607		118.96	
				02	FAN	79-795-56-00-5606		53.97	
						INVOICE TOTAL:		172.93	*
						CHECK TOTAL:		172.93	

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527905	MENLAND	MENARDS - YORKVILLE							
	22269		07/06/18	01	WASHERS, BOLTS, WING NUTS	79-795-56-00-5640		4.86	
						INVOICE TOTAL:		4.86	*
						CHECK TOTAL:		4.86	
527906	METROWES	METRO WEST COG							
	3540		06/22/18	01	2018 LEGISLATIVE BBQ & SESSION	01-110-54-00-5412		90.00	
				02	REVIEW FOR 3 PEOPLE	** COMMENT **			
						INVOICE TOTAL:		90.00	*
						CHECK TOTAL:		90.00	
527907	MOSERR	ROBERT MOSER							
	071018		07/10/18	01	UMPIRE	79-795-54-00-5462		75.00	
						INVOICE TOTAL:		75.00	*
						CHECK TOTAL:		75.00	
527908	NANCO	NANCO SALES COMPANY, INC.							
	9354		06/21/18	01	TISSUE, PAPER TOWEL	79-795-56-00-5607		81.54	
						INVOICE TOTAL:		81.54	*
						CHECK TOTAL:		81.54	
527909	NICOR	NICOR GAS							
	00-41-22-8748 4-0618		07/02/18	01	06/01-07/02 1107 PRAIRIE	01-110-54-00-5480		37.76	
						INVOICE TOTAL:		37.76	*
	12-43-53-5625 3-0618		07/03/18	01	06/01-07/03 609 N BRIDGE	01-110-54-00-5480		21.35	
						INVOICE TOTAL:		21.35	*

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
527909	NICOR NICOR GAS						
	15-41-50-1000 6-0618	07/03/18	01	06/01-07/02 804 GAME FARM RD	01-110-54-00-5480		102.17
					INVOICE TOTAL:		102.17 *
	15-64-61-3532 5-0618	07/02/18	01	06/01-07/02 1991 CANNONBALL TR	01-110-54-00-5480		30.93
					INVOICE TOTAL:		30.93 *
	20-52-56-2042 1-0618	06/28/18	01	05/30-06/28 420 FAIRHAVEN	01-110-54-00-5480		93.95
					INVOICE TOTAL:		93.95 *
	23-45-91-4862 5-0618	07/03/18	01	06/04-07/03 101 BRUELL ST	01-110-54-00-5480		98.21
					INVOICE TOTAL:		98.21 *
	40-52-64-8356 1-0618	07/05/18	01	06/05-07/05 102 E VAN EMMON	01-110-54-00-5480		94.03
					INVOICE TOTAL:		94.03 *
	46-69-47-6727 1-0618	07/09/18	01	06/07-07/09 1975 N BRIDGE	01-110-54-00-5480		93.49
					INVOICE TOTAL:		93.49 *
	61-60-41-1000 9-0618	07/05/18	01	06/01-07/03 610 TOWER	01-110-54-00-5480		52.19
					INVOICE TOTAL:		52.19 *
	80-56-05-1157 0-0618	07/08/18	01	06/07-07/09 2512 ROSEMONT	01-110-54-00-5480		36.74
					INVOICE TOTAL:		36.74 *
	83-80-00-1000 7-0618	07/05/18	01	06/01-07/03 640 TOWER UNIT B	01-110-54-00-5480		39.25
					INVOICE TOTAL:		39.25 *
	91-85-68-4012 8-0618	07/03/18	01	06/01-0702 902 GAME FARM RD	82-820-54-00-5480		340.90
					INVOICE TOTAL:		340.90 *
	95-16-10-1000 4-0618	07/03/18	01	06/01-07/03 1 RT47	01-110-54-00-5480		27.62
					INVOICE TOTAL:		27.62 *
					CHECK TOTAL:		1,068.59

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527910	O'REILLY	O'REILLY AUTO PARTS						
	062818-ESCROW RFND	06/28/18	01	REFUND REMAINING ESCROW	90-088-88-00-0111		17.75	
			02	DEPOSIT RELATED TO O'REILLY	** COMMENT **			
			03	AUTO PARTS	** COMMENT **			
					INVOICE TOTAL:		17.75	*
	5613-146014	06/11/18	01	AIR FILTER	01-410-56-00-5628		9.77	
					INVOICE TOTAL:		9.77	*
	5613-146574	06/18/18	01	OIL FILTER	52-520-56-00-5628		5.40	
					INVOICE TOTAL:		5.40	*
	5613-146796	06/21/18	01	ABSORBENT, OIL	01-410-56-00-5628		43.34	
					INVOICE TOTAL:		43.34	*
					CHECK TOTAL:			76.26
527911	OHERRONO	RAY O'HERRON COMPANY						
	1834478-IN	06/28/18	01	CLIP ON BADGE, MAG CASE, NECK	01-210-56-00-5600		78.92	
			02	CHAIN, SERPA	** COMMENT **			
					INVOICE TOTAL:		78.92	*
					CHECK TOTAL:			78.92
527912	OMALLEY	O'MALLEY WELDING & FABRICATING						
	18146	06/27/18	01	MISC FABRICATION: STAINLESS	01-410-56-00-5628		1,390.00	
			02	STEEL RACK	** COMMENT **			
					INVOICE TOTAL:		1,390.00	*
					CHECK TOTAL:			1,390.00
D000935	ORRK	KATHLEEN FIELD ORR & ASSOC.						
	15664	07/03/18	01	MISC CITY LEGAL MATTERS	01-640-54-00-5456		8,074.68	

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D000935	ORRK	KATHLEEN FIELD ORR & ASSOC.					
	15664	07/03/18	02	515 W MADISON MATTERS	90-123-00-00-0011		163.40
			03	BAP POWER MATTERS	90-119-00-00-0011		71.67
			04	DOWNTOWN TIF II MATTERS	89-890-54-00-5466		107.50
			05	GRANDE RESERVE MATTERS	01-640-54-00-5456		236.50
			06	HOOVER MATTERS	01-640-54-00-5456		75.25
			07	KENDALL MARKETPLACE MATTERS	01-640-54-00-5456		53.75
			08	MEETINGS	01-640-54-00-5456		500.00
			09	PARK MATTERS	79-790-54-00-5466		268.75
			10	RAINTREE MATTERS	01-640-54-00-5456		989.00
			11	WHISPERING MEADOWS MATTERS	01-640-54-00-5456		53.75
					INVOICE TOTAL:		10,594.25 *
					DIRECT DEPOSIT TOTAL:		10,594.25
527913	OSWEGO	VILLAGE OF OSWEGO					
	241-19	06/28/18	01	MAY 2018 PURCHASING MANAGER	01-640-54-00-5418		4,390.23
			02	SHARED COST REIMBURSEMENT	** COMMENT **		
			03	MAY 2018 FACILITIES MANAGER	01-640-54-00-5432		2,150.61
			04	SHARED COST REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		6,540.84 *
					CHECK TOTAL:		6,540.84
527914	PARADISE	PARADISE CAR WASH					
	223705	07/03/18	01	CAR WASH	79-795-54-00-5495		2.00
			02	CAR WASH	79-790-54-00-5495		2.00
					INVOICE TOTAL:		4.00 *
	223724	07/03/18	01	JUNE 2018 CAR WASHES	01-210-54-00-5495		40.00
					INVOICE TOTAL:		40.00 *
					CHECK TOTAL:		44.00

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527915	PATTEN	PATTEN INDUSTRIES, INC.							
	P53C0156445		06/30/18	01	WHEEL LOADER REPAIR PARTS	01-410-56-00-5628		1,464.88	
						INVOICE TOTAL:		1,464.88	*
						CHECK TOTAL:		1,464.88	
527916	PEPSI	PEPSI-COLA GENERAL BOTTLE							
	49944608		06/28/18	01	BRIDGE CONCESSION DRINKS	79-795-56-00-5607		329.13	
						INVOICE TOTAL:		329.13	*
						CHECK TOTAL:		329.13	
527917	PESOLA	PESOLA MEDIA GROUP							
	125380		06/25/18	01	4TH OF JULY FLYER DESIGN	79-795-56-00-5606		75.00	
						INVOICE TOTAL:		75.00	*
						CHECK TOTAL:		75.00	
527918	PFPETT	P.F. PETTIBONE & CO.							
	174647		06/26/18	01	1 DIGITAL PHOTO ID CARD	01-210-54-00-5430		17.00	
						INVOICE TOTAL:		17.00	*
						CHECK TOTAL:		17.00	
527919	QUICKSIG	QUICK SIGNS INC.							
	18749		06/29/18	01	RIVERFEST BANNER	79-795-56-00-5606		54.00	
						INVOICE TOTAL:		54.00	*
	18755		06/29/18	01	4TH OF JULY BANNERS	79-795-56-00-5606		71.00	
						INVOICE TOTAL:		71.00	*
						CHECK TOTAL:		125.00	

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527920	R0001011 MEADOWVALE INC.							
	062818-ESCROW RFND	06/28/18	01	REFUND REMAINING ESCROW	90-084-84-00-0111		388.00	
			02	DEPOSIT RELATED TO MEADOWVALE	** COMMENT **			
			03	VARIANCE	** COMMENT **			
			04	REFUND REMAINING ESCROW	90-084-84-00-0011		88.96	
			05	DEPOSIT RELATED TO MEADOWVALE	** COMMENT **			
			06	VARIANCE	** COMMENT **			
					INVOICE TOTAL:		476.96	*
					CHECK TOTAL:			476.96
527921	R0001357 DONALD JACKSON							
	062318	06/26/18	01	BEECHER DEPOSIT REFUND	01-000-24-00-2410		100.00	
					INVOICE TOTAL:		100.00	*
					CHECK TOTAL:			100.00
527922	R0001596 UNITED FAITH IN CHRIST CHURCH							
	062818-ESCROW RFND	06/28/18	01	REFUND REMAINING ESCROW	90-093-93-00-0011		696.43	
			02	DEPOSIT RELATED TO UNIFIED	** COMMENT **			
			03	FAITH IN CHRIST	** COMMENT **			
					INVOICE TOTAL:		696.43	*
					CHECK TOTAL:			696.43
527923	R0001665 MICHELLE BUCK							
	062318	06/26/18	01	BEECHER DEPOSIT REFUND	01-000-24-00-2410		50.00	
					INVOICE TOTAL:		50.00	*
					CHECK TOTAL:			50.00
527924	R0002070 PULTE GROUP							

INVOICES DUE ON/BEFORE 07/24/2018

CHECK # / INVOICE #	VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
527924	R0002070	PULTE GROUP					
070618-ESCROW RFND		07/06/18	01	REFUND REMAINING ECROW DEPOSIT	90-094-94-00-0011		2,125.39
			02	PERTAINING TO AUTUMN CRK 2016	** COMMENT **		
					INVOICE TOTAL:		2,125.39 *
					CHECK TOTAL:		2,125.39
527925	R0002070	PULTE GROUP					
070618-ESCROW RFND3		07/06/18	01	REFUND REMAINING LGL ESCROW	90-019-19-00-0011		1,314.07
			02	DEPOSIT RELATED TO AUTUMN	** COMMENT **		
			03	CREEK	** COMMENT **		
					INVOICE TOTAL:		1,314.07 *
					CHECK TOTAL:		1,314.07
527926	R0002071	TERRI KEARNS					
062818-ESCROW RFND		06/28/18	01	REFUND REMIANING ESCROW	90-096-96-00-0011		219.10
			02	DEPOSIT REFLATED TO GRACE	** COMMENT **		
			03	HOLISTIC CENTER	** COMMENT **		
					INVOICE TOTAL:		219.10 *
					CHECK TOTAL:		219.10
527927	R0002072	GUGGENHEIM RETAIL REAL ESTATE					
062818-ESCROW RFND		06/28/18	01	REFUND REMAINING ESCROW	90-090-90-00-0111		1,796.50
			02	DEPOSIT RELATED TO JIFFY LUBE	** COMMENT **		
					INVOICE TOTAL:		1,796.50 *
					CHECK TOTAL:		1,796.50
527928	R0002073	SYCAMORE HOLDINGS					
062818-ESCROW RFND		06/28/18	01	REFUND REMAINING ESCROW	90-085-85-00-0011		91.76

INVOICES DUE ON/BEFORE 07/24/2018

CHECK # / INVOICE #	VENDOR # / DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
527928	R0002073 SYCAMORE HOLDINGS					
062818-ESCROW RFND	06/28/18	02	DEPOSIT RELATED TO SYCAMORE	** COMMENT **		
		03	HOLDINGS	** COMMENT **		
				INVOICE TOTAL:		91.76 *
				CHECK TOTAL:		91.76
527929	R0002074 SPACE CENTER, INC					
062818-ESCROW RFND	06/28/18	01	REFUND REMAINING ESCROW	90-082-82-00-0111		1,470.19
		02	DEPOSIT RELATED TO LOT 19	** COMMENT **		
		03	COMMERCIAL DR	** COMMENT **		
		04	REFUND REMAINING ESCROW	90-082-82-00-0011		232.81
		05	DEPOSIT RELATED TO LOT 19	** COMMENT **		
		06	COMMERCIAL DR	** COMMENT **		
				INVOICE TOTAL:		1,703.00 *
				CHECK TOTAL:		1,703.00
527930	R0002076 KENDALL MARKETPLACE LLP					
062818-ESCROW RFND	06/28/18	01	REFUND REMAINING ESCROW	90-103-00-00-0111		1,000.00
		02	DEPOSIT RELATED TO ROSS DRESS	** COMMENT **		
		03	FOR LESS	** COMMENT **		
				INVOICE TOTAL:		1,000.00 *
				CHECK TOTAL:		1,000.00
527931	R0002076 KENDALL MARKETPLACE LLP					
062918-ESCROW RFND	06/29/18	01	REFUND REMAINING ESCROW	90-116-00-00-0011		29.17
		02	DEPOSIT RELATED TO KENDALL	** COMMENT **		
		03	MARKETPLACE SIGN VARIANCE	** COMMENT **		
				INVOICE TOTAL:		29.17 *
				CHECK TOTAL:		29.17

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
527932	REESE	REESE RECREATION PRODUCTS INC					
	12704	05/23/18	01	GUARDRAILS, WASHERS, BOLTS,	79-790-56-00-5640		585.56
			02	RIVETS, CLAMPS	** COMMENT **		
					INVOICE TOTAL:		585.56 *
					CHECK TOTAL:		585.56
527933	REINDERS	REINDERS, INC.					
	1741082-00	06/20/18	01	BLADES	79-790-56-00-5640		101.80
					INVOICE TOTAL:		101.80 *
	1741821-00	06/29/18	01	V BELTS, OIL FILTERS	79-790-56-00-5640		297.40
					INVOICE TOTAL:		297.40 *
	1742024-00	06/26/18	01	FILTERS, SPRING TINE, BLADE	79-790-56-00-5640		305.34
					INVOICE TOTAL:		305.34 *
	1742036-00	06/26/18	01	SOIL SEAL, BEARINGS, SPINDLE	79-790-56-00-5640		101.13
			02	SHAFT, SPACER	** COMMENT **		
					INVOICE TOTAL:		101.13 *
	1742036-01	06/27/18	01	SPACER	79-790-56-00-5640		5.82
					INVOICE TOTAL:		5.82 *
					CHECK TOTAL:		811.49
527934	RIETZN	NICHOLAS ROBERT RIETZ					
	062818	06/28/18	01	UMPIRE	79-795-54-00-5462		72.00
					INVOICE TOTAL:		72.00 *
					CHECK TOTAL:		72.00
527935	RIETZR	ROBERT L. RIETZ JR.					

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527935	RIETZR	ROBERT L. RIETZ JR.							
	062718		06/27/18	01	UMPIRE	79-795-54-00-5462		50.00	
						INVOICE TOTAL:		50.00	*
	062818		06/28/18	01	UMPIRE	79-795-54-00-5462		72.00	
						INVOICE TOTAL:		72.00	*
						CHECK TOTAL:		122.00	
527936	RIVRVIEW	RIVERVIEW FORD							
	FOCS404764		06/19/18	01	STEERING DIAGNOSTIC	79-790-54-00-5495		67.50	
						INVOICE TOTAL:		67.50	*
						CHECK TOTAL:		67.50	
527937	RIVRVIEW	RIVERVIEW FORD							
	FOCS405112		06/21/18	01	ALIGNMENT CHECK, TRANSMISSION	01-410-54-00-5490		179.90	
						INVOICE TOTAL:		179.90	*
						CHECK TOTAL:		179.90	
527938	RUSSPOWE	RUSSO HARDWARE INC.							
	5112927		06/13/18	01	BULB	79-790-56-00-5640		4.24	
						INVOICE TOTAL:		4.24	*
	5112928		06/13/18	01	BED REDEFINER	79-790-56-00-5630		452.00	
						INVOICE TOTAL:		452.00	*
	5203652		07/11/18	01	WHEEL GUAGE, COLLAR, BEARING,	79-790-56-00-5640		103.87	
				02	ROLLER	** COMMENT **			
						INVOICE TOTAL:		103.87	*
						CHECK TOTAL:		560.11	

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527939	SERVMAST	SERVICEMASTER OF AURORA &							
	1761		06/22/18	01	CLEAN & SANITIZE SOFA	01-210-54-00-5495		140.00	
						INVOICE TOTAL:		140.00	*
						CHECK TOTAL:		140.00	
527940	SHELL	SHELL OIL CO.							
	65159923806		06/30/18	01	JUNE 2018 GASOLINE	01-210-56-00-5695		26.91	
						INVOICE TOTAL:		26.91	*
						CHECK TOTAL:		26.91	
527941	SHERWINW	THE SHERWIN-WILLIAMS CO.							
	0619-2		06/21/18	01	PUMP REPAIR	01-410-54-00-5490		1,121.90	
						INVOICE TOTAL:		1,121.90	*
						CHECK TOTAL:		1,121.90	
527942	SUBURLAB	SUBURBAN LABORATORIES INC.							
	156605		06/29/18	01	COLIFORM	51-510-54-00-5429		399.00	
						INVOICE TOTAL:		399.00	*
						CHECK TOTAL:		399.00	
527943	UPS5361	DDEDC #3, INC							
	062118		06/21/18	01	1 PKG TO KFO	01-110-54-00-5452		39.83	
						INVOICE TOTAL:		39.83	*
						CHECK TOTAL:		39.83	
527944	VITOSH	CHRISTINE M. VITOSH							

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527944	VITOSH	CHRISTINE M. VITOSH							
	CMV 1917-18		04/29/18	01	KENDALL MARKETPLACE PUD	90-116-00-00-0011		114.51	
				02	AMENDMENT FOR SIGNAGE	** COMMENT **			
				03	KENDALL MARKETPLACE PUD	90-118-00-00-0011		114.51	
				04	AMENDMENT FOR RESIDENTIAL LOTS	** COMMENT **			
						INVOICE TOTAL:		229.02	*
	CMV 1920		06/28/18	01	JUNE 2018 ADMIN HEARINGS	01-210-54-00-5467		400.00	
						INVOICE TOTAL:		400.00	*
	CMV 1921		06/28/18	01	VARIANCE FOR ACCESSORY	90-123-00-00-0011		178.20	
				02	STRUCTURE	** COMMENT **			
						INVOICE TOTAL:		178.20	*
						CHECK TOTAL:			807.22
527945	WEEKSB	WILLIAM WEEKS							
	071118		07/11/18	01	UMPIRE	79-795-54-00-5462		75.00	
						INVOICE TOTAL:		75.00	*
						CHECK TOTAL:			75.00
527946	WELDSTAR	WELDSTAR							
	01662233		06/24/18	01	CYLINDER RENTAL	01-410-54-00-5485		16.74	
						INVOICE TOTAL:		16.74	*
						CHECK TOTAL:			16.74
527947	WERDERW	WALLY WERDERICH							
	062618-JUNE		06/26/18	01	06/11, 06/18 & 06/25 ADMIN	01-210-54-00-5467		450.00	
				02	HEARINGS	** COMMENT **			
						INVOICE TOTAL:		450.00	*

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
527947	WERDERW	WALLY WERDERICH							
	062618-MAY		06/26/18	01	05/14 ADMIN HEARING	01-210-54-00-5467		150.00	
						INVOICE TOTAL:		150.00	*
						CHECK TOTAL:		600.00	
527948	WILLMAN	WILLMAN & GROESCH GENERAL							
	062918-ESCROW RFND		06/29/18	01	REFUND REMAINING ECROW	90-080-80-00-0111		1,185.25	
				02	DEPOSIT RELATED TO 202 WOLF	** COMMENT **			
				03	STREET	** COMMENT **			
						INVOICE TOTAL:		1,185.25	*
						CHECK TOTAL:		1,185.25	
527949	WINKLERK	KIRK WINKLER							
	062718		06/27/18	01	UMPIRE	79-795-54-00-5462		75.00	
						INVOICE TOTAL:		75.00	*
	071118		07/11/18	01	UMPIRE	79-795-54-00-5462		75.00	
						INVOICE TOTAL:		75.00	*
						CHECK TOTAL:		150.00	
527950	WORDLAWT	TERRANCE WORDLAW							
	062718		06/27/18	01	UMPIRE	79-795-54-00-5462		75.00	
						INVOICE TOTAL:		75.00	*
						CHECK TOTAL:		75.00	
D000936	YBSD	YORKVILLE BRISTOL							
	0718SF		07/12/18	01	JUN 2018 SANITARY FEES	95-000-24-00-2450		290,086.25	
						INVOICE TOTAL:		290,086.25	*

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 19

INVOICES DUE ON/BEFORE 07/24/2018

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D000936	YBSD	YORKVILLE BRISTOL							
	2018.0021		07/10/18	01	JUNE 2018 LANDFILL EXPENSE	51-510-54-00-5445		8,188.74	
						INVOICE TOTAL:		8,188.74	*
						DIRECT DEPOSIT TOTAL:		298,274.99	
527951	YORKSELF	YORKVILLE SELF STORAGE, INC							
	062418-45		06/24/18	01	JUNE 2018 STORAGE RENTAL	01-210-54-00-5485		80.00	
						INVOICE TOTAL:		80.00	*
						CHECK TOTAL:		80.00	
527952	YOUNGM	MARLYS J. YOUNG							
	061118		06/23/18	01	06/11/18 LIBRARY BOARD	82-820-54-00-5462		55.50	
				02	MEETING MINUTES	** COMMENT **			
						INVOICE TOTAL:		55.50	*
	061818		06/26/18	01	06/18/18 LIBRARY BOARD MEETING	82-820-54-00-5462		44.25	
				02	MINUTES	** COMMENT **			
						INVOICE TOTAL:		44.25	*
	061918		06/28/18	01	06/19/18 PW MEETING MINUTES	01-110-54-00-5462		54.50	
						INVOICE TOTAL:		54.50	*
	062018		06/29/18	01	06/20/18 ADMIN MEETING MINUTES	01-110-54-00-5462		40.00	
						INVOICE TOTAL:		40.00	*
						CHECK TOTAL:		194.25	

TOTAL CHECKS PAID: 349,428.17

TOTAL DIRECT DEPOSITS PAID: 309,386.24

TOTAL AMOUNT PAID: 658,814.41

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	

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 19

CHECK DATE: 07/05/18

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
527801	R0002069	ROBERT LOFTUS						
	20170781-BUILD		05/09/18	01	958 PURCELL BUILD PROGRAM	25-000-24-21-2445	680.00	
				02	958 PURCELL BUILD PROGRAM	51-000-24-00-2445	5,320.00	
				03	958 PURCELL 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
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	

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 19

INVOICES DUE ON/BEFORE 07/10/2018

CHECK #	VENDOR # / INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
D000933	DLK	DLK, LLC							
	173		06/29/18	01	JUNE 2018 MONTHLY ECONOMIC	01-640-54-00-5486		9,425.00	
				02	DEVELOPMENT HOURS	** COMMENT **			
						INVOICE TOTAL:		9,425.00	*
	181		06/29/18	01	2ND QUARTER 2018 BANKED HOURS	01-640-54-00-5486		11,600.00	
						INVOICE TOTAL:		11,600.00	*
						DIRECT DEPOSIT TOTAL:		21,025.00	

TOTAL DIRECT DEPOSITS PAID: 21,025.00

TOTAL AMOUNT PAID: 21,025.00

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	

UNITED CITY OF YORKVILLE
PAYROLL SUMMARY
July 13, 2018

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	$ 18,971.28	$ -	18,971.28	$ 2,009.39	$ 1,375.92	$ 22,356.59
FINANCE	10,143.05	-	10,143.05	1,085.92	761.14	$ 11,990.11
POLICE	144,019.74	12,501.83	156,521.57	643.46	11,593.22	$ 168,758.25
COMMUNITY DEV.	16,650.95	-	16,650.95	1,736.19	1,237.18	$ 19,624.32
STREETS	15,834.77	252.63	16,087.40	1,511.54	1,179.57	$ 18,778.51
WATER	15,948.35	658.75	16,607.10	1,679.89	1,197.08	$ 19,484.07
SEWER	8,604.61	-	8,604.61	923.62	644.57	$ 10,172.80
PARKS	21,160.33	299.51	21,459.84	1,970.87	1,579.09	$ 25,009.80
RECREATION	14,906.87	-	14,906.87	1,363.06	1,119.49	$ 17,389.42
LIBRARY	15,605.88	-	15,605.88	1,059.62	1,162.65	$ 17,828.15
TOTALS	$ 281,845.83	$ 13,712.72	$ 295,558.55	$ 13,983.56	$ 21,849.91	$ 331,392.02

TOTAL PAYROLL **$ 331,392.02**

UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, July 10, 2018

ACCOUNTS PAYABLE		**DATE**		
City Manuual Check Register - FY18 *(Pages 1 - 2)*		07/09/2018		290,256.99
City Manuual Check Register - FY19 *(Page 3)*		07/11/2018		8,444.00
City Check Register - FY18 *(Page 4)*		07/24/2018		1,459.39
City Check Register - FY19 *(Pages 5 - 43)*		07/24/2018		658,814.41
	SUB-TOTAL:			**$958,974.79**
OTHER PAYABLES				
FY19				
Manual Check #527801 - Loftus BUILD Check *(Page 44)*		07/05/2018	$	10,000.00
Maunual Direct Deposit #D000933 - DLK *(Page 45)*		07/10/2018	$	21,025.00
	SUB-TOTAL:			**$31,025.00**
PAYROLL				
Bi - Weekly *(Page 46)*		07/13/2018	$	331,392.02
	SUB-TOTAL:			**$331,392.02**
	TOTAL DISBURSEMENTS:		**$**	**1,321,391.81**

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

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2018-36

Agenda Item Summary Memo

Title: Old Jail – Resident Presentation

Meeting and Date: City Council – July 24, 2018

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested:

Submitted by: Mayor Gary J. Golinski

Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/320/City-Council

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

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2018-58

Agenda Item Summary Memo

Title: Beecher Center HVAC replacement RFP results

Meeting and Date: City Council – July 24, 2018

Synopsis: RFP results and recommendation for HVAC repair at the Beecher Center

Council Action Previously Taken:

Date of Action: CC 06/26/18 Action Taken: Budget amendment was approved.

Item Number: PW 2018-58

Type of Vote Required: Majority

Council Action Requested: Approval of contract to Trico Mechanical Inc. for $320,225

Submitted by: Steve Raasch (Name) Public Works (Department)

Agenda Item Notes:

The Public Works Committee voted positive on 7/17/18 to present this to City Council for Consideration on July 24, 2018.

Memorandum

To: City Council
From: Steve Raasch, Facilities Manager
CC: Bart Olsen, City Administrator, Erin Willrett, Assistant City Administrator, Eric Dhuse, Director of Public Works, Public Works Committe
Date: July 24, 2018
Subject: Beecher Community Center HVAC Replacement

Summary

Request for approval of a contract to Trico Mechanical in the amount of $320,225 to replace two HVAC units at the Beecher Center.

Background

Earlier this year, Farren Heating & Cooling of Yorkville, responded to a lack of heating at the Beecher Community Center. They diagnosed that the heating portions on both Mammoth HVAC units (300,000 & 235,000 BTUs of heating), have failed and cannot be repaired, because parts are unavailable based on the age of the units that were installed in 1981, and they are also past their useful life expectancy. The existing units will not be able to heat the building when the temperatures fall later this year. The existing units are under a roof system that was added after the units were original installed, because of persistent roof leaks.

Based on this information, staff proceeded with the creation of a RFP, and went out to formal bid. The RFP calls for the existing units to be disconnected, removed and disposed of, from under the roof line. The replacement units are to be installed on the ground level on a concrete pad, to allow the units better ventilation and easier access for future repairs. A 6” thick concrete pad will be installed on ground level to hold the new units, and a 6’ tall cedar fence with a gate, will be installed around the pad for security. Insulated galvanized ductwork, will be run from the new units to the existing ductwork openings inside the roofed in area. The new units will include economizers and power exhaust, which will allow a more energy efficient way to heat and cool the building. The existing manual thermostats will be replaced with a new Honeywell thermostat control system, which will allow the systems to be monitored and controlled remotely. The new HVAC units will come with a 5 year manufacturer’s warranty, and all work will come with a 1 year labor warranty.

Seven contractors attended the Pre-Bid Meeting on June 24, 2018. Of those 7 contractors, 2 submitted their bids on 5/24/18. The low bidder was R.J. O’Neil at $173,096 (including all 3 alternates), but after the bid opening, they provided a letter clarifying their bid and also noted that they did not include some items in their bid. Based on these exclusions, R.J. O’Neil was disqualified, and Trico Mechanical became the low bidder at $320,225 (including all 3 alternates). The current bid pricing from Trico Mechanical will expire on 8/22/2018. This project is not part of the approved FY19 budget.

Update

There was a mathematical error on the bid from Trico Mechanical and 2 different dollar amounts were included in the proposal. Staff has verified that the number on the "Bid Proposal Sheet" is the price that was intended for the bid. The dollar amount has been confirmed for the project as"$320,225". However, the incorrect dollar amount was erroneously included in the previous memo and subsequent City Council budget amendment on June 26th, for the amount of $319,725, the difference being $500. Staff may submit the additional $500 expenditure as a future budget amendment to the Council, if needed.

Recommendation

Staff recommends the approval of the Trico Mechanical Proposal, 3 alternates, and 3 addendums, before 8/22/2018, for a cost not to exceed $320,225.

Attachments

RFP
Addendums 1-3
Trico Mechanical Proposal
RJ O'Neil Proposal
RJ O'Neil Letter additional notes and changes to their original proposal
Contract

Resolution No. 2018-_____

A RESOLUTION AUTHORIZING A CONTRACT WITH TRICO MECHANICAL INC. FOR THE HVAC SYSTEM REPLACEMENT PROJECT FOR THE BEECHER CENTER AT 901 GAME FARM ROAD

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

WHEREAS, the City has previously advertised for bids on April 25, 2018 for the HVAC system replacement project for the Beecher Center at 901 Game Farm Road; and,

WHEREAS, based upon a review of the bids received and determination as to the qualifications of the bidders, the corporate authorities of the United City of Yorkville have determined that Trico Mechanical Inc. of Sugar Grove, Illinois, having submitted a bid in the amount of $320,225.00 is the lowest responsible bidder.

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

Section 1: That the bid submitted by Trico Mechanical Inc. in the amount not to exceed $320,225.00 is hereby accepted, and the Mayor and City Clerk are hereby authorized and directed on behalf of the United City of Yorkville to execute a *CONTRACT* with Trico Mechanical Inc. as attached hereto and made a part hereof as Exhibit A.

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

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

Memorandum

To: Public Work Committee
From: Steve Raasch, Facilities Manager
CC: Bart Olsen, City Administrator, Erin Willrett, Assistant City Administrator, Eric Dhuse, Director of Public Works
Date: June 12, 2018
Subject: Beecher Community Center HVAC Replacement

Summary

Discussion of the bids received for the replacement of (2) existing HVAC Units at the Beecher Community Center.

Background

Earlier this year, Farren Heating & Cooling of Yorkville, responded to a lack of heating at the Beecher Community Center. They diagnosed that the heating portions on both Mammoth HVAC units (300,000 &235,000 BTUs of heating), have failed and cannot be repaired, because parts are unavailable based on the age of the units that were installed in 1981, and they are also past their useful life expectancy. The existing units will not be able to heat the building when the temperatures fall later this year. The existing units are under a roof system that was added after the units were original installed, because of persistent roof leaks.

Based on this information, staff proceeded with the creation of a RFP, and went out to formal bid. The RFP calls for the existing units to be disconnected, removed and disposed of, from under the roof line. The replacement units are to be installed on the ground level on a concrete pad, to allow the units better ventilation and easier access for future repairs. A 6” thick concrete pad will be installed on ground level to hold the new units, and a 6’ tall cedar fence, with a gate, will be installed around the pad for security. Insulated galvanized ductwork, will be run from the new units to the existing ductwork openings inside the roofed in area. The new units will include economizers and power exhaust, which will allow a more energy efficient way to heat and cool the building. The existing manual thermostats will be replaced with a new Honeywell thermostat control system, which will allow the systems to be monitored and controlled remotely. The new HVAC units will come with a 5 year manufacturer’s warranty, and all work will come with a 1 year labor warranty.

Seven contractors attended the Pre-Bid Meeting on June 24, 2018. Of those 7 contractors, 2 submitted their bids on 5/24/18. The low bidder was R.J. O’Neil at $173,096 (including all 3 alternates), but after the bid opening, they provided a letter clarifying their bid and also noted that they did not include some items in their bid. Based on these exclusions, R.J. O’Neil was disqualified, and Trico Mechanical became the low bidder at $319,725 (including all 3 alternates). The current bid pricing from Trico Mechanical will expire on 8/22/2018. This project is not part of the approved FY19 budget.

Recommendation

Staff recommends the approval of the Trico Mechanical Proposal, 3 alternates, and 3 addendums, before 8/22/2018, for a cost not to exceed $319,725. If approved, a budget amendment would be required. If the committee agrees, staff would forward the attached contract and resolution for approval at a future City Council meeting.

Attachments

RFP
Addendums 1-3
Trico Mechanical Proposal
RJ O'Neil Proposal
RJ O'Neil Letter additional notes and changes to their original proposal
Contract

United City of Yorkville, Illinois

REQUEST FOR PROPOSAL

for an HVAC System Replacement at the Beecher Center

Legal Notice Posted:	**April 25, 2018**
Pre-Bid Meeting	**May 8, 2018 at 10:00 AM**
Proposals Due:	**May 17, 2018 at 10:00AM**

United City of Yorkville
REQUEST FOR PROPOSAL
HVAC System Replacement at the Beecher Center
May 2018

Table of Contents

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

United City of Yorkville, Illinois
LEGAL NOTICE
Request for Proposal

HVAC System Replacement at the Beecher Center

Sealed bids for an HVAC system replacement at the Beecher Center will be received at the address listed below until May 17, 2018 at 10:00 a.m. All bids will be publicly opened immediately thereafter. Proposals Bids not physically received by the City by 10:00 a.m. on May 17, 2018 will be returned, unopened to the bidder. Emailed or faxed proposals will not be accepted. All proposals should be addressed and delivered to:

United City of Yorkville
RE: (Vendor Name)
Bid for HVAC System Replacement at the Beecher Center
Attention: Steve Raasch, Facilities Manager
800 Game Farm Road
Yorkville, IL 60560

There will be a Pre-Bid Meeting at Yorkville City Hall on Tuesday, May 8, 2018 at 10:00 AM. Bid packets are available online at http://www.yorkville.il.us. The link can be found under the Business tab - Bids & RFPs. Additional packets may be picked up at City Hall, 800 Game Farm Road, Yorkville, IL 60560. City Hall is open Monday through Friday, 8:00AM to 4:30PM.

Each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond from a company with an A-1 best rating, or a cashier's check in the amount of ten percent (10%) of the bid and made payable to the United City of Yorkville, 800 Game Farm Road, Yorkville, IL 60560. No bid shall be withdrawn for a period of thirty (30) days after the bid opening date without the consent of the City. Checks or drafts of unsuccessful bidders will be returned as soon as possible after award and execution of the contract. Contractor must comply with Prevailing Wage Act.

Any questions concerning this Request For Proposal, the actual specifications or the plans can be forwarded by email to Eric Dhuse at edhuse@yorkville.il.us no later than May 10, 2018 at 5PM.

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

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

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

General Information

The United City of Yorkville is seeking an experienced individual or firm for the removal and replacement of the HVAC system at the Beecher Center. The Beecher Center is located at 901 Game Farm Rd, Yorkville, IL 60560.

The Contractor shall furnish and provide all labor, materials, tools, equipment and machinery, unless otherwise specified, necessary to perform and complete, in a good and workmanlike manner, the removal and replacement of the HVAC system at the Beecher Center. The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this contract. Failure to make such preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the term of this contract.

Introduction

Project Description:

The City is requesting proposals according to the Project Specifications and Plans contained herein (the "Project"). The Project consists of the removal and replacement of the HVAC system of the Beecher Center. All equipment is currently roof mounted and concealed in ventilated attic/roof space. **A job site visit is expected to submit a comprehensive bid.**

Project Specifications and Plans

Scope of Work: The City is requesting a turn-key proposal for the replacement of one (1) Mammoth packaged heat/cool RTU and one (1) Mammoth heat only RTU with DX Condenser. All equipment is currently roof mounted and concealed in ventilated attic/roof space. Bidders must completely familiarize themselves with the specifications in this bid document.

Description of Work.

- Demo and removal existing equipment from the job site.
- Capping/covering of exiting unused roof curbs with galvanized steel caps, insulated on inside of cap with 1" insulation.
- **Below is the basis for design and the Contractor will be responsible for producing a set of engineered and stamped drawings for the following:**
    1) Install two (2) Packaged Heat/cool units sized to handle current spaces conditioned by the units designated for replacement. New units to be side discharge, equipped with: economizers with built in power exhaust, humidification control, and CO2 monitoring, include new flat curbs supplied by manufacture. Acceptable manufactures: Trane, Carrier Corp or equivalent. All submitting companies must submit manufacture and basic model numbers, manufacturer specifications and cut sheets with the bid submittals.
    2) New units to be set to be set on manufactured supplied equipment curbs and new 6" thick concrete reinforced concrete pad, large enough to allow for manufactures required clearance. All pad work, grading and reseeding to be included in quote, spoils that are not used for back fill or final grading to be hauled off site at the expense of the contractor awarded the project. Exact location of new concrete pad to be approved by the City of Yorkville. This will be a separate line item. The City may be able to provide the concrete slab, time permitting.

3) Supply and return duct to be extended from point of disconnection in attic space and connected to side discharge connections of corresponding new unit.
4) Contractor to supply stainless steel ductwork for all **exterior** ductwork until the interior connection is made.
5) Bid needs to include hail guards installed on each unit.
6) Electric and gas from demo'd units from shall be extended to from attic space to location of new units. All shut offs and disconnects in attic space to be removed and new shut offs and disconnect switches to be installed per code at location of new units. Contractor to confirm that existing wiring, breakers and gas is of proper size and should include any needed upgrades in their proposal.
7) **Controls-** Shall be stand alone digital thermostats with (7) day programmable schedule, capable of controlling all functions of the new HVAC equipment. Thermostats should also have a wifi option so that the Facilities Manager or Public Works Director can monitor them through a cell phone application.
8) Six (6) foot tall Cedar privacy fence with locking double door gate sized large enough to allow for future service or replacement of units shall be installed around concrete pad.
9) Existing Condenser discharge opening in roof to have rain proof outside air hoods installed to allow for ventilation of attic space.
10) Existing wood louvers on the south side of the building used for access to the attic space shall be removed and discarded to allow for new duct work, access must be maintained to allow for access into space.
11) **Duct Insulation-**All Exterior Supply and Return Duct work to be externally insulated with 2" thick fiberglass board with Venture Clad wrap.
12) **Test & Balance-** At end of project the contractor will turn in a TAB certified report showing: Manufactures test data, fan curves, total cfm, and static along with any other relative performance data associated with specified equipment. Any belts, sheaves or pulleys needed for adjustments to be installed with no added expense to the City of Yorkville.

Submittals: Contractor will be responsible for submitting the final design to the Director and/or Facilities Manager for review and approval. The equipment submittals shall be approved and stamped by a mechanical engineer.

Training: Contractor to provide one (1) training session for owners representative. Training to include controls and general maintenance.

Billing/Invoicing: All billing and invoicing should be done at the completion of the project. Billing will include the date, the items supplied with serial numbers, and the total cost of each line item. After receipt of a correct invoice, 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.;

If, in the opinion of the City, the Contractor has not or is not satisfactorily performing the work covered by this specification, and within three (3) business days of receipt of a written demand from the City, for performance, has not cured any defect in performance specifically itemized in such demand, the City may, at its option:

a) Withhold payment.

b) Consider all or any part of this contract breached and terminate the contractor, or
c) May hire another contractor to cure any defects in performance or complete all work covered by this specification for the remaining term of this contract.
d) Any demand for performance shall be specifically delivered to contractor by personal delivery, certified or registered mail.

The City will make periodic inspections and follow up as needed with the contractor to discuss any issues, etc.

Warranty: Contractor shall ensure a five (5) manufacturer's warranty coverage and/or warranty service on any and all items including goods, materials, or equipment provided to the City. All Manufacturer warranties shall be passed through to the City. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them. The Contractor shall assist the City with replacement of all defective or damaged goods. Contractor to provide one (1) year labor warranty on installation. Labor Warranty to start on date of owner training.

Annual Maintenance: Contractor to provide pricing for an annual maintenance contract to cover preventative maintenance and change over costs for the twice annual start-up and shut down of the units.

Disposal of Material: Contractor shall legally dispose of all waste material generated from the project at a dump site compliant with Local, State and Federal regulations. Contractor shall provide a report of the amount in cubic yards of material disposed and where the material was disposed. The contractor will be required to provide & sign a disposal certificate acknowledgement form. In addition, Contractor shall reclaim refrigerant per EPA guidelines- documentation of this must be turned in at end of job.

Completion of Project: Contractor to supply owner with (2) copies of equipment O & M manuals, Test and Balance Report, Approved Equipment Submittals, Warranty letter stating start and finish dates for both manufactures warranty and labor warranty.

Prevailing wage Law: This project is subject to the Illinois Prevailing Wage Act.

Conditions: The Contractor is responsible for being familiar with all conditions of this project and delivery location. Failure to make such investigation and preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract.

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

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

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

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

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

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

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

NOTE: Scope of Work was written with the help of Trico Mechanical, Inc. of Sugar Grove, IL.

Instructions to Bidders

1. **Receipt of Bid:** **May 17, 2018; 10:00 A.M**.

2. **Basis of Bid:** Sealed bids will be received until the above noted time and date.

3. **Project Description:** HVAC system replacement for the Beecher Center

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

specific item covered by a lump sum price, and which are not included under the bid price for other items in the Contract, shall be performed as extra work.

K. The Bidder further agrees to execute all documents within this Bid Package, for this work and present all of these documents to the City.

L. The Bidder further agrees to execute all documents within this Bid Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award.

M. The Bidder further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specified within the bid, it being understood and agreed that the completion within the time limit is an essential part of the contract.

N. By submitting a bid, the Bidder understands and agrees that, if his bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the City for any damages the City may thereby suffer.

O. No bid will be considered unless the party offering it shall furnish evidence satisfactory to the City that he has necessary facilities, ability and pecuniary resources to fulfill the conditions of the Contract.

5. **Additional Information Request:** Questions regarding this Request for Proposal can be emailed to Steve Raasch, Facilities Manager at SRaasch@yorkville.il.us and specific questions regarding the specifications in this Invitation To Bid can be emailed to Eric Dhuse at EDhuse@yorkville.il.us by the end of business on May 10, 2018. Answers will be provided in writing to all potential Bidders who the City has notice of their intent to submit a bid; No oral comments will be made to any Bidder as to the meaning of the Request for Proposal and Specifications or other contract documents. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware of and the City will reject all claims related thereto.

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

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

6. **Conditions:**

A. The City is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This bid shall not include any amounts of money for these taxes.

B. To be valid, the bids shall be itemized so that selection for purchase may be made, there being included in the price of each unit the cost of delivery (FOB Destination).

C. The City shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in itemization of the bid.

D. All bids shall be good for ninety (90) days from the date of the bid opening.

7. **Award of Bid:** The United City of Yorkville reserves the right to reject any or all bids and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the United City of Yorkville.

A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Bidder shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.

B. In addition to price, the City may consider:

- Ability, capacity and skill to fulfill the contract as specified.
- Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
- Character, integrity, reputation, judgment, experience and efficiency.
- Quality of performance on previous contracts.
- Previous and existing compliance with laws and ordinances relating to the contract.
- Sufficiency of financial resources.
- Quality, availability and adaptability of the commodities, services or construction, in relation to the City 's requirements.
- Ability to provide future maintenance and service under the contract.
- Number and scope of conditions attached to the bid/proposal.
- Record of payments for taxes, licenses or other monies due the City

.

8. Rejection of Bids:

A. The City reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the City. Notice of cancellation shall be sent to all individuals or entities solicited.

B. The City reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the City. Any bid not conforming to the specifications or requirements set forth by the City in the bid request may be rejected.

C. Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

9. **Equal Opportunity:** The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

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

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

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

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

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

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

12. **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 Labors 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.

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

If any personnel or subcontractor fail to perform the part of the Work undertaken by it in a manner satisfactory to the City, the Contractor shall immediately upon notice from the

City remove and replace such personnel or subcontractor. The City shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such removal or replacement.

14. **Assignment:** Neither the City nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

15. **Governing Law:** The Contract and the rights of the City and Bidder under the Contract shall be interpreted according to the laws of the State of Illinois. Venue for any action related to the Contract will be in the Circuit Court of Kendall County, Illinois.

16. **Changes in Law:** Unless otherwise explicitly provided in the Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

17. **Time:** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in the Contract to days shall be construed to refer to calendar days.

GENERAL CONDITONS

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

1. **Definitions:** The Term "City" whenever used in the contract documents shall be construed to mean the United City of Yorkville. The United City of Yorkville, the Community Development Department, and the Director of Community Development shall also be known herein, respectively, as the City, the Department, and the Director.

2. **Conditions:** The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this Project and bid. Failure to make such investigation and preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of the contract.

3. **Bid Bond:** If the bidder's proposal for this project exceeds forty thousand dollars ($40,000.00), bids shall be secured by a certified check, bank draft, satisfactory bid bond or approved letter of credit in the amount of ten percent (10%) of the total amount of the complete project. Bid security shall be submitted with the bid.

4. **Performance Bond:** If the bidder's proposal for the project is equal to or greater than $5,000 then the following bonds shall be delivered to the City and shall become binding with the acceptance of the bid:

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

   Upon receipt of the performance bond, the City will return the bid bond to the bidder.

5. **Insurance Requirements:** The successful Bidder shall comply with the City's insurance requiremnts attached hereto as Exhibit A.

6. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the City to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the City or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts or war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes;

g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

7. **Liquidated Damages:** Time is of the essence to the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the City the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each hour of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the City during extended and delayed performance by the Contractor of the work. The liquidated damage amount specified will accrue and be assessed not until final completion of the total physical work of the contract even though the work may be substantially complete. The City will deduct these liquidated damages from any monies due or to become due to the Contractor from the City.

   Deduction for Each Day of Overrun in Contract Time: $250.00 per day.

8. **Compliance with Laws and Regulations:** In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

9. **Contract Term:** The contract will begin upon a full executed Agreement and approval of the City Council and expire no later than sixty (60) days following the completion of the installation. Installation shall be completed no later than July 1, 2018.

10. **Driver's License:** Before commencing work, the Contractor shall provide a copy of valid driver's license for each employee operating equipment in the City. Drivers shall possess a Commercial Driver's License with appropriate endorsements if operating equipment that requires such a license.

11. **Change Orders:** After a contract is awarded pursuant to the competitive bid procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:

a. Is approved by the City Council when the change order is an increase or decrease of more than $10,000 or the time of completion by more than 30 days.
b. Is approved by the by the City Administrator, or his/her designee for change orders that are not greater than ten thousand dollars ($10,000.00).

12. **Construction Contracts:**
a. The Bidder must comply with all applicable laws prerequisite to doing business in the state.
b. The Bidder must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
c. The Bidder must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.

13. **Termination:** The City shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the City shall provide Contractor at least ten (10) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 11th day.

a. When this contract, or any portion hereof, is terminated or cancelled by the City, and the Contractor released before all items of work included in this contract have been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.
b. Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.

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

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

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

b. **Sexual Harassment:** During the entire term of the contract, Contractor shall have in full force and effect a written Sexual Harassment Policy, which complies with the Illinois Human Rights Act (775- ILCS 5/1-101 et.seq.) including at least the following: 1) a statement on the illegality of sexual harassment; 2) the definition of sexual harassment under Illinois Law; 3) a description of sexual harassment, utilizing examples; 4) an internal complaint process, including penalties; 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission"); 6) directions on how to contact the Department and the Commission; and 7) protection against retaliation as provided by Section 6-101 of the Act.

c. **Drug Free Workplace:** In compliance with Illinois law, The Contractor certifies and agrees that it will provide a drug free workplace by:

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

d. **Substance Abuse Prevention on Public Works Projects:** Before a contractor or subcontractor commences work on a public works project as defined in 820 ILCS 130/2, the contractor or subcontractor shall have in place a written program which meets or exceeds the program requirements in the Substance Abuse Prevention on Public Works Projects Act, to be filed with the public body engaged in the construction of the public works and made available to the general

public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:

1) A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient.
2) A prohibition against the actions or conditions specified in 820 ILCS 265/10.
3) A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.
4) A procedure for notifying an employee who violates 820 ILCS 265/10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of 820 ILCS 265/20.

e. **Non-Collusion:** The Contractor represents that it is not barred from bidding for this contract as a result of a violation of 720 ILCS 5/33E concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts. The Contractor will be required to sign the Non-Collusion Certification.

f. **Compliance with Laws and Regulations:** In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

REFERENCES

UNITED CITY OF YORKVILLE

General Information, list below current business references for whom you have performed work similar to that required by this proposal.

Business: _____

Address: _____

City, State, Zip Code:_____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Business: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Business: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

If additional sheets are needed, please make copies.

SUBCONTRACTORS

UNITED CITY OF YORKVILLE

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1: _____

Address: _____

City, State, Zip Code:_____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

Subcontractor No. 2: _____

Address: _____

City, State, Zip Code:_____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

Subcontractor No. 3: _____

Address: _____

City, State, Zip Code:_____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

If additional sheets are needed, please make copies.

EQUIPMENT LIST

UNITED CITY OF YORKVILLE

Name	Make	Model	Year	Use

If additional sheets are needed, please make copies.

Bid Proposal Sheet

The prices stated in this proposal are guaranteed for 90 days from the date of hereof and if awarded within that period, we agree to complete the work covered by this Proposal at said prices. Bidders must fill in "Bid Unit Price" and "Extended Amount" for each bid item. Extend all prices to two decimals.

Quantity	Item Description	Manufacturer	Total Amount

Concrete Work with restoration	**Total Amount Bid**	**$**

6' Cedar Fence to conceal units	**Total Amount Bid**	**$**

Annual Preventative Maintenance Contract	**Total Amount Bid**	**$**

_____

Bid Proposal Sheet

The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the City reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner's best interest.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Person submitting the proposal is not barred by law from submitting a proposal to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or b720 ILCS 5/33-4 (Proposal Rotating); and that

The Person submitting the proposal is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

The Person submitting the proposal provides a drug free workplace pursuant to 30 ILCS 580/1, *et seq*., and that

The Person submitting the proposal certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635; and that

The Person submitting the proposal is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101 *et seq*. including establishment and maintenance of sexual harassment policies and program.

_____	_____
Firm Name	Signed Name and Title
_____	_____
Street Address	Print Name and Title
_____	_____
City State Zip	E-mail Address
_____	_____
Phone Number	Fax Number
_____	
Date	

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

CONTRACT

THIS CONTRACT made this _____ day of _____, 2018, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the "*Owner*" and _____ located at _____ hereinafter called the "*Contractor*".

WITNESSETH:

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

WHEREAS, the Owner has found that the Contractor is the lowest responsible person submitting the proposal for said work and has awarded the Contractor this contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the removal of existing HVAC system and install a new HVAC system at the Beecher Center in accordance with the conditions and prices stated in the Request for Proposal, Instructions to Persons submitting proposals – General Conditions, Special Conditions, Insurance Requirements, Specifications and Plans, Proposal, and Detail Exception Sheet all of which are made a part hereof and herein called the "*Contract Documents*".
2. The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE

By: _____

CONTRACTOR:

By: _____
Signature

_____
Print Name and Title

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The village reserves the right to accept of reject any or all exceptions.

Bidder's exceptions are:

_____

_____

_____

_____

_____

_____

_____

Exhibit A

UNITED CITY OF YORKVILLE, ILLINOIS
INSURANCE REQUIREMENTS

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

1. **MINIMUM SCOPE OF INSURANCE** Coverage shall be at least as broad as:

A. Insurance Services Office Commercial General Liability Occurrence Form CG 0001 with the City named as additional insured; on a form at least as broad as the endorsement in paragraph 10 including ISO Additional Insured Endorsement CG 2026, CG 2010.

B. Owners and Contractors Protective Liability (OCP) policy is required with the City as insured (for contracts with subcontractors and projects that are inherently dangerous).

C. Insurance Service Office Business Auto Liability Coverage Form Number CA 0001, Symbol 01 "Any Auto."

D. Workers' Compensation as required by the Worker's Compensation Act of the State of Illinois and Employers' Liability insurance.

E. Builder Risk Property Coverage with City as loss payee.

2. **MINIMUM LIMITS OF INSURANCE** Contractor shall maintain limits no less than if required under above scope:

A. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000.

B. Owners and Contractors Protective Liability (OCP): $1,000,000 combined single limit per occurrence for bodily injury and property damage.

C. Businesses Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of $1,000,000 per accident.

E. Builder's Risk shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis. (Protection against loss of materials during construction, renovation, or repair of a structure.)

F. Umbrella Excess Insurance: $3,000,000. “Following form” of the underlying and excess policies including listing the City as an additional insured.

3. **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

4. **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

1. The City, its officials, agents, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees, and volunteers.

2. The Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees, and volunteers.

4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the City, its officials, agents, employees, and volunteers as additional insureds.

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

B. All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage, or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

5. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois.

6. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance naming the City, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before any work commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated in paragraph 10, such as ISO Additional Insured Endorsements CG 2026 or CG 2010. The City reserves the right to request full certified copies of the insurance policies and endorsements.

7. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. ASSUMPTION OF LIABILITY

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier, or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

9. INDEMNITY/HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may anywise result therefore, except that arising out of the sole legal cause of the City, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its officials, agents, and employees as herein provided.

10. ADDITIONAL INSURED ENDORSEMENT

The "WHO IS AN INSURED" section of the policy/coverage document shall be amended to include as an insured, the City, but only with respect to liability arising out of your work. For purpose of this endorsement, "arising out of your work" shall mean: (1) Liability the Additional Insured may incur resulting from the actions of a contractor it hires, (2) Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work, (3) Liability the Additional Insured may incur for failure to maintain safe worksite conditions, and (4) Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: HVAC System Replacement at Beecher Center

ADDENDUM No. 1

DATE: 5/9/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Changes and Clarifications to Original Scope of Work

1. **(Item # 10 on Original SOW) Contractor will be responsible to make the needed wall penetrations to the attic space, to allow access for the new ductwork. All penetrations should be kept to the minimal space needed. The United City of Yorkville will the final modifications to the attic space doors, once the project has been completed.**
2. **(Item # 11on Original SOW) All ductwork (exterior and in the attic space) must be lined insulated stainless steel, and the exterior ductwork must be wrapped to provide a water tight seal.**
3. **The approximate square footage of the entire building 9,423.**

_____ _____

Signature **Date**

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: HVAC System Replacement at Beecher Center

ADDENDUM No. 2

DATE: 5/11/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Additional Information to Original Scope of Work

1. **Beecher Community Center Original HVAC Plan and Equipment Schedules M-1**

_____ _____

Signature **Date**

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: HVAC System Replacement at Beecher Center

ADDENDUM No. 3

DATE: 5/14/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Extension of Bid Due Date and Bid Opening

1. **The United City of Yorkville will be extending the bid due date and the public bid opening until Thursday May 24, 2018 at 10:00am at Yorkville City Hall. This decision will ensure all bidders have enough time to review Addendum's 1, 2 & 3, to provide accurate quotes for this project.**

_____ _____

Signature **Date**

TRICO Mechanical

1980 W. U.S. Hwy 30, Suite 11
SUGAR GROVE IL 60554

Phone 630-466-3662
Fax 630-466-3664

Project: Yorkville Beecher Center HVAC System Replacement **5/24/18**

Proposal:

- Demo and remove from premises existing attic mounted HVAC units, including reclaim and disposal of refrigerant per EPA guidelines.
- Supply and install Trane packaged heat/cool units, including hail guards, economizers with power exhaust, units to sit on manufactured supplied equipment curbs. **Trico Mechanical Inc. is including dehumidification on each unit along with CO2** controls to insure indoor air quality and comfort. ** Units figured to be 20 tons of cooling- sizing may change once engineered loads are figured, but basis of design will be the same.
- Provide engineering for equipment sizing and design along with a set of stamped drawings.
- Supply and install ventilated hoods to cover openings in roof where existing condenser air was ducted thru.
- Supply G90 galvanized duct in attic space, to have 1 ½" internal duct liner, exterior duct to be stainless steel with external duct insulation per addendum.
- Provide 6" thick concrete pad, including excavation and removal of spoils from site, pad size will be determined by required equipment clearances.
- Provide and install 6' tall cedar fence with locking gate.
- Provide and install Honeywell control system with WI FI access to match system installed in City Hall.
- Extend gas and electric from attic space to location of new units, includes all wiring, and breaker changes if needed.
- Provide backfill, and final grading along with seeding for restoration around new pad.
- Provide test and balance of new equipment.
- 5 year Manufactures warranty on equipment.
- 1 Year Labor warranty on equipment and install.
- Provide owner training.
- **Addendum 1,2, & 3 Acknowledged**
-

Total cost ….. $298,500.00

Option 1 Deduct: if all duct is Galvanized construction ….. $7,500.00
Option 2 Deduct: if all duct is constructed of Kingspan Kool Duct in lieu of metal duct and duct liner/wrap ….. $25,000.00

Annual Preventative Maintenance ….. $2,600.00 – Includes new belts 1 a year, new filters twice a year, along with seasonal check and cleaning of heat exchanger, burners and controls in fall and cleaning of condenser coils and check of refrigeration circuit in spring.

Visit us on the web at www.tricomechanicalinc.com

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: HVAC System Replacement at Beecher Center

ADDENDUM No. 1

DATE: 5/9/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Changes and Clarifications to Original Scope of Work

1. **(Item # 10 on Original SOW) Contractor will be responsible to make the needed wall penetrations to the attic space, to allow access for the new ductwork. All penetrations should be kept to the minimal space needed. The United City of Yorkville will the final modifications to the attic space doors, once the project has been completed.**
2. **(Item # 11on Original SOW) All ductwork (exterior and in the attic space) must be lined insulated stainless steel, and the exterior ductwork must be wrapped to provide a water tight seal.**
3. **The approximate square footage of the entire building 9,423.**

Signature _____ Date 5-24-18

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: HVAC System Replacement at Beecher Center

ADDENDUM No. 2

DATE: 5/11/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Additional Information to Original Scope of Work

1. **Beecher Community Center Original HVAC Plan and Equipment Schedules M-1**

Signature

5-24-18
Date

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: HVAC System Replacement at Beecher Center

ADDENDUM No. 3

DATE: 5/14/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Extension of Bid Due Date and Bid Opening

1. **The United City of Yorkville will be extending the bid due date and the public bid opening until Thursday May 24, 2018 at 10:00am at Yorkville City Hall. This decision will ensure all bidders have enough time to review Addendum's 1, 2 & 3, to provide accurate quotes for this project.**

Signature

5-24-18

Date

REFERENCES

UNITED CITY OF YORKVILLE

General Information, list below current business references for whom you have performed work similar to that required by this proposal.

Business: Milord Construction

Address: 9801 S. Industrial Drive

City, State, Zip Code: Bridgeview, IL 60455

Telephone Number: 708-598-7900

Contact Person: Phil Milord

Dates of Service: 2003 to Present

Business: G.A. Johnson + Son

Address: 828 Foster Street

City, State, Zip Code: Evenston, IL 60201

Telephone Number: 847-869-5905

Contact Person: Jack Galbraith

Dates of Service: 2002 to Present

Business: Honeywell Building Solutions

Address: 95 East Algonquin Road Bldg D

City, State, Zip Code: Des Plaines, IL 60017

Telephone Number: 224-803-1470

Contact Person: Joe Zakrocky

Dates of Service: 2011 to Present

If additional sheets are needed, please make copies.

SUBCONTRACTORS

UNITED CITY OF YORKVILLE

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1: Mid-Valley Concrete

Address: 950 East 3RD

City, State, Zip Code: Sandwich, IL 60548

Telephone Number: (815)-786-3324

Value of Work Subcontracted: $9,446.00

Nature of Work Subcontracted: Concrete Equipment PAD

Subcontractor No. 2: Austin Electric Inc

Address: 131 Airport Rd. Unit A

City, State, Zip Code: Joliet, IL. 60431

Telephone Number: 815-744-1147

Value of Work Subcontracted: $14,780 NO

Nature of Work Subcontracted: Electrical

Subcontractor No. 3: Complete Northern Illinois Fence

Address: 320 W Lincoln Highway

City, State, Zip Code: Cortland, IL. 60112

Telephone Number: 815-756-3561

Value of Work Subcontracted:

Nature of Work Subcontracted: Fence install

If additional sheets are needed, please make copies.

EQUIPMENT LIST

UNITED CITY OF YORKVILLE

Name	Make	Model	Year	Use
TRANE	RTU # 1 & 2	sizes to be determined		
once engineering is complete.				
- See Attach proposal for Details				

If additional sheets are needed, please make copies.

Bid Proposal Sheet

The prices stated in this proposal are guaranteed for 90 days from the date of hereof and if awarded within that period, we agree to complete the work covered by this Proposal at said prices. Bidders must fill in "Bid Unit Price" and "Extended Amount" for each bid item. Extend all prices to two decimals.

Quantity	Item Description	Manufacturer	Total Amount
	Total Base Bid		298,500 00/100

Concrete Work with restoration	**Total Amount Bid**	$ 13,500.00

6' Cedar Fence to conceal units	**Total Amount Bid**	$ 5625.00

Annual Preventative Maintenance Contract	**Total Amount Bid**	$ 2600.00

Bid Proposal Sheet

The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the City reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner's best interest.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Person submitting the proposal is not barred by law from submitting a proposal to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or b720 ILCS 5/33-4 (Proposal Rotating); and that

The Person submitting the proposal is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

The Person submitting the proposal provides a drug free workplace pursuant to 30 ILCS 580/1, *et seq.*, and that

The Person submitting the proposal certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635; and that

The Person submitting the proposal is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101 *et seq.* including establishment and maintenance of sexual harassment policies and program.

Trico Mechanical Inc.
Firm Name

1980 W US Hwy 30, Suite 11
Street Address

Sugar Grove IL 60554
City State Zip

630-466-3662
Phone Number

5-24-18
Date

Project Manager
Signed Name and Title

Gregg Pfaff - Project Manager
Print Name and Title

Gregg@tricomechanicalinc.com
E-mail Address

630-466-3664
Fax Number

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

CONTRACT

THIS CONTRACT made this _____ day of _____, 2018, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the "*Owner*" and _____ located at _____ hereinafter called the "*Contractor*".

WITNESSETH:

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

WHEREAS, the Owner has found that the Contractor is the lowest responsible person submitting the proposal for said work and has awarded the Contractor this contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the removal of existing HVAC system and install a new HVAC system at the Beecher Center in accordance with the conditions and prices stated in the Request for Proposal, Instructions to Persons submitting proposals – General Conditions, Special Conditions, Insurance Requirements, Specifications and Plans, Proposal, and Detail Exception Sheet all of which are made a part hereof and herein called the "*Contract Documents*".
2. The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE

By: _____

CONTRACTOR: Trico Mechanical, Inc.

By: _____
Signature

Ronald Rudolick President
Print Name and Title

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The village reserves the right to accept of reject any or all exceptions.

Bidder's exceptions are:

Liberty Mutual SURETY

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Trico Mechanical, Inc.
1980 W. US Hwy 30
Suite 11
Sugar Grove, IL 60554

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, New Hampshire 03431

Mailing Address for Notices
Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

BOND AMOUNT: 10% of the total amount bid----------

PROJECT:
(Name, location or address, and Project number, if any)
Provide and Install Design/Build HVAC Systems

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of May , 2018

(Witness)

Trico Mechanical, Inc.
(Principal) *(Seal)*

President
(Title)

(Witness)

The Ohio Casualty Insurance Company
(Surety)

(Title) Annette Albach Attorney-in-Fact

POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Bond Number: _____

Principal: Trico Mechanical, Inc.

Agency Name: Bonding Services Corporation

Obligee: _____

Agent Code: 125551

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint Annette Albach; Stephanie Shetler **of** Schaumburg, Illinois its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed **any and all** BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 26th day of September, 2016.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of King of Prussia, State of Pennsylvania, the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2021

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I , the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 24th day of May, 2018.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

Renee C. Llewellyn, Assistant Secretary

HVAC System Replacement
for the Beecher Center

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

CONTRACT

THIS CONTRACT made this _____ day of _____, 2018, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the "*Owner*" and R.J. O'Neil, Inc. located at 1125 S. Lake St, Montgomery, IL 60538 hereinafter called the "*Contractor*".

WITNESSETH:

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

WHEREAS, the Owner has found that the Contractor is the lowest responsible person submitting the proposal for said work and has awarded the Contractor this contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the removal of existing HVAC system and install a new HVAC system at the Beecher Center in accordance with the conditions and prices stated in the Request for Proposal, Instructions to Persons submitting proposals – General Conditions, Special Conditions, Insurance Requirements, Specifications and Plans, Proposal, and Detail Exception Sheet all of which are made a part hereof and herein called the "*Contract Documents*".
2. The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE

By: _____

CONTRACTOR:

By: _____
Signature
Kealan O'Neil - President
Print Name and Title

Bid Proposal Sheet

The prices stated in this proposal are guaranteed for 90 days from the date of hereof and if awarded within that period, we agree to complete the work covered by this Proposal at said prices. Bidders must fill in "Bid Unit Price" and "Extended Amount" for each bid item. Extend all prices to two decimals.

Quantity	Item Description	Manufacturer	Total Amount
2	Packaged Heat/Cool RTU's w/ Hail Guards	Carrier	$32,000.00
2	Programmable Thermostats	Honeywell	$425.00
1	Rain Hoods	Custom Manufactured	$2,500.00

Concrete Work with restoration	**Total Amount Bid**	**$** 7,500.00

6' Cedar Fence to conceal units	**Total Amount Bid**	**$** 6,500.00

Annual Preventative Maintenance Contract	**Total Amount Bid**	**$** 1,096.00

Total Base Bid: $158,000.00

*Alternates provided on separate sheet

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The village reserves the right to accept of reject any or all exceptions.

Bidder's exceptions are:

R.J. O'Neil, Inc. intended to furnish and install equipment, labor, and supervision to complete this project per description of work and specifications.

R.J. O'Neil
MECHANICAL CONTRACTORS

Yorkville Beecher Center Alternate bid proposals **5/24/18**

ALT #1: Provide Carpentry work to complete the louvers and siding work on exterior of attic access point. **ADD: $ 2,600.00**

ALT #2: Provide all galvanized ductwork w/ no liner in lieu of stainless steel. Provide exterior 2" insulation and heavy aluminum clad weatherproof jacketing.
DEDUCT: $ 2,250.00

Phone: 630-906-1300 • 1125 S. Lake St. Montgomery, IL 60538 • Fax: 630-906-1369

Bid Proposal Sheet

The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the City reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner's best interest.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Person submitting the proposal is not barred by law from submitting a proposal to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or b720 ILCS 5/33-4 (Proposal Rotating); and that

The Person submitting the proposal is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

The Person submitting the proposal provides a drug free workplace pursuant to 30 ILCS 580/1, *et seq*., and that

The Person submitting the proposal certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635; and that

The Person submitting the proposal is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101 *et seq*. including establishment and maintenance of sexual harassment policies and program.

R.J. O'Neil, Inc.
Firm Name

1125 S. Lake Street
Street Address

Montgomery IL 60538
City State Zip

(630) 906-1300
Phone Number

May 24, 2018
Date

Signed Name and Title

Kealan O'Neil - President
Print Name and Title

kealan@rjoneil.com
E-mail Address

(630) 906-1369
Fax Number

REFERENCES

UNITED CITY OF YORKVILLE

General Information, list below current business references for whom you have performed work similar to that required by this proposal.

GC: Vissering Construction Company
Business: Project: Remodeling & Addition for Meadowvale, Inc.
Vissering: 175 Benchmark Industrial Avenue
Address: Meadowvale: 1305 6th Street
Vissering: Streator, IL 61364
City, State, Zip Code: Meadowvale: Sandwich, IL 60548

Telephone Number: Vissering: (815) 673-5511

Contact Person: Vissering: Michael Slagel

Dates of Service: May 2017 - May 2018

GC: Whittaker Construction & Excavating, Inc.
Business: Project: Fox Metro Water Reclamation District - Building G Improvements
Whittaker: 105 Park Street
Address: Fox Metro: 682 State Route 31
Whittaker: Earlville, IL 60518
City, State, Zip Code: Fox Metro: Oswego, IL 60518

Telephone Number: Whittaker: 815-246-7119

Contact Person: Whittaker: Kevin Bomstad

Dates of Service: November 2016 - Current

GC: R.J. O'Neil, Inc.
Business: Project: Fox Metro Water Reclamation District - Building K Odor Control Improvements
GC: 1125 S. Lake Street
Address: Owner: 682 State Route 31
GC: Montgomery, IL 60538
City, State, Zip Code: Owner: Oswego, IL 60543
GC: (630) 906-1300
Telephone Number: Owner: (630) 301-6881
GC: Dave Grey
Contact Person: Owner: Matt Woodin

Dates of Service: February 2017 - April 2018

If additional sheets are needed, please make copies.

REFERENCES

UNITED CITY OF YORKVILLE

General Information, list below current business references for whom you have performed work similar to that required by this proposal.

Business: Owner: Mark Bank / Project: White Eagle Body Shop - Montgomery

Address: Owner: 575 Weston Ridge Drive / Project: 851 S. Lake Street

City, State, Zip Code: Owner: Naperville, IL 60563 / Project: Oswego, IL 60543

Telephone Number: Owner: (630) 961-9977 / Project: (630) 264-1661

Contact Person: Mark Bank

Dates of Service: November 2016 - Present

Business: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Business: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

If additional sheets are needed, please make copies.

SUBCONTRACTORS

UNITED CITY OF YORKVILLE

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1: Austin Electric

Address: 251 S. Frontage Road #18

City, State, Zip Code: Willowbrook, IL 60527

Telephone Number: (630) 327-7406

Value of Work Subcontracted: $15,000.00

Nature of Work Subcontracted: Electrical

Subcontractor No. 2: Integrated Demolition Service

Address: 1312 Prospect Avenue

City, State, Zip Code: Willow Springs, IL 60480

Telephone Number: (708) 606-6942

Value of Work Subcontracted: $9,000.00

Nature of Work Subcontracted: Demolition

Subcontractor No. 3: Cher-Mar Mechanical Insulation

Address: 8910 West 192nd, Unit K

City, State, Zip Code: Mokena, IL 60448

Telephone Number: (708) 478-0569

Value of Work Subcontracted: $4,500.00

Nature of Work Subcontracted: Insulation

If additional sheets are needed, please make copies.

SUBCONTRACTORS

UNITED CITY OF YORKVILLE

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 4: Northern Illinois Fencing, Inc

Address: 320 W. Lincoln Hwy

City, State, Zip Code: Cortland, IL 60112

Telephone Number: (815) 756-3561

Value of Work Subcontracted: $6,500.00

Nature of Work Subcontracted: Fencing

Subcontractor No. 5: Whittaker Construction & Excavating, Inc.

Address: 105 E. Park Street

City, State, Zip Code: Earlville, IL 60518

Telephone Number: (815) 246-7119

Value of Work Subcontracted: $7,500.00

Nature of Work Subcontracted: Concrete

Subcontractor No. 6: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

If additional sheets are needed, please make copies.

EQUIPMENT LIST

UNITED CITY OF YORKVILLE

Name	Make	Model	Year	Use
Crane	Runnion	890D	2006	Material Handling
Forklift	Toyota	7FGU30	2006	Material Handling
Skidsteer	Case	1845C	2002	Sitework / Concrete pad work
Lull (Renting)				Material Handling

If additional sheets are needed, please make copies.

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

CONTRACTOR:
(Name, legal status and address)
R.J. O'NEIL, INC.
1125 S. LAKE ST.
MONTGOMERY, IL 60538

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address):
UNITED CITY OF YORKVILLE
800 GAME FARM ROAD
YORKVILLE, IL 60560

BOND AMOUNT: TEN PERCENT OF AMOUNT BID (10%)

PROJECT:
(Name, location or address, and Principal number, if any)
HVAC SYSTEM REPLACEMENT AT THE BEECHER CENTER

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24TH day of MAY, 2018

R.J. O'NEIL, INC.
(Principal) *(Seal)*

Megan Walton
(Witness)

(Title) Keaian O'Neil - President

Travelers Casualty and Surety Company of America
(Surety) (Seal)

Amanda Passofume
(Witness)

(Title) AGNES A. FROEMEL Attorney-in-Fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Agnes A Froemel** of **JOLIET** **Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **24TH** day of **MAY**, **2018**.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: HVAC System Replacement at Beecher Center

ADDENDUM No. 1

DATE: 5/9/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Changes and Clarifications to Original Scope of Work

1. **(Item # 10 on Original SOW) Contractor will be responsible to make the needed wall penetrations to the attic space, to allow access for the new ductwork. All penetrations should be kept to the minimal space needed. The United City of Yorkville will the final modifications to the attic space doors, once the project has been completed.**
2. **(Item # 11on Original SOW) All ductwork (exterior and in the attic space) must be lined insulated stainless steel, and the exterior ductwork must be wrapped to provide a water tight seal.**
3. **The approximate square footage of the entire building 9,423.**

Signature

05/19/18

Date

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: HVAC System Replacement at Beecher Center

ADDENDUM No. 2

DATE: 5/11/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Additional Information to Original Scope of Work

1. **Beecher Community Center Original HVAC Plan and Equipment Schedules M-1**

Signature

05/11/18

Date

MECHANICAL EQUIPMENT SCHEDULE

DIFFUSER & LOUVER GRILLE SCHEDULE

MECHANICAL EQUIPMENT SCHEDULE

MANUFACTURER'S DESCRIPTION	TOTAL CFM	S.P	HEATING LOAD BTU/HR.	COOLG. LOAD BTU/HR.	H.P	ELEC. DATA VOLT	PH.	CYL.	ROOF OPN'G.	EQUIP'T. WEIGHT	REMARKS
MAMMOTH # EHP 202 ROOF-TOP HVAC UNIT	8000	2 1/4"	300,000	259,000	(2) 10.0 (1) 10.0 (1) 5.0	208	3	60	21 1/2 x 56 1/2	3730 #	
MAMMOTH # CEHP 102 ROOF-TOP H.V.AC UNIT	7332	2 1/4"	235,000	190,000	(2) 7 1/2 (1) 7 1/2 (1) 2.0	208	3	60	52 1/2 x 40 1/2 21 1/2 x 56 1/2	4940 #	
JENN-AIR # 90CW WALL EXH. FAN	1055	3/8"	—	—	1/4	115	1	60	12 1/2 x 12 1/2	55 #	W/ DISC. SWT., BIRD GUARD, MOTORIZED DAMPER.
JENN-AIR # 141CW WALL EXH. FAN - 2SPEED	2185/1085	1/4"	—	—	1/2	115	1	60	20 1/2 x 20 1/2	155 #	do.
JENN-AIR # 185 BTD 200F EXH. FAN	1800	1"	—	—	3/4	115	1	60	14 1/2 x 14 1/2		do. + PRE FAB CURB
MAMMOTH # C202 REMOTE COND. UNIT	—	—	—	259,000	(1) 3.0	208	3	60		1900 #	
JENN-AIR # 241 RV ROOF RELIEF VENT	1800	1/4"	—	—	—	—	—	—	—	—	W/ PRE-FAB CURB
JENN-AIR # 118 CR ROOF EXH. FAN	830	1/4			1/12	120	1	60	16 1/2 x 16 1/2	95 #	W/ PRE-FAB CURB, DISC. SWT, BIRD GUARD, MOTORIZED DAMPER

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: HVAC System Replacement at Beecher Center

ADDENDUM No. 3

DATE: 5/14/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Extension of Bid Due Date and Bid Opening

1. **The United City of Yorkville will be extending the bid due date and the public bid opening until Thursday May 24, 2018 at 10:00am at Yorkville City Hall. This decision will ensure all bidders have enough time to review Addendum's 1, 2 & 3, to provide accurate quotes for this project.**

Signature **Date** 05/14/18

Submittal

United City of Yorkville Illinois
HVAC System Replacement at the Beecher Center

Rooftop Unit

Owner:
United City of Yorkville Illinois
800 Game Farm Road
Yorkville, IL 60560
P: (630) 553-4350

Manufacturer:
Carrier Corporation
Farmington, CT
P: (800) 227-7437

Mechanical Contractor:
R.J. O'Neil, Inc.
1125 S. Lake Street
Montgomery, IL 60538
P: (630) 906-1300

Vendor:
Temperature Equipment Corporation
17725 Volbrecht Road
Lansing, IL 60438
P: (708) 418-0900

SUBMITTAL

Project

Yorkville Beecher

Date

Monday, May 14, 2018

Table Of Contents

Project: Yorkville Beecher 05/14/2018
Prepared By: 11:18AM

RTU-20 **3**
Unit Report 4
Certified Drawing 5
Performance Summary 9
RTU-17.5 **13**
Unit Report 14
Certified Drawing 15
Performance Summary 19

RTU-20

Tag Cover Sheet
Unit Report
Certified Drawing
Performance Report

Unit Report For RTU-20

Project: Yorkville Beecher
Prepared By:

05/14/2018
11:18AM

Unit Parameters

Unit Model: **48TCFE25A7A5-0A0J0**
Unit Size: **25 (20 Tons)**
Volts-Phase-Hertz: **208-3-60**
Heating Type: **Gas**
Duct Cfg: **Horizontal Supply / Horizontal Return**
High Heat
Two stage Cooling with Humidi-MiZer

Dimensions (ft. in.) & Weight (lb.) ***

Unit Length: **11' 9.5"**
Unit Width: **7' 2.375"**
Unit Height: **4' 9.375"**
*** Total Operating Weight: **2786** lb

*** Weights and Dimensions are approximate. Weight does not include unit packaging. Approximate dimensions are provided primarily for shipping purposes. For exact dimensions and weights, refer to appropriate product data catalog.

Unit Configuration

High Static Option - Horizontal Models
Al/Cu - Al/Cu
Base Electromechanical Controls
Non-Fused Disconnect
Standard Packaging
2-Speed indoor fan motor controlled by VFD
Humidi-MiZer™ Adaptive Dehumidification System

Warranty Information

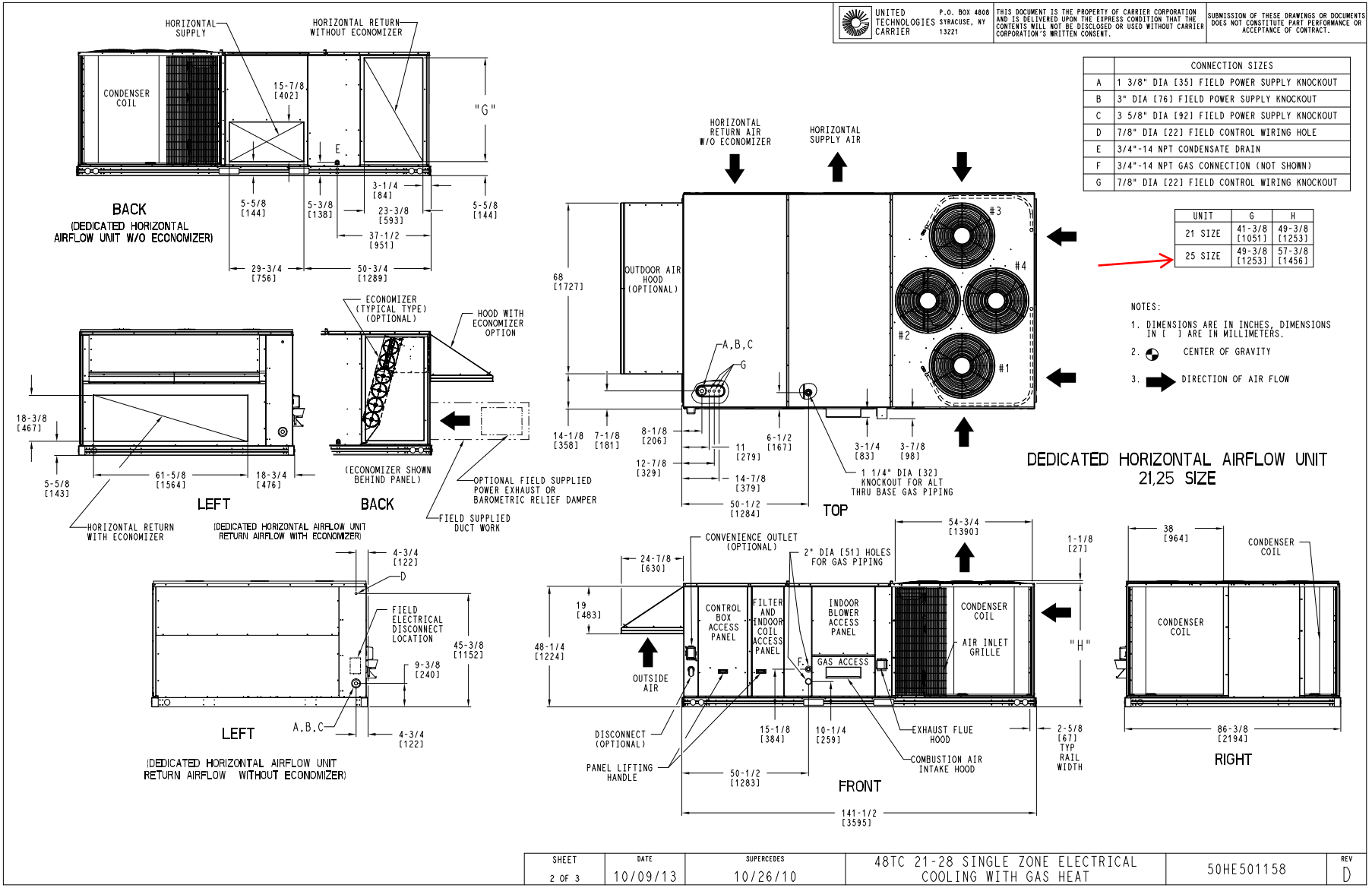
1-Year parts(std.)
5-Year compressor parts(std.)
10-Year heat exchanger - Aluminized(std.)

No optional warranties were selected.

NOTE: Please see Warranty Catalog 500-089 for explanation of policies and ordering methods.

Ordering Information

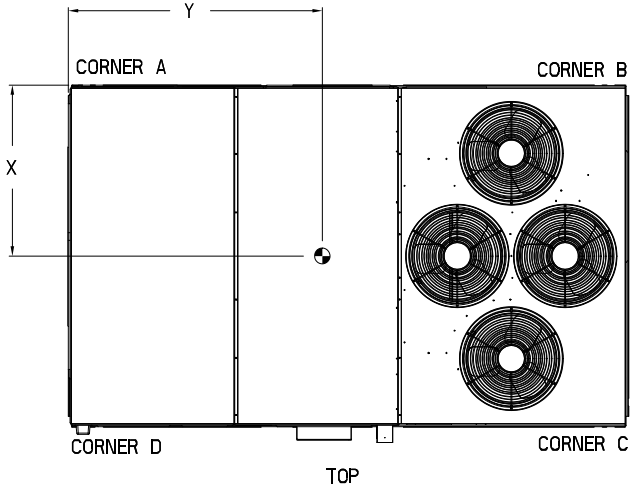
Part Number	Description	Quantity
48TCFE25A7A5-0A0J0	Rooftop Unit	1
	Base Unit	
	High Static Option - Horizontal Models	
	None	
	2 Speed Fan Controller (VFD) and Non-Fused Disconnect	
Accessories		
CRRFCURB047A00	14-inch Tall Roof Curb	1


UNITED TECHNOLOGIES CARRIER
P.O. BOX 4808 SYRACUSE, NY 13221
THIS DOCUMENT IS THE PROPERTY OF CARRIER CORPORATION AND IS DELIVERED UPON THE EXPRESS CONDITION THAT THE CONTENTS WILL NOT BE DISCLOSED OR USED WITHOUT CARRIER CORPORATION'S WRITTEN CONSENT.
SUBMISSION OF THESE DRAWINGS OR DOCUMENTS DOES NOT CONSTITUTE PART PERFORMANCE OR ACCEPTANCE OF CONTRACT.
CONNECTION SIZES
A 1 3/8" DIA [35] FIELD POWER SUPPLY KNOCKOUT
B 3" DIA [76] FIELD POWER SUPPLY KNOCKOUT
C 3 5/8" DIA [92] FIELD POWER SUPPLY KNOCKOUT
D 7/8" DIA [22] FIELD CONTROL WIRING HOLE
E 3/4"-14 NPT CONDENSATE DRAIN
F 3/4"-14 NPT GAS CONNECTION (NOT SHOWN)
G 7/8" DIA [22] FIELD CONTROL WIRING KNOCKOUT
UNIT G H
21 SIZE 41-3/8 [1051] 49-3/8 [1253]
25 SIZE 49-3/8 [1253] 57-3/8 [1456]
NOTES:
1. DIMENSIONS ARE IN INCHES, DIMENSIONS IN [ ] ARE IN MILLIMETERS.
2. CENTER OF GRAVITY
3. DIRECTION OF AIR FLOW
HORIZONTAL SUPPLY
HORIZONTAL RETURN WITHOUT ECONOMIZER
CONDENSER COIL
BACK
(DEDICATED HORIZONTAL AIRFLOW UNIT W/O ECONOMIZER)
HORIZONTAL RETURN W/O ECONOMIZER
HORIZONTAL SUPPLY AIR
OUTDOOR AIR HOOD (OPTIONAL)
TOP
DEDICATED HORIZONTAL AIRFLOW UNIT 21,25 SIZE
ECONOMIZER (TYPICAL TYPE) (OPTIONAL)
HOOD WITH ECONOMIZER OPTION
LEFT
BACK
(ECONOMIZER SHOWN BEHIND PANEL)
OPTIONAL FIELD SUPPLIED POWER EXHAUST OR BAROMETRIC RELIEF DAMPER
FIELD SUPPLIED DUCT WORK
HORIZONTAL RETURN WITH ECONOMIZER
(DEDICATED HORIZONTAL AIRFLOW UNIT RETURN AIRFLOW WITH ECONOMIZER)
FIELD ELECTRICAL DISCONNECT LOCATION
LEFT
(DEDICATED HORIZONTAL AIRFLOW UNIT RETURN AIRFLOW WITHOUT ECONOMIZER)
CONVENIENCE OUTLET (OPTIONAL)
2" DIA [51] HOLES FOR GAS PIPING
CONTROL BOX ACCESS PANEL
FILTER AND INDOOR COIL ACCESS PANEL
INDOOR BLOWER ACCESS PANEL
GAS ACCESS
AIR INLET GRILLE
OUTSIDE AIR
DISCONNECT (OPTIONAL)
PANEL LIFTING HANDLE
EXHAUST FLUE HOOD
COMBUSTION AIR INTAKE HOOD
FRONT
RIGHT
SHEET 2 OF 3
DATE 10/09/13
SUPERCEDES 10/26/10
48TC 21-28 SINGLE ZONE ELECTRICAL COOLING WITH GAS HEAT
50HE501158
REV D

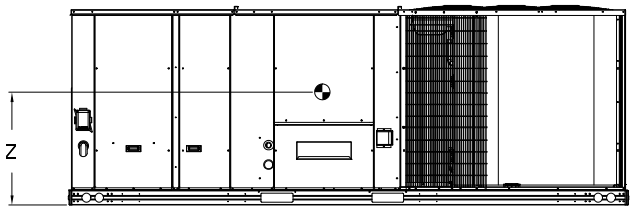
UNIT	OUTDOOR COIL TYPE	STD UNIT WEIGHT *		CORNER WEIGHT (A)		CORNER WEIGHT (B)		CORNER WEIGHT (C)		CORNER WEIGHT (D)		C.G.		
		LBS.	KG.	LBS.	KG.	LBS.	KG.	LBS.	KG.	LBS.	KG.	X	Y	Z
48TC24	MCHX	1989	904	383	174	540	245	623	283	442	201	46 1/8 [1172]	82 7/8 [2105]	16 1/2 [419]
48TC28	MCHX	2118	963	408	186	575	261	664	302	471	214	46 1/8 [1172]	82 7/8 [2105]	19 [483]
48TC21	RTPF	2102	956	474	215	390	177	593	269	582	265	47 1/2 [1207]	71 1/4 [1810]	16 1/2 [419]
48TC24	RTPF	2072	942	558	254	548	249	479	217	487	221	40 5/32 [1020]	70 [1778]	16 1/2 [419]
48TC25	RTPF	2247	1021	540	246	556	253	598	272	581	264	44 5/8 [1133]	71 5/8 [1819]	19 [483]
48TC28	RTPF	2197	999	571	259	564	256	528	240	534	243	41 21/32 [1058]	70 1/4 [1784]	19 [483]

RTPF - ROUND TUBE, PLATE FIN (COPPER/ALUM)
MCHX - NOVATION (ALUM/ALUM)

* STANDARD UNIT WEIGHT IS WITH LOW GAS HEAT AND WITHOUT PACKAGING.
FOR OTHER OPTIONS AND ACCESSORIES, REFER TO THE PRODUCT DATA CATALOG.



TOP



FRONT

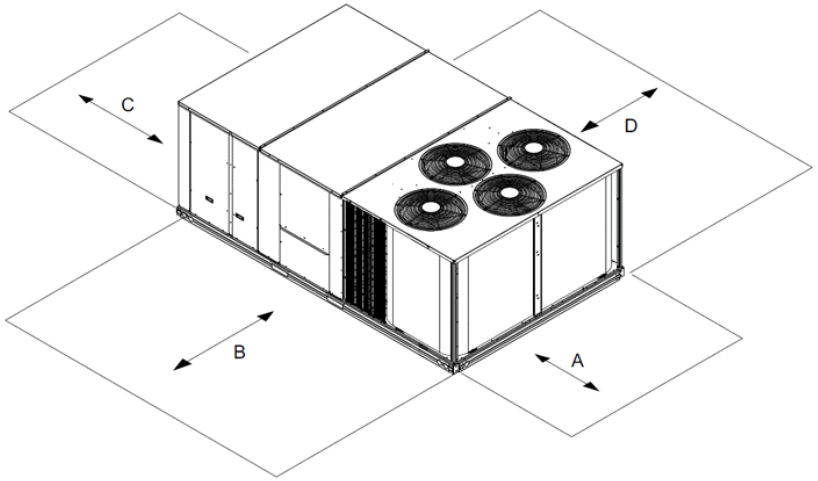
UNITED TECHNOLOGIES CARRIER P.O. BOX 4808 SYRACUSE, NY 13221

THIS DOCUMENT IS THE PROPERTY OF CARRIER CORPORATION AND IS DELIVERED UPON THE EXPRESS CONDITION THAT THE CONTENTS WILL NOT BE DISCLOSED OR USED WITHOUT CARRIER CORPORATION'S WRITTEN CONSENT.

SUBMISSION OF THESE DRAWINGS OR DOCUMENTS DOES NOT CONSTITUTE PART PERFORMANCE OR ACCEPTANCE OF CONTRACT.

SHEET	DATE	SUPERCEDES			REV
3 OF 3	10/09/13	10/26/10	48TC 21-28 SINGLE ZONE ELECTRICAL COOLING WITH GAS HEAT	50HE501158	D

Service Clearance

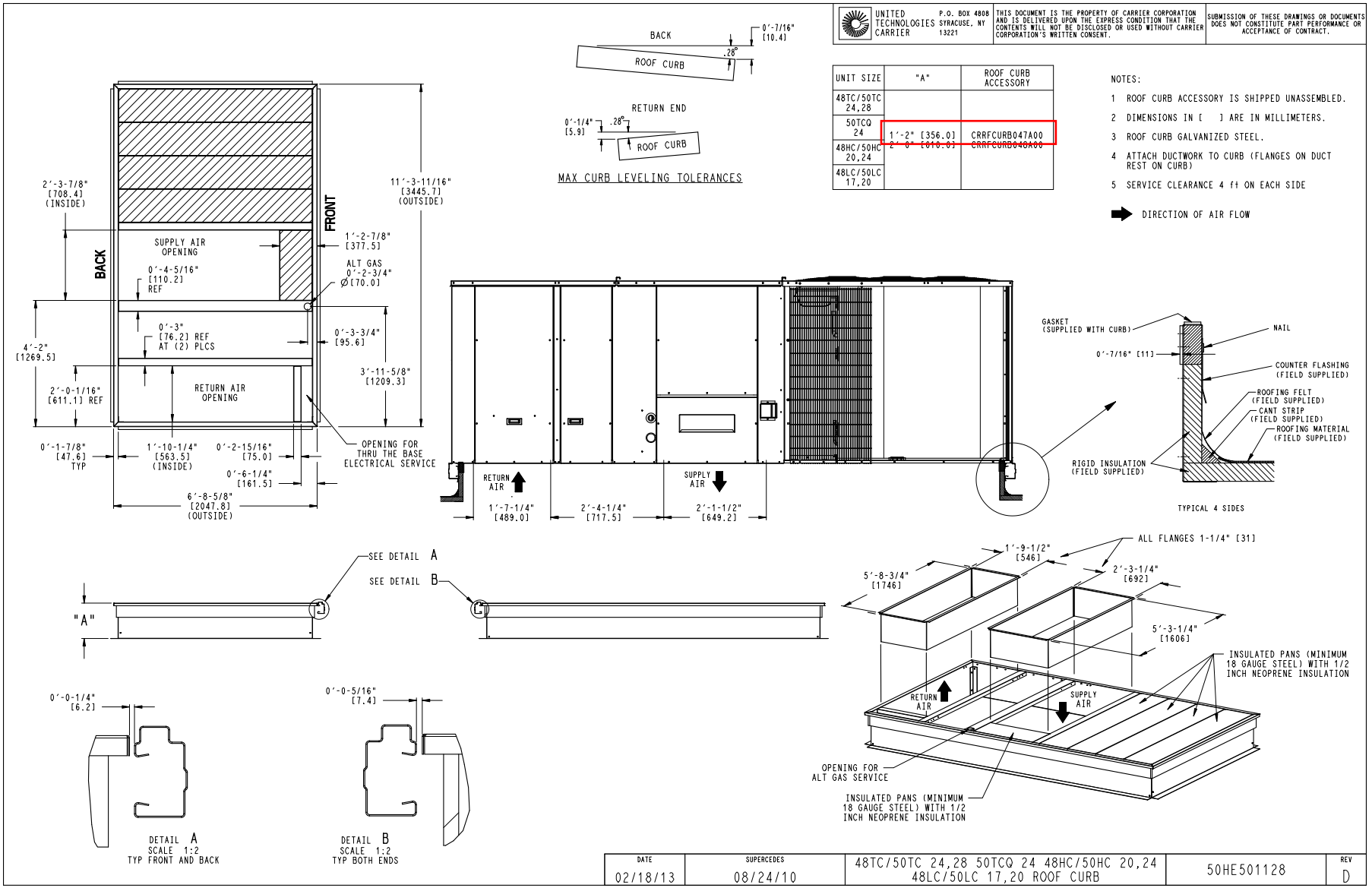


C12392

LOCATION	DIMENSION	CONDITION
A	36---in (914 mm)	• Recommended clearance for air flow and service
B	42---in (1067 mm)	• Recommended clearance for air flow and service
C	18---in (457 mm)	• No Convenience Outlet • No Economizer • No field installed disconnect on economizer hood side (Factory--- installed disconnect installed)
	36---in (914 mm)	• Convenience Outlet installed • Vertical surface behind servicer is electrically non---conductive (e.g.: wood, fiberglass)
	42---in (1067 mm)	• Convenience Outlet installed • Vertical surface behind servicer is electrically conductive (e.g.: metal, masonry)
	96---in (2438 mm)	• Economizer and/or Power Exhaust installed • Check for sources of flue products with 10 feet (3 meters) of economizer fresh air intake
D	42---in (1067 mm)	• Recommended clearance for service

NOTE: Unit not designed to have overhead obstruction. Contact Application Engineering for guidance on any application planning overhead obstruction or vertical clearances.

Chassis 6-9


UNITED TECHNOLOGIES CARRIER
P.O. BOX 4808 SYRACUSE, NY 13221
THIS DOCUMENT IS THE PROPERTY OF CARRIER CORPORATION AND IS DELIVERED UPON THE EXPRESS CONDITION THAT THE CONTENTS WILL NOT BE DISCLOSED OR USED WITHOUT CARRIER CORPORATION'S WRITTEN CONSENT.
SUBMISSION OF THESE DRAWINGS OR DOCUMENTS DOES NOT CONSTITUTE PART PERFORMANCE OR ACCEPTANCE OF CONTRACT.
BACK
ROOF CURB
0'-7/16" [10.4]
.28°
RETURN END
0'-1/4" [5.9]
MAX CURB LEVELING TOLERANCES
UNIT SIZE | "A" | ROOF CURB ACCESSORY
48TC/50TC 24,28
50TCQ 24 | 1'-2" [356.0] | CRRFCURB047A00
48HC/50HC 20,24 | 2'-0" [610.0] | CRRFCURB048A00
48LC/50LC 17,20
NOTES:
1 ROOF CURB ACCESSORY IS SHIPPED UNASSEMBLED.
2 DIMENSIONS IN [ ] ARE IN MILLIMETERS.
3 ROOF CURB GALVANIZED STEEL.
4 ATTACH DUCTWORK TO CURB (FLANGES ON DUCT REST ON CURB)
5 SERVICE CLEARANCE 4 ft ON EACH SIDE
DIRECTION OF AIR FLOW
2'-3-7/8" [708.4] (INSIDE)
11'-3-11/16" [3445.7] (OUTSIDE)
BACK
FRONT
SUPPLY AIR OPENING
0'-4-5/16" [110.2] REF
1'-2-7/8" [377.5]
ALT GAS 0'-2-3/4" Ø[70.0]
0'-3" [76.2] REF AT (2) PLCS
0'-3-3/4" [95.6]
4'-2" [1269.5]
3'-11-5/8" [1209.3]
2'-0-1/16" [611.1] REF
RETURN AIR OPENING
0'-1-7/8" [47.6] TYP
1'-10-1/4" [563.5] (INSIDE)
0'-2-15/16" [75.0]
0'-6-1/4" [161.5]
OPENING FOR THRU THE BASE ELECTRICAL SERVICE
6'-8-5/8" [2047.8] (OUTSIDE)
RETURN AIR
SUPPLY AIR
1'-7-1/4" [489.0]
2'-4-1/4" [717.5]
2'-1-1/2" [649.2]
GASKET (SUPPLIED WITH CURB)
NAIL
0'-7/16" [11]
COUNTER FLASHING (FIELD SUPPLIED)
ROOFING FELT (FIELD SUPPLIED)
CANT STRIP (FIELD SUPPLIED)
ROOFING MATERIAL (FIELD SUPPLIED)
RIGID INSULATION (FIELD SUPPLIED)
TYPICAL 4 SIDES
SEE DETAIL A
SEE DETAIL B
"A"
ALL FLANGES 1-1/4" [31]
1'-9-1/2" [546]
5'-8-3/4" [1746]
2'-3-1/4" [692]
5'-3-1/4" [1606]
INSULATED PANS (MINIMUM 18 GAUGE STEEL) WITH 1/2 INCH NEOPRENE INSULATION
RETURN AIR
SUPPLY AIR
OPENING FOR ALT GAS SERVICE
INSULATED PANS (MINIMUM 18 GAUGE STEEL) WITH 1/2 INCH NEOPRENE INSULATION
0'-0-1/4" [6.2]
DETAIL A
SCALE 1:2
TYP FRONT AND BACK
0'-0-5/16" [7.4]
DETAIL B
SCALE 1:2
TYP BOTH ENDS
DATE 02/18/13
SUPERCEDES 08/24/10
48TC/50TC 24,28 50TCQ 24 48HC/50HC 20,24 48LC/50LC 17,20 ROOF CURB
50HE501128
REV D

Part Number:48TCFE25A7A5-0A0J0

ARI EER:	**10.80**	
IEER (Max Cooling at Normal Cooling Design Mode):	**12.4**	

Base Unit Dimensions

Unit Length:	**141.5**	in
Unit Width:	**86.4**	in
Unit Height:	**57.4**	in

Operating Weight

Base Unit Weight:	**2247**	lb
High Heat:	**113**	lb
Two stage Cooling with Humidi-MiZer:	**120**	lb
High Static Option - Horizontal Models:	**16**	lb
2 Speed Fan Controller (VFD) and Non-Fused Disconnect:	**35**	lb
Accessories		
14-inch Tall Roof Curb:	**255**	lb
Total Operating Weight:	**2786**	lb

Unit

Unit Voltage-Phase-Hertz:	**208-3-60**	
Air Discharge:	**Horizontal**	
Fan Drive Type:	**Belt**	
Actual Airflow:	**8000**	CFM
Site Altitude:	**0**	ft

Cooling Performance

Condenser Entering Air DB:	**95.0**	F
Evaporator Entering Air DB:	**80.0**	F
Evaporator Entering Air WB:	**67.0**	F
Entering Air Enthalpy:	**31.44**	BTU/lb
Evaporator Leaving Air DB:	**58.3**	F
Evaporator Leaving Air WB:	**57.2**	F
Evaporator Leaving Air Enthalpy:	**24.50**	BTU/lb
Gross Cooling Capacity:	**249.60**	MBH
Gross Sensible Capacity:	**187.10**	MBH
Compressor Power Input:	**16.90**	kW
Coil Bypass Factor:	**0.104**	

Heating Performance

Heating Airflow:	**8000**	CFM
Entering Air Temp:	**70.0**	F
Leaving Air Temp:	**107.5**	F
Gas Heating Input Capacity:	**320.0 / 400.0**	MBH
Gas Heating Output Capacity:	**260.0 / 324.0**	MBH
Temperature Rise:	**37.5**	F
Thermal Efficiency (%):	**81.0**	

Supply Fan

External Static Pressure:	**1.50**	in wg
Options / Accessories Static Pressure		
Humidi-MiZer Dehumidification System:	**0.08**	in wg
Total Application Static (ESP + Unit Opts/Acc.):	**1.58**	in wg
Fan RPM:	**1111**	
Fan Power:	**10.06**	BHP

NOTE: **The Selected Indoor Fan Motor requires a Field-Supplied Drive (RPM Range: 941 - 1100).**

Electrical Data

Voltage Range:	**187 / 253**	

Compressor #1 RLA:	**30.1**
Compressor #1 LRA:	**225**
Compressor #2 RLA:	**30.1**
Compressor #2 LRA:	**225**
Indoor Fan Motor Type:	**HIGH**
Indoor Fan Motor FLA:	**28.5**
Combustion Fan Motor FLA (ea):	**0.52**
Power Supply MCA:	**102.2**
Power Supply MOCP (Fuse or HACR):	**125**
Disconnect Size FLA:	**109**
Disconnect Size LRA:	**625**
Electrical Convenience Outlet:	**None**
Outdoor Fan [Qty / FLA (ea)]:	**4 / 1.5**

Electrical Data (Unit produced on or after May 16, 2016)

Compressor #1 RLA:	**28.2**
Compressor #1 LRA:	**239**
Compressor #2 RLA:	**28.2**
Compressor #2 LRA:	**239**
Power Supply MCA:	**98**
Power Supply MOCP (Fuse or HACR):	**125**
Disconnect Size FLA:	**105**
Disconnect Size LRA:	**653**

May 16, 2016 and beyond units can be identified by serial number 2116P15272 and higher

Control Panel SCCR: 5kA RMS at Rated Symmetrical Voltage

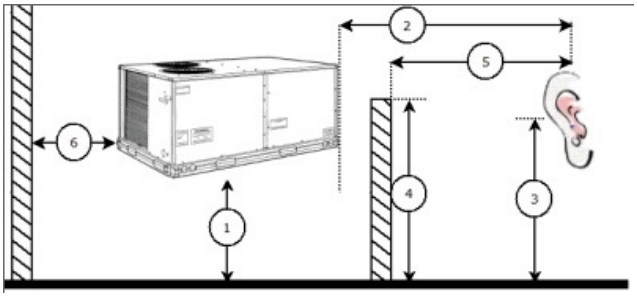
Acoustics

Sound Rating: **87.0** db

Sound Power Levels, db re 10E-12 Watts

	Discharge	Inlet	Outdoor
63 Hz	95.8	95.9	95.6
125 Hz	91.5	80.6	87.5
250 Hz	83.8	74.0	84.2
500 Hz	82.6	65.7	84.2
1000 Hz	77.7	60.9	81.7
2000 Hz	75.9	56.7	77.9
4000 Hz	75.3	49.9	73.2
8000 Hz	67.9	39.1	66.3
A-Weighted	85.1	72.9	86.5

Advanced Acoustics



Advanced Accoustics Parameters

1. Unit height above ground: **30.0** ft

2. Horizontal distance from unit to receiver: **50.0** ft
3. Receiver height above ground: **5.7** ft
4. Height of obstruction: **0.0** ft
5. Horizontal distance from obstruction to receiver: **0.0** ft
6. Horizontal distance from unit to obstruction: **0.0** ft

Detailed Acoustics Information

Octave Band Center Freq. Hz	63	125	250	500	1k	2k	4k	8k	Overall
A	95.6	87.5	84.2	84.2	81.7	77.9	73.2	66.3	96.9 Lw
B	69.4	71.4	75.6	81.0	81.7	79.1	74.2	65.2	86.5 LwA
C	63.2	55.1	51.8	51.8	49.3	45.5	40.8	33.9	64.5 Lp
D	37.0	39.0	43.2	48.6	49.3	46.7	41.8	32.8	54.1 LpA

Legend
A Sound Power Levels at Unit's Acoustic Center, Lw
B A-Weighted Sound Power Levels at Unit's Acoustic Center, LwA
C Sound Pressure Levels at Specific Distance from Unit, Lp
D A-Weighted Sound Pressure Levels at Specific Distance from Unit, LpA

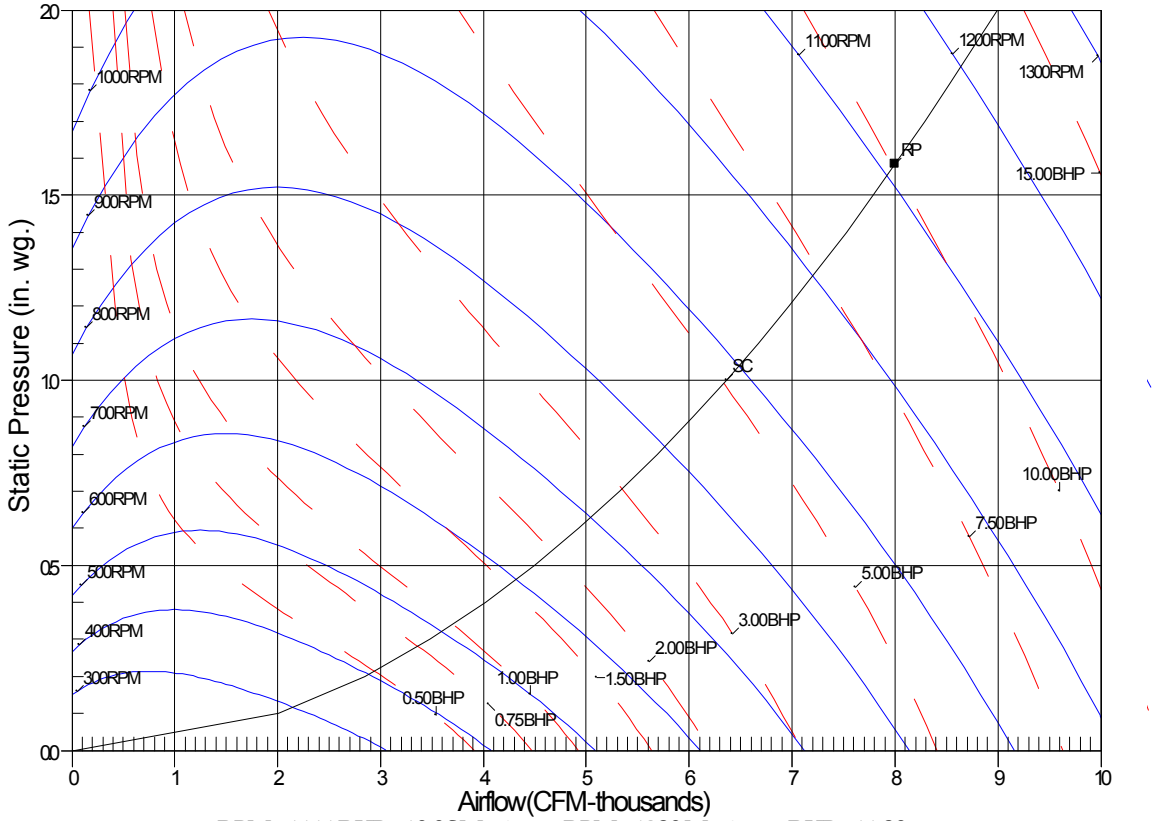
Calculation methods used in this program are patterned after the ASHRAE Guide; other ASHRAE Publications and the AHRI Acoustical Standards. While a very significant effort has been made to insure the technical accuracy of this program, it is assumed that the user is knowledgeable in the art of system sound estimation and is aware of the tolerances involved in real world acoustical estimation. This program makes certain assumptions as to the dominant sound sources and sound paths which may not always be appropriate to the real system being estimated. Because of this, no assurances can be offered that this software will always generate an accurate sound prediction from user supplied input data. If in doubt about the estimation of expected sound levels in a space, an Acoustical Engineer or a person with sound prediction expertise should be consulted.

Performance Summary For RTU-20

Project: Yorkville Beecher
Prepared By:

05/14/2018
11:18AM

Fan Curve



RPM=1111 BHP=10.06 Maximum RPM=1290 Maximum BHP=11.90
SC-System Curve RP-Rated Point

RTU-17.5

Tag Cover Sheet
Unit Report
Certified Drawing
Performance Report

Unit Report For RTU-17.5

Project: Yorkville Beecher
Prepared By:

05/14/2018
11:18AM

Unit Parameters

Unit Model: **48TCEE21A7A5-0A0J0**
Unit Size: **21 (17.5 Tons)**
Volts-Phase-Hertz: **208-3-60**
Heating Type: **Gas**
Duct Cfg: **Horizontal Supply / Horizontal Return**
Medium Heat
Two stage Cooling with Humidi-MiZer

Dimensions (ft. in.) & Weight (lb.) ***

Unit Length: **11' 9.5"**
Unit Width: **7' 2.375"**
Unit Height: **4' 1.375"**
*** Total Operating Weight: **2614** lb

*** Weights and Dimensions are approximate. Weight does not include unit packaging. Approximate dimensions are provided primarily for shipping purposes. For exact dimensions and weights, refer to appropriate product data catalog.

Unit Configuration

High Static Option - Horizontal Models
Al/Cu - Al/Cu
Base Electromechanical Controls
Non-Fused Disconnect
Standard Packaging
2-Speed indoor fan motor controlled by VFD
Humidi-MiZer™ Adaptive Dehumidification System

Warranty Information

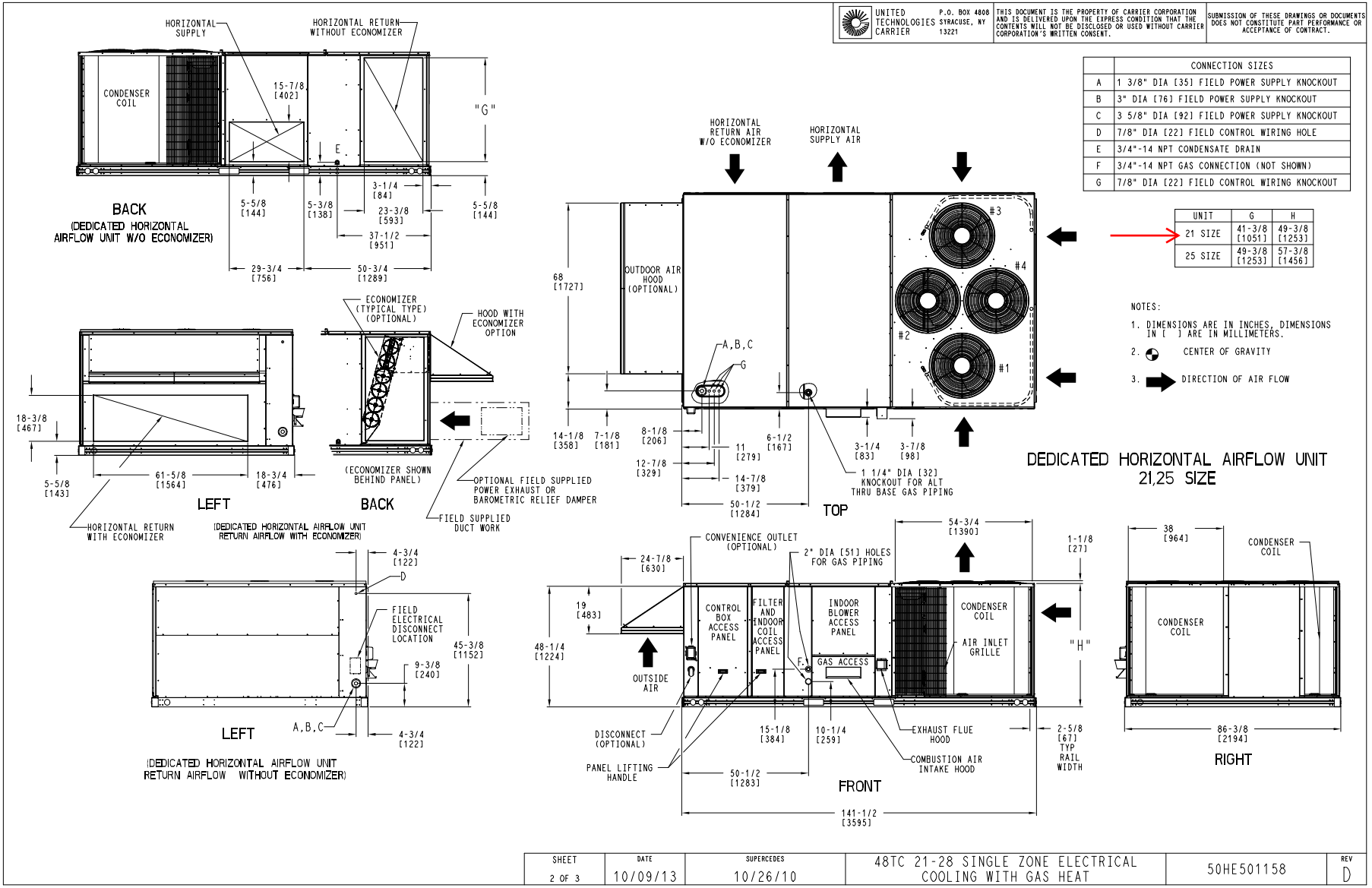
1-Year parts(std.)
5-Year compressor parts(std.)
10-Year heat exchanger - Aluminized(std.)

No optional warranties were selected.

NOTE: Please see Warranty Catalog 500-089 for explanation of policies and ordering methods.

Ordering Information

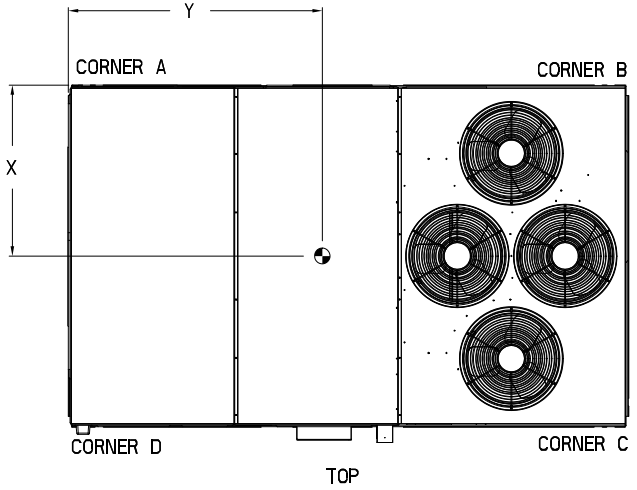
Part Number	Description	Quantity
48TCEE21A7A5-0A0J0	Rooftop Unit	1
	Base Unit	
	High Static Option - Horizontal Models	
	None	
	2 Speed Fan Controller (VFD) and Non-Fused Disconnect	
Accessories		
CRRFCURB047A00	14-inch Tall Roof Curb	1


UNITED TECHNOLOGIES CARRIER
P.O. BOX 4808 SYRACUSE, NY 13221
THIS DOCUMENT IS THE PROPERTY OF CARRIER CORPORATION AND IS DELIVERED UPON THE EXPRESS CONDITION THAT THE CONTENTS WILL NOT BE DISCLOSED OR USED WITHOUT CARRIER CORPORATION'S WRITTEN CONSENT.
SUBMISSION OF THESE DRAWINGS OR DOCUMENTS DOES NOT CONSTITUTE PART PERFORMANCE OR ACCEPTANCE OF CONTRACT.
HORIZONTAL SUPPLY
HORIZONTAL RETURN WITHOUT ECONOMIZER
CONDENSER COIL
15-7/8 [402]
"G"
E
3-1/4 [84]
5-5/8 [144]
5-3/8 [138]
23-3/8 [593]
37-1/2 [951]
5-5/8 [144]
29-3/4 [756]
50-3/4 [1289]
BACK
(DEDICATED HORIZONTAL AIRFLOW UNIT W/O ECONOMIZER)
ECONOMIZER (TYPICAL TYPE) (OPTIONAL)
HOOD WITH ECONOMIZER OPTION
18-3/8 [467]
5-5/8 [143]
61-5/8 [1564]
18-3/4 [476]
LEFT
(ECONOMIZER SHOWN BEHIND PANEL)
BACK
OPTIONAL FIELD SUPPLIED POWER EXHAUST OR BAROMETRIC RELIEF DAMPER
FIELD SUPPLIED DUCT WORK
HORIZONTAL RETURN WITH ECONOMIZER
(DEDICATED HORIZONTAL AIRFLOW UNIT RETURN AIRFLOW WITH ECONOMIZER)
4-3/4 [122]
D
FIELD ELECTRICAL DISCONNECT LOCATION
45-3/8 [1152]
9-3/8 [240]
A,B,C
4-3/4 [122]
LEFT
(DEDICATED HORIZONTAL AIRFLOW UNIT RETURN AIRFLOW WITHOUT ECONOMIZER)
HORIZONTAL RETURN AIR W/O ECONOMIZER
HORIZONTAL SUPPLY AIR
68 [1727]
OUTDOOR AIR HOOD (OPTIONAL)
A,B,C
G
#3
#4
#2
#1
14-1/8 [358]
7-1/8 [181]
8-1/8 [206]
11 [279]
6-1/2 [167]
12-7/8 [329]
14-7/8 [379]
50-1/2 [1284]
3-1/4 [83]
3-7/8 [98]
1 1/4" DIA [32] KNOCKOUT FOR ALT THRU BASE GAS PIPING
TOP
DEDICATED HORIZONTAL AIRFLOW UNIT
21,25 SIZE
CONVENIENCE OUTLET (OPTIONAL)
2" DIA [51] HOLES FOR GAS PIPING
54-3/4 [1390]
1-1/8 [27]
24-7/8 [630]
19 [483]
48-1/4 [1224]
CONTROL BOX ACCESS PANEL
FILTER AND INDOOR COIL ACCESS PANEL
INDOOR BLOWER ACCESS PANEL
CONDENSER COIL
AIR INLET GRILLE
"H"
F.
GAS ACCESS
OUTSIDE AIR
DISCONNECT (OPTIONAL)
PANEL LIFTING HANDLE
15-1/8 [384]
10-1/4 [259]
50-1/2 [1283]
EXHAUST FLUE HOOD
COMBUSTION AIR INTAKE HOOD
2-5/8 [67] TYP RAIL WIDTH
141-1/2 [3595]
FRONT
38 [964]
CONDENSER COIL
CONDENSER COIL
86-3/8 [2194]
RIGHT
CONNECTION SIZES
A 1 3/8" DIA [35] FIELD POWER SUPPLY KNOCKOUT
B 3" DIA [76] FIELD POWER SUPPLY KNOCKOUT
C 3 5/8" DIA [92] FIELD POWER SUPPLY KNOCKOUT
D 7/8" DIA [22] FIELD CONTROL WIRING HOLE
E 3/4"-14 NPT CONDENSATE DRAIN
F 3/4"-14 NPT GAS CONNECTION (NOT SHOWN)
G 7/8" DIA [22] FIELD CONTROL WIRING KNOCKOUT
UNIT | G | H
21 SIZE | 41-3/8 [1051] | 49-3/8 [1253]
25 SIZE | 49-3/8 [1253] | 57-3/8 [1456]
NOTES:
1. DIMENSIONS ARE IN INCHES, DIMENSIONS IN [ ] ARE IN MILLIMETERS.
2. CENTER OF GRAVITY
3. DIRECTION OF AIR FLOW
SHEET 2 OF 3
DATE 10/09/13
SUPERCEDES 10/26/10
48TC 21-28 SINGLE ZONE ELECTRICAL COOLING WITH GAS HEAT
50HE501158
REV D

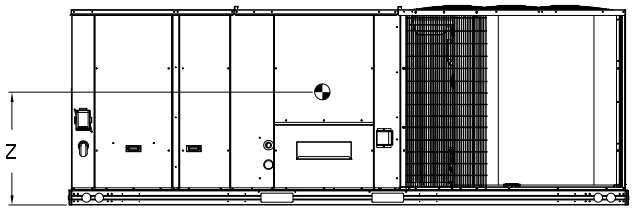
UNIT	OUTDOOR COIL TYPE	STD UNIT WEIGHT *		CORNER WEIGHT (A)		CORNER WEIGHT (B)		CORNER WEIGHT (C)		CORNER WEIGHT (D)		C.G.		
		LBS.	KG.	LBS.	KG.	LBS.	KG.	LBS.	KG.	LBS.	KG.	X	Y	Z
48TC24	MCHX	1989	904	383	174	540	245	623	283	442	201	46 1/8 [1172]	82 7/8 [2105]	16 1/2 [419]
48TC28	MCHX	2118	963	408	186	575	261	664	302	471	214	46 1/8 [1172]	82 7/8 [2105]	19 [483]
48TC21	RTPF	2102	956	474	215	390	177	593	269	582	265	47 1/2 [1207]	71 1/4 [1810]	16 1/2 [419]
48TC24	RTPF	2072	942	558	254	548	249	479	217	487	221	40 5/32 [1020]	70 [1778]	16 1/2 [419]
48TC25	RTPF	2247	1021	540	246	556	253	598	272	581	264	44 5/8 [1133]	71 5/8 [1819]	19 [483]
48TC28	RTPF	2197	999	571	259	564	256	528	240	534	243	41 21/32 [1058]	70 1/4 [1784]	19 [483]

RTPF - ROUND TUBE, PLATE FIN (COPPER/ALUM)
MCHX - NOVATION (ALUM/ALUM)

* STANDARD UNIT WEIGHT IS WITH LOW GAS HEAT AND WITHOUT PACKAGING.
FOR OTHER OPTIONS AND ACCESSORIES, REFER TO THE PRODUCT DATA CATALOG.



TOP



FRONT

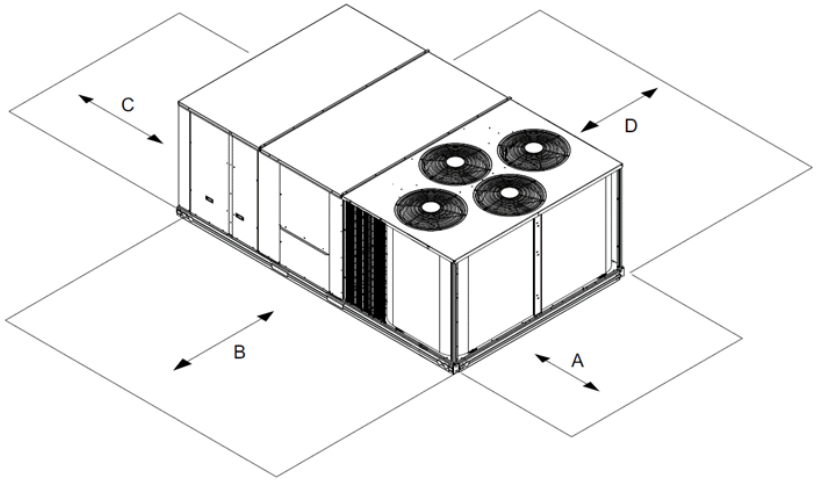
UNITED TECHNOLOGIES CARRIER P.O. BOX 4808 SYRACUSE, NY 13221

THIS DOCUMENT IS THE PROPERTY OF CARRIER CORPORATION AND IS DELIVERED UPON THE EXPRESS CONDITION THAT THE CONTENTS WILL NOT BE DISCLOSED OR USED WITHOUT CARRIER CORPORATION'S WRITTEN CONSENT.

SUBMISSION OF THESE DRAWINGS OR DOCUMENTS DOES NOT CONSTITUTE PART PERFORMANCE OR ACCEPTANCE OF CONTRACT.

SHEET	DATE	SUPERCEDES			REV
3 OF 3	10/09/13	10/26/10	48TC 21-28 SINGLE ZONE ELECTRICAL COOLING WITH GAS HEAT	50HE501158	D

Service Clearance

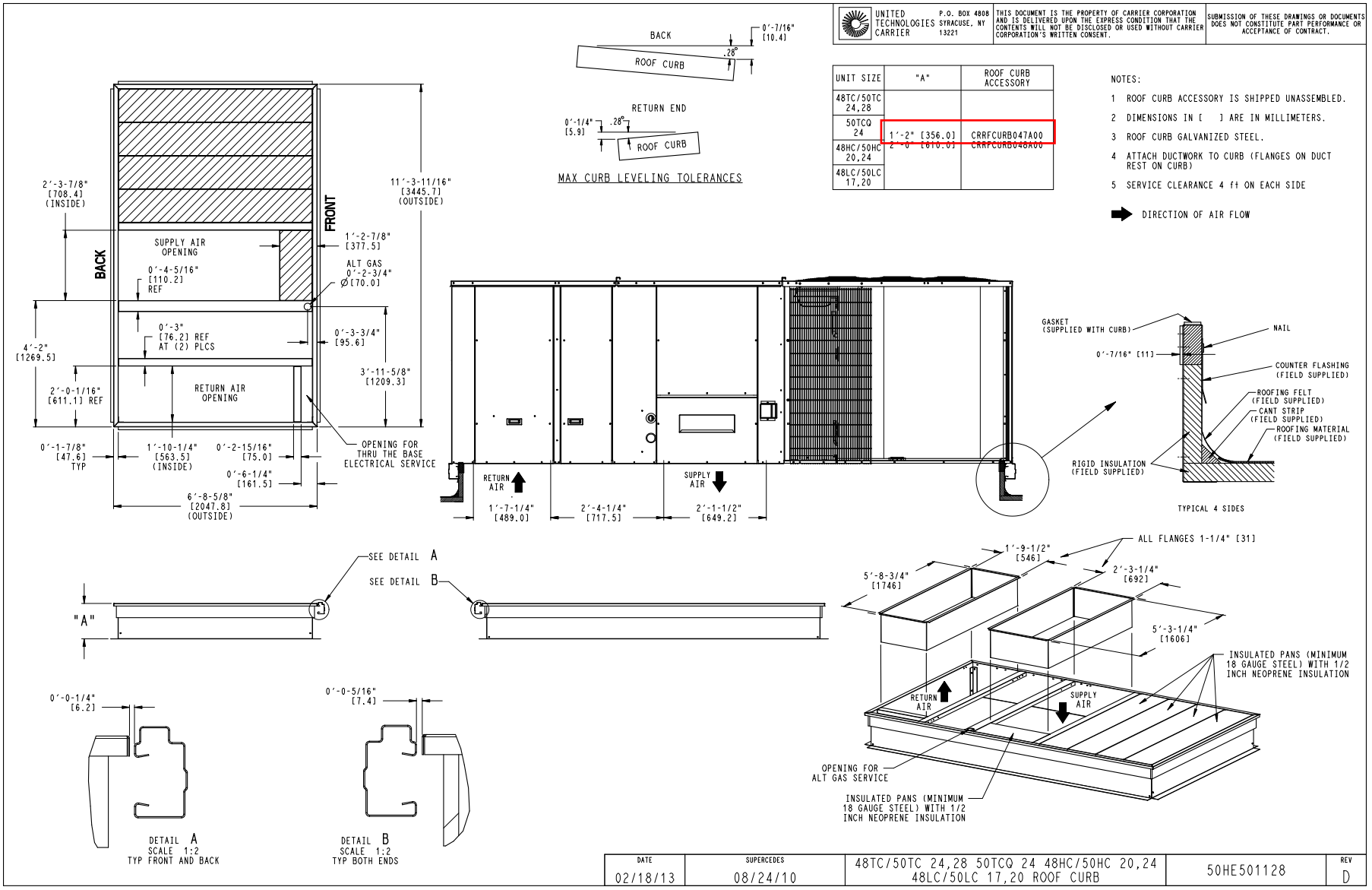


C12392

LOCATION	DIMENSION	CONDITION
A	36---in (914 mm)	• Recommended clearance for air flow and service
B	42---in (1067 mm)	• Recommended clearance for air flow and service
C	18---in (457 mm)	• No Convenience Outlet • No Economizer • No field installed disconnect on economizer hood side (Factory--- installed disconnect installed)
	36---in (914 mm)	• Convenience Outlet installed • Vertical surface behind servicer is electrically non---conductive (e.g.: wood, fiberglass)
	42---in (1067 mm)	• Convenience Outlet installed • Vertical surface behind servicer is electrically conductive (e.g.: metal, masonry)
	96---in (2438 mm)	• Economizer and/or Power Exhaust installed • Check for sources of flue products with 10 feet (3 meters) of economizer fresh air intake
D	42---in (1067 mm)	• Recommended clearance for service

NOTE: Unit not designed to have overhead obstruction. Contact Application Engineering for guidance on any application planning overhead obstruction or vertical clearances.

Chassis 6-9


UNITED TECHNOLOGIES CARRIER
P.O. BOX 4808 SYRACUSE, NY 13221
THIS DOCUMENT IS THE PROPERTY OF CARRIER CORPORATION AND IS DELIVERED UPON THE EXPRESS CONDITION THAT THE CONTENTS WILL NOT BE DISCLOSED OR USED WITHOUT CARRIER CORPORATION'S WRITTEN CONSENT.
SUBMISSION OF THESE DRAWINGS OR DOCUMENTS DOES NOT CONSTITUTE PART PERFORMANCE OR ACCEPTANCE OF CONTRACT.
BACK
ROOF CURB
0'-7/16" [10.4]
.28°
RETURN END
0'-1/4" [5.9]
MAX CURB LEVELING TOLERANCES
UNIT SIZE | "A" | ROOF CURB ACCESSORY
48TC/50TC 24,28 | | |
50TCQ 24 | 1'-2" [356.0] | CRRFCURB047A00
48HC/50HC 20,24 | 2'-0" [610.0] | CRRFCURB048A00
48LC/50LC 17,20 | | |
NOTES:
1 ROOF CURB ACCESSORY IS SHIPPED UNASSEMBLED.
2 DIMENSIONS IN [ ] ARE IN MILLIMETERS.
3 ROOF CURB GALVANIZED STEEL.
4 ATTACH DUCTWORK TO CURB (FLANGES ON DUCT REST ON CURB)
5 SERVICE CLEARANCE 4 ft ON EACH SIDE
DIRECTION OF AIR FLOW
2'-3-7/8" [708.4] (INSIDE)
11'-3-11/16" [3445.7] (OUTSIDE)
BACK
FRONT
SUPPLY AIR OPENING
1'-2-7/8" [377.5]
ALT GAS Ø 0'-2-3/4" [70.0]
0'-4-5/16" [110.2] REF
0'-3" [76.2] REF AT (2) PLCS
0'-3-3/4" [95.6]
4'-2" [1269.5]
3'-11-5/8" [1209.3]
2'-0-1/16" [611.1] REF
RETURN AIR OPENING
0'-1-7/8" [47.6] TYP
1'-10-1/4" [563.5] (INSIDE)
0'-2-15/16" [75.0]
0'-6-1/4" [161.5]
6'-8-5/8" [2047.8] (OUTSIDE)
OPENING FOR THRU THE BASE ELECTRICAL SERVICE
RETURN AIR
SUPPLY AIR
1'-7-1/4" [489.0]
2'-4-1/4" [717.5]
2'-1-1/2" [649.2]
GASKET (SUPPLIED WITH CURB)
NAIL
0'-7/16" [11]
COUNTER FLASHING (FIELD SUPPLIED)
ROOFING FELT (FIELD SUPPLIED)
CANT STRIP (FIELD SUPPLIED)
ROOFING MATERIAL (FIELD SUPPLIED)
RIGID INSULATION (FIELD SUPPLIED)
TYPICAL 4 SIDES
SEE DETAIL A
SEE DETAIL B
"A"
0'-0-1/4" [6.2]
0'-0-5/16" [7.4]
DETAIL A
SCALE 1:2
TYP FRONT AND BACK
DETAIL B
SCALE 1:2
TYP BOTH ENDS
ALL FLANGES 1-1/4" [31]
1'-9-1/2" [546]
5'-8-3/4" [1746]
2'-3-1/4" [692]
5'-3-1/4" [1606]
INSULATED PANS (MINIMUM 18 GAUGE STEEL) WITH 1/2 INCH NEOPRENE INSULATION
RETURN AIR
SUPPLY AIR
OPENING FOR ALT GAS SERVICE
INSULATED PANS (MINIMUM 18 GAUGE STEEL) WITH 1/2 INCH NEOPRENE INSULATION
DATE 02/18/13
SUPERCEDES 08/24/10
48TC/50TC 24,28 50TCQ 24 48HC/50HC 20,24 48LC/50LC 17,20 ROOF CURB
50HE501128
REV D

Part Number:48TCEE21A7A5-0A0J0

ARI EER:	**10.80**	
IEER (Max Cooling at Normal Cooling Design Mode):	**12.7**	

Base Unit Dimensions

Unit Length:	**141.5**	in
Unit Width:	**86.4**	in
Unit Height:	**49.4**	in

Operating Weight

Base Unit Weight:	**2102**	lb
Medium Heat:	**90**	lb
Two stage Cooling with Humidi-MiZer:	**120**	lb
High Static Option - Horizontal Models:	**12**	lb
2 Speed Fan Controller (VFD) and Non-Fused Disconnect:	**35**	lb
Accessories		
14-inch Tall Roof Curb:	**255**	lb
Total Operating Weight:	**2614**	lb

Unit

Unit Voltage-Phase-Hertz:	**208-3-60**	
Air Discharge:	**Horizontal**	
Fan Drive Type:	**Belt**	
Actual Airflow:	**7350**	CFM
Site Altitude:	**0**	ft

Cooling Performance

Condenser Entering Air DB:	**95.0**	F
Evaporator Entering Air DB:	**80.0**	F
Evaporator Entering Air WB:	**67.0**	F
Entering Air Enthalpy:	**31.44**	BTU/lb
Evaporator Leaving Air DB:	**58.8**	F
Evaporator Leaving Air WB:	**57.9**	F
Evaporator Leaving Air Enthalpy:	**24.97**	BTU/lb
Gross Cooling Capacity:	**214.08**	MBH
Gross Sensible Capacity:	**168.46**	MBH
Compressor Power Input:	**14.34**	kW
Coil Bypass Factor:	**0.091**	

Heating Performance

Heating Airflow:	**7350**	CFM
Entering Air Temp:	**70.0**	F
Leaving Air Temp:	**101.6**	F
Gas Heating Input Capacity:	**248.0 / 310.0**	MBH
Gas Heating Output Capacity:	**200.0 / 251.0**	MBH
Temperature Rise:	**31.6**	F
Thermal Efficiency (%):	**81.0**	

Supply Fan

External Static Pressure:	**0.85**	in wg
Options / Accessories Static Pressure		
Humidi-MiZer Dehumidification System:	**0.09**	in wg
Total Application Static (ESP + Unit Opts/Acc.):	**0.94**	in wg
Fan RPM:	**943**	
Fan Power:	**6.33**	BHP
NOTE:	**Selected IFM RPM Range: 835 - 1021**	

Electrical Data

Voltage Range:	**187 / 253**	

Compressor #1 RLA:	**27.6**
Compressor #1 LRA:	**191**
Compressor #2 RLA:	**25**
Compressor #2 LRA:	**164**
Indoor Fan Motor Type:	**HIGH**
Indoor Fan Motor FLA:	**17.1**
Combustion Fan Motor FLA (ea):	**0.52**
Power Supply MCA:	**82.6**
Power Supply MOCP (Fuse or HACR):	**100**
Disconnect Size FLA:	**87**
Disconnect Size LRA:	**451**
Electrical Convenience Outlet:	**None**
Outdoor Fan [Qty / FLA (ea)]:	**4 / 1.5**

Control Panel SCCR: 5kA RMS at Rated Symmetrical Voltage

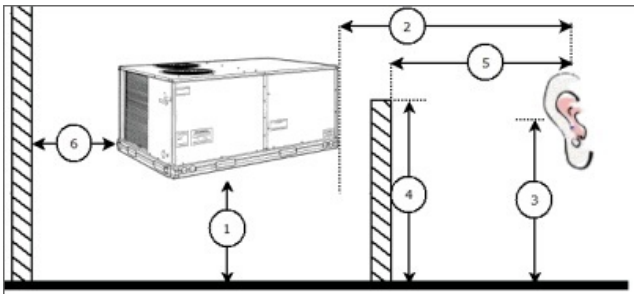
Acoustics

Sound Rating: **84.0** db

Sound Power Levels, db re 10E-12 Watts

	Discharge	Inlet	Outdoor
63 Hz	92.4	92.1	92.2
125 Hz	86.2	75.7	83.9
250 Hz	78.8	70.2	80.4
500 Hz	78.3	62.9	81.8
1000 Hz	72.6	57.3	78.7
2000 Hz	71.0	52.8	76.5
4000 Hz	70.9	46.6	72.2
8000 Hz	62.2	34.9	65.4
A-Weighted	80.4	69.0	84.1

Advanced Acoustics



Advanced Accoustics Parameters

1. Unit height above ground:	**30.0**	ft
2. Horizontal distance from unit to receiver:	**50.0**	ft
3. Receiver height above ground:	**5.7**	ft
4. Height of obstruction:	**0.0**	ft
5. Horizontal distance from obstruction to receiver:	**0.0**	ft
6. Horizontal distance from unit to obstruction:	**0.0**	ft

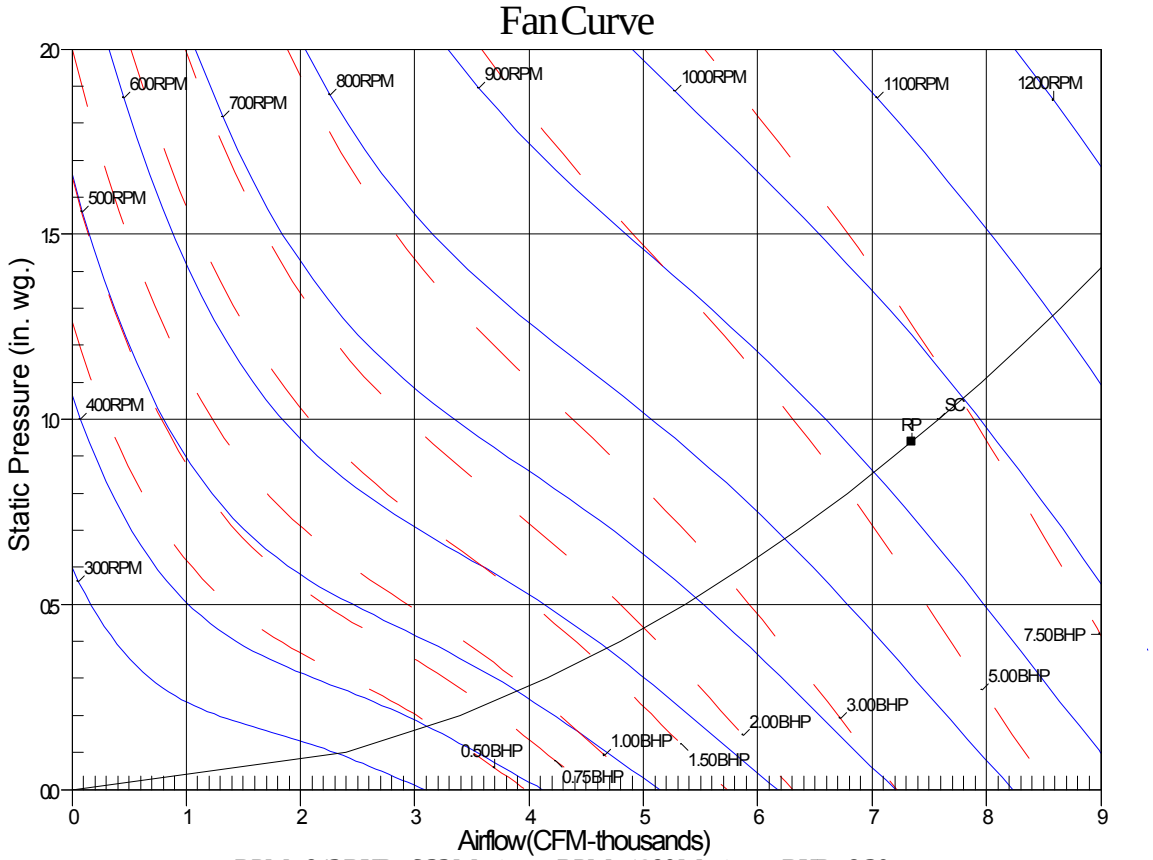
Detailed Acoustics Information

Octave Band Center Freq. Hz	63	125	250	500	1k	2k	4k	8k	Overall

A	92.2	83.9	80.4	81.8	78.7	76.5	72.2	65.4	93.6 Lw
B	66.0	67.8	71.8	78.6	78.7	77.7	73.2	64.3	84.1 LwA
C	59.8	51.5	48.0	49.4	46.3	44.1	39.8	33.0	61.2 Lp
D	33.6	35.4	39.4	46.2	46.3	45.3	40.8	31.9	51.7 LpA

Legend
A Sound Power Levels at Unit's Acoustic Center, Lw
B A-Weighted Sound Power Levels at Unit's Acoustic Center, LwA
C Sound Pressure Levels at Specific Distance from Unit, Lp
D A-Weighted Sound Pressure Levels at Specific Distance from Unit, LpA

Calculation methods used in this program are patterned after the ASHRAE Guide; other ASHRAE Publications and the AHRI Acoustical Standards. While a very significant effort has been made to insure the technical accuracy of this program, it is assumed that the user is knowledgeable in the art of system sound estimation and is aware of the tolerances involved in real world acoustical estimation. This program makes certain assumptions as to the dominant sound sources and sound paths which may not always be appropriate to the real system being estimated. Because of this, no assurances can be offered that this software will always generate an accurate sound prediction from user supplied input data. If in doubt about the estimation of expected sound levels in a space, an Acoustical Engineer or a person with sound prediction expertise should be consulted.



RPM=943 BHP=6.33 Maximum RPM=1290 Maximum BHP=8.30
SC-System Curve RP-Rated Point

R.J. O'Neil
MECHANICAL CONTRACTORS

5/24/18

United City of Yorkville
HVAC System Replacement at the Beecher Center
Attn: Steve Raasch, Facilities Manager
800 Game Farm Road
Yorkville, IL 60560

To whom it may concern,

After reviewing the base bid options and total bid package I have found it necessary to reach out to you as soon as possible regarding some pricing issues. I understand RJ O'Neil had a base bid that was significantly lower than the competitor. I would like to spell out a few things on our scope of work to explain some pricing differences.

The first item is the biggest. Addendum #1 states that the ductwork is to be stainless steel with internal liner for exterior and attic space, and THE EXTERIOR ductwork is to be wrapped for a water tight seal. In my scope of work and estimate I only included to wrap the exterior portion of the ductwork before it enters the attic space with a weatherproof aluminum. I believe the competitor had figured an energy code of 3" insulation and venture clad aluminum jacketing for the entire ductwork trunk line. The pricing difference of this material and work is a total of $40,000.00. If you are willing to accept a change in price for this insulation cost it would not only be appreciated, it would still be at a lower cost than the competitor price.

The second item is the RTU manufacture. RJO included to use Carrier for the Rooftop units. These units come with multiple options and I have included them in our scope of work according to the specifications stated on the bid form. If the city would like an alternate price to use TRANE for a unit model RJ O'Neil can provide that to match your specific needs.

The third item is the cost difference to install (1) weather hood for the existing condenser discharge openings. I will admit I missed to include (2) of them which I am not adding any cost for. I simply wanted to point that out since there was only one listed on the bid form.

The fourth item for explanation is very simple. I have included the controls portion of the bid to be programmable stand- alone thermostats with wiring to the units. I did not include any internet wiring to a building automation system or specialty wiring to tie into a different monitoring center.

Fifth and last comment for bid review was the labor for demolition. I have a separate sub-contractor performing this work and I believe the labor hours are drastically lower on our bid due to this.

I hope this project and bid package can be discussed further so RJ O'Neil can perform this work for you in a timely and cost effective manner. We work very hard to develop customer relationships and stand behind our craftsmanship and work ethics. I feel if these items cannot be discussed and allowance is not granted for the price increases mentioned then I do not feel comfortable accepting

R.J. O'Neil
MECHANICAL CONTRACTORS

the contract amount presented. I apologize for the mistakes made on this bid package but I am very confident that RJO can perform this work to the highest standards to ensure your satisfaction. I am always available to discuss any other concerns you may have along with offering any other HVAC & Plumbing needs. Please contact me directly after this letter has been reviewed and I hope we can work together on this. Thank you for the opportunity and I look forward to hearing form you.

Sincerely,

David Grey
Construction Manager
RJ O'Neil Mechanical Contractors

Phone: 630-906-1300 • 1125 S. Lake St. Montgomery, IL 60538 • Fax: 630-906-1369

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

CONTRACT

THIS CONTRACT made this _____ day of _____, 2018, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the "*Owner*" and _____ located at _____ hereinafter called the "*Contractor*".

WITNESSETH:

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

WHEREAS, the Owner has found that the Contractor is the lowest responsible person submitting the proposal for said work and has awarded the Contractor this contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the removal of existing HVAC system and install a new HVAC system at the Beecher Center in accordance with the conditions and prices stated in the Request for Proposal, Instructions to Persons submitting proposals – General Conditions, Special Conditions, Insurance Requirements, Specifications and Plans, Proposal, and Detail Exception Sheet all of which are made a part hereof and herein called the "*Contract Documents*".
2. The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE

By: _____

CONTRACTOR: Trico Mechanical, Inc.

By: _____
Signature

Ronald Rudolick President
Print Name and Title

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

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2018-71

Agenda Item Summary Memo

Title: Old Jail Demolition and Site Restoration RFP results

Meeting and Date: City Council – July 24, 2018

Synopsis: RFP results and recommendation for the Old Jail Demolition and Site Restoration

Council Action Previously Taken:

Date of Action: PW 07/17/18 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2018-71

Type of Vote Required: Supermajority (6 out of 9)

Council Action Requested: Approval of Budget Amendment and Contract Authorization to D Construction Inc. in an amount not to exceed $78,000.00

Submitted by: Steve Raasch (Name) Public Works (Department)

Agenda Item Notes:

The Public Works Committee discussed the bid opening on 7/17/18.

Memorandum

To: City Council
From: Steve Raasch, Facilities Manager
CC: Bart Olson, City Administrator, Erin Willrett, Assistant City Administrator, Eric Dhuse, Director of Public Works, Public Works Committee
Date: July 24, 2018
Subject: Old Jail Demolition and Site Restoration

Summary

Bid Summary of the Public Bid Opening for the Old Jail Demolition and Site Restoration, including budget amendment.

Background

Earlier this year the City Council requested staff to obtain bids to demolish the Old Jail at 111 W. Madison Street. The request resulted from an inspection of the property by Building Code Official Pete Ratos and Director of Public Works Eric Dhuse on April 20, 2018. During that inspection they noted that immediate action is needed by the City to protect the residents in the area of the building. The roof had completely failed at the connection point of the old and new sections of the building. This was allowing water in between the structures and making it almost impossible to move from one section of the building to the other safely, in limited areas. This issue was also causing the new building to drop slightly and it appeared that the old section was being pulled downward with it. The front room in the old section was showing a separation between the floor and wall that was not there last year. The "new" section of the building was full of mold. During their inspection Dhuse and Ratos wore full biological safety suits and respirators and could still feel the adverse effects of the environment. The mold was now spreading into the old building thru the brick and mortar of common walls. They recommended that the building have all windows and doors boarded up immediately. The also recommended that the building be demolished based on their findings.

Staff contracted Tri-County Board Up and Glass to complete the board up of all windows and doors on the building, and this was completed on May 20, 2018.

The mandatory pre-bid meeting was conducted on 6/28/18. Ten contractors attended that meeting. At that time, we were notified that the IEPA regulations had changed, and we were required to complete an environmental study and provide written report(s) of the building before it could be demolished. These reports were also needed for the contractor's to provide total costs for the demolition. Staff contracted Midwest Environmental Consulting Services, Inc. to complete these items. Based on this added step, staff administratively extended the bid due date from July 12, 2018 to July 17, 2018, to allow contractor's to provide competitive bids.

During the bid process staff contacted eight salvage companies, in an attempt to salvage any material during the demolition process, and to attempt to offset the cost of this work. Staff received only one response. This company was only interested in interior items, which there very few.

The public bid opening took place on July 17, 2018. Four contractors attended the bid opening, as well as the Assistant City Administrator Erin Willrett and Facilities Manager Steve Raasch. The low bidding company was "D" Construction at $78,000.00. There were a total of 6 bid submitted and the bids

ranged the other bid amounts were: $99,500, $118,000, $123,700, $141,000, and $145,650. The original staff cost estimate for work was $40,000 to $80,000.

The Public Works Committee discussed the bid opening summary for this project on July 17, 2018. At that time, it was noted that the bids had not been fully vetted as of the meeting.

Staff completed the contractor bid vetting on July 18, 2018. All bids included the full scope of work, and none contained exclusions form the original RFP. As part of the vetting process, staff also contacted Brock Industrial Services and Midwest Environmental Consulting Services, to obtain environmental quotes for the abatement needed for this project. This was to determine what portion of the total demolition bids were for the environmental work. The environmental costs are 35% of the total demolition and site restoration costs.

On July 17, 2018 at the Public Works Meeting, resident Lisa Wolancevich mentioned at that she had documents showing that there were fuel tanks on this site in the early 1900's. She stated that unless the City has documentation showing that these were removed from the site in the past, per EPA guidelines, that we could not demolish the building until the EPA completed a Level 2 Study. Staff contacted Midwest Environmental Consulting Services Inc. to see if they had any related records. Midwest provided a PHASE I Study report that they provided for Kendall County on October 3, 2008. In that report, it states:

7.2 Hazardous Substance Use/Storage

MEC observed no use or storage of hazardous substances on the subject property. MEC observed no use or storage of hazardous substances on the adjoining properties.

7.3 Storage Tanks

MEC observed no evidence of storage tanks (aboveground or underground) on the subject property. No indicators of underground storage tanks such as fill or vent pipes; manholes or pumping equipment was observed. No underground storage tanks are registered with the Office of the State Fire Marshal. MEC observed no evidence of storage tanks (aboveground or underground) on the adjoining properties. No indicators of underground storage tanks such as fill or vent pipes; manholes or pumping equipment was observed on the adjoining properties.

7.4 Other Petroleum Products

MEC observed no use, storage, or disposal of other petroleum products on the subject property.

The report also notes that this site is not listed on the Summary of Illinois State Agency Database Findings.

This project cost was not included in the 2019 FY Budget, as the priority of the building demolition increased based on the April 20, 2018 staff inspection. Based on this being unbudgeted, the staff prepared a budget amendment for the City Council to review.

Recommendations

Recommendation # 1
Staff recommends the review and approval of the budget amendment for $78,000. The old jail is located within the newly created Downtown TIF II; thus this Fund has been amended to include this expenditure under the Project Costs line item (please see Schedule A of the attached budget amendment orinance).

Recommendation # 2
Staff recommends the contract authorization of the "D" Construction Bid in an amount not to exceed $78,000.00 for the immediate demolition, environmental remediation, and site restoration, based on the poor condition of the building at the present time. "D" Construction Inc., 1488 S. Broadway Coal City, IL 60418. This bid proposal is guaranteed until 10/15/2018.

Attachments
Ord. – Amended Budget No. 6 – FY 2019
Downtown TIF II – Schedule A.
Legal Notice – Beacon News
RFP Building Demolition and Site Restoration 111 W. Madison Street
Jail Demolition Pre-Bid Sign-in
RFP Building Demolition and Site Restoration 111 W. Madison Street Addendum 1
Old Jail – Comprehensive Asbestos Survey 111 W. Madison Street
Old Jail – Lead-Based Paint Inspection 111 W. Madison Street
Jail Demo Bid Opening Sign-In and Recap
D Construction Bid
Allesio and Sons Company Bid
A1 Fowler Inc. Bid
Lite Construction Inc. Bid
J&S Construction and Sewer Inc. Bid
Alpine Demolition Services LLC. Bid
Brock Industrial Services – Abatement, Project Management, and Air Quality Testing Bid
Midwest Environmental Consulting Services – Abatement, Project Management, and Air Quality Testing Bid
Midwest Phase 1 Environmental Site Assessment
Salvage Company Contact Log
Contract

Ordinance No. 2018-____

AN ORDINANCE AUTHORIZING THE SIXTH AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2018 AND ENDING ON APRIL 30, 2019

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

WHEREAS, pursuant to 65 ILCS 5/8-2-9.4, the City adopted Ordinance No. 2018-26 on April 10, 2018 adopting an annual budget for the fiscal year commencing on May 1, 2018 and ending on April 30, 2019; and,

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

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

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

Section 1: That the amounts shown in Schedule A, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances in the Downtown TIF II fund with respect to the United City of Yorkville's 2018-2019 Budget are hereby approved.

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

Passed by the City 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.

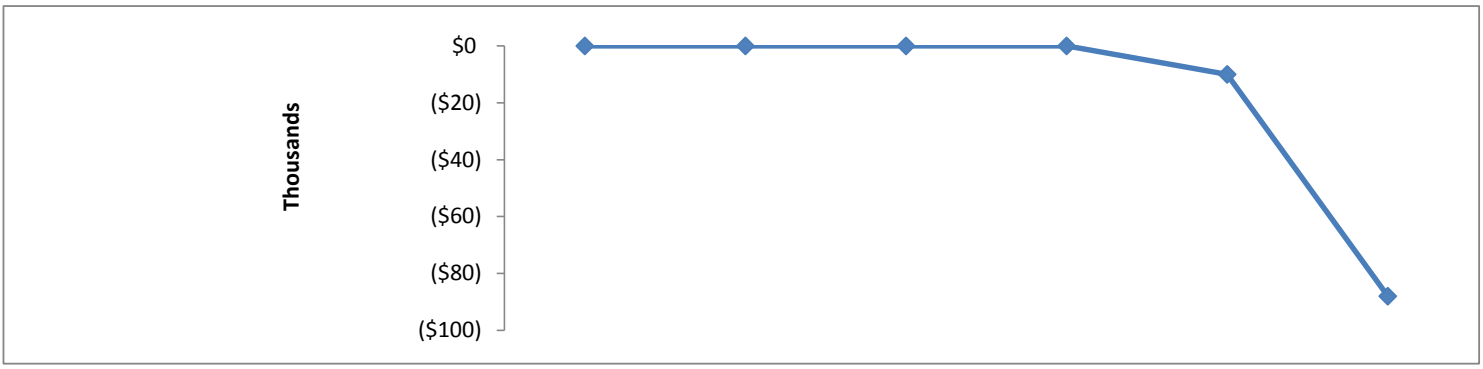
_____
MAYOR

Schedule A

DOWNTOWN TIF II FUND (89)

The Downtown TIF II was created in 2018, in order to help promote downtown redevelopment and support the existing Downtown TIF.

	FY 2016 Actual	FY 2017 Actual	FY 2018 Budget	FY 2018 Projected	FY 2019 Adopted Budget	FY 2019 Amended Budget
Revenue						
Taxes	-	-	-	-	-	-
Investment Earnings	-	-	-	-	-	-
Total Revenue	**-**	**-**	**-**	**-**	**-**	**-**
Expenditures						
Contractual Services	-	-	-	-	10,000	10,000
Capital Outlay	-	-	-	-	-	78,000
Total Expenditures	**-**	**-**	**-**	**-**	**10,000**	**88,000**
Surplus (Deficit)	0	0	0	0	(10,000)	(88,000)
Ending Fund Balance	**0**	**0**	**0**	**0**	**(10,000)**	**(88,000)**



United City of Yorkville

Downtown TIF II Fund

890

DOWNTOWN TIF II FUND REVENUE

Account	Description	FY 2016 Actual	FY 2017 Actual	FY 2018 Budget	FY 2018 Projected	FY 2019 Adopted	FY 2019 Amended
Taxes							
89-000-40-00-4000	PROPERTY TAXES	-	-	-	-	-	-
	Total: Taxes	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Investment Earnings							
89-000-45-00-4500	INVESTMENT EARNINGS	-	-	-	-	-	-
	Total: Investment Earnings	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	Total: DOWNTOWN TIF REVENUE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

United City of Yorkville

Downtown TIF II Fund

890

DOWNTOWN TIF II FUND EXPENDITURES

Account	Description	FY 2016 Actual	FY 2017 Actual	FY 2018 Budget	FY 2018 Projected	FY 2019 Adopted	FY 2019 Amended
Contractual Services							
89-890-54-00-5466	LEGAL SERVICES	-	-	-	-	10,000	10,000
	Total: Contractual Services	**$0**	**$0**	**$0**	**$0**	**$10,000**	**$10,000**
Capital Outlay							
89-890-60-00-6000	PROJECT COSTS	-	-	-	-	-	78,000
	Total: Capital Outlay	**$0**	**$0**	**$0**	**$0**	**$0**	**$78,000**
	Total: DOWNTOWN TIF EXPENDITURES	**$0**	**$0**	**$0**	**$0**	**$10,000**	**$88,000**

Resolution No. 2018-_____

A RESOLUTION AUTHORIZING A CONTRACT WITH D. CONSTRUCTION, INC. FOR THE BUILDING DEMOLITION AND SITE RESTORATION PROJECT FOR THE PROPERTY AT 111 W. MADISON STREET

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

WHEREAS, the City has previously advertised for bids on June 20, 2018 for the building demolition and site restoration project for the property at 111 W. Madison Street; and,

WHEREAS, based upon a review of the bids received and determination as to the qualifications of the bidders, the corporate authorities of the United City of Yorkville have determined that D. Construction, Inc. of Coal City, Illinois, having submitted a bid in the amount of $78,000.00 is the lowest responsible bidder.

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

Section 1: That the bid submitted by D. Construction, Inc. in the amount not to exceed $78,000.00 is hereby accepted, and the Mayor and City Clerk are hereby authorized and directed on behalf of the United City of Yorkville to execute a *CONTRACT* with D. Construction, Inc. as attached hereto and made a part hereof as Exhibit A.

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

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

Chicago Tribune

Order ID: 5676750

* Agency Commission not included

GROSS PRICE * : $134.96

PACKAGE NAME: IL Govt Legal Aurora Beacon

GROSS PRICE * : **$134.96**

PACKAGE NAME: IL Govt Legal Aurora Beacon

Product(s): SubTrib_Aurora Beacon News, Publicnotices.com, classified.chicagotribune.com

AdSize(s): 1 Column

Run Date(s): Friday, June 22, 2018

Color Spec. B/W

Preview

LEGAL NOTICE
United City of Yorkville, Illinois
Request for Bid
Demolition and Site Restoration at 111 W. Madison Street Yorkville, IL 60560

Sealed Bids will be received for the Building Demolition and Site Restoration at 111 W. Madison Street until 10:00 AM on July 12, 2018 (the closing date) at the address listed below. All bids will be publicly opened immediately thereafter. Bids not physically received by 10:00 AM on July 12, 2018 will be returned, unopened to the bidder. Emailed or faxed bids will not be accepted. All bids should be addressed and delivered to:
United City of Yorkville
(Vendor Name)
RE: Building Demolition and Site Restoration at 111 W. Madison

Attention: Steve Raasch, Facilities Manager
800 Game Farm Road
Yorkville, IL 60560

There will be a Mandatory Pre-Bid Meeting at 111 W. Madison Street on Thursday June 28, 2018 at 10:00 AM. Bid packets are available online at http://www.yorkville.il.us. The link can be found under the business tab – Bids & RFP's.

GROSS PRICE * : **$134.96**

PACKAGE NAME: IL Govt Legal Aurora Beacon

Each bid must be accompanied by a Bid Guarantee in the form of a cashier's check in the amount of ten percent (10%) of the bid. Contractor must comply with the Prevailing Wage Act.

The City Council will make the final selection and award the contract. The City Council reserves the right to accept or reject any and all bids, to waive technicalities and to accept or reject any bid.
06/21/18 5676750

United City of Yorkville, Illinois

REQUEST FOR BID

Building Demolition and Site Restoration at 111 W. Madison Street

Legal Notice Posted:	**June 20, 2018**
Pre-Bid Meeting	**June 28, 2018 at 10:00 AM**
Bids Due:	**July 12, 2018 at 10:00AM**

United City of Yorkville

REQUEST FOR BID

Building Demolition and Site Restoration at 111 W. Madison Street

June 2018

Table of Contents

A. Legal Notice to Bidders
B. General Information
C. Introduction
D. Project Specifications
E. Instructions to Bidders
F. Contract
G. Bid Certifications
H. References
I. Subcontractors
J. Bid Sheet
K. Bid Sheet Signature
L. Contractor Bid Agreement

Building Demolition and Site Restoration at 111 W. Madison Street

Sealed bids for the Building Demolition and Site Restoration at 111 W. Madison Street Yorkville, IL 60560, will be received at the address listed below until July 12, 2018 at 10:00 a.m. All bids will be publicly opened immediately thereafter. Bids not physically received by the City by 10:00 a.m. on July 12, 2018 will be returned, unopened to the bidder. Emailed or faxed bids will not be accepted. All bids should be addressed and delivered to:

United City of Yorkville
RE: (Vendor Name)
Bid for the Building Demolition and Site Restoration at 111 W. Madison Street Yorkville, IL 60560
Attention: Steve Raasch, Facilities Manager
800 Game Farm Road
Yorkville, IL 60560

There will be a Mandatory Pre-Bid Meeting on Tuesday, June 28, 2018 at 10:00 AM at 111 W. Madison Street Yorkville, IL 60560. Limited access to the interior of the building will be allowed but all Contractors will need to wear: hard hats, safety glasses, steel toed boots, and a respirator to enter. Bid packets are available online at http://www.yorkville.il.us. The link can be found under the Business tab - Bids & RFPs. Additional packets may be picked up at City Hall, 800 Game Farm Road, Yorkville, IL 60560. City Hall is open Monday through Friday, 8:00AM to 4:30PM.

Each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond from a company with an A-1 best rating, or a cashier's check in the amount of ten percent (10%) of the total bid for bids that exceed forth thousand dollars ($40,000.00), and made payable to the United City of Yorkville, 800 Game Farm Road, Yorkville, IL 60560. No bid shall be withdrawn for a period of thirty (30) days after the bid opening date without the consent of the City. Checks or drafts of unsuccessful bidders will be returned as soon as possible after award and execution of the contract. Contractor must comply with Prevailing Wage Act.

Any questions concerning this Request for Bid, the actual specifications or the plans can be forwarded by email to Steve Raasch at sraasch@yorkville.il.us no later than July 6, 2018 at 4PM.

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

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

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

General Information

The United City of Yorkville is seeking an experienced individual or firm for the Building Demolition and Site Restoration at 111 W. Madison Street Yorkville, IL 60560.

The Contractor shall furnish and provide all labor, materials, tools, equipment and machinery, unless otherwise specified, necessary to perform and complete, in a good and workmanlike manner, the demolition, environmental abatement, and site restoration of the remaining land. The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this contract. Failure to make such preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the term of this contract.

Introduction

Project Description:

The City is requesting bids according to the Project Specifications and Plans contained herein (the "Project"). The Project consists of the demolition, environmental abatement, and site restoration of the remaining land. A mandatory job site visit is expected to submit a comprehensive bid.

Project Specifications and Plans

Scope of Work: The City is requesting a turn-key bid for the demolition and site restoration at 111 W. Madison Street Yorkville, IL 60560. Bidders must completely familiarize themselves with the specifications in this bid document.

Description of Work.
Demolition of the building at 111 W. Madison Street Yorkville, IL. 60560.

PRE-DEMOLITION INSPECTION / PLANNING / MEETING Contractor shall inspect the building interior, attic, basement, crawl space and all other safe, accessible floors, rooms, closets or other interior areas of the building for debris and garbage, furniture, any hazardous materials, universal wastes, household hazardous waste, batteries, CFC-containing canisters, mercury-containing bulbs, switches, gauges, PCB/DEHP containing ballasts, white goods, etc. to ensure that they have been removed prior to demolition. No demolition shall occur until the contractor has completed a full inspection of the building and site, and determined that it is free and empty of such materials.

Contractor shall prepare and submit to City a demolition plan which shall include as applicable: procedures for removal and disposition of materials; materials to be salvaged or recycled; coordination with other work in progress; a disconnection schedule of utility services; a detailed description of methods and equipment to be used for each operation and of the sequence of operations. Include statements affirming Contractor inspection of the existing roof or floor deck and suitability of same to perform as a safe working platform or if inspection reveals a safety hazard to workers, state provisions for securing the safety of the workers throughout the performance of Work.

One week prior to the start of demolition, Contractor shall conduct a pre-demolition meeting/inspection to include: City Representative; City Building Code Official; and schedule JULIE locates to include City Utilities; ComEd; NICOR; ATT; and Comcast. Failure to call for a pre-demolition meeting and JULIE locates will result in City ceasing all work until such meeting and locate request are arranged. The contractor will be responsible to disconnect the water, storm and sewer back to the B-Box. The contractor will be responsible to terminate the electric, natural gas, telephone and cable at the point designated by the utility provider

Note: Utilities and Utility Services - Contractor shall have all existing utilities serving the building, shut off and terminated with the appropriate utility provider. The City will provide existing account information, to expedite the process. Contractor shall protect adjacent electrical, telephone, street lights, traffic signals, water, storm and sanitary sewer and other services and utilities appurtenances

REGULATORY AND SAFETY REQUIREMENTS, PERMITS, FEES, AND NOTICES Contractor shall comply with all Federal, State, and Local safety laws and regulations applicable to the execution of the Work including but not limited to: handling, storing and disposal of toxic or hazardous substances and materials (“Hazmat”); "Right to Know"; Illinois Dig-Safe (JULIE/Dial 811); Occupational Safety and Health Agency (OSHA); Illinois Department of Labor (IDOL); and other applicable federal, state and local codes laws and regulations regulating worker safety, transport and disposal. Contractor shall post any applicable work place notices as required by Law. If the Work requires the containment and/or removal of asbestos or material containing asbestos, Contractor shall ensure that the person(s) or company performing the asbestos abatement related services is licensed pursuant to applicable State laws and regulations.

Environmental Protection – Contractor shall comply with all applicable U.S. Environmental Protection Agency and Illinois Environmental Protection Agency requirements as required to complete the Work.

Contractor and sub-contractors shall provide City with copies of shipping receipts, manifests, bills of lading, or other similar evidence or supporting documentation regarding the lawful disposal of all materials and debris generated by the Work.

At least ten (10) days prior to commencement of the Work, Contractor shall furnish timely notification of demolition and site restoration project to applicable Federal, State, regional, and local authorities.

All waste materials shall be removed in a manner which prevents injury or damage to persons, adjoining properties and public rights-of-way. Evidence of such notice being properly issued and received by applicable parties of potentially affected adjoining lots shall be provided to City along with the other submittals required herein.

Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the work.

DEBRIS, CHEMICAL & OTHER WASTES Contractor shall not permit the daily accumulation of debris, both exterior and interior, and the work area(s) and surrounding public alleys and rights-of-way shall at all times be kept clean and free of such accumulations as determined by the City representative. No open fire or flames shall be permitted on site. Chemical waste shall be stored in corrosion resistant containers, removed from the Project site, and disposed of not less frequently than monthly unless directed otherwise by the City representative. Disposal of chemical waste shall be in accordance with requirements of the Illinois Environmental Protection Agency (IEPA). Fueling and lubricating of vehicles and equipment shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants to be discarded shall be disposed of in accordance with approved procedures meeting all applicable Federal, State, and local regulations. In the event of an oil or hazardous materials spill large enough to violate Federal, State, or applicable local regulations, the City shall be notified immediately. Contractor shall be responsible for immediately cleaning up any oil or hazardous waste spills resulting from its operations in accordance with all applicable Federal and State regulations. Any costs incurred in cleaning up any such spills shall be borne solely by Contractor. Contractor is herein notified that potential hazardous waste, oils, chemicals, gases, metals, or other contaminants or substances may likely exists inside heating systems, heating lines, and/or utility lines. Contractor shall be responsible for properly removing and disposing of such materials, prior to building and/or site demolition work in, accordance with all applicable Federal and State regulations as incidental to the completion of the Work.

SITE AND WORK AREA PROTECTION, SECURITY AND WEATHER PROTECTION Existing Conditions - Before beginning any demolition work, Contractor shall as applicable: survey the building and project site, and examine the plans and specifications to determine the extent of the work; and document and record any existing work or conditions in the presence of the City including but not limited to the condition of property, structures and other facilities adjacent to project site and building demolition. Video and/or still photographs will be acceptable as a record of existing conditions. Include in the record the elevation of the top of foundation walls, finish floor elevations, possible conflicting electrical conduits, plumbing lines, the location and extent of existing cracks and other damage and description of surface conditions that exist prior to before starting Work.

Contractor shall be responsible to verify and document all required outages which will be required during the course of work, and to note these outages on the record document.

Contractor is responsible to protect and secure the demolition site using at minimum vinyl construction fencing sufficiently installed, secured and maintained to prevent unauthorized access to the site.

During execution of the Work, Contractor is solely responsible to take necessary precautions not to disturb or damage any existing structures, landscaping, sidewalks, traffic signals, street lights, roads, trees, fencing, posts, poles, neighboring property walls, neighboring property lots, lawns, etc., or other items. Contractor shall restore any damaged items to its existing condition at the start of the project, and as directed by the City. Contractor shall provide and erect acceptable physical barriers and solid barricades, fences, signs, and other vehicular and pedestrian traffic control devices to protect the work from the public, and to protect from damage or access adjacent properties, adjacent property items, and adjacent occupants and transient persons, as required by the United City of Yorkville's Building Code and other applicable regulations. Contractor shall be solely responsible to secure the building site, and replace and maintain any existing boarded up windows, doors, or other openings temporarily removed at the end of each work day. Until the time of substantial completion, the building shall not be left open and the site shall not be left unsecured at any time the Contractor is not on site or the Work is being completed. Contractor is solely responsible to exercise special care, procedures to install physical, and or solid barriers, barricades or fencing to secure the site and prevent unauthorized access to any excavations or holes or cellars, resulting from demolition.

Protection of Personnel & Public - Contractor shall conduct Work in a safe, workmanlike manner providing suitable protection for the general public. Before, during and after the demolition work the Contractor shall continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and the general public around or near the demolition site. Every excavation or area of construction on a site located five feet or less from the street or right of way line shall be enclosed with a suitable barrier to prevent the entry of unauthorized persons. Where located more than five feet from the street lot line, a barrier shall be erected, where required by the code official. All barriers shall be of adequate strength to resist wind pressure as specified by the Code Official. No area, section, or component of floors, roofs, walls, columns, pilasters, or other structural element will be allowed to be left standing without sufficient bracing, shoring, or lateral support to prevent collapse or failure while workmen remove debris or perform other work in the immediate area. Floors, roofs, walls, columns, pilasters, and other structural components that are designed and constructed to stand without lateral support or shoring, and are determined to be in stable condition, may remain standing without additional bracing, shoring, or lateral support until demolished, unless directed otherwise by City. Ensure that no elements determined to be unstable are left unsupported and place and secure bracing, shoring, or lateral supports as may be required as a result of any cutting, removal, or demolition work performed under this contract.

Protecting Against Foreign Object Damage - Contractor shall install temporary barriers or barricade(s) at the Contractor's expense to control the spread debris of foreign objects which may cause potential damage to adjacent properties. Temporary barriers shall include netting or fabric

designed to stop the spread of debris and foreign objects. Temporary barricade shall include a fence covered with a fabric designed to stop the spread of debris and foreign objects. Anchor the temporary barricade fence and fabric to prevent displacement by winds. Remove barricade when no longer required.

All street and alley side public walkways and parking spaces shall remain and be protected and repaired or replaced new if damaged during demolition activities, as directed by City.

Traffic Control Signage - Prior to commencing any work, Contractor shall submit, and implement a traffic control / barricading plan as required by the City. Contractor shall notify City prior to beginning such work. Anchor barricades in a manner to prevent displacement by wind.

Items to Remain in Place – Contractor shall take necessary precautions to avoid damage to existing utilities, infrastructure, vegetation, trees or other items to remain in place, to be reused, or to remain on the property, or adjacent City property, right-of-way and alleys, including paved parking spaces, sidewalks and utility appurtenances. Damaged items shall be repaired or replaced as required by the City. Coordinate the work of this section with all other work indicated. Construct and maintain shoring, bracing, and supports as required. Ensure that structural elements are not overloaded. Increase structural supports or add new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract. Do not overload structural elements. Pavements to remain as described herein and in other sections of these specifications. Provide new supports and reinforcement for existing construction weakened by demolition or removal work. Repairs, reinforcement, or structural replacement, require approval by the City Building Code Official prior to performing such work.

DUST, DEBRIS AND RODENT CONTROL Contractor is solely responsible to: provide dust control during demolition and debris removal; prevent the spread of dust and debris to neighboring sites and properties; and avoid the creation of any nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution. Sweep pavements as often as necessary to control the spread of debris that may result in foreign object damage potential to neighboring sites and City roads, facilities and utilities, and structures. Rodent control shall be provided by Contractor. Use of commercial pesticides must be done in compliance with all regulations. City may stop the Work due to Contractor's failure to comply with this section. Contractor will be allowed to resume the Work only after providing evidence that adequate control measures are in place.

Burning - The use of fire, burning or incineration at the project site for the disposal of refuse and debris is strictly prohibited.

Use Of Explosives - Use of explosives is strictly prohibited.

ARCHAEOLOGICAL AND HISTORICAL RESOURCES All items having any apparent historical or archaeological interest, which are discovered in the course of any demolition, construction or other activities related to the Work, shall be carefully preserved and reported immediately to City for determination of appropriate actions to be taken.

BUILDING DEMOLITION REQUIREMENTS All work shall be in accordance with applicable United City of Yorkville Building Codes.

Prior to commencing with building demolition, and as incidental to the Work Contractor shall remove and lawfully dispose of:

1. All private interior and exterior building contents including but not limited to: equipment and furniture; shelving, appliances, HVAC equipment; water heater; electrical equipment and lighting fixtures; plumbing fixtures and piping; garbage; and any other contents as directed by City.

2. Any existing vegetation, landscape shrubbery around the building perimeter to enable demolition of the building. Existing trees shall be protected as directed by City.

3. All private man-made structures, such as, but not limited to: concrete slabs or asphalt pavement areas and driveways; brick, concrete paver and stone walks and stairs; wood and metal stair railings; wood decks and ramps; stones; private light poles, post lamps and exterior light fixtures; fences; or any structures or appurtenances associated with the building, except as otherwise noted in other sections herein or as directed by City. Remove all private concrete walkway entrances and concrete pad, where existing. (Exception: City sidewalks)

4. Any materials not specified above adjacent to or within building footprint, site property boundary or on the site, discovered in during the execution of the Work.

With the exception of the requirements for masonry, stone and concrete basement, cellar or crawl space walls and floor below, all non-masonry building walls, including perimeter and interior walls, supports beams, columns and exposed pilings shall be removed from the site entirely, and lawfully disposed in compliance with all applicable regulations.

Masonry, stone and concrete basement, cellar or crawl space floors shall be broken-up into pieces not exceeding two-feet in the longest dimension. Perimeter masonry, stone or concrete, basement, cellar or crawl space walls shall be broken-up in to pieces to a depth of at least five (5) feet below grade, as determined by City's Building Code Official, except where said wall is attached to any existing street(s) or sidewalk(s), in which case remove masonry walls below grade but in a manner not to disturb, affect, or undermine the structural integrity of adjacent street(s), or sidewalk(s). All such perimeter masonry wall materials shall be shall be broken-up into pieces not exceeding two (2) feet in the longest dimension, and evenly spread over the bottom of the demolished basement, cellar or crawl space floor in a manner to permit drainage.

MISCELLANEOUS BUILDING AND SITE DEMOLITON REQUIREMENTS Masonry - Saw cut and remove masonry so as to prevent damage to surfaces or adjacent buildings or structures to remain.

Concrete - Where necessary, saw concrete along straight lines to a depth of a minimum 2 inches. Make each cut in walls perpendicular to the face and in alignment with the cut in the opposite face. Break out the remainder of the concrete provided that the broken area is concealed in the finished

work, and the remaining concrete is sound. At locations where the broken face cannot be concealed, grind smooth or saw cut entirely through the concrete.

Structural Steel - Any existing structural steel must be dismantled at field connections and in a manner that will prevent bending or damage. Salvage and recycle structural steel, steel joists, girders, angles, plates, columns and shapes. Do not use flame-cutting torches. Transport steel joists and girders as whole units and not dismantled.

Miscellaneous Metals - Contractor may salvage shop-fabricated items such as access doors and frames, steel gratings, HVAC Ducts, metal ladders, wire mesh partitions, metal railings, metal windows and similar items as whole units. Salvage light-gage and cold-formed metal framing, such as steel studs, steel trusses, metal gutters, roofing and siding, metal toilet partitions, toilet accessories and similar items. Scrap metal shall become the Contractor's property. Recycle scrap metal to the greatest extent possible as part of demolition operations. Provide separate containers to collect scrap metal and transport to a scrap metal collection or recycle facility. If it is determined by the Contractor that the building is unsafe for removal of Miscellaneous Metal prior to whole building demolition, Contractor shall include a plan for properly removing, salvaging, segregating and/or disposing of the Miscellaneous Metal in conjunction with demolition operations

Carpentry - Contractor may salvage and recycle non-asbestos-contaminated lumber, millwork items, and finished boards except those that are unfit for reuse or are contaminated with asbestos. Remove windows, doors and frames and similar items as whole units, complete with trim and accessories. Window and door caulkings and glazings which contain asbestos must be properly removed by a licensed asbestos Contractor prior to demolition. Do not remove hardware attached to units, except for door closers. Brace the open end of door frames to prevent damage. If it is determined by the Contractor that the building is unsafe for removal of Carpentry items prior to whole building demolition, the Contractor shall include a plan for properly removing, salvaging, segregating and/or disposing of the Carpentry items in conjunction with demolition operations

Air Conditioning Equipment – Contractor shall remove air conditioning equipment without releasing chlorofluorocarbon refrigerants and shall prevent discharge of ODS as defined by applicable laws to the atmosphere in accordance with all applicable laws. Recover all refrigerants prior to removing air conditioning equipment and dispose of in accordance all applicable laws regulating the storage and disposal of Ozone Depleting Substance (ODS).
If it is determined by Contractor that the building is unsafe for removal of Air Conditioning Equipment prior to whole building demolition, then Contractor shall include a plan for properly removing, salvaging, segregating and/or disposing of the HVAC items in conjunction with demolition operations.

Piping - Carefully dismantle piping that previously contained gas, gasoline, oil, or other dangerous fluids, with precautions taken to prevent injury to persons and property. Store piping outdoors until all fumes and residues are removed.

DISPOSITION OF MATERIALS Title to Materials - All building contents, materials and equipment removed and not reused, including items allowed to be salvaged by the Contractor in related

Sections, shall become the property of the Contractor and shall be removed from City property. Title to materials resulting from demolition, and materials and equipment to be removed, is vested in Contractor upon approval by City, of Contractor's demolition and removal procedures, and authorization to proceed by City to begin demolition. City will not be responsible for the condition or loss of, or damage to, such property after contract award. Materials and equipment shall not be viewed by prospective purchasers or sold on the site.

Roofing – As applicable removed roofing materials shall be segregated and lawfully transported and disposed in compliance with all applicable regulations.

Reuse of Materials and Equipment – Except as specified elsewhere, no specific materials and equipment have been identified to be reused and may be removed at the discretion of the contractor.

Salvaged Materials and Equipment - Except where elsewhere specified, no specific building or site materials or equipment have been identified that are to remain as the property of City.

Unsalvageable Material - Concrete, masonry, and other noncombustible material, except stone, masonry or concrete permitted to remain in place, shall be removed from the site for recycling, or may be re-used if meets the backfill requirements, and shall not be disposed of in the disposal area or fill area. The fill in the disposal area must remain below elevation and after disposal is completed, the disposal area shall be uniformly graded to drain. Dispose of combustible material off the site.

Disposal Of Removed Materials - Debris, rubbish, scrap, and other non-salvageable materials resulting from removal operations shall be disposed in compliance with all applicable Federal, State, and local regulations as contractually specified off the Site. Removed materials shall not be stored on the project site. No un-crushed or un-recycled material (brick, masonry, rock, asphalt, large stones, etc.) may be disposed of at the site, or used as a base for backfill, unless such material fulfills the requirements for “backfill” per these specifications.

BACKFILL OF OPEN AREAS All below grade open areas of basement, cellar or crawl spaces shall be backfilled using clean compacted clay fill, pit-run gravel, crushed rock or other gravel having reasonably even gradation from coarse to fine as approved by the City Building Code Official. The maximum size shall be less than three (3) inches. Backfill shall be placed to achieve ninety percent (90%) optimum density by method approved by City.

SITE RESTORATION - Disturbed areas shall be final graded, top dressed using up to two (2) inches of topsoil, seeded and covered with mulch respectively in accordance with Section 211, Section 250 (Class 1 Lawn Mixture) and Section 251 (251.03 Mulching Seeded Areas, Method 2) of IDOT Standard Specification for Road & Bridges Construction as amended to date, and as approved by City’s Representative. Final grading may be completed by use of machine and/or by hand raking, York rake, Harley rake, or other similar landscape rakes, including skid steer attachment(s) to accomplish evenly graded, smooth grades free of loose stone and debris. Piles, depressions and tracks made by heavy machinery used to compact the loam/top cover material shall be leveled. Topsoil cover shall be evenly graded.

Billing/Invoicing: All billing and invoicing should be done at the completion of the project. After receipt of a correct invoice, 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.;

If, in the opinion of the City, the Contractor has not or is not satisfactorily performing the work covered by this specification, and within three (3) business days of receipt of a written demand from the City, for performance, has not cured any defect in performance specifically itemized in such demand, the City may, at its option:

a) Withhold payment.
b) Consider all or any part of this contract breached and terminate the contractor, or
c) May hire another contractor to cure any defects in performance or complete all work covered by this specification for the remaining term of this contract.
d) Any demand for performance shall be specifically delivered to contractor by personal delivery, certified or registered mail.

The City will make periodic inspections and follow up as needed with the contractor to discuss any issues, etc.

Disposal of Material: Contractor shall legally dispose of all waste material generated from the project at a dump site compliant with Local, State and Federal regulations. Contractor shall provide a report of the amount in cubic yards of material disposed and where the material was disposed. The contractor will be required to provide & sign a disposal certificate acknowledgement form. In addition, Contractor shall reclaim refrigerant per EPA guidelines- documentation of this must be turned in at end of job.

Prevailing wage Law: This project is subject to the Illinois Prevailing Wage Act.

Conditions: The Contractor is responsible for being familiar with all conditions of this project and delivery location. Failure to make such investigation and preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract.

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

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

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

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

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

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

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

Instructions to Bidders

1. **Receipt of Bid:** July 12, 2018; 10:00 A.M.

2. **Basis of Bid:** Sealed bids will be received until the above noted time and date.

3. **Project Description:** Building Demolition and Site Restoration at 111 W. Madison Street Yorkville, IL 60560

4. **Preparation and Submission of Bids:**
   A. Each bid shall be submitted on the exact form furnished. All blank spaces for bid prices, unit costs and alternates must be filled in using both words and figures if indicated. In case of any discrepancy in the amount bid, the prices expressed in written words shall govern.
   B. Each Bidder must complete, execute and submit with its bid a certifications regarding public contracting.
   C. Each Bidder must submit a complete bid package, including the following items:
      i. **Signed Contract**
      ii. **Bid Certifications**
      iii. **Bid Sheet**
      iv. **References**
      v. **Subcontractors List.**
      vi. **Bid Guarantee in the amount of 10% of the total of project if over $40,000.00.**
   D. One (1) paper copy of the bid and one electronic version of the bid on a flash drive in a *.pdf (Adobe Acrobat) version shall be submitted in a sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the Bid and the Bid Name - "Building Demolition and Site Restoration at 111 W. Madison Street Yorkville, IL 60560".
   E. Bidders may attach separate sheets to the bid for the purpose of explanation, exception, alternate bid and to cover unit prices, if needed.
   F. Bidders may withdraw their bid either personally or by written request at any time before the hour set for the bid opening, and may resubmit it. No bid may be withdrawn or modified after the bid opening except where the award of contract has been delayed for a period of more than ninety (90) days.
   G. In submitting this bid, the bidder further declares that the only person or party interested in the bid as principals are those named herein; and that the bid is made without collusion with any other person, firm or corporation.
   H. The Bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the Project and the detailed requirements of this work and understands that in making the bid he waives all rights to plead a misunderstanding regarding same.
   I. The Bidder further agrees that if the City decides to extend or shorten the completion period, or otherwise alters it by extras or deductions, including elimination of one or more of the items, as provided in the specifications, the Bidder will perform the work as altered, increased or decreased.
   J. The Bidder further agrees that the City representative may at any time during the progress of the Project covered by this Contract, order other work or materials incidental

thereto and that all such work and materials as do not appear in the bid or contract as a specific item covered by a lump sum price, and which are not included under the bid price for other items in the Contract, shall be performed as extra work.

K. The Bidder further agrees to execute all documents within this Bid Package, for this work and present all of these documents to the City.

L. The Bidder further agrees to execute all documents within this Bid Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award.

M. The Bidder further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specified within the bid, it being understood and agreed that the completion within the time limit is an essential part of the contract.

N. By submitting a bid, the Bidder understands and agrees that, if his bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the City for any damages the City may thereby suffer.

O. No bid will be considered unless the party offering it shall furnish evidence satisfactory to the City that he has necessary facilities, ability and pecuniary resources to fulfill the conditions of the Contract.

5. **Additional Information Request:** Questions regarding this Request for Bid or requests for clarifications of the specifications on the Invitation to Bid can be emailed to Steve Raasch, Facilities Manager at SRaasch@yorkville.il.us by the end of business on July 6, 2018. Answers will be provided in writing to all potential Bidders who the City has notice of their intent to submit a bid; No oral comments will be made to any Bidder as to the meaning of the Request for Bid and Specifications or other contract documents. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware of and the City will reject all claims related thereto.

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

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

6. **Conditions:**

A. The City is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This bid shall not include any amounts of money for these taxes.

B. The City shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in itemization of the bid.

C. All bids shall be good for ninety (90) days from the date of the bid opening.

7. **Award of Bid:** The United City of Yorkville reserves the right to reject any or all bids and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the United City of Yorkville.

A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the items of work. No additional payment will be made for such incidental work. The Bidder shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.

B. In addition to price, the City may consider:

- Ability, capacity and skill to fulfill the contract as specified.
- Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
- Character, integrity, reputation, judgment, experience and efficiency.
- Quality of performance on previous contracts.
- Previous and existing compliance with laws and ordinances relating to the contract.
- Sufficiency of financial resources.
- Quality, availability and adaptability of the commodities, services or construction, in relation to the City's requirements.
- Ability to provide future maintenance and service under the contract.
- Number and scope of conditions attached to the bid.
- Record of payments for taxes, licenses or other monies due the City

.

8. Rejection of Bids:

A. The City reserves the right to cancel invitations for bids or requests for bids without penalty when it is in the best interest of the City. Notice of cancellation shall be sent to all individuals or entities solicited.

B. The City reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the City. Any bid not conforming to the specifications or requirements set forth by the City in the bid request may be rejected.

C. Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

9. **Equal Opportunity:** The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

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

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

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

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

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

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

12. **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 Labors 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.

13. **Approval and Use of Subcontractors:** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Contractor shall be included on the Subcontractor's form in the Bid Document 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.

14. **Assignment:** Neither the City nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

15. **Governing Law:** The Contract and the rights of the City and Bidder under the Contract shall be interpreted according to the laws of the State of Illinois. Venue for any action related to the Contract will be in the Circuit Court of Kendall County, Illinois.

16. **Changes in Law:** Unless otherwise explicitly provided in the Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

17. **Time:** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in the Contract to days shall be construed to refer to calendar days.

GENERAL CONDITONS

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

1. **Definitions:** The Term "City" whenever used in the contract documents shall be construed to mean the United City of Yorkville. The United City of Yorkville, the Community Development Department, and the Director of Community Development shall also be known herein, respectively, as the City, the Department, and the Director.

2. **Conditions:** The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this Project and bid. Failure to make such investigation and preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of the contract.

3. **Bid Bond:** If the bidder's bid for this project exceeds forty thousand dollars ($40,000.00), bids shall be secured by a certified check, bank draft, satisfactory bid bond or approved letter of credit in the amount of ten percent (10%) of the total amount of the complete project. Bid security shall be submitted with the bid.

4. **Performance Bond:** If the bidder's bid for the project is equal to or greater than $5,000 then the following bonds shall be delivered to the City and shall become binding with the acceptance of the bid:

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

   Upon receipt of the performance bond, the City will return the bid bond to the bidder.

5. **Insurance Requirements:** The successful Bidder shall comply with the City's insurance requirements attached hereto as Exhibit A.

6. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the City to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the City or

Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts or war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

7. **Liquidated Damages:** Time is of the essence to the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the City the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each hour of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the City during extended and delayed performance by the Contractor of the work. The liquidated damage amount specified will accrue and be assessed not until final completion of the total physical work of the contract even though the work may be substantially complete. The City will deduct these liquidated damages from any monies due or to become due to the Contractor from the City.

   Deduction for Each Day of Overrun in Contract Time: $250.00 per day.

8. **Compliance with Laws and Regulations:** In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

9. **Contract Term:** The contract will begin upon a full executed Agreement and approval of the City Council and expire no later than sixty (60) days following the completion of the installation. Demolition shall be completed no later than 30 days upon contractor's receipt of the formal Notice to Proceed.

10. **Driver's License:** Before commencing work, the Contractor shall provide a copy of valid driver's license for each employee operating equipment in the City. Drivers shall possess a Commercial Driver's License with appropriate endorsements if operating equipment that requires such a license.

11. **Change Orders:** After a contract is awarded pursuant to the competitive bid procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:

    a. Is approved by the City Council when the change order is an increase or decrease of more than $10,000 or the time of completion by more than 30 days.
    b. Is approved by the by the City Administrator, or his/her designee for change orders that are not greater than ten thousand dollars ($10,000.00).

12. **Construction Contracts:**

    a. The Bidder must comply with all applicable laws prerequisite to doing business in the state.
    b. The Bidder must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
    c. The Bidder must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.

13. **Termination:** The City shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the City shall provide Contractor at least ten (10) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 11th day.

    a. When this contract, or any portion hereof, is terminated or cancelled by the City, and the Contractor released before all items of work included in this contract have been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.
    b. Termination of a contract, as stated above will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.

14. **Additional Items:** The City and Contractor further agree that

    a. **Prevailing Wage**

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

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

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

b. **Sexual Harassment:** During the entire term of the contract, Contractor shall have in full force and effect a written Sexual Harassment Policy, which complies with the Illinois Human Rights Act (775- ILCS 5/1-101 et.seq.) including at least the following: 1) a statement on the illegality of sexual harassment; 2) the definition of sexual harassment under Illinois Law; 3) a description of sexual harassment, utilizing examples; 4) an internal complaint process, including penalties; 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission"); 6) directions on how to contact the Department and the Commission; and 7) protection against retaliation as provided by Section 6-101 of the Act.

c. **Drug Free Workplace:** In compliance with Illinois law, The Contractor certifies and agrees that it will provide a drug free workplace by:

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

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

d. **Substance Abuse Prevention on Public Works Projects:** Before a contractor or subcontractor commences work on a public works project as defined in 820 ILCS 130/2, the contractor or subcontractor shall have in place a written program which meets or exceeds the program requirements in the Substance Abuse Prevention on Public Works Projects Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:

1) A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing; however, blood testing is not mandatory for the employer where a urine test is sufficient.
2) A prohibition against the actions or conditions specified in 820 ILCS 265/10.
3) A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.
4) A procedure for notifying an employee who violates 820 ILCS 265/10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of 820 ILCS 265/20.

e. **Non-Collusion:** The Contractor represents that it is not barred from bidding for this contract as a result of a violation of 720 ILCS 5/33E concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts. The Contractor will be required to sign the Non-Collusion Certification.

f. **Compliance with Laws and Regulations:** In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

REFERENCES

UNITED CITY OF YORKVILLE

General Information, list below current business references for whom you have performed work similar to that required by this bid.

Business: _____

Address: _____

City, State, Zip Code:_____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Business: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Business: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

If additional sheets are needed, please make copies.

SUBCONTRACTORS

UNITED CITY OF YORKVILLE

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1: _____

Address: _____

City, State, Zip Code:_____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

Subcontractor No. 2: _____

Address: _____

City, State, Zip Code:_____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

Subcontractor No. 3: _____

Address: _____

City, State, Zip Code:_____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

Bid Proposal Sheet

The prices stated in this bid are guaranteed for 90 days from the date of hereof and if awarded within that period, we agree to complete the work covered by this Bid at said prices.

Division 1 $ _____ General Requirements

Division 2 $ _____ Site Construction

Division 11 $_____ Equipment

$_____ Overhead & Profit

$_____ Bonds & Insurance (Bid Bond: Y/N, Performance Bond: Y/N)

Total Bid $_____

Bid Proposal Sheet

The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the City reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner's best interest.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Person submitting the bid is not barred by law from submitting a bid to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or b720 ILCS 5/33-4 (Proposal Rotating); and that

The Person submitting the bid 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 bid provides a drug free workplace pursuant to 30 ILCS 580/1, *et seq*., and that

The Person submitting the bid 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 bid is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101 *et seq*. including establishment and maintenance of sexual harassment policies and program.

_____	_____
Firm Name	Signed Name and Title
_____	_____
Street Address	Print Name and Title
_____	_____
City State Zip	E-mail Address
_____	_____
Phone Number	Fax Number
_____	
Date	

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

CONTRACT

THIS CONTRACT made this _____ day of _____, 2018, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the "*Owner*" and _____ located at _____ hereinafter called the "*Contractor*".

WITNESSETH:

WHEREAS, the Owner has heretofore solicited Bids for all labor and materials necessary to complete the work specified in this bid package;

WHEREAS, the Owner has found that the Contractor is the lowest responsible person submitting the bid for said work and has awarded the Contractor this contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the demolition of the building at 111 W. Madison Street and the subsequent site restoration, in accordance with the conditions and prices stated in the Request for Bid, Instructions to Persons submitting bids – General Conditions, Special Conditions, Insurance Requirements, Specifications and Plans, Bid, and Detail Exception Sheet all of which are made a part hereof and herein called the "*Contract Documents*".
2. The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE

By: _____

CONTRACTOR:

By: _____
Signature

_____
Print Name and Title

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The city reserves the right to accept or reject any or all exceptions.

Bidder's exceptions are:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Exhibit A

UNITED CITY OF YORKVILLE, ILLINOIS
INSURANCE REQUIREMENTS

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

1. **MINIMUM SCOPE OF INSURANCE** Coverage shall be at least as broad as:

A. Insurance Services Office Commercial General Liability Occurrence Form CG 0001 with the City named as additional insured; on a form at least as broad as the endorsement in paragraph 10 including ISO Additional Insured Endorsement CG 2026, CG 2010.

B. Owners and Contractors Protective Liability (OCP) policy is required with the City as insured (for contracts with subcontractors and projects that are inherently dangerous).

C. Insurance Service Office Business Auto Liability Coverage Form Number CA 0001, Symbol 01 "Any Auto."

D. Workers' Compensation as required by the Worker's Compensation Act of the State of Illinois and Employers' Liability insurance.

E. Builder Risk Property Coverage with City as loss payee.

2. **MINIMUM LIMITS OF INSURANCE** Contractor shall maintain limits no less than if required under above scope:

A. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000.

B. Owners and Contractors Protective Liability (OCP): $1,000,000 combined single limit per occurrence for bodily injury and property damage.

C. Businesses Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of $1,000,000 per accident.

E. Builder's Risk shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis. (Protection against loss of materials during construction, renovation, or repair of a structure.)

F. Umbrella Excess Insurance: $3,000,000. “Following form” of the underlying and excess policies including listing the City as an additional insured.

3. **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

4. **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

1. The City, its officials, agents, employees, and volunteers are to be covered as additional insured’s as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees, and volunteers.

2. The Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees, and volunteers.

4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the City, its officials, agents, employees, and volunteers as additional insured's.

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

B. All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage, or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

5. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois.

6. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance naming the City, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before any work commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated in paragraph 10, such as ISO Additional Insured Endorsements CG 2026 or CG 2010. The City reserves the right to request full certified copies of the insurance policies and endorsements.

7. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. ASSUMPTION OF LIABILITY

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier, or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

9. INDEMNITY/HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may anywise result therefore, except that arising out of the sole legal cause of the City, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its officials, agents, and employees as herein provided.

10. ADDITIONAL INSURED ENDORSEMENT

The "WHO IS AN INSURED" section of the policy/coverage document shall be amended to include as an insured, the City, but only with respect to liability arising out of your work. For purpose of this endorsement, "arising out of your work" shall mean: (1) Liability the Additional Insured may incur resulting from the actions of a contractor it hires, (2) Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work, (3) Liability the Additional Insured may incur for failure to maintain safe worksite conditions, and (4) Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

Pre-Bid Meeting

Project: 2018 Jail Demolition and Site Restoration

Date: 6/28/2018

Time: 10:00AM

Location: 111 W. Madson Street (Jail Site)

Company Name (Please Print)	Name (Please Print)	Phone Number	Email (Please Print)
Albrecht Enterprises, Inc.			
Alpine Demolition Services	Chris Lumpp	630-470-1644	chrise@knockitdown.com
D Construction	Kyle Kowalski	779-205-8080	K.Kowalski@dconstruction.com
Dore and Associates Contracting			
J&S Construction Sewer & Water Inc.	Mark Schorgt	630-585-8000	MARKS@JNSCONSTRUCTION.COM
Lite Construction, Inc.		630-[illegible]-7220	TimC@LiteConstruction.com
McDonagh Demolition	Bill Baxa	312-488-1893	bill-b@mcdonaghdemo.com
Brock Industrial	John Curtis	708 822 0139	John.Curtis@brockgroup
Jack Foschi Alessio & Sons	Bill	815 791-6173	
Al Fowler	Brian Fowler	847 931-1257	FowlerServices@SBCGlobal.net
Signature Demolition	Stacy Gilvart	847-980-1897	StacyG@SignatureDemo.com
Dynamic Contracting	Eric Robertson	630-538-5016	erobertson@dynamiccontracting service.com

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: Building Demolition and Site Restoration at 111 W. Madison Street Yorkville, IL

ADDENDUM No. 1

DATE: 7/9/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Comprehensive Asbestos Report, Lead-Based Paint Inspection, and Extension of Bid Due Date & Bid Opening

1. **Comprehensive Asbestos Survey, Dated July 6, 2018, from Midwest Environmental Consulting Services, Inc.**
2. **Lead-Based Paint Inspection, Dated July 6, 2018, from Midwest Environmental Consulting Services, Inc.**
3. **The United City of Yorkville will be extending the bid due date and the public bid opening until Tuesday July 17, 2018 at 10:00am at Yorkville City Hall. This decision was made to allow time for each contractor to provide an accurate cost for the abatement of such items in their total proposal amount.**

_____ _____

Signature **Date**

Midwest Environmental Consulting Services, Inc.

Consultants ◄ Engineers ◄ Scientists

COMPREHENSIVE ASBESTOS SURVEY

Performed for:

CITY OF YORKVILLE
800 Game Farm Road
Yorkville, IL 60560

Project Location:

FORMER KENDALL COUNTY JAIL
110 W. Madison Street
Yorkville, IL 60560

Inspection Date: September 26, 2008
Report Date: July 6, 2018

MEC PROJECT #: 18-07-447-INSP

Yorkville Location
2551 N. Bridge St.
Yorkville, IL 60560
P: (630) 553-3989
F: (630) 553-3990

Peoria Location
3100 N. Knoxville Ave.
Suite 204
Peoria, IL 61603
P: (309) 621-4680
F: (309) 621-4690

CITY OF YORKVILLE
Former Kendall County Jail
110 West Madison Street
Yorkville, IL 60560

Table of Contents
MEC Project #: 08-09-449-INSP

Narrative	*Section One*
Asbestos Bulk Sample Field Summary	*Section Two*
Final Analytical Report	*Section Three*
Accreditations	*Section Four*

Midwest Environmental Consulting Services, Inc.
2251 N. Bridge Street
Yorkville, IL 60560
(630) 553-3989 Fax (630) 553-3990

Section 1:

Introduction:

Midwest Environmental Consulting Services, Inc., (MEC) was retained by City of Yorkville to conduct a comprehensive asbestos inspection and bulk sampling of suspect asbestos containing materials (ACM) at the Former Kendall County Jail Building located at 110 W. Madison Street, Yorkville, Illinois, 60560. The asbestos inspection was performed on September 26, 2008. This comprehensive inspection was intended to address the existence of ACM on the interior and exterior prior to potential renovation or demolition.

Section 2:

Protocol:

The bulk sampling strategy is based upon the protocol of homogeneous areas established by the United States Environmental Protection Agency (US EPA). A homogeneous sampling area (HSA) is defined as an area of material that is uniform in color, texture, construction, general appearance, and date of installation.

Bulk samples of suspect ACM were analyzed by Polarized Light Microscopy (PLM) utilizing the EPA-600/M4-82-020 Method. Bulk samples were analyzed using Asbestos Hazard Emergency Response Act (AHERA) "positive stop" protocol, meaning each sample of each HSA group is analyzed until asbestos is found in the HSA or all samples in the group are analyzed and are negative for asbestos content.

Section 3:

Building Description:

The property consists of a vacant two-story brick building with a partial basement and attic totaling approximately 6,500 square feet of floor space. The original building was formally the Kendall County Jail. A two-story garage addition was built to the west of the original building and was connected into the original building. The walls are plaster, drywall, wood and brick. The floors are vinyl, linoleum, carpet, carpet and concrete. The ceiling is acoustical tile, plaster and drywall. The roof is pitched asphalt shingle.

Section 4:

Scope of Work:

The inspection was to address the following objectives:

- Observe, assess, and collect bulk samples of friable and non-friable asbestos containing building materials within the specific scope of work.
- The inspection was intended to identify all homogeneous areas, and did not attempt to identify or address any other environmental health hazards.
- The scope of work did not include identifying all potential concerns or eliminate possible risks.

A total of twenty-six (26) HSA's were identified within the scope of work. Out of the twenty-six (26) HSA's, nine (9) of the HSA's tested positive for asbestos content and one (1) HSA was assumed to be asbestos-containing:

Asbestos-Containing Materials:

- **MFB – 12"x12" Floor Tile – Light Gray Flecks**
- **MFC – 9"x9" Floor Tile/Mastic - Gray**
- **MMA – Exterior Window Glazing (Garage Addition)**
- **MRA – Asphalt Roofing Shingles w/Paper (Garage Addition)**
- **TPA – Mag Block Pipe Insulation**
- **MFD – Linoleum – Blue & Beige**
- **MFF – 9"x9" Floor Tile/Mastic - Gray**
- **MFH –12"x12" Floor Tile – Red Brick**
- **MMB – Exterior Window Glazing (Original Building)**

Assumed Asbestos-Containing Materials:

- **MME – Boiler Interior Fire Brick**

Section 5:

Executive Summary:

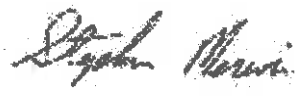
Standard practice requires that the owner provide Certified-As-Built drawings for review by the inspector. At the time of the inspection, these drawings were not available. Therefore, the accuracy of the inspection can only be based on the materials that were accessible or known about prior to the inspection. If a suspect material is identified during renovation or demolition, all work shall stop immediately until the materials can be sampled for asbestos content.

During renovation or demolition, it is recommended that a project design, project oversight, and air monitoring be in place prior to any asbestos abatement work being conducted. An Illinois Department of Public Health licensed asbestos abatement contractor must be in place prior to any asbestos abatement activities.

Prior to any planned renovation or demolition taking place, Midwest Environmental Consulting Services, Inc., strongly recommends that either the client contact Midwest Environmental Consulting Services, Inc., or the Illinois Department of Public Health in regards to current rules and regulations.

Although Midwest Environmental Consulting Services, Inc., has attempted to identify all suspect asbestos materials located on the inside of the building; some materials may have been inaccessible. Midwest Environmental Consulting Services, Inc. makes no warranty, expressed or implied.

Respectfully Submitted,
Midwest Environmental Consulting Services, Inc.



Stephen Merwin
IDPH Licensed Building Inspector
(IDPH #100-02871)

Midwest Environmental Consulting Services, Inc.
4 Bonnie Lane
Yorkville, IL 60560
630-553-3989

Project Date: 9/26/08

Asbestos Bulk Sample Field Summary

Client: City of Yorkville

Project Location: Former Kendall County Jail
Address: 110 W. Madison St., Yorkville, IL 60560

Project #: 18-07-447-INSP
Inspector: Stephen Merwin – #100-02871

Sample #	Material Description	Location	Approx. Quantity	ACM Yes/No	Comments
MDA	Drywall/Compound/Tape	Garage Addition – Throughout	4,800 S.F.	No	
MBA	Vinyl Wall Base/Mastic – Gray	Garage Addition – 1st Fl. – Foyer & 2nd Floor – Throughout	400 L.F.	No	
MBB	Vinyl Wall Base/Mastic – Brown	Garage Addition – 1st Floor – Hall	40 L.F.	No	
MFA	12"x12" Floor Tile – Gray Flecks	1st Floor-Front Foyer & Stairs, 2nd Floor – Back Office	320 S.F.	No	
MFB	12"x12" Floor Tile – Light Gray Flecks	Garage Addition – 1st Floor – Hall	240 S.F.	Yes	Tile – Positive, Mastic – Negative
MFC	9"x9" Floor Tile/Mastic – Gray	Garage Addition – 2nd Floor	750 S.F.	Yes	
MMA	Exterior Window Glazing	Garage Addition – Windows	17 Windows	Yes	
MMC	Floor Leveler	Garage Addition – 1st Floor-Foyer, 2nd Floor – SW	300 S.F.	No	
MRA	Asphalt Roofing Shingles w/Paper	Garage Addition – Roof	1,600 S.F.	Yes	
SPA	Plaster	Orig. Building – 1st & 2nd Floor	6,500 S.F.	No	
TPA	Mag Block Pipe Insulation	Basement SE Corner & Crawl Space	2 L.F. & 750 S.F.	Yes	750 S.F. – Crawl Space Debris/Soil (2" Depth)
MCA	2'x4' Ceiling Tile – Gypsum	Orig. Bldg. – 1st Floor – Kitchen	100 S.F.	No	
MCB	2'x4' Ceiling Tile – Smooth	Orig. Bldg. – 1st Floor – East Central Room	170 S.F.	No	

Inspection performed for:
CITY OF YORKVILLE
800 Game Farm Road
Yorkville, IL 60560
MEC Project #: 18-07-447-INSP

Midwest Environmental Consulting Services, Inc.
4 Bonnie Lane
Yorkville, IL 60560
630-553-3989

Project Date: 9/26/08

Asbestos Bulk Sample Field Summary

Client: City of Yorkville

Project Location: Former Kendall County Jail
Address: 110 W. Madison St., Yorkville, IL 60560

Project #: 18-07-447-INSP
Inspector: Stephen Merwin – #100-02871

Sample #	Material Description	Location	Approx. Quantity	ACM Yes/No	Comments
MCC	2'x4' Ceiling Tile – Bird's Feet	Orig. Bldg. – 2nd Floor	200 S.F.	No	
MCD	1'x1' Splined Ceiling Tile – White w/Fissures	Orig. Bldg. – 2nd Floor – Hall	320 S.F.	No	
MCE	1'x1' Splined Ceiling Tile – White Square Pattern	Orig. Bldg – Attic	325 S.F.	No	
MDB	Drywall/Compound/Tape	Orig. Bldg – 1st Floor – East Central Rm & Attic – East Room	1,500 S.F.	No	
MFD	Linoleum – Blue & Beige	Orig. Bldg. – 1st Floor – Kitchen & Jail Bathrooms	375 S.F.	Yes	
MFE	Linoleum – Beige 6" Pattern	Orig Bldg. – 1st Kitchen	110 S.F.	No	
MFF	9"x9" Floor Tile/Mastic – Gray	Orig. Bldg. – 1st Floor Jail Cell Holding Area	260 S.F.	Yes	
MFG	9"x9" Linoleum – Red	Orig. Bldg – 2nd Floor – Bathroom	30 S.F.	No	
MFH	12"x12" Floor Tile – Red Brick	Orig. Bldg. – Attic	450 S.F.	Yes	
MMB	Exterior Window Glazing	Orig. Bldg. – Exterior – Windows	20 Windows	Yes	
MMD	Boiler Door Insulation	Orig. Bldg. – Basement	6 S.F.	No	
MME	Boiler Interior Fire Brick	Orig. Bldg. – Basement	35 S.F.	Assumed	
MRB	Asphalt Roofing Shingles	Orig. Bldg. – Roof	2,500 S.F.	No	

STAT Analysis Corporation
2242 West Harrison St., Suite 200, Chicago, IL 60612-3766
Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATAnalysis.com
AIHA Accreditation # 101160 ; NVLAP Lab Code # 101202-0

NVLAP & AIHA ACCREDITED LABORATORY

ASBESTOS ANALYSIS BY POLARIZED LIGHT MICROSCOPY

Method: EPA-600/M4-82-020

POSIT

Midwest Environmental Consulting Serv., Inc.
4 Bonnie Lane
Yorkville, IL 60560
Phone: (630) 553-3989
Fax: (630) 553-3990

Client Reference: 08-09-449-INSP
Location: 110 W Madison St., Yorkville, IL
STAT Batch No.: 280586
STAT Client No.: 244

Date Received: 09/30/2008
Date Analyzed: 10/06/2008
Date Reported: 10/06/2008
Turn Around Time: 5 Days

Laboratory Sample	Client Sample Number	Asbestos Components (%)	Non-Asbestos Components (%)
280586001	MDA-1	ND	Cellulose 5-10% Binder 90-95%
280586002	MDA-2	ND	Cellulose 5-10% Binder 90-95%
280586003	MDA-3	ND	Cellulose 5-10% Binder 90-95%
280586004	MBA-1	ND	Binder 99-100%
280586005	MBA-2	ND	Binder 99-100%
280586006	MBA-3	ND	Binder 99-100%
280586007	MBA-1M	ND	Binder 99-100%
280586008	MBA-2M	ND	Binder 99-100%
280586009	MBA-3M	ND	Binder 99-100%
280586010	MBB-1	ND	Binder 99-100%
280586011	MBB-2	ND	Binder 99-100%
280586012	MBB-3	ND	Binder 99-100%
280586013	MBB-1M	ND	Binder 99-100%
280586014	MBB-2M	ND	Binder 99-100%
280586015	MBB-3M	ND	Binder 99-100%

ND = Asbestos Not Detected. NA = Not Analyzed NS = Not Submitted

The use of the NVLAP logo does not imply endorsement by NVLAP or any agency of the US Government.

The information contained in this report and any attachments is confidential information intended only for the use of the individual or entities named above. The results of this report relate only to the samples tested. If you have received this report in error, please notify us immediately by phone. This report shall not be reproduced, except in its entirety, unless written approval has been obtained from the laboratory.

Analyzed by Name: Henry Robatean / Microscopist Date: 10/06/2008

STAT Analysis Corporation
2242 West Harrison St., Suite 200, Chicago, IL 60612-3766
Tel: (312) 733-0551 Fax: (312) 733-2386 STATInfo@STATAnalysis.com
AIHA Accreditation # 101160 ; NVLAP Lab Code # 101202-0

NVLAP & AIHA ACCREDITED LABORATORY

ASBESTOS ANALYSIS BY POLARIZED LIGHT MICROSCOPY

Method: EPA-600/M4-82-020

Midwest Environmental Consulting Serv., Inc.
4 Bonnie Lane
Yorkville, IL 60560
Phone: (630) 553-3989
Fax: (630) 553-3990

Client Reference: 08-09-449-INSP
Location: 110 W Madison St., Yorkville, IL
STAT Batch No.: 280586
STAT Client No.: 244

Date Received: 09/30/2008
Date Analyzed: 10/06/2008
Date Reported: 10/06/2008
Turn Around Time: 5 Days

Laboratory Sample	Client Sample Number	Asbestos Components (%)	Non-Asbestos Components (%)
280586016	MFA-1	ND	Binder 99-100%
280586017	MFA-2	ND	Binder 99-100%
280586018	MFA-3	ND	Binder 99-100%
280586019	MFA-1M	ND	Binder 99-100%
280586020	MFA-2M	ND	Binder 99-100%
280586021	MFA-3M	ND	Binder 99-100%
280586022	MFB-1	Chrysotile 1-5%	Binder 95-99%
280586023	MFB-2	NA	
280586024	MFB-3	NA	
280586025	MFB-1M	ND	Binder 99-100%
280586026	MFB-2M	ND	Binder 99-100%
280586027	MFB-3M	ND	Binder 99-100%
280586028	MFC-1	Chrysotile 1-5%	Binder 95-99%
280586029	MFC-2	NA	
280586030	MFC-3	NA	
280586031	MFC-1M	Chrysotile 1-5%	Binder 95-99%
280586032	MFC-2M	NA	
280586033	MFC-3M	NA	

ND = Asbestos Not Detected. NA = Not Analyzed NS = Not Submitted

The use of the NVLAP logo does not imply endorsement by NVLAP or any agency of the US Government.

The information contained in this report and any attachments is confidential information intended only for the use of the individual or entities named above. The results of this report relate only to the samples tested. If you have received this report in error, please notify us immediately by phone. This report shall not be reproduced, except in its entirety, unless written approval has been obtained from the laboratory.

Analyzed by Name: Henry Robateau / Microscopist Date: 10/06/2008

STAT Analysis Corporation
2242 West Harrison St., Suite 200, Chicago, IL 60612-3766
Tel: (312) 733-0551 Fax: (312) 733-2386 STATInfo@STATAnalysis.com
AIHA Accreditation # 101160 ; NVLAP Lab Code # 101202-0

NVLAP & AIHA Environmental Lead and Industrial Hygiene ACCREDITED LABORATORY

ASBESTOS ANALYSIS BY POLARIZED LIGHT MICROSCOPY

Method: EPA-600/M4-82-020

Midwest Environmental Consulting Serv., Inc.
4 Bonnie Lane
Yorkville, IL 60560
Phone: (630) 553-3989
Fax: (630) 553-3990

Client Reference: 08-09-449-INSP
Location: 110 W Madison St., Yorkville, IL
STAT Batch No.: 280586
STAT Client No.: 244

Date Received: 09/30/2008
Date Analyzed: 10/06/2008
Date Reported: 10/06/2008
Turn Around Time: 5 Days

Laboratory Sample	Client Sample Number	Asbestos Components (%)	Non-Asbestos Components (%)
280586034	MMA-1	Chrysotile 1-5%	Binder 95-99%
280586035	MMA-2	NA	
280586036	MMA-3	NA	
280586037	MMC-1	ND	Binder 99-100%
280586038	MMC-2	ND	Binder 99-100%
280586039	MMC-3	ND	Binder 99-100%
280586040	MRA-1	Chrysotile 1-5%	Binder 95-99%
280586041	MRA-2	NA	
280586042	MRA-3	NA	
280586043	SPA-1	ND	Binder 90-95% Other 5-10%
280586044	SPA-2	ND	Binder 90-95% Other 5-10%
280586045	SPA-3	ND	Binder 90-95% Other 5-10%
280586046	SPA-4	ND	Binder 90-95% Other 5-10%
280586047	SPA-5	ND	Binder 90-95% Other 5-10%

ND = Asbestos Not Detected. NA = Not Analyzed NS = Not Submitted

The use of the NVLAP logo does not imply endorsement by NVLAP or any agency of the US Government.

The information contained in this report and any attachments is confidential information intended only for the use of the individual or entities named above. The results of this report relate only to the samples tested. If you have received this report in error, please notify us immediately by phone. This report shall not be reproduced, except in its entirety, unless written approval has been obtained from the laboratory.

Analyzed by Name: Henry Robateau / Microscopist Date: 10/06/2008

STAT Analysis Corporation
2242 West Harrison St., Suite 200, Chicago, IL 60612-3766
Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATAnalysis.com
AIHA Accreditation # 101160 ; NVLAP Lab Code # 101202-0

NVLAP & AIHA ACCREDITED LABORATORY

ASBESTOS ANALYSIS BY POLARIZED LIGHT MICROSCOPY

Method: EPA-600/M4-82-020

Midwest Environmental Consulting Serv., Inc.
4 Bonnie Lane
Yorkville, IL 60560
Phone: (630) 553-3989
Fax: (630) 553-3990

Client Reference: 08-09-449-INSP
Location: 110 W Madison St., Yorkville, IL
STAT Batch No.: 280586
STAT Client No.: 244

Date Received: 09/30/2008
Date Analyzed: 10/06/2008
Date Reported: 10/06/2008
Turn Around Time: 5 Days

Laboratory Sample	Client Sample Number	Asbestos Components (%)	Non-Asbestos Components (%)
280586048	SPA-6	ND	Binder 90-95% Other 5-10%
280586049	SPA-7	ND	Binder 90-95% Other 5-10%
280586050	SPA-8	ND	Binder 90-95% Other 5-10%
280586051	SPA-9	ND	Binder 90-95% Other 5-10%
280586052	TPA-1	Chrysotile 10-15%	Binder 85-90%
280586053	TPA-2	NA	
280586054	TPA-3	NA	
280586055	MCA-1	ND	Cellulose 5-10% Binder 90-95%
280586056	MCA-2	ND	Cellulose 5-10% Binder 90-95%
280586057	MCA-3	ND	Cellulose 5-10% Binder 90-95%
280586058	MCB-1	ND	Cellulose 95-99% Binder 1-5%

ND = Asbestos Not Detected. NA = Not Analyzed NS = Not Submitted

The use of the NVLAP logo does not imply endorsement by NVLAP or any agency of the US Government.

The information contained in this report and any attachments is confidential information intended only for the use of the individual or entities named above. The results of this report relate only to the samples tested. If you have received this report in error, please notify us immediately by phone. This report shall not be reproduced, except in its entirety, unless written approval has been obtained from the laboratory.

Analyzed by Name: Henry Robateau / Microscopist Date: 10/06/2008

STAT Analysis Corporation
2242 West Harrison St., Suite 200, Chicago, IL 60612-3766
Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATAnalysis.com
AIHA Accreditation # 101160 ; NVLAP Lab Code # 101202-0

NVLAP & AIHA Environmental Lead and Industrial Hygiene ACCREDITED LABORATORY

ASBESTOS ANALYSIS BY POLARIZED LIGHT MICROSCOPY

Method: EPA-600/M4-82-020

Midwest Environmental Consulting Serv., Inc.
4 Bonnie Lane
Yorkville, IL 60560
Phone: (630) 553-3989
Fax: (630) 553-3990

Client Reference: 08-09-449-INSP
Location: 110 W Madison St., Yorkville, IL
STAT Batch No.: 280586
STAT Client No.: 244

Date Received: 09/30/2008
Date Analyzed: 10/06/2008
Date Reported: 10/06/2008
Turn Around Time: 5 Days

Laboratory Sample	Client Sample Number	Asbestos Components (%)	Non-Asbestos Components (%)
280586059	MCB-2	ND	Cellulose 95-99% Binder 1-5%
280586060	MCB-3	ND	Cellulose 95-99% Binder 1-5%
280586061	MCC-1	ND	Cellulose 95-99% Binder 1-5%
280586062	MCC-2	ND	Cellulose 95-99% Binder 1-5%
280586063	MCC-3	ND	Cellulose 95-99% Binder 1-5%
280586064	MCD-1	ND	Cellulose 20-25% Binder 75-80%
280586065	MCD-2	ND	Cellulose 20-25% Binder 75-80%
280586066	MCD-3	ND	Cellulose 20-25% Binder 75-80%
280586067	MCE-1	ND	Cellulose 95-99% Binder 1-5%
280586068	MCE-2	ND	Cellulose 95-99% Binder 1-5%

ND = Asbestos Not Detected. NA = Not Analyzed NS = Not Submitted

The use of the NVLAP logo does not imply endorsement by NVLAP or any agency of the US Government.

The information contained in this report and any attachments is confidential information intended only for the use of the individual or entities named above. The results of this report relate only to the samples tested. If you have received this report in error, please notify us immediately by phone. This report shall not be reproduced, except in its entirety, unless written approval has been obtained from the laboratory.

Analyzed by Name: Henry Robateau / Microscopist

Date: 10/06/2008

STAT Analysis Corporation
2242 West Harrison St., Suite 200, Chicago, IL 60612-3766
Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATAnalysis.com
AIHA Accreditation # 101160 ; NVLAP Lab Code # 101202-0

NVLAP & AIHA Environmental Lead and Industrial Hygiene Program ACCREDITED LABORATORY

ASBESTOS ANALYSIS BY POLARIZED LIGHT MICROSCOPY

Method: EPA-600/M4-82-020

Midwest Environmental Consulting Serv., Inc.
4 Bonnie Lane
Yorkville, IL 60560
Phone: (630) 553-3989
Fax: (630) 553-3990

Client Reference: 08-09-449-INSP
Location: 110 W Madison St., Yorkville, IL
STAT Batch No.: 280586
STAT Client No.: 244

Date Received: 09/30/2008
Date Analyzed: 10/06/2008
Date Reported: 10/06/2008
Turn Around Time: 5 Days

Laboratory Sample	Client Sample Number	Asbestos Components (%)	Non-Asbestos Components (%)
280586069	MCE-3	ND	Cellulose 95-99% Binder 1-5%
280586070	MDB-1	ND	Cellulose 5-10% Binder 90-95%
280586071	MDB-2	ND	Cellulose 5-10% Binder 90-95%
280586072	MDB-3	ND	Cellulose 5-10% Binder 90-95%
280586073	MFD-1	Chrysotile 5-10%	Binder 90-95%
280586074	MFD-2	NA	
280586075	MFD-3	NA	
280586076	MFE-1	ND	Binder 99-100%
280586077	MFE-2	ND	Binder 99-100%
280586078	MFE-3	ND	Binder 99-100%
280586079	MFF-1	Chrysotile 5-10%	Binder 90-95%
280586080	MFF-2	NA	
280586081	MFF-3	NA	
280586082	MFF-1M	Chrysotile 1-5%	Binder 95-99%
280586083	MFF-2M	NA	

ND = Asbestos Not Detected. NA = Not Analyzed NS = Not Submitted

The use of the NVLAP logo does not imply endorsement by NVLAP or any agency of the US Government.

The information contained in this report and any attachments is confidential information intended only for the use of the individual or entities named above. The results of this report relate only to the samples tested. If you have received this report in error, please notify us immediately by phone. This report shall not be reproduced, except in its entirety, unless written approval has been obtained from the laboratory.

Analyzed by Name: Henry Robateau / Microscopist Date: 10/06/2008

STAT Analysis Corporation
2242 West Harrison St., Suite 200, Chicago, IL 60612-3766
Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATAnalysis.com
AIHA Accreditation # 101160 ; NVLAP Lab Code # 101202-0

NVLAP & AIHA ACCREDITED LABORATORY

ASBESTOS ANALYSIS BY POLARIZED LIGHT MICROSCOPY

Method: EPA-600/M4-82-020

Midwest Environmental Consulting Serv., Inc.
4 Bonnie Lane
Yorkville, IL 60560
Phone: (630) 553-3989
Fax: (630) 553-3990

Client Reference: 08-09-449-INSP
Location: 110 W Madison St., Yorkville, IL
STAT Batch No.: 280586
STAT Client No.: 244

Date Received: 09/30/2008
Date Analyzed: 10/06/2008
Date Reported: 10/06/2008
Turn Around Time: 5 Days

Laboratory Sample	Client Sample Number	Asbestos Components (%)	Non-Asbestos Components (%)
280586084	MFF-3M	NA	
280586085	MFG-1	ND	Binder 99-100%
280586086	MFG-2	ND	Binder 99-100%
280586087	MFG-3	ND	Binder 99-100%
280586088	MFH-1	Chrysotile 1-5%	Binder 95-99%
280586089	MFH-2	NA	
280586090	MFH-3	NA	
280586091	MFH-1M	Chrysotile 1-5%	Binder 95-99%
280586092	MFH-2M	NA	
280586093	MFH-3M	NA	
280586094	MMB-1	Chrysotile 1-5%	Binder 95-99%
280586095	MMB-2	NA	
280586096	MMB-3	NA	
280586097	MMD-1	ND	Binder 90-95% Other 5-10%
280586098	MMD-2	ND	Binder 90-95% Other 5-10%

ND = Asbestos Not Detected. NA = Not Analyzed NS = Not Submitted

The use of the NVLAP logo does not imply endorsement by NVLAP or any agency of the US Government.

The information contained in this report and any attachments is confidential information intended only for the use of the individual or entities named above. The results of this report relate only to the samples tested. If you have received this report in error, please notify us immediately by phone. This report shall not be reproduced, except in its entirety, unless written approval has been obtained from the laboratory.

Analyzed by Name: Henry Robateau/ Microscopist

Date: 10/06/2008

STAT Analysis Corporation
2242 West Harrison St., Suite 200, Chicago, IL 60612-3766
Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATAnalysis.com
AIHA Accreditation # 101160 ; NVLAP Lab Code # 101202-0

NVLAP & AIHA ACCREDITED LABORATORY

ASBESTOS ANALYSIS BY POLARIZED LIGHT MICROSCOPY

Method: EPA-600/M4-82-020

Midwest Environmental Consulting Serv., Inc.
4 Bonnie Lane
Yorkville, IL 60560
Phone: (630) 553-3989
Fax: (630) 553-3990

Client Reference: 08-09-449-INSP
Location: 110 W Madison St., Yorkville, IL
STAT Batch No.: 280586
STAT Client No.: 244

Date Received: 09/30/2008
Date Analyzed: 10/06/2008
Date Reported: 10/06/2008
Turn Around Time: 5 Days

Laboratory Sample	Client Sample Number	Asbestos Components (%)	Non-Asbestos Components (%)
280586099	MMD-3	ND	Binder 90-95% Other 5-10%
280586100	MRB-1	ND	Cellulose 5-10% Binder 80-85% Glass 5-10%
280586101	MRB-2	ND	Cellulose 5-10% Binder 80-85% Glass 5-10%
280586102	MRB-3	ND	Cellulose 5-10% Binder 80-85% Glass 5-10%

ND = Asbestos Not Detected. NA = Not Analyzed NS = Not Submitted

The use of the NVLAP logo does not imply endorsement by NVLAP or any agency of the US Government.

The information contained in this report and any attachments is confidential information intended only for the use of the individual or entities named above. The results of this report relate only to the samples tested. If you have received this report in error, please notify us immediately by phone. This report shall not be reproduced, except in its entirety, unless written approval has been obtained from the laboratory.

Analyzed by Name: Henry Robateau / Microscopist

Date: 10/06/2008

STAT Analysis Corporation
2242 W. Harrison, Suite 200, Chicago, Illinois 60612 Phone: (312) 733-0551 Fax: (312) 733-2386
e-mail address: STATInfo@STATAnalysis.com AIHA accredited 101160 NVLAP accredited 101202-0

NVLAP ACCREDITED LABORATORY

CHAIN OF CUSTODY RECORD

Page: 1 of 7

Client: Midwest Environmental Consulting Services, Inc.
Street Address: 4 Bonnie Ln
City, State, Zip: Yorkville IL 60560
Phone: 630-553-3989
Fax: 630-553-3990
e-mail/Alt. Fax:
Project Number: 08-09-449-INSP
Project Name: Former Kendall County Jail
Project Location: 110 W. Madison St, Yorkville IL
Project Manager: Stephen Herwin
P.O. Number:

Turn Around: Immediate ☐ 4 Hrs ☐ 8 Hrs ☐ 12 Hrs ☐ 24 Hrs ☐ 48 Hrs ☐ 72 Hrs ☐ 5 Days ☒
Date Due: 10/6/08 Time Due: 4:00 PM Note: Not all turn around times are available for all analysis.

Batch No.: 280586
Samples Acceptable: Yes ☒ No ☐
Checked by (Initial/Date): 9/26/08
QC by (Initial/Date): 9/30/08
Reported By (Initial/Date/Time Verified):
Comments:

Relinquished by: [signature] Date/Time: 9/29/08 1:00 PM
Received by: [signature] Date/Time: 9/29/08 1:15
Relinquished by: Date/Time
Received by: Date/Time:
Relinquished by: Date/Time:
Received by: Date/Time:

Client Sample Number/Description	Date Taken	Time On	Time Off	Rate (lpm)	Volume (Liters)	Area Wiped (ft²)	Laboratory Sample No.	PCM Asbestos	PLM Asbestos (Bulk)	PLM Point Count	TEM Air Asbestos	TEM Bulk Asbestos	TEM Qualitative Ash	TEM Microvac Ash	TEM Wipe	Other
MDA-1 Drywall/Compound/Tape	9/26/08								X							
-2																
-3																
MBA-1 Vinyl Wall Base/Mastic-Gray																
-2																
-3																
MBB-1 Vinyl Wall Base/Mastic-Brown																
-2																
-3																
MFA-1 12"X12" Floor Tile/Mastic-Gray Flecks																
-2																
-3																
MFB-1 12"X12 Floor Tile/Mastic-Light Gray Flecks									↓							

Comments: Stop at First Positive
For ALL HA's - Only MDA through MRA (Pages 1 & 2) → Garage Addition
SPA through MRB (Pages 3 through 7) → Original Building.

3127332386 P.016
STAT ANALYSIS
OCT-07-2008 08:26

STAT Analysis Corporation
2242 W. Harrison, Suite 200, Chicago, Illinois 60612 Phone: (312) 733-0551 Fax: (312) 733-2386
e-mail address: STATinfo@STATAnalysis.com AIHA accredited 101160 NVLAP accredited 101202-0

NVLAP ACCREDITED LABORATORY

CHAIN OF CUSTODY RECORD

Page: 2 of 7

P.017 3127332386 STAT ANALYSIS 08:27 OCT-07-2008

Client: Midwest Environmental Consulting Services Inc.
Street Address: 4 Bonnie Ln
City, State, Zip: Yorkville IL 60560
Phone: 630-553-3989
Fax: 630-553-3990
e-mail/Alt. Fax:
Project Number: 08-09-449-INSP
Project Name: Former Kendall County Jail
Project Location: 110 W. Madison St. Yorkville
Project Manager: Stephen Menvin
P.O. Number:

Turn Around: Immediate: ☐ 4 Hrs: ☐ 8 Hrs: ☐ 12 Hrs: ☐ 24 Hrs: ☐ 48 Hrs: ☐ 72 Hrs: ☐ 5 Days: ☒
Date Due: Time Due:
Note: Not all turn around times are available for all analysis.

Batch No.: 280586
Samples Acceptable: Yes: ☒ No: ☐
Checked by (Initial/Date): 10/6/08
QC by (Initial/Date):
Reported By (Initial/Date/Time/Method):
Comments:

Relinquished by: Stephen Menvin Date/Time: 9/29/08 1200 PM
Received by: [illegible] Date/Time: 9/30/08 8:15
Relinquished by: Date/Time:
Received by: Date/Time:
Relinquished by: Date/Time:
Received by: Date/Time:

Client Sample Number/Description	Date Taken	Time On	Time Off	Rate (lpm)	Volume (Liters)	Area Wiped (ft²)	Laboratory Sample No.	PCM Asbestos	PLM Asbestos (Bulk)	PLM Point Count	TEM Air Asbestos	TEM Bulk Asbestos	TEM Gravimetric Anb.	TEM Microvac Anb.	TEM Wipe	Other:
MFB-2									X							
-3																
MFC-1 9"x9" Floor Tile/Mastic-Gray																
-2																
-3																
MMA-1 Exterior Window Glazing																
-2																
-3																
MMC-1 Floor Leveler																
-2																
-3																
MRA-1 Asphalt Roofing Shingles w/Paper																
-2,3																

Comments:

STAT Analysis Corporation
2242 W. Harrison, Suite 200, Chicago, Illinois 60612 Phone: (312) 733-0551 Fax: (312) 733-2386
e-mail address: STATinfo@STATAnalysis.com AIHA accredited 101180 NVLAP accredited 101302-0

CHAIN OF CUSTODY RECORD

NVLAP ACCREDITED LABORATORY

Client:	Midwest Environmental Consulting Services LLC
Street Address:	4 Bonnie Ln
City, State, Zip:	Yorkville IL 60560
Phone:	630-553-3989
Fax:	630-553-3990
e-mail/Alt. Fax:	
Project Number:	08-09-449-INSP
Project Name:	Former Kendall County Jail
Project Location:	10 W. Madison St Yorkville IL
Project Manager:	Stephen Mearin
P.O. Number:	

Turn Around: Immediate ☐ 4 Hrs ☐ 8 Hrs ☐ 12 Hrs ☐ 24 Hrs ☐ 48 Hrs ☐ 72 Hrs ☐ 5 Days ☒

Date Due: Time Due:

Note: Not all turn around times are available for all analysis

Batch No.: 280586

Samples Acceptable: Yes ☒ No ☐

Checked by (Initial/Date): [illegible] 10/6/08

QC by (Initial/Date):

Reported By (Initial/Date/Time/Method):

Comments:

Relinquished by:	[illegible]	Date/Time:	9/29/08, 1700 PM
Received by:	[illegible]	Date/Time:	9/30/08
Relinquished by:		Date/Time:	
Received by:		Date/Time:	
Relinquished by:		Date/Time:	
Received by:		Date/Time:	

Client Sample Number/Description	Date Taken	Time On	Time Off	Rate (lpm)	Volume (Liters)	Area Wiped (ft²)	Laboratory Sample No.	PCM Asbestos	PLM Asbestos (Bulk)	PLM Point Count	TEM Air Asbestos	TEM Bulk Asbestos	TEM Qualitative Asb.	TEM Microvac Asb.	TEM Wipe	Other:
SPA-1 Plaster									X							
-2																
-3																
-4																
-5																
-6																
-7																
-8																
-9																
TPA-1 Mag Block Pipe Insulation																
-2																
-3																
MCA-1 2'X4' Ceiling Tile-Gypsum									V							

Comments:

3127332386 P.018
STAT ANALYSIS 08:27
OCT-07-2008

STAT Analysis Corporation
2242 W. Harrison, Suite 200, Chicago, Illinois 60612 Phone: (312) 733-0551 Fax: (312) 733-2386
e-mail address: STATinfo@STATAnalysis.com AIHA accredited 101160 NVLAP accredited 101202-0

NVLAP — AIHA ACCREDITED LABORATORY

CHAIN OF CUSTODY RECORD

Page: 4 of 7

Client: Midwest Environmental Consulting Services, Inc.
Street Address: 4 Bonnie Ln
City, State, Zip: Yorkville IL 60560
Phone: 630-553-3989
Fax: 630-553-3990
e-mail/Alt. Fax:
Project Number: 08-09-449-INSP
Project Name: Former Kendall County Jail
Project Location: 110 W. Madison St. Yorkville
Project Manager: Stephen Merwin
P.O. Number:

Turn Around: Same/Next: ☐ 4 Hrs: ☐ 8 Hrs: ☐ 12 Hrs: ☐ 24 Hrs: ☐ 48 Hrs: ☐ 72 Hrs: ☐ 5 Days: ☒
Date Due: Time Due:
Note: Not all turn around times are available for all analysis.

FOR LABORATORY USE ONLY
Batch No.: 280586
Samples Acceptable: Yes: ☐ No: ☐
Checked by (Initial/Date): 9/24/08
QC by (Initial/Date):
Reported By (Initial/Date/Time/Method):
Comments:

Relinquished by: [illegible] Date/Time: 9/24/08 1:00PM
Received by: [illegible] Date/Time: 9/25/08 8:15
Relinquished by: Date/Time:
Received by: Date/Time:
Relinquished by: Date/Time:
Received by: Date/Time:

Client Sample Number/Description:	Date Taken	Time On	Time Off	Rate (lpm)	Volume (Liters)	Area Wiped (ft^2)	Laboratory Sample No:	PCM Asbestos	PLM Asbestos (Bulk)	PLM Point Count	TEM Air Asbestos	TEM Bulk Asbestos	TEM Gravimetric Ash	TEM Microvac Ash	TEM Water	Other:
MCA-2									X							
-3																
MCB-1 2'X4' Ceiling Tile-Smooth																
-2																
-3																
MCC-1 2'X4' Ceiling Tile-Bird's Feet																
-2																
-3																
MCD-1 1'X1' Spline Ceiling Tile-White w/Fissures																
-2																
-3																
MCE-1 1'X1' Spline Ceiling Tile-White Square Pattern																
-2																

Comments:

P.019
3127332386
STAT ANALYSIS
08:27
OCT-07-2008

STAT Analysis Corporation
2242 W. Harrison, Suite 200, Chicago, Illinois 60612 Phone: (312) 733-0551 Fax: (312) 733-2386
e-mail address: STATinfo@STATAnalysis.com AIHA accredited 101160 NVLAP accredited 101207-0

NVLAP

CHAIN OF CUSTODY RECORD

Page: 5 of 7

Client: Midwest Environmental Consulting Services Inc
Street Address: 4 Bonnie LN
City, State, Zip: Yorkville IL 60560
Phone: 630-553-3989
Fax: 630-553-3990
e-mail/Alt Fax:
Project Number: 08-09-449-INSP
Project Name: Former Kendall County Jail
Project Location: 10 W. Madison St. Yorkville IL
Project Manager: Stephen Mervin
P.O. Number:

Turn Around: Immediate ☐ 4 Hrs ☐ 8 Hrs ☐ 12 Hrs ☐ 24 Hrs ☐ 48 Hrs ☐ 72 Hrs ☐ 5 Days ☒
Date Due: Time Due:
Note: Not all turn around times are available for all analysis.

Batch No.: 280586
Samples Acceptable: Yes ☒ No ☐
Checked by (Initial/Date): wl/09
QC by (Initial/Date):
Reported By (Initial/Date/Time/Method):
Comments:

Relinquished by: [signature] Date/Time: 9/29/08 12:00 pm
Received by: [signature] Date/Time: 9/30/08 8:15
Relinquished by: Date/Time:
Received by: Date/Time:
Relinquished by: Date/Time:
Received by: Date/Time:

Client Sample Number/Description	Date Taken	Time On	Time Off	Rate (lpm)	Volume (Liters)	Area Wiped (ft²)	Laboratory Sample No.	PCM Asbestos	PLM Asbestos (Bulk)	PLM Point Count	TEM Air Asbestos	TEM Bulk Asbestos	TEM Gravimetric Ash	TEM Microvac Asb	TEM Wipe	Other
MCE-3									X							
MDB-1 Drywall/Repair/Tape/Float																
-2																
-3																
MFD-1 Linoleum - Blue & Beige																
-2																
-3																
MFE-1 Linoleum - Beige 6" Square Pattern																
-2																
-3																
MFF-1 9"X9" Floor Tile/Mastic - Gray																
-2																
-3																

Comments:

P.020 3127332386 STAT ANALYSIS 08:27 OCT-07-2008

STAT Analysis Corporation
2242 W. Harrison, Suite 200, Chicago, Illinois 60612 Phone: (312) 733-0551 Fax: (312) 733-2386
e-mail address: STATinfo@STATAnalysis.com AIHA accredited 101160 NVLAP accredited 101202-0

NVLAP — ACCREDITED LABORATORY

CHAIN OF CUSTODY RECORD

Page: 6 of 7

Client: Midwest Environmental Consulting Services Inc.
Street Address: 4 Bonnie Ln
City, State, Zip: Yorkville IL 60560
Phone: 630-553-3989
Fax: 630-553-3990
e-mail/Alt. Fax:
Project Number: 08-09-449-INSP
Project Name: Former Kendall County Jail
Project Location: 110 W. Madison St. Yorkville IL
Project Manager: Stephen Merwin
P.O. Number:

Turn Around: Immediate ☐ 4 Hrs ☐ 8 Hrs ☐ 12 Hrs ☐ 24 Hrs ☐ 48 Hrs ☐ 72 Hrs ☐ 5 Days ☒
Date Due: Time Due:
Note: Not all turnaround times are available for all analysis.

FOR LABORATORY USE ONLY
Batch No.: 280586
Samples Acceptable: Yes ☒ No ☐
Checked by (Initial/Date): 10/6/08
QC by (Initial/Date):
Reported By (Initial/Date/Time/Method):
Comments:

Relinquished by: [signature] Date/Time: 9/29/08 1:00 PM
Received by: [signature] Date/Time: 9/30/08 8:15
Relinquished by: Date/Time:
Received by: Date/Time:
Relinquished by: Date/Time:
Received by: Date/Time:

Client Sample Number/Description	Date Taken	Time On	Time Off	Rate (lpm)	Volume (Liters)	Area Wiped (ft²)	Laboratory Sample No.	PCM Asbestos	PLM Asbestos (Bulk)	PLM Point Count	TEM Air Asbestos	TEM Bulk Asbestos	TEM Gravimetric Ash	TEM Microvac Ash	TEM Wipe	Other:
MFG-1 9"X9" Linoleum-Red									X							
-2																
-3																
MFH-1 12"X12" Floor Tile-Red Back																
-2																
-3																
MMB-1 Exterior Window Glazing																
-2																
-3																
MMD-1 Boiler Door Insulation																
-2																
-3																
MRB-1 Asphalt Roofing Shingles																

Comments:

OCT-07-2008 08:28 STAT ANALYSIS 3127332386 P.021

STAT Analysis Corporation

2242 W. Harrison, Suite 200, Chicago, Illinois 60612 Phone: (312) 733-0551 Fax: (312) 733-2386
e-mail address: STATinfo@STATAnalysis.com AIHA accredited 101360 NVLAP accredited 101302-0

NVLAP ACCREDITED LABORATORY

CHAIN OF CUSTODY RECORD

Page: 7 of 7

Client: Midwest Environmental Consulting Services, Inc.
Street Address: 4 Bonnie Ln
City, State, Zip: Yorkville IL 60560
Phone: 630-553-3989
Fax: 630-553-3990
e-mail/Alt. Fax:
Project Number: 08-09-449-INSP
Project Name: Former Kendall County Jail
Project Location: 110 W. Madison St. Yorkville IL
Project Manager: Stephen Menusin
P.O. Number:

Turn Around: Immediate ☐ 4 Hrs ☐ 8 Hrs ☐ 12 Hrs ☐ 24 Hrs ☐ 48 Hrs ☐ 72 Hrs ☐ 5 Days ☒
Date Due: Time Due:
Note: Not all turn around times are available for all analysis.

Batch No.: 280586
Samples Acceptable: Yes ☑ No ☐
Checked by (Initial/Date): 10/6/08
QC by (Initial/Date):
Reported By (Initial/Date/Time/Method):
Comments:

Relinquished by: [signature] Date/Time: 9/29/08 12:00pm
Received by: [signature] Date/Time: 9/30/08 8:45
Relinquished by: Date/Time:
Received by: Date/Time:
Relinquished by: Date/Time:
Received by: Date/Time:

Client Sample Number/Description	Date Taken	Time On	Time Off	Rate (lpm)	Volume (Liters)	Area Wiped (ft²)	Laboratory Sample No.	PCM Asbestos	PLM Asbestos (Bulk)	PLM Point Count	TEM Air Asbestos	TEM Bulk Asbestos	TEM Gravimetric Ash	TEM Micrvac Ash	TEM Water	Other:
MRB-2									X							
-3									↓							

Comments:

IDPH **ASBESTOS PROFESSIONAL LICENSE**

ID NUMBER	ISSUED	EXPIRES
100 - 02871	3/23/2017	05/15/2018

STEPHEN D MERWIN

[redacted]

Environmental Health

ENDORSEMENTS	TC EXPIRES
INSPECTOR	8/5/2017
MANAGEMENT PLANNER	11/7/2017
PROJECT MANAGER	8/6/2017
AIR SAMPLING PROFESSIONAL	

Alteration of this license shall result in legal action
This license issued under authority of the State of Illinois Department of Public Health
This license is valid only when accompanied by a valid training course certificate.

2017

OCCUPATIONAL TRAINING & SUPPLY, INC.

7233 S. Adams Street ♦ Willowbrook, IL 60527 ♦ (630) 655-3900 ♦ www.otssafety.com

Asbestos Building Inspector Refresher

Occupational Training & Supply, Inc. certifies that

Stephen Merwin

has successfully completed the Asbestos Building Inspector Refresher course and has passed the competency exam with a minimum score of 70%. The course is accredited by the Illinois Department of Public Health and Indiana Department of Environmental Management for purposes of accreditation in accordance with EPA 40 CFR 763, Asbestos Hazard Emergency response Act (AHERA) and TSCA Title II.

Course Date: 8/4/2017

Exam Date: 8/4/2017

Expiration Date: 8/4/2018

Certificate Number: BIR1708043783

Kathy DeSalvo, Director

UNITED STATES DEPARTMENT OF COMMERCE
National Institute of Standards and Technology
Gaithersburg, Maryland 20899

June 4, 2008

Dr. Pinaki Banerjee
HI-TEK Environmental, Inc. dba.
STAT Analysis Corporation
2242 W. Harrison
Chicago, IL 60612

NVLAP Lab Code: 101202-0

Dear Dr. Banerjee:

I am pleased to inform you that continuing accreditation for specific test methods in Bulk Asbestos Fiber Analysis (PLM) is granted to your organization under the National Voluntary Laboratory Accreditation Program (NVLAP). This accreditation is effective until June 30, 2009, provided that your organization continues to comply with accreditation requirements contained in the NVLAP Procedures.

Your Certificate of Accreditation is enclosed along with a statement of your Scope of Accreditation. You may reproduce these documents in their entirety and announce your organization's accreditation status using the NVLAP logo in business publications, the trade press, and other business-oriented literature. Accreditation does not relieve your organization from observing and complying with any applicable existing laws and/or regulations.

We are pleased to have you participate in NVLAP and look forward to your continued association with this program. If you have any questions concerning your NVLAP accreditation, please direct them to Thomas R. Davis, Sr. Program Manager, Laboratory Accreditation Program, National Institute of Standards and Technology, 100 Bureau Dr. Stop 2140, Gaithersburg, MD 20899-2140; (301) 975-4016.

Sincerely,

Sally S. Bruce

Sally S. Bruce, Chief
Laboratory Accreditation Program

Enclosure(s)

NVLAP® National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

STAT Analysis Corporation
STAT Analysis Corporation
2242 W. Harrison
Chicago, IL 60612
Dr. Pinaki Banerjee
Phone: 312-733-0551 Fax: 312-733-2386
E-Mail: Pbanerjee@STATAnalysis.com
URL: http://www.STATAnalysis.com

BULK ASBESTOS FIBER ANALYSIS (PLM) **NVLAP LAB CODE 101202-0**

NVLAP Code	*Designation / Description*
18/A01	EPA-600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples

2008-07-01 through 2009-06-30
Effective dates

For the National Institute of Standards and Technology

NVLAP-01S (REV. 2005-05-19)

United States Department of Commerce
National Institute of Standards and Technology

NVLAP®

Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 101202-0

STAT Analysis Corporation

Chicago, IL

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

BULK ASBESTOS FIBER ANALYSIS

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated 18 June 2005).

2008-07-01 through 2009-06-30

Effective dates

Sally S. Bruce

For the National Institute of Standards and Technology

NVLAP-01C (REV. 2006-09-13)

Midwest Environmental Consulting Services, Inc.

Consultants ◄ Engineers ◄ Scientists

LEAD–BASED PAINT INSPECTION

Performed For:

CITY OF YORKVILLE
800 Game Farm Road
Yorkville, IL 60560

Project Location:

FORMER KENDALL COUNTY JAIL
110 W. Madison Street
Yorkville, IL 60560

Inspection Date: September 26, 2008
Report Date: July 6, 2018

MEC Project #: 18-07-447-INSP

Yorkville Location
2551 N. Bridge St.
Yorkville, IL 60560
P: (630) 553-3989
F: (630) 553-3990

Peoria Location
3100 N. Knoxville Ave.
Suite 204
Peoria, IL 61603
P: (309) 621-4680
F: (309) 621-4690

CITY OF YORKVILLE

Former Kendall County Jail
110 W. Madison Street
Yorkville, IL 60560

Table of Contents
MEC Project #: 18-07-447-INSP

Lead-Based Paint Inspection Summary	*Section 1*
XRF Testing Results	*Section 2*
Performance Characteristic Sheets and Information	*Section 3*
Certifications, Licenses, and Accreditations	*Section 4*

Midwest Environmental Consulting Services, Inc.
2551 N. Bridge Street
Yorkville, Illinois 60560
(630) 553-3989 Fax (630) 553-3990

LEAD-BASED PAINT INSPECTION SUMMARY- Former Kendall County Jail, 110 W. Madison Street, Yorkville, IL 60560

This lead-based paint inspection is an investigation to identify lead-based paint on a surface-by-surface basis using non-HUD Protocols. Validation of sampling was accomplished based upon adherence to the standard calibration check protocol as outlined in the Performance Characteristic Sheet for the instrument. Calibration check readings are recorded on standard forms, and taken at the beginning of the inspection shift, at least every two hours during the inspection shift, at the end of each inspection shift when the instrument is shut down, and every time during the inspection shift that the instrument is turned off and then turned back on.

Lead-based paint and lead-based containing substances (1.0 mg/cm) were found on the following areas:

Interior: Walls – Walls (Original Jail Section)
Doors/Door Jamb/Door Casings – (Original)
Baseboards – (Original)
Radiators – (Original)
Window Systems – (Original)
Jail Ceiling – (Original)
Stair Systems – (Original)
Porch Window, Wall Trim, Ceiling & Door Systems (Original)

Exterior: Garage Door Trim - (Addition)
Garage Door – (Addition)
Porch Door,– (Original)
Porch Window – (Original)
Window Systems & Molding (Original)
Exterior Door Systems (Original)
Upper Facia – Near Roof (Original)

The lead-based paint was found to be in a poor peeling condition throughout and is a lead-based paint hazard. To remove the hazard and potential disturbance and exposure to lead to future contractors and/or persons accessing the area, all lead-based-paint and lead-based paint debris should be removed by an IDPH Licensed Lead Contractor using all applicable EPA and IDPH Lead Abatement Rules & Regulations.

Some of the remaining XRF test locations exhibited lead-in-paint levels below the level that EPA identifies as lead-based paint, 1.0 mg/cm^2. Such surfaces could create dust-lead or soil-lead hazards if the paint is turned into dust by abrasion, scraping, or sanding. Should these or any lead containing components or surfaces be disturbed in any manner that generates dust, care should be taken to limit its spread.

Testing was performed by Stephen Merwin, an Illinois licensed and certified risk assessor (L-009858), using the RMD Model LPA-1 XRF Unit. His credentials are provided in Section 4, Certifications, Licenses, and Accreditations. The XRF analyzer is designed to measure the lead content of surface coatings on a variety of building surfaces, substrates, and components. The measurement is rapid and nondestructive and, according to the

manufacturer, capable of detecting concentrations that occur within numerous layers of various surface coatings.

Please refer to the XRF Testing Results Section 2, for the detailed analytical testing results for each distinct area or unit inspected. The reports provide a complete testing data (Detailed Report), a summary of surfaces and components identified with lead-based paint coatings (Summary Report), a sequential report providing completing testing data in sequential order (Sequential Report) and a distribution report detailing the lead concentrations on specific components or surfaces (Distribution Report).

LEAD PAINT INSPECTION REPORT

REPORT NUMBER: 10/17/08 09:31

INSPECTION FOR:

Yorkville, IL 60560

PERFORMED AT: Old Kendall County Jail
110 W. Madison St.
Yorkville, IL 60560

INSPECTION DATE: 10/17/08

INSTRUMENT TYPE: R M D
MODEL LPA-1
XRF TYPE ANALYZER
Serial Number: 2787

ACTION LEVEL: 1.0 mg/cm²

OPERATOR LICENSE: L-009858

SIGNED: _____ Date: 10/17/08

SUMMARY REPORT OF LEAD PAINT INSPECTION FOR: Kendall County Facilities Mgmt.

Inspection Date:	10/17/08
Report Date:	10/17/2008
Abatement Level:	1.0
Report No.	10/17/08 09:31
Total Readings:	55 Actionable: 24
Job Started:	10/17/08 09:31
Job Finished:	10/17/08 10:27

Old Kendall County Jail
110 W. Madison St.
Yorkville, IL 60560

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm²)	Mode
Exterior Room 001 Exterior									
046	A	Window Sash	N/A		P	Wood	White	9.1	QM
047	A	Window Casin	N/A		P	Wood	White	9.9	QM
048	A	Siding	N/A		P	Wood	White	2.4	QM
	Porch								
049	A	Window Jamb	N/A		P	Wood	White	9.9	QM
052	A	Upper Facia	N/A		P	Cement	White	2.2	QM
050	D	Window Jamb	N/A		P	Wood	Black	9.9	QM
051	D	Door Jamb	N/A		P	Wood	Black	9.9	QM
	To Bsmt								
Interior Room 001 Garage									
004	A	Garage Door	N/A	Casing	P	Wood	White	7.5	QM
005	A	Garage Door	N/A		P	Wood	White	4.4	QM
Interior Room 002 Orig. Bldg									
020	A	Window Casin	N/A		P	Wood	Brown	9.9	QM
021	A	Window Sill	N/A		P	Wood	Brown	9.9	QM
025	A	Window Sash	N/A		P	Wood	Black	9.9	QM
	Porch								
024	A	Door	N/A	Jamb	P	Wood	Brown	9.9	QM
	Archway								
044	B	Wall Trim	N/A		P	Wood	White	9.9	QM
043	B	Ceiling	N/A		P	Wood	White	9.9	QM
	Porch								
016	C	Door Casing	N/A		P	Wood	Yellow	9.9	QM
027	C	Wall	N/A		P	Plaster	Blue	9.9	QM
028	C	Ceiling	N/A		P	Metal	Blue	9.9	QM
	Jail								
018	C	Door	N/A		P	Wood	Yellow	9.9	QM
030	D	Radiator	N/A		P	Metal	Blue	2.5	QM
031	D	Stair Tread	N/A		P	Metal	Blue	4.2	QM
	Jail								
033	D	Stair Tread	N/A		P	Wood	Green	9.9	QM
	Bsmt								
034	D	Wall	N/A		P	Metal	Brown	9.9	QM
036	D	Baseboard	N/A		P	Wood	Green	9.9	QM
Calibration Readings									

---- End of Readings ----

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR: Kendall County Facilities Mgmt.

Inspection Date:	10/17/08
Report Date:	10/17/2008
Abatement Level:	1.0
Report No.	10/17/08 09:31
Total Readings:	55
Job Started:	10/17/08 09:31
Job Finished:	10/17/08 10:27

Old Kendall County Jail
110 W. Madison St.
Yorkville, IL 60560

Read No.	Rm No.	Room Name	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm²)	Mode
1		CALIBRATION								1.3	TC
2		CALIBRATION								1.2	TC
3		CALIBRATION								1.2	TC
4	001	Garage	A	Garage Door	N/A	Casing	P	Wood	White	7.5	QM
5	001	Garage	A	Garage Door	N/A		P	Wood	White	4.4	QM
6	001	Garage	C	Wall	N/A		P	Drywall	White	-0.1	QM
7	001	Garage	D	Wall	N/A		F	Drywall	White	0.0	QM
8	001	Garage	D	Wall	N/A		F	Brick	Red	0.4	QM
9	001	Garage	D	Floor	N/A		F	Vinyl	Beige	0.2	QM
10	001	Garage	D	Baseboard	N/A		P	Vinyl	Brown	0.3	QM
11	001	Garage	D	Stair String	N/A		F	Metal	Gray	0.2	QM
12	001	Garage 2nd Floor	D	Floor	N/A		P	Carpet	Gray	0.0	QM
13	001	Garage	D	Door	N/A		F	Wood	Gray	0.3	QM
14	001	Garage 2nd Floor	B	Window Casin	N/A		F	Wood	Gray	-0.2	QM
15	001	Garage	C	Door Casing	N/A		F	Metal	Gray	-0.1	QM
16	002	Orig. Bldg	C	Door Casing	N/A		P	Wood	Yellow	9.9	QM
17	002	Orig. Bldg	C	Door	N/A		P	Wood	Yellow	0.0	QM
18	002	Orig. Bldg	C	Door	N/A		P	Wood	Yellow	9.9	QM
19	002	Orig. Bldg	A	Wall	N/A		P	Plaster	Yellow	0.4	QM
20	002	Orig. Bldg	A	Window Casin	N/A		P	Wood	Brown	9.9	QM
21	002	Orig. Bldg	A	Window Sill	N/A		P	Wood	Brown	9.9	QM
22	002	Orig. Bldg	A	Wall	N/A		P	Plaster	Green	0.4	QM
23	002	Orig. Bldg	A	Wall	N/A		P	Plaster	Green	0.0	QM
24	002	Orig. Bldg Archway	A	Door	N/A	Jamb	P	Wood	Brown	9.9	QM
25	002	Orig. Bldg Porch	A	Window Sash	N/A		P	Wood	Black	9.9	QM
26	002	Orig. Bldg	C	Wall	N/A		P	Plaster	Green	-0.2	QM
27	002	Orig. Bldg	C	Wall	N/A		P	Plaster	Blue	9.9	QM
28	002	Orig. Bldg Jail	C	Ceiling	N/A		P	Metal	Blue	9.9	QM
29	002	Orig. Bldg	D	Radiator	N/A		P	Metal	Gray	-0.2	QM
30	002	Orig. Bldg	D	Radiator	N/A		P	Metal	Blue	2.5	QM
31	002	Orig. Bldg Jail	D	Stair Tread	N/A		P	Metal	Blue	4.2	QM
32	002	Orig. Bldg	D	Wall	N/A		P	Concrete	Green	0.4	QM
33	002	Orig. Bldg Bsmt	D	Stair Tread	N/A		P	Wood	Green	9.9	QM
34	002	Orig. Bldg	D	Wall	N/A		P	Metal	Brown	9.9	QM
35	002	Orig. Bldg	D	Wall	N/A		P	Plaster	Green	0.0	QM
36	002	Orig. Bldg	D	Baseboard	N/A		P	Wood	Green	9.9	QM
37	002	Orig. Bldg	D	Wall	N/A		P	Drywall	Brown	0.5	QM
38	002	Orig. Bldg	D	Wall	N/A		P	Drywall	Brown	0.2	QM
39	002	Orig. Bldg	B	Wall	N/A		P	Plaster	Brown	0.2	QM
40	002	Orig. Bldg	B	Pipe	N/A		P	Metal	Brown	0.0	QM

SEQUENTIAL REPORT OF LEAD PAINT INSPECTION FOR: Kendall County Facilities Mgmt.

Read No.	Rm No.	Room Name	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm²)	Mode
41	002	Orig. Bldg	B	Pipe	N/A		P	Metal	Blue	0.1	QM
42	002	Orig. Bldg Jail	B	Table	N/A		P	Metal	Beige	-0.1	QM
43	002	Orig. Bldg Porch	B	Ceiling	N/A		P	Wood	White	9.9	QM
44	002	Orig. Bldg	B	Wall Trim	N/A		P	Wood	White	9.9	QM
45	002	Orig. Bldg	B	HVAC Duct	N/A		P	Metal	Yellow	0.1	QM
46	001	Exterior	A	Window Sash	N/A		P	Wood	White	9.1	QM
47	001	Exterior	A	Window Casin	N/A		P	Wood	White	9.9	QM
48	001	Exterior Porch	A	Siding	N/A		P	Wood	White	2.4	QM
49	001	Exterior	A	Window Jamb	N/A		P	Wood	White	9.9	QM
50	001	Exterior	D	Window Jamb	N/A		P	Wood	Black	9.9	QM
51	001	Exterior To Bsmt	D	Door Jamb	N/A		P	Wood	Black	9.9	QM
52	001	Exterior	A	Upper Facia	N/A		P	Cement	White	2.2	QM
53		CALIBRATION								1.3	TC
54		CALIBRATION								1.3	TC
55		CALIBRATION								1.3	TC

---- End of Readings ----

DETAILED REPORT OF LEAD PAINT INSPECTION FOR: Kendall County Facilities Mgmt.

Inspection Date:	10/17/08
Report Date:	10/17/2008
Abatement Level:	1.0
Report No.	10/17/08 09:31
Total Readings:	55
Job Started:	10/17/08 09:31
Job Finished:	10/17/08 10:27

Old Kendall County Jail
110 W. Madison St.
Yorkville, IL 60560

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm²)	Mode
Exterior Room 001 Exterior									
046	A	Window Sash	N/A		P	Wood	White	9.1	QM
047	A	Window Casin	N/A		P	Wood	White	9.9	QM
048	A	Siding	N/A		P	Wood	White	2.4	QM
	Porch								
049	A	Window Jamb	N/A		P	Wood	White	9.9	QM
052	A	Upper Facia	N/A		P	Cement	White	2.2	QM
050	D	Window Jamb	N/A		P	Wood	Black	9.9	QM
051	D	Door Jamb	N/A		P	Wood	Black	9.9	QM
	To Bsmt								
Interior Room 001 Garage									
004	A	Garage Door	N/A	Casing	P	Wood	White	7.5	QM
005	A	Garage Door	N/A		P	Wood	White	4.4	QM
014	B	Window Casin	N/A		F	Wood	Gray	-0.2	QM
	2nd Floor								
015	C	Door Casing	N/A		F	Metal	Gray	-0.1	QM
006	C	Wall	N/A		P	Drywall	White	-0.1	QM
011	D	Stair String	N/A		F	Metal	Gray	0.2	QM
007	D	Wall	N/A		F	Drywall	White	0.0	QM
008	D	Wall	N/A		F	Brick	Red	0.4	QM
010	D	Baseboard	N/A		P	Vinyl	Brown	0.3	QM
009	D	Floor	N/A		F	Vinyl	Beige	0.2	QM
012	D	Floor	N/A		P	Carpet	Gray	0.0	QM
	2nd Floor								
013	D	Door	N/A		F	Wood	Gray	0.3	QM
Interior Room 002 Orig. Bldg									
020	A	Window Casin	N/A		P	Wood	Brown	9.9	QM
021	A	Window Sill	N/A		P	Wood	Brown	9.9	QM
025	A	Window Sash	N/A		P	Wood	Black	9.9	QM
	Porch								
019	A	Wall	N/A		P	Plaster	Yellow	0.4	QM
022	A	Wall	N/A		P	Plaster	Green	0.4	QM
023	A	Wall	N/A		P	Plaster	Green	0.0	QM
024	A	Door	N/A	Jamb	P	Wood	Brown	9.9	QM
	Archway								
040	B	Pipe	N/A		P	Metal	Brown	0.0	QM
041	B	Pipe	N/A		P	Metal	Blue	0.1	QM
042	B	Table	N/A		P	Metal	Beige	-0.1	QM
	Jail								
044	B	Wall Trim	N/A		P	Wood	White	9.9	QM
045	B	HVAC Duct	N/A		P	Metal	Yellow	0.1	QM
039	B	Wall	N/A		P	Plaster	Brown	0.2	QM
043	B	Ceiling	N/A		P	Wood	White	9.9	QM
	Porch								
016	C	Door Casing	N/A		P	Wood	Yellow	9.9	QM
026	C	Wall	N/A		P	Plaster	Green	-0.2	QM
027	C	Wall	N/A		P	Plaster	Blue	9.9	QM
028	C	Ceiling	N/A		P	Metal	Blue	9.9	QM

DETAILED REPORT OF LEAD PAINT INSPECTION FOR: Kendall County Facilities Mgmt.

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm²)	Mode
	Jail								
017	C	Door	N/A		P	Wood	Yellow	0.0	QM
018	C	Door	N/A		P	Wood	Yellow	9.9	QM
029	D	Radiator	N/A		P	Metal	Gray	-0.2	QM
030	D	Radiator	N/A		P	Metal	Blue	2.5	QM
031	D	Stair Tread	N/A		P	Metal	Blue	4.2	QM
	Jail								
033	D	Stair Tread	N/A		P	Wood	Green	9.9	QM
	Bsmt								
032	D	Wall	N/A		P	Concrete	Green	0.4	QM
034	D	Wall	N/A		P	Metal	Brown	9.9	QM
035	D	Wall	N/A		P	Plaster	Green	0.0	QM
037	D	Wall	N/A		P	Drywall	Brown	0.5	QM
038	D	Wall	N/A		P	Drywall	Brown	0.2	QM
036	D	Baseboard	N/A		P	Wood	Green	9.9	QM
Calibration Readings									
001								1.3	TC
002								1.2	TC
003								1.2	TC
053								1.3	TC
054								1.3	TC
055								1.3	TC

---- End of Readings ----

DISTRIBUTION REPORT OF LEAD PAINT INSPECTION FOR: Kendall County Facilities Mgmt.

Inspection Date:	10/17/08
Report Date:	10/17/2008
Abatement Level:	1.0
Report No.	10/17/08 09:31
Total Reading Sets:	49
Job Started:	10/17/08 09:31
Job Finished:	10/17/08 10:27

Old Kendall County Jail
110 W. Madison St.
Yorkville, IL 60560

Structure	Total	Structure Distribution — Positive	Negative	Inconclusive
Baseboard	2	1 <50%>	1 <50%>	0 <0%>
Ceiling	2	2 <100%>	0 <0%>	0 <0%>
Door	3	1 <33%>	2 <67%>	0 <0%>
Door Casing	2	1 <50%>	1 <50%>	0 <0%>
Door Jamb	1	1 <100%>	0 <0%>	0 <0%>
Door Jamb	1	1 <100%>	0 <0%>	0 <0%>
Floor	2	0 <0%>	2 <100%>	0 <0%>
Garage Door	1	1 <100%>	0 <0%>	0 <0%>
Garage Door Casing	1	1 <100%>	0 <0%>	0 <0%>
HVAC Duct	1	0 <0%>	1 <100%>	0 <0%>
Pipe	2	0 <0%>	2 <100%>	0 <0%>
Radiator	2	1 <50%>	1 <50%>	0 <0%>
Siding	1	1 <100%>	0 <0%>	0 <0%>
Stair String	1	0 <0%>	1 <100%>	0 <0%>
Stair Tread	2	2 <100%>	0 <0%>	0 <0%>
Table	1	0 <0%>	1 <100%>	0 <0%>
Upper Facia	1	1 <100%>	0 <0%>	0 <0%>
Wall	14	2 <14%>	12 <86%>	0 <0%>
Wall Trim	1	1 <100%>	0 <0%>	0 <0%>
Window Casin	3	2 <67%>	1 <33%>	0 <0%>
Window Jamb	2	2 <100%>	0 <0%>	0 <0%>
Window Sash	2	2 <100%>	0 <0%>	0 <0%>
Window Sill	1	1 <100%>	0 <0%>	0 <0%>
Inspection Totals:	49	24 < 49%>	25 < 51%>	0 < 0%>

Performance Characteristic Sheet

EFFECTIVE DATE: **October 25, 2006** **EDITION NO.: 5**

MANUFACTURER AND MODEL:

Make: ***Radiation Monitoring Devices***
Model: ***LPA-1***
Source: ^{57}Co
Note: This sheet supersedes all previous sheets for the XRF instrument of the make, model, and source shown above ***for instruments sold or serviced after June 26, 1995. For other instruments, see prior editions.***

FIELD OPERATION GUIDANCE

OPERATING PARAMETERS:

Quick mode or 30-second equivalent standard (Time Corrected) mode readings.

XRF CALIBRATION CHECK LIMITS:

0.7 to 1.3 mg/cm^2 (inclusive)

SUBSTRATE CORRECTION:

For XRF results below 4.0 mg/cm^2, substrate correction is recommended for:

Metal using 30-second equivalent standard (Time Corrected) mode readings.
None using quick mode readings.

Substrate correction is not needed for:

Brick, Concrete, Drywall, Plaster, and Wood using 30-second equivalent standard (Time Corrected) mode readings
Brick, Concrete, Drywall, Metal, Plaster, and Wood using quick mode readings

THRESHOLDS:

30-SECOND EQUIVALENT STANDARD MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm^2)
Results corrected for substrate bias on metal substrate only	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	0.9
	Plaster	1.0
	Wood	1.0

QUICK MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm^2)
Readings not corrected for substrate bias on any substrate	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0

BACKGROUND INFORMATION

EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* ("HUD Guidelines"). Performance parameters shown on this sheet are calculated from the EPA/HUD evaluation using archived building components. Testing was conducted on approximately 150 test locations in July 1995. The instrument that performed testing in September had a new source installed in June 1995 with 12 mCi initial strength.

OPERATING PARAMETERS:

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

XRF CALIBRATION CHECK:

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm^2 in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm^2 film).

If readings are outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instruments into control before XRF testing proceeds.

SUBSTRATE CORRECTION VALUE COMPUTATION:

Chapter 7 of the HUD Guidelines provides guidance on correcting XRF results for substrate bias. Supplemental guidance for using the paint film nearest 1.0 mg/cm^2 for substrate correction is provided:

XRF results are corrected for substrate bias by subtracting from each XRF result a correction value determined separately in each house for single-family housing or in each development for multifamily housing, for each substrate. The correction value is an average of XRF readings taken over the NIST SRM paint film nearest to 1.02 mg/cm^2 at test locations that have been scraped bare of their paint covering. Compute the correction values as follows:

> Using the same XRF instrument, take three readings on a <u>bare</u> substrate area covered with the NIST SRM paint film nearest 1 mg/cm^2. Repeat this procedure by taking three more readings on a second <u>bare</u> substrate area of the same substrate covered with the NIST SRM.
>
> Compute the correction value for each substrate type where XRF readings indicate substrate correction is needed by computing the average of all six readings as shown below.
>
> For each substrate type (the 1.02 mg/cm^2 NIST SRM is shown in this example; use the actual lead loading of the NIST SRM used for substrate correction):
>
> $$\text{Correction value} = (1^{st} + 2^{nd} + 3^{rd} + 4^{th} + 5^{th} + 6^{th}\ \textit{Reading}) / 6 - 1.02\ \text{mg/cm}^2$$
>
> Repeat this procedure for each substrate requiring substrate correction in the house or housing development.

EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing. Use either the Quick Mode or 30-second equivalent standard (Time Corrected) Mode readings.

Conduct XRF re-testing at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below.

Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family and multi-family housing, a result is defined as a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF results.

Compute the average of all ten re-test XRF results.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

BIAS AND PRECISION:

Do not use these bias and precision data to correct for substrate bias. These bias and precision data were computed without substrate correction from samples with reported laboratory results less than 4.0 mg/cm^2 lead. The data which were used to determine the bias and precision estimates given in the table below have the following properties. During the July 1995 testing, there were 15 test locations with a laboratory-reported result equal to or greater than 4.0 mg/cm^2 lead. Of these, one 30-second standard mode reading was less than 1.0 mg/cm^2 and none of the quick mode readings were less than 1.0 mg/cm^2. The instrument that tested in July is representative of instruments sold or serviced after June 26, 1995. These data are for illustrative purposes only. Actual bias must be determined on the site. Results provided above already account for bias and precision. Bias and precision ranges are provided to show the variability found between machines of the same model.

30-SECOND STANDARD MODE READING MEASURED AT	SUBSTRATE	BIAS (mg/cm^2)	PRECISION* (mg/cm^2)
0.0 mg/cm^2	Brick	0.0	0.1
	Concrete	0.0	0.1
	Drywall	0.1	0.1
	Metal	0.3	0.1
	Plaster	0.1	0.1
	Wood	0.0	0.1
0.5 mg/cm^2	Brick	0.0	0.2
	Concrete	0.0	0.2
	Drywall	0.0	0.2
	Metal	0.2	0.2
	Plaster	0.0	0.2
	Wood	0.0	0.2
1.0 mg/cm^2	Brick	0.0	0.3
	Concrete	0.0	0.3
	Drywall	0.0	0.3
	Metal	0.2	0.3
	Plaster	0.0	0.3
	Wood	0.0	0.3
2.0 mg/cm^2	Brick	-0.1	0.4
	Concrete	-0.1	0.4
	Drywall	-0.1	0.4
	Metal	0.1	0.4
	Plaster	-0.1	0.4
	Wood	-0.1	0.4

*Precision at 1 standard deviation.

CLASSIFICATION RESULTS:

XRF results are classified as positive if they are greater than the upper boundary of the inconclusive range, and negative if they are less than the lower boundary of the inconclusive range, or inconclusive if in between. The inconclusive range includes both its upper and lower bounds. Earlier editions of this *XRF Performance Characteristics Sheet* did not include both bounds of the inconclusive range as "inconclusive." While this edition of the Performance Characteristics Sheet uses a different system, the specific XRF readings that are considered positive, negative, or inconclusive for a given XRF model and substrate remain unchanged, so previous inspection results are not affected.

DOCUMENTATION:

An EPA document titled *Methodology for XRF Performance Characteristic Sheets* provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. For a copy of this document call the National Lead Information Center Clearinghouse at 1-800-424-LEAD. A HUD document titled *A Nonparametric Method for Estimating the 5th and 95th Percentile Curves of Variable-Time XRF Readings Based on Monotone Regression* provides supplemental information on the methodology for variable-time XRF instruments. A copy of this document can be obtained from the HUD lead web site, www.hud.gov/offices/lead.

This XRF Performance Characteristic Sheet was developed by QuanTech, Inc., under a contract from the U.S. Department of Housing and Urban Development (HUD). HUD has determined that the information provided here is acceptable when used as guidance in conjunction with Chapter 7, Lead-Based Paint Inspection, of HUD's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*.

IEMA
Illinois Emergency Management Agency
Division of Nuclear Safety

Jonathon E. Monken, Director
Joseph Klinger, Assistant Director

April 23, 2014

Blake Mellecker
President
Midwest Environmental Consulting Services, Inc.
4 Bonnie Lane
Yorkville, IL 60560

Dear Mr. Mellecker:

Enclosed is amendment number 1 which renews Illinois Radioactive Material License Number IL-02377-01 in its entirety.

Please review the enclosed document carefully and be sure that you understand all conditions. You must conduct your program involving radioactive material in accordance with the conditions of your Illinois license, representations made in your license application, and Illinois regulations.

You must request and obtain an appropriate amendment if you plan to make any changes in your facility or program. If applicable you will be billed in accordance with the requirements of 32 Ill. Adm. Code Part 331.120.

You will be periodically inspected by this Agency. Failure to conduct your program in accordance with IEMA regulations, license conditions and representations in your license application will result in enforcement action.

Thank you for your cooperation in this matter. **When corresponding with this office, please refer to your Illinois Radioactive Material License Number and ensure that all items are submitted in duplicate.** If you have any questions or require clarification of any of the above information, please contact Radioactive Materials Licensing staff at (217) 785-9947. Please visit the nuclear safety section of the Agency's website at www.iema.illinois.gov/iema/dns.asp for the latest information concerning the Agency's radiation safety programs. The Agency supports the U.S. NRC in its emphasis of the critical importance of an active and positive safety culture. Please visit our website for this and other important information such as new and proposed requirements, guidance, events and other items of interest.

Sincerely,

Mary E. Burkhart, Supervisor
Radioactive Materials Licensing

MEB:RCH:kjc

Enclosure

IDNS,FLM-004-01 (9/91)

STATE OF ILLINOIS
ILLINOIS EMERGENCY MANAGEMENT AGENCY
BUREAU OF RADIATION SAFETY
1035 OUTER PARK DRIVE
SPRINGFIELD, ILLINOIS 62704
(217) 785-9947

RADIOACTIVE MATERIAL LICENSE

Pursuant to the Illinois Radiation Protection Act and the rules and regulations in 32 Illinois Administrative Code promulgated thereunder, and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to receive, acquire, own, possess and transfer radioactive material(s) listed herein; and to use such radioactive material(s) for the purpose(s) and at the place(s) designated below. This license is subject to all applicable rules, regulations and orders of the Agency now or hereafter in effect and to any conditions specified in the license.

LICENSEE	LICENSE NUMBER	EXPIRATION DATE
Midwest Environmental Consulting Services, Inc. 4 Bonnie Lane Yorkville, IL 60560	IL-02377-01	February 28, 2019

AMENDMENT NUMBER
1

Attention: Blake Mellecker
President

In accordance with application dated January 21, 2014, License Number IL-02377-01 is renewed in its entirety. Previous amendments are void.

ITEM	RADIONUCLIDE	CHEMICAL and/or PHYSICAL FORM	MAXIMUM ACTIVITY* PER SOURCE	MAXIMUM POSSESSION LIMIT
A.	Co-57	Sealed Source – Isotope Products Laboratory Models 3814 or 3901 series, QSA Global, Inc. Model CTC.P1, North American Scientific Models IND1150 or IND1403, DuPont Merck Pharmaceutical Company Models NER-472 or NER-372	15 mCi	15 mCi

AUTHORIZED USE:

A For use in RMD Instruments Corp. d/b/a Dynasil Products (formerly Radiation Monitoring Devices, Inc.) Model LPA-1 portable x-ray fluorescence analyzers for the measurement of lead in surfaces.

CONDITIONS

1. Radioactive material shall be stored at the licensee's facilities located at 4 Bonnie Lane, Yorkville, Illinois, and used at temporary jobsites of the licensee in areas not under exclusive Federal jurisdiction throughout the State of Illinois in accordance with statements, representations and procedures listed in other conditions of this license.

* µCi-microcurie; mCi-millicurie; Ci-Curie; MBq-Megabecquerel; GBq-Gigabecquerel; TBq-Terabecquerel; g-gram; µg-microgram; kg-kilogram

APPROVED BY:	DATE	PAGE of PAGES
Mary E. Burkhart, Supervisor of Materials Licensing	April 23, 2014	1 3

IL 473-0059

IDNS,FLM-004-02 (8/91)

STATE OF ILLINOIS
IEMA BUREAU OF RADIATION SAFETY
RADIOACTIVE MATERIAL LICENSE

LICENSEE	LICENSE NUMBER	AMENDMENT NUMBER	EXPIRATION DATE
Midwest Environmental Consulting Services, Inc.	IL-02377-01	1	**February 28, 2019**

2. Radioactive material shall be used by, or under the supervision and in the physical presence of, Stephen Merwin, Stuart J. Bruce, Jr., Daniel L. Medler, Steven R. Szeredy, or individuals who have successfully completed the manufacturer's training course or an equivalent, Agency approved, training course. The licensee shall maintain training records of all designated users.

3. The Radiation Safety Officer for this license is Stephen Merwin.

4. A. Each sealed source possessed under this license shall be tested for leakage and/or contamination as specified in 32 Ill. Adm. Code 340.410. Tests for leakage and/or contamination shall be performed by persons specifically licensed to provide such services.

   B. This license does not authorize analysis of leak test samples. However, the licensee is authorized to collect leak test samples for analysis by persons specifically authorized by the Agency, an Agreement State, a Licensing State, or the U.S. Nuclear Regulatory Commission to perform such services.

5. Maintenance, repair and initial radiation monitoring of devices containing radioactive material shall be performed only by persons specifically authorized by the Agency, an Agreement State, or the Nuclear Regulatory Commission to perform such services.

6. A. The source holder shall be locked in the "off" or closed position when the device is not in use.

   B. Sealed sources shall not be opened or removed from their source holders by the licensee.

7. When performing tests at temporary job sites, the authorized user shall not leave the device unattended. Upon completion of tests, the device shall be locked in the licensee's vehicle or a secure building to prevent unauthorized use, loss, or theft.

* µCi-microcurie; mCi-millicurie; Ci-Curie; MBq-Megabecquerel; GBq-Gigabecquerel; TBq-Terabecquerel; g-gram; µg-microgram; kg-kilogram

APPROVED BY:	DATE	PAGE of PAGES
Mary E. Burkhart, Supervisor of Materials Licensing	April 23, 2014	2 3

IL 473-0059

IDNS.FLM-004-02 (8/91)

STATE OF ILLINOIS
IEMA BUREAU OF RADIATION SAFETY
RADIOACTIVE MATERIAL LICENSE

LICENSEE	LICENSE NUMBER	AMENDMENT NUMBER	EXPIRATION DATE
Midwest Environmental Consulting Services, Inc.	IL-02377-01	1	February 28, 2019

8. At any time the licensee is engaged in making measurements by authority of this license at a temporary job site, the licensee shall have a current copy of each of the following documents available at the temporary job site for inspection by the Agency:

   A. The license, including all active amendments;

   B. The manufacturer's instruction manual for the sealed sources and devices at the temporary job site;

   C. The licensee's emergency procedures; and

   D. The results of the latest test for leakage and/or contamination performed on the sealed source.

9. Except as specifically provided otherwise by the license, the licensee shall possess and use radioactive material described in all schedules of this license in accordance with statements, representations and procedures contained in, referenced in, or enclosed with the documents listed below. The regulations contained in 32 Ill. Adm. Code: Chapter II, Subchapters b and d shall govern unless the statements, representations and procedures in the licensee's application and correspondence are more restrictive than the regulations. The most recent statements, representations and procedures listed below shall govern if they conflict with previously submitted documents.

   A. Applications dated December 4, 2008 and January 21, 2014.

MEB:RCH:kje

* µCi-microcurie; mCi-millicurie; Ci-Curie; MBq-Megabecquerel; GBq-Gigabecquerel; TBq-Terabecquerel; g-gram; µg-microgram; kg-kilogram

APPROVED BY	DATE	PAGE	of PAGES
Mary E. Burkhart, Supervisor of Materials Licensing IL 473-0059	April 23, 2014	3	3

IDPH

LEAD RISK ASSESSOR LICENSE

LEAD ID	ISSUED	EXPIRES
009C58	12/19/2017	1/31/2019

Stephen D Herwin

[redacted]

ILLINOIS LEAD PROGRAM
Environmental Health

Certificate of Achievement

This is to certify that

Stephen D. Merwin

Midwest Environmental Consulting Services, Inc.

on the 6th day of November 2006 successfully completed the factory training for

RMD's LPA-1 Lead Paint Inspection System

including, but not limited to, the topics of Radiation Safety and the Proper Use of the Instrument

Sia Afshari, Product Manager
44 Hunt St., Watertown, Massachusetts

2016

OCCUPATIONAL TRAINING & SUPPLY, INC.

7233 S. Adams Street ♦ Willowbrook, IL 60527 ♦ (630) 655-3900

Lead Risk Assessor Refresher

Occupational Training & Supply, Inc. certifies that

Stephen Merwin

has successfully completed the Lead Risk Assessor Refresher course and has passed the competency exam with a minimum score of 70%. This course is accredited by the Illinois Department of Public Health in accordance with the Illinois Lead Poisoning Prevention Code.

Course Date: 10/12/2016

Exam Date: 10/12/2016

Expiration Date: 10/12/2019

Certificate Number: LRAR1610123849

Kathy DeSalvo

Kathy DeSalvo, Director

Bid Opening

Project: **2018 Jail Demolition and Site Restoration**

Date: **7/17/2018**

Time: **10:00AM**

Location: **Yorkville City Hall**

Company	Base Bid	Addendum 1 Signed	10% Bid Bond	Exclusions
D Construction	$ 78,000.00	Yes	Yes	None
Alessio & Sons	$ 99,500.00	Yes	Yes	None
A-1 Fowler	$ 118,000.00	Yes	Yes	None
Lite Construction, Inc.	$ 123,700.00	Yes	Yes	None
J&S Construction Sewer & Water Inc.	$ 141,000.00	Yes	Yes	None
Alpine Demolition Services	$ 145,650.00	Yes	Yes	None
Brock Industrial	Will be the subcontractor for "D" Construction Inc.			
Dynamic Contracting Services	Did not submit a bid for this project.			
McDonagh Demolition	Did not submit a bid for this project.			
Signature Demolition Service, Inc	Did not submit a bid for this project.			

Addendums	# 1

Village Representatives Present Erin Willrett

Steve Raasch

Bid Opening

Project: **2018 Jail Demolition and Site Restoration**

Date: **7/17/2018**

Time: **10:00AM**

Location: **Yorkville City Hall**

Company	Base Bid	Addendum 1	10% Bid Bond	
Alessio & Sons	$99,500.00	Y	Y	
Alpine Demolition Services	$145,650.00	Y	Y	
Brock Industrial				
D Construction	$78,000.00	Y	Y	
Dynamic Contracting Services				
Fowler – A1	$118,000	Y	Y	
J&S Construction Sewer & Water Inc.	$141,000.00	Y	Y	
Lite Construction, Inc.	$123,700.00	Y	Y	
McDonagh Demolition				
Signature Demolition Service, Inc				

Addendums	# 1

Village Representatives Present

Erin Willrett Erin Willrett

Pete Ratos

Steve Raasch Steve Raasch

Bid Opening

Project: 2018 Jail Demolition and Site Restoration

Date: 7/17/2018

Time: 10:00AM

Location: Yorkville City Hall

Company Name	Name	Signature
Alessio & Sons	Jack Foschi	
Alpine Demolition Services	Chris Lumpp	
Brock Industrial	John Curtis	
D Construction	Kyle Kowalski	
Dynamic Contracting Services	Eric Robertson	
Fowler	Brian Fowler	
J&S Construction Sewer & Water	Mark Schobert	
Lite Construction, Inc.	Timothy Campbell	
McDonagh Demolition	Bill Baxa	
Signature Demolition Service, Inc	Stacy Gilhart	
United City of Yorkville	Erin Willrett	
United City of Yorkville	Pete Ratos	
United City of Yorkville	Steve Raasch	

18-00361

United City of Yorkville, Illinois

REQUEST FOR BID

Building Demolition and Site Restoration at 111 W. Madison Street

Legal Notice Posted:	**June 20, 2018**
Pre-Bid Meeting	**June 28, 2018 at 10:00 AM**
Bids Due:	**July 12, 2018 at 10:00AM**

United City of Yorkville

REQUEST FOR BID

Building Demolition and Site Restoration at 111 W. Madison Street

June 2018

Table of Contents

A. Legal Notice to Bidders
B. General Information
C. Introduction
D. Project Specifications
E. Instructions to Bidders
F. Contract
G. Bid Certifications
H. References
I. Subcontractors
J. Bid Sheet
K. Bid Sheet Signature
L. Contractor Bid Agreement

Building Demolition and Site Restoration at 111 W. Madison Street

Sealed bids for the Building Demolition and Site Restoration at 111 W. Madison Street Yorkville, IL 60560, will be received at the address listed below until July 12, 2018 at 10:00 a.m. All bids will be publicly opened immediately thereafter. Bids not physically received by the City by 10:00 a.m. on July 12, 2018 will be returned, unopened to the bidder. Emailed or faxed bids will not be accepted. All bids should be addressed and delivered to:

United City of Yorkville
RE: (Vendor Name)
Bid for the Building Demolition and Site Restoration at 111 W. Madison Street Yorkville, IL 60560
Attention: Steve Raasch, Facilities Manager
800 Game Farm Road
Yorkville, IL 60560

There will be a Mandatory Pre-Bid Meeting on Tuesday, June 28, 2018 at 10:00 AM at 111 W. Madison Street Yorkville, IL 60560. Limited access to the interior of the building will be allowed but all Contractors will need to wear: hard hats, safety glasses, steel toed boots, and a respirator to enter. Bid packets are available online at http://www.yorkville.il.us. The link can be found under the Business tab - Bids & RFPs. Additional packets may be picked up at City Hall, 800 Game Farm Road, Yorkville, IL 60560. City Hall is open Monday through Friday, 8:00AM to 4:30PM.

Each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond from a company with an A-1 best rating, or a cashier's check in the amount of ten percent (10%) of the total bid for bids that exceed forth thousand dollars ($40,000.00), and made payable to the United City of Yorkville, 800 Game Farm Road, Yorkville, IL 60560. No bid shall be withdrawn for a period of thirty (30) days after the bid opening date without the consent of the City. Checks or drafts of unsuccessful bidders will be returned as soon as possible after award and execution of the contract. Contractor must comply with Prevailing Wage Act.

Any questions concerning this Request for Bid, the actual specifications or the plans can be forwarded by email to Steve Raasch at sraasch@yorkville.il.us no later than July 6, 2018 at 4PM.

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

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

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

General Information

The United City of Yorkville is seeking an experienced individual or firm for the Building Demolition and Site Restoration at 111 W. Madison Street Yorkville, IL 60560.

The Contractor shall furnish and provide all labor, materials, tools, equipment and machinery, unless otherwise specified, necessary to perform and complete, in a good and workmanlike manner, the demolition, environmental abatement, and site restoration of the remaining land. The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this contract. Failure to make such preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the term of this contract.

Introduction

Project Description:

The City is requesting bids according to the Project Specifications and Plans contained herein (the "Project"). The Project consists of the demolition, environmental abatement, and site restoration of the remaining land. A mandatory job site visit is expected to submit a comprehensive bid.

Project Specifications and Plans

Scope of Work: The City is requesting a turn-key bid for the demolition and site restoration at 111 W. Madison Street Yorkville, IL 60560. Bidders must completely familiarize themselves with the specifications in this bid document.

Description of Work.
Demolition of the building at 111 W. Madison Street Yorkville, IL. 60560.

PRE-DEMOLITION INSPECTION / PLANNING / MEETING Contractor shall inspect the building interior, attic, basement, crawl space and all other safe, accessible floors, rooms, closets or other interior areas of the building for debris and garbage, furniture, any hazardous materials, universal wastes, household hazardous waste, batteries, CFC-containing canisters, mercury-containing bulbs, switches, gauges, PCB/DEHP containing ballasts, white goods, etc. to ensure that they have been removed prior to demolition. No demolition shall occur until the contractor has completed a full inspection of the building and site, and determined that it is free and empty of such materials.

Contractor shall prepare and submit to City a demolition plan which shall include as applicable: procedures for removal and disposition of materials; materials to be salvaged or recycled; coordination with other work in progress; a disconnection schedule of utility services; a detailed description of methods and equipment to be used for each operation and of the sequence of operations. Include statements affirming Contractor inspection of the existing roof or floor deck and suitability of same to perform as a safe working platform or if inspection reveals a safety hazard to workers, state provisions for securing the safety of the workers throughout the performance of Work.

One week prior to the start of demolition, Contractor shall conduct a pre-demolition meeting/inspection to include: City Representative; City Building Code Official; and schedule JULIE locates to include City Utilities; ComEd; NICOR; ATT; and Comcast. Failure to call for a pre-demolition meeting and JULIE locates will result in City ceasing all work until such meeting and locate request are arranged. The contractor will be responsible to disconnect the water, storm and sewer back to the B-Box. The contractor will be responsible to terminate the electric, natural gas, telephone and cable at the point designated by the utility provider

Note: Utilities and Utility Services - Contractor shall have all existing utilities serving the building, shut off and terminated with the appropriate utility provider. The City will provide existing account information, to expedite the process. Contractor shall protect adjacent electrical, telephone, street lights, traffic signals, water, storm and sanitary sewer and other services and utilities appurtenances

REGULATORY AND SAFETY REQUIREMENTS, PERMITS, FEES, AND NOTICES Contractor shall comply with all Federal, State, and Local safety laws and regulations applicable to the execution of the Work including but not limited to: handling, storing and disposal of toxic or hazardous substances and materials ("Hazmat"); "Right to Know"; Illinois Dig-Safe (JULIE/Dial 811); Occupational Safety and Health Agency (OSHA); Illinois Department of Labor (IDOL); and other applicable federal, state and local codes laws and regulations regulating worker safety, transport and disposal. Contractor shall post any applicable work place notices as required by Law. If the Work requires the containment and/or removal of asbestos or material containing asbestos, Contractor shall ensure that the person(s) or company performing the asbestos abatement related services is licensed pursuant to applicable State laws and regulations.

Environmental Protection – Contractor shall comply with all applicable U.S. Environmental Protection Agency and Illinois Environmental Protection Agency requirements as required to complete the Work.

Contractor and sub-contractors shall provide City with copies of shipping receipts, manifests, bills of lading, or other similar evidence or supporting documentation regarding the lawful disposal of all materials and debris generated by the Work.

At least ten (10) days prior to commencement of the Work, Contractor shall furnish timely notification of demolition and site restoration project to applicable Federal, State, regional, and local authorities.

All waste materials shall be removed in a manner which prevents injury or damage to persons, adjoining properties and public rights-of-way. Evidence of such notice being properly issued and received by applicable parties of potentially affected adjoining lots shall be provided to City along with the other submittals required herein.

Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the work.

DEBRIS, CHEMICAL & OTHER WASTES Contractor shall not permit the daily accumulation of debris, both exterior and interior, and the work area(s) and surrounding public alleys and rights-of-way shall at all times be kept clean and free of such accumulations as determined by the City representative. No open fire or flames shall be permitted on site. Chemical waste shall be stored in corrosion resistant containers, removed from the Project site, and disposed of not less frequently than monthly unless directed otherwise by the City representative. Disposal of chemical waste shall be in accordance with requirements of the Illinois Environmental Protection Agency (IEPA). Fueling and lubricating of vehicles and equipment shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants to be discarded shall be disposed of in accordance with approved procedures meeting all applicable Federal, State, and local regulations. In the event of an oil or hazardous materials spill large enough to violate Federal, State, or applicable local regulations, the City shall be notified immediately. Contractor shall be responsible for immediately cleaning up any oil or hazardous waste spills resulting from its operations in accordance with all applicable Federal and State regulations. Any costs incurred in cleaning up any such spills shall be borne solely by Contractor. Contractor is herein notified that potential hazardous waste, oils, chemicals, gases, metals, or other contaminants or substances may likely exists inside heating systems, heating lines, and/or utility lines. Contractor shall be responsible for properly removing and disposing of such materials, prior to building and/or site demolition work in, accordance with all applicable Federal and State regulations as incidental to the completion of the Work.

SITE AND WORK AREA PROTECTION, SECURITY AND WEATHER PROTECTION Existing Conditions - Before beginning any demolition work, Contractor shall as applicable: survey the building and project site, and examine the plans and specifications to determine the extent of the work; and document and record any existing work or conditions in the presence of the City including but not limited to the condition of property, structures and other facilities adjacent to project site and building demolition. Video and/or still photographs will be acceptable as a record of existing conditions. Include in the record the elevation of the top of foundation walls, finish floor elevations, possible conflicting electrical conduits, plumbing lines, the location and extent of existing cracks and other damage and description of surface conditions that exist prior to before starting Work.

Contractor shall be responsible to verify and document all required outages which will be required during the course of work, and to note these outages on the record document.

Contractor is responsible to protect and secure the demolition site using at minimum vinyl construction fencing sufficiently installed, secured and maintained to prevent unauthorized access to the site.

During execution of the Work, Contractor is solely responsible to take necessary precautions not to disturb or damage any existing structures, landscaping, sidewalks, traffic signals, street lights, roads, trees, fencing, posts, poles, neighboring property walls, neighboring property lots, lawns, etc., or other items. Contractor shall restore any damaged items to its existing condition at the start of the project, and as directed by the City. Contractor shall provide and erect acceptable physical barriers and solid barricades, fences, signs, and other vehicular and pedestrian traffic control devices to protect the work from the public, and to protect from damage or access adjacent properties, adjacent property items, and adjacent occupants and transient persons, as required by the United City of Yorkville's Building Code and other applicable regulations. Contractor shall be solely responsible to secure the building site, and replace and maintain any existing boarded up windows, doors, or other openings temporarily removed at the end of each work day. Until the time of substantial completion, the building shall not be left open and the site shall not be left unsecured at any time the Contractor is not on site or the Work is being completed. Contractor is solely responsible to exercise special care, procedures to install physical, and or solid barriers, barricades or fencing to secure the site and prevent unauthorized access to any excavations or holes or cellars, resulting from demolition.

Protection of Personnel & Public - Contractor shall conduct Work in a safe, workmanlike manner providing suitable protection for the general public. Before, during and after the demolition work the Contractor shall continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and the general public around or near the demolition site. Every excavation or area of construction on a site located five feet or less from the street or right of way line shall be enclosed with a suitable barrier to prevent the entry of unauthorized persons. Where located more than five feet from the street lot line, a barrier shall be erected, where required by the code official. All barriers shall be of adequate strength to resist wind pressure as specified by the Code Official. No area, section, or component of floors, roofs, walls, columns, pilasters, or other structural element will be allowed to be left standing without sufficient bracing, shoring, or lateral support to prevent collapse or failure while workmen remove debris or perform other work in the immediate area. Floors, roofs, walls, columns, pilasters, and other structural components that are designed and constructed to stand without lateral support or shoring, and are determined to be in stable condition, may remain standing without additional bracing, shoring, or lateral support until demolished, unless directed otherwise by City. Ensure that no elements determined to be unstable are left unsupported and place and secure bracing, shoring, or lateral supports as may be required as a result of any cutting, removal, or demolition work performed under this contract.

Protecting Against Foreign Object Damage - Contractor shall install temporary barriers or barricade(s) at the Contractor's expense to control the spread debris of foreign objects which may cause potential damage to adjacent properties. Temporary barriers shall include netting or fabric

designed to stop the spread of debris and foreign objects. Temporary barricade shall include a fence covered with a fabric designed to stop the spread of debris and foreign objects. Anchor the temporary barricade fence and fabric to prevent displacement by winds. Remove barricade when no longer required.

All street and alley side public walkways and parking spaces shall remain and be protected and repaired or replaced new if damaged during demolition activities, as directed by City.

Traffic Control Signage - Prior to commencing any work, Contractor shall submit, and implement a traffic control / barricading plan as required by the City. Contractor shall notify City prior to beginning such work. Anchor barricades in a manner to prevent displacement by wind.

Items to Remain in Place – Contractor shall take necessary precautions to avoid damage to existing utilities, infrastructure, vegetation, trees or other items to remain in place, to be reused, or to remain on the property, or adjacent City property, right-of-way and alleys, including paved parking spaces, sidewalks and utility appurtenances. Damaged items shall be repaired or replaced as required by the City. Coordinate the work of this section with all other work indicated. Construct and maintain shoring, bracing, and supports as required. Ensure that structural elements are not overloaded. Increase structural supports or add new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract. Do not overload structural elements. Pavements to remain as described herein and in other sections of these specifications. Provide new supports and reinforcement for existing construction weakened by demolition or removal work. Repairs, reinforcement, or structural replacement, require approval by the City Building Code Official prior to performing such work.

DUST, DEBRIS AND RODENT CONTROL Contractor is solely responsible to: provide dust control during demolition and debris removal; prevent the spread of dust and debris to neighboring sites and properties; and avoid the creation of any nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution. Sweep pavements as often as necessary to control the spread of debris that may result in foreign object damage potential to neighboring sites and City roads, facilities and utilities, and structures. Rodent control shall be provided by Contractor. Use of commercial pesticides must be done in compliance with all regulations. City may stop the Work due to Contractor's failure to comply with this section. Contractor will be allowed to resume the Work only after providing evidence that adequate control measures are in place.

Burning - The use of fire, burning or incineration at the project site for the disposal of refuse and debris is strictly prohibited.

Use Of Explosives - Use of explosives is strictly prohibited.

ARCHAEOLOGICAL AND HISTORICAL RESOURCES All items having any apparent historical or archaeological interest, which are discovered in the course of any demolition, construction or other activities related to the Work, shall be carefully preserved and reported immediately to City for determination of appropriate actions to be taken.

BUILDING DEMOLITION REQUIREMENTS All work shall be in accordance with applicable United City of Yorkville Building Codes.

Prior to commencing with building demolition, and as incidental to the Work Contractor shall remove and lawfully dispose of:

1. All private interior and exterior building contents including but not limited to: equipment and furniture; shelving, appliances, HVAC equipment; water heater; electrical equipment and lighting fixtures; plumbing fixtures and piping; garbage; and any other contents as directed by City.

2. Any existing vegetation, landscape shrubbery around the building perimeter to enable demolition of the building. Existing trees shall be protected as directed by City.

3. All private man-made structures, such as, but not limited to: concrete slabs or asphalt pavement areas and driveways; brick, concrete paver and stone walks and stairs; wood and metal stair railings; wood decks and ramps; stones; private light poles, post lamps and exterior light fixtures; fences; or any structures or appurtenances associated with the building, except as otherwise noted in other sections herein or as directed by City. Remove all private concrete walkway entrances and concrete pad, where existing. (Exception: City sidewalks)

4. Any materials not specified above adjacent to or within building footprint, site property boundary or on the site, discovered in during the execution of the Work.

With the exception of the requirements for masonry, stone and concrete basement, cellar or crawl space walls and floor below, all non-masonry building walls, including perimeter and interior walls, supports beams, columns and exposed pilings shall be removed from the site entirely, and lawfully disposed in compliance with all applicable regulations.

Masonry, stone and concrete basement, cellar or crawl space floors shall be broken-up into pieces not exceeding two-feet in the longest dimension. Perimeter masonry, stone or concrete, basement, cellar or crawl space walls shall be broken-up in to pieces to a depth of at least five (5) feet below grade, as determined by City's Building Code Official, except where said wall is attached to any existing street(s) or sidewalk(s), in which case remove masonry walls below grade but in a manner not to disturb, affect, or undermine the structural integrity of adjacent street(s), or sidewalk(s). All such perimeter masonry wall materials shall be shall be broken-up into pieces not exceeding two (2) feet in the longest dimension, and evenly spread over the bottom of the demolished basement, cellar or crawl space floor in a manner to permit drainage.

MISCELLANEOUS BUILDING AND SITE DEMOLITON REQUIREMENTS Masonry - Saw cut and remove masonry so as to prevent damage to surfaces or adjacent buildings or structures to remain.

Concrete - Where necessary, saw concrete along straight lines to a depth of a minimum 2 inches. Make each cut in walls perpendicular to the face and in alignment with the cut in the opposite face. Break out the remainder of the concrete provided that the broken area is concealed in the finished

work, and the remaining concrete is sound. At locations where the broken face cannot be concealed, grind smooth or saw cut entirely through the concrete.

Structural Steel - Any existing structural steel must be dismantled at field connections and in a manner that will prevent bending or damage. Salvage and recycle structural steel, steel joists, girders, angles, plates, columns and shapes. Do not use flame-cutting torches. Transport steel joists and girders as whole units and not dismantled.

Miscellaneous Metals - Contractor may salvage shop-fabricated items such as access doors and frames, steel gratings, HVAC Ducts, metal ladders, wire mesh partitions, metal railings, metal windows and similar items as whole units. Salvage light-gage and cold-formed metal framing, such as steel studs, steel trusses, metal gutters, roofing and siding, metal toilet partitions, toilet accessories and similar items. Scrap metal shall become the Contractor's property. Recycle scrap metal to the greatest extent possible as part of demolition operations. Provide separate containers to collect scrap metal and transport to a scrap metal collection or recycle facility. If it is determined by the Contractor that the building is unsafe for removal of Miscellaneous Metal prior to whole building demolition, Contractor shall include a plan for properly removing, salvaging, segregating and/or disposing of the Miscellaneous Metal in conjunction with demolition operations

Carpentry - Contractor may salvage and recycle non-asbestos-contaminated lumber, millwork items, and finished boards except those that are unfit for reuse or are contaminated with asbestos. Remove windows, doors and frames and similar items as whole units, complete with trim and accessories. Window and door caulkings and glazings which contain asbestos must be properly removed by a licensed asbestos Contractor prior to demolition. Do not remove hardware attached to units, except for door closers. Brace the open end of door frames to prevent damage. If it is determined by the Contractor that the building is unsafe for removal of Carpentry items prior to whole building demolition, the Contractor shall include a plan for properly removing, salvaging, segregating and/or disposing of the Carpentry items in conjunction with demolition operations

Air Conditioning Equipment – Contractor shall remove air conditioning equipment without releasing chlorofluorocarbon refrigerants and shall prevent discharge of ODS as defined by applicable laws to the atmosphere in accordance with all applicable laws. Recover all refrigerants prior to removing air conditioning equipment and dispose of in accordance all applicable laws regulating the storage and disposal of Ozone Depleting Substance (ODS).
If it is determined by Contractor that the building is unsafe for removal of Air Conditioning Equipment prior to whole building demolition, then Contractor shall include a plan for properly removing, salvaging, segregating and/or disposing of the HVAC items in conjunction with demolition operations.

Piping - Carefully dismantle piping that previously contained gas, gasoline, oil, or other dangerous fluids, with precautions taken to prevent injury to persons and property. Store piping outdoors until all fumes and residues are removed.

DISPOSITION OF MATERIALS Title to Materials - All building contents, materials and equipment removed and not reused, including items allowed to be salvaged by the Contractor in related

Sections, shall become the property of the Contractor and shall be removed from City property. Title to materials resulting from demolition, and materials and equipment to be removed, is vested in Contractor upon approval by City, of Contractor's demolition and removal procedures, and authorization to proceed by City to begin demolition. City will not be responsible for the condition or loss of, or damage to, such property after contract award. Materials and equipment shall not be viewed by prospective purchasers or sold on the site.

Roofing – As applicable removed roofing materials shall be segregated and lawfully transported and disposed in compliance with all applicable regulations.

Reuse of Materials and Equipment – Except as specified elsewhere, no specific materials and equipment have been identified to be reused and may be removed at the discretion of the contractor.

Salvaged Materials and Equipment - Except where elsewhere specified, no specific building or site materials or equipment have been identified that are to remain as the property of City.

Unsalvageable Material - Concrete, masonry, and other noncombustible material, except stone, masonry or concrete permitted to remain in place, shall be removed from the site for recycling, or may be re-used if meets the backfill requirements, and shall not be disposed of in the disposal area or fill area. The fill in the disposal area must remain below elevation and after disposal is completed, the disposal area shall be uniformly graded to drain. Dispose of combustible material off the site.

Disposal Of Removed Materials - Debris, rubbish, scrap, and other non-salvageable materials resulting from removal operations shall be disposed in compliance with all applicable Federal, State, and local regulations as contractually specified off the Site. Removed materials shall not be stored on the project site. No un-crushed or un-recycled material (brick, masonry, rock, asphalt, large stones, etc.) may be disposed of at the site, or used as a base for backfill, unless such material fulfills the requirements for "backfill" per these specifications.

BACKFILL OF OPEN AREAS All below grade open areas of basement, cellar or crawl spaces shall be backfilled using clean compacted clay fill, pit-run gravel, crushed rock or other gravel having reasonably even gradation from coarse to fine as approved by the City Building Code Official. The maximum size shall be less than three (3) inches. Backfill shall be placed to achieve ninety percent (90%) optimum density by method approved by City.

SITE RESTORATION - Disturbed areas shall be final graded, top dressed using up to two (2) inches of topsoil, seeded and covered with mulch respectively in accordance with Section 211, Section 250 (Class 1 Lawn Mixture) and Section 251 (251.03 Mulching Seeded Areas, Method 2) of IDOT Standard Specification for Road & Bridges Construction as amended to date, and as approved by City's Representative. Final grading may be completed by use of machine and/or by hand raking, York rake, Harley rake, or other similar landscape rakes, including skid steer attachment(s) to accomplish evenly graded, smooth grades free of loose stone and debris. Piles, depressions and tracks made by heavy machinery used to compact the loam/top cover material shall be leveled. Topsoil cover shall be evenly graded.

Billing/Invoicing: All billing and invoicing should be done at the completion of the project. After receipt of a correct invoice, 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.;

If, in the opinion of the City, the Contractor has not or is not satisfactorily performing the work covered by this specification, and within three (3) business days of receipt of a written demand from the City, for performance, has not cured any defect in performance specifically itemized in such demand, the City may, at its option:

a) Withhold payment.
b) Consider all or any part of this contract breached and terminate the contractor, or
c) May hire another contractor to cure any defects in performance or complete all work covered by this specification for the remaining term of this contract.
d) Any demand for performance shall be specifically delivered to contractor by personal delivery, certified or registered mail.

The City will make periodic inspections and follow up as needed with the contractor to discuss any issues, etc.

Disposal of Material: Contractor shall legally dispose of all waste material generated from the project at a dump site compliant with Local, State and Federal regulations. Contractor shall provide a report of the amount in cubic yards of material disposed and where the material was disposed. The contractor will be required to provide & sign a disposal certificate acknowledgement form. In addition, Contractor shall reclaim refrigerant per EPA guidelines- documentation of this must be turned in at end of job.

Prevailing wage Law: This project is subject to the Illinois Prevailing Wage Act.

Conditions: The Contractor is responsible for being familiar with all conditions of this project and delivery location. Failure to make such investigation and preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract.

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

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

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

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

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

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

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

Instructions to Bidders

1. **Receipt of Bid:** July 12, 2018; 10:00 A.M.

2. **Basis of Bid:** Sealed bids will be received until the above noted time and date.

3. **Project Description:** Building Demolition and Site Restoration at 111 W. Madison Street Yorkville, IL 60560

4. **Preparation and Submission of Bids:**
   A. Each bid shall be submitted on the exact form furnished. All blank spaces for bid prices, unit costs and alternates must be filled in using both words and figures if indicated. In case of any discrepancy in the amount bid, the prices expressed in written words shall govern.
   B. Each Bidder must complete, execute and submit with its bid a certifications regarding public contracting.
   C. Each Bidder must submit a complete bid package, including the following items:
      i. **Signed Contract**
      ii. **Bid Certifications**
      iii. **Bid Sheet**
      iv. **References**
      v. **Subcontractors List.**
      vi. **Bid Guarantee in the amount of 10% of the total of project if over $40,000.00.**
   D. One (1) paper copy of the bid and one electronic version of the bid on a flash drive in a *.pdf (Adobe Acrobat) version shall be submitted in a sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the Bid and the Bid Name - "Building Demolition and Site Restoration at 111 W. Madison Street Yorkville, IL 60560".
   E. Bidders may attach separate sheets to the bid for the purpose of explanation, exception, alternate bid and to cover unit prices, if needed.
   F. Bidders may withdraw their bid either personally or by written request at any time before the hour set for the bid opening, and may resubmit it. No bid may be withdrawn or modified after the bid opening except where the award of contract has been delayed for a period of more than ninety (90) days.
   G. In submitting this bid, the bidder further declares that the only person or party interested in the bid as principals are those named herein; and that the bid is made without collusion with any other person, firm or corporation.
   H. The Bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the Project and the detailed requirements of this work and understands that in making the bid he waives all rights to plead a misunderstanding regarding same.
   I. The Bidder further agrees that if the City decides to extend or shorten the completion period, or otherwise alters it by extras or deductions, including elimination of one or more of the items, as provided in the specifications, the Bidder will perform the work as altered, increased or decreased.
   J. The Bidder further agrees that the City representative may at any time during the progress of the Project covered by this Contract, order other work or materials incidental

thereto and that all such work and materials as do not appear in the bid or contract as a specific item covered by a lump sum price, and which are not included under the bid price for other items in the Contract, shall be performed as extra work.

K. The Bidder further agrees to execute all documents within this Bid Package, for this work and present all of these documents to the City.

L. The Bidder further agrees to execute all documents within this Bid Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award.

M. The Bidder further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specified within the bid, it being understood and agreed that the completion within the time limit is an essential part of the contract.

N. By submitting a bid, the Bidder understands and agrees that, if his bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the City for any damages the City may thereby suffer.

O. No bid will be considered unless the party offering it shall furnish evidence satisfactory to the City that he has necessary facilities, ability and pecuniary resources to fulfill the conditions of the Contract.

5. **Additional Information Request:** Questions regarding this Request for Bid or requests for clarifications of the specifications on the Invitation to Bid can be emailed to Steve Raasch, Facilities Manager at SRaasch@yorkville.il.us by the end of business on July 6, 2018. Answers will be provided in writing to all potential Bidders who the City has notice of their intent to submit a bid; No oral comments will be made to any Bidder as to the meaning of the Request for Bid and Specifications or other contract documents. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware of and the City will reject all claims related thereto.

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

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

6. **Conditions:**
   A. The City is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This bid shall not include any amounts of money for these taxes.
   B. The City shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in itemization of the bid.
   C. All bids shall be good for ninety (90) days from the date of the bid opening.

7. **Award of Bid:** The United City of Yorkville reserves the right to reject any or all bids and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the United City of Yorkville.
   A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the items of work. No additional payment will be made for such incidental work. The Bidder shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.
   B. In addition to price, the City may consider:
      - Ability, capacity and skill to fulfill the contract as specified.
      - Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
      - Character, integrity, reputation, judgment, experience and efficiency.
      - Quality of performance on previous contracts.
      - Previous and existing compliance with laws and ordinances relating to the contract.
      - Sufficiency of financial resources.
      - Quality, availability and adaptability of the commodities, services or construction, in relation to the City's requirements.
      - Ability to provide future maintenance and service under the contract.
      - Number and scope of conditions attached to the bid.
      - Record of payments for taxes, licenses or other monies due the City

8. **Rejection of Bids:**
   A. The City reserves the right to cancel invitations for bids or requests for bids without penalty when it is in the best interest of the City. Notice of cancellation shall be sent to all individuals or entities solicited.
   B. The City reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the City. Any bid not conforming to the specifications or requirements set forth by the City in the bid request may be rejected.
   C. Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

9. **Equal Opportunity:** The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

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

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

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

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

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

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

12. **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 Labors 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.

13. **Approval and Use of Subcontractors:** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Contractor shall be included on the Subcontractor's form in the Bid Document 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.

14. **Assignment:** Neither the City nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

15. **Governing Law:** The Contract and the rights of the City and Bidder under the Contract shall be interpreted according to the laws of the State of Illinois. Venue for any action related to the Contract will be in the Circuit Court of Kendall County, Illinois.

16. **Changes in Law:** Unless otherwise explicitly provided in the Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

17. **Time:** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in the Contract to days shall be construed to refer to calendar days.

GENERAL CONDITONS

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

1. **Definitions:** The Term "City" whenever used in the contract documents shall be construed to mean the United City of Yorkville. The United City of Yorkville, the Community Development Department, and the Director of Community Development shall also be known herein, respectively, as the City, the Department, and the Director.

2. **Conditions:** The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this Project and bid. Failure to make such investigation and preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of the contract.

3. **Bid Bond:** If the bidder's bid for this project exceeds forty thousand dollars ($40,000.00), bids shall be secured by a certified check, bank draft, satisfactory bid bond or approved letter of credit in the amount of ten percent (10%) of the total amount of the complete project. Bid security shall be submitted with the bid.

4. **Performance Bond:** If the bidder's bid for the project is equal to or greater than $5,000 then the following bonds shall be delivered to the City and shall become binding with the acceptance of the bid:

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

   Upon receipt of the performance bond, the City will return the bid bond to the bidder.

5. **Insurance Requirements:** The successful Bidder shall comply with the City's insurance requirements attached hereto as Exhibit A.

6. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the City to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the City or

Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts or war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

7. **Liquidated Damages:** Time is of the essence to the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the City the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each hour of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the City during extended and delayed performance by the Contractor of the work. The liquidated damage amount specified will accrue and be assessed not until final completion of the total physical work of the contract even though the work may be substantially complete. The City will deduct these liquidated damages from any monies due or to become due to the Contractor from the City.

   Deduction for Each Day of Overrun in Contract Time: $250.00 per day.

8. **Compliance with Laws and Regulations:** In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

9. **Contract Term:** The contract will begin upon a full executed Agreement and approval of the City Council and expire no later than sixty (60) days following the completion of the installation. Demolition shall be completed no later than 30 days upon contractor's receipt of the formal Notice to Proceed.

10. **Driver's License:** Before commencing work, the Contractor shall provide a copy of valid driver's license for each employee operating equipment in the City. Drivers shall possess a Commercial Driver's License with appropriate endorsements if operating equipment that requires such a license.

11. **Change Orders:** After a contract is awarded pursuant to the competitive bid procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:

a. Is approved by the City Council when the change order is an increase or decrease of more than $10,000 or the time of completion by more than 30 days.

b. Is approved by the by the City Administrator, or his/her designee for change orders that are not greater than ten thousand dollars ($10,000.00).

12. **Construction Contracts:**

a. The Bidder must comply with all applicable laws prerequisite to doing business in the state.

b. The Bidder must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).

c. The Bidder must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.

13. **Termination:** The City shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the City shall provide Contractor at least ten (10) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 11th day.

a. When this contract, or any portion hereof, is terminated or cancelled by the City, and the Contractor released before all items of work included in this contract have been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.

b. Termination of a contract, as stated above will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.

14. **Additional Items:** The City and Contractor further agree that

a. **Prevailing Wage**

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

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

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

b. **Sexual Harassment:** During the entire term of the contract, Contractor shall have in full force and effect a written Sexual Harassment Policy, which complies with the Illinois Human Rights Act (775- ILCS 5/1-101 et.seq.) including at least the following: 1) a statement on the illegality of sexual harassment; 2) the definition of sexual harassment under Illinois Law; 3) a description of sexual harassment, utilizing examples; 4) an internal complaint process, including penalties; 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission"); 6) directions on how to contact the Department and the Commission; and 7) protection against retaliation as provided by Section 6-101 of the Act.

c. **Drug Free Workplace:** In compliance with Illinois law, The Contractor certifies and agrees that it will provide a drug free workplace by:

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

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

d. **Substance Abuse Prevention on Public Works Projects:** Before a contractor or subcontractor commences work on a public works project as defined in 820 ILCS 130/2, the contractor or subcontractor shall have in place a written program which meets or exceeds the program requirements in the Substance Abuse Prevention on Public Works Projects Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:

1) A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing; however, blood testing is not mandatory for the employer where a urine test is sufficient.
2) A prohibition against the actions or conditions specified in 820 ILCS 265/10.
3) A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.
4) A procedure for notifying an employee who violates 820 ILCS 265/10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of 820 ILCS 265/20.

e. **Non-Collusion:** The Contractor represents that it is not barred from bidding for this contract as a result of a violation of 720 ILCS 5/33E concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts. The Contractor will be required to sign the Non-Collusion Certification.

f. **Compliance with Laws and Regulations:** In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

REFERENCES

UNITED CITY OF YORKVILLE

General Information, list below current business references for whom you have performed work similar to that required by this bid.

Business: Illinois Department of Transportation (District)

Address: 201 Cook Court

City, State, Zip Code: Schaumburg, IL. 60195

Telephone Number: 847-705-4000

Contact Person: Paul Gregoire

Dates of Service: Various projects over last 10 years

Business: Will County Highway Department

Address: 16841 W. Laraway Road

City, State, Zip Code: Joliet, IL. 60433

Telephone Number: 815-727-8476

Contact Person: Jeff Carabba

Dates of Service: Various projects over last 10 years

Business: City of Morris

Address: 700 N. Division Street

City, State, Zip Code: Morris, IL. 60450

Telephone Number: 815-942-0103

Contact Person: Guy Christensen (Chamlin & Associates - 815-942-1402)

Dates of Service: Various projects

If additional sheets are needed, please make copies.

SUBCONTRACTORS

UNITED CITY OF YORKVILLE

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1: Brock Industrial Services

Address: 2210 Oak Leaf Street

City, State, Zip Code: Joliet, IL. 60436

Telephone Number: 815-773-2272

Value of Work Subcontracted: $26,500.00

Nature of Work Subcontracted: Asbestos removal / disposal

Subcontractor No. 2: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

Subcontractor No. 3: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

Bid Proposal Sheet

The prices stated in this bid are guaranteed for 90 days from the date of hereof and if awarded within that period, we agree to complete the work covered by this Bid at said prices.

Division 1 $ 5,000.00 General Requirements

Division 2 $ 6,000.00 Site Construction

Division 11 $ 15,000.00 Equipment

$ 5,000.00 Overhead & Profit

$ 1,000.00 Bonds & Insurance (Bid Bond: Y/N, Performance Bond: Y/N)

Total Bid $ 78,000.00

Bid Proposal Sheet

The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the City reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner's best interest.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Person submitting the bid is not barred by law from submitting a bid to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or b720 ILCS 5/33-4 (Proposal Rotating); and that

The Person submitting the bid 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 bid provides a drug free workplace pursuant to 30 ILCS 580/1, *et seq.*, and that

The Person submitting the bid 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 bid 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.

D. Construction, Inc.
Firm Name

Signed Name and Title

1488 S. Broadway
Street Address

Kenneth Sanders - President
Print Name and Title

Coal City, IL 60416
City State Zip

t.hansen@dconstruction.com
E-mail Address

815-634-2555
Phone Number

815-634-8748
Fax Number

7-17-18
Date

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

CONTRACT

THIS CONTRACT made this _____ day of _____, 2018, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the "*Owner*" and _____ located at _____ hereinafter called the "*Contractor*".

WITNESSETH:

WHEREAS, the Owner has heretofore solicited Bids for all labor and materials necessary to complete the work specified in this bid package;

WHEREAS, the Owner has found that the Contractor is the lowest responsible person submitting the bid for said work and has awarded the Contractor this contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the demolition of the building at 111 W. Madison Street and the subsequent site restoration, in accordance with the conditions and prices stated in the Request for Bid, Instructions to Persons submitting bids – General Conditions, Special Conditions, Insurance Requirements, Specifications and Plans, Bid, and Detail Exception Sheet all of which are made a part hereof and herein called the "*Contract Documents*".
2. The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE

By: _____

CONTRACTOR:

By: _____
Signature

Kenneth Sanders - President
Print Name and Title

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The city reserves the right to accept or reject any or all exceptions.

Bidder's exceptions are:

N/A

Exhibit A

UNITED CITY OF YORKVILLE, ILLINOIS
INSURANCE REQUIREMENTS

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

1. MINIMUM SCOPE OF INSURANCE Coverage shall be at least as broad as:

   A. Insurance Services Office Commercial General Liability Occurrence Form CG 0001 with the City named as additional insured; on a form at least as broad as the endorsement in paragraph 10 including ISO Additional Insured Endorsement CG 2026, CG 2010.

   B. Owners and Contractors Protective Liability (OCP) policy is required with the City as insured (for contracts with subcontractors and projects that are inherently dangerous).

   C. Insurance Service Office Business Auto Liability Coverage Form Number CA 0001, Symbol 01 "Any Auto."

   D. Workers' Compensation as required by the Worker's Compensation Act of the State of Illinois and Employers' Liability insurance.

   E. Builder Risk Property Coverage with City as loss payee.

2. MINIMUM LIMITS OF INSURANCE Contractor shall maintain limits no less than if required under above scope:

   A. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000.

   B. Owners and Contractors Protective Liability (OCP): $1,000,000 combined single limit per occurrence for bodily injury and property damage.

   C. Businesses Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

   D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of $1,000,000 per accident.

   E. Builder's Risk shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis. (Protection against loss of materials during construction, renovation, or repair of a structure.)

   F. Umbrella Excess Insurance: $3,000,000. "Following form" of the underlying and excess policies including listing the City as an additional insured.

3. DEDUCTIBLES AND SELF-INSURED RETENTIONS

   Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

4. OTHER INSURANCE PROVISIONS

   The policies are to contain, or be endorsed to contain, the following provisions:

   A. General Liability and Automobile Liability Coverages

      1. The City, its officials, agents, employees, and volunteers are to be covered as additional insured's as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees, and volunteers.

      2. The Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees, and volunteers.

4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the City, its officials, agents, employees, and volunteers as additional insured's.

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

B. All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage, or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

5. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois.

6. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance naming the City, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before any work commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated in paragraph 10, such as ISO Additional Insured Endorsements CG 2026 or CG 2010. The City reserves the right to request full certified copies of the insurance policies and endorsements.

7. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. ASSUMPTION OF LIABILITY

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier, or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

9. INDEMNITY/HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may anywise result therefore, except that arising out of the sole legal cause of the City, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its officials, agents, and employees as herein provided.

10. ADDITIONAL INSURED ENDORSEMENT

The "WHO IS AN INSURED" section of the policy/coverage document shall be amended to include as an insured, the City, but only with respect to liability arising out of your work. For purpose of this endorsement, "arising out of your work" shall mean: (1) Liability the Additional Insured may incur resulting from the actions of a contractor it hires, (2) Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work, (3) Liability the Additional Insured may incur for failure to maintain safe worksite conditions, and (4) Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: **Building Demolition and Site Restoration at 111 W. Madison Street Yorkville, IL**

ADDENDUM No. 1

DATE: 7/9/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Comprehensive Asbestos Report, Lead-Based Paint Inspection, and Extension of Bid Due Date & Bid Opening

1. **Comprehensive Asbestos Survey, Dated July 6, 2018, from Midwest Environmental Consulting Services, Inc.**
2. **Lead-Based Paint Inspection, Dated July 6, 2018, from Midwest Environmental Consulting Services, Inc.**
3. **The United City of Yorkville will be extending the bid due date and the public bid opening until Tuesday July 17, 2018 at 10:00am at Yorkville City Hall. This decision was made to allow time for each contractor to provide an accurate cost for the abatement of such items in their total proposal amount.**

7-9-18

Signature **Date**

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

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

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices

OWNER:
(Name, legal status and address)

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Building Demolition and Site Restoration at 111 W. Madison Street

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of July, 2018.

(Witness) Tamara L. Hansen

(Witness)

D. Construction, Inc.
(Principal) *(Seal)*

By:
(Title) Kenneth Lindeno President

Liberty Mutual Insurance Company
(Surety) *(Seal)*

By:
(Title) R.L. McWethy , Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

State of Illinois }
} ss.
County of DuPage }

On the 17th day of July, 2018, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R. L. McWethy known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 06/24/2022

Debra A. Couch, Notary Public

OFFICIAL SEAL
DEBRA A COUCH
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/24/22

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, R.L. McWethy of the city of Downers Grove, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: D. Construction, Inc.

Obligee Name: United City of Yorkville

Surety Bond Number: Bid Bond **Bond Amount:** See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of March, 2017.

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 6th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of July, 2018.

By: _____
Renee C. Llewellyn, Assistant Secretary

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: **Building Demolition and Site Restoration at 111 W. Madison Street Yorkville, IL**

ADDENDUM No. 1

DATE: 7/9/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Comprehensive Asbestos Report, Lead-Based Paint Inspection, and Extension of Bid Due Date & Bid Opening

1. **Comprehensive Asbestos Survey, Dated July 6, 2018, from Midwest Environmental Consulting Services, Inc.**
2. **Lead-Based Paint Inspection, Dated July 6, 2018, from Midwest Environmental Consulting Services, Inc.**
3. **The United City of Yorkville will be extending the bid due date and the public bid opening until Tuesday July 17, 2018 at 10:00am at Yorkville City Hall. This decision was made to allow time for each contractor to provide an accurate cost for the abatement of such items in their total proposal amount.**

7/16/2018

Signature

Date

REFERENCES

UNITED CITY OF YORKVILLE

General Information, list below current business references for whom you have performed work similar to that required by this bid.

Business: Papesh Construction

Address: 131 Airport Drive Unit G

City, State, Zip Code: Joliet IL 60431

Telephone Number: 815-791-1939

Contact Person: Brian Papesh

Dates of Service: 2016-2018

Business: Carlson Environmental Inc.

Address: 65 E Wacker Place Ste 2210

City, State, Zip Code: Chicago IL 60601

Telephone Number: 312-704-8950

Contact Person: Ed Garske

Dates of Service: 2000 - 2019

Business: George Solitt

Address: 790 N. Central Ave

City, State, Zip Code: Wood Dale IL 60191

Telephone Number: 630-860-7333

Contact Person: Tom Baker

Dates of Service: 2010-2018

If additional sheets are needed, please make copies.

SUBCONTRACTORS

UNITED CITY OF YORKVILLE

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1: Safe Environmental Corporation

Address: 10030 Express Dr. Suite A & B

City, State, Zip Code: Highland, In 46322

Telephone Number: 219-922-0850

Value of Work Subcontracted: 35,000.00

Nature of Work Subcontracted: Asbestos Contractor

Subcontractor No. 2: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

Subcontractor No. 3: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

Bid Proposal Sheet

The prices stated in this bid are guaranteed for 90 days from the date of hereof and if awarded within that period, we agree to complete the work covered by this Bid at said prices.

Division 1 $ 10,000.00 General Requirements

Division 2 $ 63,500.00 Site Construction

Division 11 $ 10,000.00 Equipment

$ 15,000.00 Overhead & Profit

$ 1000.00 Bonds & Insurance (Bid Bond: Y/N, Performance Bond: Y/N)

Total Bid $ 99,500.00

Bid Proposal Sheet

The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the City reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner's best interest.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Person submitting the bid is not barred by law from submitting a bid to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or b720 ILCS 5/33-4 (Proposal Rotating); and that

The Person submitting the bid 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 bid provides a drug free workplace pursuant to 30 ILCS 580/1, *et seq.*, and that

The Person submitting the bid 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 bid 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.

Alessio & Sons Company
Firm Name

Signed Name and Title

936 Moen Ave Unit 3
Street Address

Michael Alessio Pres.
Print Name and Title

Rockdale, IL 60436
City State Zip

michaelalessio@alessiocompanies.com
E-mail Address

815-725-5513
Phone Number

815-725-6742
Fax Number

7/16/2019
Date

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

CONTRACT

THIS CONTRACT made this 16 day of July, 2018, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the "*Owner*" and Alessio & Sons Company located at 936 Moen Ave Rockdale IL 60436 hereinafter called the "*Contractor*".

WITNESSETH:

WHEREAS, the Owner has heretofore solicited Bids for all labor and materials necessary to complete the work specified in this bid package;

WHEREAS, the Owner has found that the Contractor is the lowest responsible person submitting the bid for said work and has awarded the Contractor this contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the demolition of the building at 111 W. Madison Street and the subsequent site restoration, in accordance with the conditions and prices stated in the Request for Bid, Instructions to Persons submitting bids – General Conditions, Special Conditions, Insurance Requirements, Specifications and Plans, Bid, and Detail Exception Sheet all of which are made a part hereof and herein called the "*Contract Documents*".
2. The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE

By: _____

CONTRACTOR:

By: _____
Signature
Michael Alessio Pres.
Print Name and Title

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The city reserves the right to accept or reject any or all exceptions.

Bidder's exceptions are:

NONE

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, | Alessio & Sons, Co. |, as Principal, and **Philadelphia Indemnity Insurance Company**, a corporation organized and existing under the laws of the State of Pennsylvania, and authorized to do business in the State of | Illinois | as Surety, are held and firmly bound unto the City of Yorkville, as Obligee, in the sum of | Ten Percent of Bid Amount | DOLLARS ($10% of Bid Amount), lawful money of the United States of America, to the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:

Building Demolition and site restoration at 111 W. Madison Street, Yorkville, Illinois

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with the Surety or with other surety or sureties approved by the Obligee, or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, sealed and dated this |16th| day of |July, 2018|

Alessio & Sons, Co	
(Principal)	(Seal)

By: _____

Michael Alessio, President

Philadelphia Indemnity Insurance Company	
(Surety)	(Seal)

By: _____

| Edwin Olszta |, Attorney-In-Fact

AFFIDAVIT OF ATTORNEY-IN-FACT FOR SURETY

STATE OF ILLINOIS

COUNTY OF WILL

I, Maureen F. Head, Notary Public of Will County, in the State of Illinois, do hereby certify that Edwin Olszta, Attorney-in-Fact, of Philadelphia Indemnity Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered said instrument, for and on behalf of the Philadelphia Indemnity Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal in said County, this 16th day of July, 2018.

OFFICIAL SEAL
MAUREEN F HEAD
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 01/10/2019

(Notarial Seal)

Notary Public Maureen F. Head

State Illinois County Will

My Commission Expires 1/10/19

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Raymond A. Mathews and Edwin Olszta of Ray Weidenaar & Co., dba RWC Insurance Group**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$25,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Nora Howard, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Jan. 8, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Notary Public: Nora Howard

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, 20___.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bid Proposal Sheet

The prices stated in this bid are guaranteed for 90 days from the date of hereof and if awarded within that period, we agree to complete the work covered by this Bid at said prices.

Division 1 $ 18,500.00 General Requirements

Division 2 $ 50,000.00 Site Construction

Division 11 $ 29,500.00 Equipment

$ 18,000.00 Overhead & Profit

$ 2,000.00 Bonds & Insurance (Bid Bond (Y/N, Performance Bond (Y/N)

Total Bid $ 118,000.00

Bid Proposal Sheet

The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the City reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner's best interest.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Person submitting the bid is not barred by law from submitting a bid to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or b720 ILCS 5/33-4 (Proposal Rotating); and that

The Person submitting the bid 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 bid provides a drug free workplace pursuant to 30 ILCS 580/1, *et seq.*, and that

The Person submitting the bid 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 bid 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.

A-1 Fowler, Inc.
Firm Name

1540 Gilpen Avenue
Street Address

South Elgin IL 60177
City State Zip

847-931-1257
Phone Number

July 16, 2018
Date

President
Signed Name and Title

Brian Fowler / President
Print Name and Title

fowlerservices@sbcglobal.net
E-mail Address

847-695-8770
Fax Number

REFERENCES

UNITED CITY OF YORKVILLE

General Information, list below current business references for whom you have performed work similar to that required by this bid.

Business: County of Kane
Address: 719 S. Batavia Ave. Bldg A
City, State, Zip Code: Geneva, IL 60134
Telephone Number: 630-444-3186
Contact Person: Maria Calamia
Dates of Service: 2/4/17 - 3/11/17

Business: School District U-46
Address: 1460 Sheldon Drive
City, State, Zip Code: Elgin, IL 60120
Telephone Number: 847-888-5000
Contact Person: Greg Berna
Dates of Service: 3/11/17 - 4/1/17 Various Dates - Multiple projects

Business: DeKalb County Government
Address: 110 E. Sycamore Street
City, State, Zip Code: Sycamore, IL 60178
Telephone Number: 815-895-7188
Contact Person: Rebecca Von Drasek
Dates of Service: 2/21/15 - 8/8/15

If additional sheets are needed, please make copies.

SUBCONTRACTORS

UNITED CITY OF YORKVILLE

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1: Cove Remediation

Address: 5316 West 124th Street

City, State, Zip Code: Alsip, IL 60803

Telephone Number: 708-925-9012

Value of Work Subcontracted: $26,150.00

Nature of Work Subcontracted: Asbestos Contractor

Subcontractor No. 2: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

Subcontractor No. 3: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The city reserves the right to accept or reject any or all exceptions.

Bidder's exceptions are:

N/A

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

CONTRACT

THIS CONTRACT made this _____ day of _____, 2018, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the "*Owner*" and _____ located at _____ hereinafter called the "*Contractor*".

WITNESSETH:

WHEREAS, the Owner has heretofore solicited Bids for all labor and materials necessary to complete the work specified in this bid package;

WHEREAS, the Owner has found that the Contractor is the lowest responsible person submitting the bid for said work and has awarded the Contractor this contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the demolition of the building at 111 W. Madison Street and the subsequent site restoration, in accordance with the conditions and prices stated in the Request for Bid, Instructions to Persons submitting bids – General Conditions, Special Conditions, Insurance Requirements, Specifications and Plans, Bid, and Detail Exception Sheet all of which are made a part hereof and herein called the "*Contract Documents*".
2. The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE

By: _____

CONTRACTOR:

By: _____
Signature

Brian Fowler President
Print Name and Title

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: **Building Demolition and Site Restoration at 111 W. Madison Street Yorkville, IL**

ADDENDUM No. 1

DATE: 7/9/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Comprehensive Asbestos Report, Lead-Based Paint Inspection, and Extension of Bid Due Date & Bid Opening

1. **Comprehensive Asbestos Survey, Dated July 6, 2018, from Midwest Environmental Consulting Services, Inc.**
2. **Lead-Based Paint Inspection, Dated July 6, 2018, from Midwest Environmental Consulting Services, Inc.**
3. **The United City of Yorkville will be extending the bid due date and the public bid opening until Tuesday July 17, 2018 at 10:00am at Yorkville City Hall. This decision was made to allow time for each contractor to provide an accurate cost for the abatement of such items in their total proposal amount.**

7/16/18

Signature **Date**

BID BOND
(Percentage)

Bond No. 63725925

KNOW ALL PERSONS BY THESE PRESENTS, That we A-1 Fowler, Inc.
of 1540 Gilpen Ave., South Elgin, IL 60177
, hereinafter referred to as the Principal, and
WESTERN SURETY COMPANY
as Surety, are held and firmly bound unto City of Yorkville
xx
, hereinafter referred to as the Obligee, in the amount of
Ten Percent of the Amount Bid
(10%), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for
Demolition of 111 W. Madison St., Yorkville IL

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 17th day of July, 2018.

Principal

A-1 Fowler, Inc.

BY:

Surety

WESTERN SURETY COMPANY

BY:
Scott D Hoffman, Attorney-in-Fact

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Form F4595-8-2001

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 63725925

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Scott D Hoffman

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: A-1 Fowler, Inc.

Obligee: City of Yorkville

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 63725925 is not issued on or before midnight of October 15th, 2018, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 17th day of July, 2018.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
ss
COUNTY OF MINNEHAHA }

On this 17th day of July, in the year 2018, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 17th day of July, 2018.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-10-2017

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2018

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: Michele King	
CRH Insurance Agency, LLC 1381 Wind Energy Pass Batavia, IL 60510	PHONE (A/C, No, Ext): (630) 208-8496	FAX (A/C, No): (630) 208-8497
	E-MAIL ADDRESS: admin@crinsurance.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Pekin Insurance	24228
INSURED	INSURER B :	
A-1 Fowler Inc 1540 Gilpen Ave South Elgin IL 60177-1212	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CL0151908	02/07/2018	02/07/2019	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			00P672524	02/07/2018	02/07/2019	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 1,000,000
							BODILY INJURY (Per accident)	$ 1,000,000
							PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CU32340	02/07/2018	02/07/2019	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		00WC94251	02/07/2018	02/07/2019	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

The United City of Yorkville
800 Game Farm Road

Yorkville, IL 60560

CANCELLATION

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 Scott Hoff <MK>

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Bid Proposal Sheet

The prices stated in this bid are guaranteed for 90 days from the date of hereof and if awarded within that period, we agree to complete the work covered by this Bid at said prices.

Division 1 $ 5,000.00 JC General Requirements

Division 2 $ 87,200.00 Site Construction

Division 11 $ 15,000.00 Equipment

$ 15,000.00 Overhead & Profit

$ 1500.00 Bonds & Insurance (Bid Bond: Y/N, Performance Bond: (Y)N)

Total Bid $ 123,700.00

Bid Proposal Sheet

The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the City reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner's best interest.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Person submitting the bid is not barred by law from submitting a bid to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or b720 ILCS 5/33-4 (Proposal Rotating); and that

The Person submitting the bid 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 bid provides a drug free workplace pursuant to 30 ILCS 580/1, *et seq.*, and that

The Person submitting the bid 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 bid 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.

Lite Construction, INC
Firm Name

711 S. Lake St.
Street Address

Montgomery IL 60538
City State Zip

630. 896. 7220
Phone Number

7.12.18
Date

James E Campbell president
Signed Name and Title

James E Campbell - president
Print Name and Title

timc@liteconstruction.com
E-mail Address

630. 896. 1304
Fax Number

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: **Building Demolition and Site Restoration at 111 W. Madison Street Yorkville, IL**

ADDENDUM No. 1

DATE: 7/9/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Comprehensive Asbestos Report, Lead-Based Paint Inspection, and Extension of Bid Due Date & Bid Opening

1. **Comprehensive Asbestos Survey, Dated July 6, 2018, from Midwest Environmental Consulting Services, Inc.**
2. **Lead-Based Paint Inspection, Dated July 6, 2018, from Midwest Environmental Consulting Services, Inc.**
3. **The United City of Yorkville will be extending the bid due date and the public bid opening until Tuesday July 17, 2018 at 10:00am at Yorkville City Hall. This decision was made to allow time for each contractor to provide an accurate cost for the abatement of such items in their total proposal amount.**

7-10-18

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

CONTRACT

THIS CONTRACT made this _____ day of _____, 2018, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the "*Owner*" and _____ located at _____ hereinafter called the "*Contractor*".

WITNESSETH:

WHEREAS, the Owner has heretofore solicited Bids for all labor and materials necessary to complete the work specified in this bid package;

WHEREAS, the Owner has found that the Contractor is the lowest responsible person submitting the bid for said work and has awarded the Contractor this contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the demolition of the building at 111 W. Madison Street and the subsequent site restoration, in accordance with the conditions and prices stated in the Request for Bid, Instructions to Persons submitting bids – General Conditions, Special Conditions, Insurance Requirements, Specifications and Plans, Bid, and Detail Exception Sheet all of which are made a part hereof and herein called the "*Contract Documents*".
2. The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE

By: _____

CONTRACTOR:

By: _____
Signature

_____
Print Name and Title

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The city reserves the right to accept or reject any or all exceptions.

Bidder's exceptions are:

REFERENCES

UNITED CITY OF YORKVILLE

General Information, list below current business references for whom you have performed work similar to that required by this bid.

Business: See A305

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Business: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Business: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

If additional sheets are needed, please make copies.

SUBCONTRACTORS

UNITED CITY OF YORKVILLE

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1: RPM Hauling

Address: Po Box 449

City, State, Zip Code: Sugar Grove IL 60554

Telephone Number: 630-669-0017

Value of Work Subcontracted: $65,000.00

Nature of Work Subcontracted: Demolision building

Subcontractor No. 2: Brock Industrial Services

Address: 2210 Oak Leaf St.

City, State, Zip Code: Joliet, IL. 60436

Telephone Number: 815-773-2272

Value of Work Subcontracted: Asbestos ~~$80,000.00~~ $27,200.00 JC

Nature of Work Subcontracted: Removal of Asbestos

Subcontractor No. 3: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Lite Construction, Inc.
711 S. Lake Street
Montgomery, IL 60538

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

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

BOND AMOUNT: **Ten Percent (10%) of the Total Amount Bid**

PROJECT:
(Name, location or address, and Project number, if any)

Building Demolition and Site Restoration at 111 W. Madison Street, Yorkville, Illinois

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

LITE CONSTRUCTION, INC. CORPORATE SEAL ILLINOIS

Signed and sealed this **12th** day of **July, 2018.**

James Campbell *(Witness)*	**Lite Construction, Inc.** *(Principal)* *(Seal)*
	James E Campbell - President *(Title)*
Krista A. Hrdlicka *(Witness)*	**Travelers Casualty and Surety Company of America** *(Surety)* *(Seal)*
	Vicki S. Duncan *(Title)* **Vicki S. Duncan, Attorney-In-Fact**

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
/

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.
Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.
081110

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 232129

Surety Bond No. or Project Description: Building Demolition and Site Restoration

Principal: Lite Construction, Inc.

Obligee: United City of Yorkville

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Vicki S. Duncan, Kristie A. Pudvan, Joanne Beckett-McGuire, William M. Wolff, Michael M. Hylant, Judy K. Wilson, Joel E. Speckman, Susan E. Hurd, Monica M. Mills, and Lisa M. Wilmot** of the City of **Toledo** State of **Ohio,** their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **9th** day of **May, 2017.**

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **9th** day of **May, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021.**

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of July, 2018.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: United city of Yorkville Illinois
ADDRESS: 800 Game Farm Rd Yorkville IL 60560
SUBMITTED BY: Life Construction, Inc.
NAME: Jim Campbell
ADDRESS: 711 S. Lake St. Montgomery Il 60538
PRINCIPAL OFFICE: 711 S. Lake St. Montgomery Il 60538

[X] Corporation
[ ] Partnership
[ ] Individual
[ ] Joint Venture
[ ] Other

NAME OF PROJECT (*if applicable*): - Building Demolition + Site
TYPE OF WORK (file separate form for each Classification of Work): Restoration

[X] General Construction
[ ] HVAC
[ ] Electrical
[ ] Plumbing
[ ] Other (please specify)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated? N/A

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: 1980

§ 1.3.2 State of incorporation: Illinois

AIA Document A305™ – 1986. Copyright © 1964, 1969, 1979 and 1986 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:43:48 on 10/21/2008 under Order No.1000368175_1 which expires on 10/7/2009, and is not for resale. (2632444087)
User Notes:

§ 1.3.3 President's name: James E Campbell
§ 1.3.4 Vice-president's name(s) Tim Campbell

§ 1.3.5 Secretary's name: Tammi Campbell
§ 1.3.6 Treasurer's name: Tammi Campbell

§ 1.4 If your organization is a partnership, answer the following:
§ 1.4.1 Date of organization:
§ 1.4.2 Type of partnership (if applicable):
§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:
§ 1.5.1 Date of organization:
§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
Fox Valley General Contractors Association

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.
N/A

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.
concrete, carpentry, bricklayer

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
§ 3.2.1 Has your organization ever failed to complete any work awarded to it?
NO

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
NO

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?
NO

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)
NO

AIA Document A305™ – 1986. Copyright © 1964, 1969, 1979 and 1986 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:43:48 on 10/21/2008 under Order No.1000366175_1 which expires on 10/7/2009, and is not for resale.
User Notes:
(2632444087)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See Attached

§ 3.4.1 State total worth of work in progress and under contract:

4 Million

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See Attached

§ 3.5.1 State average annual amount of construction work performed during the past five years:

9 Million

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See Attached

§ 4 REFERENCES

§ 4.1 Trade References:

Attached

§ 4.2 Bank References:

Harris Bank - Sarah Watson 630-420-3553 Call Sarah for info

Old Second - Jason Penman 630-466-4841 Call Jason for info

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Travelers Casualty & Surety Company of America

215 Shuman Blvd Naperville IL 60563

§ 4.3.2 Name and address of agent:

Hylant Group

150 N. Wacker Dr. Chicago IL 60606

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: See Attached

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

AIA Document A305™ – 1986. Copyright © 1964, 1969, 1979 and 1986 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:43:48 on 10/21/2008 under Order No.1000368175_1 which expires on 10/7/2009, and is not for resale. (2632444087)
User Notes:

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Weber & Associates 630-897-4500

314 N Lake St Aurora Il. 60506

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

YES

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

YES

§ 6 SIGNATURE

§ 6.1 Dated at this 12 day of July 2018

Name of Organization: Lite Construction, Inc.

By:

Title: President

§ 6.2

I, [illegible], being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 12 day of July 2018

Notary Public:

My Commission Expires: 7.15.18

Official Seal
Lindsey Dieter
Notary Public State of Illinois
My Commission Expires 07/15/2018

AIA Document A305™ – 1986. Copyright © 1964, 1969, 1979 and 1986 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:43:48 on 10/21/2008 under Order No.1000368175_1 which expires on 10/7/2009, and is not for resale.
User Notes: (2632444087)

Job Reference List

Name	East Aurora HS Phase 2 & 5
Year Construction	10/2016-8/2017
Cost	$8,532,417.00
Owner	East Aurora CUSD #131
Location	Aurora Il 60505
Owner's Contact	Ken Waltz - 630-299-5550
Architect	Cordogan Clark Architects - Rick K. 630-746-5774

Name	West Aurora Schools-Additions/Geo-Installations
Year Construction	1/2016-11/2016
Cost	$7,875,862.00
Owner	West Aurora School District 129
Location	West Aurora Illinois
Owner's Contact	Pat Dacy - 630-301-5022
Architect	StudioGC Architect - Craig M- 847-952-3404

Name	Will State's Attorney Phase 2
Year Construction	2/2016-10/2016
Cost	$1,571,981.00
Owner	Will County
Location	Joilet Illinois
Owner's Contact	Mike Miglorini - 815-740-4715
Architect	Andrew R Partak Architect - 815-478-5604

Name	Fox Metro Water Bldg J & P-1
Year Construction	11/2015-5/2016
Cost	$1,459,739.00
Owner	Fox Metro Water Reclamation District
Location	Oswego Illinois
Owner's Contact	Neal - 630-892-4378
Architect	Walter E Deuchler Assoc. - Lee M. 630-897-4651

Name	Naperville Science / Jefferson School Remo
Year Construction	4/2015-8/2015
Cost	$1,366,661.00
Owner	Naperville CUSD 203
Location	Naperville Illinois
Owner's Contact	Steve Mathis - 630-240-6300
Architect	Wight & Company - Jim Smiley - 630-739-6977

Name	West Chicago HS
Year Construction	3/2015-9/2015
Cost	$1,912,900.00
Owner	Community School District 94
Location	West Chicago
Owner's Contact	Gordon Cole - 630-876-6333
Architect	DLA Architects - William - 847-742-4063

Name	Yorkville HS Additions
Year Construction	7/2013-9/2015
Cost	$9,700,800.00
Owner	Yorkville CUSD 115
Location	Yorkville Illinois
Owner's Contact	Brian Debolt - 630-878-1262
Architect	Concept 3 - Andrew - 630-833-6090

Name	Will County Recorders & Coroners Office Reno.
Year Construction	9/2014-12/2014
Cost	$1,369,343.00
Owner	Will County
Location	Joliet Illinois
Owner's Contact	Mike Miglorioni - 815-405-0395
Architect	Cordogan Clark - Rick/Sue - 630-896-4678

Name	Schafer Elementary 2013 LSW
Year Construction	2/2013-9/2013
Cost	$1,964,828.00
Owner	Schafer School District 45
Location	Villa Park Illinois
Owner's Contact	John Wilson - 630-816-4876
Architect	Concept 3 - Brian - 630-833-6090

Name	Oswego HS Addition
Year Construction	3/2012-8/2013
Cost	$7,530,853.00
Owner	Oswego CUSD 308
Location	Oswego Illinois
Owner's Contact	Pat Dacy - 630-327-1814
Architect	Kluber Inc - Clayton - 630-406-1213

Name	Fred Rodgers Masgnet Academy
Year Construction	10/2012-7/2013
Cost	$2,436,824.00
Owner	East Aurora School District 131
Location	Aurora Illinois
Owner's Contact	Marty Feltes - 630-544-9683
Architect	Cordogan Clark - Chuck - 630-896-4678

Name	KenCom Basement Buildout
Year Construction	11/2011-6/2012
Cost	$1,063,100.00
Owner	Kendall County
Location	Yorkville Illinois
Owner's Contact	Jim Smiley - 630-553-4102
Architect	FGM Architect - Linda -630-574-8300

Name	Illinois Valley Community College
Year Construction	4/2011-10/2011
Cost	$984,544.00
Owner	Illinois Valley Community College
Location	Oglesby Illinois
Owner's Contact	Gary Johnson - 815-224-2720
Architect	Basalay, Cary & Alstadt - Kurt - 815-434-0108

Name	Lockport HS Addition
Year Construction	3/2011-9/2011
Cost	$2,362,627.00
Owner	Lockport Township HS District 205
Location	Lockport Illinois
Owner's Contact	Charmaine 847-742-4063
Architect	DLA Architects - Charmaine 847-742-4063

Name	Lincoln Elementary Additions
Year Construction	7/2008-9/2009
Cost	$3,969,084.00
Owner	Mendota CCSD 289
Location	Mendota Illinois
Owner's Contact	Marcia 815-539-7631
Architect	Middleton Associates-Russ-309-452-1271

Name	Autumn Creek Elementary
Year Construction	12/2007-8/2009
Cost	$4,087,155.00
Owner	Yorkville CUSD 115
Location	Yorkville Illinois
Owner's Contact	Brian Debolt 630-878-1262
Architect	Concept 3 - 630-833-6090

Name	Raintree Middle School
Year Construction	11/2006-8/2008
Cost	$3,900,343.00
Owner	Yorkville CUSD 115
Location	Yorkville Illinois
Owner's Contact	Brian Debolt 630-878-1262
Architect	Concept 3 630-833-6090

Name	Southbury Site Elementary
Year Construction	5/2007-6/2008
Cost	$5,011,722.00
Owner	Oswego CUSD 308
Location	Oswego Illinois
Owner's Contact	Mike Barr - 630-688-2829
Architect	Kluber Inc - Clayton - 630-406-1213

ILLINOIS DEPARTMENT OF
Human Rights

Pat Quinn, Governor
Rocco J. Claps, Director

IDHR #: 95652-00
Date Eligible: 09/19/2014
Expires on: 09/19/2019

Tim Campbell
Vice President
Lite Construction Inc
711 South Lake Street
Montgomery, IL 60538

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the below address or telephone at 312-814-2431.

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942
222 South College Street, Room 101, Springfield, IL 62704, (217) 785-5100

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: LITE CONSTRUCTION INC **Risk ID:** 127167435

Rating Effective Date: 07/01/2016 **Production Date:** 03/15/2016 **State:** ILLINOIS

State	Wt.	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
IL	.11	124,694	152,925	28,231	68,186	52,350	103,741	35,556

(A) Wt.	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.11		124,694	152,925	28,231	68,186	52,350	100,553	32,367

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 32,367	C * (1 - A) + G 163,328	(A) * (F) 7,500	(J) 203,195
Expected	(E) 28,231	C * (1 - A) + G 163,328	(A) * (C) 13,716	(K) 205,275

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors	1.00				(J) / (K) .99

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
REVISED RATING TO INCLUDE UPDATED DATA FOR: IL, POL. #: AW2157170, EFF.: 07/01/2014

© Copyright 1993-2016, All rights reserved. This product is comprised of compilations and information which are the proprietary and exclusive property of the National Council on Compensation Insurance, Inc. (NCCI). No further use, dissemination, sale, transfer, assignment or disposition of this product, in whole or in part, may be made without the prior written consent of NCCI. This product is furnished "As Is" "As available" "With all defects" and includes information available at the time of publication only. NCCI makes no representations or warranties of any kind relating to the product and hereby expressly disclaims any and all express, statutory, or implied warranties, including the implied warranty of merchantability, fitness for a particular purpose, accuracy, completeness, currentness, or correctness of any information or product furnished hereunder. All responsibility for the use of and for any and all results derived or obtained through the use of the product are the end user's and NCCI shall not have any liability thereto.

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: LITE CONSTRUCTION INC

Risk ID: 127167435

Rating Effective Date: 07/01/2015 Production Date: 05/07/2015 State: ILLINOIS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
IL	.11	123,934	151,486	27,552	68,186	52,350	103,741	35,555

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.11		123,934	151,486	27,552	68,186	52,350	100,553	32,367

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 32,367	C * (1 - A) + G 162,651	(A) * (F) 7,500	(J) 202,518
Expected	(E) 27,552	C * (1 - A) + G 162,651	(A) * (C) 13,633	(K) 203,836

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors	1.00				(J) / (K) .99

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
REVISED RATING TO INCLUDE UPDATED DATA FOR: IL, POL. #: AW2157170, EFF.: 07/01/2013

© Copyright 1993-2015, All rights reserved. This product is comprised of compilations and information which are the proprietary and exclusive property of the National Council on Compensation Insurance, Inc. (NCCI). No further use, dissemination, sale, transfer, assignment or disposition of this product, in whole or in part, may be made without the prior written consent of NCCI. This product is furnished "As Is" "As available" "With all defects" and includes information available at the time of publication only. NCCI makes no representations or warranties of any kind relating to the product and hereby expressly disclaims any and all express, statutory, or implied warranties, including the implied warranty of merchantability, fitness for a particular purpose, accuracy, completeness, currentness, or correctness of any information or product furnished hereunder. All responsibility for the use of and for any and all results derived or obtained through the use of the product are the end user's and NCCI shall not have any liability thereto.

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: LITE CONSTRUCTION INC **Risk ID:** 127167435

Rating Effective Date: 07/01/2014 **Production Date:** 02/11/2014 **State:** ILLINOIS

State	Wt	SRP	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
IL	.11	0	110,908	131,165	20,257	0	54,300	0	0

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.11		110,908	131,165	20,257	0	54,300	0	0

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 0	C * (1 - A) + G 153,008	(A) * (F) 0	(J) 153,008
Expected	(E) 20,257	C * (1 - A) + G 153,008	(A) * (C) 12,200	(K) 185,465

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors	1.00				(J) / (K) .82

Copyright 1993-2014, All rights reserved. This experience modification factor is comprised of compilations and information which are the proprietary and exclusive property of the National Council on Compensation Insurance, Inc. (NCCI). No further use, dissemination, sale, transfer, assignment or disposition of this experience rating modification factor or any part thereof may be used without the written consent of NCCI. NCCI makes no representation or warranty, expressed or implied, as to any matter whatsoever including but not limited to the accuracy of any information, product or service furnished hereunder and, as to NCCI, recipient of this experience rating modification factor subscribes to and utilizes the information service "as is".

Vendor Reference				
COMPANY & ADDRESS	Phone & Fax	CONTACTS	Product Line	Line of Credit
Hall and One Services Inc	P- 630-277-0675	Lenny	Plumbing	Open
P O Box 703 Hinckley Il 60520				
Malcor Roofing	P-630/896/6479	Scott	Roofing	Open
1850 Dean St. St Charles Il 60174	F-630/896/6597			
Lasswell Masonry Inc	P-815-286-8015	Kevin	Masonry	Open
430 Prairie View Ln Hinckley Il 60520				
Menards	P-630/201/7879	Matt	Everything	Open
1800 Marketview Dr Yorkville Il 60560				
Volt Electric Inc	P-630-552-1600	Ken	Electric	Open
9 S 500 Bushenll Rd Big Rock Il 60511				
Built-Rite Construction	P-630-299-3374	Ralph	Casework	Open
1001 Aucutt Rd. Montgomery Il 60538				
The Flooring Guys of Illinois	P-630-844-8510	Brian	Flooring	Open
700 B South Lake St Montgomery Il 60538				

Job Reference List

Name	East Aurora HS Phase 2 & 5
Year Construction	10/2016-8/2017
Cost	$8,532,417.00
Owner	East Aurora CUSD #131
Location	Aurora Il 60505
Owner's Contact	Ken Waltz - 630-299-5550
Architect	Cordogan Clark Architects - Rick K. 630-746-5774

Name	West Aurora Schools-Additions/Geo-Installations
Year Construction	1/2016-11/2016
Cost	$7,875,862.00
Owner	West Aurora School District 129
Location	West Aurora Illinois
Owner's Contact	Pat Dacy - 630-301-5022
Architect	StudioGC Architect - Craig M- 847-952-3404

Name	Will State's Attorney Phase 2
Year Construction	2/2016-10/2016
Cost	$1,571,981.00
Owner	Will County
Location	Joilet Illinois
Owner's Contact	Mike Miglorini - 815-740-4715
Architect	Andrew R Partak Architect - 815-478-5604

Name	Fox Metro Water Bldg J & P-1
Year Construction	11/2015-5/2016
Cost	$1,459,739.00
Owner	Fox Metro Water Reclamation District
Location	Oswego Illinois
Owner's Contact	Neal - 630-892-4378
Architect	Walter E Deuchler Assoc. - Lee M. 630-897-4651

Name	Naperville Science / Jefferson School Remo
Year Construction	4/2015-8/2015
Cost	$1,366,661.00
Owner	Naperville CUSD 203
Location	Naperville Illinois
Owner's Contact	Steve Mathis - 630-240-6300
Architect	Wight & Company - Jim Smiley - 630-739-6977

Name	West Chicago HS
Year Construction	3/2015-9/2015
Cost	$1,912,900.00
Owner	Community School District 94
Location	West Chicago
Owner's Contact	Gordon Cole - 630-876-6333
Architect	DLA Architects - William - 847-742-4063

Name	Yorkville HS Additions
Year Construction	7/2013-9/2015
Cost	$9,700,800.00
Owner	Yorkville CUSD 115
Location	Yorkville Illinois
Owner's Contact	Brian Debolt - 630-878-1262
Architect	Concept 3 - Andrew - 630-833-6090

Name	Will County Recorders & Coroners Office Reno.
Year Construction	9/2014-12/2014
Cost	$1,369,343.00
Owner	Will County
Location	Joliet Illinois
Owner's Contact	Mike Miglorioni - 815-405-0395
Architect	Cordogan Clark - Rick/Sue - 630-896-4678

Name	Schafer Elementary 2013 LSW
Year Construction	2/2013-9/2013
Cost	$1,964,828.00
Owner	Schafer School District 45
Location	Villa Park Illinois
Owner's Contact	John Wilson - 630-816-4876
Architect	Concept 3 - Brian - 630-833-6090

Name	Oswego HS Addition
Year Construction	3/2012-8/2013
Cost	$7,530,853.00
Owner	Oswego CUSD 308
Location	Oswego Illinois
Owner's Contact	Pat Dacy - 630-327-1814
Architect	Kluber Inc - Clayton - 630-406-1213

Name	Fred Rodgers Masgnet Academy
Year Construction	10/2012-7/2013
Cost	$2,436,824.00
Owner	East Aurora School District 131
Location	Aurora Illinois
Owner's Contact	Marty Feltes - 630-544-9683
Architect	Cordogan Clark - Chuck - 630-896-4678

Name	KenCom Basement Buildout
Year Construction	11/2011-6/2012
Cost	$1,063,100.00
Owner	Kendall County
Location	Yorkville Illinois
Owner's Contact	Jim Smiley - 630-553-4102
Architect	FGM Architect - Linda -630-574-8300

Name	Illinois Valley Community College
Year Construction	4/2011-10/2011
Cost	$984,544.00
Owner	Illinois Valley Community College
Location	Oglesby Illinois
Owner's Contact	Gary Johnson - 815-224-2720
Architect	Basalay, Cary & Alstadt - Kurt - 815-434-0108

Name	Lockport HS Addition
Year Construction	3/2011-9/2011
Cost	$2,362,627.00
Owner	Lockport Township HS District 205
Location	Lockport Illinois
Owner's Contact	Charmaine 847-742-4063
Architect	DLA Architects - Charmaine 847-742-4063

Name	Lincoln Elementary Additions
Year Construction	7/2008-9/2009
Cost	$3,969,084.00
Owner	Mendota CCSD 289
Location	Mendota Illinois
Owner's Contact	Marcia 815-539-7631
Architect	Middleton Associates-Russ-309-452-1271

Name	Autumn Creek Elementary
Year Construction	12/2007-8/2009
Cost	$4,087,155.00
Owner	Yorkville CUSD 115
Location	Yorkville Illinois
Owner's Contact	Brian Debolt 630-878-1262
Architect	Concept 3 - 630-833-6090

Name	Raintree Middle School
Year Construction	11/2006-8/2008
Cost	$3,900,343.00
Owner	Yorkville CUSD 115
Location	Yorkville Illinois
Owner's Contact	Brian Debolt 630-878-1262
Architect	Concept 3 630-833-6090

Name	Southbury Site Elementary
Year Construction	5/2007-6/2008
Cost	$5,011,722.00
Owner	Oswego CUSD 308
Location	Oswego Illinois
Owner's Contact	Mike Barr - 630-688-2829
Architect	Kluber Inc - Clayton - 630-406-1213

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: Building Demolition and Site Restoration at 111 W. Madison Street Yorkville, IL

ADDENDUM No. 1

DATE: 7/9/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Comprehensive Asbestos Report, Lead-Based Paint Inspection, and Extension of Bid Due Date & Bid Opening

1. **Comprehensive Asbestos Survey, Dated July 6, 2018, from Midwest Environmental Consulting Services, Inc.**
2. **Lead-Based Paint Inspection, Dated July 6, 2018, from Midwest Environmental Consulting Services, Inc.**
3. **The United City of Yorkville will be extending the bid due date and the public bid opening until Tuesday July 17, 2018 at 10:00am at Yorkville City Hall. This decision was made to allow time for each contractor to provide an accurate cost for the abatement of such items in their total proposal amount.**

7-16-18

Signature **Date**

Bid Proposal Sheet

The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the City reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner's best interest.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Person submitting the bid is not barred by law from submitting a bid to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or b720 ILCS 5/33-4 (Proposal Rotating); and that

The Person submitting the bid 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 bid provides a drug free workplace pursuant to 30 ILCS 580/1, *et seq.*, and that

The Person submitting the bid 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 bid 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.

J+S CONSTRUCTION SEWER + WATER INC
Firm Name

136 KIRKLAND CIRCLE
Street Address

OSWEGO IL 60543
City State Zip

630-585-8002
Phone Number

7-16-18
Date

[signature] PRESIDENT
Signed Name and Title

MARK SCHROEDER PRESIDENT
Print Name and Title

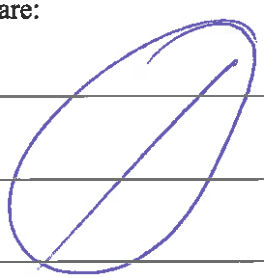
MARKS@JSCONSTRUCTION.COM
E-mail Address

630-585-8006
Fax Number

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The city reserves the right to accept or reject any or all exceptions.

Bidder's exceptions are:



REFERENCES

UNITED CITY OF YORKVILLE

General Information, list below current business references for whom you have performed work similar to that required by this bid.

Business: CITY OF AURORA

Address: 44 E. DOWNER PLACE

City, State, Zip Code: AURORA, IL 60507

Telephone Number: 630-256-3550

Contact Person: MARK ANDERSON

Dates of Service: RT 31 / LAKEST DEMO, AURORA POLICE STATION.

Business: ARCO MURRAY

Address: 3110 WOODCREEK DRIVE

City, State, Zip Code: DOWNERS GROVE

Telephone Number: 331-903-2249

Contact Person: ANDREW GLOVER

Dates of Service: 3-1-18 BOLINGBROOK DEMO

Business: FOX METRO

Address: 682 RT 31

City, State, Zip Code: OSWEGO, IL 60543

Telephone Number: 630-301-6881

Contact Person: MATT

Dates of Service: RT 31 HOUSE DEMO

If additional sheets are needed, please make copies.

SUBCONTRACTORS

UNITED CITY OF YORKVILLE

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1: ABER PLUS SERVICES

Address: 64 W. END DRIVE

City, State, Zip Code: GILBERTS, IL 60136

Telephone Number: 847-961-4003

Value of Work Subcontracted: 50,000

Nature of Work Subcontracted: ASBESTOS

Subcontractor No. 2: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

Subcontractor No. 3: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

Bid Proposal Sheet

The prices stated in this bid are guaranteed for 90 days from the date of hereof and if awarded within that period, we agree to complete the work covered by this Bid at said prices.

Division 1 $ 10 000 General Requirements

Division 2 $ 60 800 Site Construction

Division 11 $ 60,000 Equipment

$ 5,000 Overhead & Profit

$ 6,000 Bonds & Insurance (Bid Bond: Y/N, Performance Bond: Y/N)

Total Bid $ * 141,000.00

ONE HUNDRED FORTY ONE THOUSAND AND 00/100 ——

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

J & S Construction Sewer & Water, Inc.
136 Kirkland Circle
Oswego, IL 60543

SURETY:
(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

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

BOND AMOUNT: $ 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Building Demolition and Site Restoration at 111 W. Madison Street, Yorkville, IL 60560

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of July, 2018

(Witness)

OFFICIAL SEAL
BONNIE WILLIAMS
Notary Public - State of Illinois
My Commission Expires 6/24/2022

(Witness) Susan Koepke, Surety Witness

J & S Construction Sewer & Water, Inc.
(Principal) *(Seal)*

By: _____
(Title)

The Ohio Casualty Insurance Company
(Surety) *(Seal)*

By: Susan L Odendahl
(Title) Susan L. Odendahl Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

No. 43-977

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appoint **Thomas K. Bracke, Linda I. Van Quakebeke, Connie Harris, Tammy Wakefield, Ronald L. Thomas, Karen S. Hartson or Susan L. Odendahl of Moline, Illinois** its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **FIVE MILLION ($5,000,000.00) DOLLARS,** excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons.
The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this **5th day of January, 2011.**

SEAL SEAL

J Timothy D'Errico, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this **5th** day of **January, 2011** before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came **J. Timothy D'Errico, Assistant Secretary** of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

Cheryl S Gregory

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 5, 2012.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9 Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority, and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 17 day of July, 2018

SEAL SEAL

Mark E. Schmidt

Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-513-867-3671 between 9:00 am and 4:30 pm EST on any business day.

Surety Company Acknowledgement

STATE OF…Illinois……..
COUNTY OF…Rock Island……...

On this 17th day of July, 2018, before me personally appeared Susan L. Odendahl to me known, who, being by me duly sworn, did depose and say: that he/she resides at Moline, Illinois and that he/she is the Attorney In Fact of The Ohio Casualty Insurance Company, the corporation described in and which executed the annexed instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

OFFICIAL SEAL
Angela S Foley
Notary Public, State of Illinois
My Commission Expires 11/8/2021

Angela S Foley
……
Notary Public in and for the above County and State

My commission expires……11/08/2021……

Bid Proposal Sheet

The prices stated in this bid are guaranteed for 90 days from the date of hereof and if awarded within that period, we agree to complete the work covered by this Bid at said prices.

Division 1 $ — General Requirements

Division 2 $ — Site Construction

Division 11 $ — Equipment

$ 12,000.00 Overhead & Profit

$ 2,850.00 Bonds & Insurance (Bid Bond: Y/N, Performance Bond: (Y)/N)

Total Bid $ 145,650.00

REFERENCES

UNITED CITY OF YORKVILLE

General Information, list below current business references for whom you have performed work similar to that required by this bid.

Business: PEOPLE'S GAS NORTH SHOP

Address: 4025 PETERSON AVE

City, State, Zip Code: CHICAGO, IL

Telephone Number: 773-444-1520

Contact Person: ELIBE ELIBE

Dates of Service: 1/18/18 COMPLETE

Business: DUPAGE COUNTY-EMERGENCY MANAGEMENT BUILDING

Address: 130-136 N COUNTY FARM ROAD

City, State, Zip Code: WHEATON, IL

Telephone Number: 630-407-6184

Contact Person: DEBRA THOMPSON

Dates of Service: 7/8/17 COMPLETE

Business: COOK COUNTY HOSPITAL-FANTUS CLINIC

Address: 621 S WINCHESTER STREET

City, State, Zip Code: CHICAGO, IL

Telephone Number: 815-978-3647

Contact Person: KYLE FRENCH

Dates of Service: 5/11/18 COMPLETE

If additional sheets are needed, please make copies.

SUBCONTRACTORS

UNITED CITY OF YORKVILLE

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1: Brock Industrial Services

Address: 2210 Oak Leaf Street

City, State, Zip Code: Joliet Illinois

Telephone Number: 815-773-2272

Value of Work Subcontracted: $27,500

Nature of Work Subcontracted: Asbestos Abatement

Subcontractor No. 2: TBD Plumber

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

Subcontractor No. 3: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Value of Work Subcontracted: _____

Nature of Work Subcontracted: _____

Bid Proposal Sheet

The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the City reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner's best interest.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Person submitting the bid is not barred by law from submitting a bid to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or b720 ILCS 5/33-4 (Proposal Rotating); and that

The Person submitting the bid 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 bid provides a drug free workplace pursuant to 30 ILCS 580/1, *et seq*., and that

The Person submitting the bid 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 bid 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.

ALPINE DEMOLITION SERVICES, LLC
Firm Name

3515 STERN AVENUE
Street Address

ST. CHARLES IL 60174
City State Zip

630-761-0700
Phone Number

7/17/18
Date

PRESIDENT
Signed Name and Title

KELLI PAWLIK-PRESIDENT
Print Name and Title

kelli@knockitdown.com
E-mail Address

630-761-0777
Fax Number

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

CONTRACT

THIS CONTRACT made this _____ day of _____, 2018, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the "*Owner*" and ALPINE DEMOLITION SERVICES, LLC located at 3515 STERN AVE. ST.CHARLES, IL 60174 hereinafter called the "*Contractor*".

WITNESSETH:

WHEREAS, the Owner has heretofore solicited Bids for all labor and materials necessary to complete the work specified in this bid package;

WHEREAS, the Owner has found that the Contractor is the lowest responsible person submitting the bid for said work and has awarded the Contractor this contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the demolition of the building at 111 W. Madison Street and the subsequent site restoration, in accordance with the conditions and prices stated in the Request for Bid, Instructions to Persons submitting bids – General Conditions, Special Conditions, Insurance Requirements, Specifications and Plans, Bid, and Detail Exception Sheet all of which are made a part hereof and herein called the "*Contract Documents*".
2. The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE

By: _____

CONTRACTOR:

By: _____
Signature

KELLI PAWLIK-PRESIDENT
Print Name and Title

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The city reserves the right to accept or reject any or all exceptions.

Bidder's exceptions are:

NONE

Exhibit A

UNITED CITY OF YORKVILLE, ILLINOIS
INSURANCE REQUIREMENTS

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

1. **MINIMUM SCOPE OF INSURANCE** Coverage shall be at least as broad as:

   A. Insurance Services Office Commercial General Liability Occurrence Form CG 0001 with the City named as additional insured; on a form at least as broad as the endorsement in paragraph 10 including ISO Additional Insured Endorsement CG 2026, CG 2010.

   B. Owners and Contractors Protective Liability (OCP) policy is required with the City as insured (for contracts with subcontractors and projects that are inherently dangerous).

   C. Insurance Service Office Business Auto Liability Coverage Form Number CA 0001, Symbol 01 "Any Auto."

   D. Workers' Compensation as required by the Worker's Compensation Act of the State of Illinois and Employers' Liability insurance.

   E. Builder Risk Property Coverage with City as loss payee.

2. **MINIMUM LIMITS OF INSURANCE** Contractor shall maintain limits no less than if required under above scope:

   A. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000.

   B. Owners and Contractors Protective Liability (OCP): $1,000,000 combined single limit per occurrence for bodily injury and property damage.

   C. Businesses Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

   D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of $1,000,000 per accident.

   E. Builder's Risk shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis. (Protection against loss of materials during construction, renovation, or repair of a structure.)

   F. Umbrella Excess Insurance: $3,000,000. "Following form" of the underlying and excess policies including listing the City as an additional insured.

3. **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

   Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

4. **OTHER INSURANCE PROVISIONS**

   The policies are to contain, or be endorsed to contain, the following provisions:

   A. General Liability and Automobile Liability Coverages

      1. The City, its officials, agents, employees, and volunteers are to be covered as additional insured's as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees, and volunteers.

      2. The Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

United City of Yorkville
ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: **Building Demolition and Site Restoration at 111 W. Madison Street Yorkville, IL**

ADDENDUM No. 1

DATE: 7/9/18

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach a signed/dated copy of this addendum to the documents in your possession.

Comprehensive Asbestos Report, Lead-Based Paint Inspection, and Extension of Bid Due Date & Bid Opening

1. **Comprehensive Asbestos Survey, Dated July 6, 2018, from Midwest Environmental Consulting Services, Inc.**
2. **Lead-Based Paint Inspection, Dated July 6, 2018, from Midwest Environmental Consulting Services, Inc.**
3. **The United City of Yorkville will be extending the bid due date and the public bid opening until Tuesday July 17, 2018 at 10:00am at Yorkville City Hall. This decision was made to allow time for each contractor to provide an accurate cost for the abatement of such items in their total proposal amount.**

07/20/18

Bond No.: B 1203592

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

AIA Document A310

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we
Alpine Demolition Services, LLC
3515 Stern Avenue St. Charles, IL 60174 (Here insert full name and address or legal title of contractor)
as Principal, hereinafter called the Principal, and Selective Insurance Company of America

a corporation duly organized under the laws of the State of New Jersey
as Surety, hereinafter called the Surety, are held and firmly bound unto
United City of Yorkville
800 Game Farm Road Yorkville, IL 60560 (Here insert full name and address or legal title of owner)
as Obligee, hereinafter called the Obligee, in the sum of
10 % Percent of the Total Bid **($ 10 % Percent)**
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Demolition & Site Restoration at 111 W. Madison Street, Yorkville, IL 60560

(Here insert full name and address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this **12th** day of **July** **2018**

(Witness)

Alpine Demolition Services, LLC
(Principal) (Seal)
(Title)

(Witness)

SELECTIVE INSURANCE COMPANY OF AMERICA
(Surety) (Seal)
(Title) Attorney-in-Fact
Sherry Bacskai

"Printed in cooperation with the American Institute of Architects (AIA) by the Selective Insurance Company of America. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition."

State of Illinois}
} ss.
County of DuPage }

On July 12, 2018, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Sherry Bacskai, known to me to be Attorney-in-Fact of Selective Insurance Company of America, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires January 5, 2021

Christina L. Garry, Notary Public

OFFICIAL SEAL
CHRISTINA L. GARRY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES JAN 5, 2021

Commission No. 849330

SELECTIVE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1203592

POWER OF ATTORNEY

Public Bid

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Sherry Bacskai**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **$8,000,000.00**

Signed this **12th** day of **July**, **2018**

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____
Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

CERTIFIED COPY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this **12th** day of **July**, **2018** before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA. BC1203592

Charlene Kimble
Notary Public of New Jersey
My Commission Expires 6/2/2021

_____
Notary Public

CHARLENE KIMBLE NOTARY PUBLIC NEW JERSEY

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this **12th** day of **July**, **2018**.

_____
Michael H. Lanza, SICA Corporate Secretary

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

SELECTIVE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1203592

STATEMENT OF FINANCIAL CONDITION

Public Bid

I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2017:

ADMITTED ASSETS (in thousands)		LIABILITIES AND SURPLUS (in thousands)	
Bonds	$1,583,550	Reserve for losses and loss expenses	$1,013,590
Preferred stocks at convention value	3,960	Reserve for unearned premiums	382,768
Common stocks at convention values	117,189	Provision for unauthorized reinsurance	852
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	27,889
Short-term investments	92,023	Other accrued expenses	27,120
Mortgage loans on real estate (including collateral loans)	33,443	Other liabilities	373,022
Other invested assets	84,495	Total liabilities	1,825,241
Interest and dividends due or accrued	14,699		
Premiums receivable	359,686	Surplus as regards policyholders	609,666
Other admitted assets	145,862		
Total admitted assets	2,434,907	Total liabilities and surplus as regards policyholders	2,434,907

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA this 6 day of March 2018.

Michael H. Lanza
SICA Corporate Secretary

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this 6 day of March 2018, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.

Notary Public
My Commission Expires:

CHARLENE KIMBLE NOTARY PUBLIC NEW JERSEY

Charlene Kimble
Notary Public of New Jersey
My Commission Expires 6/2/2021

Jim McGrath
Environmental Manager
2210 Oak Leaf Street
Joliet, IL 60436
O: +1 815.773.2272
C: +1 815.685.4833
F: +1 815.773.2278
Jim.McGrath@brockgroup.com

July 13, 2018

Steve Raasch
Sraasch@yorkville.il.us

Re: Former Kendal County Jail
Asbestos Abatement

Brock Industrial Services (BIS) is pleased to submit this proposal for the; proper removal & disposal of identified asbestos materials required to be abated prior to demolition
We will supply; properly certified and licensed asbestos personnel, equipment, material, OSHA air sample, indoor air clearance testing, as needed, disposal of asbestos materials and our standard insurance.

Scope of Work

- Provide an IEPA asbestos notification
- Regulate the work space with signs and barrier tape, as needed
- Place work space under negative pressure, as needed
- Removal of the identified flooring materials (except mastic on wood), window caulk/glazing, & contaminated soil from the crawlspace area
- All waste to be disposed of at an approved landfill
- Includes OSHA required air samples and indoor air clearance testing
- Current window board up- if, removed by us, will be put back by BIS
- Asbestos dumpster to be placed by the garage door for our use

Pricing

Price for work described above ……..$27,700.00

Clarifications

- Access to the work area should be limited to BIS personnel, unless previous arrangements have been made
- 110V power to remain active during our work
- Mastic on wood substrates will remain
- Does not include any Lead Based Paint Removal, or any other hazardous materials
- Does not include any roofing material
- Non-asbestos contaminated debris will be left in the building
- Any and all items scheduled to be removed, is to be done prior to the start of our work
- While work is being performed by us, access to the area should be limited to authorized personnel, unless previous arrangements have been made
- Work to be performed on (8) hour shifts during normal business hours Monday thru Friday
- Pricing is based upon all work being released without interruption, except as specified above
- Pricing does not include sales tax
- Proposal is based upon mutually agreeable terms and conditions
- Any delays beyond our control will be billed at our current T&M rates
- Does not include any bonds – bonds can be provided at additional cost
- Brock Industrial Services, LLC does not hereby assume responsibility and indemnify the General Contractor and/or owner for their sole negligence. In the event of concurrent negligence, Brock Industrial Services, LLC. Indemnity will apply only to the extent of our fault or negligence
- Brock Industrial Services, LLC will provide a waiver of lien rights for its subcontractors and suppliers; however we cannot waive lien rights as a result of non-payment by the General Contractor and/or owner

Midwest Environmental Consulting Services, Inc.

Consultants ◄ Engineers ◄ Scientists

July 17, 2018 Proposal #1807594

City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Attention: Steve Raasch, Facilities Manager

Subject: **Budget Proposal for Asbestos Abatement and Project Management & Air Quality Testing for the City of Yorkville**
Project Location: Former Kendall County Jail, 110 West Madison Street, Yorkville, IL 60560

Dear Mr. Raasch;

Thank you for your continued interest in Midwest Environmental Consulting Services, Inc. (MEC). MEC will complete the following scope of work at the above location. The proposal is as follows:

Item One—Project Management & Air Quality Testing

- MECôs Project Manager/ Air Sampling Professional (PM/ASP) will hold a pre-construction meeting prior to the contractor mobilizing to the project site. All interested parties will meet at the project site prior to mobilization and discuss issues regarding the asbestos abatement project.
- MEC PM/ASP will conduct background air monitoring prior to the contractor mobilization to the site.
- Progress air monitoring will be conducted daily for the duration of the abatement work.
- Air samples will be analyzed daily in order to detect any elevated fiber levels. If fiber levels are excessive, the contractor will be notified and requested to adjust his removal procedures.
- Barriers will be checked continuously.
- Conduct clearance air monitoring in each area. Clearance standard will follow current criteria established by EPA for asbestos abatement. Clearance criteria shall be equal to or less than .01 f/per cc. All sample analysis will follow the NIOSH 7400 Method.
- The PM/ASP will maintain daily project logs of all observations made including a description of project activities, smoke testing of barriers, documentation of both post abatement visual inspection of the abatement area and a description of the procedures used during clearance air sampling.
- The PM/ASP will check daily, the contractor workersôsubmittals; including license numbers, medicals and fit test documentation.
- Disposal of waste will be documented.

At the end of the project, MEC will provide a copy of the project log to the client. Included in the project log will be project design drawings showing the scope of work and the location of clearance air sampling completed by MECôs PM/ASP (if applicable). All submittals by the contractor, which include worker submittals, medicals, and fit tests; all notifications, which include local, state, and federal notifications, waste manifest, and the contractorôs daily logs will be included in the log. MEC will provide copies of our daily logs and all air monitoring reports completed during the project and final documentation on clearance sampling.

Yorkville Location
2551 N. Bridge St.
Yorkville, IL 60560
P: (630) 553-3989
F: (630) 553-3990

Peoria Location
3100 N. Knoxville Ave.
Suite 204
Peoria, IL 61603
P: (309) 621-4680
F: (309) 621-4690

Item Two—Estimated Project Cost

Scope of work: removal of approximately 2,075 square feet of asbestos containing flooring from the garage addition 1st floor hall and 2nd floor, original building 1st floor kitchen, jail bathrooms, cell holding area, and attic; asbestos containing exterior window glazing from the garage addition windows (17 windows) and original building windows (20 windows); approximately 2 linear feet of asbestos containing mag block pipe insulation from the basement and approximately750 square feet of asbestos containing mag block pipe insulation debris and soil from the crawlspace; approximately 1,600 square feet of asbestos containing roofing shingles from the garage addition. Lead scope of work includes the stabilization of very loose lead based paint from the interior walls, doors (jambs/casings), baseboards, radiators, window systems, jail ceiling, stair systems, porch window, wall trim, ceiling & door systems from the original building and exterior garage door trim and garage door from the addition; porch door, porch window, window systems and molding, exterior door systems and upper fascia—near roof from the original building.

Estimated Asbestos Abatement Contractor Fees:	$42,400.00
Estimated Lead Stabilization Contractor Fees:	$ 7,000.00
First Floor Window Board-up:	$ 2,500.00
Asbestos Project Management & Air Quality Testing:	$ 8,000.00
Total Estimated Project Cost:	$59,900.00*

*Total estimated project cost includes up to ten (10) regular shifts on site. No overtime of weekend work is included in the estimated project cost. Additional time required will be billed accordingly.

If the roof is not removed by the abatement contractor; there will be an approximate $9,200.00 deduction in the contractor fees. The roof will still be required to be disposed of as special waste.

The City of Yorkville will have a separate contract with the abatement contractor and be billed directly.

MEC will provide an electronic copy of the final report, no hard copy reports will be provided unless requested by the Client.

If you have any questions, please feel free to contact me at 630-553-3989.

Best Regards,
Midwest Environmental Consulting Services, Inc.

Barb Ward
Vice President of Client Relations

Blake G. Mellecker
President

If this proposal is acceptable, please sign and return.

Name of Organization	Date
Signature of Authorized Person	P.O. Number
Printed Name and Title	#1807594 Proposal Number

Terms: 30 Days

Filename: \\server\2018proposals\1807594.doc

Midwest
Environmental
Consulting Services, Inc.

PHASE I
ENVIRONMENTAL SITE ASSESSMENT

Prepared for:

KENDALL COUNTY FACILITIES MANAGEMENT
804 W. John Street, Suite B
Yorkville, IL 60560

Project Location:

FORMER KENDALL COUNTY JAIL
110 W. Madison Street
Yorkville, IL 60560

SURVEY DATE: September 29, 2008
REPORT DATE: October 3, 2008

MEC PROJECT # 08-09-451-EA

4 Bonnie Lane · Yorkville, Illinois 60560 · Phone: 630·553·3989 · FAX: 630·553·3990
www.mec-us.com

TABLE OF CONTENTS

1.0 EXECUTIVE SUMMARY 1

2.0 RECOMMENDATIONS 2

3.0 INTRODUCTION 3
3.1 Purpose 3
3.2 Scope-of-Services 3
3.3 Assumptions, Limitations, and Exceptions 4
3.4 Special Terms and Conditions (User Reliance) 5

4.0 SITE DESCRIPTION 6
4.1 Location and Description 6
4.2 Surrounding Area General Characteristics 6
4.3 Current Use of the Property 6
4.4 Description of Property & Improvements 7
4.5 Current Use of Adjoining Property 7

5.0 USER PROVIDED INFORMATION 8
5.1 Title Records 8
5.2 Environmental Liens or Activity and Use Limitations 8
5.3 Specialized Knowledge 8
5.4 Valuation Reduction for Environmental Issues 8
5.5 Owner, Property Manager and Occupant Information 8
5.6 Reason for Performing Phase I ESA 8

6.0 RECORDS REVIEW 9
6.1 Standard Environmental Records 9
6.1.1 Federal Agency Database Findings 9
6.1.2 Illinois Agency Database Findings 9
6.1.3 Local Regulatory Agency Findings 10
6.2 Physical Setting Sources 10
6.2.1 Topography 10
6.2.2 Geology 11
6.2.3 Soils 11
6.2.4 Hydrology 11
6.3 Historical Use Information 11
6.3.1 Aerial Photographs 12
6.3.2 Fire Insurance Maps 12
6.3.3 Property Tax Files 12
6.3.4 Land Title Records 12
6.3.5 Historical USGS Topographic Quadrangles 12
6.3.6 City Directories 12
6.3.7 Building Department Records 13
6.3.8 Zoning/Land Use Records 13
6.3.9 Prior Reports & Interviews 13

7.0 SITE RECONNAISSANCE 14
7.1 Methodology and Limiting Conditions 14
7.2 Hazardous Substance Use/Storage 14
7.3 Storage Tanks 14
7.4 Other Petroleum Products 14
7.5 Polychlorinated Biphenyls (PCBs) 14
7.6 Waste Generation, Storage, and Disposal 14
7.7 Septic Systems 14
7.8 Storm Water Management/Surface Areas 15
7.9 Wells 15

8.0 INTERVIEWS 16
8.1 Interview Summary 16

9.0 FINDINGS AND OPINIONS 17

10.0 CONCLUSIONS 18

11.0 SIGNATURE OF ENVIRONMENTAL PROFESSIONAL 19

12.0 REFERENCES 20

13.0 APPENDICES 21

APPENDIX - A SITE PHOTOGRAPHS
APPENDIX - B SITE PLAN
APPENDIX - C HISTORICAL RESEARCH DOCUMENTATION
APPENDIX - D REGULATORY DATABASE REPORT
APPENDIX - E RESUMES/CERTIFICATIONS
APPENDIX - F USER PROVIDED DOCUMENTATION
APPENDIX - G RECORDS OF COMMUNICATION
APPENDIX - H TERMINOLOGY

1.0 EXECUTIVE SUMMARY

Midwest Environmental Consulting Services, Inc. (MEC) was retained by *Kendall County Facilities Management* to perform a Phase I Environmental Site Assessment (ESA) of the former Kendall County Jail facility located at 110 W. Madison Street in Yorkville, Kendall County, Illinois, 60560 (herein referred to as subject property). The subject property consists of a rectangular parcel located at the northeast corner of the intersection of Madison Street and Main Street. The subject property is approximately 20,000 square feet in size. The subject property is occupied by a three-story brick building with a basement and a gabled roof. This building contains jail cells in the basement and offices on the upper floors. The building has a two-story addition attached to the original building that has no basement and has a gabled roof. This addition contains a two-car garage on the first floor and offices on the second floor.

The building's footprint is approximately 7,000 square feet in size and has been vacant for eight years. The building formerly housed the Kendall County Jail. The building occupies the south half of the property. The north half of the property consists of a grass covered yard. There is a driveway leading to the two-car garage in the addition. Also, street parking is available along Madison Street. The original building on the subject property was constructed in the 1880's. The addition was constructed in the 1970's. The MEC Environmental Professional performed the ESA site visit unescorted on September 26, 2008.

The main objective of the ESA was to identify the presence or likely presence, use, or release on the property of hazardous substances or petroleum products as defined in ASTM Practice E 1527-05 as a *recognized environmental condition* (REC).

The Phase 1 ESA was performed in general accordance with the scope and limitations of ASTM practice E 1527-05 for the former Kendall County Jail facility located at 110 W. Madison Street in Yorkville, Kendall County, Illinois, 60560.

This ESA has revealed no evidence of any *recognized environmental conditions* (REC's) in connection with the subject property.

Records Review

The earliest available information on the subject property was obtained from historical Sanborn Fire Insurance Maps dating back to 1898 and from historical aerial photographs dating back to 1956. Information obtained from Sanborn Maps indicates that the subject property was occupied by the original building in 1898. Information obtained from the aerial photographs indicates that the subject property was occupied by the original building in 1956 and the building addition was constructed prior to 1973. Record reviews have revealed no evidence of any *recognized environmental conditions* (REC's) in connection with the subject property.

Site Reconnaissance

The MEC Environmental Professional performed the on-site reconnaissance unescorted on September 26, 2008. The Environmental Professional observed no evidence of any *recognized environmental conditions* (REC's) in connection with the subject property.

2.0 RECOMMENDATIONS

MEC has the following recommendations concerning the subject property:

Asbestos-Containing Materials (ACM) – The MEC Environmental Professional observed suspect asbestos-containing materials (ACM) throughout the building. These materials included significantly damaged thermal systems pipe insulation in the crawlspace. Prior to renovation or demolition, all ACM's that would be affected by the renovation or demolition must be properly removed by a licensed asbestos abatement contractor. MEC performed an asbestos inspection and bulk sampling of materials. The inspection results will be reported in a separate asbestos inspection report.

Lead-Based Paint (LBP) – The MEC Environmental Professional observed severely peeling suspect lead-based paint (LBP) throughout the building. The worst areas of peeling paint were in the basement around the jail cells. Prior to renovation or demolition, the LBP should be mitigated to minimize any further LBP contamination. The LBP mitigation must be performed by a licensed lead abatement contractor. MEC performed a LBP inspection and XRF analysis of materials. The inspection results will be reported in a separate LBP inspection report.

Lead-Based Paint (LBP) Soil Contamination - The MEC Environmental Professional observed peeling suspect lead-based paint (LBP) on the exterior trim of the building. MEC also observed paint chips on the ground surrounding the building. Prior to renovation or demolition, the paint chips and contaminated soil around the building must be removed by a licensed lead abatement contractor.

Polychlorinated Biphenyls (PCB's) – The MEC Environmental Professional observed fluorescent lighting throughout the building. MEC recommends that prior to renovation or demolition of the building, the Owner have suspect PCB containing fluorescent lighting ballasts identified and have them properly removed and disposed of by an environmental contractor.

Mercury Containing Switches - MEC recommends that prior to renovation or demolition of the building, the Owner have suspect Mercury containing mechanical switches identified and have the switches properly removed and disposed of by an environmental contractor.

3.0 INTRODUCTION

This report documents the findings, opinions and conclusions of a Phase I Environmental Site Assessment (ESA) for the former Kendall County Jail facility located at 110 W. Madison Street in Yorkville, Kendall County, Illinois, 60560.

3.1 Purpose

The purpose of this ESA was to identify *recognized environmental conditions* REC's in keeping with the scope of ASTM Practice E 1527-05 for the property at the time of site reconnaissance.

3.2 Scope-of-Services

This ESA was conducted utilizing a standard of good commercial and customary practice that was consistent with the ASTM Standard Practice E 1527-05. Any significant scope-of-work additions, deletions, or deviations to ASTM Practice E 1527-05 are noted below or in the corresponding sections of this report. The scope-of-work for this assessment included an evaluation of the following:

- Physical characteristics of the property through a review of referenced sources for topographic, geologic, soils, and hydrologic data.

- Site history through a review of referenced sources such as fire insurance maps, street directories, aerial photographs, prior reports, and interviews.

- Current site conditions including observations and interviews regarding the presence or absence of hazardous substances or petroleum products; generation, treatment, storage, or disposal of hazardous, regulated, or medical waste; equipment that utilizes oils which potentially contain PCBs; and storage tanks (aboveground and underground).

- Usage of surrounding area property and the likelihood for releases of hazardous substances and petroleum products (if known and/or suspected) to migrate onto the property.

- Information in referenced environmental agency databases and local environmental records, within specified minimum search distances.

3.3 Assumptions, Limitations, and Exceptions

MEC has prepared this Phase I Environmental Site Assessment using reasonable efforts in each phase of its work to identify *recognized environmental conditions* associated with hazardous substances or petroleum products at the property. The scope-of-work for this Phase I ESA was generally consistent with the ASTM Practice E 1527-05. Findings within this report are based on information collected from observations made on the day of the site investigation and from reasonably ascertainable information obtained from governing public agencies and referenced sources.

The following exceptions to the ASTM Practice E 1527-05 were made for this report. The Environmental Professional was unable to conduct interviews with adjoining property Owners for this ESA.

This report is not definitive and should not be assumed to be a complete or specific definition of all conditions above or below grade. Subsurface conditions may differ from the conditions implied by the surface observations and can only be reliably evaluated through intrusive techniques. Information in this report is not intended to be used as a construction document and should not be used for demolition, renovation, or other construction purposes. MEC makes no representation or warranty that the past or current operations at the property are or have been in compliance with all applicable federal, Illinois and local laws, regulations and codes.

Regardless of the findings stated in this report, MEC is not responsible for consequences or conditions arising from facts that were concealed, withheld, or not fully disclosed at the time the assessment was conducted. This report does not warrant against future operations or conditions, nor does it warrant against operations or conditions present of a type or at a location not investigated.

The regulatory database report provided is based on an evaluation of the data collected and compiled by a contracted data research company. The report focuses on the property and neighboring properties that could impact the property. Neighboring properties listed in governmental environmental records are identified within specific search distances. The search distance varies depending upon the particular government record being checked. The regulatory research is designed to meet the requirements of ASTM Practice E 1527-05. The information provided in the regulatory database report is assumed to be correct and complete unless obviously contradicted by field observation or other reviewed sources.

Reasonable efforts have been made during this assessment of aboveground and underground storage tanks and ancillary equipment. "Reasonable efforts" are limited to information gained from visual observation of largely unobstructed areas, recorded database information held in public record and available information gathered from interviews. Such methods may not identify subsurface equipment that may have been hidden from view due to snow cover, paving, construction or debris pile storage, or incorrect information from sources.

MEC is not a professional title insurance firm and makes no guarantee, explicit or implied, that any land title records reviewed represent a comprehensive or precise delineation of past site ownership or occupancy for legal purposes.

3.4 Special Terms and Conditions (User Reliance)

This report is for the use and benefit of *Kendall County Facilities Management*, and may be relied upon by *Kendall County Facilities Management,* and third parties authorized in writing by MEC, including the lender(s) in connection with a secured financing of the property, and their respective successors and assigns. Any third party using or interpreting this report is doing so at its own risk unless its use is authorized by MEC in writing. Any party agrees by accepting this report that any use or reliance on this report shall be limited by the exceptions and limitations in this report, and with the acknowledgment that actual site conditions may change with time, and that hidden conditions may exist at the property that were not discoverable within the authorized scope of the assessment.

MEC makes no other representation to any party except that it has used the degree of care and skill ordinarily exercised by environmental consultants in the preparation of the report and in the assembling of data and information related thereto. No other warranties are made to any party, either expressed or implied. MEC's liability to *Kendall County Facilities Management,* for whose benefit this report is made shall be limited to a maximum of $5,000 (five thousand dollars only).

4.0 SITE DESCRIPTION

4.1 Location and Description

The subject property consists of the former Kendall County Jail facility located at 110 W. Madison Street in Yorkville, Kendall County, Illinois, 60560. The subject property consists of a rectangular parcel located at the northeast corner of the intersection of Madison Street and Main Street. The subject property is approximately 20,000 square feet in size. The subject property is occupied by a three-story brick building with a basement and a gabled roof. This building contains jail cells in the basement and offices on the upper floors. The building has a two-story addition attached to the original building that has no basement and has a gabled roof. This addition contains a two-car garage on the first floor and offices on the second floor.

The building's footprint is approximately 7,000 square feet in size and has been vacant for eight years. The building formerly housed the Kendall County Jail. The building occupies the south half of the property. The north half of the property consists of a grass covered yard. There is a driveway leading to the two-car garage in the addition. Also, street parking is available along Madison Street. The original building on the subject property was constructed in the 1880's. The addition was constructed in the 1970's.

The topography of the property is gently rolling and is above street grade. There are storm drains located along Main Street. The weather conditions during the on site reconnaissance consisted of clear skies with a temperature of seventy (70) degrees Fahrenheit. Visually the subject property outside of the building appeared clean and relatively free of debris.

4.2 Surrounding Area General Characteristics

Municipal and residential buildings occupy the adjoining properties. The adjoining property to the north is occupied by Van Emmon Street and a residence. The adjoining property to the south is occupied by Madison Street and the old Kendall County Courthouse. The adjoining properties to the east are occupied by two residences. The adjoining property to the west is occupied by Main Street, a Methodist Church and a residence.

4.3 Current Use of the Property

The subject property is located at 110 W. Madison Street in Yorkville, Kendall County, Illinois, 60560. The subject property consists of a rectangular parcel located at the northeast corner of the intersection of Madison Street and Main Street. The subject property is approximately 20,000 square feet in size. The subject property is occupied by a three-story brick building with a basement and a gabled roof. This building contains jail cells in the basement and offices on the upper floors. The building has a two-story addition attached to the original building that has no basement and has a gabled roof. This addition contains a two-car garage on the first floor and offices on the second floor.

The building's footprint is approximately 7,000 square feet in size and has been vacant for eight years. The building formerly housed the Kendall County Jail. The building occupies the south half of the property. The north half of the property consists of a grass covered yard. There is a driveway leading to the two-car garage in the addition. Also, street parking is available along Madison Street. The original building on the subject property was constructed in the 1880's. The addition was constructed in the 1970's.

It appears that the subject property is not currently involved in any use, storage, treatment, or disposal of hazardous substances.

4.4 Description of Property & Improvements

The subject property consists of an approximate 20,000 square foot rectangular parcel. The subject property is occupied by a three-story brick building with a basement and a gabled roof. This building contains jail cells in the basement and offices on the upper floors. The building has a two-story addition attached to the original building that has no basement and has a gabled roof. This addition contains a two-car garage on the first floor and offices on the second floor.

The building's footprint is approximately 7,000 square feet in size and has been vacant for eight years. The building formerly housed the Kendall County Jail. The building occupies the south half of the property. The north half of the property consists of a grass covered yard. There is a driveway leading to the two-car garage in the addition. Also, street parking is available along Madison Street.

The Environmental Professional observed no visible signs of soil disturbance, spills, or releases of any kind on the subject property.

4.5 Current Use of Adjoining Property

Adjoining Property - North: Van Emmon Street, Single-family residence

Adjoining Property - East: Single-family residences

Adjoining Property - South: Madison Street, Old Kendall County Court House

Adjoining Property - West: Main Street, Methodist Church; Single-family residence

5.0 USER PROVIDED INFORMATION

The following section summarizes information (if any) provided by representatives of the client with regard to this ESA. Any referenced documentation may be found in the Appendix.

5.1 Title Records

The Owner did not provide MEC with Title Records for the subject property.

5.2 Environmental Liens or Activity and Use Limitations

The Owner did not provide MEC any information regarding any environmental liens or activity and use limitations relevant to the property.

5.3 Specialized Knowledge

The Owner did not provide any specialized knowledge regarding *recognized environmental conditions* associated with the property.

5.4 Valuation Reduction for Environmental Issues

The Owner did not provide any information regarding valuation reduction for environmental issues associated with the property.

5.5 Owner, Property Manager and Occupant Information

The subject property is currently owned by Kendall County. MEC conducted no interviews for this ESA.

5.6 Reason for Performing Phase I ESA

The Client indicated that the reason for performing this ESA is because Kendall County would like to either renovate or demolish the building dependant upon environmental clean up costs and other factors.

6.0 RECORDS REVIEW

6.1 Standard Environmental Records

The regulatory agency database report discussed in this section, provided by Environmental Data Resources (EDR) was reviewed for information regarding reported releases of hazardous substances and petroleum products on or near the property. MEC also reviewed the "un-mappable" (also referred to as "orphan") listings within the database report, cross-referencing for available address information and facility names.

Un-mappable sites are listings that could not be plotted with confidence, but are identified as being located within the general area of the property based on the physical address. Any site from the un-mappable listings that was identified by MEC as a result of the area reconnaissance and/or cross-referencing to mapped listings is included in the discussion within this section.

6.1.1 Federal Agency Database Findings

SUMMARY OF FEDERAL AGENCY DATABASE FINDINGS			
Regulatory Database	**Minimum Search Distance**	**Property Listed?**	**Sites Listed**
Federal National Priority List (NPL)	1 mile	No	0
Federal CERCLIS List	½ mile	No	0
Federal CERCLIS NFRAP	½ mile	No	0
Federal RCRA CORRACTS	1 mile	No	0
Federal RCRA non-CORRACTS TSD	½ mile	No	0
Federal RCRIS Generators	¼ mile	No	4
Federal ERNS List	Target Property	No	0
Federal FINDS	Target Property	No	0
US Brownfields	½ mile	No	0

The subject property is not listed in the database of Federal Agency Sites. There are four RCRIS generator sites listed in the Federal database. None of the listed sites are on or adjoining to the subject property and it does not appear that these sites have adversely environmentally impacted the subject property.

6.1.2 Illinois State Agency Database Findings

SUMMARY OF ILLINOIS STATE AGENCY DATABASE FINDINGS			
Regulatory Database	**Minimum Search Distance**	**Property Listed?**	**Sites Listed**
Illinois CAT (equivalent NPL)	1 mile	No	0
Illinois Hazardous Waste	1 mile	No	0
Site Remediation Program (SRP)	½ mile	No	1
Illinois Landfill or Solid Waste Disposal sites	½ mile	No	0
Illinois Leaking Underground Storage Tanks (LUST)	½ mile	No	11
Illinois Registered Underground Storage Tanks (UST)	¾ mile	No	4

Brownfields	½ mile	No	3

The subject property is not listed in the database of Illinois Agency Sites. There are nineteen sites listed within one mile of the subject property. None of the listed sites are on or adjoining to the subject property and it does not appear that these sites have adversely environmentally impacted the subject property.

6.1.3 Local Regulatory Agency Findings

Illinois Environmental Protection Agency

MEC submitted a Freedom of Information Act (FOIA) request to the Illinois Environmental Protection Agency (IEPA) on September 18, 2008. MEC requested any environmental information available concerning the subject property. IEPA responded on September 19, 2008. IEPA indicated that they have no information concerning the subject property on file. Copies of IEPA's responses are located in the Appendix.

Office of the State Fire Marshal

MEC searched the Office of the State Fire Marshal (OSFM) underground storage tank database on September 18, 2008 via the internet. MEC searched the database for any underground storage tank information available concerning the subject property. MEC found no information in the database concerning underground storage tanks on the subject property.

Village of Yorkville Building Department

MEC submitted a Freedom of Information Act (FOIA) request to the Village of Yorkville Building Department on September 19, 2008. MEC requested any building permit records available concerning the subject property. The Village of Yorkville Building Department responded on September 21, 2008. MEC reviewed the permit file for the subject property. The file did not contain any pertinent information that was useful for this ESA.

Bristol-Kendall Fire District

MEC submitted a Freedom of Information Act (FOIA) request to the Bristol-Kendall Fire District on September 19, 2008. MEC requested any information concerning underground storage tanks on the subject property and any emergency response calls made to the subject property. The Bristol-Kendall Fire District replied to the request on September 22, 2008. The Fire District has no records on file concerning the subject property.

6.2 Physical Setting Sources

6.2.1 Topography

The elevation of the subject property is approximately 635 feet above sea level. Surface topography could be indicative of the direction of surficial groundwater. A general topographical gradient at subject property is towards the north northwest. Topography evaluated in the field indicates that the subject property is located on gently rolling land that is above street grade. (Source: USGS Topographic Map 7.5 Minute Series – Yorkville, IL)

6.2.2 Geology

The strati-graphic data on the rock formations in the area indicated that it is from the Paleozoic era, Ordovician system, Upper Ordovician series and categorized as stratified sequence.

6.2.3 Soils

MEC observed that the soil on the site was tan in color and appeared to be silty clay loam. Based on soil conservation service (STATSGO) data, the following could be said about the soil condition on/around the subject property:

Type of Soil	Description
Soil component name	Fox
Soil Surface Textures	Silt loam
Surficial soil types	Loam, Gravelly loam, loamy sand, muck
Shallow soil types	Loamy sand, silt loam
Deeper soil types	Gravelly sand, stratified muck, gravelly loamy sand, sandy loam

6.2.4 Hydrology

Groundwater depth on the subject property is not available from the data provided. The direction of groundwater flow is not available from the current hydro-geologic data. Estimated groundwater levels and/or flow direction(s) may vary due to seasonal fluctuations in precipitation, local usage demands, geology, underground structures, or dewatering operations.

A copy of the flood plain map and a copy of the wetland map are located in the EDR database in the Appendix.

6.3 Historical Use Information

The following table summarizes the findings of the research presented below pertaining to historical subject property and adjoining property use.

PERIOD	HISTORICAL USES		SOURCE (S)	INTERVALS/ COMMENTS
	Property	Surrounding Area		
1898-1905	Current Building	Residences	Sanborn Map	Original building constructed in 1880's
1905-1956	Current Building	Residences	Sanborn Map Aerial Photograph	
1956-1973	Current Building	Residences	Aerial Photograph Topographic Map	
1973-1993	Current Building	Residences	Aerial Photograph Topographic Map	Addition to original building constructed prior to 1973
1993-2005	Current Building	Residences	Aerial Photograph	

The earliest available information on the subject property was obtained from historical Sanborn maps dating back to 1898 and historical aerial photographs dating back to 1956. Information obtained from the Sanborn maps and aerial photographs indicates that the subject property has been occupied by the current building since prior to 1898. The current building was constructed in the 1880's and the addition was constructed in the 1970's.

6.3.1 Aerial Photographs

MEC requested historical aerial photographs for the subject property from Environmental Data Resources (EDR). Historical aerial photographs from 1956, 1973, 1993 and 2005 were obtained from EDR for the subject Property. Copies of the historical aerial photographs are located in the Appendix.

6.3.2 Fire Insurance Maps

MEC requested historical Sanborn Fire Insurance Maps for the subject property from Environmental Data Resources (EDR). Sanborn Fire Insurance Maps from 1898 and 1905 were available for the subject property. Copies of the Sanborn Fire Insurance Maps are located in the Appendix.

6.3.3 Property Tax Files

MEC was able to obtain property tax records for the subject property from the Kendall County Tax Assessor's Office via the internet. Information obtained included the PIN (05-38-287-001), legal description (Lots 1, 2, 3 & 4 in Block 28 of the Original Village of Yorkville). Size of the property (200'x100') and a building permit for interior renovations dated 10/31/2002. A copy of the tax card information is located in the Appendix.

6.3.4 Land Title Records

The acquisition of land title records was not required by the scope of work for the ESA. This ESA has relied upon historical information obtained from other sources.

6.3.5 Historical USGS Topographic Quadrangles

MEC requested historical USGS Topographical Quadrangles for the subject property from Environmental Data Resources (EDR). Historical USGS Topographical Quadrangles from 1953, 1954, 1973 and 1993 were obtained from EDR for the subject property. Copies of the historical USGS Topographical Quadrangles are located in the Appendix.

6.3.6 City Directories

MEC requested historical City Directory information for the subject property from EDR. Historical City Directory information from 1970 through 2007 was obtained from EDR. A copy of the City Directory information is located in the Appendix.

6.3.7 Building Department Records

MEC submitted a Freedom of Information Act (FOIA) request to the Village of Yorkville Building Department on September 19, 2008. MEC requested any building permit records available concerning the subject property. The Village of Yorkville Building Department responded on September 21, 2008. MEC reviewed the permit file for the subject property. The file did not contain any pertinent information that was useful for this ESA.

6.3.8 Zoning/Land Use Records

No historical zoning and land use record information was provided for the subject property.

6.3.9 Prior Reports & Interviews

No prior reports for the subject property were provided to the MEC Environmental Professional. Interviews conducted by the MEC Environmental Professional for this ESA are located in section 8.1 of this report.

7.0 SITE RECONNAISSANCE

Mr. Steven Charron of MEC conducted the site reconnaissance of the subject property on September 26, 2008. Mr. Charron performed the site investigation unescorted. The following is a summary of visual and/or physical observations of the subject property on the day of the site investigation. Subject property photographs can be found in the Appendix.

7.1 Methodology and Limiting Conditions

The site reconnaissance consisted of visual and/or physical observations of the property and if there were any improvements; adjoining sites as viewed from the property; and, the surrounding area based on visual observations made during the trip to and from the subject property. The property was observed along the perimeter and in a general grid pattern in safely accessible areas.

7.2 Hazardous Substance Use/Storage

MEC observed no use or storage of hazardous substances on the subject property. MEC observed no use or storage of hazardous substances on the adjoining properties.

7.3 Storage Tanks

MEC observed no evidence of storage tanks (aboveground or underground) on the subject property. No indicators of underground storage tanks such as fill or vent pipes; manholes or pumping equipment was observed. No underground storage tanks are registered with the Office of the State Fire Marshal. MEC observed no evidence of storage tanks (aboveground or underground) on the adjoining properties. No indicators of underground storage tanks such as fill or vent pipes; manholes or pumping equipment was observed on the adjoining properties.

7.4 Other Petroleum Products

MEC observed no use, storage, or disposal of other petroleum products on the subject property.

7.5 Polychlorinated Biphenyls (PCBs)

MEC observed one pole-mounted electrical transformer near the subject property. It was located south of the subject property across Madison Street. The transformer appeared to be in good condition. No leakage was observed by MEC.

7.6 Waste Generation, Storage, and Disposal

The Environmental Professional observed no waste dumpsters on the subject property. MEC observed no evidence of the generation, storage, or disposal of other wastes (hazardous or non-hazardous) on the subject property.

7.7 Septic Systems

The subject property is located in the Village of Yorkville. The subject property is connected to the Village of Yorkville sewer system. MEC observed no evidence of septic systems on the subject property.

7.8 Storm Water Management/Surface Areas

MEC observed no evidence of surface water retention, surface impoundments, detention ponds, dry wells, pits, or other storm water management systems on the subject property. There were no noticeable stains and/or any stressed vegetation on the subject property.

7.9 Wells

The subject property is located in the Village of Yorkville. The subject property is connected to the Village of Yorkville public water system. MEC did observe a well located to the east of the original building. The well is covered by a concrete pad and has a faucet on a pipe protruding from the concrete pad.

8.0 INTERVIEWS

8.1 Interview Summary

The MEC Environmental Professional performed no interviews for this ESA.

9.0 FINDINGS AND OPINIONS

This Environmental Site Assessment has revealed no evidence of any *recognized environmental conditions* (REC's) in connection with the subject property.

Asbestos-Containing Materials (ACM) – The MEC Environmental Professional observed suspect asbestos-containing materials (ACM) throughout the building. These materials included significantly damaged thermal systems pipe insulation in the crawlspace. Prior to renovation or demolition, all ACM's that would be affected by the renovation or demolition must be properly removed by a licensed asbestos abatement contractor. MEC performed an asbestos inspection and bulk sampling of materials. The inspection results will be reported in a separate asbestos inspection report.

Lead-Based Paint (LBP) – The MEC Environmental Professional observed severely peeling suspect lead-based paint (LBP) throughout the building. The worst areas of peeling paint were in the basement around the jail cells. Prior to renovation or demolition, the LBP should be mitigated to minimize any further LBP contamination. The LBP mitigation must be performed by a licensed lead abatement contractor. MEC performed a LBP inspection and XRF analysis of materials. The inspection results will be reported in a separate LBP inspection report.

Lead-Based Paint (LBP) Soil Contamination - The MEC Environmental Professional observed peeling suspect lead-based paint (LBP) on the exterior trim of the building. MEC also observed paint chips on the ground surrounding the building. Prior to renovation or demolition, the paint chips and contaminated soil around the building must be removed by a licensed lead abatement contractor.

Polychlorinated Biphenyls (PCB's) – The MEC Environmental Professional observed fluorescent lighting throughout the building. MEC recommends that prior to renovation or demolition of the building, the Owner have suspect PCB containing fluorescent lighting ballasts identified and have them properly removed and disposed of by an environmental contractor.

Mercury Containing Switches - MEC recommends that prior to renovation or demolition of the building, the Owner have suspect Mercury containing mechanical switches identified and have the switches properly removed and disposed of by an environmental contractor.

10.0 CONCLUSIONS

MEC has performed a Phase I Environmental Site Assessment in general conformance with the scope and limitations of ASTM Practice E 1527-05 for the former Kendall County Jail facility located at 110 W. Madison Street in Yorkville, Kendall County, Illinois, 60560. Any exceptions to, or deletions from, this practice are described in Section 3.3 of this report.

This Environmental Site Assessment has revealed no evidence of any *recognized environmental conditions* in connection with the subject property.

11.0 SIGNATURE OF ENVIRONMENTAL PROFESSIONALS

Midwest Environmental Consulting Services, Inc. (MEC) has performed a Phase I Environmental Site Assessment (ESA) for the former Kendall County Jail facility located at 110 W. Madison Street in Yorkville, Kendall County, Illinois, 60560. The scope of the ESA was consistent with ASTM Practice E 1527-05. The ESA was performed by an Environmental Professional in accordance with ASTM E 1527-05.

"I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312 and I have the specific qualifications based on education, training and experience to assess a property of the nature, history and setting of the subject property. I have developed and performed all the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."

MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC.

Steven Charron
Environmental Professional

Dan Medler
Operations Manager

12.0 REFERENCES

ASTM, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," ASTM Designation E 1527-05, Published November 1, 2005.

Agency Database Reports (Federal and State).

Historical Aerial Photographs, dated 1956-2005

Historical Sanborn Fire Insurance Maps, dated 1898-1905

Historical USGS Topographic Maps, 7.5 Minute Series, dated 1953-1993

EDR-City Directory Abstract, dated 1970-2007

Physical setting sources data from EDR.

13.0 APPENDICES

APPENDIX - A	SITE PHOTOGRAPHS
APPENDIX - B	SITE PLAN
APPENDIX - C	HISTORICAL RESEARCH DOCUMENTATION
APPENDIX - D	REGULATORY DATABASE REPORT
APPENDIX - E	RESUMES/CERTIFICATIONS
APPENDIX - F	USER PROVIDED DOCUMENTATION
APPENDIX - G	RECORDS OF COMMUNICATION
APPENDIX - H	TERMINOLOGY

APPENDIX A

SITE PHOTOGRAPHS

KENDALL COUNTY FACILITIES MANAGEMENT

Former Kendall County Jail
110 W. Madison Street, Yorkville, IL 60560

1. View of the original building on the subject property from the south.

2. View of the building addition on the subject property from the south.

3. View of the subject property from the north.

4. View of the subject property from the west.

5. View of the subject property from the east.

6. View of the concrete pad and well on the subject property.

7. View of peeling Lead-Based Paint in the basement.

8. View of the boiler in the basement.

9. View of the adjoining property to the south.

10. View of the adjoining property to the north.

11. View of the adjoining property to the west.

12. View of the adjoining property to the east.

APPENDIX B

SITE PLAN

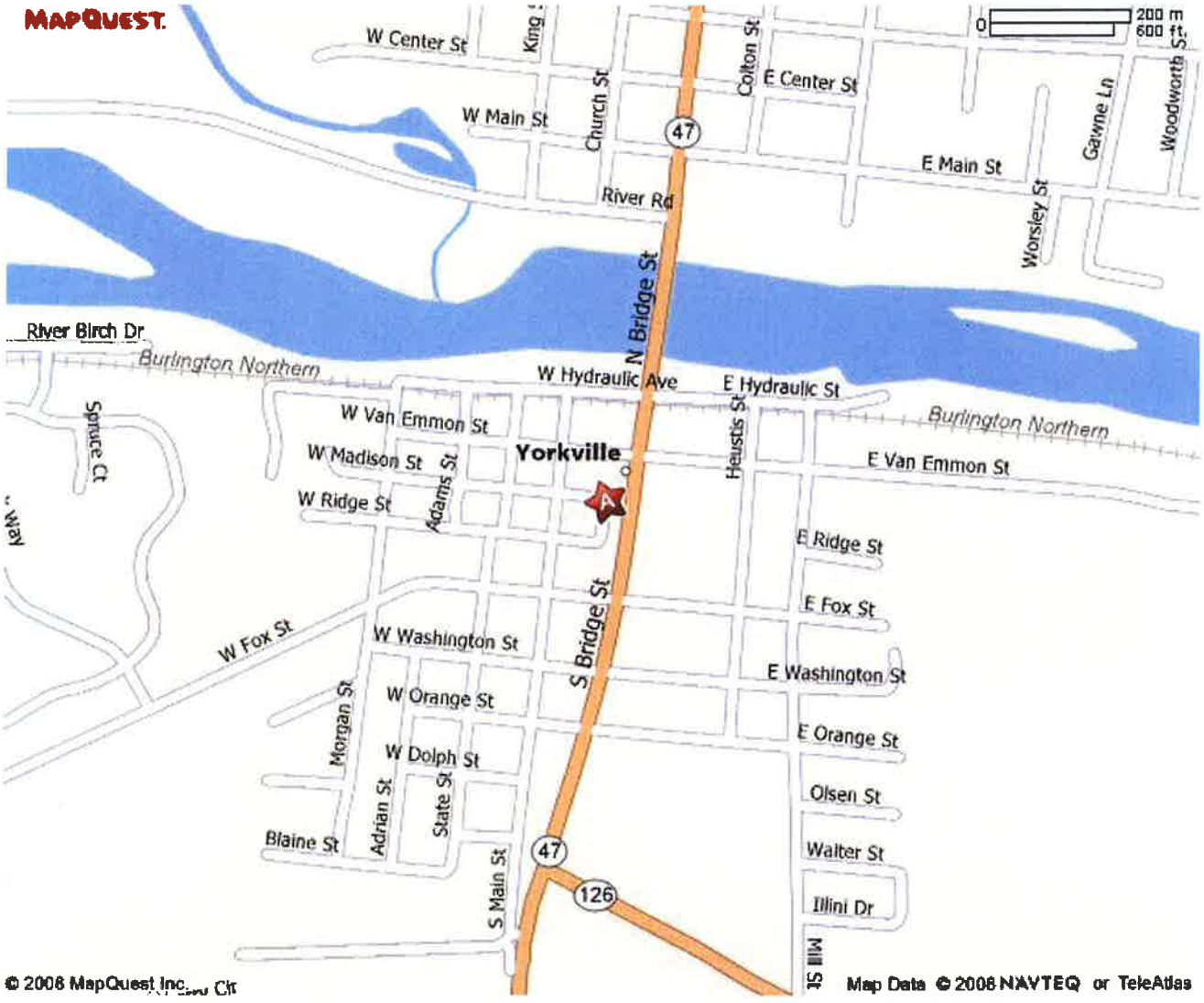
Need help on the go? Get Voice Activated Directions for free. Call 1-800-FREE411 (1-800-373-3411).

MAPQUEST.

Do you know Your Credit Score?		
Excellent		750 - 840
Good		660 - 749
Fair		620 - 659
Poor		360 - 619
I Don't Know		?????

Find out INSTANTLY!

A: 110 W Madison St, Yorkville, IL 60560-1465



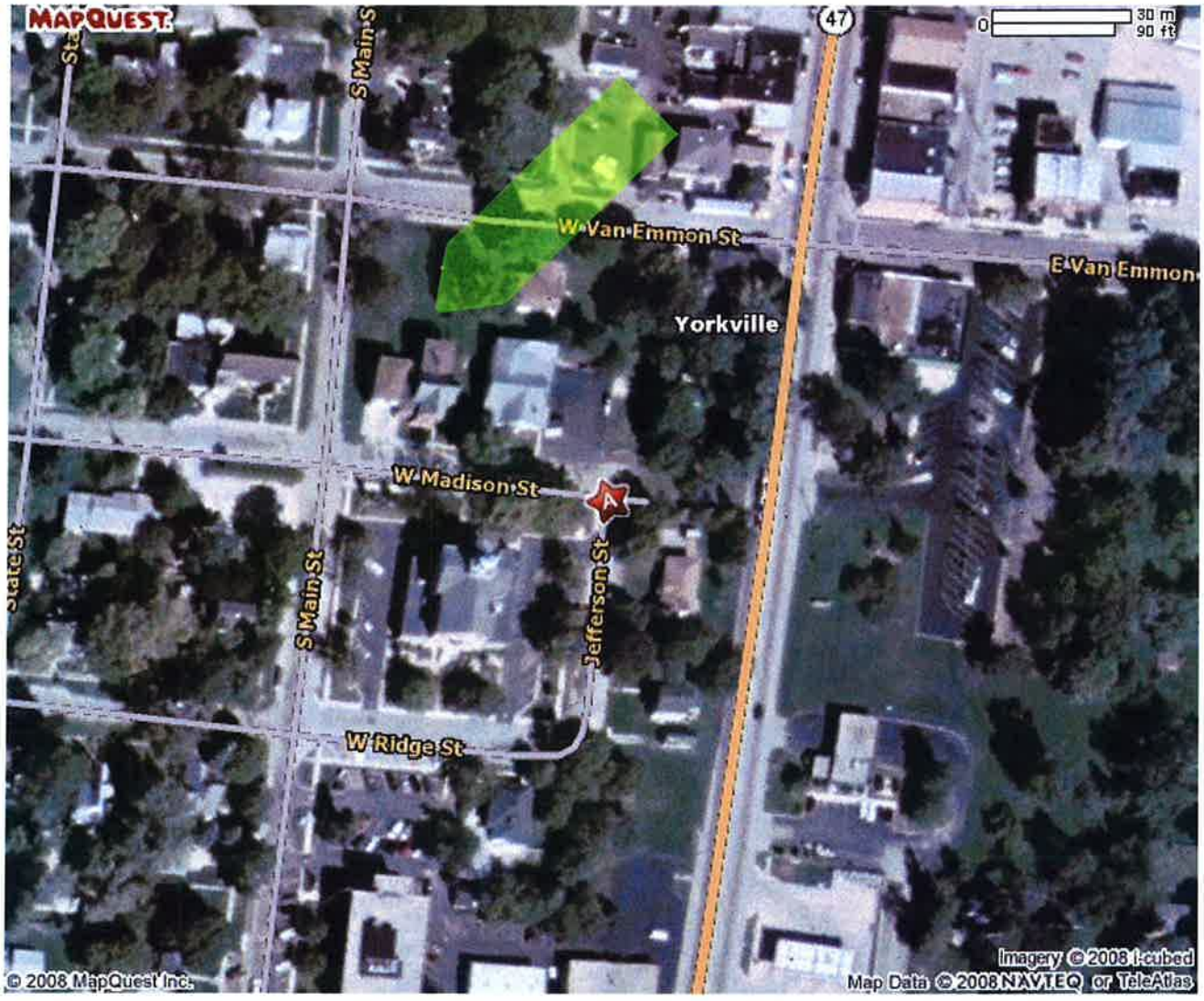
Need help on the go? Get Voice Activated Directions for free. Call 1-800-FREE411 (1-800-373-3411).

MAPQUEST

Do you know Your Credit Score?		
Excellent		750 - 840
Good		660 - 749
Fair		620 - 659
Poor		360 - 619
I Don't Know		?????

Find out INSTANTLY!

A: 110 W Madison St, Yorkville, IL 60560-1465



APPENDIX C

HISTORICAL RESEARCH DOCUMENTATION

Commercial Property
110 W. Madison Street
Yorkville, IL 60560

Inquiry Number: 2321701.3S
September 19, 2008

Certified Sanborn® Map Report

EDR® Environmental Data Resources Inc

440 Wheelers Farms Road
Milford, CT 06461
800.352.0050
www.edrnet.com

Certified Sanborn® Map Report

9/19/08

Site Name:
Commercial Property
110 W. Madison Street
Yorkville, IL 60560

Client Name:
Midwest Env. Cons.Services
4 Bonnie Lane
Yorkville, IL 60560

EDR® Environmental Data Resources Inc

EDR Inquiry # 2321701.3S

Contact: Steven Charron

The complete Sanborn Library collection has been searched by EDR, and fire insurance maps covering the target property location provided by Midwest Env. Cons.Services Inc. were identified for the years listed below. The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by Sanborn Library LLC, the copyright holder for the collection.

Certified Sanborn Results:

Site Name: Commercial Property
Address: 110 W. Madison Street
City, State, Zip: Yorkville, IL 60560
Cross Street:
P.O. # NA
Project: 08-09-451-EA
Certification # A4FC-45E9-86BC

Sanborn® Library search results
Certification # A4FC-45E9-86BC

Maps Identified - Number of maps indicated within "( )"

1905 (2)
1898 (1)

The Sanborn Library includes more than 1.2 million Sanborn fire insurance maps, which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- ☑ Library of Congress
- ☑ University Publications of America
- ☑ EDR Private Collection

Total Maps: 3

Limited Permission To Make Copies

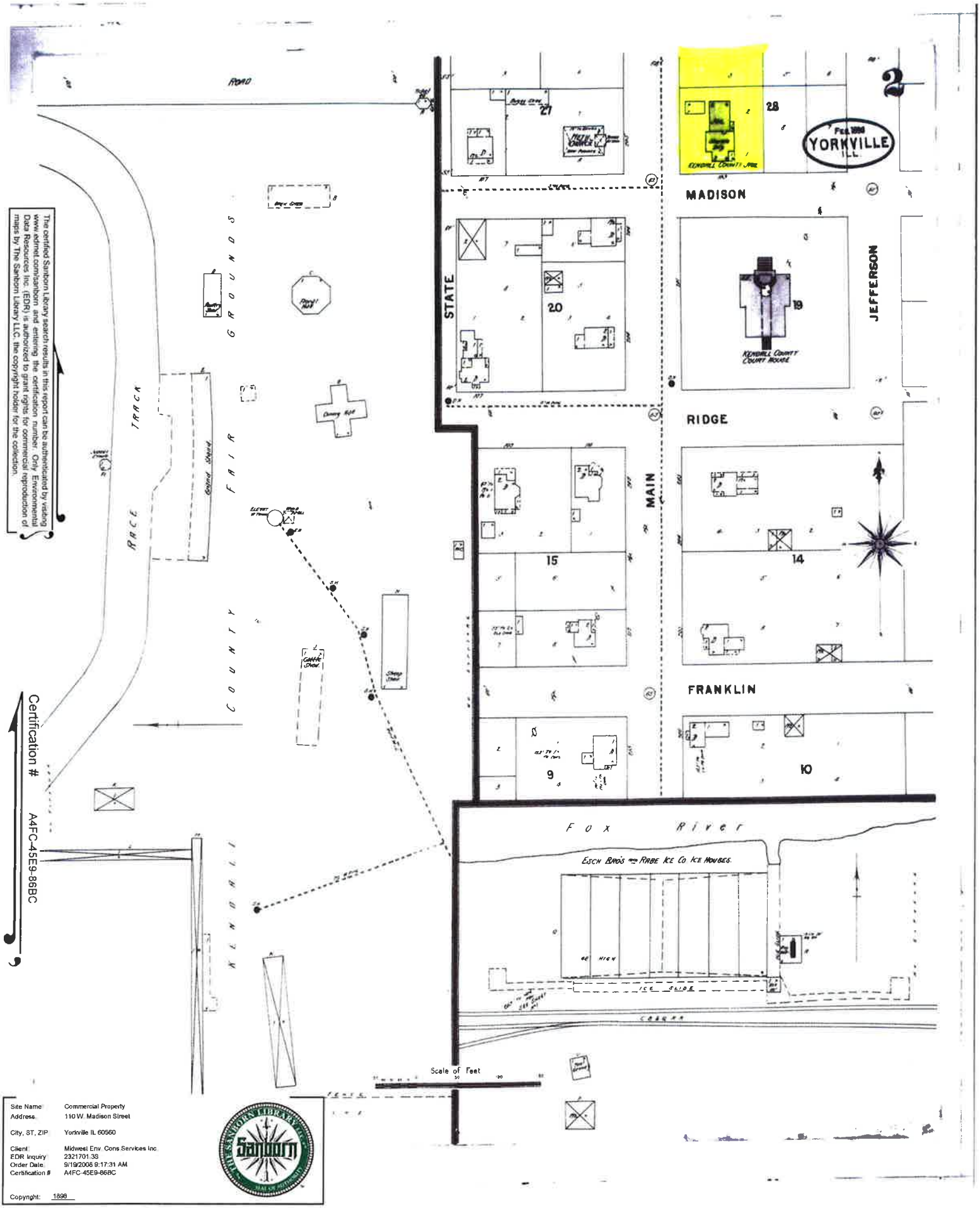
Midwest Env. Cons.Services Inc. (the client) is permitted to make up to THREE photocopies of this Sanborn Map transmittal and each fire insurance map accompanying this report solely for the limited use of its customer. No one other than the client is authorized to make copies. Upon request made directly to an EDR Account Executive, the client may be permitted to make a limited number of additional photocopies. This permission is conditioned upon compliance by the client, its customer and their agents with EDR's copyright policy; a copy of which is available upon request.

Disclaimer - Copyright and Trademark notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT. Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2008 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.



The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # A4FC-45E9-86BC

Site Name:	Commercial Property
Address:	110 W. Madison Street
City, ST, ZIP:	Yorkville IL 60560
Client:	Midwest Env. Cons.Services Inc.
EDR Inquiry:	2321701.3S
Order Date:	9/19/2006 9:17:31 AM
Certification #:	A4FC-45E9-86BC

Copyright: 1898

Site Name: Commercial Property
Address: 110 W. Madison Street

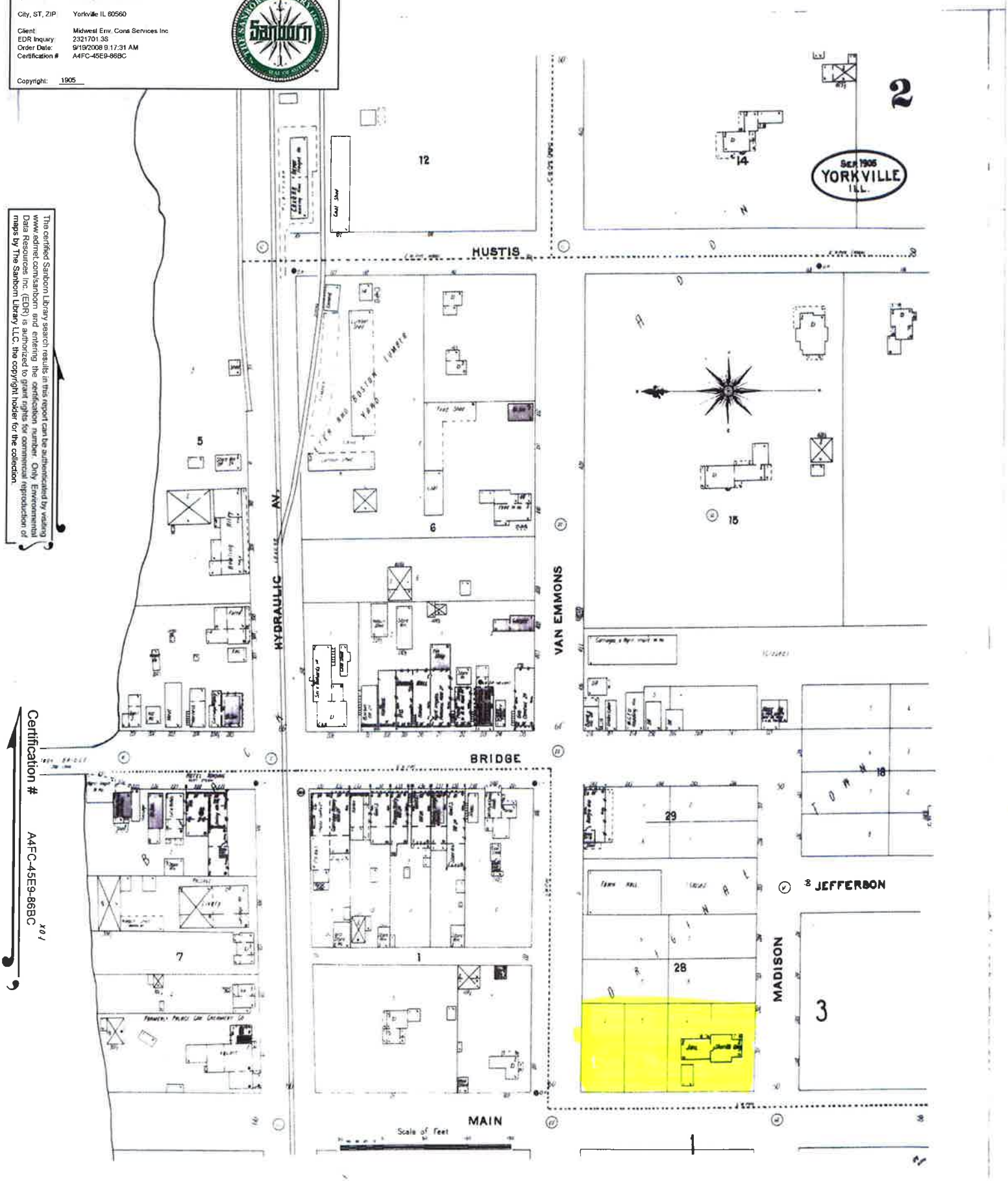
City, ST, ZIP: Yorkville IL 60560

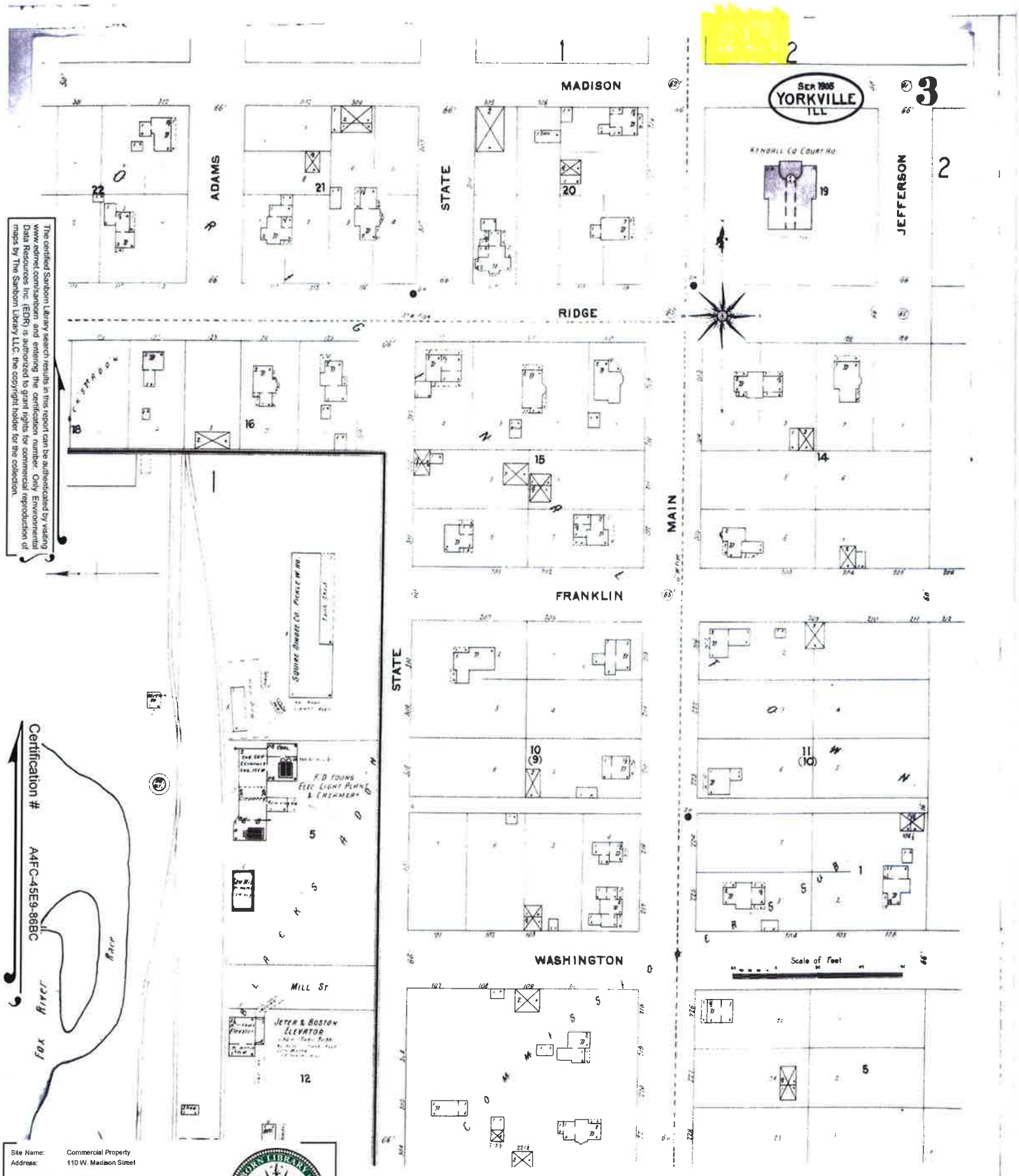
Client: Midwest Env. Cons Services Inc
EDR Inquiry: 2321701.3S
Order Date: 9/19/2008 9:17:31 AM
Certification #: A4FC-45E9-86BC

Copyright: 1905

The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources, Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # A4FC-45E9-86BC





The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Site Name: Commercial Property
Address: 110 W. Madison Street
City, ST, ZIP: Yorkville IL 60560

Client: Midwest Env. Cons Services Inc.
EDR Inquiry: 2321701.3S
Order Date: 9/19/2008 9:17:31 AM
Certification #: A4FC-45E9-86BC

Copyright: 1905

Commercial Property
110 W. Madison Street
Yorkville, IL 60560

Inquiry Number: 2321701.5
September 19, 2008

The EDR Aerial Photo Decade Package

EDR® Environmental Data Resources Inc

440 Wheelers Farms Road
Milford, CT 06461
800.352.0050
www.edrnet.com

Date EDR Searched Historical Sources:

Aerial Photography September 19, 2008

Target Property:

110 W. Madison Street
Yorkville, IL 60560

Year	*Scale*	*Details*	*Source*
1956	Aerial Photograph. Scale: 1"=1000'	Panel #: 2441088-F4/Flight Date: June 02, 1956	EDR
1973	Aerial Photograph. Scale: 1"=750'	Panel #: 2441088-F4/Flight Date: April 23, 1973	EDR
1993	Aerial Photograph. Scale: 1"=750'	Panel #: 2441088-F4/Flight Date: March 30, 1993	EDR
2005	Aerial Photograph. Scale: 1"=495'	Flight Year: 2005	EDR

INQUIRY #: 2321701.5
YEAR: 1956
= 1000'
N

INQUIRY #: 2321701.5
YEAR: 1973
= 750'
N

INQUIRY #: 2321701.5
YEAR: 1993
= 750'
N

INQUIRY #: 2321701.5
YEAR: 2005
= 495'
N

Commercial Property
110 W. Madison Street
Yorkville, IL 60560

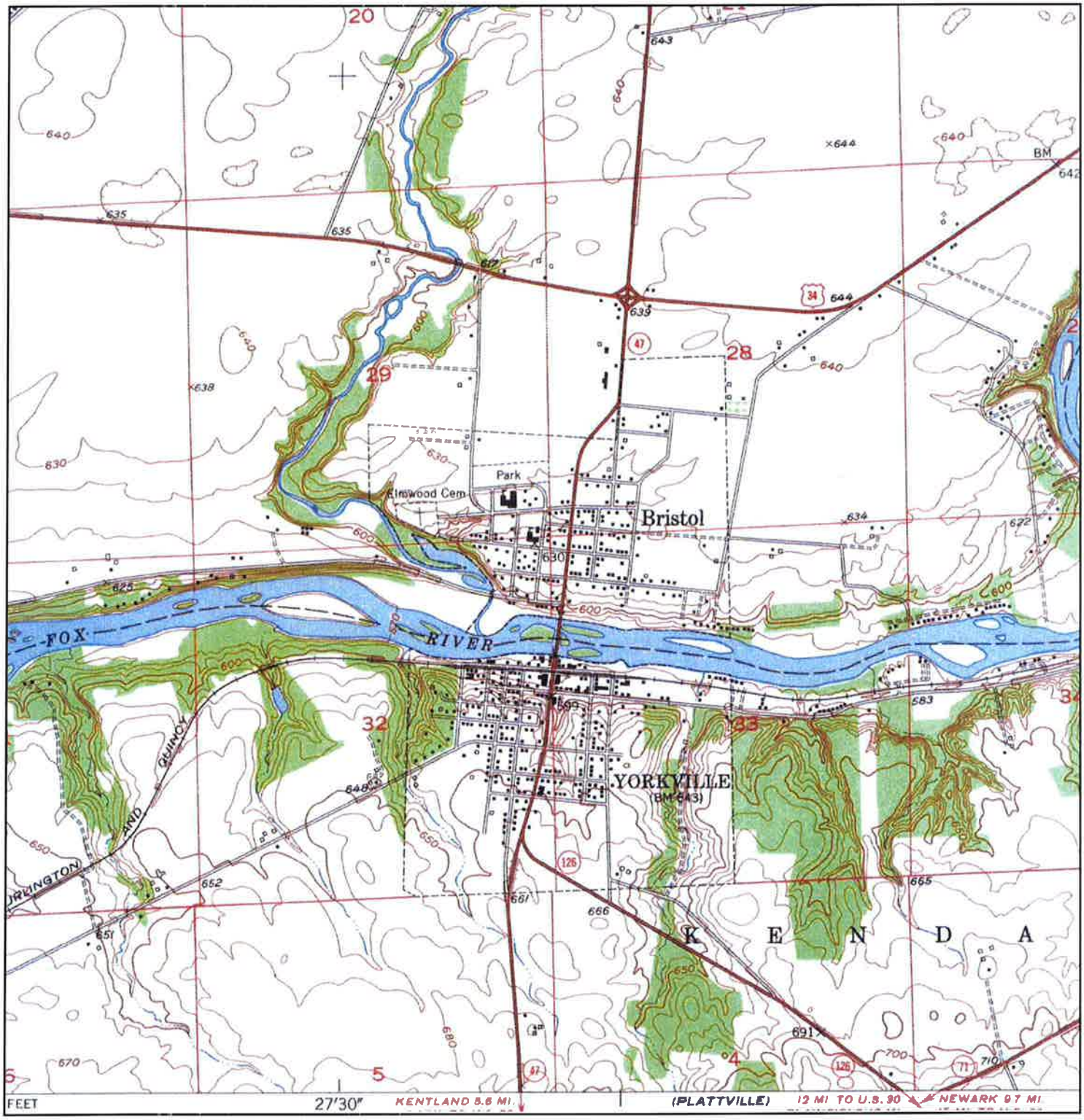
Inquiry Number: 2321701.4
September 19, 2008

The EDR Historical Topographic Map Report

EDR® Environmental Data Resources Inc

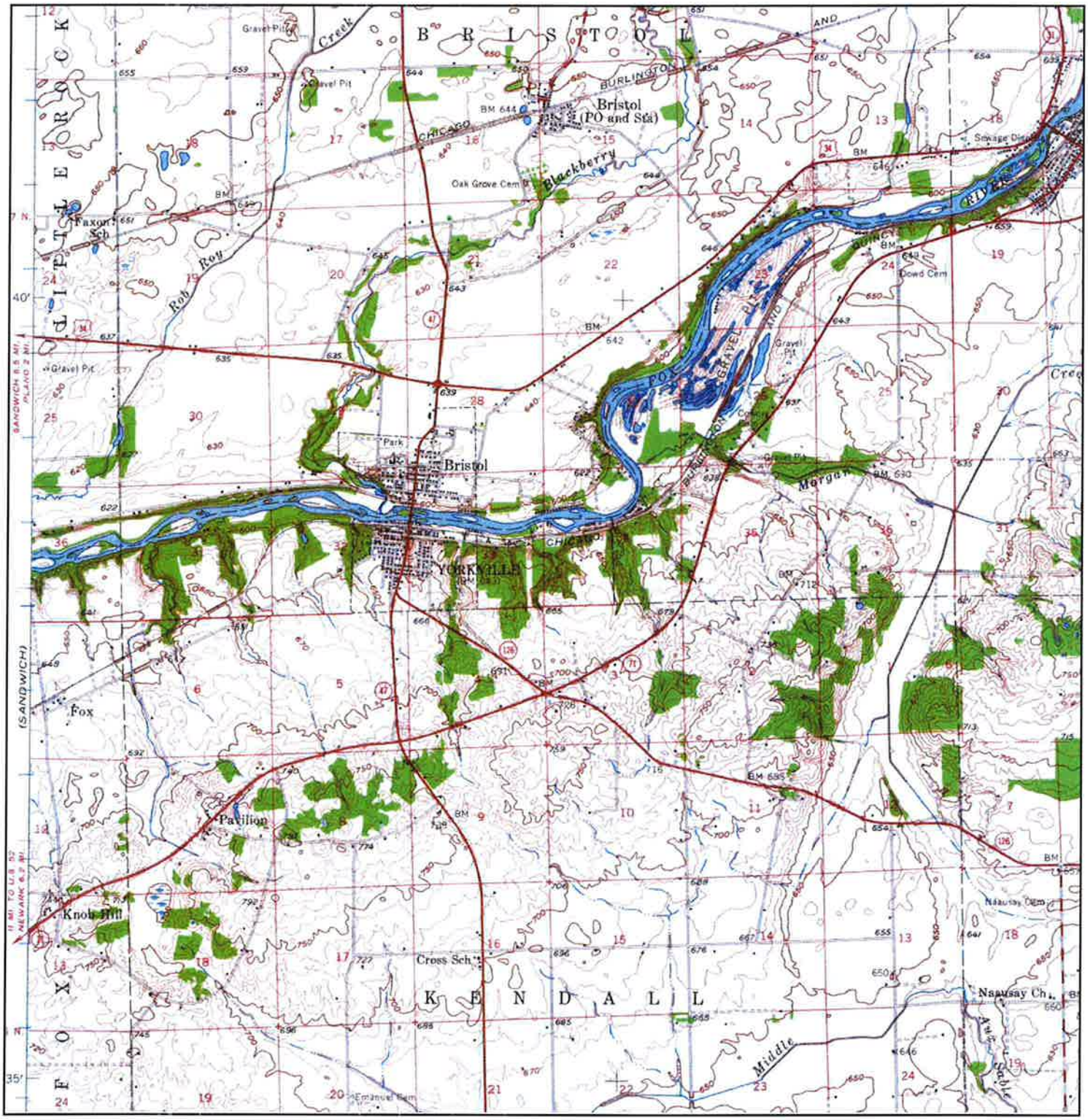
440 Wheelers Farms Road
Milford, CT 06461
800.352.0050
www.edrnet.com

Historical Topographic Map



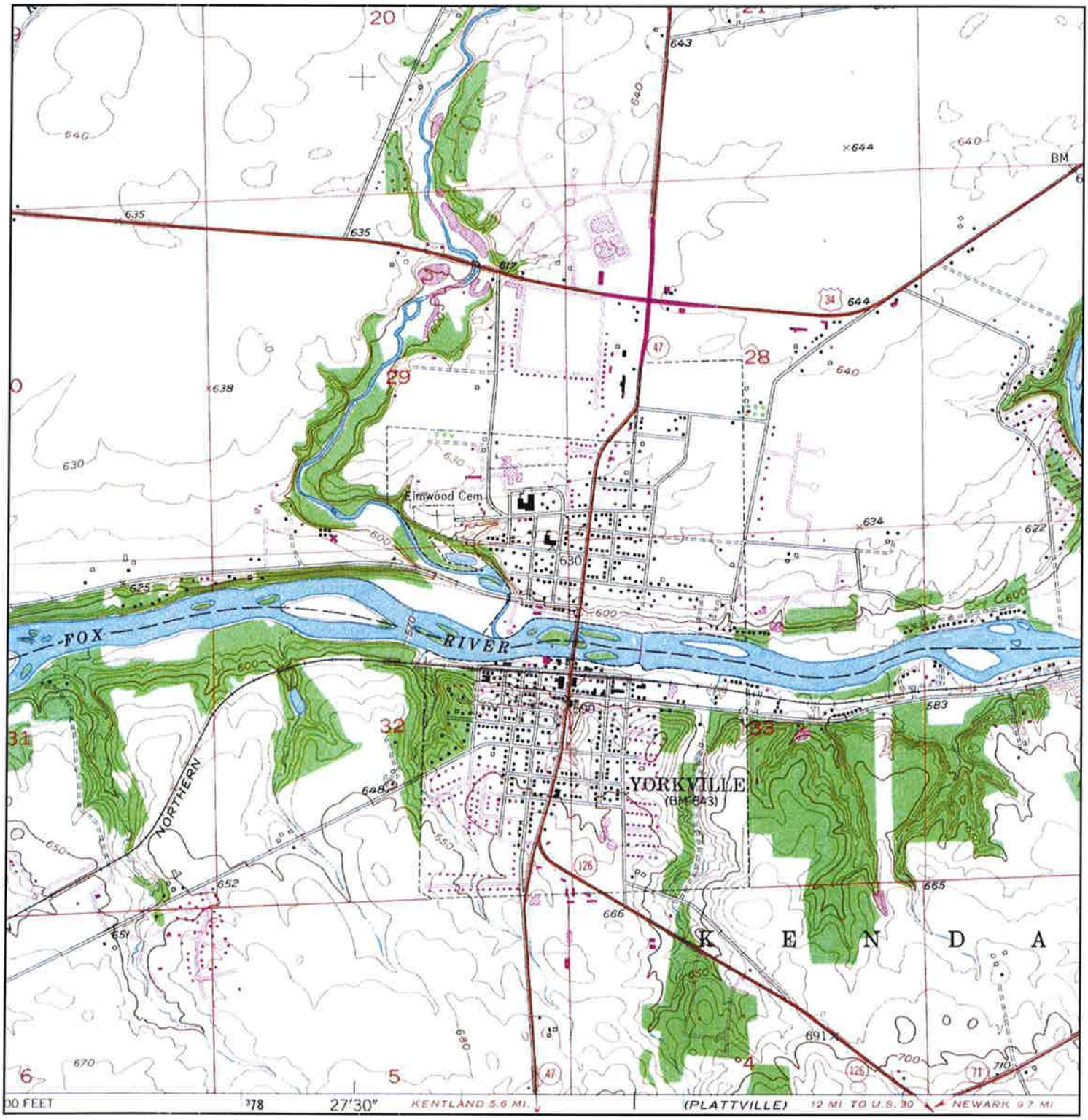
N			
	TARGET QUAD NAME: YORKVILLE MAP YEAR: 1953 SERIES: 7.5 SCALE: 1:24000	SITE NAME: Commercial Property ADDRESS: 110 W. Madison Street Yorkville, IL 60560 LAT/LONG: 41.6407 / 88.4477	CLIENT: Midwest Env. Cons.Services Inc. CONTACT: Steven Charron INQUIRY#: 2321701.4 RESEARCH DATE: 09/19/2008

Historical Topographic Map



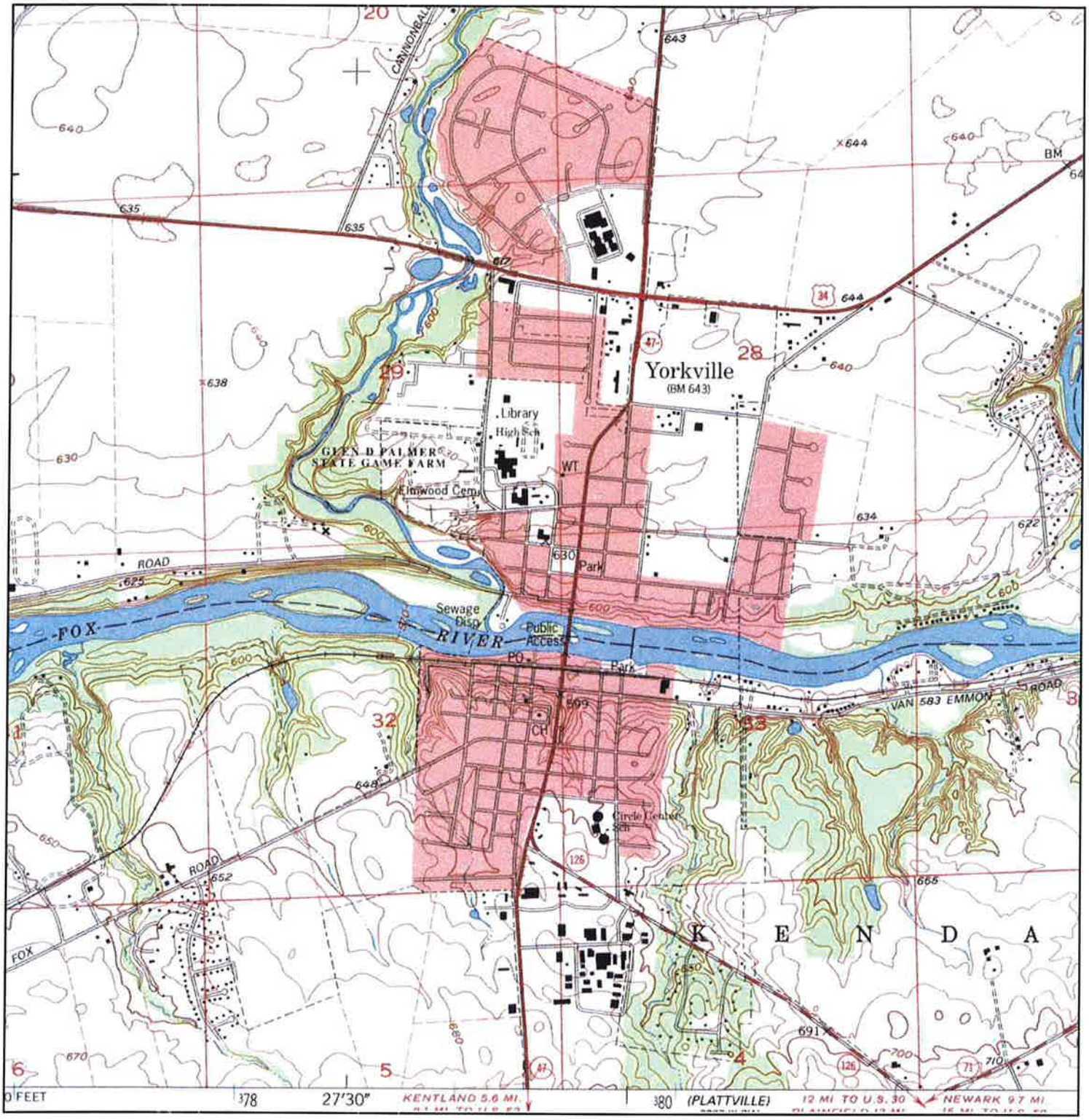
N	TARGET QUAD		SITE NAME:	Commercial Property	CLIENT:	Midwest Env. Cons.Services Inc.
	NAME:	YORKVILLE	ADDRESS:	110 W. Madison Street	CONTACT:	Steven Charron
	MAP YEAR:	1954		Yorkville, IL 60560	INQUIRY#:	2321701.4
			LAT/LONG:	41.6407 / 88.4477	RESEARCH DATE:	09/19/2008
	SERIES:	15				
	SCALE:	1:62500				

Historical Topographic Map



N			
	TARGET QUAD NAME: YORKVILLE MAP YEAR: 1973 PHOTOREVISED FROM:1953 SERIES: 7.5 SCALE: 1:24000	SITE NAME: Commercial Property ADDRESS: 110 W. Madison Street Yorkville, IL 60560 LAT/LONG: 41.6407 / 88.4477	CLIENT: Midwest Env. Cons.Services Inc. CONTACT: Steven Charron INQUIRY#: 2321701.4 RESEARCH DATE: 09/19/2008

Historical Topographic Map



N	TARGET QUAD NAME: YORKVILLE MAP YEAR: 1993 SERIES: 7.5 SCALE: 1:24000	SITE NAME: Commercial Property ADDRESS: 110 W. Madison Street Yorkville, IL 60560 LAT/LONG: 41.6407 / 88.4477	CLIENT: Midwest Env. Cons.Services Inc. CONTACT: Steven Charron INQUIRY#: 2321701.4 RESEARCH DATE: 09/19/2008

Commercial Property
110 W. Madison Street
Yorkville, IL 60560

Inquiry Number: 2321701.6
September 23, 2008

The EDR-City Directory Abstract

Environmental Data Resources Inc

440 Wheelers Farms Road
Milford, CT 06461
800.352.0050
www.edrnet.com

SUMMARY

- ***City Directories:***

Business directories including city, cross reference and telephone directories were reviewed, if available, at approximately five year intervals for the years spanning 1970 through 2007. (These years are not necessarily inclusive.) A summary of the information obtained is provided in the text of this report.

Date EDR Searched Historical Sources: September 23, 2008

Target Property:
110 W. Madison Street
Yorkville, IL 60560

Year	Uses	Source
1970	Street Not Listed in Research Source	Haines Criss-Cross Directory
1975	Street Not Listed in Research Source	Haines Criss-Cross Directory
1980	Street Not Listed in Research Source	Haines Criss-Cross Directory
1985	Street Not Listed in Research Source	Haines Criss-Cross Directory
1990	Street Not Listed in Research Source	Haines Criss-Cross Directory
1995	Street Not Listed in Research Source	Haines Criss-Cross Directory
2000	Street Not Listed in Research Source	Haines Criss-Cross Directory
2007	Address Not Listed in Research Source	Haines Criss-Cross Directory

Adjoining Properties

SURROUNDING

Multiple Addresses
Yorkville, IL 60560

Year	Uses	Source
1970	Street Not Listed in Research Source	Haines Criss-Cross Directory
1975	Street Not Listed in Research Source	Haines Criss-Cross Directory
1980	Street Not Listed in Research Source	Haines Criss-Cross Directory
1985	Street Not Listed in Research Source	Haines Criss-Cross Directory
1990	Street Not Listed in Research Source	Haines Criss-Cross Directory
1995	Street Not Listed in Research Source	Haines Criss-Cross Directory
2000	Street Not Listed in Research Source	Haines Criss-Cross Directory
2007	****West Madison Street****	Haines Criss-Cross Directory
	James M Olson & Assocs Ltd (107)	Haines Criss-Cross Directory
	Residence (207)	Haines Criss-Cross Directory

Year	Uses	Source
2007	Residence (208)	Haines Criss-Cross Directory
	No other addresses in 0-299 range	Haines Criss-Cross Directory

Kendall County
111 Fox Street
Yorkville, IL 60560

Search Home County Home

Parcel Information

Tax Year: 2007

Parcel Number: 05-38-287-001

Print Statement | Search Again | View Map

Overview
Assessment
Names
Site Address

Parcel Detail

Township	Kendall Township
Tax Code	KE022
Tax Status	Taxable
Property Class	0060 - IMPROVED COMMERCIAL
Land Use	
Neighborhood	
Property Type	
Alternate PIN	
Created	
Deleted	
Net Taxable Value	00
Tax Rate	7.006500
Total Tax	$0.00

Assessments

Category	Partial Bldg?	Total
DOR Equalized	No	00
Department of Revenue	No	00
Board of Review Equalized	No	00
Board of Review	No	00
S of A Equalized	No	00
Supervisor of Assessments	No	00
Township Assessor	No	00
Prior Year Equalized	No	00

Tax Rates

District	Ta
COUNTY	
BRISTOL-KENDALL FPD	
FOREST PRESERVE	
JR COLLEGE #516	
YORKVILLE LIBRARY	
YORKVILLE/BRISTOL SD	
YORKVILLE DOWNTOWN	
KENDALL TOWNSHIP	
KENDALL ROAD DISTRICT	
SCHOOL DIST CU-115	
CITY OF YORKVILLE	
Total	

Names

Name	Relationship
KENDALL COUNTY	OWNER

Exemptions

Exemption	Amount Granted
Exempt Parcel	00

Payments

	1st Installment	2
2007		
Tax Billed	$0.00	
Penalty Billed	$0.00	
Cost Billed	$0.00	
Drainage Billed	$0.00	
Total Billed	$0.00	
Amount Paid	$0.00	
Total Unpaid	$0.00	
Batch Number		
Receipt No.		
Date Due	07/01/2008	
Date Paid		

Paid by

Sales

Tax Sales

Status	
Taxes Sold To	
Year Sold	
Sub. Sales	

Site Address

Lot/Acres

Lot Size	200 X 100
Gross Acres	0.0000
Homesite Acres	0.0000
Farm Acres	0

Public Notes

BLDG PERMIT/INTERIOR RENOV/
10/31/2002

Legal Description

LT 1, 2, 3 & 4 BLK 28 ORIG VILL YORKVILLE

Farmland

Totals

Search Home | County Home

Please check the technical requirements for using this site.

APPENDIX D

REGULATORY DATABASE REPORT

Commercial Property
110 W. Madison Street
Yorkville, IL 60560

Inquiry Number: 2321701.2s
September 18, 2008

The EDR Radius Map™ Report with GeoCheck®

EDR® Environmental Data Resources Inc

440 Wheelers Farms Road
Milford, CT 06461
Toll Free: 800.352.0050
www.edrnet.com

TABLE OF CONTENTS

SECTION	PAGE
Executive Summary	ES1
Overview Map	2
Detail Map	3
Map Findings Summary	4
Map Findings	6
Orphan Summary	28
Government Records Searched/Data Currency Tracking	GR-1

GEOCHECK ADDENDUM

Physical Setting Source Addendum	A-1
Physical Setting Source Summary	A-2
Physical Setting Source Map	A-10
Physical Setting Source Map Findings	A-11
Physical Setting Source Records Searched	A-80

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2008 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-05) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

110 W. MADISON STREET
YORKVILLE, IL 60560

COORDINATES

Latitude (North):	41.640680 - 41° 38' 26.4"
Longitude (West):	88.447750 - 88° 26' 51.9"
Universal Tranverse Mercator:	Zone 16
UTM X (Meters):	379423.8
UTM Y (Meters):	4610682.0
Elevation:	635 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	41088-F4 YORKVILLE, IL
Most Recent Revision:	1993

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

FEDERAL RECORDS

NPL	National Priority List
Proposed NPL	Proposed National Priority List Sites
Delisted NPL	National Priority List Deletions
NPL LIENS	Federal Superfund Liens
CERCLIS	Comprehensive Environmental Response, Compensation, and Liability Information System
CERC-NFRAP	CERCLIS No Further Remedial Action Planned
LIENS 2	CERCLA Lien Information
CORRACTS	Corrective Action Report
RCRA-TSDF	RCRA - Transporters, Storage and Disposal
RCRA-LQG	RCRA - Large Quantity Generators

EXECUTIVE SUMMARY

US ENG CONTROLS	Engineering Controls Sites List
US INST CONTROL	Sites with Institutional Controls
ERNS	Emergency Response Notification System
HMIRS	Hazardous Materials Information Reporting System
DOT OPS	Incident and Accident Data
US CDL	Clandestine Drug Labs
US BROWNFIELDS	A Listing of Brownfields Sites
DOD	Department of Defense Sites
FUDS	Formerly Used Defense Sites
LUCIS	Land Use Control Information System
CONSENT	Superfund (CERCLA) Consent Decrees
ROD	Records Of Decision
UMTRA	Uranium Mill Tailings Sites
DEBRIS REGION 9	Torres Martinez Reservation Illegal Dump Site Locations
ODI	Open Dump Inventory
MINES	Mines Master Index File
TRIS	Toxic Chemical Release Inventory System
TSCA	Toxic Substances Control Act
FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing
SSTS	Section 7 Tracking Systems
ICIS	Integrated Compliance Information System
PADS	PCB Activity Database System
MLTS	Material Licensing Tracking System
RADINFO	Radiation Information Database
FINDS	Facility Index System/Facility Registry System
RAATS	RCRA Administrative Action Tracking System
SCRD DRYCLEANERS	State Coalition for Redediation of Drycleaners Listing

STATE AND LOCAL RECORDS

SHWS	State Oversight List
CAT	Category List
SWF/LF	Available Disposal for Solid Waste in Illinois - Solid Waste Landfills Subject to State Surcharge
NPDES	A Listing of Active Permits
UIC	Underground Injection Wells
IL NIPC	Solid Waste Landfill Inventory
SPILLS	State spills
ENG CONTROLS	Sites with Engineering Controls
INST CONTROL	Institutional Controls
DRYCLEANERS	Illinois Licensed Drycleaners
IMPDMENT	Surface Impoundment Inventory
CDL	Meth Drug Lab Site Listing
AIRS	AIRS

TRIBAL RECORDS

INDIAN RESERV	Indian Reservations
INDIAN ODI	Report on the Status of Open Dumps on Indian Lands
INDIAN LUST	Leaking Underground Storage Tanks on Indian Land
INDIAN UST	Underground Storage Tanks on Indian Land
INDIAN VCP	Voluntary Cleanup Priority Listing

EDR PROPRIETARY RECORDS

Manufactured Gas Plants	EDR Proprietary Manufactured Gas Plants

EXECUTIVE SUMMARY

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.
Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

FEDERAL RECORDS

RCRA-SQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

A review of the RCRA-SQG list, as provided by EDR, and dated 08/20/2008 has revealed that there are 2 RCRA-SQG sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Dist / Dir	Map ID	Page
YORKVILLE AUTO PARTS INC	***906 S BRIDGE***	***1/8 - 1/4 S***	***16***	***20***
Lower Elevation	**Address**	**Dist / Dir**	**Map ID**	**Page**
YORKVILLE EQUIPMENT CO INC	***6221 RTE 47***	***1/8 - 1/4 NNE***	***B11***	***13***

RCRA-CESQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

A review of the RCRA-CESQG list, as provided by EDR, and dated 08/20/2008 has revealed that there is 1 RCRA-CESQG site within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Dist / Dir	Map ID	Page
YORKVILLE AUTO BODY INC	***808 BRIDGE ST***	***1/8 - 1/4 S***	***C15***	***18***

RCRA-NonGen: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

A review of the RCRA-NonGen list, as provided by EDR, and dated 08/20/2008 has revealed that there is

EXECUTIVE SUMMARY

1 RCRA-NonGen site within approximately 0.25 miles of the target property.

Lower Elevation	Address	Dist / Dir	Map ID	Page
KENDALL GRUNDY FS INC	EAST VAN EMMON ST	0 - 1/8 NE	A5	7

STATE AND LOCAL RECORDS

LUST: The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data come from the Illinois Environmental Protection Agency's LUST Incident Report.

A review of the LUST list, as provided by EDR, and dated 08/15/2008 has revealed that there are 11 LUST sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Dist / Dir	Map ID	Page
YORKVILLE MARATHON	***802 SOUTH BRIDGE STREET***	***1/8 - 1/4 S***	***C13***	***15***
COZY TABLE RESTAURANT NFA/NFR Letter: 9/9/2004	1010 SOUTH BRIDGE ST.	1/4 - 1/2 S	D17	22
EQUILON ENTERPRISES	1010 SOUTH BRIDGE ST.	1/4 - 1/2 S	D18	22
MARATHON OIL CO. NFA/NFR Letter: 10/31/1991	RT. 47 / ORANGE ST.	1/4 - 1/2 S	D19	23
SILICA SAND TRANSPORT INC NFA/NFR Letter: 7/30/1990	***ROUTES 47 AND 71***	***1/4 - 1/2 SSE***	***20***	***23***
RON WESTPHAL CHEVROLET NFA/NFR Letter: 7/1/2005	RT. 47 / RT. 126	1/4 - 1/2 S	21	25
SHELL OIL CO. NFA/NFR Letter: 12/24/2003 NFA/NFR Letter: 12/24/2003	RT. 126 / 47	1/4 - 1/2 S	23	26

Lower Elevation	Address	Dist / Dir	Map ID	Page
SPEEDWAY SUPERAMERICA (STATION	***504 SOUTH BRIDGE STREET***	***0 - 1/8 SE***	***1***	***6***
GREITER MECHANICAL SERVICES NFA/NFR Letter: 5/16/2005	123 EAST HYDRAULIC AVEN	0 - 1/8 NNE	B9	12
HD BACK HOE NFA/NFR Letter: 1/22/2008	109 BRIDGE ST.	1/8 - 1/4 NNE	12	14
AMOCO OIL #18821 NFA/NFR Letter: 9/24/1999	207 EAST MAIN	1/4 - 1/2 NNE	22	26

LUST TRUST: In case sufficient funds are not available in the Underground Storage Tank Fund, requests for payment are entered on the Payment Priority List by "queue date" order. As required by the Environmental Protection Act, the queue date is the date that a complete request for partial or final payment was received by the Agency. The queue date is "officially" confirmed at the end of the payment review process when a Final Decision Letter is sent to the site owner.

A review of the LUST TRUST list, as provided by EDR, and dated 08/19/2008 has revealed that there are 2 LUST TRUST sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Dist / Dir	Map ID	Page
YORKVILLE MARATHON	***802 SOUTH BRIDGE STREET***	***1/8 - 1/4 S***	***C13***	***15***

EXECUTIVE SUMMARY

Lower Elevation	Address	Dist / Dir	Map ID	Page
SPEEDWAY SUPERAMERICA (STATION	*504 SOUTH BRIDGE STREET*	*0 - 1/8 SE*	*1*	*6*

UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the Illinois State Fire Marshal's STC Facility List.

A review of the UST list, as provided by EDR, and dated 08/21/2008 has revealed that there are 4 UST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Dist / Dir	Map ID	Page
KENDALL COUNTY BOARD	109 W RIDGE ST	0 - 1/8 S	2	6
YORKVILLE MARATHON	802 S. BRIDGE STREET	1/8 - 1/4 S	C14	16

Lower Elevation	Address	Dist / Dir	Map ID	Page
GREITER MECHANICAL SERVICES	123 E. HYDRAULIC AVENUE	0 - 1/8 NNE	B8	11
IL BELL TELEPHONE CO	SE OF HYDR & MAIN	1/8 - 1/4 NNW	10	12

SRP: Illinois Environmental Protection Agency, Site Remediation Program Database

A review of the SRP list, as provided by EDR, and dated 07/14/2008 has revealed that there is 1 SRP site within approximately 0.5 miles of the target property.

Lower Elevation	Address	Dist / Dir	Map ID	Page
GRAINCO	123 EAST VAN EMMON STRE	0 - 1/8 ENE	A6	10

BROWNFIELDS: The Illinois Municipal Brownfields Redevelopment Grant Program (MBRGP) offers grants worth a maximum of $240,000 each to municipalities to assist in site investigation activities, development of cleanup , objectives and performance of cleanup activities. Brownfields are abandoned or underused industrial and/or commercial properties that are contaminated (or thought to be contaminated) and have an active . potential for redevelopment

A review of the BROWNFIELDS list, as provided by EDR, and dated 06/05/2008 has revealed that there are 3 BROWNFIELDS sites within approximately 0.5 miles of the target property.

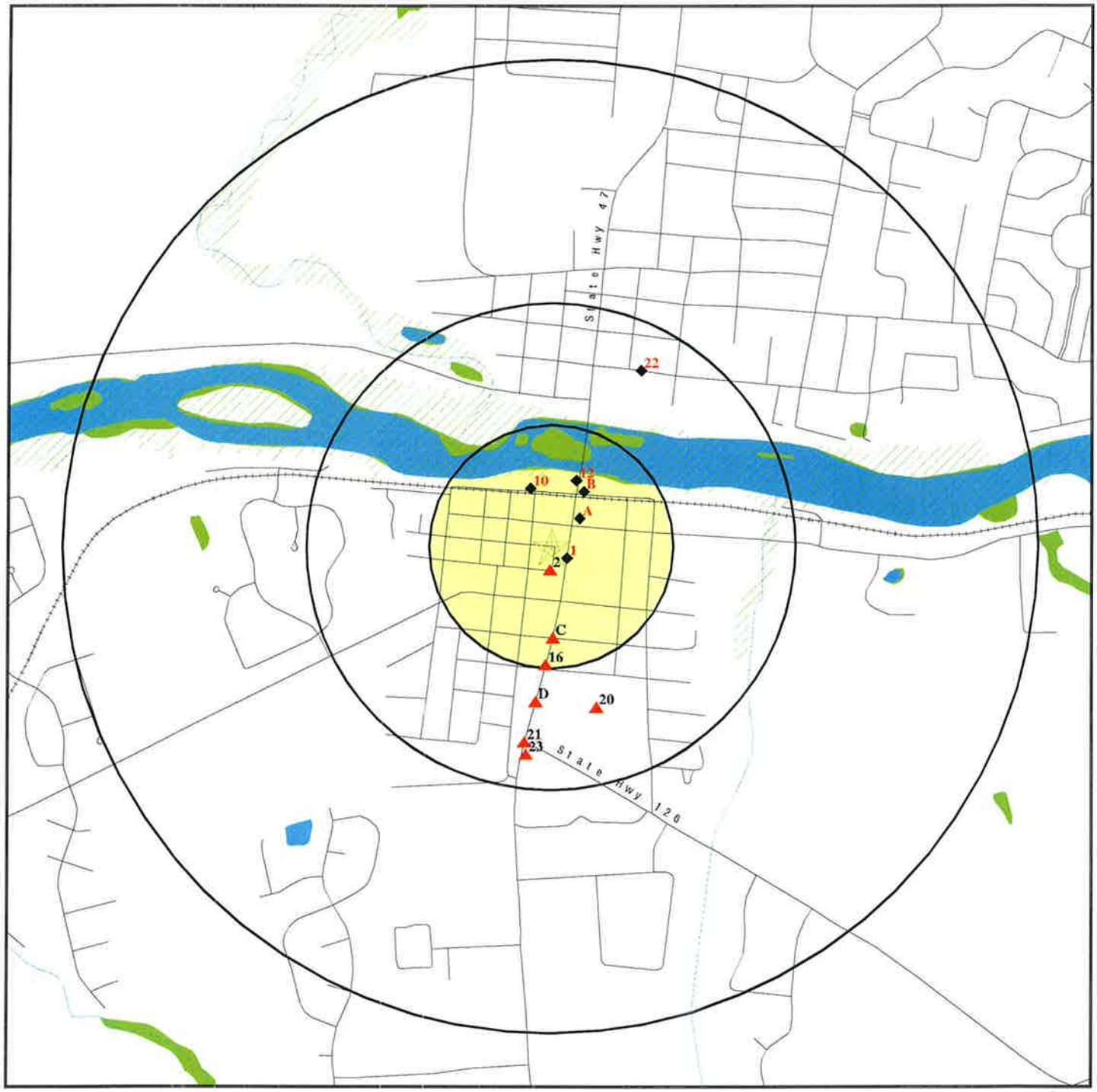
Lower Elevation	Address	Dist / Dir	Map ID	Page
KENDALL COUNTY FARM BUREAU	111 EAST VAN EMMON STRE	0 - 1/8 NE	A3	7
GRAINCO FS	113 EAST VAN EMMON STRE	0 - 1/8 NE	A4	7
AL BIRDWELL BUILDING	127 EAST VAN EMMON STRE	0 - 1/8 ENE	A7	11

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped:

Site Name	Database(s)
NELSONS LANDFILL	CERC-NFRAP
MCKINNON, ROBERT R	SWF/LF
SHELL OIL PRODUCTS US	LUST
GRAINCO FS, INC.	UST
FORMER SHELL SERVICE STATION	UST
ILLINOIS TRUCK MAINTENANCE	UST
NORMS AUTO REPAIR	FINDS, RCRA-CESQG
KENDALL PRINTING	FINDS, RCRA-CESQG
WRIGLEY MFG	RCRA-CESQG
ILLINOIS TRUCK MAINTENANCE	FINDS, RCRA-CESQG
PROPERTY CONCEPTS/A KLERONOMOS	FINDS
KLEINWACHTER PROPERTY	FINDS
REMLINE CORPORATION	SRP

OVERVIEW MAP - 2321701.2s



0 1/4 1/2 1 Miles

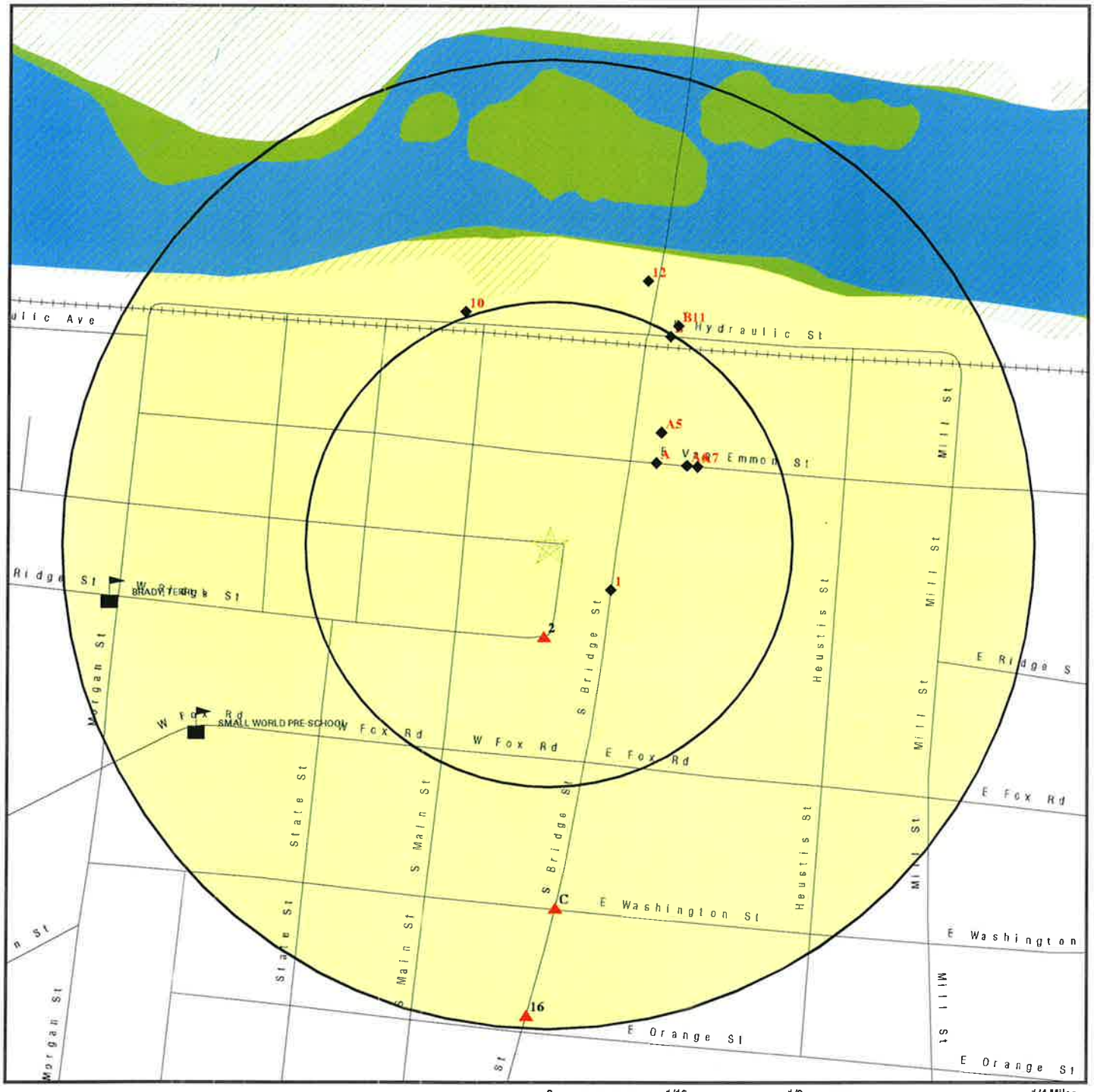
- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- Oil & Gas pipelines
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Commercial Property	CLIENT: Midwest Env. Cons.Services Inc.
ADDRESS: 110 W. Madison Street Yorkville IL 60560	CONTACT: Steven Charron
LAT/LONG: 41.6407 / 88.4477	INQUIRY #: 2321701.2s DATE: September 18, 2008 3:43 pm

Copyright © 2008 EDR, Inc. © 2008 Tele Atlas Rel. 07/2007

DETAIL MAP - 2321701.2s



0 1/16 1/8 1/4 Miles

- ☆ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- Manufactured Gas Plants
- Sensitive Receptors
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- Oil & Gas pipelines
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Commercial Property	CLIENT: Midwest Env. Cons.Services Inc.
ADDRESS: 110 W. Madison Street Yorkville IL 60560	CONTACT: Steven Charron
LAT/LONG: 41.6407 / 88.4477	INQUIRY #: 2321701.2s DATE: September 18, 2008 3:43 pm

Copyright © 2008 EDR, Inc. © 2008 Tele Atlas Rel. 07/2007.

MAP FINDINGS SUMMARY

Database	Target Property	Search Distance (Miles)	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
FEDERAL RECORDS								
NPL		1.000	0	0	0	0	NR	0
Proposed NPL		1.000	0	0	0	0	NR	0
Delisted NPL		1.000	0	0	0	0	NR	0
NPL LIENS		TP	NR	NR	NR	NR	NR	0
CERCLIS		0.500	0	0	0	NR	NR	0
CERC-NFRAP		0.500	0	0	0	NR	NR	0
LIENS 2		TP	NR	NR	NR	NR	NR	0
CORRACTS		1.000	0	0	0	0	NR	0
RCRA-TSDF		0.500	0	0	0	NR	NR	0
RCRA-LQG		0.250	0	0	NR	NR	NR	0
RCRA-SQG		0.250	0	2	NR	NR	NR	2
RCRA-CESQG		0.250	0	1	NR	NR	NR	1
RCRA-NonGen		0.250	1	0	NR	NR	NR	1
US ENG CONTROLS		0.500	0	0	0	NR	NR	0
US INST CONTROL		0.500	0	0	0	NR	NR	0
ERNS		TP	NR	NR	NR	NR	NR	0
HMIRS		TP	NR	NR	NR	NR	NR	0
DOT OPS		TP	NR	NR	NR	NR	NR	0
US CDL		TP	NR	NR	NR	NR	NR	0
US BROWNFIELDS		0.500	0	0	0	NR	NR	0
DOD		1.000	0	0	0	0	NR	0
FUDS		1.000	0	0	0	0	NR	0
LUCIS		0.500	0	0	0	NR	NR	0
CONSENT		1.000	0	0	0	0	NR	0
ROD		1.000	0	0	0	0	NR	0
UMTRA		0.500	0	0	0	NR	NR	0
DEBRIS REGION 9		0.500	0	0	0	NR	NR	0
ODI		0.500	0	0	0	NR	NR	0
MINES		0.250	0	0	NR	NR	NR	0
TRIS		TP	NR	NR	NR	NR	NR	0
TSCA		TP	NR	NR	NR	NR	NR	0
FTTS		TP	NR	NR	NR	NR	NR	0
HIST FTTS		TP	NR	NR	NR	NR	NR	0
SSTS		TP	NR	NR	NR	NR	NR	0
ICIS		TP	NR	NR	NR	NR	NR	0
PADS		TP	NR	NR	NR	NR	NR	0
MLTS		TP	NR	NR	NR	NR	NR	0
RADINFO		TP	NR	NR	NR	NR	NR	0
FINDS		TP	NR	NR	NR	NR	NR	0
RAATS		TP	NR	NR	NR	NR	NR	0
SCRD DRYCLEANERS		0.500	0	0	0	NR	NR	0
STATE AND LOCAL RECORDS								
SHWS		1.000	0	0	0	0	NR	0
CAT		1.000	0	0	0	0	NR	0
SWF/LF		0.500	0	0	0	NR	NR	0
NPDES		TP	NR	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Target Property	Search Distance (Miles)	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
UIC		TP	NR	NR	NR	NR	NR	0
IL NIPC		0.500	0	0	0	NR	NR	0
LUST		0.500	2	2	7	NR	NR	11
LUST TRUST		0.500	1	1	0	NR	NR	2
UST		0.250	2	2	NR	NR	NR	4
SPILLS		TP	NR	NR	NR	NR	NR	0
ENG CONTROLS		0.500	0	0	0	NR	NR	0
INST CONTROL		0.500	0	0	0	NR	NR	0
SRP		0.500	1	0	0	NR	NR	1
DRYCLEANERS		0.250	0	0	NR	NR	NR	0
IMPDMENT		0.500	0	0	0	NR	NR	0
BROWNFIELDS		0.500	3	0	0	NR	NR	3
CDL		TP	NR	NR	NR	NR	NR	0
AIRS		TP	NR	NR	NR	NR	NR	0
TRIBAL RECORDS								
INDIAN RESERV		1.000	0	0	0	0	NR	0
INDIAN ODI		0.500	0	0	0	NR	NR	0
INDIAN LUST		0.500	0	0	0	NR	NR	0
INDIAN UST		0.250	0	0	NR	NR	NR	0
INDIAN VCP		0.500	0	0	0	NR	NR	0
EDR PROPRIETARY RECORDS								
Manufactured Gas Plants		1.000	0	0	0	0	NR	0

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

1
SE
< 1/8
0.039 mi.
207 ft.

SPEEDWAY SUPERAMERICA (STATION #711
504 SOUTH BRIDGE STREET
YORKVILLE, IL 60560

LUST **S106984407**
LUST TRUST **N/A**

Relative:
Lower

Actual:
617 ft.

LUST:

Incident Num:	20050742
IL EPA Id:	0930255018
Product:	Other Petro
IEMA Date:	6/1/2005
Project Manager:	Putrich
Project Manager Phone:	(217) 524-4827
Email:	Steve.Putrich@illinois.gov
PRP Name:	Not reported
PRP Contact:	Not reported
PRP Address:	Not reported
PRP City,St,Zip:	Not reported
PRP Phone:	Not reported
Site Classification:	Not reported
Section 57.5(g) Letter:	P.A.
Non LUST Determination Letter:	Not reported
20 Report Received:	6/16/2005
45 Report Received:	7/18/2005
Section 57.5(g) Letter:	Not reported
NFA/NFR Letter:	**Not reported**
NFR Date Recorded:	Not reported

LUST TRUST:

Facility Name:	**SPEEDWAY #7113**
Queue Date:	**5/29/2007**
Incident Number:	**20050742-52945**
Amount To Be Paid:	**12262.98**
Running Total:	**11504406.73**
Pay Assignee:	**Not reported**

2
South
< 1/8
0.047 mi.
250 ft.

KENDALL COUNTY BOARD
109 W RIDGE ST
YORKVILLE, IL 60560

UST **U000859544**
N/A

Relative:
Higher

Actual:
642 ft.

UST:

Facility ID:	2025681
Facility Type:	**None**
Owner Name:	Kendall County Board
Owner Id:	U0008365
Owner Address:	109 W Ridge St
Owner City,St,Zip:	Yorkville, IL 60560
Tank Number:	1
Tank Capacity:	8000
Tank Substance:	Diesel Fuel
Last Used Date:	1/1/1987
OSFM First Notify Date:	5/17/1990
Tank Status:	**Removed**
Red Tag Issue Date:	Not reported
Install Date:	Not reported
Green Tag Decal:	**Not reported**

KENDALL COUNTY BOARD (Continued) **U000859544**

Green Tag Issue Date: **Not reported**
Green Tag Expire Date: **Not reported**
Self Service Permit Inspection Date: **Not reported**
Self Service Permit Expire Date: **Not reported**

A3 **KENDALL COUNTY FARM BUREAU** **BROWNFIELDS** **S108414193**
NE **111 EAST VAN EMMON STREET** **N/A**
< 1/8 **YORKVILLE, IL**
0.069 mi.
364 ft. **Site 1 of 5 in cluster A**

Relative:
Lower

Actual:
593 ft.

IL BROWNFIELD:
MBRG Site Id: 10502
Planned End Use: Not reported

Detail:
Population: 4,979
Date Grant: 12/20/2009
Grant Agreement: $ 95938
Local Contact Name: Tony Graff
Contact Addr: 800 Game Farm Road
Contact Tele: (630) 553-4350

A4 **GRAINCO FS** **BROWNFIELDS** **S108414184**
NE **113 EAST VAN EMMON STREET** **N/A**
< 1/8 **YORKVILLE, IL**
0.071 mi.
374 ft. **Site 2 of 5 in cluster A**

Relative:
Lower

Actual:
593 ft.

IL BROWNFIELD:
MBRG Site Id: 10501
Planned End Use: Not reported

Detail:
Population: 4,979
Date Grant: 12/20/2009
Grant Agreement: $ 95938
Local Contact Name: Tony Graff
Contact Addr: 800 Game Farm Road
Contact Tele: (630) 553-4350

A5 **KENDALL GRUNDY FS INC** **RCRA-NonGen** **1000184737**
NE **EAST VAN EMMON ST** **ILD071425599**
< 1/8 **YORKVILLE, IL 60560**
0.081 mi.
429 ft. **Site 3 of 5 in cluster A**

Relative:
Lower

Actual:
589 ft.

RCRA-NonGen:
Date form received by agency: 08/18/1980
Facility name: KENDALL GRUNDY FS INC
Facility address: EAST VAN EMMON ST
YORKVILLE, IL 60560
EPA ID: ILD071425599
Mailing address: 116 E WASHINGTON
MORRIS, IL 60450
Contact: LEON BONNEUR

KENDALL GRUNDY FS INC (Continued) **1000184737**

Contact address:	116 E WASHINGTON MORRIS, IL 60450
Contact country:	US
Contact telephone:	(815) 942-3210
Contact email:	Not reported
EPA Region:	05
Classification:	Non-Generator
Description:	Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:

Owner/operator name:	NAME NOT REPORTED
Owner/operator address:	ADDRESS NOT REPORTED CITY NOT REPORTED, AK 99998
Owner/operator country:	Not reported
Owner/operator telephone:	(312) 555-1212
Legal status:	Private
Owner/Operator Type:	Operator
Owner/Op start date:	Not reported
Owner/Op end date:	Not reported

Owner/operator name:	NAME NOT REPORTED
Owner/operator address:	ADDRESS NOT REPORTED CITY NOT REPORTED, AK 99998
Owner/operator country:	Not reported
Owner/operator telephone:	(312) 555-1212
Legal status:	Private
Owner/Operator Type:	Owner
Owner/Op start date:	Not reported
Owner/Op end date:	Not reported

Handler Activities Summary:

U.S. importer of hazardous waste:	Unknown
Mixed waste (haz. and radioactive):	Unknown
Recycler of hazardous waste:	No
Transporter of hazardous waste:	No
Treater, storer or disposer of HW:	No
Underground injection activity:	No
On-site burner exemption:	Unknown
Furnace exemption:	Unknown
Used oil fuel burner:	No
Used oil processor:	No
User oil refiner:	No
Used oil fuel marketer to burner:	No
Used oil Specification marketer:	No
Used oil transfer facility:	No
Used oil transporter:	No
Off-site waste receiver:	Commercial status unknown

Hazardous Waste Summary:

Waste code:	D000
Waste name:	Not Defined

Waste code:	D001
Waste name:	IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE

KENDALL GRUNDY FS INC (Continued) **1000184737**

FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE.

Waste code: D002
Waste name: A WASTE WHICH HAS A PH OF LESS THAN 2 OR GREATER THAN 12.5 IS CONSIDERED TO BE A CORROSIVE HAZARDOUS WASTE. SODIUM HYDROXIDE, A CAUSTIC SOLUTION WITH A HIGH PH, IS OFTEN USED BY INDUSTRIES TO CLEAN OR DEGREASE PARTS. HYDROCHLORIC ACID, A SOLUTION WITH A LOW PH, IS USED BY MANY INDUSTRIES TO CLEAN METAL PARTS PRIOR TO PAINTING. WHEN THESE CAUSTIC OR ACID SOLUTIONS BECOME CONTAMINATED AND MUST BE DISPOSED, THE WASTE WOULD BE A CORROSIVE HAZARDOUS WASTE.

Waste code: D003
Waste name: A MATERIAL IS CONSIDERED TO BE A REACTIVE HAZARDOUS WASTE IF IT IS NORMALLY UNSTABLE, REACTS VIOLENTLY WITH WATER, GENERATES TOXIC GASES WHEN EXPOSED TO WATER OR CORROSIVE MATERIALS, OR IF IT IS CAPABLE OF DETONATION OR EXPLOSION WHEN EXPOSED TO HEAT OR A FLAME. ONE EXAMPLE OF SUCH WASTE WOULD BY WASTE GUNPOWDER.

Waste code: D013
Waste name: LINDANE

Waste code: D015
Waste name: TOXAPHENE

Waste code: P001
Waste name: 2H-1-BENZOPYRAN-2-ONE, 4-HYDROXY-3-(3-OXO-1-PHENYLBUTYL)-, & SALTS, WHEN PRESENT AT CONCENTRATIONS GREATER THAN 0.3%

Waste code: P020
Waste name: DINOSEB

Waste code: P022
Waste name: CARBON DISULFIDE

Waste code: P034
Waste name: 2-CYCLOHEXYL-4,6-DINITROPHENOL

Waste code: P035
Waste name: Not Defined

Waste code: P044
Waste name: DIMETHOATE

Waste code: P066
Waste name: ETHANIMIDOTHIOIC ACID, N-[[(METHYLAMINO)CARBONYL]OXY]-, METHYL ESTER

Waste code: P088
Waste name: ENDOTHALL

Waste code: P090
Waste name: Not Defined

Waste code: P094
Waste name: PHORATE

KENDALL GRUNDY FS INC (Continued) **1000184737**

Waste code: P122
Waste name: ZINC PHOSPHIDE ZN3P2, WHEN PRESENT AT CONCENTRATIONS GREATER THAN 10% (R,T)

Waste code: U011
Waste name: AMITROLE

Waste code: U139
Waste name: Not Defined

Waste code: U211
Waste name: CARBON TETRACHLORIDE

Waste code: U233
Waste name: Not Defined

Violation Status: No violations found

A6 **GRAINCO** **SRP S107543236**
ENE **123 EAST VAN EMMON STREET** **N/A**
< 1/8 **YORKVILLE, IL 60560**
0.081 mi.
430 ft. **Site 4 of 5 in cluster A**

Relative:
Lower

Actual:
592 ft.

SRP:

IL EPA Id:	0930255064
US EPA Id:	Not reported
Longitude:	-88.445869999999999
Latitude:	41.641770000000001
Contact Name:	Arthur Prochaska
Contact Address:	800 Game Farm Road
Contact Address2:	Not reported
Contact City,St,Zip:	Yorkville, IL 60560-
Contact Phone:	(630) 553-4350
Date Enrolled:	11/29/2005
Point Of Contact:	Gordon M. Stevens
Consultant Company:	Civil & Environmental Consultants, Inc.
Consultant Address:	3041 Woodcreek Drive
Consultant Address2:	Suite 210
Consultant City,St,Zip:	Downers Grove, IL 60515-
Consultant Phone:	(630) 963-6026
Proj Mgr Assigned:	Rossi
Sec. 4 Letter Date:	Not reported
NFR Recorded:	Not reported
Active:	True
Total Acres:	2
No Further Remediation Letter Dt:	Not reported
Remediation Applicant Co:	United City of Yorkville
Remediation Applicant Title:	Mayor
Remediation Applicant Name:	Not reported
Remediation Applicant Company:	Not reported
Remediation Applicant Address:	Not reported
Remediation Applicant Address 2:	Not reported
Remediation Applicant City,St,Zip:	Not reported
Illinois EPA:	Not reported
Site Name:	Not reported
NFR Letter:	Not reported
NFR Letter Date Recorded:	Not reported
Site Type:	Not reported

GRAINCO (Continued) **S107543236**

Comprehensive/Focused:	Not reported
Institutional Controls:	Not reported
Barrier:	Not reported
Worker Caution:	Not reported
Acres:	Not reported

A7 **AL BIRDWELL BUILDING** **BROWNFIELDS** **S108187352**
ENE **127 EAST VAN EMMON STREET** **N/A**
< 1/8 **YORKVILLE, IL**
0.086 mi.
453 ft. **Site 5 of 5 in cluster A**

Relative:
Lower

Actual:
592 ft.

IL BROWNFIELD:

MBRG Site Id:	10503
Planned End Use:	Not reported

Detail:

Population:	4,979
Date Grant:	12/20/2009
Grant Agreement:	$ 95938
Local Contact Name:	Tony Graff
Contact Addr:	800 Game Farm Road
Contact Tele:	(630) 553-4350

B8 **GREITER MECHANICAL SERVICES** **UST** **U003988011**
NNE **123 E. HYDRAULIC AVENUE** **N/A**
< 1/8 **YORKVILLE, IL 60560**
0.124 mi.
654 ft. **Site 1 of 3 in cluster B**

Relative:
Lower

Actual:
582 ft.

UST:

Facility ID:	2042598
Facility Type:	**None**
Owner Name:	Greiter Mechanical Services
Owner Id:	U0032448
Owner Address:	Not reported
Owner City,St,Zip:	Not reported
Tank Number:	1
Tank Capacity:	500
Tank Substance:	Gasoline
Last Used Date:	1/1/1960
OSFM First Notify Date:	Not reported
Tank Status:	**Exempt from registration**
Red Tag Issue Date:	Not reported
Install Date:	Not reported
Green Tag Decal:	**Not reported**
Green Tag Issue Date:	**Not reported**
Green Tag Expire Date:	**Not reported**
Self Service Permit Inspection Date:	**Not reported**
Self Service Permit Expire Date:	**Not reported**
Tank Number:	2
Tank Capacity:	1000
Tank Substance:	Gasoline

GREITER MECHANICAL SERVICES (Continued) **U003988011**

Last Used Date:	1/1/1960
OSFM First Notify Date:	Not reported
Tank Status:	**Exempt from registration**
Red Tag Issue Date:	Not reported
Install Date:	Not reported
Green Tag Decal:	**Not reported**
Green Tag Issue Date:	**Not reported**
Green Tag Expire Date:	**Not reported**
Self Service Permit Inspection Date:	**Not reported**
Self Service Permit Expire Date:	**Not reported**

B9
NNE
< 1/8
0.124 mi.
654 ft.

GREITER MECHANICAL SERVICES LUST S106781251
123 EAST HYDRAULIC AVENUE N/A
YORKVILLE, IL 60560

Site 2 of 3 in cluster B

Relative:
Lower

Actual:
582 ft.

LUST:

Incident Num:	20050037
IL EPA Id:	0930255061
Product:	Gasoline
IEMA Date:	1/10/2005
Project Manager:	Urish
Project Manager Phone:	(217) 524-5596
Email:	Matt.Urish@illinois.gov
PRP Name:	Not reported
PRP Contact:	Not reported
PRP Address:	Not reported
PRP City,St,Zip:	Not reported
PRP Phone:	Not reported
Site Classification:	Not reported
Section 57.5(g) Letter:	P.A.
Non LUST Determination Letter:	Not reported
20 Report Received:	2/15/2005
45 Report Received:	3/17/2005
Section 57.5(g) Letter:	Not reported
NFA/NFR Letter:	**5/16/2005**
NFR Date Recorded:	8/1/2005

10
NNW
1/8-1/4
0.128 mi.
675 ft.

IL BELL TELEPHONE CO UST U001136990
SE OF HYDR & MAIN N/A
YORKVILLE, IL 60560

Relative:
Lower

Actual:
581 ft.

UST:

Facility ID:	2007975
Facility Type:	**None**
Owner Name:	Ameritech DBA AT&T
Owner Id:	U0007227
Owner Address:	308 South Akard, Room 1701
Owner City,St,Zip:	Dallas, TX 75202
Tank Number:	1
Tank Capacity:	2000
Tank Substance:	Diesel Fuel

IL BELL TELEPHONE CO (Continued) **U001136990**

Last Used Date:	8/1/1991
OSFM First Notify Date:	4/2/1986
Tank Status:	**Abandoned in place**
Red Tag Issue Date:	Not reported
Install Date:	Not reported
Green Tag Decal:	**Not reported**
Green Tag Issue Date:	**Not reported**
Green Tag Expire Date:	**Not reported**
Self Service Permit Inspection Date:	**Not reported**
Self Service Permit Expire Date:	**Not reported**

B11 **YORKVILLE EQUIPMENT CO INC** **RCRA-SQG 1000273019**
NNE **6221 RTE 47** **FINDS ILD106597073**
1/8-1/4 **YORKVILLE, IL 60560**
0.131 mi.
690 ft. **Site 3 of 3 in cluster B**

Relative:
Lower

Actual:
581 ft.

RCRA-SQG:

Date form received by agency:	01/04/1989
Facility name:	YORKVILLE EQUIPMENT CO INC
Facility address:	6221 RTE 47 YORKVILLE, IL 60560
EPA ID:	ILD106597073
Contact:	KEN JOHNSON
Contact address:	6221 RTE 47 YORKVILLE, IL 60560
Contact country:	US
Contact telephone:	(312) 553-7441
Contact email:	Not reported
EPA Region:	05
Classification:	Small Small Quantity Generator
Description:	Handler: generates more than 100 and less than 1000 kg of hazardous waste during any calendar month and accumulates less than 6000 kg of hazardous waste at any time; or generates 100 kg or less of hazardous waste during any calendar month, and accumulates more than 1000 kg of hazardous waste at any time

Owner/Operator Summary:

Owner/operator name:	NAME NOT REPORTED
Owner/operator address:	ADDRESS NOT REPORTED CITY NOT REPORTED, AK 99998
Owner/operator country:	Not reported
Owner/operator telephone:	(312) 555-1212
Legal status:	Private
Owner/Operator Type:	Operator
Owner/Op start date:	Not reported
Owner/Op end date:	Not reported

Owner/operator name:	YORKVILLE EQUIPMENT CO INC
Owner/operator address:	ADDRESS NOT REPORTED CITY NOT REPORTED, AK 99998
Owner/operator country:	Not reported
Owner/operator telephone:	(312) 555-1212
Legal status:	Private
Owner/Operator Type:	Owner
Owner/Op start date:	Not reported
Owner/Op end date:	Not reported

YORKVILLE EQUIPMENT CO INC (Continued) **1000273019**

Handler Activities Summary:

U.S. importer of hazardous waste:	Unknown
Mixed waste (haz. and radioactive):	Unknown
Recycler of hazardous waste:	No
Transporter of hazardous waste:	No
Treater, storer or disposer of HW:	No
Underground injection activity:	No
On-site burner exemption:	Unknown
Furnace exemption:	Unknown
Used oil fuel burner:	No
Used oil processor:	No
User oil refiner:	No
Used oil fuel marketer to burner:	No
Used oil Specification marketer:	No
Used oil transfer facility:	No
Used oil transporter:	No
Off-site waste receiver:	Commercial status unknown

Hazardous Waste Summary:

Waste code:	D001
Waste name:	IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE.
Violation Status:	No violations found

FINDS:

Other Pertinent Environmental Activity Identified at Site

ACES (Illinois - Agency Compliance And Enforcement System) is the Illinois EPA Project to facilitate the permitting operations

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

12
NNE
1/8-1/4
0.145 mi.
765 ft.

HD BACK HOE
109 BRIDGE ST.
YORKVILLE, IL 60560

LUST **S103294412**
N/A

Relative:
Lower

Actual:
581 ft.

LUST:

Incident Num:	900999
IL EPA Id:	0930255022
Product:	Fuel Oil
IEMA Date:	4/17/1990
Project Manager:	Chappel
Project Manager Phone:	(217) 785-3913

HD BACK HOE (Continued) **S103294412**

Email:	Harry.A.Chappel@illinois.gov
PRP Name:	HD Back Hoe
PRP Contact:	Robert Davidson
PRP Address:	109 East Hydrolic St., P.O. Box 158
PRP City,St,Zip:	Yorkville, IL 60560
PRP Phone:	Not reported
Site Classification:	Not reported
Section 57.5(g) Letter:	731
Non LUST Determination Letter:	Not reported
20 Report Received:	Not reported
45 Report Received:	Not reported
Section 57.5(g) Letter:	Not reported
NFA/NFR Letter:	**1/22/2008**
NFR Date Recorded:	Not reported

C13 **YORKVILLE MARATHON** **LUST S108048310**
South **802 SOUTH BRIDGE STREET** **LUST TRUST N/A**
1/8-1/4 **YORKVILLE, IL 60560**
0.187 mi.
988 ft. **Site 1 of 3 in cluster C**

Relative:
Higher

Actual:
644 ft.

LUST:

Incident Num:	20060740
IL EPA Id:	0930255026
Product:	Gasoline, Deisel
IEMA Date:	6/15/2006
Project Manager:	Jones
Project Manager Phone:	(217) 524-1253
Email:	Steve.Jones@illinois.gov
PRP Name:	Not reported
PRP Contact:	Not reported
PRP Address:	Not reported
PRP City,St,Zip:	Not reported
PRP Phone:	Not reported
Site Classification:	Not reported
Section 57.5(g) Letter:	734
Non LUST Determination Letter:	Not reported
20 Report Received:	7/6/2006
45 Report Received:	8/9/2006
Section 57.5(g) Letter:	Not reported
NFA/NFR Letter:	**Not reported**
NFR Date Recorded:	Not reported

LUST TRUST:

Facility Name:	**Yorkville Marathon**
Queue Date:	**4/27/2007**
Incident Number:	**20060740-51707**
Amount To Be Paid:	**23482.07**
Running Total:	**6382666.16**
Pay Assignee:	**Not reported**
Facility Name:	**Yorkville Marathon**
Queue Date:	**4/1/2008**
Incident Number:	**20060740-54100**
Amount To Be Paid:	**17564.96**
Running Total:	**48457797.87**
Pay Assignee:	**Not reported**

C14
South
1/8-1/4
0.187 mi.
988 ft.

YORKVILLE MARATHON
802 S. BRIDGE STREET
YORKVILLE, IL 60560

Site 2 of 3 in cluster C

UST **U001137001**
N/A

Relative:
Higher

Actual:
644 ft.

UST:

Facility ID:	2008976
Facility Type:	**Self-Service Station**
Owner Name:	Estate of Patrick Beardsley
Owner Id:	U0034397
Owner Address:	8736 W. State Road c/o Jennifer Dart, Administrator of the Estate
Owner City,St,Zip:	Monrovia, IN 46157
Tank Number:	10
Tank Capacity:	2000
Tank Substance:	Gasoline
Last Used Date:	4/30/1991
OSFM First Notify Date:	4/30/1986
Tank Status:	**Removed**
Red Tag Issue Date:	Not reported
Install Date:	1/1/1950
Green Tag Decal:	**D001202**
Green Tag Issue Date:	**2/22/2002**
Green Tag Expire Date:	**12/31/2005**
Self Service Permit Inspection Date:	**Not reported**
Self Service Permit Expire Date:	**Not reported**
Tank Number:	11
Tank Capacity:	3000
Tank Substance:	Diesel Fuel
Last Used Date:	4/30/1991
OSFM First Notify Date:	4/30/1986
Tank Status:	**Removed**
Red Tag Issue Date:	Not reported
Install Date:	1/1/1950
Green Tag Decal:	**D001202**
Green Tag Issue Date:	**2/22/2002**
Green Tag Expire Date:	**12/31/2005**
Self Service Permit Inspection Date:	**Not reported**
Self Service Permit Expire Date:	**Not reported**
Tank Number:	12
Tank Capacity:	2000
Tank Substance:	Gasoline
Last Used Date:	4/30/1991
OSFM First Notify Date:	4/30/1986
Tank Status:	**Removed**
Red Tag Issue Date:	Not reported
Install Date:	1/1/1950
Green Tag Decal:	**D001202**
Green Tag Issue Date:	**2/22/2002**
Green Tag Expire Date:	**12/31/2005**
Self Service Permit Inspection Date:	**Not reported**
Self Service Permit Expire Date:	**Not reported**

YORKVILLE MARATHON (Continued) **U001137001**

Tank Number:	13
Tank Capacity:	3000
Tank Substance:	Gasoline
Last Used Date:	4/30/1991
OSFM First Notify Date:	4/30/1986
Tank Status:	**Removed**
Red Tag Issue Date:	Not reported
Install Date:	1/1/1950
Green Tag Decal:	**D001202**
Green Tag Issue Date:	**2/22/2002**
Green Tag Expire Date:	**12/31/2005**
Self Service Permit Inspection Date:	**Not reported**
Self Service Permit Expire Date:	**Not reported**

Tank Number:	14
Tank Capacity:	550
Tank Substance:	Used Oil
Last Used Date:	4/30/1991
OSFM First Notify Date:	4/30/1986
Tank Status:	**Removed**
Red Tag Issue Date:	Not reported
Install Date:	1/1/1950
Green Tag Decal:	**D001202**
Green Tag Issue Date:	**2/22/2002**
Green Tag Expire Date:	**12/31/2005**
Self Service Permit Inspection Date:	**Not reported**
Self Service Permit Expire Date:	**Not reported**

Tank Number:	6
Tank Capacity:	4000
Tank Substance:	Gasoline
Last Used Date:	6/1/2004
OSFM First Notify Date:	9/30/1998
Tank Status:	**Removed**
Red Tag Issue Date:	Not reported
Install Date:	6/23/1991
Green Tag Decal:	**D001202**
Green Tag Issue Date:	**2/22/2002**
Green Tag Expire Date:	**12/31/2005**
Self Service Permit Inspection Date:	**Not reported**
Self Service Permit Expire Date:	**Not reported**

Tank Number:	7
Tank Capacity:	4000
Tank Substance:	Gasoline
Last Used Date:	6/1/2004
OSFM First Notify Date:	9/30/1998
Tank Status:	**Removed**
Red Tag Issue Date:	Not reported
Install Date:	6/23/1991
Green Tag Decal:	**D001202**
Green Tag Issue Date:	**2/22/2002**
Green Tag Expire Date:	**12/31/2005**
Self Service Permit Inspection Date:	**Not reported**

YORKVILLE MARATHON (Continued) **U001137001**

Self Service Permit Expire Date: **Not reported**

Tank Number:	8
Tank Capacity:	2000
Tank Substance:	Diesel Fuel
Last Used Date:	6/1/2004
OSFM First Notify Date:	9/30/1998
Tank Status:	**Removed**
Red Tag Issue Date:	Not reported
Install Date:	6/23/1991
Green Tag Decal:	**D001202**
Green Tag Issue Date:	**2/22/2002**
Green Tag Expire Date:	**12/31/2005**
Self Service Permit Inspection Date:	**Not reported**
Self Service Permit Expire Date:	**Not reported**

Tank Number:	9
Tank Capacity:	2000
Tank Substance:	Gasoline
Last Used Date:	6/1/2004
OSFM First Notify Date:	9/30/1998
Tank Status:	**Removed**
Red Tag Issue Date:	Not reported
Install Date:	6/23/1991
Green Tag Decal:	**D001202**
Green Tag Issue Date:	**2/22/2002**
Green Tag Expire Date:	**12/31/2005**
Self Service Permit Inspection Date:	**Not reported**
Self Service Permit Expire Date:	**Not reported**

C15 **YORKVILLE AUTO BODY INC** **FINDS** **1004693055**
South **808 BRIDGE ST** **RCRA-CESQG** **ILD982419095**
1/8-1/4 **YORKVILLE, IL 60560**
0.189 mi.
1000 ft. **Site 3 of 3 in cluster C**

Relative:
Higher

Actual:
644 ft.

FINDS:
Other Pertinent Environmental Activity Identified at Site

ACES (Illinois - Agency Compliance And Enforcement System) is the Illinois EPA Project to facilitate the permitting operations

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

RCRA-CESQG:

Date form received by agency:	03/02/2006
Facility name:	YORKVILLE AUTO BODY INC
Facility address:	808 S BRIDGE ST YORKVILLE, IL 60560

YORKVILLE AUTO BODY INC (Continued) **1004693055**

EPA ID:	ILD982419095
Contact:	SONJA BAILLIE-DAVID
Contact address:	808 S BRIDGE ST YORKVILLE, IL 60560
Contact country:	US
Contact telephone:	(630) 553-7795
Contact email:	Not reported
EPA Region:	05
Classification:	Conditionally Exempt Small Quantity Generator
Description:	Handler: generates 100 kg or less of hazardous waste per calendar month, and accumulates 1000 kg or less of hazardous waste at any time; or generates 1 kg or less of acutely hazardous waste per calendar month, and accumulates at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste; or generates 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulates at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste

Owner/Operator Summary:

Owner/operator name:	YORKVILLE AUTO BODY INC
Owner/operator address:	808 S BRIDGE ST YORKVILLE, IL 60560
Owner/operator country:	US
Owner/operator telephone:	Not reported
Legal status:	Private
Owner/Operator Type:	Operator
Owner/Op start date:	03/01/2006
Owner/Op end date:	Not reported

Owner/operator name:	YORKVILLE AUTO BODY INC
Owner/operator address:	808 S BRIDGE ST YORKVILLE, IL 60560
Owner/operator country:	US
Owner/operator telephone:	Not reported
Legal status:	Private
Owner/Operator Type:	Owner
Owner/Op start date:	03/01/2006
Owner/Op end date:	Not reported

Handler Activities Summary:

U.S. importer of hazardous waste:	Unknown
Mixed waste (haz. and radioactive):	Unknown
Recycler of hazardous waste:	No
Transporter of hazardous waste:	No
Treater, storer or disposer of HW:	No
Underground injection activity:	No
On-site burner exemption:	Unknown
Furnace exemption:	Unknown
Used oil fuel burner:	No
Used oil processor:	No

YORKVILLE AUTO BODY INC (Continued) **1004693055**

User oil refiner: No
Used oil fuel marketer to burner: No
Used oil Specification marketer: No
Used oil transfer facility: No
Used oil transporter: No
Off-site waste receiver: Commercial status unknown

Historical Generators:
Date form received by agency: 11/05/1987
Facility name: YORKVILLE AUTO BODY INC
Site name: YORKVILLE BODY SHOP
Classification: Conditionally Exempt Small Quantity Generator

Hazardous Waste Summary:
Waste code: D001
Waste name: IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE.

Waste code: F003
Waste name: THE FOLLOWING SPENT NON-HALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NON-HALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NON-HALOGENATED SOLVENTS, AND, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005, AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste code: F005
Waste name: THE FOLLOWING SPENT NON-HALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE, 2-ETHOXYETHANOL, AND 2-NITROPROPANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NON-HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Violation Status: No violations found

16
South
1/8-1/4
0.243 mi.
1282 ft.

YORKVILLE AUTO PARTS INC
906 S BRIDGE
YORKVILLE, IL 60560

RCRA-SQG **1000453188**
FINDS **ILD984789123**

Relative:
Higher

Actual:
651 ft.

RCRA-SQG:
Date form received by agency: 07/06/1990
Facility name: YORKVILLE AUTO PARTS INC
Facility address: 906 S BRIDGE
YORKVILLE, IL 60560
EPA ID: ILD984789123

YORKVILLE AUTO PARTS INC (Continued) **1000453188**

Contact:	CHAS HANDELL
Contact address:	906 S BRIDGE YORKVILLE, IL 60560
Contact country:	US
Contact telephone:	(708) 553-0244
Contact email:	Not reported
EPA Region:	05
Classification:	Small Small Quantity Generator
Description:	Handler: generates more than 100 and less than 1000 kg of hazardous waste during any calendar month and accumulates less than 6000 kg of hazardous waste at any time; or generates 100 kg or less of hazardous waste during any calendar month, and accumulates more than 1000 kg of hazardous waste at any time

Owner/Operator Summary:

Owner/operator name:	HANDELL CHAS W
Owner/operator address:	Not reported Not reported
Owner/operator country:	Not reported
Owner/operator telephone:	Not reported
Legal status:	Private
Owner/Operator Type:	Owner
Owner/Op start date:	Not reported
Owner/Op end date:	Not reported

Handler Activities Summary:

U.S. importer of hazardous waste:	Unknown
Mixed waste (haz. and radioactive):	Unknown
Recycler of hazardous waste:	No
Transporter of hazardous waste:	No
Treater, storer or disposer of HW:	No
Underground injection activity:	No
On-site burner exemption:	Unknown
Furnace exemption:	Unknown
Used oil fuel burner:	No
Used oil processor:	No
User oil refiner:	No
Used oil fuel marketer to burner:	No
Used oil Specification marketer:	No
Used oil transfer facility:	No
Used oil transporter:	No
Off-site waste receiver:	Commercial status unknown

Hazardous Waste Summary:

Waste code:	D001
Waste name:	IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE.
Violation Status:	No violations found

FINDS:

YORKVILLE AUTO PARTS INC (Continued) **1000453188**

Other Pertinent Environmental Activity Identified at Site

ACES (Illinois - Agency Compliance And Enforcement System) is the Illinois EPA Project to facilitate the permitting operations

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

D17 **COZY TABLE RESTAURANT** **LUST** **S104967905**
South **1010 SOUTH BRIDGE ST.** **N/A**
1/4-1/2 **YORKVILLE, IL 60560**
0.319 mi.
1686 ft. **Site 1 of 3 in cluster D**

Relative:
Higher

Actual:
662 ft.

LUST:

Incident Num:	20010326
IL EPA Id:	0930255047
Product:	Gasoline, Deisel
IEMA Date:	2/23/2001
Project Manager:	Putrich
Project Manager Phone:	(217) 524-4827
Email:	Steve.Putrich@illinois.gov
PRP Name:	Cozy Table Restaurant
PRP Contact:	Steven Triantavillou
PRP Address:	P.O. Box 781
PRP City,St,Zip:	Geneva, IL 60134
PRP Phone:	6307613570
Site Classification:	Not reported
Section 57.5(g) Letter:	732
Non LUST Determination Letter:	Not reported
20 Report Received:	3/23/2001
45 Report Received:	7/31/2001
Section 57.5(g) Letter:	Not reported
NFA/NFR Letter:	**9/9/2004**
NFR Date Recorded:	Not reported

D18 **EQUILON ENTERPRISES** **LUST** **S105226803**
South **1010 SOUTH BRIDGE ST.** **N/A**
1/4-1/2 **YORKVILLE, IL 60560**
0.319 mi.
1686 ft. **Site 2 of 3 in cluster D**

Relative:
Higher

Actual:
662 ft.

LUST:

Incident Num:	20020018
IL EPA Id:	0930255014
Product:	Gasoline
IEMA Date:	1/3/2002
Project Manager:	Putrich
Project Manager Phone:	(217) 524-4827
Email:	Steve.Putrich@illinois.gov
PRP Name:	Equilon Enterprises

EQUILON ENTERPRISES (Continued) **S105226803**

PRP Contact:	John Robbins
PRP Address:	603 Diehl Rd., Suite 103
PRP City,St,Zip:	Naperville, IL 60563
PRP Phone:	6302764206
Site Classification:	Not reported
Section 57.5(g) Letter:	732
Non LUST Determination Letter:	5/23/2002
20 Report Received:	Not reported
45 Report Received:	Not reported
Section 57.5(g) Letter:	Not reported
NFA/NFR Letter:	**Not reported**
NFR Date Recorded:	Not reported

D19
South
1/4-1/2
0.328 mi.
1730 ft.

MARATHON OIL CO.
RT. 47 / ORANGE ST.
YORKVILLE, IL 60560

Site 3 of 3 in cluster D

LUST **S104003630**
N/A

Relative:
Higher

Actual:
663 ft.

LUST:

Incident Num:	911569
IL EPA Id:	0930255024
Product:	Gasoline, Fuel Oil
IEMA Date:	6/10/1991
Project Manager:	Irwin
Project Manager Phone:	Not reported
Email:	Not reported
PRP Name:	Marathon Oil Co.
PRP Contact:	Richard Zeiter
PRP Address:	Box 19, 201 West Van Emmon
PRP City,St,Zip:	Yorkville, IL 60560
PRP Phone:	Not reported
Site Classification:	Not reported
Section 57.5(g) Letter:	731
Non LUST Determination Letter:	Not reported
20 Report Received:	2/29/1992
45 Report Received:	2/29/1992
Section 57.5(g) Letter:	Not reported
NFA/NFR Letter:	**10/31/1991**
NFR Date Recorded:	Not reported

20
SSE
1/4-1/2
0.343 mi.
1808 ft.

SILICA SAND TRANSPORT INC
ROUTES 47 AND 71
YORKVILLE, IL 60560

FINDS **1000246605**
LUST **ILD047575634**
RCRA-NonGen

Relative:
Higher

Actual:
652 ft.

FINDS:
Other Pertinent Environmental Activity Identified at Site

ACES (Illinois - Agency Compliance And Enforcement System) is the Illinois EPA Project to facilitate the permitting operations

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport,

SILICA SAND TRANSPORT INC (Continued) **1000246605**

and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

LUST:

Incident Num:	892370
IL EPA Id:	0930255016
Product:	Gasoline
IEMA Date:	11/17/1989
Project Manager:	Putrich
Project Manager Phone:	(217) 524-4827
Email:	Steve.Putrich@illinois.gov
PRP Name:	Silica Sand Transport Inc.
PRP Contact:	Dave Adamson
PRP Address:	P.O. Box 208
PRP City,St,Zip:	Yorkville, IL 60560
PRP Phone:	Not reported
Site Classification:	Not reported
Section 57.5(g) Letter:	731
Non LUST Determination Letter:	Not reported
20 Report Received:	2/29/1992
45 Report Received:	2/29/1992
Section 57.5(g) Letter:	Not reported
NFA/NFR Letter:	**7/30/1990**
NFR Date Recorded:	Not reported

RCRA-NonGen:

Date form received by agency:	11/01/2007
Facility name:	SILICA SAND TRANSPORT CO
Facility address:	RTE 47 AND 71 YORKVILLE, IL 60560
EPA ID:	ILD047575634
Contact:	ENV COORDINATOR
Contact address:	Not reported Not reported
Contact country:	Not reported
Contact telephone:	(630) 553-0258
Contact email:	Not reported
EPA Region:	05
Classification:	Non-Generator
Description:	Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:

Owner/operator name:	NAME NOT REPORTED
Owner/operator address:	ADDRESS NOT REPORTED CITY NOT REPORTED, AK 99998
Owner/operator country:	Not reported
Owner/operator telephone:	(312) 555-1212
Legal status:	Private
Owner/Operator Type:	Operator
Owner/Op start date:	Not reported
Owner/Op end date:	Not reported
Owner/operator name:	SILICA SAND TRANS INC
Owner/operator address:	ADDRESS NOT REPORTED

SILICA SAND TRANSPORT INC (Continued) **1000246605**

CITY NOT REPORTED, AK 99998
Owner/operator country: Not reported
Owner/operator telephone: (312) 555-1212
Legal status: Private
Owner/Operator Type: Owner
Owner/Op start date: Not reported
Owner/Op end date: Not reported

Handler Activities Summary:
U.S. importer of hazardous waste: No
Mixed waste (haz. and radioactive): No
Recycler of hazardous waste: No
Transporter of hazardous waste: No
Treater, storer or disposer of HW: No
Underground injection activity: No
On-site burner exemption: No
Furnace exemption: No
Used oil fuel burner: No
Used oil processor: No
User oil refiner: No
Used oil fuel marketer to burner: No
Used oil Specification marketer: No
Used oil transfer facility: No
Used oil transporter: No
Off-site waste receiver: Commercial status unknown

Historical Generators:
Date form received by agency: 10/19/1989
Facility name: SILICA SAND TRANSPORT CO
Classification: Large Quantity Generator

Hazardous Waste Summary:
Waste code: D001
Waste name: IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE.

Violation Status: No violations found

---

21 South 1/4-1/2 0.405 mi. 2137 ft.

Relative: Higher

Actual: 660 ft.

RON WESTPHAL CHEVROLET **LUST S104003632**
RT. 47 / RT. 126 **N/A**
YORKVILLE, IL 60560

LUST:
Incident Num: 991513
IL EPA Id: 0930255044
Product: Gasoline, Deisel, Uset Oil
IEMA Date: 6/22/1999
Project Manager: Gaydosh
Project Manager Phone: (217) 785-0231
Email: Jay.Gaydosh@illinois.gov

RON WESTPHAL CHEVROLET (Continued) **S104003632**

PRP Name:	Ron Westphal Chevrolet
PRP Contact:	Dan Schwedke
PRP Address:	1425 West Ogden Ave.
PRP City,St,Zip:	Aurora, IL 60504
PRP Phone:	6308989630
Site Classification:	High
Section 57.5(g) Letter:	732
Non LUST Determination Letter:	Not reported
20 Report Received:	8/9/1999
45 Report Received:	8/9/1999
Section 57.5(g) Letter:	Not reported
NFA/NFR Letter:	**7/1/2005**
NFR Date Recorded:	Not reported

22
NNE
1/4-1/2
0.405 mi.
2139 ft.

AMOCO OIL #18821
207 EAST MAIN
YORKVILLE, IL 60560

LUST **S104526636**
N/A

Relative:
Lower

Actual:
622 ft.

LUST:

Incident Num:	902826
IL EPA Id:	0930255017
Product:	Gasoline
IEMA Date:	9/27/1990
Project Manager:	Friedel
Project Manager Phone:	(217) 785-5736
Email:	Melinda.Friedel@illinois.gov
PRP Name:	Amoco Oil Co.
PRP Contact:	Lyle Bruce
PRP Address:	28100 Torch Pkwy., 6-S
PRP City,St,Zip:	Warrenville, IL 60555
PRP Phone:	Not reported
Site Classification:	Not reported
Section 57.5(g) Letter:	731
Non LUST Determination Letter:	Not reported
20 Report Received:	Not reported
45 Report Received:	Not reported
Section 57.5(g) Letter:	Not reported
NFA/NFR Letter:	**9/24/1999**
NFR Date Recorded:	11/2/1999

23
South
1/4-1/2
0.429 mi.
2265 ft.

SHELL OIL CO.
RT. 126 / 47
YORKVILLE, IL 60560

LUST **S104003633**
N/A

Relative:
Higher

Actual:
660 ft.

LUST:

Incident Num:	890842
IL EPA Id:	0930255014
Product:	Gasoline
IEMA Date:	5/24/1989
Project Manager:	Putrich
Project Manager Phone:	(217) 524-4827
Email:	Steve.Putrich@illinois.gov

SHELL OIL CO. (Continued) **S104003633**

PRP Name:	Equilon Enterprises LLC
PRP Contact:	John Robbins
PRP Address:	603 Diehl Rd., Suite 103
PRP City,St,Zip:	Naperville, IL 60563
PRP Phone:	6302764206
Site Classification:	Not reported
Section 57.5(g) Letter:	731
Non LUST Determination Letter:	Not reported
20 Report Received:	Not reported
45 Report Received:	8/15/2001
Section 57.5(g) Letter:	Not reported
NFA/NFR Letter:	**12/24/2003**
NFR Date Recorded:	1/20/2004

Incident Num:	881317
IL EPA Id:	0930255014
Product:	Gasoline
IEMA Date:	Not reported
Project Manager:	Putrich
Project Manager Phone:	(217) 524-4827
Email:	Steve.Putrich@illinois.gov
PRP Name:	Equilon Enterprises LLC
PRP Contact:	John Robbins
PRP Address:	603 Diehl Rd., Suite 103
PRP City,St,Zip:	Naperville, IL 60563
PRP Phone:	6302764206
Site Classification:	Not reported
Section 57.5(g) Letter:	731
Non LUST Determination Letter:	Not reported
20 Report Received:	Not reported
45 Report Received:	8/15/2001
Section 57.5(g) Letter:	Not reported
NFA/NFR Letter:	**12/24/2003**
NFR Date Recorded:	1/20/2004

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
YORKVILLE	1004693743	NORMS AUTO REPAIR	RTE 47	60560	FINDS, RCRA-CESQG
YORKVILLE	U004110501	GRAINCO FS, INC.	8115 ROUTE 47	60560	UST
YORKVILLE	U003805716	FORMER SHELL SERVICE STATION	1010 BRIDGE ST	60560	UST
YORKVILLE	S109147855	SHELL OIL PRODUCTS US	2001 SOUTH BRIDGE STREET	60560	LUST
YORKVILLE	1003869956	NELSONS LANDFILL	GALENA & BEECHER ROAD	60560	CERC-NFRAP
YORKVILLE	S108112309	MCKINNON, ROBERT R	ILL RT 47 SO	60560	SWF/LF
YORKVILLE	S105521114	REMLINE CORPORATION	3601 ILLINOIS ROUTE 47	60560	SRP
YORKVILLE	1008144735	PROPERTY CONCEPTS/A KLERONOMOS	KENDALL COUNTY	60560	FINDS
YORKVILLE	1010344388	KLEINWACHTER PROPERTY	S LEGION RD/W SIDE OF IL RT 47	60560	FINDS
YORKVILLE	U004014297	ILLINOIS TRUCK MAINTENANCE	7070 S ROUTE 47	60560	UST
YORKVILLE	1004692539	KENDALL PRINTING	9675 B RTE 34	60560	FINDS, RCRA-CESQG
YORKVILLE	1004694916	WRIGLEY MFG	2800 N RTE 47	60560	RCRA-CESQG
YORKVILLE	1006807392	ILLINOIS TRUCK MAINTENANCE	7070 S RTE 47	60560	FINDS, RCRA-CESQG

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

FEDERAL RECORDS

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 04/30/2008
Date Data Arrived at EDR: 05/06/2008
Date Made Active in Reports: 06/09/2008
Number of Days to Update: 34

Source: EPA
Telephone: N/A
Last EDR Contact: 07/28/2008
Next Scheduled EDR Contact: 10/27/2008
Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 6
Telephone: 214-655-6659

EPA Region 3
Telephone 215-814-5418

EPA Region 7
Telephone: 913-551-7247

EPA Region 4
Telephone 404-562-8033

EPA Region 8
Telephone: 303-312-6774

EPA Region 5
Telephone 312-886-6686

EPA Region 9
Telephone: 415-947-4246

EPA Region 10
Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 04/30/2008
Date Data Arrived at EDR: 05/06/2008
Date Made Active in Reports: 06/09/2008
Number of Days to Update: 34

Source: EPA
Telephone: N/A
Last EDR Contact: 08/27/2008
Next Scheduled EDR Contact: 10/27/2008
Data Release Frequency: Quarterly

DELISTED NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 04/30/2008
Date Data Arrived at EDR: 05/06/2008
Date Made Active in Reports: 06/09/2008
Number of Days to Update: 34

Source: EPA
Telephone: N/A
Last EDR Contact: 07/28/2008
Next Scheduled EDR Contact: 10/27/2008
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991
Date Data Arrived at EDR: 02/02/1994
Date Made Active in Reports: 03/30/1994
Number of Days to Update: 56

Source: EPA
Telephone: 202-564-4267
Last EDR Contact: 08/18/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: No Update Planned

CERCLIS: Comprehensive Environmental Response, Compensation, and Liability Information System

CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 07/09/2008
Date Data Arrived at EDR: 07/22/2008
Date Made Active in Reports: 08/25/2008
Number of Days to Update: 34

Source: EPA
Telephone: 703-412-9810
Last EDR Contact: 07/22/2008
Next Scheduled EDR Contact: 09/15/2008
Data Release Frequency: Quarterly

CERCLIS-NFRAP: CERCLIS No Further Remedial Action Planned

Archived sites are sites that have been removed and archived from the inventory of CERCLIS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Date of Government Version: 12/03/2007
Date Data Arrived at EDR: 12/06/2007
Date Made Active in Reports: 02/20/2008
Number of Days to Update: 76

Source: EPA
Telephone: 703-412-9810
Last EDR Contact: 09/15/2008
Next Scheduled EDR Contact: 12/15/2008
Data Release Frequency: Quarterly

LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 08/19/2008
Date Data Arrived at EDR: 08/29/2008
Date Made Active in Reports: 09/09/2008
Number of Days to Update: 11

Source: Environmental Protection Agency
Telephone: 202-564-6023
Last EDR Contact: 08/18/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Varies

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 06/25/2008
Date Data Arrived at EDR: 06/30/2008
Date Made Active in Reports: 08/25/2008
Number of Days to Update: 56

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 09/02/2008
Next Scheduled EDR Contact: 12/01/2008
Data Release Frequency: Quarterly

RCRA-TSDF: RCRA - Transporters, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 08/20/2008
Date Data Arrived at EDR: 08/21/2008
Date Made Active in Reports: 09/09/2008
Number of Days to Update: 19

Source: Environmental Protection Agency
Telephone: 312-886-6186
Last EDR Contact: 08/21/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Quarterly

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 08/20/2008
Date Data Arrived at EDR: 08/21/2008
Date Made Active in Reports: 09/09/2008
Number of Days to Update: 19

Source: Environmental Protection Agency
Telephone: 312-886-6186
Last EDR Contact: 08/21/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Quarterly

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 08/20/2008
Date Data Arrived at EDR: 08/21/2008
Date Made Active in Reports: 09/09/2008
Number of Days to Update: 19

Source: Environmental Protection Agency
Telephone: 312-886-6186
Last EDR Contact: 08/21/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Quarterly

RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 08/20/2008
Date Data Arrived at EDR: 08/21/2008
Date Made Active in Reports: 09/09/2008
Number of Days to Update: 19

Source: Environmental Protection Agency
Telephone: 312-886-6186
Last EDR Contact: 08/21/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Varies

RCRA-NonGen: RCRA - Non Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 08/20/2008
Date Data Arrived at EDR: 08/21/2008
Date Made Active in Reports: 09/09/2008
Number of Days to Update: 19

Source: Environmental Protection Agency
Telephone: 312-886-6186
Last EDR Contact: 08/21/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 07/23/2008
Date Data Arrived at EDR: 07/29/2008
Date Made Active in Reports: 08/25/2008
Number of Days to Update: 27

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 06/30/2008
Next Scheduled EDR Contact: 09/29/2008
Data Release Frequency: Varies

US INST CONTROL: Sites with Institutional Controls

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 07/23/2008
Date Data Arrived at EDR: 07/29/2008
Date Made Active in Reports: 08/25/2008
Number of Days to Update: 27

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 06/30/2008
Next Scheduled EDR Contact: 09/29/2008
Data Release Frequency: Varies

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 12/31/2007
Date Data Arrived at EDR: 01/23/2008
Date Made Active in Reports: 03/17/2008
Number of Days to Update: 54

Source: National Response Center, United States Coast Guard
Telephone: 202-267-2180
Last EDR Contact: 07/25/2008
Next Scheduled EDR Contact: 10/20/2008
Data Release Frequency: Annually

HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 04/30/2008
Date Data Arrived at EDR: 07/15/2008
Date Made Active in Reports: 08/25/2008
Number of Days to Update: 41

Source: U.S. Department of Transportation
Telephone: 202-366-4555
Last EDR Contact: 07/15/2008
Next Scheduled EDR Contact: 10/13/2008
Data Release Frequency: Annually

DOT OPS: Incident and Accident Data

Department of Transporation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 05/14/2008
Date Data Arrived at EDR: 05/28/2008
Date Made Active in Reports: 08/08/2008
Number of Days to Update: 72

Source: Department of Transporation, Office of Pipeline Safety
Telephone: 202-366-4595
Last EDR Contact: 08/29/2008
Next Scheduled EDR Contact: 11/24/2008
Data Release Frequency: Varies

CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 09/01/2007
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 12/28/2007
Number of Days to Update: 25

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 06/27/2008
Next Scheduled EDR Contact: 09/22/2008
Data Release Frequency: Quarterly

US BROWNFIELDS: A Listing of Brownfields Sites

Included in the listing are brownfields properties addresses by Cooperative Agreement Recipients and brownfields properties addressed by Targeted Brownfields Assessments. Targeted Brownfields Assessments-EPA's Targeted Brownfields Assessments (TBA) program is designed to help states, tribes, and municipalities--especially those without EPA Brownfields Assessment Demonstration Pilots--minimize the uncertainties of contamination often associated with brownfields. Under the TBA program, EPA provides funding and/or technical assistance for environmental assessments at brownfields sites throughout the country. Targeted Brownfields Assessments supplement and work with other efforts under EPA's Brownfields Initiative to promote cleanup and redevelopment of brownfields. Cooperative Agreement Recipients-States, political subdivisions, territories, and Indian tribes become Brownfields Cleanup Revolving Loan Fund (BCRLF) cooperative agreement recipients when they enter into BCRLF cooperative agreements with the U.S. EPA. EPA selects BCRLF cooperative agreement recipients based on a proposal and application process. BCRLF cooperative agreement recipients must use EPA funds provided through BCRLF cooperative agreement for specified brownfields-related cleanup activities.

Date of Government Version: 07/01/2008
Date Data Arrived at EDR: 08/25/2008
Date Made Active in Reports: 09/09/2008
Number of Days to Update: 15

Source: Environmental Protection Agency
Telephone: 202-566-2777
Last EDR Contact: 07/15/2008
Next Scheduled EDR Contact: 10/13/2008
Data Release Frequency: Semi-Annually

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 11/10/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 62

Source: USGS
Telephone: 703-692-8801
Last EDR Contact: 08/08/2008
Next Scheduled EDR Contact: 11/03/2008
Data Release Frequency: Semi-Annually

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 12/31/2006
Date Data Arrived at EDR: 08/31/2007
Date Made Active in Reports: 10/11/2007
Number of Days to Update: 41

Source: U.S. Army Corps of Engineers
Telephone: 202-528-4285
Last EDR Contact: 09/05/2008
Next Scheduled EDR Contact: 09/29/2008
Data Release Frequency: Varies

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 12/09/2005
Date Data Arrived at EDR: 12/11/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 31

Source: Department of the Navy
Telephone: 843-820-7326
Last EDR Contact: 09/09/2008
Next Scheduled EDR Contact: 12/08/2008
Data Release Frequency: Varies

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 04/25/2008
Date Data Arrived at EDR: 06/12/2008
Date Made Active in Reports: 08/25/2008
Number of Days to Update: 74

Source: Department of Justice, Consent Decree Library
Telephone: Varies
Last EDR Contact: 07/21/2008
Next Scheduled EDR Contact: 10/20/2008
Data Release Frequency: Varies

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 06/18/2008
Date Data Arrived at EDR: 07/11/2008
Date Made Active in Reports: 08/25/2008
Number of Days to Update: 45

Source: EPA
Telephone: 703-416-0223
Last EDR Contact: 06/30/2008
Next Scheduled EDR Contact: 09/29/2008
Data Release Frequency: Annually

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 07/13/2007
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52

Source: Department of Energy
Telephone: 505-845-0011
Last EDR Contact: 09/15/2008
Next Scheduled EDR Contact: 12/15/2008
Data Release Frequency: Varies

ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985
Date Data Arrived at EDR: 08/09/2004
Date Made Active in Reports: 09/17/2004
Number of Days to Update: 39

Source: Environmental Protection Agency
Telephone: 800-424-9346
Last EDR Contact: 06/09/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 03/25/2008
Date Data Arrived at EDR: 04/17/2008
Date Made Active in Reports: 05/15/2008
Number of Days to Update: 28

Source: EPA, Region 9
Telephone: 415-972-3336
Last EDR Contact: 06/23/2008
Next Scheduled EDR Contact: 09/22/2008
Data Release Frequency: Varies

MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 05/28/2008
Date Data Arrived at EDR: 06/25/2008
Date Made Active in Reports: 08/25/2008
Number of Days to Update: 61

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959
Last EDR Contact: 06/25/2008
Next Scheduled EDR Contact: 09/22/2008
Data Release Frequency: Semi-Annually

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2006
Date Data Arrived at EDR: 02/29/2008
Date Made Active in Reports: 04/18/2008
Number of Days to Update: 49

Source: EPA
Telephone: 202-566-0250
Last EDR Contact: 06/16/2008
Next Scheduled EDR Contact: 09/15/2008
Data Release Frequency: Annually

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2002
Date Data Arrived at EDR: 04/14/2006
Date Made Active in Reports: 05/30/2006
Number of Days to Update: 46

Source: EPA
Telephone: 202-260-5521
Last EDR Contact: 08/11/2008
Next Scheduled EDR Contact: 10/13/2008
Data Release Frequency: Every 4 Years

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 07/12/2008
Date Data Arrived at EDR: 07/18/2008
Date Made Active in Reports: 08/25/2008
Number of Days to Update: 38

Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Telephone: 202-566-1667
Last EDR Contact: 09/15/2008
Next Scheduled EDR Contact: 12/15/2008
Data Release Frequency: Quarterly

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 07/12/2008
Date Data Arrived at EDR: 07/18/2008
Date Made Active in Reports: 08/25/2008
Number of Days to Update: 38

Source: EPA
Telephone: 202-566-1667
Last EDR Contact: 09/15/2008
Next Scheduled EDR Contact: 12/15/2008
Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2007
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2008
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/2006
Date Data Arrived at EDR: 03/14/2008
Date Made Active in Reports: 04/18/2008
Number of Days to Update: 35

Source: EPA
Telephone: 202-564-4203
Last EDR Contact: 07/14/2008
Next Scheduled EDR Contact: 10/13/2008
Data Release Frequency: Annually

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 07/31/2008
Date Data Arrived at EDR: 08/13/2008
Date Made Active in Reports: 09/09/2008
Number of Days to Update: 27

Source: Environmental Protection Agency
Telephone: 202-564-5088
Last EDR Contact: 07/14/2008
Next Scheduled EDR Contact: 10/13/2008
Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 12/04/2007
Date Data Arrived at EDR: 02/07/2008
Date Made Active in Reports: 03/17/2008
Number of Days to Update: 39

Source: EPA
Telephone: 202-566-0500
Last EDR Contact: 09/18/2008
Next Scheduled EDR Contact: 11/03/2008
Data Release Frequency: Annually

MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 07/08/2008
Date Data Arrived at EDR: 08/05/2008
Date Made Active in Reports: 08/25/2008
Number of Days to Update: 20

Source: Nuclear Regulatory Commission
Telephone: 301-415-7169
Last EDR Contact: 06/30/2008
Next Scheduled EDR Contact: 09/29/2008
Data Release Frequency: Quarterly

RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 07/29/2008
Date Data Arrived at EDR: 07/31/2008
Date Made Active in Reports: 08/25/2008
Number of Days to Update: 25

Source: Environmental Protection Agency
Telephone: 202-343-9775
Last EDR Contact: 07/31/2008
Next Scheduled EDR Contact: 10/27/2008
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 07/01/2008
Date Data Arrived at EDR: 07/09/2008
Date Made Active in Reports: 08/25/2008
Number of Days to Update: 47

Source: EPA
Telephone: (312) 353-2000
Last EDR Contact: 06/30/2008
Next Scheduled EDR Contact: 09/29/2008
Data Release Frequency: Quarterly

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995
Date Data Arrived at EDR: 07/03/1995
Date Made Active in Reports: 08/07/1995
Number of Days to Update: 35

Source: EPA
Telephone: 202-564-4104
Last EDR Contact: 06/02/2008
Next Scheduled EDR Contact: 09/01/2008
Data Release Frequency: No Update Planned

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 03/06/2007
Date Made Active in Reports: 04/13/2007
Number of Days to Update: 38

Source: EPA/NTIS
Telephone: 800-424-9346
Last EDR Contact: 09/12/2008
Next Scheduled EDR Contact: 12/08/2008
Data Release Frequency: Biennially

SCRD DRYCLEANERS: State Coalition for Redediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 05/14/2008
Date Data Arrived at EDR: 05/28/2008
Date Made Active in Reports: 08/25/2008
Number of Days to Update: 89

Source: Environmental Protection Agency
Telephone: 615-532-8599
Last EDR Contact: 08/25/2008
Next Scheduled EDR Contact: 11/10/2008
Data Release Frequency: Varies

STATE AND LOCAL RECORDS

SHWS: State Oversight List

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 06/24/2008
Date Data Arrived at EDR: 06/27/2008
Date Made Active in Reports: 07/17/2008
Number of Days to Update: 20

Source: Illinois Environmental Protection Agency
Telephone: 217-524-4863
Last EDR Contact: 08/20/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Semi-Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

CAT: Category List

Sites on this list are: Notice of Response Action, NPL, Pre/proposed NPL, Completed Remedial Action, Site Remediation Program, Federal Facilities, and Cleanup Started and/or Completed Sites.

Date of Government Version: 06/01/1997
Date Data Arrived at EDR: 07/07/1997
Date Made Active in Reports: 08/14/1997
Number of Days to Update: 38

Source: Illinois EPA
Telephone: N/A
Last EDR Contact: 02/26/2001
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

SWF/LF: Available Disposal for Solid Waste in Illinois - Solid Waste Landfills Subject to State Surcharge

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 12/01/2007
Date Data Arrived at EDR: 04/18/2008
Date Made Active in Reports: 04/30/2008
Number of Days to Update: 12

Source: Illinois Environmental Protection Agency
Telephone: 217-785-8604
Last EDR Contact: 08/20/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Annually

LF WMRC: Waste Management & Research Center Landfill Database

The Waste Management & Research Center Landfill Database includes records from the Department of Public Health, Department of Mines & Minerals, Illinois Environmental Protection Agency, State Geological Survey, Northeastern Illinois Planning Commission and Pollution Control Board.

Date of Government Version: 12/31/2001
Date Data Arrived at EDR: 10/06/2006
Date Made Active in Reports: 11/06/2006
Number of Days to Update: 31

Source: Department of Natural Resources
Telephone: 217-333-8940
Last EDR Contact: 07/02/2008
Next Scheduled EDR Contact: 09/29/2008
Data Release Frequency: No Update Planned

UIC: Underground Injection Wells

Injection wells are used for disposal of fluids by "injection" into the subsurface. The construction of injection wells range from very technical designs with twenty-four hour monitoring to simply a hole dug in the ground to control runoff. As a result of this diversity, the UIC Program divides injection wells into five different classes.

Date of Government Version: 06/23/2008
Date Data Arrived at EDR: 06/30/2008
Date Made Active in Reports: 07/17/2008
Number of Days to Update: 17

Source: Illinois EPA
Telephone: 217-782-9878
Last EDR Contact: 09/15/2008
Next Scheduled EDR Contact: 12/15/2008
Data Release Frequency: Varies

NPDES: A Listing of Active Permits

A listing of facilities currently active in the state. The types of permits are public, private, federal and state.

Date of Government Version: 06/20/2008
Date Data Arrived at EDR: 06/20/2008
Date Made Active in Reports: 07/17/2008
Number of Days to Update: 27

Source: Illinois EPA
Telephone: 217-782-0610
Last EDR Contact: 07/28/2008
Next Scheduled EDR Contact: 07/28/2008
Data Release Frequency: Varies

IL NIPC: Solid Waste Landfill Inventory

Solid Waste Landfill Inventory. NIPC is an inventory of active and inactive solid waste disposal sites, based on state, local government and historical archive data. Included are numerous sites which previously had never been identified largely because there was no obligation to register such sites prior to 1971.

Date of Government Version: 08/01/1988
Date Data Arrived at EDR: 08/01/1994
Date Made Active in Reports: 08/12/1994
Number of Days to Update: 11

Source: Northeastern Illinois Planning Commission
Telephone: 312-454-0400
Last EDR Contact: 05/23/2006
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

LUST: Leaking Underground Storage Tank Sites

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 08/15/2008
Date Data Arrived at EDR: 08/20/2008
Date Made Active in Reports: 08/29/2008
Number of Days to Update: 9

Source: Illinois Environmental Protection Agency
Telephone: 217-782-6762
Last EDR Contact: 08/20/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Semi-Annually

LUST TRUST: Underground Storage Tank Fund Payment Priorty List

In case sufficient funds are not available in the Underground Storage Tank Fund, requests for payment are entered on the Payment Priority List by "queue date" order. As required by the Environmental Protection Act, the queue date is the date that a complete request for partial or final payment was received by the Agency. The queue date is "officially" confirmed at the end of the payment review process when a Final Decision Letter is sent to the site owner.

Date of Government Version: 08/19/2008
Date Data Arrived at EDR: 08/20/2008
Date Made Active in Reports: 08/29/2008
Number of Days to Update: 9

Source: Illinois EPA
Telephone: 217-782-6762
Last EDR Contact: 08/20/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Varies

UST: Underground Storage Tank Facility List

Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 08/21/2008
Date Data Arrived at EDR: 08/21/2008
Date Made Active in Reports: 09/15/2008
Number of Days to Update: 25

Source: Illinois State Fire Marshal
Telephone: 217-785-0969
Last EDR Contact: 08/21/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Quarterly

SPILLS: State spills

A listing of incidents reported to the Office of Emergency Response.

Date of Government Version: 08/19/2008
Date Data Arrived at EDR: 09/02/2008
Date Made Active in Reports: 09/16/2008
Number of Days to Update: 14

Source: Illinois EPA
Telephone: 217-558-1677
Last EDR Contact: 08/17/2008
Next Scheduled EDR Contact: 11/03/2008
Data Release Frequency: Varies

ENG CONTROLS: Sites with Engineering Controls

Sites using of engineered barriers (e.g., asphalt or concrete paving).

Date of Government Version: 07/14/2008
Date Data Arrived at EDR: 08/12/2008
Date Made Active in Reports: 08/21/2008
Number of Days to Update: 9

Source: Illinois Environmental Protection Agency
Telephone: 217-782-6761
Last EDR Contact: 08/12/2008
Next Scheduled EDR Contact: 11/10/2008
Data Release Frequency: Quarterly

Inst Control: Institutional Controls

Legal or administrative restrictions on land use and/or other activities (e.g., groundwater use restrictions) which effectively limit exposure to contamination may be employed as alternatives to removal or treatment of contamination.

Date of Government Version: 07/14/2008
Date Data Arrived at EDR: 08/12/2008
Date Made Active in Reports: 08/21/2008
Number of Days to Update: 9

Source: Illinois Environmental Protection Agency
Telephone: 217-782-6761
Last EDR Contact: 08/12/2008
Next Scheduled EDR Contact: 11/10/2008
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SRP: Site Remediation Program Database
The database identifies the status of all voluntary remediation projects administered through the pre-notice site cleanup program (1989 to 1995) and the site remediation program (1996 to the present).

Date of Government Version: 07/14/2008
Date Data Arrived at EDR: 08/12/2008
Date Made Active in Reports: 08/21/2008
Number of Days to Update: 9

Source: Illinois Environmental Protection Agency
Telephone: 217-785-9407
Last EDR Contact: 08/12/2008
Next Scheduled EDR Contact: 11/10/2008
Data Release Frequency: Semi-Annually

DRYCLEANERS: Illinois Licensed Drycleaners
Any retail drycleaning facility in Illinois must apply for a license through the Illinois Drycleaner Environmental Response Trust Fund. Drycleaner Environmental Response Trust Fund of Illinois.

Date of Government Version: 06/02/2008
Date Data Arrived at EDR: 06/18/2008
Date Made Active in Reports: 07/17/2008
Number of Days to Update: 29

Source: Drycleaner Environmental Response Trust Fund of Illinois
Telephone: 800-765-4041
Last EDR Contact: 09/17/2008
Next Scheduled EDR Contact: 12/15/2008
Data Release Frequency: Varies

IMPDMENT: Surface Impoundment Inventory
Statewide inventory of industrial, municipal, mining, oil & gas , and large agricultural impoundment. This study was conducted by the Illinois EPA to assess potentail for contamination of shallow aquifers. This was a one-time study. Although many of the impoundments may no longer be present, the sites may be contaminated.

Date of Government Version: 12/31/1980
Date Data Arrived at EDR: 03/08/2002
Date Made Active in Reports: 06/03/2002
Number of Days to Update: 87

Source: Illinois Waste Management & Research Center
Telephone: 217-333-8940
Last EDR Contact: 02/20/2002
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

BROWNFIELDS: Municipal Brownfields Redevelopment Grant Program Project Descriptions
The Illinois Municipal Brownfields Redevelopment Grant Program (MBRGP) offers grants worth a maximum of $240,000 each to municipalities to assist in site investigation activities, development of cleanup objectives, and performance of cleanup activities. Brownfields are abandoned or underused industrial and/or commercial properties that are contaminated (or thought to be contaminated) and have an active potential for redevelopment.

Date of Government Version: 06/05/2008
Date Data Arrived at EDR: 06/05/2008
Date Made Active in Reports: 07/17/2008
Number of Days to Update: 42

Source: Illinois Environmental Protection Agency
Telephone: 217-785-3486
Last EDR Contact: 09/15/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Varies

BROWNFIELDS: Redevelopment Assessment Database
The Office of Site Evaluations Redevelopment Assessment database identifies the status of all properties within the State in which the Illinois EPA's Office of Site Evaluation has conducted a municipal Brownfield Redevelopment Assessment.

Date of Government Version: 08/20/2008
Date Data Arrived at EDR: 08/20/2008
Date Made Active in Reports: 08/29/2008
Number of Days to Update: 9

Source: Illinois Environmental Protection Agency
Telephone: 217-524-1658
Last EDR Contact: 08/20/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Varies

CDL: Meth Drug Lab Site Listing
A listing of clandestine/meth drug lab locations.

Date of Government Version: 08/07/2008
Date Data Arrived at EDR: 08/08/2008
Date Made Active in Reports: 08/21/2008
Number of Days to Update: 13

Source: Department of Public Health
Telephone: 217-782-5750
Last EDR Contact: 08/04/2008
Next Scheduled EDR Contact: 11/03/2008
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

AIRS: AIRS
A listing of air permits and emissions information.

Date of Government Version: 12/31/2007
Date Data Arrived at EDR: 08/29/2008
Date Made Active in Reports: 09/16/2008
Number of Days to Update: 18

Source: Illinois EPA
Telephone: 217-557-0314
Last EDR Contact: 08/11/2008
Next Scheduled EDR Contact: 10/27/2008
Data Release Frequency: Varies

TRIBAL RECORDS

INDIAN RESERV: Indian Reservations
This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 12/08/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 34

Source: USGS
Telephone: 202-208-3710
Last EDR Contact: 08/08/2008
Next Scheduled EDR Contact: 11/03/2008
Data Release Frequency: Semi-Annually

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands
Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52

Source: Environmental Protection Agency
Telephone: 703-308-8245
Last EDR Contact: 08/25/2008
Next Scheduled EDR Contact: 11/24/2008
Data Release Frequency: Varies

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 08/22/2008
Date Data Arrived at EDR: 08/22/2008
Date Made Active in Reports: 09/09/2008
Number of Days to Update: 18

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 08/18/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Quarterly

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 08/21/2008
Date Data Arrived at EDR: 09/04/2008
Date Made Active in Reports: 09/09/2008
Number of Days to Update: 5

Source: EPA Region 8
Telephone: 303-312-6271
Last EDR Contact: 08/18/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Quarterly

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 03/17/2008
Date Data Arrived at EDR: 03/27/2008
Date Made Active in Reports: 05/06/2008
Number of Days to Update: 40

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 08/18/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Varies

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 06/16/2008
Date Data Arrived at EDR: 06/16/2008
Date Made Active in Reports: 08/08/2008
Number of Days to Update: 53

Source: EPA Region 6
Telephone: 214-665-6597
Last EDR Contact: 08/18/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 03/17/2008
Date Data Arrived at EDR: 03/27/2008
Date Made Active in Reports: 05/06/2008
Number of Days to Update: 40

Source: EPA Region 4
Telephone: 404-562-8677
Last EDR Contact: 08/18/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Semi-Annually

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 03/12/2008
Date Data Arrived at EDR: 03/14/2008
Date Made Active in Reports: 03/20/2008
Number of Days to Update: 6

Source: EPA Region 1
Telephone: 617-918-1313
Last EDR Contact: 08/18/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Varies

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 07/11/2008
Date Data Arrived at EDR: 07/11/2008
Date Made Active in Reports: 08/08/2008
Number of Days to Update: 28

Source: Environmental Protection Agency
Telephone: 415-972-3372
Last EDR Contact: 08/18/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Quarterly

INDIAN UST R1: Underground Storage Tanks on Indian Land
A listing of underground storage tank locations on Indian Land.

Date of Government Version: 03/12/2008
Date Data Arrived at EDR: 03/14/2008
Date Made Active in Reports: 03/20/2008
Number of Days to Update: 6

Source: EPA, Region 1
Telephone: 617-918-1313
Last EDR Contact: 08/18/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land
No description is available for this data

Date of Government Version: 03/17/2008
Date Data Arrived at EDR: 03/27/2008
Date Made Active in Reports: 05/06/2008
Number of Days to Update: 40

Source: EPA Region 4
Telephone: 404-562-9424
Last EDR Contact: 08/18/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Semi-Annually

INDIAN UST R5: Underground Storage Tanks on Indian Land
No description is available for this data

Date of Government Version: 12/21/2007
Date Data Arrived at EDR: 12/21/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 34

Source: EPA Region 5
Telephone: 312-886-6136
Last EDR Contact: 08/18/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land
No description is available for this data

Date of Government Version: 06/16/2008
Date Data Arrived at EDR: 06/16/2008
Date Made Active in Reports: 08/08/2008
Number of Days to Update: 53

Source: EPA Region 6
Telephone: 214-665-7591
Last EDR Contact: 08/18/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Semi-Annually

INDIAN UST R7: Underground Storage Tanks on Indian Land
No description is available for this data

Date of Government Version: 06/01/2007
Date Data Arrived at EDR: 06/14/2007
Date Made Active in Reports: 07/05/2007
Number of Days to Update: 21

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 08/18/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Varies

INDIAN UST R8: Underground Storage Tanks on Indian Land
No description is available for this data

Date of Government Version: 08/21/2008
Date Data Arrived at EDR: 09/04/2008
Date Made Active in Reports: 09/09/2008
Number of Days to Update: 5

Source: EPA Region 8
Telephone: 303-312-6137
Last EDR Contact: 08/18/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Quarterly

INDIAN UST R9: Underground Storage Tanks on Indian Land
No description is available for this data

Date of Government Version: 07/11/2008
Date Data Arrived at EDR: 07/11/2008
Date Made Active in Reports: 08/08/2008
Number of Days to Update: 28

Source: EPA Region 9
Telephone: 415-972-3368
Last EDR Contact: 08/18/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Quarterly

INDIAN UST R10: Underground Storage Tanks on Indian Land
No description is available for this data

Date of Government Version: 08/22/2008
Date Data Arrived at EDR: 08/22/2008
Date Made Active in Reports: 09/09/2008
Number of Days to Update: 18

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 08/18/2008
Next Scheduled EDR Contact: 11/17/2008
Data Release Frequency: Quarterly

INDIAN VCP R1: Voluntary Cleanup Priority Listing
A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 04/02/2008
Date Data Arrived at EDR: 04/22/2008
Date Made Active in Reports: 05/19/2008
Number of Days to Update: 27

Source: EPA, Region 1
Telephone: 617-918-1102
Last EDR Contact: 07/21/2008
Next Scheduled EDR Contact: 10/20/2008
Data Release Frequency: Varies

INDIAN VCP R7: Voluntary Cleanup Priority Lisitng
A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008
Date Data Arrived at EDR: 04/22/2008
Date Made Active in Reports: 05/19/2008
Number of Days to Update: 27

Source: EPA, Region 7
Telephone: 913-551-7365
Last EDR Contact: 07/21/2008
Next Scheduled EDR Contact: 10/20/2008
Data Release Frequency: Varies

EDR PROPRIETARY RECORDS

Manufactured Gas Plants: EDR Proprietary Manufactured Gas Plants
The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data
Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 06/15/2007
Date Made Active in Reports: 08/20/2007
Number of Days to Update: 66

Source: Department of Environmental Protection
Telephone: 860-424-3375
Last EDR Contact: 09/12/2008
Next Scheduled EDR Contact: 12/08/2008
Data Release Frequency: Annually

NJ MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 09/30/2007
Date Data Arrived at EDR: 12/04/2007
Date Made Active in Reports: 12/31/2007
Number of Days to Update: 27

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 08/08/2008
Next Scheduled EDR Contact: 11/03/2008
Data Release Frequency: Annually

NY MANIFEST: Facility and Manifest Data
Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 07/23/2008
Date Data Arrived at EDR: 08/28/2008
Date Made Active in Reports: 09/11/2008
Number of Days to Update: 14

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 08/28/2008
Next Scheduled EDR Contact: 11/24/2008
Data Release Frequency: Annually

PA MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2006
Date Data Arrived at EDR: 12/21/2007
Date Made Active in Reports: 01/10/2008
Number of Days to Update: 20

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 09/08/2008
Next Scheduled EDR Contact: 12/08/2008
Data Release Frequency: Annually

RI MANIFEST: Manifest information
Hazardous waste manifest information

Date of Government Version: 12/31/2007
Date Data Arrived at EDR: 06/03/2008
Date Made Active in Reports: 08/07/2008
Number of Days to Update: 65

Source: Department of Environmental Management
Telephone: 401-222-2797
Last EDR Contact: 09/15/2008
Next Scheduled EDR Contact: 12/15/2008
Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

WI MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2007
Date Data Arrived at EDR: 08/22/2008
Date Made Active in Reports: 09/08/2008
Number of Days to Update: 17

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 08/22/2008
Next Scheduled EDR Contact: 10/06/2008
Data Release Frequency: Annually

Oil/Gas Pipelines: This data was obtained by EDR from the USGS in 1994. It is referred to by USGS as GeoData Digital Line Graphs from 1:100,000-Scale Maps. It was extracted from the transportation category including some oil, but primarily gas pipelines.

Electric Power Transmission Line Data
Source: PennWell Corporation
Telephone: (800) 823-6277
This map includes information copyrighted by PennWell Corporation. This information is provided on a best effort basis and PennWell Corporation does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of PennWell.

Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:
Source: American Hospital Association, Inc.
Telephone: 312-280-5991
The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing
Source: Centers for Medicare & Medicaid Services
Telephone: 410-786-3000
A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes
Source: National Institutes of Health
Telephone: 301-594-6248
Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Homes & Centers Listing
Source: Department of Children & Family Services
Telephone: 312-814-4150

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 1999 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002 and 2005 from the U.S. Fish and Wildlife Service.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Scanned Digital USGS 7.5' Topographic Map (DRG)
Source: United States Geologic Survey
A digital raster graphic (DRG) is a scanned image of a U.S. Geological Survey topographic map. The map images are made by scanning published paper maps on high-resolution scanners. The raster image is georeferenced and fit to the Universal Transverse Mercator (UTM) projection.

STREET AND ADDRESS INFORMATION

© 2008 Tele Atlas North America, Inc. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned by or licensed to Tele Atlas North America, Inc. The use of this material is subject to the terms of a license agreement. You will be held liable for any unauthorized copying or disclosure of this material.

GEOCHECK ®- PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

COMMERCIAL PROPERTY
110 W. MADISON STREET
YORKVILLE, IL 60560

TARGET PROPERTY COORDINATES

Latitude (North):	41.64068 - 41° 38' 26.4"
Longitude (West):	88.44775 - 88° 26' 51.9"
Universal Tranverse Mercator:	Zone 16
UTM X (Meters):	379423.8
UTM Y (Meters):	4610682.0
Elevation:	635 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map:	41088-F4 YORKVILLE, IL
Most Recent Revision:	1993

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principle investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

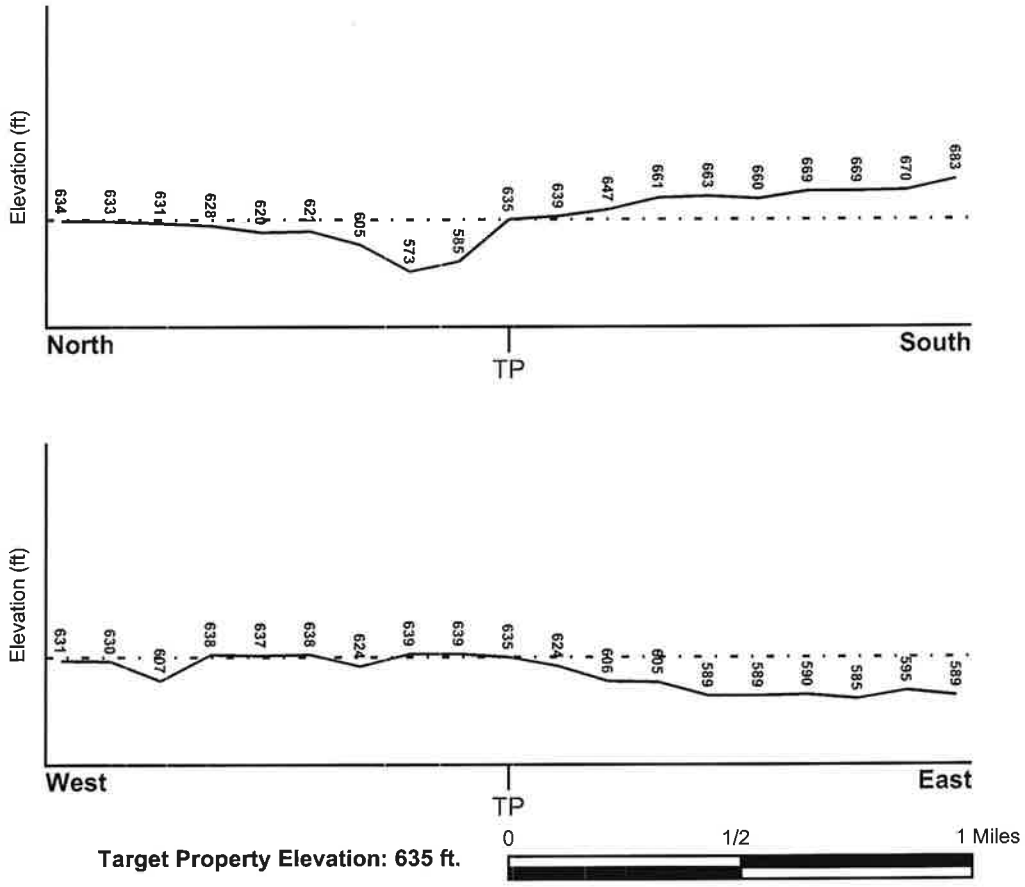
TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General NNE

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Target Property Elevation: 635 ft.

Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

Target Property County	FEMA Flood Electronic Data
KENDALL, IL	YES - refer to the Overview Map and Detail Map
Flood Plain Panel at Target Property:	1703470001B
Additional Panels in search area:	1703410020C 1703410075C 1703470002B

NATIONAL WETLAND INVENTORY

NWI Quad at Target Property	NWI Electronic Data Coverage
YORKVILLE	YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Site-Specific Hydrogeological Data*:

Search Radius:	1.25 miles
Status:	Not found

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

MAP ID	LOCATION FROM TP	GENERAL DIRECTION GROUNDWATER FLOW
Not Reported		

* ©1996 Site-specific hydrogeological data gathered by CERCLIS Alerts, Inc., Bainbridge Island, WA. All rights reserved. All of the information and opinions presented are those of the cited EPA report(s), which were completed under a Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) investigation.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

Era:	Paleozoic
System:	Ordovician
Series:	Upper Ordovician (Cincinnatian)
Code:	O3 *(decoded above as Era, System & Series)*

GEOLOGIC AGE IDENTIFICATION

Category: Stratified Sequence

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps. The following information is based on Soil Conservation Service STATSGO data.

Soil Component Name:	FOX
Soil Surface Texture:	silt loam
Hydrologic Group:	Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.
Soil Drainage Class:	Well drained. Soils have intermediate water holding capacity. Depth to water table is more than 6 feet.

Hydric Status: Soil does not meet the requirements for a hydric soil.

Corrosion Potential - Uncoated Steel: MODERATE

Depth to Bedrock Min: > 60 inches

Depth to Bedrock Max: > 60 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
	Boundary			Classification			
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	Permeability Rate (in/hr)	Soil Reaction (pH)
1	0 inches	11 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 2.00 Min: 0.60	Max: 7.30 Min: 5.10
2	11 inches	22 inches	silty clay loam	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 2.00 Min: 0.60	Max: 7.30 Min: 5.10
3	22 inches	34 inches	clay loam	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 2.00 Min: 0.60	Max: 8.40 Min: 5.10
4	34 inches	60 inches	sand and gravel	Granular materials (35 pct. or less passing No. 200), Stone Fragments, Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand.	Max: 20.00 Min: 6.00	Max: 8.40 Min: 7.40

OTHER SOIL TYPES IN AREA

Based on Soil Conservation Service STATSGO data, the following additional subordinant soil types may appear within the general area of target property.

Soil Surface Textures: loam
gravelly - loam
loamy sand
muck

Surficial Soil Types: loam
gravelly - loam
loamy sand
muck

Shallow Soil Types: loamy sand
silt loam

Deeper Soil Types: gravelly - sand
stratified
muck
gravelly - loamy sand
sandy loam

sand

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

WELL SEARCH DISTANCE INFORMATION

DATABASE	SEARCH DISTANCE (miles)
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 1 mile
State Database	1.000

FEDERAL USGS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
A3	USGS2383377	0 - 1/8 Mile North
A4	USGS2383378	0 - 1/8 Mile North
I46	USGS2383387	1/2 - 1 Mile North

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
1	IL0015156	0 - 1/8 Mile ENE

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
A2	IL10165969	0 - 1/8 Mile NNW
A5	IL10166111	0 - 1/8 Mile North
6	IL10166215	1/8 - 1/4 Mile North
B7	IL10166227	1/8 - 1/4 Mile NNE
B8	IL10166225	1/8 - 1/4 Mile NNE
B9	IL10166226	1/8 - 1/4 Mile NNE
10	IL10166212	1/8 - 1/4 Mile NW
B11	IL20002744	1/8 - 1/4 Mile NNE
C12	P30949	1/4 - 1/2 Mile North
D13	P30948	1/4 - 1/2 Mile NNE
C14	IL10166490	1/4 - 1/2 Mile NNW
D15	IL10166494	1/4 - 1/2 Mile NNE
16	P30947	1/4 - 1/2 Mile NE

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
17	P30946	1/4 - 1/2 Mile ESE
18	P30927	1/4 - 1/2 Mile SW
19	IL10165386	1/4 - 1/2 Mile SSW
20	IL10166401	1/4 - 1/2 Mile NE
21	IL10166765	1/4 - 1/2 Mile North
22	IL10166531	1/4 - 1/2 Mile NE
23	IL10166035	1/4 - 1/2 Mile East
E24	P30935	1/4 - 1/2 Mile East
E25	P30931	1/4 - 1/2 Mile East
E26	P30934	1/4 - 1/2 Mile East
E27	P30933	1/4 - 1/2 Mile East
E28	P30932	1/4 - 1/2 Mile East
E29	P30930	1/4 - 1/2 Mile East
E30	IL10165880	1/2 - 1 Mile East
31	P30888	1/2 - 1 Mile NNE
E32	IL10165917	1/2 - 1 Mile East
F33	P30944	1/2 - 1 Mile East
G34	IL10167087	1/2 - 1 Mile North
G35	IL10167088	1/2 - 1 Mile North
36	P30926	1/2 - 1 Mile West
37	IL10167097	1/2 - 1 Mile North
38	P30885	1/2 - 1 Mile NE
39	IL10164991	1/2 - 1 Mile South
F40	IL10166052	1/2 - 1 Mile East
H41	P30945	1/2 - 1 Mile ENE
42	IL10167216	1/2 - 1 Mile North
H43	IL10166493	1/2 - 1 Mile ENE
I44	IL10167272	1/2 - 1 Mile North
45	P30889	1/2 - 1 Mile NNE
47	IL10165765	1/2 - 1 Mile East
J48	P30887	1/2 - 1 Mile NE
J49	P30886	1/2 - 1 Mile NE
50	IL10167129	1/2 - 1 Mile NNE
K51	P30942	1/2 - 1 Mile East
L52	P30875	1/2 - 1 Mile ENE
L53	P30876	1/2 - 1 Mile ENE
L54	P30877	1/2 - 1 Mile ENE
L55	P30878	1/2 - 1 Mile ENE
56	P29499	1/2 - 1 Mile South
57	P30943	1/2 - 1 Mile ENE
58	IL10165558	1/2 - 1 Mile WSW
59	P30941	1/2 - 1 Mile ESE
I60	IL20002757	1/2 - 1 Mile North
K61	IL10165980	1/2 - 1 Mile East
62	IL10164817	1/2 - 1 Mile South
M63	IL10165846	1/2 - 1 Mile East
M64	IL10165850	1/2 - 1 Mile East
M65	IL10165851	1/2 - 1 Mile East
M66	IL10165852	1/2 - 1 Mile East
M67	IL10165848	1/2 - 1 Mile East
M68	IL10165847	1/2 - 1 Mile East
M69	IL10165849	1/2 - 1 Mile East

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

STATE DATABASE WELL INFORMATION

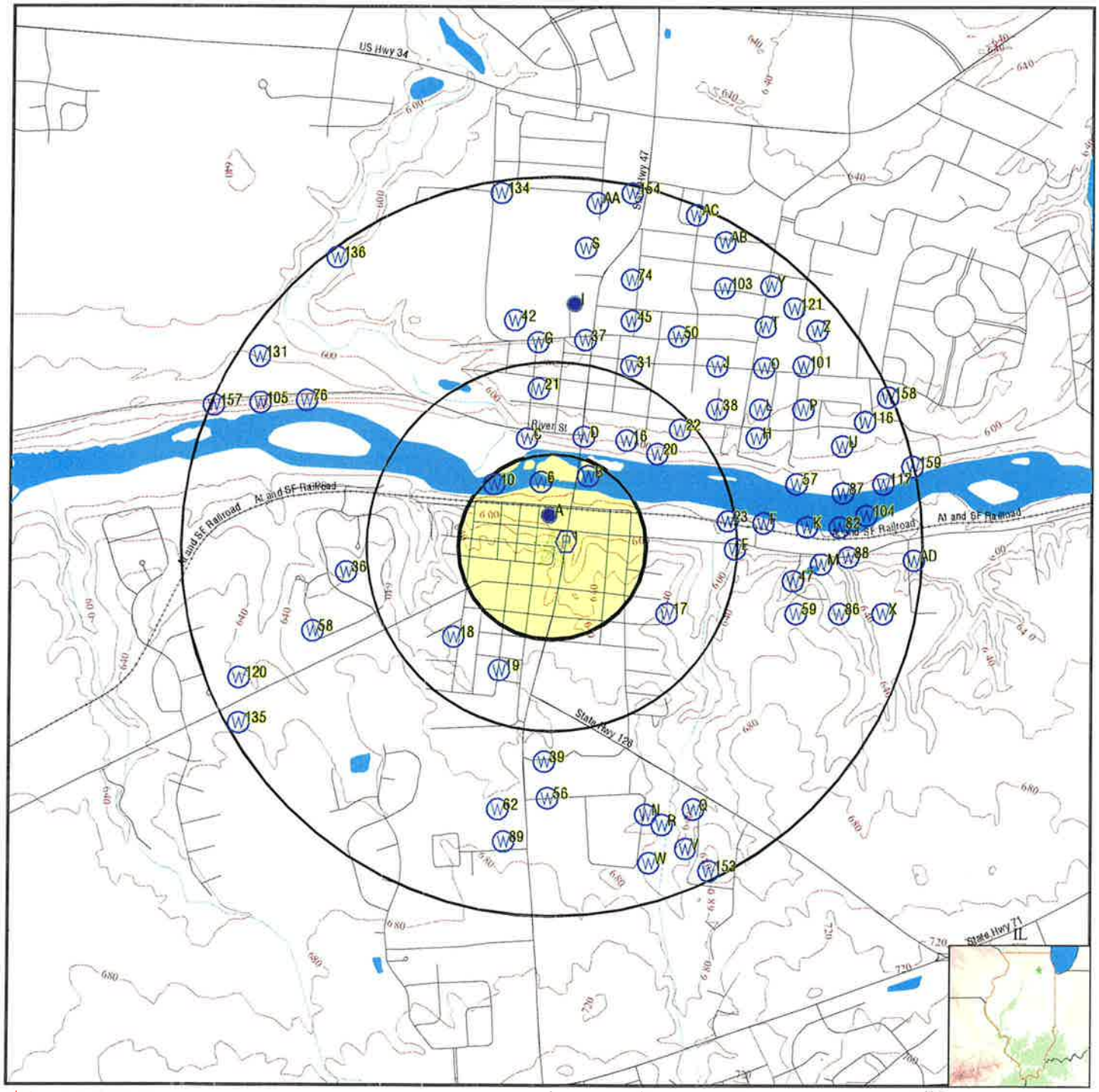
MAP ID	WELL ID	LOCATION FROM TP
N70	IL10164828	1/2 - 1 Mile SSE
O71	P30881	1/2 - 1 Mile NE
O72	P30880	1/2 - 1 Mile NE
O73	P30879	1/2 - 1 Mile NE
74	P30890	1/2 - 1 Mile NNE
O75	IL10166888	1/2 - 1 Mile NE
76	IL10166694	1/2 - 1 Mile WNW
P77	P30870	1/2 - 1 Mile ENE
P78	P30869	1/2 - 1 Mile ENE
P79	P30871	1/2 - 1 Mile ENE
P80	P30872	1/2 - 1 Mile ENE
P81	P30873	1/2 - 1 Mile ENE
82	P30940	1/2 - 1 Mile East
Q83	IL10164837	1/2 - 1 Mile SSE
N84	P29493	1/2 - 1 Mile SSE
N85	P29494	1/2 - 1 Mile SSE
86	P30939	1/2 - 1 Mile ESE
87	IL10166174	1/2 - 1 Mile East
88	IL10165875	1/2 - 1 Mile East
89	P29502	1/2 - 1 Mile South
R90	IL10164752	1/2 - 1 Mile SSE
R91	IL10164751	1/2 - 1 Mile SSE
R92	IL10164754	1/2 - 1 Mile SSE
R93	IL10164753	1/2 - 1 Mile SSE
S94	IL10167579	1/2 - 1 Mile North
S95	IL10167580	1/2 - 1 Mile North
S96	IL10167581	1/2 - 1 Mile North
T97	IL10167152	1/2 - 1 Mile NE
T98	P30882	1/2 - 1 Mile NE
U99	IL10166445	1/2 - 1 Mile ENE
U100	IL10166446	1/2 - 1 Mile ENE
101	P30874	1/2 - 1 Mile NE
Q102	IL10164793	1/2 - 1 Mile SSE
103	IL10167356	1/2 - 1 Mile NNE
104	IL10166061	1/2 - 1 Mile East
105	IL10166682	1/2 - 1 Mile WNW
V106	IL10164655	1/2 - 1 Mile SSE
V107	IL10164656	1/2 - 1 Mile SSE
V108	IL10164658	1/2 - 1 Mile SSE
V109	IL10164657	1/2 - 1 Mile SSE
W110	P29490	1/2 - 1 Mile SSE
W111	P29488	1/2 - 1 Mile SSE
W112	P29491	1/2 - 1 Mile SSE
W113	P29492	1/2 - 1 Mile SSE
W114	P29489	1/2 - 1 Mile SSE
W115	P29487	1/2 - 1 Mile SSE
116	IL10166581	1/2 - 1 Mile ENE
117	P30938	1/2 - 1 Mile East
X118	P30937	1/2 - 1 Mile ESE
X119	P30936	1/2 - 1 Mile ESE
120	P30929	1/2 - 1 Mile WSW
121	IL10167275	1/2 - 1 Mile NE

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
Y122	IL10167373	1/2 - 1 Mile NE
Y123	IL10167375	1/2 - 1 Mile NE
Y124	IL10167374	1/2 - 1 Mile NE
Z125	IL10167162	1/2 - 1 Mile NE
Z126	IL10167163	1/2 - 1 Mile NE
Z127	IL10167165	1/2 - 1 Mile NE
Z128	IL10167164	1/2 - 1 Mile NE
AA129	IL10167761	1/2 - 1 Mile North
AA130	IL10167756	1/2 - 1 Mile North
131	IL10167031	1/2 - 1 Mile WNW
AB132	IL10167594	1/2 - 1 Mile NNE
AB133	IL10167595	1/2 - 1 Mile NNE
134	P30895	1/2 - 1 Mile North
135	P30928	1/2 - 1 Mile WSW
136	P30907	1/2 - 1 Mile NW
AC137	P30852	1/2 - 1 Mile NNE
AC138	P30856	1/2 - 1 Mile NNE
AC139	P30853	1/2 - 1 Mile NNE
AC140	P30854	1/2 - 1 Mile NNE
AC141	P30858	1/2 - 1 Mile NNE
AC142	P30860	1/2 - 1 Mile NNE
AC143	P30862	1/2 - 1 Mile NNE
AC144	P30867	1/2 - 1 Mile NNE
AC145	P30866	1/2 - 1 Mile NNE
AC146	P30863	1/2 - 1 Mile NNE
AC147	P30861	1/2 - 1 Mile NNE
AC148	P30855	1/2 - 1 Mile NNE
AC149	P30857	1/2 - 1 Mile NNE
AC150	P30865	1/2 - 1 Mile NNE
AC151	P30859	1/2 - 1 Mile NNE
AC152	P30864	1/2 - 1 Mile NNE
153	IL10164577	1/2 - 1 Mile SSE
154	P30891	1/2 - 1 Mile NNE
AD155	IL10165863	1/2 - 1 Mile East
AD156	IL10165864	1/2 - 1 Mile East
157	IL10166660	1/2 - 1 Mile WNW
158	IL10166711	1/2 - 1 Mile ENE
159	IL10166345	1/2 - 1 Mile ENE

PHYSICAL SETTING SOURCE MAP - 2321701.2s



County Boundary
Major Roads
Contour Lines
Earthquake epicenter, Richter 5 or greater
Water Wells
Public Water Supply Wells
Cluster of Multiple Icons

0 1/4 1/2 1 Miles

Groundwater Flow Direction
Indeterminate Groundwater Flow at Location
Groundwater Flow Varies at Location
Closest Hydrogeological Data

SITE NAME: Commercial Property	CLIENT: Midwest Env. Cons.Services Inc.
ADDRESS: 110 W. Madison Street Yorkville IL 60560	CONTACT: Steven Charron
LAT/LONG: 41.6407 / 88.4477	INQUIRY #: 2321701.2s DATE: September 18, 2008 3:44 pm

Copyright © 2008 EDR, Inc. © 2008 Tele Atlas Rel. 07/2007.

APPENDIX E

RESUMES/CERTIFICATIONS

Steven Charron

Environmental Professional

Qualifications:

Steven Charron of Midwest Environmental Consulting Services, Inc. has an AA in General Studies from Lincoln College in May 2000. Mr. Charron is currently working on a BS in Environmental Engineering. His prior experience consists of seventeen years of environmental consulting. He has performed nearly every type of environmental consulting service.

His current experience with technical consulting includes but is not limited to Phase I environmental site assessments, phase II investigations, underground storage tank project management, industrial hygiene, asbestos project management and air sampling, asbestos building inspections, and asbestos awareness training.

Education:

AA in General Studies – Lincoln College (2000).

Professional Certifications & Licenses:

Certified & licensed Asbestos Project Manager.
Certified & licensed Asbestos Building Inspector.
Certified & licensed Air Sampling Professional.

Professional Expertise:

- Phase 1 Environmental Assessment for Real Estate Transactions.
- Health & Safety Compliance Surveys & Consulting.
- OSHA & EPA Compliant Environmental Project Management.
- Asbestos Project Management & Consulting Services.
- Asbestos Building Inspections and Site Survey.

Technical & Professional Training

ASTM INTERNATIONAL

Steven Charron

Is Awarded 1.4 CEUs

for successful completion of the course on

Phase I Environmental Site Assessments for Commercial Real Estate

September 27-28, 2005
Chicago, IL

James A. Thomas
President

Scott W. Murphy
Director, Education Services

Daniel Medler

Operations Manager

Qualifications:

Daniel Medler of Midwest Environmental Consulting Services, Inc. has a BS in Environmental Health from Illinois State University in August 2001. His prior experiences have been with safety and industrial hygiene area and personnel monitoring at a chemical plant apart from consulting on various environmental issues.

His current experience with technical consulting includes but is not limited to environmental site assessments, and industrial hygiene, asbestos project management, asbestos building inspections, and asbestos air sampling.

Education:

BS in Environmental Health – Illinois State University (2001).

Professional Certifications & Licenses:

OSHA 40 Hr. Hazwoper Certified.
Certified ASTM Environmental Site Assessor for Commercial Real Estate.
Certified & licensed Asbestos Project Manager.
Certified & licensed Asbestos Building Inspector.
Certified & licensed Air Sampling Professional.

Professional Expertise:

- Phase 1 Environmental Assessment for Real Estate Transactions.
- Health & Safety Compliance Surveys & Consulting.
- OSHA & EPA Compliant Environmental Project Management.
- Asbestos Project Management & Consulting Services.
- Asbestos Building Inspections and Site Survey.

Technical & Professional Training

ASTM INTERNATIONAL

DANIEL MEDLER

Is Awarded 1.4 CEU'S

for successful completion of the course on

Environmental Site Assessments For Commercial Real Estate

September 9 – 10, 2003

St. Louis, MO

James A. Thomas
President

Scott W. Murphy
Director, Education Services

APPENDIX F

USER PROVIDED DOCUMENTATION

M.E.C. PROJECT
#08-09-451

CUSTOMER ORDER FORM

Notice for Midwest Environmental Consulting Services, Inc. to Proceed
☐ Phase I ☐ Phase II ☐ Phase III

Contact Person: _____ **Date**: _____

Business Name: _____ **Phone Number**:_____

SUBJECT PROPERTY INFORMATION

Prior to site visit are the following documents available?

Past environmental site assessment reports:	☐ Yes	☐ No	☑ Unknown
Past environment audit reports:	☐ Yes	☐ No	☑ Unknown
Environmental permits (for example, solid waste disposal permits, hazardous waste disposal permits, wastewater permits, NPDES permits:	☐ Yes	☐ No	☑ Unknown
Registrations for underground and aboveground storage tanks:	☐ Yes	☐ No	☑ Unknown
Material safety data sheets:	☐ Yes	☑ No	☐ Unknown
Community right-to-know plan:	☐ Yes	☑ No	☐ Unknown
Safety plans, preparedness and prevention plans, spill prevention, countermeasure, and control plans:	☐ Yes	☑ No	☐ Unknown
Reports regarding hydrogeological conditions on the property or surrounding area:	☐ Yes	☑ No	☑ Unknown
Notices or other correspondence from *any* government agency relating to past or current violations or environmental laws with respect to the property or relating environmental liens encumbering the property:	☐ Yes	☐ No	☑ Unknown
Hazardous waste generator notices or reports:	☐ Yes	☐ No	☑ Unknown
Name and telephone number of site contact	☑ Yes	☐ No	☐ Unknown
Name and address of report recipient (if other than yourself) also include your fax number, billing address, and e-mail address if possible	☑ Yes	☐ No	☐ Unknown
A plat of survey, which shows buildings and significant features	☑ Yes	☐ No	☐ Unknown
A description of current site uses and/or building tenants	☑ Yes	☐ No	☐ Unknown
An interior layout or floor plans in each building (A fire escape map, as provided to the local fire department would suffice)	☐ Yes	☑ No	☐ Unknown

Can provide from Records Office

Vacant

Midwest Environmental Consulting Services, Inc.
513 Countryside Center
Yorkville, IL 60560
(630) 553-3989 FAX (630) 553-3990

Copies of any past environmental studies including an asbestos survey for the property, insurance appraisals or geotechnical reports for the property*	☐ Yes	☐ No	☑ Unknown
Historical records of the property, including a list of current and past owners or lessees and possible company names	☑ Yes	☐ No	☐ Unknown
Copies of any current environmental permits held for the site	☐ Yes	☐ No	☑ Unknown
List of chemicals in use at the property other than cleaning/ maintenance products	☑ Yes	☐ No	☐ Unknown
A copy of manifest or bill of lading for any recent waste shipments (One for each waste stream)	☐ Yes	☑ No	☐ Unknown
Any current or past aerial photography	☑ Yes	☐ No	☐ Unknown

always emailed by Kendall County, Assume know.

None

Can get from recorders office on maps

*Physical description of the property from an appraisal report, which discusses the type of construction, square footage, etc.

P.I.N. Number: _____

Legal Description: _____

Business Name:: James K Smiley **Phone Number**: 630-553-4102

Property Contact Person: Same

Property Address: 110 W Madison **City**: Yorkville

State: IL **Zip**: 60560 **County**: Kendall

Fin Director

Client Signature

Please Note: Regulatory agencies have up to twenty business days to respond to our Freedom of Information Letters, any information that is provided to MECS beyond the stipulated time frame will be passed on to the user of the Phase 1 report as soon as possible.

Midwest Environmental Consulting Services, Inc.
513 Countryside Center
Yorkville, IL 60560
(630) 553-3989 FAX (630) 553-3990

APPENDIX G

RECORDS OF COMMUNICATION

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 – (217) 782-3397
JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH, SUITE 11-300. CHICAGO, IL 60601 – (312) 814-6026

ROD R. BLAGOJEVICH, GOVERNOR DOUGLAS P. SCOTT, DIRECTOR

9/19/2008

Steven Charron
Midwest Environmental Consulting
4 Bonnie Ln
Yorkville, IL 60560

Re: FREEDOM OF INFORMATION ACT (FOIA) REQUEST - OER # 0020092
NO INFORMATION FOUND

This letter is in response to your request for public records pursuant to the Freedom of Information Act ("FOIA") (5 ILCS 140/1 et.seq.) processed by the Office of Emergency Response.

Your request was received: 9/18/2008.
You requested information about: 110 W Madison St, Yorkville, Kendall County.

A search of our file index databases identified that there are no public records contained therein which match the parameters of your request.

Please contact me at 217/558-1677 for further assistance.

Sincerely,

Carolyn Wright

Carolyn Wright
FOIA Coordinator
Office of Emergency Response

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 – (217) 782-3397
JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH, SUITE 11-300, CHICAGO, IL 60601 – (312) 814-6026

ROD R. BLAGOJEVICH, GOVERNOR DOUGLAS P. SCOTT, DIRECTOR

September 19, 2008

Phone: 217/782-9878
Fax: 217/782-9290
www.epa.state.il.us/foia

Midwest Environmental Consulting
Attn: Mr. Steven Charron
4 Bonnie Lane
Yorkville, IL 60560 -

Re: Freedom of Information Act Request

Dear Mr. Charron:

This letter is in response to your Freedom of Information Act (FOIA) (5 IL .CS 140/1 et.seq.) request dated September 18, 2008 and received by the FOIA sector, Bureau of Land (BOL), at the Illinois Environmental Protection Agency (Illinois EPA) on September 18, 2008.

Following a search, the Illinois EPA determined there was no information in the Bureau of Land's records for the property(s) listed below.

BOL ID	Site Name	Site Address	Site City
	PROPERTY	110 W MADISON ST	YORKVILLE

Sincerely,

Jan Ogden, FOIA Coordinator
Records Management Unit
Bureau of Land

ID: 55272

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19506, SPRINGFIELD, ILLINOIS 62794-9506 – (217) 782-2113

ROD R. BLAGOJEVICH, GOVERNOR DOUGLAS P. SCOTT, DIRECTOR

(217) 782-2113

Monday, September 22, 2008

Midwest Environmental Consulting
Attn: Steven Charron
4 Bonnie Lane
Yorkville, IL 60560-

Re: FOIA Request Received 9/22/2008

Dear Mr. Charron:

The IEPA Bureau of Air does not have any files or permits for the facility(s) listed below.

Commercial Property
110 W. Madison Street
Yorkville IL

If you have any questions, please feel free to contact the FOIA Coordinator at the number indicated above.

Sincerely,

Edward C. Bakowski

Ed Bakowski
Manager, Permit Section - Acting
Division of Air Pollution Control

PRINTED ON RECYCLED PAPER

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 - (217) 782-2829
JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH, SUITE 11-300, CHICAGO, IL 60601 - (312) 814-6026

9/22/2008 ROD R. BLAGOJEVICH, GOVERNOR DOUGLAS P. SCOTT, DIRECTOR

Phone: 217/782-8482
Fax: 217/782-9891
Email: foia@illinois.gov

Steven Charron
Midwest Environmental Consulting
4 Bonnie Lane
Yorkville, IL 60560

RE: Request regarding information concerning property(s) in IL: **2008-3518**
Yorkville - 110 W. Madison St., IL

Dear Steven Charron:

The FOIA Sector, Bureau of Water, has processed your FOIA request **2008-3518** dated 9/18/2008 for public records pursuant to the Freedom of Information Act ("FOIA") (5 ILCS 140/1 et. Seq.). The Bureau of Water, Water Pollution Control Division has no information regarding the subject of your request, as referenced above.

The Bureau of Water, Division of Public Water Supplies' file's are structured around community water systems and would not have information regarding the referenced property(s) in your request. If you wish to receive any well data relative to particular community water supplies or facilities proximate to the site(s) in question the Bureau of Water respectfully requests that you resubmit this request with additional details. Specifically, the Division of Public Water Supplies will need the exact location of the site in question including a map of the site, at an appropriate scale, and the legal description of the property down to the ¼, ¼,¼ of the Section. Furthermore, the Division of Public Water Supplies needs to know the size or extent of the area of concern (e.g., "x" distance from the site in question).

Please contact me at the above referenced number, if you require further assistance.

Sincerely,

Janet Christer

Janet Christer
FOIA Coordinator, Records Unit
Bureau of Water
cc: File

Facility Search Results

No Search Results Found. Try broadening your search for example changing the status from active to all.

United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560
Telephone: 630-553-4350
Fax: 630-553-7575

Please return to:
Lisa Pickering,
Deputy Clerk

UNITED CITY OF YORKVILLE
REQUEST FOR RECORDS UNDER THE FREEDOM OF INFORMATION ACT
(Please Print)

NAME OF PERSON / ORGANIZATION STEVEN CHARRON / MIDWEST ENV.
ADDRESS 4 BONNIE LANE
CITY YORKVILLE STATE IL ZIP 60560
PHONE 630-553-3989 EMAIL scharron@mec-us.com

Under the Freedom of Information Act of the State of Illinois, I hereby request a copy of the following record(s).

Building Permits issued for:
Furner Kendall County Jail
110 W. Madison Street
Yorkville, IL 60560
I would like to review the file if possible!

(In order to expedite the search for records, please describe as accurately and specifically as possible the records you are requesting.)

The City of Yorkville will respond to this request within seven (7) working days after the receipt of request.

The first 20 pages of copies for this request are free. A $.18 per page copying charge is applied after the 20th page. Tapes are $1.29 each; CDs are $0.30 each.

Steven Charron
Signature of person making this request

9/19/08
Date of Request

----------For Office Use Only----------

Request Received by:		Date of Denial:	
Date Request Received:		Denial Sent by:	
Due Date:		Denial Appeal Received:	
Extended Due Date: (if applicable)		Appeal Response Date:	
Date of Compliance:		Appeal Decision Completed:	
A RESPONSE TO THIS REQUEST MUST BE MADE BY:	____Clerk's Office ____Building & Safety ____Community Development ____Engineering ____Finance ____Human Resources ____Legal ____Police ____Public Works		
Department Response: (Please check one)	Information Attached	No Information Available	Information Available For Review at City Offices
Department Response: (Sign Here _____ and Return to Clerk's Office)			

APPENDIX H

TERMINOLOGY

TERMINOLOGY

The following provides definitions and descriptions of certain terms that may be used in this report. Italics indicate terms that are defined by ASTM Standard Practice E 1527. The Standard Practice should be referenced for further detail (such as the precise wording), related definitions or additional explanation regarding the meaning of terms.

Recognized environmental condition(s) (REC) - the presence or likely presence of any *hazardous substances* or *petroleum products* on a *property* under conditions that indicate an existing release, a past release, or a *material threat* of a release of any *hazardous substances* or *petroleum products* into structures on the *property* or into the ground, ground water, or surface water of the *property*. The term includes *hazardous substances* or *petroleum products* even under conditions in compliance with laws. The term is not intended to include *de minimis* conditions.

de minimis conditions – are conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be *de minimis* are not *recognized environmental conditions*.

Historical recognized environmental condition(s) (HREC) - environmental condition which in the past would have been considered a *recognized environmental condition*, but which may or may not be considered a *recognized environmental condition* currently. The final decision rests with the *environmental professional* and will be influenced by the current impact of the *historical recognized environmental condition* on the *property.* If a past release of any *hazardous substances* or *petroleum products* has occurred in connection with the *property*, with such remediation accepted by the responsible regulatory agency (for example, as evidenced by the issuance of a no further action letter or equivalent), this condition should be considered a *historical recognized environmental condition.*

Material threat – a physically observable or obvious threat, which is reasonably likely to lead to a release that, in the opinion of the *environmental professional*, is threatening and might result in impact to public health or the environment. An example might include an aboveground storage tank that contains a hazardous substance and which shows evidence of damage such that it may cause or contribute to tank integrity failure with a release of contents to the environment.

Material impact to public health or environment – a substantial risk of harm to public health or the environment resulting from the presence or likely presence of an existing release, a past release, or a *material threat* of a release of any *hazardous substances* or *petroleum products* into structures on the *property* or into the ground, ground water, or surface water of the *property*.

An example might include a release of a hazardous substance in concentrations exceeding applicable governmental agency standards under conditions that could reasonably and foreseeably result in substantial exposure to humans or substantial damage to natural resources. The risk of that exposure or damage would represent a material impact to public health or environment.

General risk of enforcement action – the likelihood that an environmental condition would be subject to enforcement action if brought to the attention of appropriate governmental agencies. If the circumstances suggest an enforcement action would be more likely than not, then the condition is considered a general risk of enforcement action.

Salvage Company Contact Log					
Architectural Artifacts	info@architecturalartifacts.com	4325 N. Ravenswood Avenue Chicago, IL 60613	773-348-0622	Emailed details on 6/15	No Response
Great Lakes Yard	meegan@greatlakesyard.com	2651 W.Lake Street Chicago, IL 60612	773-475-6202	Emailed details on 6/15	No Response
Urban Remains	staff@urbanremainschicago.com	1850 W. Grand Avenue Chicago, IL 60622	312-492-6254	Emailed details on 6/15	No Response
ReUse Depot	info@reusedepot.org	50 Madison Street Maywood, IL 60153	708-223-0502	Emailed details on 6/15	No Response
Vintage Brick Salvage	tom@bricksalvage.com	PO Box 57 Arlington Heights, IL 60006	847-714-3652	Emailed details on 6/15 after briefly discussing this with Tom	No Response
Windy City Antique Brick Company	julie@deltademolition.com	1031 S. Cicero Avenue Chicago, IL 60644	800-669-5304	Emailed details on 6/15 after briefly discussing this with Julie	No Response
Salvage Heaven	Recycle@SalvageHeaven.com	206 E. Lincoln Avenue Milwaukee, WI 53207	414-482-0268	Emailed details on 6/15	Tim Hansen (Owner) emailed back requesting interior pictures and inventory.
Deconstruction, Inc.	deconstructioninc@gmail.com	1010 Walsh Road Madison, WI 53714		Emailed details on 6/15	No Response

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

CONTRACT

THIS CONTRACT made this _____ day of _____, 2018, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the "*Owner*" and _____ located at _____ hereinafter called the "*Contractor*".

WITNESSETH:

WHEREAS, the Owner has heretofore solicited Bids for all labor and materials necessary to complete the work specified in this bid package;

WHEREAS, the Owner has found that the Contractor is the lowest responsible person submitting the bid for said work and has awarded the Contractor this contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the demolition of the building at 111 W. Madison Street and the subsequent site restoration, in accordance with the conditions and prices stated in the Request for Bid, Instructions to Persons submitting bids – General Conditions, Special Conditions, Insurance Requirements, Specifications and Plans, Bid, and Detail Exception Sheet all of which are made a part hereof and herein called the "*Contract Documents*".
2. The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE

By: _____

CONTRACTOR:

By: _____
Signature

Kenneth Snyder - President
Print Name and Title

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

Agenda Item Number

Planning and Zoning Commission #1

Tracking Number

PZC 2018-13 and PW 2018-69

Agenda Item Summary Memo

Title: Modifying Codified Ordinances for Small Cell Antenna Regulations

Meeting and Date: City Council - July 24, 2018

Synopsis: Consideration of updates to the Codified Chapter 8, Chapter 10 and Chapter 18 regarding small cell antennas.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett (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: Jason Engberg, Senior Planner
CC: Bart Olson, City Administrator
Krysti Barksdale-Noble, Community Development Director
Date: July 19, 2018
Subject: **PZC 2018-13** Chapter 18 Telecommunications Tower and Antenna Regulations Text Amendment

---

Summary:

Considerations for a text amendment to "Chapter 18 Telecommunications Tower and Antenna Regulations" within the Yorkville Zoning Ordinance were reviewed by the Planning and Zoning Commission at a special meeting held on July 18, 2018.

Municipalities throughout Illinois have seen a proliferation of small cell antenna applications from wireless/phone companies for both an array of improvements to existing utility poles and new poles within the right of way. The Illinois Municipal League has distributed model documents to assist municipalities in implementing allowed regulations under the newly adopted Small Wireless Facilities Deployment Act (P.A. 100-0585). Staff took the model and incorporated the recommendations into Titles 7, 8, and 10 of the City Code. The Planning and Zoning Commission reviewed the changes to Title 10 Zoning Ordinance being proposed by staff.

The changes to Chapter 18 include an updated definition of "Small Wireless Facility" to match the approved Act and it also matches the definition proposed to be included in Title 7 Chapter 8. The definitions were also cleaned up to eliminate items that are no longer relevant. The Ordinance already cross references Title 7 Chapter 8 if any facility is being constructed is located within the public right-of-way.

Planning and Zoning Commission Action:

The Planning and Zoning Commission reviewed the petitioner's request at the public hearing on July 18, 2018 and made the following action on the motion below:

In consideration of testimony presented during a Public Hearing on July 18, 2018, the Planning and Zoning Commission recommends approval to the City Council of a request to amend the definitions in Section 10-18-1 of the United City of Yorkville Zoning Ordinance as presented by staff in a memorandum dated July 18, 2018.

Action Item:
Olson-aye; Goins-aye; Horaz-aye; Marcum-aye; Vinyard-aye
5 ayes; 0 no

Memorandum

To: Public Works and Planning and Zoning Commission
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: July 17, 2018 & July 18, 2018
Subject: Modifying Codified Ordinance Chapter 8, Chapter 10 and18 for Small Wireless Facilities

---

Summary

Consideration of updates to the Codified Ordinance Chapter 8 Construction of Utility Facilities in Rights of Way, Chapter 10 Building Permit Fees and Chapter 18 Telecommunication and Antenna Regulations.

Background

Municipalities throughout Illinois have seen a proliferation of small cell antenna applications from wireless/phone companies for both an array of improvements to existing utility poles and new poles within the right of way. The City Council approved changes to Chapter 8 and Chapter 18 in June, 2017 when the Illinois Municipal League (IML) recommended changes to municipal ordinances regarding small cell siting within the rights-of-way in anticipation of the recently approved legislation. Once again, the IML has distributed model documents to assist municipalities in implementing allowed regulations under the newly adopted Small Wireless Facilities Deployment Act (P.A. 100-0585).

Staff took the model and incorporated the recommendations for the Small Wireless Facilities into Chapter 8 Construction of Utility Facilities in Rights of Way, Chapter 10 Building Permit Fees and Chapter 18 Telecommunication and Antenna Regulations of the City's Codified Ordinances. All of these Ordinances will be reviewed by the Public Works Committee on July 17th. Chapter 18 will additionally go to the July 18th Special PZC meeting for a Public Hearing regarding a Text Amendment to the Chapter, because it is a Chapter within the Zoning Code and then back to City Council for a vote on all Ordinances, with the anticipated meeting date of July 24, 2018.

In the attached red-lined version of Chapter 8, staff added several definitions per the IML recommended ordinance. A "Collocate or Collocation" definition was added. This definition is the trend that other municipalities are seeing installed, where the installation of the wireless facilities is on or adjacent to a wireless support structure or existing utility pole. A definition was also added for "Small Wireless Facility" which accompanies the definition which was added in 2017 of Small Cell Facilities, only this is a wireless facility. Within Chapter 8, Section 15, Location of Facilities, Free Standing Facilities – Above Ground, staff deleted the nine additional requirements for above ground free standing facilities that were added in 2017 per the IML. The new section that was added to the chapter regarding small wireless facilities is: 7-8-17: Small Wireless Facilities. This new section includes regulation for permitted uses, the permit process, including the application process, conditions, including height, spacing and design, and exceptions. All other items and processes within the Chapter remain the same. A permit is required for construction and will be reviewed by staff and the variance process also remains the same. The following is a break-down of the new processes:

Type of Facility Most Likely to be Applied for:

Small Wireless Facility: A wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Proposed Application Process:

In order to apply for a permit an application must be received stating:

- The site specific structural integrity and a make-ready analysis of a municipal utility pole as prepared by a structural engineer;
- The location where each proposed small wireless facility or utility pole would be installed including a depiction of the completed facility; specifications and drawings of each facility as it is proposed to be installed by a structural engineer;
- The equipment type and model numbers for the antennas and all other wireless equipment associated with the facility;
- A proposed schedule of the installation and completion of each facility;
- Certification that the collocation complies with the collocation requirements (as written in the ordinance);
- If the facility is to be attached to an existing pole owned by an entity other than the City, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation.

Processing Application:

The City shall process the application on a first come first serve basis for collocation on the same utility pole or wireless support structure. It shall be processed on a nondiscriminatory basis and shall be deemed approved if the City fails to approve or deny the application within 90 days after the submission of a completed application. However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of the completed application. The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Ordinance.

Denial of Application:

The City shall deny an application which does not meet the requirements of this proposed ordinance. If there is a concern of public safety or if the utility pole or wireless support structure is required to be replaced before the requested collocation approval shall be conditioned on the replacement at the cost of the provider. The City shall document the basis for denial and send the documentation to the applicant on or before the day the City denies an application. The applicant may cure the deficiencies identified by the City and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The City shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require

the applicant to submit a new application with applicable fees and recommencement of the City's review period. If the cure requires a new location, new or different structure to be collocated upon, new antennas or other wireless equipment associated with the small wireless facility the revised application does not apply. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the City and the applicant shall enter into a Master Pole Attachment Agreement, provided by the City for the initial collocation on a municipal utility pole by the application. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the City and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement.

Consideration of Completeness of Application:

Within 30 days after receiving an application, the City shall determine whether the application is complete and notify the applicant. If an application is incomplete, the City must specifically identify the missing information. An application shall be deemed complete if the City fails to provide notification to the applicant within 30 days after all documents, information and fees specifically enumerated in the City's permit application form are submitted by the applicant to the City. Processing deadlines are tolled from the time the City sends the notice of incompleteness to the time the applicant provides the missing information.

Collocation Applications:

An applicant seeking to collocate small wireless facilities within the jurisdiction of the City shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. If an application includes multiple small wireless facilities, the City may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The City may issue separate permits for each collocation that is approved in a consolidated application.

Duration of Permits:

The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the City makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable City codes or any provision, condition or requirement contained in this Ordinance. If the Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the applicable City code provisions or regulations in effect at the time of renewal.

Maintenance of Facilities:

The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Ordinance. The wireless provider shall ensure that its employees, agents or contracts that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

Height Requirements:

The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

a. 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the City, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the City, provided the City may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or
b. 45 feet above ground level.

Completion of Collocation Timeframe:

Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the City and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the City grants an extension in writing to the applicant.

Annual Recurring Rate to Collocate:

A wireless provider shall pay to the City an annual recurring rate to collocate a small wireless facility on a City utility pole located in a right-of-way that equals (i) $200 per year or (ii) the actual, direct and reasonable costs related to the wireless provider's use of space on the City utility pole. If the City has not billed the wireless provider actual and direct costs, the fee shall be $200 payable on the first day after the first annual anniversary of the issuance of the permit or notice of intent to collocate, and on each annual anniversary date thereafter.

Abandonment:

A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the City notifying the wireless provider of the abandonment. The notice shall be sent by certified or registered mail, return receipt requested, by the City to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the City may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery. A wireless provider shall provide written notice to the City if it sells or transfers small wireless facilities within the jurisdiction of the City. Such notice shall include the name and contact information of the new wireless provider.

Additionally, changes to Chapter 10, Building Permit Fees reflect the one-time application fees that were included in the Small Wireless Facilities Deployment Act (P.A. 100-0585). 3 categories were added as follows:

Small wireless facility on an existing utility pole or wireless support structure	$650.00
Small wireless facility in a consolidated application for more than one facility on existing poles or wireless support structure.	$350.00
Small wireless facility installation on a new utility pole.	$1000.00

The changes to Chapter 18, which are also red-lined, include an updated definition of “Small Wireless Facility” to match the approved Act and it also matches the definition proposed to be included in Chapter 8. The definitions were also cleaned up to eliminate items that are no longer relevant. The Ordinance already cross references Chapter 8 if any facility is being constructed is located within the public right-of-way.

Recommendation

Staff recommends approval of the updates to the Codified Ordinance Chapter 8 Construction of Utility Facilities in Rights of Way, Chapter 10 Building Permit Fees and Chapter 18 Telecommunication and Antenna Regulations as it relates to Small Wireless Facilities.

Ordinance No. 2018-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING THE YORKVILLE ZONING ORDINANCE BY ADDING SMALL WIRELESS FACILITIES

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

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

WHEREAS, the City filed seeking an amendment to the Yorkville Zoning Ordinance to comply with Public Act 100-0585, effective June 1, 2018, adopting the Small Wireless Facilities Deployment Act which specifies how municipalities may regulate certain conditions of the collocation of small wireless facilities; and,

WHEREAS, the Corporate Authorities desires to regulate the installation and location of small wireless facilities to minimize these adverse impacts and to equitably allocate opportunities to install and maintain such facilities at locations within the City in accordance with applicable federal Law and the Small Wireless Facilities Deployment Act; and,

WHEREAS, the Planning and Zoning Commission convened and held a public hearing on July 18, 2018, to consider the request and made Findings of Fact and Recommendations to the City Council to approve the requested text amendments.

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

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

Section 2: That Section 10-18-1, Definitions, of Chapter 18, Telecommunication Tower and Antenna Regulations, of the United City of Yorkville Zoning Ordinance of the Yorkville City Code is hereby amended as follows:

A. The definition of "ANTENNA" is amended to read as follows: "Communications equipment that transmits or receives electromagnetic radio signals used in the provision of any type of wireless communications services not including small wireless facilities."
B. The definition of "Personal Wireless Facility" and "Personal Wireless Services" be and are hereby deleted.
C. The definition of "SMALL WIRELESS FACILITY" is added to read as follows: "SMALL WIRELESS FACILITY: A wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements,

the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services. Small wireless facilities are permitted uses if they are collocated in right-of-way in any zoning district or outside rights-of-way in property zoned exclusively for commercial or industrial use."

Section 3: That Subsection 10-18-5A.1, of Section 10-18-5, Special Uses and Accessory Uses, of Chapter 18, Telecommunication Tower and Antenna Regulations, of the United City of Yorkville Zoning Ordinance of the Yorkville City Code is hereby amended to read as follows:

"1. Radio and telecommunications antennas, antenna structures and towers used for radio transmission, or television transmission shall be subject to the special use provisions contained within section 10-4-9 of this title and applications for special use permits shall be subject to the procedures and requirements of this title, except as modified in this chapter."

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

Ordinance No. 2018-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AMENDING THE REGULATIONS FOR COLLOCATION OF SMALL WIRELESS FACILITIES

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

WHEREAS, the City uses the public rights-of-way within its corporate limits to provide essential public services to its residents and businesses and is authorized to regulate the public right-of-way under Section 11-80-1 of the Illinois Municipal Code (65 ILCS 5/11-80-1 et seq.); and,

WHEREAS, the public rights-of-way within the City are a limited public resource held by the City for the benefit of its citizens and the City has a custodial duty to ensure that the public rights-of-way are used, repaired and maintained in a manner that best serves the public interest; and,

WHEREAS, Public Act 100-0585, effective June 1, 2018, adopted the Small Wireless Facilities Deployment Act which specifies how municipalities may regulate certain conditions of the collocation of small wireless facilities; and,

WHEREAS, the Mayor and City Council (the "Corporate Authorities") has previously adopted in Chapter 8, entitled *CONSTRUCTION OF UTILITY FACILITIES IN RIGHTS-OF-WAY*, of Title 7 of the Yorkville City Code, that established policies and procedures for construction of facilities on rights-of-way within the City which provides public benefit consistent with the preservation of the integrity, safe usage and visual qualities of the City's rights-of-way and the City as a whole; and,

WHEREAS, wireless telecommunication providers desire to install numerous new small wireless facilities located within public rights-of-way within the City; and,

WHEREAS, the Corporate Authorities desires to regulate the installation and location of small wireless facilities to minimize these adverse impacts and to equitably allocate opportunities to install and maintain such facilities at locations within the City in accordance with applicable federal Law and the Small Wireless Facilities Deployment Act; and,

WHEREAS, the Corporate Authorities finds that it is in the best interests of the public health, safety and general welfare of the City to adopt the ordinance below in order to establish generally applicable standards for construction, installation, use, maintenance and repair of such small wireless facilities, systems and installations within the public right-of-way in the City so as to, among other things: (i) prevent interference with the facilities and operations of the City's utilities and of other utilities lawfully located in public right-of-way or property, (ii) provide specific regulations and standards for the placement and siting of small wireless facilities within

public right-of-way in the City, (iii) preserve the character of the neighborhoods in which facilities are installed, (iv) minimize any adverse visual impact of small wireless facilities and prevent visual blight in the neighborhoods in which facilities are installed, (v) facilitate the location of small wireless facilities in permitted locations within the public right-of-way in the City, and (vi) assure the continued safe use and enjoyment of private properties adjacent to small wireless facilities.

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

Section 1: That Section 7-8-2 of the Yorkville City Code, as amended, be and is hereby amended by adding the following definitions:

"COLLOCATE or COLLATION: To install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

COMMUNICATIONS SERVICE: Cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.

COMMUNICATION SERVICE PROVIDER: A cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.

FCC: The Federal Communications Commission of the United States.

MICRO WIRELESS FACILITY: A small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

MUNICIPAL UTILITY POLE: A utility pole owned or operated by the City in public rights-of-way.

PUBLIC SAFETY AGENCY: The functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

SMALL WIRELESS FACILITY: A wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

WIRELESS FACILITY: Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas,

coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

WIRELESS INFRASTRUCTURE PROVIDER: Any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the City.

WIRELESS PROVIDER: A wireless infrastructure provider or a wireless services provider.

WIRELESS SERVICES: Any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the City.

WIRELESS SUPPORT STRUCTURE: A freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility pole."

and amend the following definition:

"UTILITY POLE: An upright pole designed and used to support electric cables, telephone cables, telecommunication cables, cable service cables, communication service provider, which are used to provide lighting, traffic control, signage, or a similar function."

Section 2: That Subsection 7-8-15F. of the Yorkville City Code, as amended, be and is hereby amended by deleting subparagraphs 4 through 13.

Section 3: That Sections 7-8-17 through 7-8-23 of the Yorkville City Code, as amended, be and are renumbered as Sections 7-8-18 through 7-8-24.

Section 4: That the Yorkville City Code, as amended, be and is hereby amended by adding a new Section 7-8-17 read as follows:

"7-8-17: SMALL WIRELESS FACILITIES

A. Permitted Use. Small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in paragraph (9) regarding Height Exceptions or Variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.

B. Permit Required. An applicant shall obtain one or more permits from the City to collocate a small wireless facility. An application shall be received and processed, and permits issued shall be subject to the following conditions and requirements:

(1) Application Requirements. A wireless provider shall provide the following information to the City, together with the City's Small Cell Facilities Permit Application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:

a. Site specific structural integrity and, for a municipal utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;

b. The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;

c. Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;

d. The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;

e. A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and

f. Certification that the collocation complies with the Collocation Requirements and Conditions contained herein, to the best of the applicant's knowledge.

g. In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the City, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation.

(2) Application Process. The City shall process applications as follows:

a. The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.

b. An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and

shall be deemed approved if the City fails to approve or deny the application within 90 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Ordinance.

c. An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis and deemed approved if the City fails to approve or deny the application within 120 days after the submission of a completed application.

   However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application.
   The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Ordinance.

d. The City shall deny an application which does not meet the requirements of this Ordinance.

   If the City determines that applicable codes, ordinances or regulations that concern public safety, or the Collocation Requirements and Conditions contained herein require that the utility pole or wireless support structure be replaced before the requested collocation, approval shall be conditioned on the replacement of the utility pole or wireless support structure at the cost of the provider.
   The City shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the City denies an application.
   The applicant may cure the deficiencies identified by the City and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The City shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require the applicant to submit a

new application with applicable fees, and recommencement of the City's review period.

The applicant must notify the City in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

e. Pole Attachment Agreement. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the City and the applicant shall enter into a Master Pole Attachment Agreement, provided by the City for the initial collocation on a municipal utility pole by the application. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the City and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement.

(3) Completeness of Application. Within 30 days after receiving an application, the City shall determine whether the application is complete and notify the applicant. If an application is incomplete, the City must specifically identify the missing information. An application shall be deemed complete if the City fails to provide notification to the applicant within 30 days after all documents, information and fees specifically enumerated in the City's permit application form are submitted by the applicant to the City.

Processing deadlines are tolled from the time the City sends the notice of incompleteness to the time the applicant provides the missing information.

(4) Tolling. The time period for applications may be further tolled by:

a. An express written agreement by both the applicant and the City; or

b. A local, State or federal disaster declaration or similar emergency that causes the delay.

(5) Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the City shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the City may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or

that do not qualify for consolidated treatment or that are denied. The City may issue separate permits for each collocation that is approved in a consolidated application.

(6) Duration of Permits. The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the City makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable City codes or any provision, condition or requirement contained in this Ordinance.

If the Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the applicable City code provisions or regulations in effect at the time of renewal.

(7) Means of Submitting Applications. Applicants shall submit applications, supporting information and notices to the City by personal delivery at the City's designated place of business, by regular mail postmarked on the date due or by any other commonly used means, including electronic mail or via the City's website.

C. Collocation Requirements and Conditions.

(1) Public Safety Space Reservation. The City may reserve space on municipal utility poles for future public safety uses, for the City's electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility unless the City reasonably determines that the municipal utility pole cannot accommodate both uses.

(2) Installation and Maintenance. The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Ordinance. The wireless provider shall ensure that its employees, agents or contracts that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

(3) No interference with public safety communication frequencies. The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications.

A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.
Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.
If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall remedy the interference in a manner consistent with the abatement and resolution procedures for interference with public safety

spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.
The City may terminate a permit for a small wireless facility based on such interference if the wireless provider is not in compliance with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

(4) The wireless provider shall not collocate small wireless facilities on City utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the City utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole.
For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

(5) The wireless provider shall comply with all applicable codes and local code provisions or regulations that concern public safety.

(6) The wireless provider shall comply with written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment and aesthetic requirements that are set forth in a City ordinance, written policy adopted by the City, a comprehensive plan or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.

(7) Alternate Placements. Except as provided in this Collocation Requirements and Conditions Section, a wireless provider shall not be required to collocation small wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for the collocation of a small wireless facility associated with a new utility pole, the City may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within 100 feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the City, the applicant shall provide written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

(8) Height Limitations. The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

a. 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the City, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the City, provided the City may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or

b. 45 feet above ground level.

(9) Height Exceptions or Variances. If an applicant proposes a height for a new or replacement pole in excess of the above height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply for a variance in conformance with procedures, terms and conditions set forth in section 7-8-22 below.

(10) Contractual Design Requirements. The wireless provider shall comply with requirements that are imposed by a contract between the City and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.

(11) Ground-mounted Equipment Spacing. The wireless provider shall comply with applicable spacing requirements in applicable codes and ordinances concerning the location of ground-mounted equipment located in the right-of-way if the requirements include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.

(12) Undergrounding Regulations. The wireless provider shall comply with local code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval if the requirements include a waiver, zoning or other process that addresses requests to install such new utility poles or modify such existing utility poles and do not prohibit the replacement of utility poles.

(13) Collocation Completion Deadline. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the City and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request

within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the City grants an extension in writing to the applicant.

D. Application:

(1) The City shall not require an application, approval or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:

a. routine maintenance;

b. the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the City at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with subsection d. under the Section titled Application Requirements; or

c. the installation, placement, maintenance, operation or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.

(2) Wireless providers shall secure a permit from the City to work within rights-of-way for activities that affect traffic patterns or require lane closures.

E. Exceptions to Applicability. Nothing in this Ordinance authorizes a person to collocate small wireless facilities on:

(1) property owned by a private party or property owned or controlled by the City or another unit of local government that is not located within rights-of-way, or a privately owned utility pole or wireless support structure without the consent of the property owner;

(2) property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes without the consent of the affected district, excluding the placement of facilities on rights-of-way located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or

(3) property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in Section 16-102 of the Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. The provisions of this Ordinance do not apply to an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Public Utilities Act.

For the purposes of this subsection, "public utility" has the meaning given to that term in Section 3-105 of the Public Utilities Act. Nothing in this Ordinance shall be construed to relieve any person from any requirement (a) to obtain a franchise or a State-issued authorization to offer cable service or video service or (b) to obtain any required permission to install, place, maintain, or operate communications facilities, other than small wireless facilities subject to this Ordinance.

F. Pre-Existing Agreements. Existing agreements between the City and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on City utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the City's utility poles pursuant to applications submitted to the City before June 1, 2018, subject to applicable termination provisions contained therein. Agreements entered into after June 1, 2018, shall comply with this Ordinance.

A wireless provider that has an existing agreement with the City on the effective date of the Act may accept the rates, fees and terms that the City makes available under this Ordinance for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are the subject of an application submitted two or more years after the effective date of the Act by notifying the City that it opts to accept such rates, fees and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the City's utility poles pursuant to applications submitted to the City before the wireless provider provides such notice and exercises its option under this paragraph.

G. Annual Recurring Rate. A wireless provider shall pay to the City an annual recurring rate to collocate a small wireless facility on a City utility pole located in a right-of-way that equals (i) $200 per year or (ii) the actual, direct and reasonable costs related to the wireless provider's use of space on the City utility pole.

If the City has not billed the wireless provider actual and direct costs, the fee shall be $200 payable on the first day after the first annual anniversary of the issuance of the permit or notice of intent to collocate, and on each annual anniversary date thereafter.

H. Abandonment. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the City notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the City to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the City may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

A wireless provider shall provide written notice to the City if it sells or transfers small wireless facilities within the jurisdiction of the City. Such notice shall include the name and contact information of the new wireless provider.

I. Dispute Resolution. The Circuit Court of Kendall County shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on municipal utility poles within the right-of-way, the City shall allow the collocating person to collocate on its poles at annual rates of no more than $200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.

J. Indemnification. A wireless provider shall indemnify and hold the City harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the City improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Ordinance and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the City or its employees or agents. A wireless provider shall further waive any claims that they may have against the City with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

K. Insurance. The wireless provider shall carry, at the wireless provider's own cost and expense, the following insurance:

(i) property insurance for its property's replacement cost against all risks;
(ii) workers' compensation insurance, as required by law;
OR
(iii) commercial general liability insurance with respect to its activities on the City improvements or rights-of-way to afford minimum protection limits consistent with its requirements of other users of City improvements or rights-of-way, including coverage for bodily injury and property damage.

The wireless provider shall include the City as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the City in a commercial general liability policy prior to the collocation of any wireless facility.
A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the City. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this Section. A wireless provider that elects to self-insure shall provide to the City evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the City."

Section 5: That Section 8-10-1A, Fee Schedule, of the Yorkville City Code, as amended, be and is hereby amended by adding the following subsections after Telecommunication tower, Equipment shelter building for tower, and Additional antenna or a single user group of antennas on existing tower:

Small wireless facility on an existing utility pole or wireless support structure	$650.00
Small wireless facility in a consolidated application for more than one facility on existing poles or wireless support structure.	$350.00
Small wireless facility installation on a new utility pole.	$1000.00

Section 6: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

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

Chapter 8
CONSTRUCTION OF UTILITY FACILITIES IN RIGHTS OF WAY

7-8-1: PURPOSE AND SCOPE:
7-8-2: DEFINITIONS:
7-8-3: ANNUAL REGISTRATION REQUIRED:
7-8-4: PERMIT REQUIRED; APPLICATIONS AND FEES:
7-8-5: ACTION ON PERMIT APPLICATIONS:
7-8-6: EFFECT OF PERMIT:
7-8-7: REVISED PERMIT DRAWINGS:
7-8-8: INSURANCE:
7-8-9: INDEMNIFICATION:
7-8-10: SECURITY:
7-8-11: PERMIT SUSPENSION AND REVOCATION:
7-8-12: CHANGE OF OWNERSHIP OR OWNER'S IDENTITY OR LEGAL STATUS:
7-8-13: GENERAL CONSTRUCTION STANDARDS:
7-8-14: TRAFFIC CONTROL:
7-8-15: LOCATION OF FACILITIES:
7-8-16: CONSTRUCTION METHODS AND MATERIALS:
7-8-17: SMALL WIRELESS FACILITIES
7-8-~~17~~18: VEGETATION CONTROL:
7-8-~~18~~19: REMOVAL, RELOCATION, OR MODIFICATIONS OF UTILITY FACILITIES:
7-8-~~19~~20: CLEANUP AND RESTORATION:
7-8-~~20~~21: MAINTENANCE AND EMERGENCY MAINTENANCE:
7-8-~~21~~22: VARIANCES:
7-8-~~22~~23: PENALTIES:
7-8-~~23~~24: ENFORCEMENT:

7-8-1: PURPOSE AND SCOPE:

A. Purpose: The purpose of this chapter is to establish policies and procedures for constructing facilities on rights of way within the city's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the city rights of way and the city as a whole.

B. Intent: In enacting this chapter, the city intends to exercise its authority over the rights of way in the city and, in particular, the use of the public ways and property by utilities, by establishing uniform standards to address issues presented by utility facilities, including, without limitation:

1. Prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;

2. Prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;

3. Prevent interference with the facilities and operations of the city's utilities and of other utilities lawfully located in rights of way or public property;

4. Protect against environmental damage, including damage to trees, from the installation of utility facilities;

5. Protect against increased storm water runoff due to structures and materials that increase impermeable surfaces;

6. Preserve the character of the neighborhoods in which facilities are installed;

7. Preserve open space, particularly the tree lined parkways that characterize the city's residential neighborhoods;

8. Prevent visual blight from the proliferation of facilities in the rights of way; and

9. Assure the continued safe use and enjoyment of private properties adjacent to utility facilities locations.

C. Facilities Subject To This Chapter: This chapter applies to all facilities on, over, above, along, upon, under, across, or within the rights of way within the jurisdiction of the city. A facility lawfully established prior to the effective date of this chapter may continue to be maintained, repaired and operated by the utility as presently constructed and located, except as may be otherwise provided in any applicable franchise, license or similar agreement.

D. Franchises, Licenses, Or Similar Agreements: The city, in its discretion and as limited by law, may require utilities to enter into a franchise, license or similar agreement for the privilege of locating their facilities on, over, above, along, upon, under, across, or within the City rights-of-way. Utilities that are not required by law to enter into such an agreement may request that the City enter into such an agreement. In such an agreement, the City may provide for terms and conditions inconsistent with this chapter.

E. Effect Of Franchises, Licenses, Or Similar Agreements:

1. Utilities Other Than Telecommunications Providers: In the event that a utility other than a telecommunications provider has a franchise, license or similar agreement with the City, such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

2. Telecommunications Providers: In the event of any conflict with, or inconsistency between, the provisions of this chapter and the provisions of any franchise, license or similar agreement between the City and any telecommunications provider, the provisions of such franchise, license or similar

agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

F. Conflicts With Other Chapters: This chapter supersedes all chapters or parts of chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

G. Conflicts With State And Federal Laws: In the event that applicable Federal or State laws or regulations conflict with the requirements of this chapter, the utility shall comply with the requirements of this chapter to the maximum extent possible without violating Federal or State laws or regulations.

H. Sound Engineering Judgment: The City shall use sound engineering judgment when administering this chapter and may vary the standards, conditions, and requirements expressed in this chapter when the City so determines. Nothing herein shall be construed to limit the ability of the City to regulate its rights-of-way for the protection of the public health, safety and welfare. (Ord. 2007-97, 12-18-2007)

7-8-2: DEFINITIONS:

As used in this chapter and unless the context clearly requires otherwise, the words and terms listed shall have the meanings ascribed to them in this section. Any term not defined in this section shall have the meaning ascribed to it in 92 Illinois Administrative Code section 530.30, unless the context clearly requires otherwise.

AASHTO: American Association of State Highway and Transportation Officials.

ANSI: American National Standards Institute.

ASTM: American Society for Testing and Materials.

ALTERNATIVE ANTENNA STRUCTURE: An existing pole or other structure within the public right-of-way that can be used to support an antenna and is not a utility pole or a City-owned infrastructure that may be designed to shield, conceal or disguise the presence of antennas or towers and blend with the surrounding setting. Alternative structures may include, but are not limited to, unobtrusive architectural features on new or existing structures, clock towers, flagpoles and church steeples.

ANTENNA: Communications equipment that transmits or receives electromagnetic radio signals used in the provision of any type of wireless communications services.

APPLICANT: A person applying for a permit under this chapter.

BACKFILL: The methods or materials for replacing excavated material in a trench or pit.

BORE OR BORING: To excavate an underground cylindrical cavity for the insertion of a pipe or electrical conductor.

CABLE OPERATOR: As defined in 47 USC 522(5).

CABLE SERVICE: As defined in 47 USC 522(6).

CABLE SYSTEM: As defined in 47 USC 522(7).

CARRIER PIPE: The pipe enclosing the liquid, gas or slurry to be transported.

CASING: A structural protective enclosure for transmittal devices such as: carrier pipes, electrical conductors, and fiber optic devices.

CITY: The United City of Yorkville, Illinois.

CITY-OWNED INFRASTRUCTURE: Infrastructure in public right-of-way within the boundaries of the City, including, but not limited to, streetlights, traffic signals, towers, structures, or buildings owned, operated or maintained by the City.

CLEAR ZONE: The total roadside border area, starting at the edge of the pavement, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a nonrecoverable slope, and a clear run out area. The desired width is dependent upon the traffic volumes and speeds, and on the roadside geometry. Distances are specified in the AASHTO "Roadside Design Guide".

COATING: Protective wrapping or mastic cover applied to buried pipe for protection against external corrosion.

CODE: The Municipal Code of the United City of Yorkville, Illinois.

COLLOCATE or COLLATION: To install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

COMMUNICATIONS SERVICE: Cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.

COMMUNICATION SERVICE PROVIDER: A cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.

CONDUCTOR: Wire carrying electrical current.

CONDUIT: A casing or encasement for wires or cables.

CONSTRUCTION OR CONSTRUCT: The installation, repair, maintenance, placement, alteration, enlargement, demolition, modification or abandonment in place of facilities.

COVER: The depth of earth or backfill over buried utility pipe or conductor.

CROSSING FACILITY: A facility that crosses one (1) or more right-of-way lines of a right-of-way.

DIRECTOR OF PUBLIC WORKS: The City Director of Public Works or his or her designee.

DISRUPT THE RIGHT-OF-WAY: For the purposes of this chapter, any work that obstructs the right-of-way or causes a material adverse effect on the use of the right-of-way for its intended use. Such work may include, without limitation, the following: excavating or other cutting; placement (whether temporary or permanent) of materials, equipment, devices, or structures; damage to vegetation; and compaction or loosening of the soil, and shall not include the parking of vehicles or equipment in a manner that does not materially obstruct the flow of traffic on a highway.

DISTRIBUTED ANTENNA SYSTEM (DAS): A type of personal wireless telecommunication facility consisting of a network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area.

EMERGENCY: Any immediate maintenance to the facility required for the safety of the public using or in the vicinity of the right-of-way or immediate maintenance required for the health and safety of the general public served by the utility.

ENCASEMENT: Provision of a protective casing.

ENGINEER: The City Engineer or his or her designee.

EQUIPMENT: Materials, tools, implements, supplies, and/or other items used to facilitate construction of facilities.

EXCAVATION: The making of a hole or cavity by removing material, or laying bare by digging.

EXTRA HEAVY PIPE: Pipe meeting ASTM standards for this pipe designation.

FACILITY: All structures, devices, objects, and materials (including, but not limited to, track and rails, wires, ducts, fiber optic cable, antennas, vaults, boxes, equipment enclosures, cabinets, pedestals, poles, conduits, grates, covers, pipes, cables, and appurtenances thereto) located on, over, above, along, upon, under, across, or within rights-of-way under this chapter. For purposes of this chapter, the term "facility" shall not include any facility owned or operated by the City.

FCC: The Federal Communications Commission of the United States.

FREESTANDING FACILITY: A facility that is not a crossing facility or a parallel facility, such as an antenna, transformer, pump, or meter station.

FRONTAGE ROAD: Roadway, usually parallel, providing access to land adjacent to the highway where it is precluded by control of access to a highway.

HAZARDOUS MATERIALS: Any substance or material which, due to its quantity, form, concentration, location, or other characteristics, is determined by the City Engineer to pose an unreasonable and imminent risk to the life, health or safety of persons or property or to the

ecological balance of the environment, including, but not limited to, explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiology (biological) agents, flammables, corrosives or any substance determined to be hazardous or toxic under any Federal or State law, statute or regulation.

HIGHWAY: A specific type of right-of-way used for vehicular traffic including rural or urban roads or streets. "Highway" includes all highway land and improvements, including roadways, ditches and embankments, bridges, drainage structures, signs, guardrails, protective structures and appurtenances necessary or convenient for vehicle traffic.

HIGHWAY CODE: The Illinois Highway Code, 605 Illinois Compiled Statutes 5/1-101 et seq., as amended from time to time.

HOLDER: A person or entity that has received authorization to offer or provide cable or video service from the ICC pursuant to the Illinois Cable and Video Competition Law, 220 Illinois Compiled Statutes 5/21-401.

ICC: Illinois Commerce Commission.

IDOT: Illinois Department of Transportation.

JULIE: The Joint Utility Locating Information for Excavators Utility Notification Program.

JACKING: Pushing a pipe horizontally under a roadway by mechanical means with or without boring.

JETTING: Pushing a pipe through the earth using water under pressure to create a cavity ahead of the pipe.

JOINT USE: The use of pole lines, trenches or other facilities by two (2) or more utilities.

LANDSCAPE SCREENING: The installation at grade of plantings, shrubbery, bushes or other foliage intended to screen the base of a personal wireless telecommunication facility from public view.

MAJOR INTERSECTION: The intersection of two (2) or more major arterial highways.

MICRO WIRELESS FACILITY: A small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

MONOPOLE: A structure composed of a single spire, pole or tower designed and used to support antennas or related equipment and that is not a utility pole, an alternative antenna structure, or a City-owned infrastructure.

MUNICIPAL UTILITY POLE: A utility pole owned or operated by the City in public rights-of-way.

OCCUPANCY: The presence of facilities on, over or under right-of-way.

PARALLEL FACILITY: A facility that is generally parallel or longitudinal to the centerline of a right-of-way.

PARKWAY: Any portion of the right-of-way not improved by street or sidewalk.

PAVEMENT CUT: The removal of an area of pavement for access to a facility or for the construction of a facility.

PERMITTEE: That entity to which a permit has been issued pursuant to sections 7-8-4 and 7-8-5 of this chapter.

PERSONAL WIRELESS TELECOMMUNICATION ANTENNA: An antenna that is part of a personal wireless telecommunications facility.

PERSONAL WIRELESS TELECOMMUNICATION EQUIPMENT: Equipment, exclusive of an antenna, that is part of a personal wireless telecommunications facility.

PERSONAL WIRELESS TELECOMMUNICATION FACILITY: An antenna, equipment, and related improvements used, or designed to be used, to provide wireless transmission of voice, data video streams, images, or other information including, but not limited to, cellular phone service, personal communication service, paging, and Wi-Fi antenna service.

PETROLEUM PRODUCTS PIPELINES: Pipelines carrying crude or refined liquid petroleum products including, but not limited to, gasoline, distillates, propane, butane, or coal slurry.

PRACTICABLE: That which is performable, feasible or possible, rather than that which is simply convenient.

PRESSURE: The internal force acting radially against the walls of a carrier pipe expressed in pounds per square inch gauge (psig).

PROMPT: That which is done within a period of time specified by the City. If no time period is specified, the period shall be thirty (30) days.

PUBLIC ENTITY: A legal entity that constitutes or is part of the government, whether at local, State or Federal level.

PUBLIC SAFETY AGENCY:The functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

RESTORATION: The repair of a right-of-way, highway, roadway, or other area disrupted by the construction of a facility.

RIGHT-OF-WAY OR RIGHTS-OF-WAY: Any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including utility easements, in which the City has the right and authority to authorize, regulate or permit the location of facilities other than those of the City. "Right-of-way" or "rights-of-way" shall not include any real or personal City property that is not specifically described in the previous two (2) sentences and shall not include City buildings, fixtures and other structures or improvements, regardless of whether they are situated in the right-of-way.

ROADWAY: That part of the highway that includes the pavement and shoulders.

SALE OF TELECOMMUNICATIONS AT RETAIL: The transmitting, supplying, or furnishing of telecommunications and all services rendered in connection therewith for a consideration, other than between a parent corporation and its wholly owned subsidiaries or between wholly owned

subsidiaries, when the gross charge made by one such corporation to another such corporation is not greater than the gross charge paid to the retailer for their use or consumption and not for sale.

SECURITY FUND: That amount of security required pursuant to section 7-8-10 of this chapter.

SHOULDER: A width of roadway, adjacent to the pavement, providing lateral support to the pavement edge and providing an area for emergency vehicular stops and storage of snow removed from the pavement.

SMALL CELL FACILITIES: A personal wireless telecommunications facility consisting of an antenna and related equipment either installed singly or as part of a network to provide coverage or enhance capacity in a limited defined area.

SMALL WIRELESS FACILITY: A wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

SOUND ENGINEERING JUDGMENT: A decision(s) consistent with generally accepted engineering principles, practices and experience.

TELECOMMUNICATIONS: This term includes, but is not limited to, messages or information transmitted through use of local, toll and wide area telephone service, channel services, telegraph services, teletypewriter service, computer exchange service, private line services, mobile radio services, cellular mobile telecommunications services, stationary two-way radio, paging service and any other form of mobile or portable one-way or two-way communications, and any other transmission of messages or information by electronic or similar means, between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite, or similar facilities. "Private line" means a dedicated nontraffic sensitive service for a single customer that entitles the customer to exclusive or priority use of a communications channel, or a group of such channels, from one (1) or more specified locations to one (1) or more other specified locations. "Telecommunications" shall not include value added services in which computer processing applications are used to act on the form, content, code and protocol of the information for purposes other than transmission. "Telecommunications" shall not include purchase of telecommunications by a telecommunications service provider for use as a component part of the service provided by such provider to the ultimate retail consumer who originates or terminates the end to end communications. "Telecommunications" shall not include the provision of cable services through a cable system as defined in the Cable Communications Act of 1984 (47 USC section 521 and following), as now or hereafter amended, or cable or other programming services subject to an open video system fee payable to the City through an open video system as defined in the Rules of the Federal Communications Commission (47 CFR section 76.1500 and following), as now or hereafter amended.

TELECOMMUNICATIONS PROVIDER: Any person that installs, owns, operates or controls facilities in the right-of-way used or designed to be used to transmit telecommunications in any form.

TELECOMMUNICATIONS RETAILER: Every person engaged in making sales of telecommunications at retail as defined herein.

TOWER: Any structure that is designed and constructed primarily for the purpose of supporting one (1) or more antennas, including self-supporting lattice towers, guy towers, or monopole towers, and that is not a utility pole, an alternative antenna structure, or a City-owned infrastructure.

TRENCH: A relatively narrow open excavation for the installation of an underground facility.

UTILITY: The individual or entity owning or operating any "facility" as defined in this chapter.

UTILITY POLE: An upright pole designed and used to support electric cables, telephone cables, telecommunication cables, cable service cables, communication service provider, which are used to provide lighting, traffic control, signage, or a similar function.

VENT: A pipe to allow the dissipation into the atmosphere of gases or vapors from an underground casing.

VIDEO SERVICE: As defined in section 21-201(v) of the Illinois Cable and Video Competition Law of 2007, 220 Illinois Compiled Statutes 21-201(v).

WATER LINES: Pipelines carrying raw or potable water.

WET BORING: Boring using water under pressure at the cutting auger to soften the earth and to provide a sluice for the excavated material.

WI-FI ANTENNA: An antenna used to support Wi-Fi broadband internet access service based on the IEEE 802.11 standard that typically uses unlicensed spectrum to enable communication between devices. ~~(Ord. 2007-97, 12-18-2007; amd. Ord. 2017-35, 6-27-2017)~~

WIRELESS FACILITY: Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

WIRELESS INFRASTRUCTURE PROVIDER: Any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the City.

WIRELESS PROVIDER: A wireless infrastructure provider or a wireless services provider.

WIRELESS SERVICES: Any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the City.

WIRELESS SUPPORT STRUCTURE: A freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility pole.

(Ord. 2007-97, 12-18-2007; amd. Ord. 2017-35, 6-27-2017)

7-8-3: ANNUAL REGISTRATION REQUIRED:

Every utility that occupies right-of-way within the City shall register on January 1 of each year with the engineer, providing the utility's name, address and regular business telephone and telecopy numbers, the name of one (1) or more contact persons who can act on behalf of the utility in connection with emergencies involving the utility's facilities in the right-of-way and a twenty four (24) hour telephone number for each such person, and evidence of insurance as required in section 7-8-8 of this chapter, in the form of a certificate of insurance. (Ord. 2007-97, 12-18-2007)

7-8-4: PERMIT REQUIRED; APPLICATIONS AND FEES:

A. Permit Required: No person shall construct (as defined in this chapter) any facility on, over, above, along, upon, under, across, or within any City right-of-way which: 1) changes the location of the facility, 2) adds a new facility, 3) disrupts the right-of-way (as defined in this chapter), or 4) materially increases the amount of area or space occupied by the facility on, over, above, along, under, across or within the right-of-way, without first filing an application with the City Engineer and obtaining a permit from the City therefor, except as otherwise provided in this chapter. No permit shall be required for installation and maintenance of service connections to customers' premises where there will be no disruption of the right-of-way.

B. Permit Application: All applications for permits pursuant to this chapter shall be filed on a form provided by the City and shall be filed in such number of duplicate copies as the City may designate. The applicant may designate those portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly.

C. Minimum General Application Requirements: The application shall be made by the utility or its duly authorized representative and shall contain, at a minimum, the following:

1. The utility's name and address and telephone and telecopy numbers;

2. The applicant's name and address, if different than the utility, its telephone and telecopy numbers, e-mail address, and its interest in the work;

3. The names, addresses and telephone and telecopy numbers and e-mail addresses of all professional consultants, if any, advising the applicant with respect to the application;

4. A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;

5. Evidence that the utility has placed on file with the City:

a. A written traffic control plan demonstrating the protective measures and devices that will be employed consistent with the "Illinois Manual On Uniform Traffic Control Devices", to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and

b. An emergency contingency plan which shall specify the nature of potential emergencies, including, without limitation, construction and hazardous materials emergencies, and the intended response by the applicant. The intended response shall include notification to the City and shall promote protection of the safety and convenience of the public. Compliance with ICC regulations for emergency contingency plans constitutes compliance with this section unless the city finds that additional information or assurances are needed;

6. Drawings, plans and specifications showing the work proposed, including the certification of an Illinois licensed professional engineer that such drawings, plans, and specifications comply with applicable codes, rules, and regulations;

7. Evidence of insurance as required in section 7-8-8 of this chapter;

8. Evidence of posting of the security fund as required in section 7-8-10 of this chapter;

9. Any request for a variance from one or more provisions of this chapter (see section 7-8-21 of this chapter); and

10. Such additional information as may be reasonably required by the city.

D. Supplemental Application Requirements For Specific Types Of Utilities: In addition to the requirements of subsection C of this section, the permit application shall include the following items, as applicable to the specific utility that is the subject of the permit application:

1. In the case of the installation of a new electric power, communications, telecommunications, cable television service, video service or natural gas distribution system, evidence that any "certificate of public convenience and necessity" or other regulatory authorization that the applicant is required by law to obtain, or that the applicant has elected to obtain, has been issued by the ICC or other jurisdictional authority;

2. In the case of natural gas systems, state the proposed pipe size, design, construction class, and operating pressures;

3. In the case of water lines, indicate that all requirements of the Illinois environmental protection agency, division of public water supplies, have been satisfied;

4. In the case of sewer line installations, indicate that the land and water pollution requirements of the Illinois environmental protection agency, division of water pollution control, the metropolitan water reclamation district, and the Yorkville-Bristol sanitary district have been satisfied; or

5. In the case of petroleum products pipelines, state the type or types of petroleum products, pipe size, maximum working pressure, and the design standard to be followed.

E. Applicant's Duty To Update Information: Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the utility in writing to the city within thirty (30) days after the change necessitating the amendment.

F. Application Fees: Unless otherwise provided by franchise, license, or similar agreement, all applications for permits pursuant to this chapter shall be accompanied by a fee in the amount of fifty dollars ($50.00). No application fee is required to be paid by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the electricity infrastructure maintenance fee act. (Ord. 2007-97, 12-18-2007)

7-8-5: ACTION ON PERMIT APPLICATIONS:

A. City Review Of Permit Applications: Completed permit applications, containing all required documentation, shall be examined by the city engineer within a reasonable time after filing. If the application does not conform to the requirements of applicable ordinances, codes, laws, rules, and regulations, the city engineer shall reject such application in writing, stating the reasons therefor. If the city engineer is satisfied that the proposed work conforms to the requirements of this chapter and applicable ordinances, codes, laws, rules, and regulations, the city engineer shall issue a permit therefor as soon as practicable. In all instances, it shall be the duty of the applicant to demonstrate, to the satisfaction of the city engineer, that the construction proposed under the application shall be in full compliance with the requirements of this chapter.

B. Additional City Review Of Applications Of Telecommunications Retailers:

1. Pursuant to section 4 of the telephone company act, 220 Illinois Compiled Statutes 65/4, a telecommunications retailer shall notify the city that it intends to commence work governed by this chapter for facilities for the provision of telecommunications services. Such notice shall consist of plans, specifications, and other documentation sufficient to demonstrate the purpose and intent of the facilities, and shall be provided by the telecommunications retailer to the city not less than forty five (45) days prior to the commencement of work requiring no excavation and not less than forty five (45) days prior to the commencement of work requiring excavation. The city engineer shall specify the portion of the right of way upon which the facility may be placed, used and constructed.

2. In the event that the city engineer fails to provide such specification of location to the telecommunications retailer within either: a) forty five (45) days after service of notice to the city by the telecommunications retailer in the case of work not involving excavation for new construction or

b) forty five (45) days after service of notice by the telecommunications retailer in the case of work involving excavation for new construction, the telecommunications retailer may commence work without obtaining a permit under this chapter.

3. Upon the provision of such specification by the city, where a permit is required for work pursuant to section 7-8-4 of this chapter the telecommunications retailer shall submit to the city an application for a permit and any and all plans, specifications and documentation available regarding the facility to be constructed. Such application shall be subject to the requirements of subsection A of this section.

C. Additional City Review Of Applications Of Holders Of State Authorization Under The Cable And Video Competition Law Of 2007: Applications by a utility that is a holder of a state issued authorization under the cable and video competition law of 2007 shall be deemed granted forty five (45) days after submission to the city, unless otherwise acted upon by the city, provided the holder has complied with applicable city codes, ordinances, and regulations. (Ord. 2007-97, 12-18-2007)

7-8-6: EFFECT OF PERMIT:

A. Authority Granted; No Property Right Or Other Interest Created: A permit from the city authorizes a permittee to undertake only certain activities in accordance with this chapter on city rights of way, and does not create a property right or grant authority to the permittee to impinge upon the rights of others who may have an interest in the rights of way.

B. Duration: No permit issued under this chapter shall be valid for a period longer than six (6) months unless construction is actually begun within that period and is thereafter diligently pursued to completion.

C. Preconstruction Meeting Required: No construction shall begin pursuant to a permit issued under this chapter prior to attendance by the permittee and all major contractors and subcontractors who will perform any work under the permit at a preconstruction meeting. The preconstruction meeting shall be held at a date, time and place designated by the city with such city representatives in attendance as the city deems necessary. The meeting shall be for the purpose of reviewing the work under the permit, and reviewing special considerations necessary in the areas where work will occur, including, without limitation, presence or absence of other utility facilities in the area and their locations, procedures to avoid disruption of other utilities, use of rights of way by the public during construction, and access and egress by adjacent property owners.

D. Compliance With All Laws Required: The issuance of a permit by the city does not excuse the permittee from complying with other requirements of the city and applicable statutes, laws, ordinances, rules, and regulations. (Ord. 2007-97, 12-18-2007)

7-8-7: REVISED PERMIT DRAWINGS:

In the event that the actual locations of any facilities deviate in any material respect from the locations identified in the plans, drawings and specifications submitted with the permit application, the permittee shall submit a revised set of drawings or plans to the city within ninety (90) days after the completion of the permitted work. The revised drawings or plans shall specifically identify where the locations of the actual facilities deviate from the locations approved in the permit. If any deviation from the permit also deviates from the requirements of this chapter, it shall be treated as a request for variance in accordance with section 7-8-21 of this chapter. If the city denies the request for a variance, then the permittee shall either remove the facility from the right of way or modify the facility so that it conforms to the permit and submit revised drawings or plans therefor. (Ord. 2007-97, 12-18-2007)

7-8-8: INSURANCE:

A. Required Coverages And Limits: Unless otherwise provided by franchise, license, or similar agreement, each utility occupying right of way or constructing any facility in the right of way shall secure and maintain the following liability insurance policies insuring the utility as named insured and naming the city, and its elected and appointed officers, officials, agents, and employees as additional insureds on the policies listed in subsections A1 and A2 of this section:

1. Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X", "C", and "U" coverages) and products-completed operations coverage with limits not less than:

a. Five million dollars ($5,000,000.00) for bodily injury or death to each person;

b. Five million dollars ($5,000,000.00) for property damage resulting from any one accident; and

c. Five million dollars ($5,000,000.00) for all other types of liability;

2. Automobile liability for owned, nonowned and hired vehicles with a combined single limit of one million dollars ($1,000,000.00) for personal injury and property damage for each accident;

3. Workers' compensation with statutory limits; and

4. Employer's liability insurance with limits of not less than one million dollars ($1,000,000.00) per employee and per accident.

If the utility is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this section.

B. Excess Or Umbrella Policies: The coverages required by this section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

C. Copies Required: The utility shall provide copies of any of the policies required by this section to the city within ten (10) days following receipt of a written request therefor from the city.

D. Maintenance And Renewal Of Required Coverages: The insurance policies required by this section shall contain the following endorsement:

It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the City, by registered mail or certified mail, return receipt requested, of a written notice addressed to the City Mayor of such intent to cancel or not to renew.

Within ten (10) days after receipt by the city of said notice, and in no event later than ten (10) days prior to said cancellation, the utility shall obtain and furnish to the city evidence of replacement insurance policies meeting the requirements of this section.

E. Self-Insurance: A utility may self-insure all or a portion of the insurance coverage and limit requirements required by subsection A of this section. A utility that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under subsection A of this section, or the requirements of subsections B, C and D of this section. A utility that elects to self-insure shall provide to the city evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under subsection A of this section, such as evidence that the utility is a "private self-insurer" under the workers' compensation act.

F. Effect Of Insurance And Self-Insurance On Utility's Liability: The legal liability of the utility to the city and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.

G. Insurance Companies: All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the state of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company. (Ord. 2007-97, 12-18-2007)

7-8-9: INDEMNIFICATION:

By occupying or constructing facilities in the right of way, a utility shall be deemed to agree to defend, indemnify and hold the city and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless

or wrongful acts, omissions, failures to act or misconduct of the utility or its affiliates, officers, employees, agents, contractors or subcontractors in the construction of facilities or occupancy of the rights of way, and in providing or offering service over the facilities, whether such acts or omissions are authorized, allowed or prohibited by this chapter or by a franchise, license, or similar agreement; provided, however, that the utility's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses arising out of or resulting from the negligence, misconduct or breach of this chapter by the city, its officials, officers, employees, agents or representatives. (Ord. 2007-97, 12-18-2007)

7-8-10: SECURITY:

A. Purpose: The permittee shall establish a security fund in a form and in an amount as set forth in this section. The security fund shall be continuously maintained in accordance with this section at the permittee's sole cost and expense until the completion of the work authorized under the permit. The security fund shall serve as security for:

1. The faithful performance by the permittee of all the requirements of this chapter;

2. Any expenditure, damage, or loss incurred by the city occasioned by the permittee's failure to comply with any codes, rules, regulations, orders, permits and other directives of the city issued pursuant to this chapter; and

3. The payment by permittee of all liens and all damages, claims, costs, or expenses that the city may pay or incur by reason of any action or nonperformance by permittee in violation of this chapter including, without limitation, any damage to public property or restoration work the permittee is required by this chapter to perform that the city must perform itself or have completed as a consequence solely of the permittee's failure to perform or complete, and all other payments due the city from the permittee pursuant to this chapter or any other applicable law.

B. Form: The permittee shall provide the security fund to the city in the form, at the permittee's election, of cash, a surety bond in a form acceptable to the city, or an unconditional letter of credit in a form acceptable to the city. Any surety bond or letter of credit provided pursuant to this subsection shall, at a minimum:

1. Provide that it will not be canceled without ninety (90) day prior cancellation notice to the city and the permittee;

2. Not require the consent of the permittee prior to the collection by the city of any amounts covered by it; and

3. Shall provide a location convenient to the city and within the state of Illinois at which it can be drawn.

C. Amount: The dollar amount of the security fund shall be sufficient to provide for the reasonably estimated cost to restore the right of way to at least as good a condition as that existing prior to the construction under the permit, as determined by the city engineer, and may also include reasonable, directly related costs that the city estimates are likely to be incurred if the permittee

fails to perform such restoration. Where the construction of facilities proposed under the permit will be performed in phases in multiple locations in the city, with each phase consisting of construction of facilities in one location or a related group of locations, and where construction in another phase will not be undertaken prior to substantial completion of restoration in the previous phase or phases, the city engineer may, in the exercise of sound discretion, allow the permittee to post a single amount of security which shall be applicable to each phase of the construction under the permit. The amount of the security fund for phased construction shall be equal to the greatest amount that would have been required under the provisions of this subsection for any single phase.

D. Withdrawals: The city, upon fourteen (14) days' advance written notice clearly stating the reason for, and its intention to exercise withdrawal rights under this subsection, may withdraw an amount from the security fund, provided that the permittee has not reimbursed the city for such amount within the fourteen (14) day notice period. Withdrawals may be made if the permittee:

1. Fails to make any payment required to be made by the permittee hereunder;

2. Fails to pay any liens relating to the facilities that are due and unpaid;

3. Fails to reimburse the city for any damages, claims, costs or expenses which the city has been compelled to pay or incur by reason of any action or nonperformance by the permittee; or

4. Fails to comply with any provision of this chapter that the city determines can be remedied by an expenditure of an amount in the security fund.

E. Replenishment: Within fourteen (14) days after receipt of written notice from the city that any amount has been withdrawn from the security fund, the permittee shall restore the security fund to the amount specified in subsection C of this section.

F. Interest: The permittee may request that any and all interest accrued on the amount in the security fund be returned to the permittee by the city, upon written request for said withdrawal to the city, provided that any such withdrawal does not reduce the security fund below the minimum balance required in subsection C of this section.

G. Closing And Return Of Security Fund: Upon completion of the work authorized under the permit, the permittee shall be entitled to the return of the security fund, or such portion thereof as remains on deposit, within a reasonable time after account is taken for all offsets necessary to compensate the city for failure by the permittee to comply with any provisions of this chapter or other applicable law. In the event of any revocation of the permit, the security fund, and any and all accrued interest therein, shall become the property of the city to the extent necessary to cover any reasonable costs, loss or damage incurred by the city as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the permittee.

H. Rights Not Limited: The rights reserved to the city with respect to the security fund are in addition to all other rights of the city, whether reserved by this chapter or otherwise authorized by law, and no action, proceeding or exercise of right with respect to said security fund shall affect any other right the city may have. Notwithstanding the foregoing, the city shall not be entitled to a double monetary recovery with respect to any of its rights which may be infringed or otherwise violated. (Ord. 2007-97, 12-18-2007)

7-8-11: PERMIT SUSPENSION AND REVOCATION:

A. City Right To Revoke Permit: The city may revoke or suspend a permit issued pursuant to this chapter for one or more of the following reasons:

1. Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;

2. Noncompliance with this chapter;

3. Permittee's physical presence or presence of permittee's facilities on, over, above, along, upon, under, across, or within the rights of way presents a direct or imminent threat to the public health, safety, or welfare; or

4. Permittee's failure to construct the facilities substantially in accordance with the permit and approved plans.

B. Notice Of Revocation Or Suspension: The city shall send written notice of its intent to revoke or suspend a permit issued pursuant to this chapter stating the reason or reasons for the revocation or suspension and the alternatives available to permittee under this section.

C. Permittee Alternatives Upon Receipt Of Notice Of Revocation Or Suspension: Upon receipt of a written notice of revocation or suspension from the city, the permittee shall have the following options:

1. Immediately provide the city with evidence that no cause exists for the revocation or suspension;

2. Immediately correct, to the satisfaction of the city, the deficiencies stated in the written notice, providing written proof of such correction to the city within five (5) working days after receipt of the written notice of revocation; or

3. Immediately remove the facilities located on, over, above, along, upon, under, across, or within the rights of way and restore the rights of way to the satisfaction of the city providing written proof of such removal to the city within ten (10) days after receipt of the written notice of revocation.

The city may, in its discretion, for good cause shown, extend the time periods provided in this subsection.

D. Stop Work Order: In addition to the issuance of a notice of revocation or suspension, the city may issue a stop work order immediately upon discovery of any of the reasons for revocation set forth within subsection A of this section.

E. Failure Or Refusal Of The Permittee To Comply: If the permittee fails to comply with the provisions of subsection C of this section, the city or its designee may, at the option of the city: 1) correct the deficiencies; 2) upon not less than twenty (20) days' notice to the permittee, remove the subject facilities or equipment; or 3) after not less than thirty (30) days' notice to the permittee of failure to cure the noncompliance, deem them abandoned and property of the city. The permittee shall be liable in all events to the city for all costs of removal. (Ord. 2007-97, 12-18-2007)

7-8-12: CHANGE OF OWNERSHIP OR OWNER'S IDENTITY OR LEGAL STATUS:

A. Notification Of Change: A utility shall notify the city no less than thirty (30) days prior to the transfer of ownership of any facility in the right of way or change in identity of the utility. The new owner of the utility or the facility shall have all the obligations and privileges enjoyed by the former owner under the permit, if any, and applicable laws, ordinances, rules and regulations, including this chapter, with respect to the work and facilities in the right of way.

B. Amended Permit: A new owner shall request that any current permit be amended to show current ownership. If the new owner fails to have a new or amended permit issued in its name, the new owner shall be presumed to have accepted, and agreed to be bound by, the terms and conditions of the permit if the new owner uses the facility or allows it to remain on the city's right of way.

C. Insurance And Bonding: All required insurance coverage or bonding must be changed to reflect the name of the new owner upon transfer. (Ord. 2007-97, 12-18-2007)

7-8-13: GENERAL CONSTRUCTION STANDARDS:

A. Standards And Principles: All construction in the right of way shall be consistent with applicable ordinances, codes, laws, rules and regulations, and commonly recognized and accepted traffic control and construction principles, sound engineering judgment and, where applicable, the principles and standards set forth in the following IDOT publications, as amended from time to time:

1. "Standard Specifications For Road And Bridge Construction";

2. "Supplemental Specifications And Recurring Special Provisions";

3. "Highway Design Manual";

4. "Highway Standards Manual";

5. "Standard Specifications For Traffic Control Items";

6. "Illinois Manual On Uniform Traffic Control Devices" (92 Ill. adm. code section 545);

7. "Flagger's Handbook"; and

8. "Work Site Protection Manual For Daylight Maintenance Operations".

B. Interpretation Of Municipal Standards And Principles: If a discrepancy exists between or among differing principles and standards required by this chapter, the city engineer shall determine, in the exercise of sound engineering judgment, which principles apply and such decision shall be final. If requested, the city engineer shall state which standard or principle will apply to the construction, maintenance, or operation of a facility in the future. (Ord. 2007-97, 12-18-2007)

7-8-14: TRAFFIC CONTROL:

A. Minimum Requirements: The city's minimum requirements for traffic protection are contained in IDOT's "Illinois Manual On Uniform Traffic Control Devices" and this code.

B. Warning Signs, Protective Devices, And Flaggers: The utility is responsible for providing and installing warning signs, protective devices and flaggers, when necessary, meeting applicable federal, state, and local requirements for protection of the public and the utility's workers when performing any work on the rights of way.

C. Interference With Traffic: All work shall be phased so that there is minimum interference with pedestrian and vehicular traffic.

D. Notice When Access Is Blocked: At least forty eight (48) hours prior to beginning work that will partially or completely block access to any residence, business or institution, the utility shall notify the resident, business or institution of the approximate beginning time and duration of such work; provided, however, that in cases involving emergency repairs pursuant to section 7-8-20 of this chapter, the utility shall provide such notice as is practicable under the circumstances.

E. Compliance: The utility shall take immediate action to correct any deficiencies in traffic protection requirements that are brought to the utility's attention by the city. (Ord. 2007-97, 12-18-2007)

7-8-15: LOCATION OF FACILITIES:

A. General Requirements: In addition to location requirements applicable to specific types of utility facilities, all utility facilities, regardless of type, shall be subject to the general location requirements of this subsection.

1. No Interference With City Facilities: No utility facilities shall be placed in any location if the city engineer determines that the proposed location will require the relocation or displacement of any of the city's utility facilities or will otherwise interfere with the operation or maintenance of any of the city's utility facilities.

2. Minimum Interference And Impact: The proposed location shall cause only the minimum possible interference with the use of the right of way and shall cause only the minimum possible impact upon, and interference with the rights and reasonable convenience of property owners who adjoin said right of way.

3. No Interference With Travel: No utility facility shall be placed in any location that interferes with the usual travel on such right of way.

4. No Limitations On Visibility: No utility facility shall be placed in any location so as to limit visibility of or by users of the right of way.

5. Size Of Utility Facilities: The proposed installation shall use the smallest suitable vaults, boxes, equipment enclosures, power pedestals, and/or cabinets then in use by the facility owner, regardless of location, for the particular application.

B. Parallel Facilities Located Within Highways:

1. Overhead Parallel Facilities: An overhead parallel facility may be located within the right of way lines of a highway only if:

a. Lines are located as near as practicable to the right of way line and as nearly parallel to the right of way line as reasonable pole alignment will permit;

b. Where pavement is curbed, poles are as remote as practicable from the curb with a minimum distance of two feet (2') (0.6 m) behind the face of the curb, where available;

c. Where pavement is uncurbed, poles are as remote from pavement edge as practicable with minimum distance of four feet (4') (1.2 m) outside the outer shoulder line of the roadway and are not within the clear zone;

d. No pole is located in the ditch line of a highway; and

e. Any ground mounted appurtenance is located within one foot (1') (0.3 m) of the right of way line or as near as possible to the right of way line.

2. Underground Parallel Facilities: An underground parallel facility may be located within the right of way lines of a highway only if:

a. The facility is located as near the right of way line as practicable and not more than eight feet (8') (2.4 m) from and parallel to the right of way line;

b. A new facility may be located under the paved portion of a highway only if other locations are impracticable or inconsistent with sound engineering judgment (e.g., a new cable may be installed in existing conduit without disrupting the pavement); and

c. In the case of an underground power or communications line, the facility shall be located as near the right of way line as practicable and not more than five feet (5') (1.5 m) from the right of way line and any above grounded appurtenance shall be located within one foot (1') (0.3 m) of the right of way line or as near as practicable.

C. Facilities Crossing Highways:

1. No Future Disruption: The construction and design of crossing facilities installed between the ditch lines or curb lines of city highways may require the incorporation of materials and protections (such as encasement or additional cover) to avoid settlement or future repairs to the roadbed resulting from the installation of such crossing facilities.

2. Cattle Passes, Culverts, Or Drainage Facilities: Crossing facilities shall not be located in cattle passes, culverts, or drainage facilities.

3. Ninety Degree Crossing Required: Crossing facilities shall cross at or as near to a ninety degree (90°) angle to the centerline as practicable.

4. Overhead Power Or Communication Facility: An overhead power or communication facility may cross a highway only if:

a. It has a minimum vertical line clearance as required by ICC's rules entitled, "Construction of Electric Power and Communication Lines" (83 Ill. Adm. Code 305);

b. Poles are located within one foot (1') (0.3 m) of the right-of-way line of the highway and outside of the clear zone; and

c. Overhead crossings at major intersections are avoided.

5. Underground Power Or Communication Facility: An underground power or communication facility may cross a highway only if:

a. The design materials and construction methods will provide maximum maintenance free service life; and

b. Capacity for the utility's foreseeable future expansion needs is provided in the initial installation.

6. Markers: The City may require the utility to provide a marker at each right-of-way line where an underground facility other than a power or communication facility crosses a highway. Each marker shall identify the type of facility, the utility, and an emergency phone number. Markers may also be eliminated as provided in current Federal regulations (49 CFR section 192.707 (1989)).

D. Facilities To Be Located Within Particular Rights-Of-Way: The City may require that facilities be located within particular rights-of-way that are not highways, rather than within particular highways.

E. Freestanding Facilities:

1. The City may restrict the location and size of any freestanding facility located within a right-of-way.

2. The City may require any freestanding facility located within a right-of-way to be screened from view.

F. Facilities Installed Aboveground: Aboveground facilities may be installed only if:

1. No other existing facilities in the area are located underground;

2. New underground installation is not technically feasible;

3. The proposed installation will be made at a location, and will employ suitable design and materials, to provide the greatest protection of aesthetic qualities of the area being traversed without adversely affecting safety. Suitable designs include, but are not limited to, self-supporting armless, single pole construction with vertical configuration of conductors and cable. Existing utility poles and light standards shall be used wherever practicable; the installation of additional utility poles is strongly discouraged; (Ord. 2007-97, 12-18-2007)

~~4. No more than two (2) personal wireless telecommunications facilities will be permitted on utility poles or alternative antenna structure of ninety feet (90') or less;~~

~~5. No more than three (3) personal wireless telecommunications facilities will be permitted on utility poles or alternative antenna structure in excess of ninety feet (90') and less than one hundred twenty feet (120');~~

~~6. Personal wireless telecommunication facilities may be attached to a utility pole, alternative antenna structure, monopole, or City-owned infrastructure only where such pole, structure or infrastructure is located no closer than a distance equal to one hundred percent (100%) of the height of such a facility to any residential building and no closer than five hundred feet (500') from any other personal wireless telecommunication facility;~~

~~7. The personal wireless telecommunication antenna, including antenna panels, whip antennas or dish-shaped antennas, cannot have a surface area of more than seven (7) cubic feet in volume;~~

~~8. The total combined volume of all above-ground equipment and appurtenances comprising a personal wireless telecommunication facility, exclusive of the antenna itself, cannot exceed thirty two (32) cubic feet;~~

~~9. The operator of a personal wireless telecommunication facility must, whenever possible, locate the base of the equipment or appurtenances at a height of no lower than eight feet (8') above grade;~~

~~10. The top of the highest point of the antenna cannot extend more than seven feet (7') above the highest point of the utility pole, alternative antenna support structure, tower or City-owned infrastructure. If necessary, the new replacement or new utility pole, alternative antenna support structure, or City-owned infrastructure located within the public right-of-way may be no more than ten feet (10') higher than existing poles adjacent to the replacement or new pole structure, or no more than ninety feet (90') in height overall, whichever is less;~~

~~11. A personal wireless telecommunication facility, including all related equipment and appurtenances, must be a color that blends with the surrounding pole, structure tower or infrastructure on which it is mounted and use non-reflective materials which blend with the materials and colors of the surrounding area and structures. Any wiring must be covered with an appropriate cover;~~

~~12. Extensions to utility poles, alternative support structures, towers and City-owned infrastructure utilized for the purpose of connecting a personal wireless telecommunications antenna and its related personal wireless telecommunications equipment must have a degree of strength capable of supporting the antenna and any related appurtenances and cabling and capable of withstanding wind forces and ice loads in accordance with the applicable structural integrity standards (National Electric Safety Code, ANSI, and EIA). The evaluation of the structural integrity must be prepared by a professional structural engineer licensed in the State of Illinois. An extension must be securely bound to the utility pole, alternative antenna structure, tower or City-owned infrastructure in accordance with applicable engineering standards for the design and attachment of such extensions; and~~

~~13. No new monopole or other tower to support personal wireless telecommunication facilities shall be installed on rights-of-way within the corporate limits of the City unless specifically authorized by the Corporate Authorities based on clear and convincing evidence provided by the applicant, that locating the personal wireless telecommunications facilities on the right-of-way is necessary to close a significant coverage or capacity gap in the applicant's services or to otherwise provide adequate services to customers, and the proposed new monopole or other tower within the right-of-way is the least intrusive means to do so. (Ord. 2017-35, 6-27-2017)~~

G. Facility Attachments To Bridges Or Roadway Structures:

1. Facilities may be installed as attachments to bridges or roadway structures only where the utility has demonstrated that all other means of accommodating the facility are not practicable. Other means shall include, but are not limited to, underground, underwater, independent poles, cable supports and tower supports, all of which are completely separated from the bridge or roadway structure. Facilities transmitting commodities that are volatile, flammable, corrosive, or energized, especially those under significant pressure or potential, present high degrees of risk and such installations are not permitted.

2. A utility shall include in its request to accommodate a facility installation on a bridge or roadway structure supporting data demonstrating the impracticability of alternate routing. Approval or

c. Borings With Diameters Greater Than Six Inches: Borings over six inches (6") (0.15 m) in diameter shall be accomplished with an auger and following pipe, and the diameter of the auger shall not exceed the outside diameter of the following pipe by more than one inch (1") (25 mm).

d. Borings With Diameters Six Inches Or Less: Borings of six inches (6") or less in diameter may be accomplished by either jacking, guided with auger, or auger and following pipe method.

e. Tree Preservation: Any facility located within the drip line of any tree designated by the city to be preserved or protected shall be bored under or around the root system.

2. Trenching: Trenching for facility installation, repair, or maintenance on rights of way shall be done in accord with the applicable portions of section 603 of IDOT's "Standard Specifications For Road And Bridge Construction".

a. Length: The length of open trench shall be kept to the practicable minimum consistent with requirements for pipe/line testing. Only one-half ($^1/_2$) of any intersection may have an open trench at any time unless special permission is obtained from the city engineer.

b. Open Trench And Excavated Material: Open trench and windrowed excavated material shall be protected as required by chapter 6 of the "Illinois Manual On Uniform Traffic Control Devices". Where practicable, the excavated material shall be deposited between the roadway and the trench as added protection. Excavated material shall not be allowed to remain on the paved portion of the roadway. Where right of way width does not allow for windrowing excavated material off the paved portion of the roadway, excavated material shall be hauled to an off road location.

c. Drip Line Of Trees: The utility shall not trench within the drip line of any tree designated by the city to be preserved.

3. Backfilling:

a. Any pit, trench, or excavation created during the installation of facilities shall be backfilled for its full width, depth, and length using methods and materials in accordance with IDOT's "Standard Specifications For Road And Bridge Construction". When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used.

b. For a period of three (3) years from the date construction of a facility is completed, the utility shall be responsible to remove and restore any backfilled area that has settled due to construction of the facility. If so ordered by the engineer, the utility, at its expense, shall remove any pavement and backfill material to the top of the installed facility, place and properly compact new backfill material, and restore new pavement, sidewalk, curbs, and driveways to the proper grades, as determined by the engineer.

4. Pavement Cuts: Pavement cuts for facility installation or repair shall be permitted on a highway only if that portion of the highway is closed to traffic. If a variance to the limitation set forth in this subsection A4 is permitted under section 7-8-21 of this chapter, the following requirements shall apply:

a. Any excavation under pavements shall be backfilled and compacted as soon as practicable with granular material of CA-7 gradation, as designated by the engineer.

disapproval of an application for facility attachment to a bridge or roadway structure will be based upon the following considerations:

a. The type, volume, pressure or voltage of the commodity to be transmitted and an evaluation of the resulting risk to persons and property in the event of damage to or failure of the facility;

b. The type, length, value, and relative importance of the highway structure in the transportation system;

c. The alternative routings available to the utility and their comparative practicability;

d. The proposed method of attachment;

e. The ability of the structure to bear the increased load of the proposed facility;

f. The degree of interference with bridge maintenance and painting;

g. The effect on the visual quality of the structure; and

h. The public benefit expected from the utility service as compared to the risk involved.

H. Appearance Standards:

1. The city may prohibit the installation of facilities in particular locations in order to preserve visual quality.

2. A facility may be constructed only if its construction does not require extensive removal or alteration of trees or terrain features visible to the right of way user or to adjacent residents and property owners, and if it does not impair the aesthetic quality of the lands being traversed. (Ord. 2007-97, 12-18-2007)

7-8-16: CONSTRUCTION METHODS AND MATERIALS:

A. Standards And Requirements For Particular Types Of Construction Methods:

1. Boring Or Jacking:

a. Pits And Shoring: Boring or jacking under rights of way shall be accomplished from pits located at a minimum distance specified by the city director of public works from the edge of the pavement. Pits for boring or jacking shall be excavated no more than forty eight (48) hours in advance of boring or jacking operations and backfilled within forty eight (48) hours after boring or jacking operations are completed. While pits are open, they shall be clearly marked and protected by barricades. Shoring shall be designed, erected, supported, braced, and maintained so that it will safely support all vertical and lateral loads that may be imposed upon it during the boring or jacking operation.

b. Wet Boring Or Jetting: Wet boring or jetting shall not be permitted under the roadway.

b. Restoration of pavement, in kind, shall be accomplished as soon as practicable and at twice the amount of the existing pavement depth, and temporary repair with bituminous mixture shall be provided immediately. Any subsequent failure of either the temporary repair or the restoration shall be rebuilt upon notification by the city.

c. All saw cuts shall be full depth.

d. For all rights of way which have been reconstructed with a concrete surface/base in the last seven (7) years, or resurfaced in the last three (3) years, permits shall not be issued unless such work is determined to be an emergency repair or other work considered necessary and unforeseen before the time of the reconstruction or unless a pavement cut is necessary for a JULIE locate.

5. Encasement:

a. Casing pipe shall be designed to withstand the load of the highway and any other superimposed loads. The casing shall be continuous either by one piece fabrication or by welding or jointed installation approved by the city.

b. The venting, if any, of any encasement shall extend within one foot (1') (0.3 m) of the right of way line. No aboveground vent pipes shall be located in the area established as clear zone for that particular section of the highway.

c. In the case of water main or service crossing, encasement shall be furnished between bore pits unless continuous pipe or city approved jointed pipe is used under the roadway. Casing may be omitted only if pipe is installed prior to highway construction and carrier pipe is continuous or mechanical joints are of a type approved by the city. Bell and spigot type pipe shall be encased regardless of installation method.

d. In the case of gas pipelines of sixty (60) psig or less, encasement may be eliminated.

e. In the case of gas pipelines or petroleum products pipelines with installations of more than sixty (60) psig, encasement may be eliminated only if: 1) extra heavy pipe is used that precludes future maintenance or repair and 2) cathodic protection of the pipe is provided.

f. If encasement is eliminated for a gas or petroleum products pipeline, the facility shall be located so as to provide that construction does not disrupt the right of way.

6. Minimum Cover Of Underground Facilities: Cover shall be provided and maintained at least in the amount specified in the Yorkville subdivision control ordinances 2000-2, as amended from time to time.

B. Standards And Requirements For Particular Types Of Facilities:

1. Electric Power Or Communication Lines:

a. Code Compliance: Electric power or communications facilities within city rights of way shall be constructed, operated, and maintained in conformity with the provisions of 83 Illinois administrative code part 305 (formerly general order 160 of the Illinois commerce commission) entitled "rules for construction of electric power and communication lines", and the national electrical safety code.

b. Overhead Facilities: Overhead power or communication facilities shall use single pole construction and, where practicable, joint use of poles shall be used. Utilities shall make every reasonable effort to design the installation so guys and braces will not be needed. Variances may be allowed if there is no feasible alternative and if guywires are equipped with guy guards for maximum visibility.

c. Underground Facilities:

(1) Cable may be installed by trenching or plowing, provided that special consideration is given to boring in order to minimize damage when crossing improved entrances and side roads.

(2) If a crossing is installed by boring or jacking, encasement shall be provided between jacking or bore pits. Encasement may be eliminated only if: a) the crossing is installed by the use of "moles", "whip augers", or other approved methods which compress the earth to make the opening for cable installation or b) the installation is by the open trench method which is only permitted prior to roadway construction.

(3) Cable shall be grounded in accordance with the national electrical safety code.

d. Burial Of Drops: All temporary service drops placed between November 1 of the prior year and March 15 of the current year, also known as snow drops, shall be buried by May 31 of the current year, weather permitting, unless otherwise permitted by the city. Weather permitting, utilities shall bury all temporary drops, excluding snow drops, within ten (10) business days after placement.

2. Underground Facilities Other Than Electric Power Or Communication Lines: Underground facilities other than electric power or communication lines may be installed by:

a. The use of "moles", "whip augers", or other approved methods which compress the earth to move the opening for the pipe;

b. Jacking or boring with vented encasement provided between the ditch lines or toes of slopes of the highway;

c. Open trench with vented encasement between ultimate ditch lines or toes of slopes, but only if prior to roadway construction; or

d. Tunneling with vented encasement, but only if installation is not possible by other means.

3. Gas Transmission, Distribution And Service: Gas pipelines within rights of way shall be constructed, maintained, and operated in a city approved manner and in conformance with the federal code of the office of pipeline safety operations, department of transportation, part 192 - transportation of natural and other gas by pipeline: minimum federal safety standards (49 CFR section 192), IDOT's "Standard Specifications For Road And Bridge Construction", and all other applicable laws, rules, and regulations.

4. Petroleum Products Pipelines: Petroleum products pipelines within rights of way shall conform to the applicable sections of ANSI standard code for pressure piping (liquid petroleum transportation piping systems ANSI-B 31.4).

5. Water Lines, Sanitary Sewer Lines, Storm Water Sewer Lines Or Drainage Lines: Water lines, sanitary sewer lines, storm sewer lines, and drainage lines within rights of way shall meet or exceed

the recommendations of the current "Standard Specifications For Water And Sewer Main Construction In Illinois" and "Yorkville's Standard Specifications For Improvements".

6. Ground Mounted Appurtenances: Ground mounted appurtenances to overhead or underground facilities, when permitted within a right of way, shall be provided with a vegetation free area extending one foot (1') (305 mm) in width beyond the appurtenance in all directions. The vegetation free area may be provided by an extension of the mounting pad, or by heavy duty plastic or similar material approved by the engineer. With the approval of the engineer, shrubbery surrounding the appurtenance may be used in place of vegetation free area. The housing for ground mounted appurtenances shall be painted a neutral color to blend with the surroundings.

C. Materials:

1. General Standards: The materials used in constructing facilities within rights of way shall be those meeting the accepted standards of the appropriate industry, the applicable portions of IDOT's "Standard Specifications For Road And Bridge Construction", the requirements of the Illinois commerce commission, or the standards established by other official regulatory agencies for the appropriate industry.

2. Material Storage On Right Of Way: No material shall be stored on the right of way without the prior written approval of the city engineer. When such storage is permitted, all pipe, conduit, wire, poles, cross arms, or other materials shall be distributed along the right of way prior to and during installation in a manner to minimize hazards to the public or an obstacle to right of way maintenance or damage to the right of way and other property. If material is to be stored on right of way, prior approval must be obtained from the city.

3. Hazardous Materials: The plans submitted by the utility to the city shall identify any hazardous materials that may be involved in the construction of the new facilities or removal of any existing facilities.

D. Operational Restrictions:

1. Construction operations on rights of way may, at the discretion of the city, be required to be discontinued when such operations would create hazards to traffic or the public health, safety, and welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction would result in extensive damage to the right of way or other property.

2. These restrictions may be waived by the engineer when emergency work is required to restore vital utility services.

3. Unless otherwise permitted by the city, the hours of construction are those set forth in section 8-1-2B of this code.

E. Location Of Existing Facilities: Any utility proposing to construct facilities in the city shall contact JULIE and ascertain the presence and location of existing aboveground and underground

facilities within the rights of way to be occupied by its proposed facilities. The city will make its permit records available to a utility for the purpose of identifying possible facilities. When notified of an excavation or when requested by the city or by JULIE, a utility shall locate and physically mark its underground facilities within forty eight (48) hours, excluding weekends and holidays, in accordance with the Illinois underground facilities damage prevention act[1]. (Ord. 2007-97, 12-18-2007)

7-8-17: SMALL WIRELESS FACILITIES

Regulation of Small Wireless Facilities.

Permitted Use. Small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in paragraph (9) regarding Height Exceptions or Variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.

Permit Required. An applicant shall obtain one or more permits from the City to collocate a small wireless facility. An application shall be received and processed, and permits issued shall be subject to the following conditions and requirements:

(1) Application Requirements. A wireless provider shall provide the following information to the City, together with the City's Small Cell Facilities Permit Application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:

a. Site specific structural integrity and, for a municipal utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;

b. The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;

c. Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;

d. The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;

e. A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and

f. Certification that the collocation complies with the Collocation Requirements and Conditions contained herein, to the best of the applicant's knowledge.

g. In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the City, the wireless provider

shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation.

(2) Application Process. The City shall process applications as follows:

a. The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.

b. An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the City fails to approve or deny the application within 90 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Ordinance.

c. An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis and deemed approved if the City fails to approve or deny the application within 120 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Ordinance.

d. The City shall deny an application which does not meet the requirements of this Ordinance.

If the City determines that applicable codes, ordinances or regulations that concern public safety, or the Collocation Requirements and Conditions contained herein require that the utility pole or wireless support structure be replaced before the requested collocation, approval shall be conditioned on

the replacement of the utility pole or wireless support structure at the cost of the provider.

The City shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the City denies an application.

The applicant may cure the deficiencies identified by the City and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The City shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require the applicant to submit a new application with applicable fees, and recommencement of the City's review period.

The applicant must notify the City in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

e. Pole Attachment Agreement. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the City and the applicant shall enter into a Master Pole Attachment Agreement, provided by the City for the initial collocation on a municipal utility pole by the application. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the City and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement.

(3) Completeness of Application. Within 30 days after receiving an application, the City shall determine whether the application is complete and notify the applicant. If an application is incomplete, the City must specifically identify the missing information. An application shall be deemed complete if the City fails to provide notification to the applicant within 30 days after all documents, information and fees specifically enumerated in the City's permit application form are submitted by the applicant to the City.

Processing deadlines are tolled from the time the City sends the notice of incompleteness to the time the applicant provides the missing information.

(4) Tolling. The time period for applications may be further tolled by:

a. An express written agreement by both the applicant and the City; or

b. A local, State or federal disaster declaration or similar emergency that causes the delay.

(5) Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the City shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the City may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The City may issue separate permits for each collocation that is approved in a consolidated application.

(6) Duration of Permits. The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the City makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable City codes or any provision, condition or requirement contained in this Ordinance.

If the Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the applicable City code provisions or regulations in effect at the time of renewal.

(7) Means of Submitting Applications. Applicants shall submit applications, supporting information and notices to the City by personal delivery at the City's designated place of business, by regular mail postmarked on the date due or by any other commonly used means, including electronic mail or via the City's website.

Collocation Requirements and Conditions.

(1) Public Safety Space Reservation. The City may reserve space on municipal utility poles for future public safety uses, for the City's electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility unless the City reasonably determines that the municipal utility pole cannot accommodate both uses.

(2) Installation and Maintenance. The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Ordinance. The wireless provider shall ensure that its employees, agents or contracts that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

(3) No interference with public safety communication frequencies. The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications.

A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.

Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall remedy the interference in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

The City may terminate a permit for a small wireless facility based on such interference if the wireless provider is not in compliance with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

(4) The wireless provider shall not collocate small wireless facilities on City utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the City utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole.

For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

(5) The wireless provider shall comply with all applicable codes and local code provisions or regulations that concern public safety.

(6) The wireless provider shall comply with written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment and aesthetic requirements that are set forth in a City ordinance, written policy adopted by the City, a comprehensive plan or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.

(7) Alternate Placements. Except as provided in this Collocation Requirements and Conditions Section, a wireless provider shall not be required to collocation small

wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for the collocation of a small wireless facility associated with a new utility pole, the City may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within 100 feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the City, the applicant shall provide written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

(8) Height Limitations. The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

a. 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the City, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the City, provided the City may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or

b. 45 feet above ground level.

(9) Height Exceptions or Variances. If an applicant proposes a height for a new or replacement pole in excess of the above height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply for a variance in conformance with procedures, terms and conditions set forth in section 7-8-22 below.

(10) Contractual Design Requirements. The wireless provider shall comply with requirements that are imposed by a contract between the City and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.

(11) Ground-mounted Equipment Spacing. The wireless provider shall comply with applicable spacing requirements in applicable codes and ordinances concerning the location of ground-mounted equipment located in the right-of-way if the requirements include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.

(12) Undergrounding Regulations. The wireless provider shall comply with local code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval if the requirements include a waiver, zoning or other process that addresses requests to install such new utility poles or modify such existing utility poles and do not prohibit the replacement of utility poles.

(13) Collocation Completion Deadline. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the City and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the City grants an extension in writing to the applicant.

Application:

(1) The City shall not require an application, approval or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:

a. routine maintenance;

b. the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the City at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with subsection d. under the Section titled Application Requirements; or

c. the installation, placement, maintenance, operation or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.

(2) Wireless providers shall secure a permit from the City to work within rights-of-way for activities that affect traffic patterns or require lane closures.

Exceptions to Applicability. Nothing in this Ordinance authorizes a person to collocate small wireless facilities on:

(1) property owned by a private party or property owned or controlled by the City or another unit of local government that is not located within rights-of-way, or a privately owned utility pole or wireless support structure without the consent of the property owner;

(2) property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes without the consent of the affected district, excluding the placement of facilities on rights-of-way

located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or

(3) property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in Section 16-102 of the Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. The provisions of this Ordinance do not apply to an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Public Utilities Act.

For the purposes of this subsection, "public utility" has the meaning given to that term in Section 3-105 of the Public Utilities Act. Nothing in this Ordinance shall be construed to relieve any person from any requirement (a) to obtain a franchise or a State-issued authorization to offer cable service or video service or (b) to obtain any required permission to install, place, maintain, or operate communications facilities, other than small wireless facilities subject to this Ordinance.

Pre-Existing Agreements. Existing agreements between the City and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on City utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the City's utility poles pursuant to applications submitted to the City before June 1, 2018, subject to applicable termination provisions contained therein. Agreements entered into after June 1, 2018, shall comply with this Ordinance.

A wireless provider that has an existing agreement with the City on the effective date of the Act may accept the rates, fees and terms that the City makes available under this Ordinance for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are the subject of an application submitted two or more years after the effective date of the Act by notifying the City that it opts to accept such rates, fees and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the City's utility poles pursuant to applications submitted to the City before the wireless provider provides such notice and exercises its option under this paragraph.

Annual Recurring Rate. A wireless provider shall pay to the City an annual recurring rate to collocate a small wireless facility on a City utility pole located in a right-of-way that equals (i) $200 per year or (ii) the actual, direct and reasonable costs related to the wireless provider's use of space on the City utility pole.

If the City has not billed the wireless provider actual and direct costs, the fee shall be $200 payable on the first day after the first annual anniversary of the issuance of the permit or notice of intent to collocate, and on each annual anniversary date thereafter.

Abandonment. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned. The owner of the facility shall remove the small

wireless facility within 90 days after receipt of written notice from the City notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the City to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the City may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

A wireless provider shall provide written notice to the City if it sells or transfers small wireless facilities within the jurisdiction of the City. Such notice shall include the name and contact information of the new wireless provider.

Section 4. Dispute Resolution.

The Circuit Court of Kendall County shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on municipal utility poles within the right-of-way, the City shall allow the collocating person to collocate on its poles at annual rates of no more than $200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.

Indemnification.

A wireless provider shall indemnify and hold the City harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the City improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Ordinance and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the City or its employees or agents. A wireless provider shall further waive any claims that they may have against the City with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

Insurance.

The wireless provider shall carry, at the wireless provider's own cost and expense, the following insurance:

(i) property insurance for its property's replacement cost against all risks;

(ii) workers' compensation insurance, as required by law;

OR

(iii) commercial general liability insurance with respect to its activities on the City improvements or rights-of-way to afford minimum protection limits consistent with its requirements of other users of City improvements or rights-of-way, including coverage for bodily injury and property damage.

The wireless provider shall include the City as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the City in a commercial general liability policy prior to the collocation of any wireless facility.

A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the City. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this Section. A wireless provider that elects to self-insure shall provide to the City evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the City.

7-8-~~17~~18: VEGETATION CONTROL:

A. Electric Utilities; Compliance With State Laws And Regulations: An electric utility shall conduct all tree trimming and vegetation control activities in the right of way in accordance with applicable Illinois laws and regulations, and additionally, with such local franchise or other agreement with the city as permitted by law.

B. Other Utilities; Tree Trimming Permit Required: Tree trimming that is done by any other utility with facilities in the right of way and that is not performed pursuant to applicable Illinois laws and regulations specifically governing same, shall not be considered a normal maintenance operation, but shall require the application for, and the issuance of, a permit, in addition to any other permit required under this chapter.

1. Application For Tree Trimming Permit: Applications for tree trimming permits shall include assurance that the work will be accomplished by competent workers with supervision who are experienced in accepted tree pruning practices. Tree trimming permits shall designate an expiration date in the interest of assuring that the work will be expeditiously accomplished.

2. Damage To Trees: Poor pruning practices resulting in damaged or misshapen trees will not be tolerated and shall be grounds for cancellation of the tree trimming permit and for assessment of damages. The city will require compensation for trees extensively damaged and for trees removed without authorization. The formula developed by the International Society of Arboriculture will be used as a basis for determining the compensation for damaged trees or unauthorized removal of trees. The city may require the removal and replacement of trees if trimming or radical pruning would leave them in an unacceptable condition.

C. Specimen Trees Or Trees Of Special Significance: The city may require that special measures be taken to preserve specimen trees or trees of special significance. The required measures may consist of higher poles, side arm extensions, covered wire or other means.

D. Chemical Use:

1. Except as provided in the following subsection, no utility shall spray, inject or pour any chemicals on or near any trees, shrubs or vegetation in the city for any purpose, including the control of growth, insects or disease.

2. Spraying of any type of brush killing chemicals will not be permitted on rights of way unless the utility demonstrates to the satisfaction of the engineer that such spraying is the only practicable method of vegetation control. (Ord. 2007-97, 12-18-2007)

7-8-~~18~~19: REMOVAL, RELOCATION, OR MODIFICATIONS OF UTILITY FACILITIES:

A. Notice: Within ninety (90) days following written notice from the city, a utility shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any utility facilities within the rights of way whenever the corporate authorities have determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any city improvement in or upon, or the operations of the city in or upon, the rights of way.

B. Removal Of Unauthorized Facilities: Within thirty (30) days following written notice from the city, any utility that owns, controls, or maintains any unauthorized facility or related appurtenances within the rights of way shall, at its own expense, remove all or any part of such facilities or appurtenances from the rights of way. A facility is unauthorized and subject to removal in the following circumstances:

1. Upon expiration or termination of the permittee's license or franchise, unless otherwise permitted by applicable law;

2. If the facility was constructed or installed without the prior grant of a license or franchise, if required;

3. If the facility was constructed or installed without prior issuance of a required permit in violation of this chapter; or

4. If the facility was constructed or installed at a location not permitted by the permittee's license or franchise.

C. Emergency Removal Or Relocation Of Facilities: The city retains the right and privilege to cut or move any facilities located within the rights of way of the city, as the city may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the municipality shall attempt to notify the utility, if known, prior to cutting or removing a facility and shall notify the utility, if known, after cutting or removing a facility.

D. Abandonment Of Facilities: Upon abandonment of a facility within the rights of way of the city, the utility shall notify the city within ninety (90) days. Following receipt of such notice the city may direct the utility to remove all or any portion of the facility if the city engineer determines that such removal will be in the best interest of the public health, safety and welfare. In the event that the city does not direct the utility that abandoned the facility to remove it, by giving notice of abandonment to the city, the abandoning utility shall be deemed to consent to the alteration or removal of all or any portion of the facility by another utility or person. (Ord. 2007-97, 12-18-2007)

7-8-~~19~~20: CLEANUP AND RESTORATION:

The utility shall submit a landscape restoration plan to the city engineer for approval. The utility shall remove all excess material and restore all turf and terrain and other property within ten (10) days after any portion of the rights of way are disturbed, damaged or destroyed due to construction or maintenance by the utility, all to the satisfaction of the city engineer. This includes restoration of entrances and side roads. Restoration of roadway surfaces shall be made using materials and methods approved by the city engineer in the landscape restoration plan. Such cleanup and repair may be required to consist of backfilling, regrading, reseeding, resodding, or any other requirement to restore the right of way to a condition substantially equivalent to that which existed prior to the commencement of the project. The time period provided in this section may be extended by the city engineer for good cause shown. (Ord. 2007-97, 12-18-2007)

7-8-~~20~~21: MAINTENANCE AND EMERGENCY MAINTENANCE:

A. General: Facilities on, over, above, along, upon, under, across, or within rights of way are to be maintained by or for the utility in a manner satisfactory to the city and at the utility's expense.

B. Emergency Maintenance Procedures: Emergencies may justify noncompliance with normal procedures for securing a permit:

1. If an emergency creates a hazard on the traveled portion of the right of way, the utility shall take immediate steps to provide all necessary protection for traffic on the highway or the public on the right of way including the use of signs, lights, barricades or flaggers. If a hazard does not exist on the traveled way, but the nature of the emergency is such as to require the parking on the shoulder of equipment required in repair operations, adequate signs and lights shall be provided. Parking on the shoulder in such an emergency will only be permitted when no other means of access to the facility is available.

2. In an emergency, the utility shall, as soon as possible, notify the city engineer or his or her duly authorized agent of the emergency, informing him or her as to what steps have been taken for protection of the traveling public and what will be required to make the necessary repairs. If the nature of the emergency is such as to interfere with the free movement of traffic, the city police shall be notified immediately.

3. In an emergency, the utility shall use all means at hand to complete repairs as rapidly as practicable and with the least inconvenience to the traveling public.

C. Emergency Repairs: The utility must file in writing with the city a description of the repairs undertaken in the right of way within forty eight (48) hours after an emergency repair. (Ord. 2007-97, 12-18-2007)

7-8-~~21~~22: VARIANCES:

A. Request For Variance: A utility requesting a variance from one or more of the provisions of this chapter must do so in writing to the city engineer as a part of the permit application. The request

shall identify each provision of this chapter from which a variance is requested and the reasons why a variance should be granted.

B. Authority To Grant Variances: The city engineer shall decide whether a variance is authorized for each provision of this chapter identified in the variance request on an individual basis.

C. Conditions For Granting Of Variance: The city engineer may authorize a variance only if the utility requesting the variance has demonstrated that:

1. One or more conditions not under the control of the utility (such as terrain features or an irregular right of way line) create a special hardship that would make enforcement of the provision unreasonable, given the public purposes to be achieved by the provision; and

2. All other designs, methods, materials, locations or facilities that would conform with the provision from which a variance is requested are impracticable in relation to the requested approach.

D. Additional Conditions For Granting Of A Variance: As a condition for authorizing a variance, the city engineer may require the utility requesting the variance to meet reasonable standards and conditions that may or may not be expressly contained within this chapter but which carry out the purposes of this chapter.

E. Right To Appeal: Any utility aggrieved by any order, requirement, decision or determination, including denial of a variance, made by the city engineer under the provisions of this chapter shall have the right to appeal to the city council, or such other board or commission as it may designate. The application for appeal shall be submitted in writing to the city clerk within thirty (30) days after the date of such order, requirement, decision or determination. The city council shall commence its consideration of the appeal at the council's next regularly scheduled meeting occurring at least seven (7) days after the filing of the appeal. The city council shall timely decide the appeal. (Ord. 2007-97, 12-18-2007)

7-8-~~22~~23: PENALTIES:

Any person who violates, disobeys, omits, neglects or refuses to comply with any of the provisions of this chapter shall be subject to fine in accordance with the penalty provisions of this code. There may be times when the city will incur delay or other costs, including third party claims, because the utility will not or cannot perform its duties under its permit and this chapter. Unless the utility shows that another allocation of the cost of undertaking the requested action is appropriate, the utility shall bear the city's costs of damages and its costs of installing, maintaining, modifying, relocating, or removing the facility that is the subject of the permit. No other administrative agency or commission may review or overrule a permit related cost apportionment of the city. Sanctions may be imposed upon a utility that does not pay the costs apportioned to it. (Ord. 2007-97, 12-18-2007)

7-8-~~23~~24: ENFORCEMENT:

Nothing in this chapter shall be construed as limiting any additional or further remedies that the city may have for enforcement of this chapter. (Ord. 2007-97, 12-18-2007)

Footnotes - Click any footnote link to go back to its reference.

Footnote 1: 220 ILCS 50/1 et seq.

Chapter 10
BUILDING PERMIT FEES

[8-10-1: FEE SCHEDULE; PAYMENT OF FEES; FEE WAIVER; MISCELLANEOUS FEES; SURCHARGE; STOP WORK ORDER; REFUNDS; CERTIFICATE OF OCCUPANCY; SEWER CONNECTION FEE:](#)
[8-10-2: EFFECT ON EXISTING FEES:](#)

8-10-1: FEE SCHEDULE; PAYMENT OF FEES; FEE WAIVER; MISCELLANEOUS FEES; SURCHARGE; STOP WORK ORDER; REFUNDS; CERTIFICATE OF OCCUPANCY; SEWER CONNECTION FEE:

The hereinafter set forth fee schedule for the building department is the applicable fee rate schedule for the United City Of Yorkville:

A. Fee Schedule:

Building permit fee:	
New - commercial	$750.00, plus $0.20 per square foot
Addition - commercial	$500.00, plus $0.20 per square foot
Alteration - commercial	$350.00, plus $0.10 per square foot
New - multiple-family residential	$350.00, plus $0.15 per square foot
Alteration - multiple-family residential	$175.00, plus $0.10 per square foot
New - one- and two-family residential	$650.00, plus $0.20 per square foot
Addition - one- and two-family residential	$125.00, plus $0.10 per square foot
Alteration - one- and two-family residential	$50.00, plus $0.05 per square foot

Improvements requiring a permit (plan review fee included):	
Commercial/residential roofing	$ 50.00
Fence, patio, window replacement, or siding	50.00
Deck	135.00
Residential driveway	50.00
Commercial driveway/parking lot	$90.00, plus any additional engineering review fees (per resolution 2002-27), plus any additional consultant fees
Storage shed, pergola, arbor, or gazebo	$ 50.00
Inground swimming pool	135.00
Aboveground swimming pool	90.00
Portable (temporary) swimming pool	No charge
Electrical service panel replacement	$ 50.00
Electrical alteration (excluding fixture replacement)	50.00
Sign permit (without electric)	50.00
Sign permit (with electric)	100.00
Plumbing alteration (excluding fixture replacement)	$135.00, plus any additional consultant fees
Detached garage	$180.00
Demolition permit	90.00
Building relocation	50.00
Temporary parking (travel trailers)	200.00
Tent or similar type structure	50.00
Elevator/escalator units	$50.00 per unit, plus any additional consultant fees
"Other" permits not listed that require code	$ 50.00

compliance or inspection approval	
"Occupancy permit"	50.00
"Temporary occupancy permit"	200.00
Telecommunication tower	750.00
Equipment shelter building for tower	750.00
Additional antenna or a single user group of antennas on existing tower	250.00
Small wireless facility on an existing utility pole or wireless support structure	$650.00
Small wireless facility in a consolidated application for more than one facility on existing poles or wireless support structure.	$350.00
Small wireless facility installation on a new utility pole.	$1000.00

Plan review fees:

New - commercial: Plan review fee based on the size of the building in cubic feet

Building Size	Plan Review Fee
Up to 60,000 cubic feet	$355.00
60,001 to 80,000 cubic feet	400.00
80,001 to 100,000 cubic feet	475.00
100,001 to 150,000 cubic feet	550.00
150,001 to 200,000 cubic feet	650.00
Over 200,000 cubic feet	$650.00, plus $6.50 per 10,000 cubic feet over
Or, any consultant plan review fees	

Alteration - commercial: Plan review fee based on the size of the building in cubic feet

Building Size	Plan Review Fee
Up to 60,000 cubic feet	$177.50

60,001 to 80,000 cubic feet	200.00
80,001 to 100,000 cubic feet	237.50
100,001 to 150,000 cubic feet	275.00
150,001 to 200,000 cubic feet	325.00
Over 200,000 cubic feet	$325.00, plus $3.25 per 10,000 cubic feet over
Or, any consultant plan review fees	
New - residential	$100.00 per "dwelling unit", or any consultant plan review fees
Engineering review fee	See section 11-8-2 of this code
Fire protection systems:	
Fire detection/alarm systems	$115.00 per 10,000 square feet of floor area, or any consultant fees
Fire sprinkler systems: This fee based on the following criteria:	
Number Of Sprinkler Heads	Permit Fee
Up to 200	$250.00
201 to 300	300.00
301 to 500	400.00
Over 500	$450.00, plus $0.60 per sprinkler over 500, or any consultant fees
Alternate fire suppression systems:	
Standpipe	$175.00 per standpipe riser
Specialized extinguisher agent (dry or other chemical agent)	$125.00 per 50 pounds agent
Hood and duct cooking extinguisher agent	$150.00 flat rate, per system, or any consultant fees

(Ord. 2010-23, 5-25-2010; amd. Ord. 2011-08, 3-22-2011)

B. Payment Of Fees: A permit shall not be valid until the fees prescribed by law have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

C. Fee Waiver For Public Governmental Agencies: Permit fees associated with construction, alteration, or addition to any public governmental agency may be subject to a fifty (50) to one hundred percent (100%) discount with approval and consent of the city administrator. All out of pocket expenses and charges by outside agencies or consultants shall be paid in full prior to final approval and/or issuance of the certificate of occupancy.

D. Miscellaneous Fees: During the construction or remodeling process, inspections shall be made to ensure compliance with applicable building codes, ordinances, or any state and federal regulations.

Plumbing inspection fee	$45.00 each, or any consultant fees
Miscellaneous inspection fee	$35.00 each

In the event that a building official or city engineer determines, after a requested inspection, that the work fails to comply with the approved plans associated with the permit or fails to meet the requirements imposed by a local ordinance or a state statute, the permit holder may be subject to reinspection fees in accordance with the following schedule:

Building department:	
First reinspection	$ 50.00
Second reinspection	75.00
3 or more reinspections	100.00 each
Engineering department reinspections	100.00 each

E. Surcharge: It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by the building code, or cause same to be done, in conflict with or in violation of any of the provisions of the building code. Any work performed prior to obtaining the appropriate permit shall be subject to a permit fee surcharge in the amount of fifty percent (50%) of the permit fee at a minimum charge of fifty dollars ($50.00).

F. Stop Work Order: Upon notice from the building official that work on any building or structure is being prosecuted contrary to the provisions of the locally adopted building code or in an unsafe and dangerous manner, such work shall be immediately stopped. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work; and shall state the conditions under which work will be permitted to resume. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines in the amount of two hundred dollars ($200.00) to seven hundred fifty dollars ($750.00) per offense. Each and every day constitutes a separate offense and shall be fined accordingly.

G. Refunds: Any and all permits subject to a refund shall be subject to review and approval by the city administrator.

H. Certificate Of Occupancy: No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of the building code or of other ordinances of the United City Of Yorkville. Certificates presuming to give authority to violate or cancel the provisions of the building code or other ordinances of the United City Of Yorkville shall not be valid.

I. Sewer Connection Fee:

1. A fee is hereby established payable for each PE or drain unit at the issuance of every building permit issued by the city, for any parcel of real property located within the sanitary sewer service area depicted in exhibit A attached to the ordinance codified herein and incorporated herein by reference.

a. For purposes of residential sanitary sewer conversions, PE shall be calculated at the rate of twenty five dollars ($25.00) per PE for single-family residential properties.

b. For all other properties the fee shall be calculated on the basis of twenty five dollars ($25.00) per drain unit, as calculated per section 7-6-4-1 of this code.

c. The above fees will, in addition, accumulate interest from the time of expenditure by the city at a rate of eight percent (8%) per annum.

2. The above fees are to be paid for all building permits issued on real property located within the sanitary sewer service area depicted in exhibit A attached to the ordinance codified herein and incorporated herein by reference, for which a new sanitary sewer connection is required.

3. The fee is applicable to both property within the city and property outside the city boundaries which hook on to the city sanitary sewer system and are serviced by Yorkville-Bristol sanitary district plant.

4. This fee shall be required to be paid on all affected real properties after the ordinance codified herein is passed and approved by the city council; and due publication thereof.

5. The fees to be charged under the terms of the ordinance codified herein shall be imposed for a period of twenty (20) years from the passage date hereof.

This fee is in addition to any other fees charged by the city for any other purpose including any other sanitary sewer fees. (Ord. 2010-23, 5-25-2010)

8-10-2: EFFECT ON EXISTING FEES:

All existing building permit fees enacted by the city are hereby revoked. Prior ordinances affecting zoning, utility, sewer, water, and other hookup fees, land cash fees, and the like shall remain in full force and effect. (Ord. 2002-05, 3-26-2002)

Chapter 18
TELECOMMUNICATION TOWER AND ANTENNA REGULATIONS

10-18-1: DEFINITIONS:
10-18-2: APPLICABILITY:
10-18-3: GENERAL REQUIREMENTS:
10-18-4: PERMITTED USES:
10-18-5: SPECIAL USES AND ACCESSORY USES:
10-18-6: NONCONFORMING USES:
10-18-7: ANNUAL REPORTING OF INFORMATION:

10-18-1: DEFINITIONS:

ALTERNATIVE TOWER STRUCTURE: Manmade trees, clock towers, bell steeples, light poles and similar alternative design mounting structures that camouflage or conceal the presence of antennas and towers.

ANTENNA: Communications equipment that transmits or receives electromagnetic radio signals used in the provision of any type of wireless communications services not including small wireless facilities.

ANTENNA STRUCTURES: Those structures which include the radiating and/or receiving system, its supporting structures (see definition of tower), and any appurtenance mounted thereon as defined by the FCC or any successor agency.

FAA: The Federal Aviation Administration.

FCC: The Federal Communications Commission.

HEIGHT: When referring to a tower or other structure, the distance measured from the finished

grade of the parcel to the highest point on the tower or other structure, including the base pad and antenna structures.

NO-IMPACT ANTENNA AND TOWERS: A tower or antenna which is either: a) virtually invisible to the casual observer, such as an antenna behind louvers on a building, or inside a steeple or similar structure, or b) camouflaged so as to blend in with its surroundings to such an extent that it is no more obtrusive to the casual observer than the structure on which it is: 1) placed, such as a rooftop, lighting standard, or existing tower, or 2) replacing, such as a school athletic field light standard.

~~PERSONAL WIRELESS FACILITY: Any facility for the provision of personal wireless services as defined by the FCC or any successor agency.~~

~~PERSONAL WIRELESS SERVICES: Commercial mobile services, unlicensed wireless services and common carrier wireless exchange access services as defined by the FCC or any successor agency.~~

PREEXISTING TOWERS OR ANTENNAS: Any tower or antenna for which a building permit or conditional use permit has been properly issued prior to the effective date hereof, including permitted towers and antennas that have not yet been constructed so long as such approval is current and not expired.

SMALL WIRELESS FACILITY: A wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services. Small wireless facilities are permitted uses if they are collocated in right-of-way in any zoning district or outside rights-of-way in property zoned exclusively for commercial or industrial use.

TOWER: Any structure that is designed and constructed primarily for the purpose of supporting one (1) or more antennas for telephone, radio and similar communications purposes, including self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, alternative tower structures, and the like. The term includes the structure and any support thereto. (Ord. 2014-73, 11-25-2014; amd. Ord. 2017-35, 6-27-2017)

10-18-2: APPLICABILITY:

A. New Towers And Antennas: All new towers or antennas in Yorkville shall be subject to these regulations, except as provided in subsections B through E of this section inclusive.

B. Amateur Radio Station Operator/Receive Only Antennas: This chapter shall not govern any tower, or the installation of any antenna, that is under eighty feet (80') in height and is owned and operated by a Federally licensed amateur radio station operator or is used exclusively for receive

only antennas. No receive only antenna shall exceed the highest point on the nearest residential rooftop of a dwelling by more than ten feet (10').

C. Preexisting Towers Or Antennas: Existing towers and existing antennas which predated this chapter, shall not be required to meet the requirements of this chapter other than the requirements of subsections 10-18-3F, H and R of this chapter. All preexisting towers and antennas shall be subject to the tower and antenna administrative fee.

D. AM Array: For purposes of implementing this chapter, AM array, consisting of one (1) or more tower units and supporting ground system which functions as one (1) AM broadcasting antenna, shall be considered one (1) tower. Measurements for setbacks and separation distances shall be measured from the outer perimeter of the towers included in the AM array. Additional tower units may be added within the perimeter of the AM array by right. (Ord. 2014-73, 11-25-2014)

E. Within Public Right-Of-Way: If the tower and/or antenna is situated within the public right-of-way, such tower and/or antenna must meet the requirements of title 7, chapter 8, "Construction Of Utility Facilities In Rights-Of-Way", of this Code. (Ord. 2017-35, 6-27-2017)

10-18-3: GENERAL REQUIREMENTS:

A. Special Or Accessory Use: Antennas and towers may be considered either special or accessory uses. A different existing use of an existing structure on the same lot shall not preclude the installation of an antenna or tower on such lot.

B. Lot Size: For purposes of determining whether the installation of a tower or antenna complies with Yorkville's development regulations, including, but not limited to, setback requirements, lot coverage requirements, and other such requirements, the dimensions of the entire lot shall control, even though the antennas or towers may be located on leased parcels within such lot.

C. Inventory Of Existing Sites: Each applicant for approval of an antenna and/or tower shall provide to the Zoning Officer an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of Yorkville or within one (1) mile of the border thereof, including specific information about the location, height, and design of each tower. The Zoning Officer may share such information with other applicants applying for administrative approvals or special use permits under this chapter or other organizations seeking to locate antennas within the jurisdiction of Yorkville, provided, however that the Zoning Officer is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

D. Aesthetics: Towers and antennas shall meet the following requirements:

1. Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obtrusiveness.

2. At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural settings and surrounding buildings.

3. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.

E. Lighting: Towers shall not be artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views.

F. State Or Federal Requirements: All towers must meet or exceed current standards or regulations of the FAA, the FCC and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the towers and antennas governed by this chapter shall bring such towers and antennas into compliance with such revised standards and regulations within six (6) months of the effective date of such standards and regulations, unless a more restrictive compliance schedule is mandated by the controlling state or federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.

G. Building Codes/Safety Standards: Any owner or operator of an antenna, antenna structure or tower shall maintain the antenna, antenna structure or tower in compliance with the standards contained in the current and applicable state or local building codes and the applicable standards for towers that are published by the national electrical code NFPA 70 and international building code; radio, television sec. 3108, as amended from time to time. If, upon inspection, the city of Yorkville concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards. Failure to bring the antenna, antenna structure, or tower into compliance within the thirty (30) day period shall constitute grounds for the removal of the antenna, antenna structure or tower at the owner's expense.

H. Measurement: For purposes of measurement, tower setbacks and tower separation distances shall be calculated and applied to facilities located in Yorkville irrespective of municipal and county jurisdictional boundaries.

I. Not Essential Services: Antennas, antenna structures, and towers shall be regulated and permitted pursuant to this chapter and shall not be regulated or permitted as essential services, public utilities, or private utilities.

J. Public Notice: For purposes of this chapter, any special use request, variance request, or appeal of an administratively approved use or special use shall require public notice and individual notice by the city of Yorkville to all abutting property owners and all properties that are located within two hundred fifty feet (250') of the zoning lot in question. Streets, alleys and watercourses shall not be considered in the determination of "abutting" nor in calculating the two hundred fifty feet (250').

K. Signs: No signs shall be allowed on an antenna or tower other than those required by the FCC.

L. Buildings And Support Equipment: Buildings and support equipment associated with antennas or towers shall comply with the requirements of subsection 10-18-5K of this chapter.

M. Multiple Antenna/Tower Plan: The city of Yorkville encourages all plans for towers and antenna sites to be submitted in a single application for approval of multiple towers and/or antenna sites. Applications for approval of multiple sites shall be given priority in the review process.

N. Antenna On Existing Structures: Any antenna which is not attached to a tower may be approved by the city of Yorkville as an accessory use to any commercial, industrial, professional, institutional, or multi-family structure of eight (8) or more dwelling units, provided:

1. The antenna does not extend more than thirty feet (30') above the highest point of the structure;

2. The antenna complies with all applicable FCC and FAA regulations; and

3. The antenna complies with all applicable building codes and safety standards as referenced in subsection G of this section.

O. Antennas On Existing Towers: An antenna which is attached to an existing tower may be approved by the zoning officer and, to minimize adverse visual impacts associated with the proliferation and clustering of towers, collocation of antennas by more than one carrier on existing towers shall take precedence over the construction of new towers, provided such collocation is accomplished in a manner consistent with the following:

1. Additional Antenna: A tower which is modified or reconstructed to accommodate the collocation of an additional antenna shall be of the same tower type as the existing tower, unless the zoning officer allows reconstruction as a monopole.

2. Height:

a. An existing tower may be modified or rebuilt to a taller height, not to exceed thirty feet (30') over the tower's existing height, such height not exceeding one hundred fifty feet (150') in total, to accommodate the collocation of an additional antenna.

b. The height change referred to in subsection O2a of this section may only occur one time per communication tower.

c. The additional height referred to in subsection O2a of this section shall not require an additional distance separation. The tower's premodification height shall be used to calculate such distance separations.

3. On Site Location:

a. A tower which is being rebuilt to accommodate the collocation of an additional antenna may be moved on site within fifty feet (50') of its existing location.

b. After the tower is rebuilt to accommodate collocation, only one tower may remain on the site.

c. A relocated on site tower shall continue to be measured from the original tower location for purposes of calculating separation distances between towers. The relocation of a tower hereunder shall in no way be deemed to cause a violation of this chapter.

d. The on site relocation of a tower which comes within the separation distances to residential units or residentially zoned lands as established in this zoning ordinance shall only be permitted when approved by the zoning officer.

4. New Towers In Nonresidential Zoning Districts: An applicant may locate any new tower in an O, B-1, B-2, B-3, B-4, M-1, M-2, or A-1 zoning district, provided that: a) a licensed professional engineer certifies the tower can structurally accommodate the number of shared users proposed by the applicant; b) the zoning officer concludes the tower is in conformity with the goals set forth in this subsection O and the requirements of this subsection; c) the tower meets the setback and separation requirements in subsection 10-18-5E of this chapter; and d) the tower meets the following height and usage criteria:

a. For a single user, up to and including one hundred twenty feet (120') in height;

b. For two (2) users, up to one hundred fifty feet (150') in height; and

c. For three (3) or more users, up to and including one hundred eighty feet (180') in height.

P. Roadway Access: All sites on which antennas, antenna structures and towers are located must have a passable roadway access of compacted macadam base not less than seven inches (7") thick surfaced with not less than two inches (2") of asphaltic concrete or some comparable dustless material.

Q. Fencing: The structures upon any site upon which an antenna, antenna structure, or tower is located shall be surrounded by an opaque screen which is no less than six feet (6') in height and equipped with an appropriate anticlimbing device. Screening materials shall include either wooden or chainlink fencing. Shrubbery and bushes shall be required, in addition to the wooden or chainlink fence, unless specifically waived by Yorkville in its discretion in appropriate cases.

R. Disguised Structures: The provider of an antenna, antenna structure, or tower may propose to disguise the proposed antenna, antenna structure or tower. Any such disguise must be aesthetically consistent with the character of the surrounding area and environment, and be constructed in such a manner where the health or safety of Yorkville residents shall not be endangered. Yorkville may require the disguise of an antenna, antenna structure or tower as a condition of approval of a building permit or special use permit if the antenna, antenna structure or tower is to be erected on a golf course or other public recreational area.

S. Annual Administrative Fee And Certifications:

1. The annual administration fee payable to the city of Yorkville by any owner and/or operator of an antenna, antenna structure, or tower shall be the sum of thirty five dollars ($35.00) which shall be due on or before January 10 of each calendar year commencing with calendar year 2001.

2. In the event a tower is inspected and a certification provided by the owner and/or operator of said tower or related facility showing compliance with all regulations, the above fee shall be the only fee charged. In the event the owner and/or operator of an antenna, antenna structure, or tower fails to have the certification as is required annually to be filed with the city under the terms of this subsection, the owner and/or operator shall reimburse the city for the actual cost of the outside consultant the city deems necessary to conduct said inspection which shall be a minimum of three hundred fifty dollars ($350.00) and any additional cost incurred therein.

   The city of Yorkville reserves the right to increase or decrease the amount of the administrative fee as it deems necessary. A separate administrative fee shall be paid by each user or collocator on a tower.

T. Permit Required: Prior to the construction of an antenna, antenna structure or tower the provider of the radio, television, or telecommunications services shall obtain a permit from Yorkville for the erection of such antenna, antenna structure or tower. An applicant for a permit for an antenna, antenna structure, or tower shall pay a fee in accordance with the fee schedule set

forth in title 8, chapter 10 of this code, plus any reasonable legal, engineering, or consulting fees at the conclusion of the review.

U. Waiver Of Provisions: An applicant can request a waiver of any provision of this chapter upon the showing of appropriate justification and benefit to the public. Such request shall be treated as a request for a variance and the appropriate procedures thereto shall apply. (Ord. 2014-73, 11-25-2014)

10-18-4: PERMITTED USES:

A. General: The following uses listed in this section are deemed to be permitted uses and shall not require administrative approval or a special use permit.

B. Uses: Antennas, antenna structures and towers are specifically permitted in any zoning classification, except that part of any zoning district which is located in a floodplain, so long as said antennas or towers conform to the following and all other requirements of this title:

Antennas and towers located on property owned, leased, or otherwise controlled by Yorkville, particularly and expressly including Yorkville's water tower sites, and city hall and police station sites, provided that a lease authorizing such antenna, antenna structure, or tower has been approved by Yorkville.

Antennas or towers are permitted to be located on the Burlington Northern Railroad easement running southwest and northeast through Yorkville, subject to subsections 10-18-3A through U of this chapter.

No-impact antennas and towers. (Ord. 2014-73, 11-25-2014)

10-18-5: SPECIAL USES AND ACCESSORY USES:

A. General Provisions:

1. Radio and telecommunications antennas, antenna structures and towers used for ~~personal wireless facilities, personal wireless services,~~ radio transmission, or television transmission shall be subject to the special use provisions contained within section 10-4-9of this title and applications for special use permits shall be subject to the procedures and requirements of this title, except as modified in this chapter.

2. In granting a special use permit, the plan commission may impose conditions to the extent the plan commission concludes such conditions are necessary to minimize any adverse effect of the proposed tower on adjoining properties.

3. Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical, shall be certified by a licensed professional engineer.

4. An applicant for a special use permit shall submit the information described in this section and a nonrefundable fee as established by resolution of the city council of Yorkville to reimburse Yorkville for the cost of reviewing the application.

5. Antennas, antenna structures and towers shall be allowed as special uses only consistent with all of the requirements of this chapter in the following zoning districts: R-1, single-family suburban residence - private school, church, golf course, public utility facilities, public service use facilities with radio or TV tower sites only; R-2, single-family traditional residence - private school, church, golf course, public utility facilities, public service use facilities with radio or TV tower sites only; B-1, local business district; B-2, retail commerce business district; B-3, general business district; B-4, service business district; and A-1, agricultural district.

6. Antennas, antenna structures and towers shall be allowed as a special use in the E-1, estate district if it is consistent with all of the requirements of this chapter and the following criteria:

a. The parcel that any antennas, antenna structures and towers are located on must be at least two (2) acres.

b. The total height of the structure must be less than the distance from the base of the structure to the closest property line of all adjacent parcels.

7. Antennas, antenna structures and towers shall be allowed as accessory uses only consistent with all of the requirements of this chapter in the following zoning districts: M-1, limited manufacturing district, and M-2, general manufacturing district.

B. Information Required: In addition to any information required for applications for special use permits referenced above, each petitioner requesting a special use permit under this chapter for an antenna, antenna structures, and tower shall submit a scaled site plan and a scaled elevation view and other supporting drawings, calculations, and other documentation signed and sealed by appropriate licensed professionals, showing the location, type and dimensions of all improvements, including information concerning topography, radio frequency coverage, tower height requirements, setbacks, drives, proposed means of access, parking, fencing, landscaping, adjacent uses, adjacent roadway, and other information deemed necessary by Yorkville to be necessary to assess compliance for this chapter. In addition, the following information shall be supplied:

1. Legal description of the parent track and leased parcel (if applicable);

2. The setback distance between the proposed structure and the nearest residential unit, platted residentially zoned properties and unplatted residentially zoned property;

3. The separation distance from other structures in the inventory of existing sites submitted pursuant to subsection 10-18-3C of this chapter shall be shown on an updated site plan or map and the applicant shall also identify the type of construction of the existing structure(s) and the owner/operator of the existing structure(s), if known;

4. A landscape plan showing specific landscape materials;

5. The method of fencing and finish color and, if applicable, the method of camouflage and illumination;

6. A description of compliance with subsections 10-18-3C, E, F, G, H, I, and M of this chapter and all applicable federal, state or local laws;

7. A notarized statement by the applicant as to whether construction of the tower will accommodate collocation of additional antennas for future users;

8. Identification of the entities providing the backhaul network for the structure(s) described in the application and other cellular sites owned or operated by the applicant in Yorkville;

9. A description of the suitability of the use of existing towers, other structures or alternative technology not requiring the use of towers or structures to provide the services to be provided through the use of the proposed new tower; and

10. A description of the feasible location(s) of future towers or antennas within Yorkville based upon existing physical, engineering, technological or geographical limitations in the event the proposed tower is erected.

11. An applicant shall be notified within thirty (30) days if the application is incomplete. The city shall make a decision on collocation within ninety (90) days and all other siting applications within one hundred fifty (150) days of the receipt of a completed application.

C. Factors Considered In Granting Special Use Permits: The city of Yorkville shall consider the following factors in determining whether to issue a special use permit above and beyond those factors referenced in section 10-4-9 of this title. The city of Yorkville may waive or reduce the burden on the petitioner of one or more of these criteria if Yorkville concludes that the goals of this chapter are better served thereby.

1. Height of the proposed antenna, antenna structure or tower;

2. Proximity of the antenna, antenna structure or tower to residential structures and residential district boundaries;

3. Nature of uses on adjacent and nearby properties;

4. Surrounding topography;

5. Surrounding tree coverage and foliage;

6. Design of the antenna, antenna structure or tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness;

7. Proposed ingress and egress.

D. Height: No antenna, antenna structure, or tower shall exceed a height of one hundred (100) linear feet in aerial height. Where an arm has been installed to facilitate collocation of an additional antenna on the existing antenna structure or tower, the arm shall not exceed a length of twelve (12) linear feet.

E. Setbacks And Separation:

1. Setbacks: Antennas, antenna structures or towers must be set back a distance equal to the height of the antenna, antenna structure, or tower from any off site, residential structure. Antenna structures, guylines, and equipment shelters must satisfy the minimum setback requirements for E-1, R-1, R-2, R-2D, B-1, B-2, B-3, B-4, M-1, M-2, and A-1 zoning districts.

2. Separation: The following separation requirements shall apply to all towers and antennas for which a special use permit is required; provided, however, that the plan commission may reduce the standard separation requirements if the goals of this chapter would be better served thereby, or if enforcement of said setback would effectively prohibit said tower:

a. Separation From Off Site Uses/Designated Area:

(1) Tower separation shall be measured from the base of the tower to the lot line of the off site uses and/or designated areas as specified in table 10.18.01 of this section, except as otherwise provided in table 10.18.01 of this section.

(2) Separation requirements for towers shall comply with the minimum standards established in table 10.18.01 of this section.

TABLE 10.18.01
SEPARATION REQUIREMENTS

Off Site Use/Designated Area	Separation Distance
Single-family or duplex residential units principal building	500 feet
Vacant single-family or duplex residentially zoned land which is either platted or has preliminary subdivision plan approval which is not expired	500 feet
Vacant unplatted residentially zoned lands, including unplatted residential use property without a valid preliminary subdivision plan or valid development plan approval and any multi-family residentially zoned land greater than duplex	500 feet
Existing multi-family residential units greater than duplex	100 feet or 100 percent of the tower height, whichever is greater
Nonresidentially zoned lands or nonresidential uses	None
The Fox River or any watercourse	500 feet, as measured

	from the shore
Major highways (as defined in the Yorkville comprehensive plan)	500 feet from the right of way

b. Separation Distances Between Towers:

(1) Separation distances between towers shall be applicable for and measured between the proposed tower and preexisting towers. The separation distances shall be measured by drawing or following a straight line between the base of the existing tower and the proposed base, pursuant to a site plan, of the proposed tower. The separation distances (listed in linear feet) shall be as shown in table 10.18.02 of this section.

TABLE 10.18.02
EXISTING TOWER SEPARATION DISTANCES

Existing Tower Type	Separation Distance			
	Lattice	Guyed	Monopole (Taller Than 75 Feet)	Monopole (Shorter Than 75 Feet)
Lattice	1,000	1,500	500	250
Guyed	1,000	1,750	1,500	1,250
Monopole (taller than 75 feet)	500	1,500	250	250
Monopole (shorter than 75 feet)	250	1,250	250	250

F. Siting On Wetland Prohibited: No antenna, antenna structure, or tower shall be located in an area which has been designated as a wetland either by the city of Yorkville, Kendall County, the state of Illinois department of natural resources, the United States department of the interior or the United States army corps of engineers, and any and all governmental bodies and agencies having jurisdiction.

G. FCC Signage: To the extent that signage is required by the FCC on an antenna structure, or tower, that signage shall constitute no more than five percent (5%) of the square footage of the antenna, antenna structure, or tower or shall be no larger than is required by the FCC, whichever shall constitute the smallest signage area.

H. Preservation Of Landscape: Existing mature tree growth and natural landforms on the proposed antenna, antenna structure, or tower site shall be preserved to the maximum extent possible.

I. Utilities And Access Required: Radio and telecommunications antennas, antenna structures, and towers, including, but not limited to, those used for personal wireless services, personal wireless facilities and unlicensed wireless services, shall be required to include adequate utilities, access, and/or other facilities necessary for the servicing of the antenna, antenna structure or tower. All such utilities shall be buried.

J. Signal Interference: No signal transmission from any antenna, antenna structure, or tower shall interfere with police, fire, public works or any other governmental radio band signals. In the case of the possibility of such interference based upon the frequencies selected for the proposed antenna, antenna structure, or tower, the petition for special use shall be denied.

K. Equipment Shelter And Equipment Cabinets:

1. Equipment Shelter: A provider of a radio, television, or telecommunications antenna, antenna structure, or tower may provide an equipment shelter on the site of the antenna, antenna structure, or tower. The square footage of the equipment shelter may not exceed more than twenty percent (20%) of the total square footage of the antenna, antenna structure or tower ground site or four hundred fifty (450) square feet, whichever is greater. At any antenna, antenna structure, or tower site in which more than one antenna has been collocated, no more than three (3) equipment shelters shall be allowed. Multiple equipment shelters shall be contained under one roof if at all practicably possible. No equipment shelter shall be approved as part of the site plan unless appropriate electrical power and road ingress and egress facilities are planned for inclusion at the equipment shelter site.

2. Equipment Cabinets:

a. In residential districts, the equipment cabinet or structure may be located in a front or side yard provided the cabinet or structure is no greater than four feet (4') in height or twenty four (24) square feet of gross floor area and the cabinet/structure is located a minimum of six feet (6') from all lot lines. The cabinet/structure shall be screened by hedging or shrubbery with an ultimate height of at least forty two (42) to forty eight inches (48") and a planted height of at least thirty six inches (36").

b. In a rear yard, provided the cabinet or structure is no greater than six feet (6') in height or sixty four (64) square feet in gross floor area. The structure or cabinet shall be screened by hedging or shrubbery with an ultimate height of eight feet (8') and a planted height of at least thirty six inches (36"). In all other instances, structures or cabinets shall be screened from view of all residential properties which abut or are directly across the street from the structure or cabinet by a solid fence six feet (6') in height or a hedge with an ultimate height of eight feet (8') and a planted height of thirty six inches (36").

c. In commercial or industrial districts the equipment cabinet or structure shall be no greater than six feet (6') in height or sixty four (64) square feet in gross floor area. The structure or cabinet shall be screened by a hedge or shrubbery with an ultimate height of eight feet (8') and a planted height of at least thirty six inches (36"). In all other instances, structures or cabinets shall be screened from view of all residential properties which abut or are directly across the street from the structure or cabinet

by a solid fence six feet (6') in height or a hedge with an ultimate height of eight feet (8') and a planted height of at least thirty six inches (36").

L. Code Requirements: Any antenna, antenna structure, or tower must meet code requirements established by the national electrical code, NFPA 70 and international building code; radio, television towers codes currently in effect as required by Yorkville and all applicable marking and lighting standards as established by the federal aviation administration.

M. Removal Of Abandoned Antennas, Antenna Structures, Or Towers: Any antenna, antenna structure, or tower that is not operated for a continuous period of twelve (12) months or for which the annual administrative fee is not paid within a twelve (12) month period shall be considered abandoned, and the owner of such antenna, antenna structure, or tower shall remove same from within ninety (90) days of receipt of written notice from Yorkville notifying the owner of such abandonment. If such antenna, antenna structure, or tower is not removed within said ninety (90) days Yorkville shall remove such antenna, antenna structure, or tower at the owner's expense and file a lien against the real estate for the cost of removal or such other action as provided by law. If there are two (2) or more users of a single antenna, antenna structure, or tower, then this provision shall not become effective until all users cease using the antenna, antenna structure, or tower.

N. Collocation: A request for approval of a special use permit for the installation of an antenna, alternative antenna, antenna structure or tower, the zoning board may by express condition require that the applicant shall allow, on a commercially reasonable basis, other providers of personal wireless telecommunications services to collocate additional antennas or antenna structures on a freestanding pole which is part of applicant's proposed personal wireless facility, where collocation is technologically feasible. (Ord. 2014-73, 11-25-2014)

10-18-6: NONCONFORMING USES:

A. Prohibited Expansion Of Nonconforming Use: Towers that are constructed and antennas that are installed in accordance with the provisions of this chapter shall not be deemed to constitute the expansion of a nonconforming use or structure.

B. Preexisting Towers: Preexisting towers shall be allowed to continue their usage as they presently exist. Routine maintenance (including replacement with a new tower of like construction and height) shall be permitted on such preexisting towers. New construction other than routine maintenance on a preexisting tower shall comply with the requirements of this chapter.

C. Rebuilding Damaged Or Destroyed Nonconforming Antennas, Antenna Structures Or Towers: Notwithstanding any provision in this chapter to the contrary, bona fide nonconforming antennas,

antenna structures or towers or antennas that are damaged or destroyed may be rebuilt without having first obtained administrative approval or a special use permit and without having to meet the separation requirements specified elsewhere in this chapter. The type, height, and location of the tower on site shall be of the same type and intensity as the original facility approved. Building permits to rebuild a facility shall comply with the then applicable building codes and shall be obtained within one hundred eighty (180) days from the date the facility is damaged or destroyed. If no permit is obtained within the time specified or if said permit expires, the tower or antenna shall be deemed abandoned as specified in subsection 10-18-5M of this chapter. (Ord. 2014-73, 11-25-2014)

10-18-7: ANNUAL REPORTING OF INFORMATION:

Each owner of an antenna, antenna structure, or tower regulated under this chapter, and including those previously existing structures which would have been regulated under this chapter, shall, on an annual basis, furnish Yorkville with such information as is required by Yorkville to aid with the administration of this chapter, such as changes in availability of space on any tower for collocation of additional antennas, plans to abandon a position on a tower, thereby leaving space for the possible collocation of another antenna, plans and/or willingness to modify said tower and antenna structure so as to provide for the possibility of collocation, or intentions to abandon a tower structure, or other nonproprietary information as may be required by Yorkville. Upon written notice from the city of Yorkville to the owner thereof, the effective date of this chapter, which tower and/or antenna structure would otherwise be regulated by this chapter, shall register with Yorkville, and shall provide such nonproprietary information as is deemed useful by Yorkville for administration of this chapter. This section is specifically deemed to have retroactive effect. (Ord. 2014-73, 11-25-2014)