

United City of Yorkville

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

www.yorkville.il.us

AGENDA CITY COUNCIL MEETING Tuesday, April 28, 2020 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

Ken Koch Jackie Milschewski Chris Funkhouser Seaver Tarulis
Dan Transier Arden Joe Plocher Joel Frieders Jason Peterson

Establishment of Quorum:

Amendments to Agenda:

Presentations:

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda (as recommended by Mayor Purcell):

- 1. CC 2020-23 Ashley Pointe Acceptance of Public Improvements accept the public improvements (water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting, and parkway trees) as described in the Bill of Sale for ownership and maintenance by the city and authorize a reduction to the performance guarantee to the amount of \$57,960.00 to cover the one-year maintenance period, subject to verification that the developer has no outstanding debt owed to the City for this project and subject to receipt of a signed Bill of Sale
- 2. CC 2020-24 Fox Hill and Sunflower Estates SSA Landscape Maintenance Contract Award authorize staff to enter into a contract with Cox Landscaping, LLC of Yorkville for the landscape maintenance services for the Fox Hill and Sunflower Estates SSA areas
- 3. CC 2020-25 Resolution Authorizing the Execution of a Contract for the Countryside Lift Station Basement Painting Services with LeCuyer Painting and Decorating, Inc. in the Amount not to Exceed \$44,900.00 authorize the Mayor and City Clerk to execute
- 4. CC 2020-26 Resolution Authorizing the Execution of a Contract for the Materials Purchase for the Raintree Subdivision Lighting Project with Amperage Electrical Supply, Inc. in the Amount not to Exceed \$80,964.50 authorize the Mayor and City Clerk to execute

Minutes for Approval:

1. Minutes of the Regular City Council – April 14, 2020

Bill Payments for Approval from the Current Bill List:

Payments total these amounts:

- \$ 323,085.85 (vendors)
- \$ 303,733.20 (payroll period ending 04/17/20)
- \$ 626,819.05 (total)

Mayor's Report:

- 1. CC 2020-27 Ordinance Granting Emergency Powers to the Mayor of the United City of Yorkville
- 2. CC 2020-28 Appointment of Department Heads
- 3. CC 2020-29 Proclamation for Motorcycle Awareness Month

Public Works Committee Report:

Please note: Items placed on this section of agenda were unable to be discussed at the April 21st Public Works Committee due to the cancellation of the meeting.

- 1. CC 2020-30 Capital Improvement Projects Update
- 2. CC 2020-31 Quarterly Bond and Letter of Credit Reduction Summary
- 3. CC 2020-32 Elizabeth Street Water Main Improvements Contract Award
- 4. CC 2020-33 Elizabeth Street Water Main Improvements Construction Engineering Agreement

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Please note: Items placed on this section of agenda were unable to be discussed at the April 15th Administration Committee due to the cancellation of the meeting.

1. CC 2020-34 Municipal Aggregation Bid Results

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Planning and Zoning Commission:

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

4. CC 2020-35 Budget Update

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: May 20, 2020 - 6:00 p.m. - City Hall Conference Room

CommitteeDepartmentsLiaisonsChairman:Alderman FunkhouserFinanceLibrary

Vice-Chairman: Alderman Transier Administration

Committee: Alderman Plocher Committee: Alderman Peterson

ECONOMIC DEVELOPMENT: May 5, 2020 – 6:00 p.m. – City Hall Conference Room

<u>Committee</u> <u>Departments</u> <u>Liaisons</u>

Chairman: Alderman Milschewski Community Development Planning & Zoning Commission Vice-Chairman: Alderman Peterson Building Safety & Zoning Kendall Co. Plan Commission

Committee: Alderman Koch
Committee: Alderman Frieders

PUBLIC SAFETY: May 7, 2020 – 6:00 p.m. – City Hall Conference Room

Committee Departments Liaisons

Chairman: Alderman Tarulis Police School District

Vice-Chairman: Alderman Frieders Committee: Alderman Milschewski Committee: Alderman Transier

PUBLIC WORKS: May 19, 2020 - 6:00 p.m. - City Hall Conference Room

CommitteeDepartmentsLiaisonsChairman:Alderman PlocherPublic WorksPark BoardVice-Chairman:Alderman KochEngineeringYBSD

Committee: Alderman Funkhouser Parks and Recreation

Committee: Alderman Tarulis

UNITED CITY OF YORKVILLE WORKSHEET CITY COUNCIL Tuesday, April 28, 2020

Tuesday, April 28, 2020 7:00 PM CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:
CITIZEN COMMENTS ON AGENDA ITEMS:
CONSENT AGENDA:
1. CC 2020-23 Ashley Pointe – Acceptance of Public Improvements
Approved: Y N □ Subject to
Removed
□ Notes

☐ Approved: Y	${f N}$	□ Subject to
		ng the Execution of a Contract for the Countryside Lift Station
	Services with	h LeCuyer Painting and Decorating, Inc. in the Amount not to Exceed
\$44,900.00	N .Y	
		□ Subject to
□ Notes		
		ng the Execution of a Contract for the Materials Purchase for the
Daintna Culadirriai		Project with Amperage Electrical Supply, Inc. in the Amount not to
Exceed \$80,964.50		Cubicat to
Exceed \$80,964.50	N	
Exceed \$80,964.50 Approved: Y Removed	N	Subject to

 1	Minutes of the Regular City Council – April 14, 2020
1.	Approved: Y N Subject to
	Removed
	□ Notes
ILLS	S FOR PAYMENT:
	□ Approved
	☐ As presented
	☐ As amended
	□ Notes
IAY(OR'S REPORT:
1.	CC 2020-27 Ordinance Granting Emergency Powers to the Mayor of the United City of Yorkville
	☐ Approved: Y N □ Subject to
	□ Removed
	□ Notes

2.	CC 2020-28 Appointm	=		
			□ Subject to	
	☐ Removed			
3.			orcycle Awareness Month	
			_ □ Subject to	
	□ Notes			
UBL	IC WORKS COMMI	TTEE REP	ORT:	
 1	CC 2020-30 Capital In	nrovement	 Projects Undate	
1.		_		
			_ □ Subject to	
	□ Notes			

\Box Approved: Y	N	□ Subject to
CC 2020-32 Elizabet	th Street Wa	ter Main Improvements – Contract Award
\Box Approved: Y	N	□ Subject to
CC 2020-33 Elizabet	th Street Wa	ter Main Improvements – Construction Engineering Agreement
☐ Approved: Y	N	Subject to

ADM	INISTRATION COM		EPORT:		
1.	CC 2020-34 Municipal Aggregation Bid Results				
			□ Subject to		
	Removed				
	□ Notes				
MAY	OR'S REPORT (CO	NT'D):			
4.	CC 2020-35 Budget				
			□ Subject to		
	☐ Removed				
	□ Notes				
ADDI	ITIONAL BUSINESS	5:			

CITIZEN COMMENTS:	



Reviewed By:

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

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Agenda	Item	Num	her
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Consent Agenda #1

Tracking Number

CC 2020-23

Agenda Item Summary Memo

Title: Ashley Point	(Prestwick) Subdivision	
Meeting and Date:	City Council – April 28, 2020	
Synopsis: Subdivis	ion Acceptance Consideration	
Council Action Pre	viously Taken:	
Date of Action:	Action Taken:	
Item Number:		
Type of Vote Requi	ired: Majority	
Council Action Rec	quested: Consideration of Appr	roval
Submitted by:	Brad Sanderson	Engineering
	Name	Department
	Agenda Item	Notes:
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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, City Clerk

Date: April 1, 2020

Subject: Ashley Pointe (Prestwick) Subdivision

The developer has requested that the City accept the public improvements for ownership and maintenance.

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

As required by City Code, the developer will be responsible to provide a performance guarantee to cover the one-year maintenance period. The guarantee should be in the amount of (\$57,960). This period starts after the City formally accepts the improvements.

BILL OF SALE

Seller,, in conshereby acknowledged, does hereby sell, as of Yorkville, an Illinois municipal corpo 60560, the following personal property t development know as Prestwick, and gene	ssign, transforation, at to wit desc	fer and conve 800 Game F ribed in Exh	y to the <i>Buyer</i> Farm Road, Y ibit A attache	r, the United City Yorkville, Illinois
Seller hereby represents and warra property, that said property is free and c Seller has full right, power, and authority t	clear of all	liens, charge	s and encum	brances, and that
IN WITNESS WHEREOF, Se				
Subscribed and Sworn to before me this day of, 20				
Notary Public				

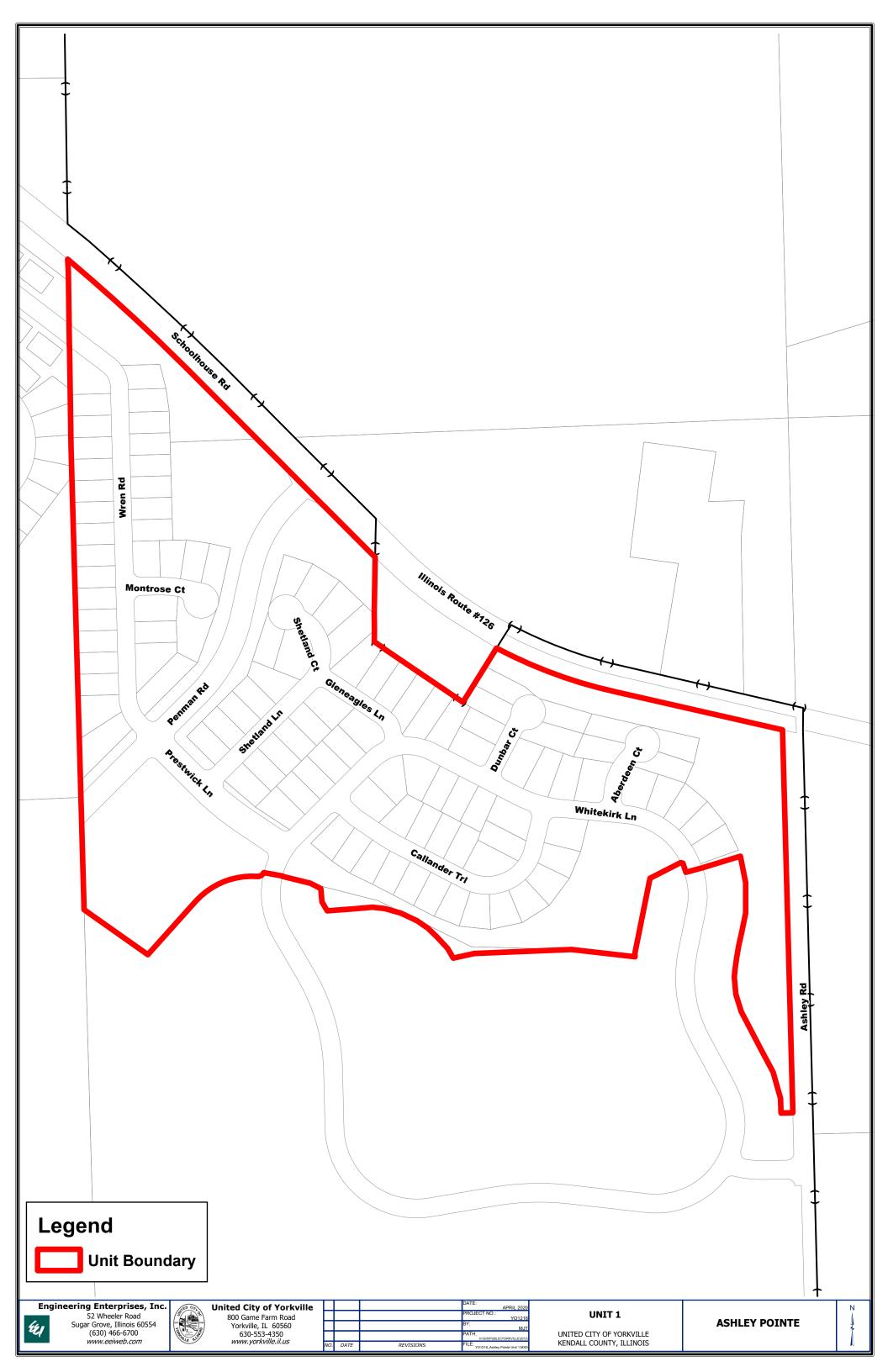
EXHIBIT A ASHLEY POINTE UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITY
STORM SEWER CONSTRUCTION		
STONE RIP RAP, CLASS A3	SQ YD	640
TRENCH BACKFILL	CU YD	652
STORM SEWERS, CLASS A, TY 2, 12"	FOOT	1,027
STORM SEWERS, CLASS A, TY 2, 15"	FOOT	563
STORM SEWERS, CLASS A, TY 2, 18"	FOOT	127
STORM SEWERS, CLASS A, TY 2, 21"	FOOT	318
STORM SEWERS, CLASS A, TY 2, 24"	FOOT	273
STORM SEWERS, CLASS A, TY 2, 27"	FOOT	256
STORM SEWERS, CLASS A, TY 2, 30"	FOOT	164
STORM SEWERS, CLASS A, TY 2, 36"	FOOT	86
STORM SEWERS, CLASS B, TY 2, 12"	FOOT	4,495
STORM SEWERS, CLASS B, TY 2, 15"	FOOT	1,284
STORM SEWERS, CLASS B, TY 2, 18"	FOOT	946
STORM SEWERS, CLASS B, TY 2, 21"	FOOT	1,032
STORM SEWERS, CLASS B, TY 2, 24"	FOOT	590
STORM SEWERS, CLASS B, TY 2, 27"	FOOT	655
STORM SEWERS, CLASS B, TY 2, 30"	FOOT	616
STORM SEWERS, CLASS B, TY 2, 36"	FOOT	841
STORM SEWERS, CLASS B, TY 2, 42"	FOOT	516
PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	1
PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15" W/ GRA1	EACH	1
PRECAST REINFORCED CONCRETE FLARED END SECTIONS 21" W/ GRA1	EACH	1
PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24" W/ GRA1	EACH	2
PRECAST REINFORCED CONCRETE FLARED END SECTIONS 30" W/ GRA1	EACH	1
PRECAST REINFORCED CONCRETE FLARED END SECTIONS 36" W/ GRA1	EACH	1
PRECAST REINFORCED CONCRETE FLARED END SECTIONS 42" W/ GRA1	EACH	2
CATCH BASINS, TYPE A 4' DIAMETER, R-3286-8V	EACH	10
CATCH BASINS, TYPE A 4' DIAMETER, R-3015	EACH	29
CATCH BASINS, TYPE A 5' DIAMETER, R-3501	EACH	7
INLETS, TYPE A 2' DIAMETER, T8G	EACH	16
INLETS, TYPE A 2' DIAMETER, R-3501	EACH	41
INLETS, TYPE A 2' DIAMETER, R-3286-8V	EACH	7
MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME CLOSED LID	EACH	16
MANHOLES, TYPE A, 4' DIAMETER, TYPE 8 GRATE	EACH	35
MANHOLES, TYPE A, 5' DIAMETER, TYPE 1 FRAME OPEN LID	EACH	1

Roadway	Unit	Quantity
CALLENDER TRAIL	FOOT	1035
GLENEAGLES LANE	FOOT	393
DUNBAR COURT	FOOT	449
ABERDEEN COURT	FOOT	457
WHITEKIRK LANE	FOOT	1941
SHETLAND LANE	FOOT	1048
PRESTWICK LANE	FOOT	1217
PENMAN ROAD	FOOT	1513
MONTROSE COURT	FOOT	459
WREN ROAD	FOOT	1591

EXHIBIT A ASHLEY POINTE UNITED CITY OF YORKVILLE

MANHOLES, TYPE A, 5' DIAMETER, TYPE 1 FRAME CLOSED LID MANHOLES, TYPE A, 6' DIAMETER, TYPE 8 GRATE WATER MAIN CONSTRUCTION 8 - INCH WATER MAIN, DUCTILE IRON 8 - INCH WATER MAIN, DUCTILE IRON 8 - INCH WATER MAIN MATER VALVE AND VALVE BOX, 8" WATER VALVE AND VALVE BOX, 16", 5' DIA VAULT FIRE HYDRANTS WITH AUXILIARY VALVE WATER SERVICE INCLUDING TRENCH BACKFILL (LONG) WATER SERVICE INCLUDING TRENCH BACKFILL (SHORT) TRENCH BACKFILL SANITARY SEWER CONSTRUCTION TRENCH BACKFILL B" PVC (SDR 26) SANITARY SEWER (0'-15' DEEP) 10" PVC (SDR 26) SANITARY SEWER (0'-15' DEEP) 10" PVC (SDR 26) SANITARY SEWER (15'-20' DEEP) 4' MANHOLES (15'-20' DEEP) 6'' SANITARY SEWER SERVICE INCLUDING TRENCH BACKFILL (LONG) 6'' SANITARY SEWER SERVICE INCLUDING TRENCH BACKFILL (SHORT) EACH MISCELLANOUS UNDERGROUND CONSTRUCTION STREETLIGHTS 8 9,258			
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ROADWAY CONSTRUCTION	MISCELLANOUS UNDERGROUND CONSTRUCTION		
	STREETLIGHTS	EACH	32
PCC SIDEWALK SQ FT 89,258	ROADWAY CONSTRUCTION		
	PCC SIDEWALK	SQ FT	89,258





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
CC 2020-24

Agenda Item Summary Memo

Title: Fox Hill and S	Sunflower SSA area mowing and	l maintenance RFP Results	
Meeting and Date:	City Council – April 28, 2020		
Synopsis: Selection	of a contractor based off RFP re	esults	
Council Action Prev	viously Taken:		
Date of Action:	Action Taken:		
Item Number:			
Type of Vote Requi	red: Positive		
Council Action Req	uested: Approval		
Submitted by:		Public Works	
	Name	Department	
	Agenda Item I	Notes:	



Memorandum

To: Mayor and City Council

From: Eric Dhuse, Director of Public Works Carri Parker, Purchasing Manager

CC: Bart Olson, Administrator

Date: April 21, 2020

Subject: Fox Hill and Sunflower Mowing and Maintenance Contract Award

Summary

Contract award for landscape maintenance of the Fox Hill and Sunflower Estates SSA areas.

Background

The City has overseen the administration of the SSA areas for Fox Hill and Sunflower Estates since 2004 and 2007 respectively. Each SSA area is approximately 5 acres with Fox Hill having walking trails and Sunflower having three pond areas to mow and maintain. In 2017, the City Council approved a 3-year contract with Cox Landscaping that expires on April 30, 2020.

In preparation of this contract expiration, Purchasing Manager Parker released a Request for Proposal on April 2, 2020 with a due date of April 17, 2020. There were many companies that downloaded the materials, but only two companies responded, Cox Landscaping and Langton Group.

The lowest proposal was submitted by Cox Landscaping, LLC of Yorkville. Cox Landscaping has been a good partner to work with and has provided a very good service at an incredibly reasonable price to our residents.

Recommendation

Staff recommends the City Council to authorize Staff to enter into a contract with Cox Landscaping, LLC of Yorkville for the landscape maintenance services for the Fox Hill and Sunflower Estates SSA areas.

Attachments

- Cox Landscaping Proposal
- Langston Group Proposal

United City of Yorkville - Bid Tab Landscape Maintenance Services fro the Fox Hill and Sunflower Estates Subdivisions Special Service Areas Proposals Due - Friday, April 17, 2020 at 9:00 a.m. Yorkville City Hall - 800 Game Farm Road		Cox Landscaping, LLC					Langton Group							
Required	attachments:													
Contracto	r's Certifications			Yes					Yes					
Proposal	Cost Sheet		Yes			Yes								
	exception Sheet		Yes			Yes								
Equipmer	nt List		Yes			Yes								
Subcontra	actor List			Yes			Yes							
Reference	es .		Yes				Yes							
Signed Co	ntract					Yes	Yes							
No.	Item Description			Year 1		Year 2		Year 3	Ye	ear 1		Year 2		Year 3
1	General Maintenance		\$	24.00	\$	26.00	\$	28.00	\$	67.00	\$	67.00	\$	67.00
2	Mowing - Fox Hill		\$	20.00	\$	23.00	\$	25.00	\$	58.00	\$	58.00	\$	58.00
3	Mowing - Sunflower Estates		\$ 20.00 \$ 23.00 \$ 25.0		25.00	\$	58.00	\$	58.00	\$	58.00			
4	Debris Removal		\$	24.00	\$	26.00	\$	28.00	\$	67.00	\$	67.00	\$	67.00
5	Labor		\$	24.00	\$	26.00	\$	28.00	\$	67.00	\$	67.00	\$	67.00
6	Mulch		\$ 40.00 \$ 43.00 \$ 45.00				\$	74.00	\$	74.00	\$	74.00		



REQUEST FOR PROPOSAL

. di

Requesting:

Proposal(s) for Landscape Maintenance Services for the Fox

Hill and Sunflower Estates Subdivisions Special Services Area

Issue Date:

April 2, 2020

Pre-Proposal Meeting:

N/A

Pre-Proposal

Meeting N/A

Location:

Last Date for Questions:

April 8, 2020, by 3:00 p.m.

Addendum Posted:

April 10, 2020, by 5:00 p.m.

Proposals Due:

April 17, 2020, at 9:00 a.m.

Location:

United City of Yorkville 800 Game Farm Road

Yorkville, Illinois 60560

Note:

Illinois Prevailing Wage Act (820 ILCS 130/1-12)

does not apply

All questions concerning this solicitation shall be submitted via e-mail to Purchasing Manager before the date stated above. A written response in the form of a public addendum will be published on the City's website by the said date above.

Contact with anyone other than the Purchasing Manager for matters relative to this solicitation during the solicitation process is prohibited.

Contact for this proposal:

Carri Parker, Purchasing Manager in writing at cparker@yorkville.il.us

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LEGAL NOTICE

FOX HILL AND SUNFLOWER ESTATES SUBDIVISIONS LANDSCAPE MAINTENANCE SERVICES

The United City of Yorkville, Illinois will accept sealed Proposals for Landscape Maintenance Services for the Fox Hill and Sunflower Estates Subdivisions Special Services Area.

Sealed Proposals are required to be submitted via email to <u>cparker@yorkville.il.us</u> by <u>Friday</u>, <u>April 17, 2020, at 9:00 a.m.</u> Proposals not received by the date and time listed above will be not be accepted.

Proposal packets are available online at http://www.yorkville.il.us. The link can be found under the Business Tab-Proposals & RFPs.

Any questions regarding this legal notice or specifications shall be directed to Carri Parker, Purchasing Manager in writing at cparker@yorkville.il.us.

The respondent 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 preparation of proposals or the performance of the contract.

Carri Parker Purchasing Manager

SPECIFICATIONS

I. INFORMATION

The United City of Yorkville is seeking a Landscape Contractor (herein as "Contractor") to provide landscape maintenance services for the Fox Hill and Sunflower Estates Subdivisions Landscape Maintenance Services for the Fox Hill and Sunflower Estates Subdivisions Special Services Area (see map).

The Contractor shall furnish all labor, equipment, tools, services, skills, etc., required to maintain the landscape in an attractive condition throughout the contract period. Maintenance of plant materials shall include but not be limited to mowing, edging, pruning, fertilizing, watering and cleanup.

The contractor must notify the City representative of their work schedule, to allow for inspection of maintenance work as needed. Prior to any mowing, remove litter from all sites. At no time shall any litter be mowed over.

II. LOCATION

Fox Hill Subdivision – 5.29 acres

Located off of Route 34 on the west side of town, west of Rush-Copley Emergency Center.

Sunflower Estates Subdivision – 5.00 acres

Located off of Route 47, head west on Greenbrier Road and south on Walsh Drive.

III. QUALITY CONTROL

Work covered shall be performed by a single firm experienced in landscape maintenance of a similar nature and scope. Subject to the approval of the Owner, the Contractor may subcontract any Work to be performed under this Contract. However, the election to subcontract Work shall not relieve the Contractor from responsibility or liability which it has assumed under this Contract and the Contractor shall remain liable to the same extent that its liability would attach, as if the Work had been performed by the Contractor's own employees. By submitting the proposal, the Contractor certifies as to meet the following requirements:

- 1. Has completed within the past three (3) years a minimum of three (3) projects of similar nature and scope to the work being proposal and the type of work completed is similar to that being proposal.
- 2. Maintains a permanent place of business, with a minimum of five (5) years in business.
- 3. Has access to all necessary equipment and has the organizational capacity and technical competence necessary to do the work properly and expeditiously.
- 4. Will provide a sworn financial statement upon request, which evidences the Contractor has adequate financial resources to complete the work being proposal, as well as all other work the Contractor is presently under contract to complete.
- 5. Has a documented safety program with a history of satisfactory past performance.

IV. EQUIPMENT

All equipment and vehicles used by the Contractor shall be maintained and in good working mechanical condition.

V. REPORTING

The Contractor shall provide written documentation to the City or its designee on a weekly basis outlining all work performed, using the attached form or approved equal.

VI. INVOICING

All invoices will be done on a monthly basis with detailed itemized billing for each work item performed for each SSA subdivision area. Billing will include the date the work item was performed, the cost per work item and the total cost for the month.

VII. METHOD OF MEASUREMENT

This work will be measured for payment by cycle completed per location for the type of work specified.

VIII. BASIS OF PAYMENT

This measurement is noted under each item under the SCOPE OF WORK.

IX. PROTECTION OF EXISTING FACILITIES

Existing facilities, including grounds, structures, landscaping and so forth, public or private, shall be protected by the vendor. Any damage to existing facilities shall be reported to the City or its designee and shall be repaired promptly by the vendor when ordered to do so by the City. All repairs of damage to existing facilities shall be made to the satisfaction of the City with the complete cost of the repairs being the contractor's responsibility. Failure to repair damage shall just cause for withholding payment for which becomes due to cover the estimated cost of all determined damages.

X. SUBSTANDARD WORK

If the contractor fails to meet the specifications set forth by the mowing contract, the City reserves the right to withhold full payment for only the particular Special Services Area (SSA) not meeting the contract standards. The City will withhold the entire payment for each SSA that is deemed as a sub-standard until such time that itis brought into compliance with the specifications of the mowing contract.

XI. ACCESSIBILITY OF CONTRACTOR

The Contractor shall supply cell phone numbers, daytime office numbers, fax numbers, and pager numbers of supervisors handling this contract. The Contractor shall return all calls or pages within one hour. On-site response time for complaints must be made within 24 hours of the initial call. The Contractor shall update the City representative on work progress no less than once per week. Failure to comply with the accessibility requirements as listed above shall be deemed as substandard work and will be subject to the same penalties and potential non-payment.

XII. EQUIPMENT CONDITION

All equipment will be kept in a good, safe operation condition. All safety guards must be attached. All mowing equipment will have sharp blades so that the grass is cut properly. All equipment will be kept in such a condition so that the gas/oil is not leaking. The City representative or his designee shall have the right to inspect Contractor's equipment at any time to ensure compliance with requirements; however, it will be the contractor's responsibility to ensure that the equipment remains in good working order.

XIII. FUELING/OILING

Mowers are not to be fueled or oiled in grass areas. All mowers and other equipment are to be fueled and oiled in non-grass areas that are not directly tributary to storm sewer inlets, ditches, or wetlands. The contractor will be responsible for all costs associated with the clean-up and restoration associated with fuel and oil spills.

XIV. FINAL APPEARANCE

The Contractor will be responsible for complete removal of all grass clippings collected. Mowing patterns shall be such that the clippings and mulch are evenly distributed; Noticeable deposits and/or clumps will not be permitted. Grass clippings will not be accumulated on hard surfaces, sidewalks or roadways. If windrows are present, the clippings must be removed by raking. At no time should collected mowing clippings be left or deposited on public or private areas.

XV. SCOPE OF WORK

GENERAL MAINTENANCE -

Weekly visits to each area beginning the end of April through December 1, subject to conditions; a spring clean-up in March or early April and a complete mulching of all beds by May 30 in the first year of the contract and then all subsequent years mulching of all beds by May 15.

- Landscape beds shall be kept free of weeds for the duration of this contract. Any weeds found within the bed shall be removed. Poison ivy shall be sprayed and removed.
- All plants in the landscape beds shall be pruned in accordance with ANSIZ133.1 standard.
 Pruning shall be completed in the spring, fall, and late fall for winterization. Prune all other

shrubs after dormancy to rejuvenate old canes and stems. Approximately one quarter (1/4) of the stems shall be trimmed to two to three inches (2"-3") above the ground. Remove the largest and oldest stems first.

- Remove dead plant material. Notify the City of Yorkville of the date, type of plant, and location of removal within five (5) working days of removal.
- Remove all trash from the landscape beds.
- Rake leaves from all landscaped areas weekly and remove leaves from the site the last week in September. Estimate five (5) occurrences per year.
- Monitor plants for disease and pest activity. Report any problems to the City or its designee.
- Deadhead perennial flowers to promote more flowering. Pinch back perennial flowers to promote more dense flowering. Cut back perennials to promote new growth from the base of the plants. Deadhead roses to promote new blossoms.
- All mulch spread is not to exceed two to three inches (4"). Dark Brown, shredded hardwood mulch will be applied once a year during the spring. Mulch shall be applied to all perennial, shrub and tree beds. Mulch shall be paid for at an installed, cubic yard rate.
- All landscaped areas will be inspected and maintained weekly and be kept weed free throughout the season.

BASIS OF PAYMENT: Payment for this work shall be included in the Contract Unit Price per hour cost bid for GENERAL MAINTENACE for each individual on the work crew; Personnel used for the trucking and transportation of equipment or debris will not be paid separately and should be included in the per hour price for GENERAL MAINTENANCE.

MOWING -

All mowing will be maintained at a height of 2 ½" or 3" in hot and dry conditions. Grass shall be cut weekly or when it is I" higher than specified height. Grass next to light poles, trees, trails, etc., shall be mechanically trimmed to the same height as specified above at the time of each mowing. All grass clippings and debris, shall be removed from the sidewalks, trails, and streets at the time cutting takes place.

Lawn mower blades shall be clean and kept sharp and well-adjusted to provide a clean cut. Cutting grass too closely (scalping) shall be avoided. Mowing patterns shall be changed regularly to avoid rutting. Use small mowers for difficult or tight areas where larger commercial mowing units cannot maneuver. Mowing shall be done optimally when the grass is dry, however, mowing wet turf is acceptable. Bagging is not required, and grass clippings may be left on the grass providing no readily visible clumps remain on the grass surface after mowing. If clippings are excessive or diseased, they shall be removed after mowing to enhance overall turf appearance and to prevent

matting, clumping and thatch buildup. In the case of fungal disease outbreaks, clippings will be collected and disposed of off-site until the disease is controlled.

The final appearance after mowing shall present a neat appearance. Care shall be taken with mowing equipment to avoid obstructions such as trees, shrubs, utility boxes, signage, buildings, etc., and the Contractor shall be responsible for damage caused by its operations.

The Contractor shall be responsible for damage to any plant material or site features caused by the Contractor or his/her employees. The Contractor will be notified in writing of the specific nature of the damage and cost of repair. the City will, at its option, invoice the Contractor for the payment, or reduce payment by the amount of the repairs to the Contractor.

Mowing cycles shall commence on or about April 15 and continue through December 1, subject to conditions. The estimated number of occurrences is thirty (30) per year. The contractor shall inspect sites on a weekly basis. All lawn areas shall be moved to maintain a height of two and a half inches $(2\frac{1}{2})$, not to exceed three and a half inches $(3\frac{1}{2})$ throughout the growing season, unless otherwise directed by a City representative. At no time shall moving remove more than one third (1/3) of the total leaf blade.

BASIS OF PAYMENT: Payment for MOWING shall be included in the Contract Unit Price per acre for MOWING.

DEBRIS REMOVAL -

This work shall consist of removing branches, debris, and garbage that is in excess of the normally anticipated spring cleanup and/or weekly accumulation. This item is intended to cover potential large amounts of accumulated debris occurring after excessive windstorms and/or illegal dumping. This item will not include tree removal over 6 inches in diameter. This item includes tree removal 6 inches in diameter or less and the removal of shrubbery.

It should be clearly noted that the typical spring cleanup of the lots and the typical weekly cleanup shall not be paid for separately but shall be considered incidental to the contract. The typical weekly cleanup should be done each time before the scheduled mowing. Work done outside of the typical weekly cleanup completed under the DEBRIS REMOVAL contract unit item must be approved by a City representative prior to initiation of work. The contract unit price for DEBRIS REMOVAL shall include the labor, transportation, disposal, and equipment costs associated with this task. All debris must be removed from the site by the contractor and disposed of.

BASIS OF PAYMENT: Payment for this work shall be included in the Contract Unit Price per hour cost bid for DEBRIS REMOVAL for each individual on the work crew; Personnel used for the trucking and transportation of equipment or debris will not be paid separately and should be included in the per hour price for DEBRIS REMOVAL.

GENERAL CONDITIONS

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

1. Forms

All proposals must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces and submitted in a sealed envelope. When completed, email the proposal to cparker@yorkville.il.us prior to the proposal due date and time.

2. Submittal of Proposal

Proposals arriving after the specified time will not be accepted. Proposals that are received after the specified date and time will not be accepted.

All proposals must include the following documents:

- A) Submit all of the below in one sealed envelope identified with the enclosed label:
 - 1) 1 copy of the entire packet
 - 2) If your proposal includes confidential information as defined by FOIA (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7 provide
 - i) 1 redacted original of the entire packet identified as REDACTED ORIGINAL
 - ii) 1 file copy of the entire packet on the same above USB Flashdrive, identifying the file as REDACTED ORIGINAL
 - 3) Contractor Certifications (reference page 20).
 - 4) Proposal Cost Sheet (reference page 21-22)-
 - 5) Detail Exception Sheet (reference page 23)
 - 6) Equipment List (reference page 24)
 - 7) Subcontractor Listing (reference page 25)
 - 8) References (reference page 26)
 - 9) Signed Contract (reference page 27)

3. Examination of Proposal Forms, Specifications, and Site

The Contractor shall carefully examine the proposal forms which may include the invitation to the proposal, instruction to Contractors, general conditions, special conditions, plans, specifications, proposal form, bond, contract, and any addenda to them, and sites of the proposed work (when known) before submitting the proposal. The Contractor shall verify all measurements relative to the work, shall be responsible for the correctness of the same. The Contractor will examine the site and the premises and satisfy themselves as to the existing conditions under which the Contractor will be obligated to operate. Failure of the Contractor

to notify the City, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional sums of money will be added to the contract.

The submission of the proposal shall be considered conclusive evidence that the Contractor has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to character, quality, quantities, and costs of work to be performed and materials to be furnished, and as to the requirements of the proposal forms. If the proposal is accepted, the Contractor will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and the City shall not be responsible for any charge for extra work or change in anticipated profits resulting from such failure or neglect.

4. Scope of Work

The Contractor shall supply all required supervision, skilled labor, transpiration, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The Contractor shall supply, maintain and remove all equipment for the performance of the work and be responsible for the safe, proper and lawful construction, maintenance and use of the same. This work shall be completed to the satisfaction of the City. The Contractor shall provide adequate protection of the job site to protect the general public and adjacent property. The City is not responsible for site safety. The Contractor is solely and exclusively responsible for construction means, methods, technologies and site safety.

5. Interpretation of Proposal Documents

Questions regarding proposal documents, discrepancies, omissions, or intent of the specifications or plans shall be submitted in writing to the Purchasing Manager at cparker@yorkville.il.us at least ten (10) working days prior to the opening of proposals to provide time for issuing and forwarding an addendum. Any interpretations of the Contract Documents will be made only by addendum duly issued or delivered by the City to each person receiving a set of proposal documents. The City will not be responsible for any other explanations for interpretations of the Contract Documents.

Letters, requested interpretations, clarifications, and/or explanations shall be so noted on the outside of the envelope and on the first page of the letter with the words, INTERPRETATION REQUEST. Letters not properly marked will not be considered as a formal request. Any letter received within ten working days of the proposal date will be returned unopened.

6. Late and Fax Proposals

Proposals arriving after the specified time, will not be accepted. It is the Contractor's responsibility for timely delivery. Facsimile machine transmitted proposals will not be accepted, nor will the City transmit proposal documents to prospective Contractors by way of a facsimile machine.

7. Completeness

All information required by the Invitation to Proposal must be supplied to constitute a responsive proposal. The Contractor's submittal shall include the completed Proposal Sheet found in the contract documents. The City will strictly hold the Contractor to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the Contractor.

8. Error in Proposals

When an error is made in extending total prices, the unit proposal price and/or written words shall govern. Otherwise, the Contractor is not relieved from errors in proposal preparation. Erasures in proposals must be explained over the signature of the Contractor.

9. Withdrawal of Proposals

A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by the Purchasing Manager prior to the specified time of opening. After the opening, the Contractor cannot withdraw or cancel his proposal for a period of forty-five (45) calendar days, or such longer time as stated in the proposal documents.

10. Contractor Interested in More than One Proposal

Unless otherwise specified, if more than one proposal is offered by any one party, by or in the name of his or their agent, partner, or other persons, all such proposals may be rejected. A party who has quoted prices on work, materials, or supplies to other Contractors is not thereby disqualified from quoting prices to other Contractors or from submitting a proposal directly for the work, materials, or supplies.

11. Contractor's Qualifications

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

12. Proposal Award for All or Part

Unless otherwise specified, proposals shall be submitted for all of the work or items for which proposals are requested. The City reserves the right to make an award on all items, or any of the items, according to the best interests of the City.

13. Work Restrictions

The Contractor shall complete the work required as soon as practicable. The only exception to this requirement will be extenuating circumstances as may be accepted by the City. Requests for exceptions due to extenuating circumstances must be made in writing to the City within 48 hours of the occurrence. The City's decision on extenuating circumstances will be final.

Work will not be permitted on Sunday or the following legal holidays:

New Year's Day Martin Luther King's Birthday President's Day Memorial Day Independence Day Christmas Day Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christman Fue. 14 Day (2)

dependence Day Christmas Eve, ½ Day (afternoon)

Due to the timing of this project, work may be prohibited during certain public events in said area. Work shall not be permitted between the hours of 8:00 p.m. To 7:00 a.m. during standard weekdays (excluding holidays). Any requested variations to these hours shall be approved by the City in writing, in advance of any operations outside of the hours detailed above.

14. Estimated Proposal Quantities

On "Estimated Quantities", the City may purchase more or less than the estimates. The Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item unless otherwise agreed upon.

15. <u>Trade Names – Alternative Proposal</u>

When an item is identified in the specifications by a manufacturer's or trade name or catalog number, the Contractor shall proposal upon the item so identified.

If the specifications state "or equal" proposals on other items will be considered, provided the Contractor clearly identifies in his proposal the item to be furnished, together with any descriptive matter which will indicate the character of the item.

Contractors desiring to the proposal on items that deviate from these specifications, but which they believe are equivalent, are requested to submit alternate proposals. However, ALTERNATE PROPOSALS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The proposal must be accompanied by complete specifications for the items offered. Contractors wishing to submit a secondary proposal must submit it as an alternate proposal.

The City shall be the sole and final judge unequivocally as to whether any substitute from the specifications is of equivalent or better quality.

16. Price

Unit prices shall be shown for each unit on which there is a proposal as well as the aggregate price and shall include all packing, crating freight and shipping charges, and cost of unloading at the destination unless otherwise stated in the proposal.

Unit prices shall not include any local, state, or federal taxes. The City is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation and Use Tax and Federal Excise Tax. The City will supply the Contractor with its tax exemption number.

Cash discounts will not be considered in determining the overall price but may be used in an overall evaluation.

17. Consideration of Proposal

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

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

18. Award or Rejection

the City reserves the right to reject and/or award any and all proposals or parts thereof and to waive formalities and technicalities according to the best interests of the City. Any proposal submitted will be binding for forty-five (45) days subsequent to the date of the proposal opening. A contract will be awarded to the lowest responsible and responsive Contractor complying with the conditions of the contract documents only when it is in the best interest of the City to accept the proposal. The City shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all proposals or parts thereof.

19. Execution of Contract

The Contractor shall, within fourteen (14) days after notification of the award: (a) enter into a contract in writing with the City covering all matters and things as are set forth in the specifications and his proposal and (b) carry insurance acceptable to the City, covering public liability, property damage, and workmen's compensation.

After the acceptance and award of the proposal and upon receipt of a written purchase order executed by the proper officials of the City, this Instruction to Contractors, including the specifications, will constitute part of the legal contract between the United City of Yorkville and the Contractor.

20. Termination of Contract

The United City of Yorkville reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event that sufficient funds to complete the Contract are not appropriated by the City Council.

The United City of Yorkville further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as the failure of the Contractor to perform any of the provisions of this Contract, or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event of default and termination, the United City of Yorkville may procure, upon such terms and in such manner as the United City of Yorkville may deem appropriate, supplies or services similar to those so terminated.

The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the United City of Yorkville that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

21. Protests

- A) Any Contractor who claims to be aggrieved in connection with a solicitation, the selection process, a pending award, or other reasonable issues may initiate a protest.
 - 1) Protests involving the solicitation process or stated requirements must be presented in writing via email to the Purchasing Manager no later than the last date for questions as reflected on the cover page of this document.
 - 2) Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to the Purchasing Manager no later than three business-days-after results are publicly posted.
- B) Protests must include: the name and address of the protestor; appropriate identification of the solicitation; if an award has been initiated, the award document number (if available); identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims) and recommendation for further action.
- C) Upon receipt of the notice of protest, the Purchasing Manager shall cease the procurement process for the said project.
 - 1) The Purchasing Manager will rule on the protest in writing within five business days from receipt of the protest.

- 2) Appeals of the Purchasing Manager's decision must be made in writing within five business days after receipt thereof and submitted to the City Administrator for final resolution. The appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
- 3) the City Administrator's decision is final.

22. Compliance with All Laws

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

23. Contract Alterations

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

24. Nonassignability

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

25. Execution of Documents

The Contractor, in signing the Proposal on the whole or any portion of the work, shall conform to the following requirements:

- Proposals signed by an individual other than the individual represented in the proposal documents shall have attached thereto a power of attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.
- Proposals that 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 Proposal a power of attorney evidencing authority to sign the Proposal, executed by the partners.
- Proposals that 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 Proposal 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 Proposal should be attached to it. Such Proposal shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal. If the Proposal is signed for a

limited liability company, it should have the correct legal name and be signed by the managing member or other person with authority.

• Proposals received from any listed contractor in response to an invitation for proposals shall be entered on the abstract of Proposals and rejected. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for an award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the City may, but is not required to, consider such proposals, quotations, or offers.

26. Default

the City may terminate a contract by written notice of default to the Contractor if:

- fails to make delivery of the materials or perform the services within the time specified in the proposal, or
- fails to make progress so as to endanger performance of the contract, or
- fails to perform work outlined in the contract within a reasonable amount of time.

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

27. Inspection

the City shall have a right to inspect, by its authorized representative, any material, components, or workmanship as herein specified. Materials, components, or workmanship that has been rejected by the authorized representative as not in accordance with the terms of the specifications shall be replaced by the Contractor at no cost to the City.

28. Permits and Licenses

The Contractor and their subcontractor(s) shall obtain, at their own expense, all permits and licenses which may be required to complete the contract. Fees for all City permits and licenses shall be waived.

29. Notification of Work

Upon receiving the notice to proceed from the City or its designee, the Contractor shall notify the City or its designee 48 hours prior to commencement of work and 24 hours prior to each inspection (if applicable).

30. Time of Completion

The Contractor shall completely perform its proposal in strict accordance with its terms and conditions within the number of consecutive calendar days after notification of award of the contract as stated in the proposal.

31. Incidental Work

All work shown in the proposal documents, described in the applicable specifications or in these Special Provisions and not covered by a pay item, will be considered as included in the proposal.

32. Payment

Payment will be made within thirty (30) days after acceptance of the job by the City after the completion of the work as covered within the contract documents. Invoices shall be paid by the City pursuant to the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

33. Guarantees and Warranties

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the City before the final payment on the contract is issued.

34. Insurance

- (A) During the term of the Contract, the Contractor shall provide the following types of insurance is not less than the specified amounts:
 - i. Comprehensive General Liability \$1,000,000 per occurrence;
 - ii. Auto Liability Combined Single Limit Amount of \$1,000,000 on any Contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this Contract;
 - iii. Workers Compensation Statutory; Employers Liability \$1,000,000 (the policy shall include a 'waiver of subrogation');
 - iv. Umbrella Coverage \$2,000,000 (this shall apply to General Liability, Auto Liability, and Professional Liability, except if the amount for Professional Liability exceeds these combined limits, then Umbrella Coverage does not need to apply to Professional Liability); and
 - v. Professional Liability \$5,000,000.
- (B) The Contractor shall furnish to the City satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the City. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expire or changed

so as to the amount of coverage only after written notification 30 days in advance to the City. In addition, said certificates shall list the City and its officers, agents, and employees as additional insureds on all required insurance policies except the policy for professional liability.

(C) The Contractor shall require subcontractors, if any, not protected under the Contractor 's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the Contractor.

35. Indemnification

The Contractor shall indemnify, defend and save harmless the City, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of negligent act or omission or any willful misconduct of said Contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the City, its officers, agents, employees, representatives, and their assigns shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

36. Liquidated Damages

Time is of the essence of 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 of \$500.00, not as a penalty but as liquidated damages, for each day 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. These deductions are for the cost of delay to account for administration, engineering, inspection, supervision, and other costs and expenses 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 an extended and delayed performance by the Contractor of the work.

37. General Guarantee

Neither the final certificate of payment nor any provision in the Contractor Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work

resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The United City of Yorkville will give notice of observed defects with reasonable promptness. The Contractor shall guarantee all materials and workmanship as defined by the Performance Bond, Labor and Material Payment Bond, and Maintenance Bond requirements.

Unless otherwise amended in writing by the Director of Public Works, the date of the Start of any Guarantees, Warranties and Maintenance Bonds shall be coincident with the Date of Acceptance of the entire project.

38. Cleaning

The Contractor and subcontractors shall remove from the premises, rubbish, waste material, and accumulations, and shall keep the premises clean. The Contractor shall keep the premises clean during the project to the satisfaction of the Director of Public Works.

39. Business/Resident Notification

The Contractor shall not close any street or private driveway without the consent of the Director of Public Works, and the proper notification of the affected business/resident.

40. Use of Fire Hydrants

No fire hydrants shall be used to obtain water for non-emergency use. Contact the City's Director of Public Works at 630.878.7102 for access.

41. Waiver of Lien

Where applicable a waiver of lien and contractor's affidavit must be submitted by the Contractor, verifying that all subcontractors and material invoices have been paid prior to the City approving final payment.

42. Other Entity Use

Although this solicitation is specific to the City, Contractors have the option of allowing this offer, if awarded by the City to the Contractor, to be available to other government agencies within the Kane, Will and Kendall Counties. If the successful Contractor and the interested entity/agency mutually agree on the Terms and Conditions, inclusive of pricing, both parties may perform business under the authority of this solicitation and contract.

It is understood that at no time will any city or municipality or other agencies be obligated for placing an order for any other city, municipality or agency; nor will any city or municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor.

CONTRACTOR CERTIFICATIONS

The undersigned Contractor;

- A. Certifies that it is not barred from contracting or contracting with the City as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting; and
- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes; and
- C. States that is has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the City upon request; and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference; and
- E. Agrees to comply with current applicable regulations of the Americans with Disabilities Act; and
- F. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965); and
- G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000).

Cox Land Scuping LLC
Printed Name of Contractor

Signature of Authorized Representative

14-6-20

COST SHEET

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned Contractor certifies that they are not barred from contracting on this contract as a result of a conviction for the violation of state laws prohibiting proposal rigging or proposal rotating (720 ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue (65 ILCS 5/11-42.2-1).

It is understood that the City reserves the right to reject any and all proposals and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than forty-five (45) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Our firm has not altered any of the written texts within this document. Only those areas

If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of the Contract, the City must be advised of the subcontractor's company name, address, telephone and

Company Name: Cox LendScarling LLC

requiring input by the respondent have been changed or completed.

fax numbers, and a contact person's name at the	time of proposal submit	tal.
	YES	<u>NO</u>
Will you be utilizing a subcontractor?	***************************************	V
If yes, have you included all required Information with your proposal submittal?	*************	
OR NO PROPOSAL – Keep our company on your Contractors List	Signature	
NO PROPOSAL – Remove our company from Your Contractors List	Date Signature	
	Date	

COST SHEET CONTINUED

TOTAL COST:

General Maintenance

Contract Year	Cost (hourly)
2020-2021	24.00
2021-2022	26.00
2022-2023	2000

Mowing - Fox Hill

Cost (hourly)	Contract Year	Cost (Acre)
24.00	2020-2021	20.00
26.00	2021-2022	23.00
28.00	2022-2023	25.00

Mowing - Sunflower Estates

Contract Year	Cost (Acre)
2020-2021	20.00
2021-2022	23.00
2022-2023	25,00

Debris Removal

Contract Year	Cost (Hourly)
2020-2021	24.00
2021-2022	26.00
2022-2023	28.00

Labor

Contract Year	Cost (Hourly)
2020-2021	24.00
2021-2022	26.00
2022-2023	28.00

Mulch

Contract Year	Cost (per yard)
2020-2021	40.00
2021-2022	43.00
2022-2023	45.00

Cox LandScarping LLC

Printed Name of Contractor

Signature of Authorized Representative

4-6-2

Date

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be the reason for the rejection of the proposal. It is not our intention to prohibit any potential Contractor from contracting 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.				
Contractor's exceptions are:				

SUBCONTRACTOR LISTING

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

Subcontractor No. 1		
None-		
Business Name		
Address	City, State, Zip Code	
Contact Person	Telephone Number	
Value of Work	Nature of Work	
Subcontractor No. 2		
Business Name		
Address	City, State, Zip Code	
Contact Person	Telephone Number	
Value of Work	Nature of Work	. <u> </u>
Subcontractor No. 3		
Business Name		
Address	City, State, Zip Code	
Contact Person	Telephone Number	-
Value of Work	Nature of Work	

VEHICLE/EQUIPMENT LIST

Name	Make	Model	Year	Use	
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Equipment used on propertys

- 1 2016 60" Scag zero turn rider mower
- 4 2016 52" Scag v-ride zero turn mower
- 1 2016 36" Scag v-ride zero turn mower
- 4 Stihl weed wackers
- 4 Stihl blowers
- 2-2008 Chevy 2500hd
- 2- 2017 20' United Enclosed Trailer
- 1 Foreman
- 4 Labors

REFERENCES

Enter below current business references for whom you have performed work similar to that required by this proposal.

Reference No. 1	
The Reserve At Fox R.	ver Aputment Homes
Business Name	-1
Business Name 1222 Market Place Dr Address	wekville It 60560
Address	City, State, Zip Code
Cuthine Contact Person	630-887-8184
Contact Person	Telephone Number
2017-2020	Mow it - Mulch - Trinwing Nature of Work
Dates of Service	Nature of Work
Reference No. 2	
City of North Aurea Business Name	.
Business Name	
Address	City, State, Zip Code
Brian	630-281-0779
Contact Person	Telephone Number
2017-2018	City Mowing - Trimming Nature of Work
Dates of Service	Nature of Work
Reference No. 3	
Speedway Gas Stations	
Business Name	
Address	City, State, Zip Code
	781-561-9130
Su Zanne Contact Person	Telephone Number
2018-2020	*
Dates of Service	Mowing - Trimming - Mulch

CONTRACT

This contract ("Contract") made and entered into this 28th day of April 2020, by and between the United City of Yorkville, Kendall City, an Illinois Municipal Corporation, hereinafter referred to as the "City" and Cox Lends cusping LLC, hereinafter referred to as the "Contractor" and its successors.

WITNESSETH:

WHEREAS, the City has heretofore solicited proposals for all labor and materials necessary to complete the work specified in the Request for Proposals for the Landscape Maintenance Services for the Fox Hill and Sunflower Estates Subdivision Special Services Area;

WHEREAS, the City has found that the Contractor is the lowest responsible Contractor for said work and has awarded the Contractor this contract for said work; and

WHEREAS, the entire proposal packet together with all exhibits, terms, and conditions to become a part of this contract unless otherwise specified all of which are made a part hereof and herein called the "Contract Documents". The City assumes that submission of a proposal means that the person submitting the proposal has familiarized themselves with all conditions and intends to comply with them unless noted otherwise.

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 work in accordance with the specifications, conditions, and prices stated in the proposal packet.
- 2. The City 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:

Attest: City Clerk By: City Clerk By: Signature Witness: Witness



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01-24-2020

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 s		
PRODUCER	contact Joseph Keske	
Insurance Counts	PHONE (A/C, No, Ext): 630-688-2386 FAX (A/C, No):	
	E-MAIL ADDRESS:	
PO Box 1031	INSURER(S) AFFORDING COVERAGE	NAIC#
Montgomery, IL 60538	INSURERA: Rockford Mutual Ins. Co.	
INSURED	INSURER B:	
Cox Landscaping, LLC	INSURER C:	
204 East Park	INSURER D:	
Yorkville, IL 60538	INSURER E:	
TORKVILLE, IL 60336	INSURER F :	
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAINDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORE	OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHIC DED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE	H THIS

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	INSO	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	
-	COMMERCIAL GENERAL LIABILITY				1-25-20	1-25-21	EACH OCCURRENCE	_{\$} 1,000,000
Í	X CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	s 100,000
							MED EXP (Any one person)	\$5,000
			Ах	Y COIL 014262			PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO-		-				PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO	1		x N N CAIL 007864	1-25-20	1-25-21	BODILY INJURY (Per person)	\$
 -	OWNED SCHEDULED AUTOS	Ì Ì.	Αx				BODILY INJURY (Per accident)	\$·
	X HIRED X NON-OWNED AUTOS ONLY		A X				PROPERTY DAMAGE (Per accident)	\$
1								\$
	UMBRELLA LIAB OCCUR	-					EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION\$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			C 000036196-001	1-25-20	1-25-21	PER OTH- STATUTE ER	
В	ANYPROPRIETOR/PARTNER/EXECUTIVE		<u>. </u>				E.L. EACH ACCIDENT	\$1,000,000
-	OFFICER/MEMBER EXCLUDED?	N/A	N W				E.L. DISEASE - EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below			:			E.L. DISEASE - POLICY LIMIT	\$1,000,000
DESC	COLDTION OF ODERATIONS / LOCATIONS / VEHIC	1 ES 77	CORO	101 Additional Remarks Schedule, may h	e attached if mor	re snace is requir	ed)	

CERTIFICATE HOLDER CANCELLATION Cox Landscaping C/O Mark Cox

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

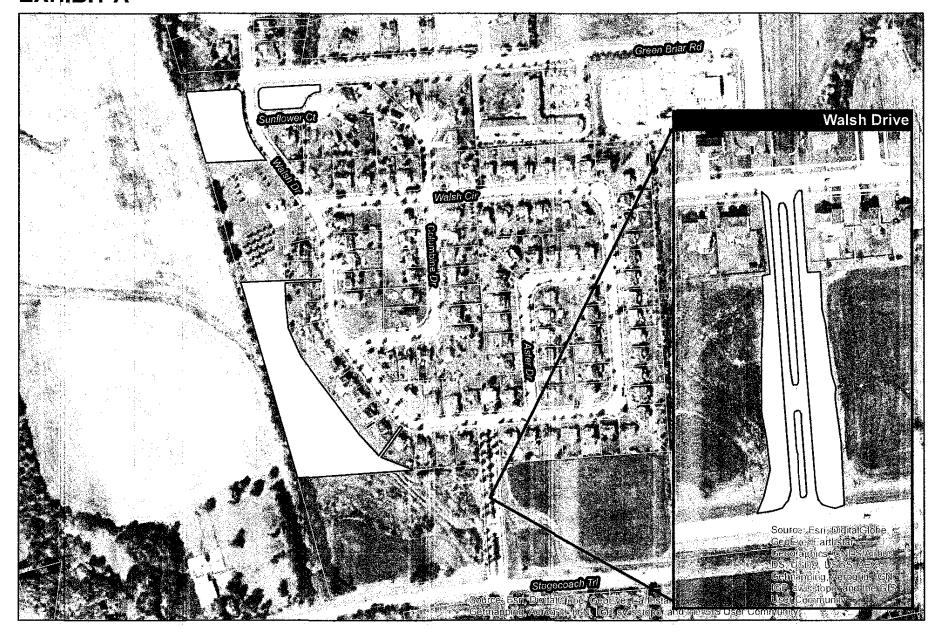
204 East Park St. Yorkville, IL 60560

AUTHORIZED REPRESENTATIVE

Joseph C. Keske

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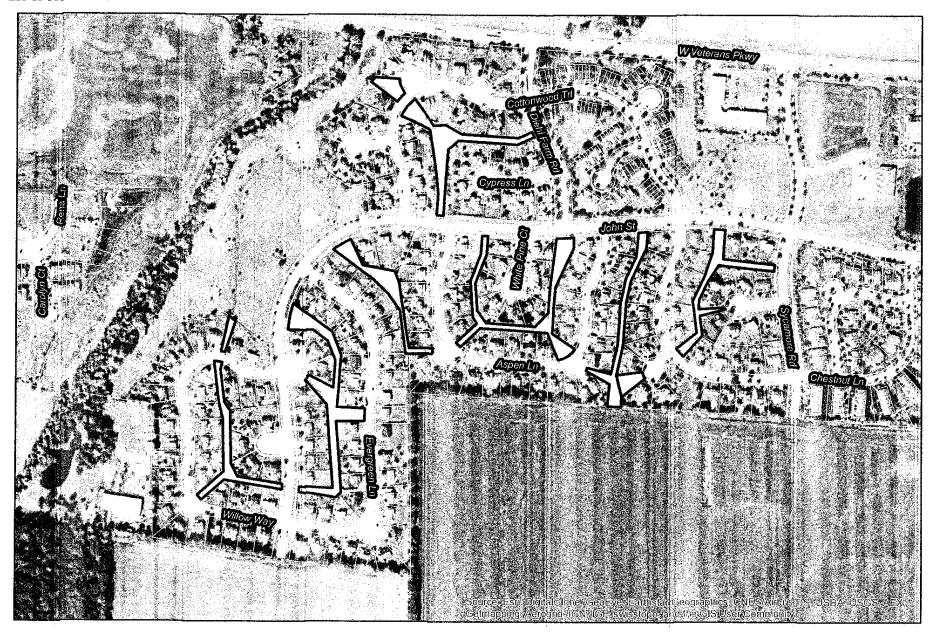
EXHIBIT A



Sunflower Estates SSA Mowing and Maintenance Areas



EXHIBIT B



Fox Hill SSA Mowing and Maintenance Areas



EXHIBIT C

Employee Signature

FOX HILL AND SUNFLOWER ESTATES SSA AREA LANDSCAPE MAINTENANCE WEEKLY REPORT

Date	Time In	Time Out	Employee(s) Initials
Work Items	<u>Performed</u>		
Mowing		Yes	No
String trim e	edge of trails	Yes	No
	rees, bushes, etc.	Yes	No
String trim e	electric boxes, light poles, etc.	Yes	No
Blow grass 1		Yes	No
Weed lands		Yes	No
Trim trees	•	Yes	No
Plant trees		Yes	No
Plant bushes	s or flowers	Yes	No
Remove-fand	dscaping-	Yes	No-
Place mulch	-	Yes	No
Repair erosi	on damage	Yes	No
<u> </u>			



REQUEST FOR PROPOSAL

Requesting:

Proposal(s) for Landscape Maintenance Services for the Fox

Hill and Sunflower Estates Subdivisions Special Services Area

Issue Date:

April 2, 2020

Pre-Proposal Meeting:

Last Date for Questions:

N/A

Pre-Proposal

Meeting N/A

Location:

April 8, 2020, by 3:00 p.m.

Addendum Posted:

April 10, 2020, by 5:00 p.m.

Proposals Due:

April 17, 2020, at 9:00 a.m.

Location:

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

Note:

Illinois Prevailing Wage Act (820 ILCS 130/1-12)

does not apply

All questions concerning this solicitation shall be submitted via e-mail to Purchasing Manager before the date stated above. A written response in the form of a public addendum will be published on the City's website by the said date above.

Contact with anyone other than the Purchasing Manager for matters relative to this solicitation during the solicitation process is prohibited.

Contact for this proposal:

Carri Parker, Purchasing Manager in writing at cparker@yorkville.il.us

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LEGAL NOTICE

FOX HILL AND SUNFLOWER ESTATES SUBDIVISIONS LANDSCAPE MAINTENANCE SERVICES

The United City of Yorkville, Illinois will accept sealed Proposals for Landscape Maintenance Services for the Fox Hill and Sunflower Estates Subdivisions Special Services Area.

Sealed Proposals are required to be submitted via email to <u>cparker@yorkville.il.us</u> by <u>Friday</u>, <u>April 17, 2020, at 9:00 a.m.</u> Proposals not received by the date and time listed above will be not be accepted.

Proposal packets are available online at http://www.yorkville.il.us. The link can be found under the Business Tab-Proposals & RFPs.

Any questions regarding this legal notice or specifications shall be directed to Carri Parker, Purchasing Manager in writing at cparker@yorkville.il.us.

The respondent 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 preparation of proposals or the performance of the contract.

Carri Parker Purchasing Manager

SPECIFICATIONS

I. INFORMATION

The United City of Yorkville is seeking a Landscape Contractor (herein as "Contractor") to provide landscape maintenance services for the Fox Hill and Sunflower Estates Subdivisions Landscape Maintenance Services for the Fox Hill and Sunflower Estates Subdivisions Special Services Area (see map).

The Contractor shall furnish all labor, equipment, tools, services, skills, etc., required to maintain the landscape in an attractive condition throughout the contract period. Maintenance of plant materials shall include but not be limited to mowing, edging, pruning, fertilizing, watering and cleanup.

The contractor must notify the City representative of their work schedule, to allow for inspection of maintenance work as needed. Prior to any mowing, remove litter from all sites. At no time shall any litter be mowed over.

II. LOCATION

Fox Hill Subdivision - 5.29 acres

Located off of Route 34 on the west side of town, west of Rush-Copley Emergency Center.

Sunflower Estates Subdivision - 5.00 acres

Located off of Route 47, head west on Greenbrier Road and south on Walsh Drive.

III. QUALITY CONTROL

Work covered shall be performed by a single firm experienced in landscape maintenance of a similar nature and scope. Subject to the approval of the Owner, the Contractor may subcontract any Work to be performed under this Contract. However, the election to subcontract Work shall not relieve the Contractor from responsibility or liability which it has assumed under this Contract and the Contractor shall remain liable to the same extent that its liability would attach, as if the Work had been performed by the Contractor's own employees. By submitting the proposal, the Contractor certifies as to meet the following requirements:

- 1. Has completed within the past three (3) years a minimum of three (3) projects of similar nature and scope to the work being proposal and the type of work completed is similar to that being proposal.
- 2. Maintains a permanent place of business, with a minimum of five (5) years in business.
- 3. Has access to all necessary equipment and has the organizational capacity and technical competence necessary to do the work properly and expeditiously.
- 4. Will provide a sworn financial statement upon request, which evidences the Contractor has adequate financial resources to complete the work being proposal, as well as all other work the Contractor is presently under contract to complete.
- 5. Has a documented safety program with a history of satisfactory past performance.

IV. EQUIPMENT

All equipment and vehicles used by the Contractor shall be maintained and in good working mechanical condition.

V. REPORTING

The Contractor shall provide written documentation to the City or its designee on a weekly basis outlining all work performed, using the attached form or approved equal.

VI. INVOICING

All invoices will be done on a monthly basis with detailed itemized billing for each work item performed for each SSA subdivision area. Billing will include the date the work item was performed, the cost per work item and the total cost for the month.

VII. METHOD OF MEASUREMENT

This work will be measured for payment by cycle completed per location for the type of work specified.

VIII. BASIS OF PAYMENT

This measurement is noted under each item under the SCOPE OF WORK.

IX. PROTECTION OF EXISTING FACILITIES

Existing facilities, including grounds, structures, landscaping and so forth, public or private, shall be protected by the vendor. Any damage to existing facilities shall be reported to the City or its designee and shall be repaired promptly by the vendor when ordered to do so by the City. All repairs of damage to existing facilities shall be made to the satisfaction of the City with the complete cost of the repairs being the contractor's responsibility. Failure to repair damage shall just cause for withholding payment for which becomes due to cover the estimated cost of all determined damages.

X. SUBSTANDARD WORK

If the contractor fails to meet the specifications set forth by the mowing contract, the City reserves the right to withhold full payment for only the particular Special Services Area (SSA) not meeting the contract standards. The City will withhold the entire payment for each SSA that is deemed as a sub-standard until such time that itis brought into compliance with the specifications of the mowing contract.

XI. ACCESSIBILITY OF CONTRACTOR

The Contractor shall supply cell phone numbers, daytime office numbers, fax numbers, and pager numbers of supervisors handling this contract. The Contractor shall return all calls or pages within one hour. On-site response time for complaints must be made within 24 hours of the initial call. The Contractor shall update the City representative on work progress no less than once per week. Failure to comply with the accessibility requirements as listed above shall be deemed as substandard work and will be subject to the same penalties and potential non-payment.

XII. EQUIPMENT CONDITION

All equipment will be kept in a good, safe operation condition. All safety guards must be attached. All mowing equipment will have sharp blades so that the grass is cut properly. All equipment will be kept in such a condition so that the gas/oil is not leaking. The City representative or his designee shall have the right to inspect Contractor's equipment at any time to ensure compliance with requirements; however, it will be the contractor's responsibility to ensure that the equipment remains in good working order.

XIII. FUELING/OILING

Mowers are not to be fueled or oiled in grass areas. All mowers and other equipment are to be fueled and oiled in non-grass areas that are not directly tributary to storm sewer inlets, ditches, or wetlands. The contractor will be responsible for all costs associated with the clean-up and restoration associated with fuel and oil spills.

XIV. FINAL APPEARANCE

The Contractor will be responsible for complete removal of all grass clippings collected. Mowing patterns shall be such that the clippings and mulch are evenly distributed; Noticeable deposits and/or clumps will not be permitted. Grass clippings will not be accumulated on hard surfaces, sidewalks or roadways. If windrows are present, the clippings must be removed by raking. At no time should collected mowing clippings be left or deposited on public or private areas.

XV. SCOPE OF WORK

GENERAL MAINTENANCE -

Weekly visits to each area beginning the end of April through December 1, subject to conditions; a spring clean-up in March or early April and a complete mulching of all beds by May 30 in the first year of the contract and then all subsequent years mulching of all beds by May 15.

- Landscape beds shall be kept free of weeds for the duration of this contract. Any weeds found within the bed shall be removed. Poison ivy shall be sprayed and removed.
- All plants in the landscape beds shall be pruned in accordance with ANSIZ133.1 standard.
 Pruning shall be completed in the spring, fall, and late fall for winterization. Prune all other

shrubs after dormancy to rejuvenate old canes and stems. Approximately one quarter (1/4) of the stems shall be trimmed to two to three inches (2"-3") above the ground. Remove the largest and oldest stems first.

- Remove dead plant material. Notify the City of Yorkville of the date, type of plant, and location of removal within five (5) working days of removal.
- Remove all trash from the landscape beds.
- Rake leaves from all landscaped areas weekly and remove leaves from the site the last week in September. Estimate five (5) occurrences per year.
- Monitor plants for disease and pest activity. Report any problems to the City or its designee.
- Deadhead perennial flowers to promote more flowering. Pinch back perennial flowers to promote more dense flowering. Cut back perennials to promote new growth from the base of the plants. Deadhead roses to promote new blossoms.
- All mulch spread is not to exceed two to three inches (4"). Dark Brown, shredded hardwood mulch will be applied once a year during the spring. Mulch shall be applied to all perennial, shrub and tree beds. Mulch shall be paid for at an installed, cubic yard rate.
- All landscaped areas will be inspected and maintained weekly and be kept weed free throughout the season.

BASIS OF PAYMENT: Payment for this work shall be included in the Contract Unit Price per hour cost bid for GENERAL MAINTENACE for each individual on the work crew; Personnel used for the trucking and transportation of equipment or debris will not be paid separately and should be included in the per hour price for GENERAL MAINTENANCE.

MOWING -

All mowing will be maintained at a height of 2 ½" or 3" in hot and dry conditions. Grass shall be cut weekly or when it is 1" higher than specified height. Grass next to light poles, trees, trails, etc., shall be mechanically trimmed to the same height as specified above at the time of each mowing. All grass clippings and debris, shall be removed from the sidewalks, trails, and streets at the time cutting takes place.

Lawn mower blades shall be clean and kept sharp and well-adjusted to provide a clean cut. Cutting grass too closely (scalping) shall be avoided. Mowing patterns shall be changed regularly to avoid rutting. Use small mowers for difficult or tight areas where larger commercial mowing units cannot maneuver. Mowing shall be done optimally when the grass is dry, however, mowing wet turf is acceptable. Bagging is not required, and grass clippings may be left on the grass providing no readily visible clumps remain on the grass surface after mowing. If clippings are excessive or diseased, they shall be removed after mowing to enhance overall turf appearance and to prevent

matting, clumping and thatch buildup. In the case of fungal disease outbreaks, clippings will be collected and disposed of off-site until the disease is controlled.

The final appearance after mowing shall present a neat appearance. Care shall be taken with mowing equipment to avoid obstructions such as trees, shrubs, utility boxes, signage, buildings, etc., and the Contractor shall be responsible for damage caused by its operations.

The Contractor shall be responsible for damage to any plant material or site features caused by the Contractor or his/her employees. The Contractor will be notified in writing of the specific nature of the damage and cost of repair. the City will, at its option, invoice the Contractor for the payment, or reduce payment by the amount of the repairs to the Contractor.

Mowing cycles shall commence on or about April 15 and continue through December 1, subject to conditions. The estimated number of occurrences is thirty (30) per year. The contractor shall inspect sites on a weekly basis. All lawn areas shall be moved to maintain a height of two and a half inches $(2\frac{1}{2})$, not to exceed three and a half inches $(3\frac{1}{2})$ throughout the growing season, unless otherwise directed by a City representative. At no time shall moving remove more than one third (1/3) of the total leaf blade.

BASIS OF PAYMENT: Payment for MOWING shall be included in the Contract Unit Price per acre for MOWING.

<u>DEBRIS REMOVAL –</u>

This work shall consist of removing branches, debris, and garbage that is in excess of the normally anticipated spring cleanup and/or weekly accumulation. This item is intended to cover potential large amounts of accumulated debris occurring after excessive windstorms and/or illegal dumping. This item will not include tree removal over 6 inches in diameter. This item includes tree removal 6 inches in diameter or less and the removal of shrubbery.

It should be clearly noted that the typical spring cleanup of the lots and the typical weekly cleanup shall not be paid for separately but shall be considered incidental to the contract. The typical weekly cleanup should be done each time before the scheduled mowing. Work done outside of the typical weekly cleanup completed under the DEBRIS REMOVAL contract unit item must be approved by a City representative prior to initiation of work. The contract unit price for DEBRIS REMOVAL shall include the labor, transportation, disposal, and equipment costs associated with this task. All debris must be removed from the site by the contractor and disposed of.

BASIS OF PAYMENT: Payment for this work shall be included in the Contract Unit Price per hour cost bid for DEBRIS REMOVAL for each individual on the work crew; Personnel used for the trucking and transportation of equipment or debris will not be paid separately and should be included in the per hour price for DEBRIS REMOVAL.

GENERAL CONDITIONS

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

1. Forms

All proposals must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces and submitted in a sealed envelope. When completed, email the proposal to cparker@yorkville.il.us prior to the proposal due date and time.

2. Submittal of Proposal

Proposals arriving after the specified time will not be accepted. Proposals that are received after the specified date and time will not be accepted.

All proposals must include the following documents:

- A) Submit all of the below in one sealed envelope identified with the enclosed label:
 - 1) 1 copy of the entire packet
 - 2) If your proposal includes confidential information as defined by FOIA (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7 provide
 - i) 1 redacted original of the entire packet identified as REDACTED ORIGINAL
 - ii) 1 file copy of the entire packet on the same above USB Flashdrive, identifying the file as REDACTED ORIGINAL
 - 3) Contractor Certifications (reference page 20)
 - 4) Proposal Cost Sheet (reference page 21-22)
 - 5) Detail Exception Sheet (reference page 23)
 - 6) Equipment List (reference page 24)
 - 7) Subcontractor Listing (reference page 25)
 - 8) References (reference page 26)
 - 9) Signed Contract (reference page 27)

3. Examination of Proposal Forms, Specifications, and Site

The Contractor shall carefully examine the proposal forms which may include the invitation to the proposal, instruction to Contractors, general conditions, special conditions, plans, specifications, proposal form, bond, contract, and any addenda to them, and sites of the proposed work (when known) before submitting the proposal. The Contractor shall verify all measurements relative to the work, shall be responsible for the correctness of the same. The Contractor will examine the site and the premises and satisfy themselves as to the existing conditions under which the Contractor will be obligated to operate. Failure of the Contractor

to notify the City, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional sums of money will be added to the contract.

The submission of the proposal shall be considered conclusive evidence that the Contractor has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to character, quality, quantities, and costs of work to be performed and materials to be furnished, and as to the requirements of the proposal forms. If the proposal is accepted, the Contractor will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and the City shall not be responsible for any charge for extra work or change in anticipated profits resulting from such failure or neglect.

4. Scope of Work

The Contractor shall supply all required supervision, skilled labor, transpiration, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The Contractor shall supply, maintain and remove all equipment for the performance of the work and be responsible for the safe, proper and lawful construction, maintenance and use of the same. This work shall be completed to the satisfaction of the City. The Contractor shall provide adequate protection of the job site to protect the general public and adjacent property. The City is not responsible for site safety. The Contractor is solely and exclusively responsible for construction means, methods, technologies and site safety.

5. Interpretation of Proposal Documents

Questions regarding proposal documents, discrepancies, omissions, or intent of the specifications or plans shall be submitted in writing to the Purchasing Manager at cparker@yorkville.il.us at least ten (10) working days prior to the opening of proposals to provide time for issuing and forwarding an addendum. Any interpretations of the Contract Documents will be made only by addendum duly issued or delivered by the City to each person receiving a set of proposal documents. The City will not be responsible for any other explanations for interpretations of the Contract Documents.

Letters, requested interpretations, clarifications, and/or explanations shall be so noted on the outside of the envelope and on the first page of the letter with the words, INTERPRETATION REQUEST. Letters not properly marked will not be considered as a formal request. Any letter received within ten working days of the proposal date will be returned unopened.

6. Late and Fax Proposals

Proposals arriving after the specified time, will not be accepted. It is the Contractor's responsibility for timely delivery. Facsimile machine transmitted proposals will not be accepted, nor will the City transmit proposal documents to prospective Contractors by way of a facsimile machine.

7. Completeness

All information required by the Invitation to Proposal must be supplied to constitute a responsive proposal. The Contractor's submittal shall include the completed Proposal Sheet found in the contract documents. The City will strictly hold the Contractor to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the Contractor.

8. Error in Proposals

When an error is made in extending total prices, the unit proposal price and/or written words shall govern. Otherwise, the Contractor is not relieved from errors in proposal preparation. Erasures in proposals must be explained over the signature of the Contractor.

9. Withdrawal of Proposals

A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by the Purchasing Manager prior to the specified time of opening. After the opening, the Contractor cannot withdraw or cancel his proposal for a period of forty-five (45) calendar days, or such longer time as stated in the proposal documents.

10. Contractor Interested in More than One Proposal

Unless otherwise specified, if more than one proposal is offered by any one party, by or in the name of his or their agent, partner, or other persons, all such proposals may be rejected. A party who has quoted prices on work, materials, or supplies to other Contractors is not thereby disqualified from quoting prices to other Contractors or from submitting a proposal directly for the work, materials, or supplies.

11. Contractor's Qualifications

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

12. Proposal Award for All or Part

Unless otherwise specified, proposals shall be submitted for all of the work or items for which proposals are requested. The City reserves the right to make an award on all items, or any of the items, according to the best interests of the City.

13. Work Restrictions

The Contractor shall complete the work required as soon as practicable. The only exception to this requirement will be extenuating circumstances as may be accepted by the City. Requests for exceptions due to extenuating circumstances must be made in writing to the City within 48 hours of the occurrence. The City's decision on extenuating circumstances will be final.

Work will not be permitted on Sunday or the following legal holidays:

New Year's Day Martin Luther King's Birthday President's Day Memorial Day Independence Day Christmas Day Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve, ½ Day (afternoon)

Due to the timing of this project, work may be prohibited during certain public events in said area. Work shall not be permitted between the hours of 8:00 p.m. To 7:00 a.m. during standard weekdays (excluding holidays). Any requested variations to these hours shall be approved by the City in writing, in advance of any operations outside of the hours detailed above.

14. Estimated Proposal Quantities

On "Estimated Quantities", the City may purchase more or less than the estimates. The Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item unless otherwise agreed upon.

15. <u>Trade Names – Alternative Proposal</u>

When an item is identified in the specifications by a manufacturer's or trade name or catalog number, the Contractor shall proposal upon the item so identified.

If the specifications state "or equal" proposals on other items will be considered, provided the Contractor clearly identifies in his proposal the item to be furnished, together with any descriptive matter which will indicate the character of the item.

Contractors desiring to the proposal on items that deviate from these specifications, but which they believe are equivalent, are requested to submit alternate proposals. However, ALTERNATE PROPOSALS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The proposal must be accompanied by complete specifications for the items offered. Contractors wishing to submit a secondary proposal must submit it as an alternate proposal.

The City shall be the sole and final judge unequivocally as to whether any substitute from the specifications is of equivalent or better quality.

16. Price

Unit prices shall be shown for each unit on which there is a proposal as well as the aggregate price and shall include all packing, crating freight and shipping charges, and cost of unloading at the destination unless otherwise stated in the proposal.

Unit prices shall not include any local, state, or federal taxes. The City is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation and Use Tax and Federal Excise Tax. The City will supply the Contractor with its tax exemption number.

Cash discounts will not be considered in determining the overall price but may be used in an overall evaluation.

17. Consideration of Proposal

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

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

18. Award or Rejection

the City reserves the right to reject and/or award any and all proposals or parts thereof and to waive formalities and technicalities according to the best interests of the City. Any proposal submitted will be binding for forty-five (45) days subsequent to the date of the proposal opening. A contract will be awarded to the lowest responsible and responsive Contractor complying with the conditions of the contract documents only when it is in the best interest of the City to accept the proposal. The City shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all proposals or parts thereof.

19. Execution of Contract

The Contractor shall, within fourteen (14) days after notification of the award: (a) enter into a contract in writing with the City covering all matters and things as are set forth in the specifications and his proposal and (b) carry insurance acceptable to the City, covering public liability, property damage, and workmen's compensation.

After the acceptance and award of the proposal and upon receipt of a written purchase order executed by the proper officials of the City, this Instruction to Contractors, including the specifications, will constitute part of the legal contract between the United City of Yorkville and the Contractor.

20. Termination of Contract

The United City of Yorkville reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event that sufficient funds to complete the Contract are not appropriated by the City Council.

The United City of Yorkville further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as the failure of the Contractor to perform any of the provisions of this Contract, or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event of default and termination, the United City of Yorkville may procure, upon such terms and in such manner as the United City of Yorkville may deem appropriate, supplies or services similar to those so terminated.

The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the United City of Yorkville that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

21. Protests

- A) Any Contractor who claims to be aggrieved in connection with a solicitation, the selection process, a pending award, or other reasonable issues may initiate a protest.
 - 1) Protests involving the solicitation process or stated requirements must be presented in writing via email to the Purchasing Manager no later than the last date for questions as reflected on the cover page of this document.
 - 2) Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to the Purchasing Manager no later than three business days after results are publicly posted.
- B) Protests must include: the name and address of the protestor; appropriate identification of the solicitation; if an award has been initiated, the award document number (if available); identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims) and recommendation for further action.
- C) Upon receipt of the notice of protest, the Purchasing Manager shall cease the procurement process for the said project.
 - 1) The Purchasing Manager will rule on the protest in writing within five business days from receipt of the protest.

- 2) Appeals of the Purchasing Manager's decision must be made in writing within five business days after receipt thereof and submitted to the City Administrator for final resolution. The appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
- 3) the City Administrator's decision is final.

22. Compliance with All Laws

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

23. Contract Alterations

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

24. Nonassignability

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

25. Execution of Documents

The Contractor, in signing the Proposal on the whole or any portion of the work, shall conform to the following requirements:

- Proposals signed by an individual other than the individual represented in the proposal documents shall have attached thereto a power of attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.
- Proposals that 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 Proposal a power of attorney evidencing authority to sign the Proposal, executed by the partners.
- Proposals that 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 Proposal 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 Proposal should be attached to it. Such Proposal shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal. If the Proposal is signed for a

limited liability company, it should have the correct legal name and be signed by the managing member or other person with authority.

• Proposals received from any listed contractor in response to an invitation for proposals shall be entered on the abstract of Proposals and rejected. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for an award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the City may, but is not required to, consider such proposals, quotations, or offers.

26. Default

the City may terminate a contract by written notice of default to the Contractor if:

- fails to make delivery of the materials or perform the services within the time specified in the proposal, or
- fails to make progress so as to endanger performance of the contract, or
- fails to perform work outlined in the contract within a reasonable amount of time.

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

27. Inspection

the City shall have a right to inspect, by its authorized representative, any material, components, or workmanship as herein specified. Materials, components, or workmanship that has been rejected by the authorized representative as not in accordance with the terms of the specifications shall be replaced by the Contractor at no cost to the City.

28. Permits and Licenses

The Contractor and their subcontractor(s) shall obtain, at their own expense, all permits and licenses which may be required to complete the contract. Fees for all City permits and licenses shall be waived.

29. Notification of Work

Upon receiving the notice to proceed from the City or its designee, the Contractor shall notify the City or its designee 48 hours prior to commencement of work and 24 hours prior to each inspection (if applicable).

30. Time of Completion

The Contractor shall completely perform its proposal in strict accordance with its terms and conditions within the number of consecutive calendar days after notification of award of the contract as stated in the proposal.

31. Incidental Work

All work shown in the proposal documents, described in the applicable specifications or in these Special Provisions and not covered by a pay item, will be considered as included in the proposal.

32. Payment

Payment will be made within thirty (30) days after acceptance of the job by the City after the completion of the work as covered within the contract documents. Invoices shall be paid by the City pursuant to the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

33. Guarantees and Warranties

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the City before the final payment on the contract is issued.

34. Insurance

- (A) During the term of the Contract, the Contractor shall provide the following types of insurance is not less than the specified amounts:
 - i. Comprehensive General Liability \$1,000,000 per occurrence;
 - ii. Auto Liability Combined Single Limit Amount of \$1,000,000 on any Contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this Contract;
 - iii. Workers Compensation Statutory; Employers Liability \$1,000,000 (the policy shall include a 'waiver of subrogation');
 - iv. Umbrella Coverage \$2,000,000 (this shall apply to General Liability, Auto Liability, and Professional Liability, except if the amount for Professional Liability exceeds these combined limits, then Umbrella Coverage does not need to apply to Professional Liability); and
 - v. Professional Liability \$5,000,000.
- (B) The Contractor shall furnish to the City satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the City. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expire or changed

so as to the amount of coverage only after written notification 30 days in advance to the City. In addition, said certificates shall list the City and its officers, agents, and employees as additional insureds on all required insurance policies except the policy for professional liability.

(C) The Contractor shall require subcontractors, if any, not protected under the Contractor's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the Contractor.

35. Indemnification

The Contractor shall indemnify, defend and save harmless the City, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including atrorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of negligent act or omission or any willful misconduct of said Contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the City, its officers, agents, employees, representatives, and their assigns shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

36. Liquidated Damages

Time is of the essence of 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 of \$500.00, not as a penalty but as liquidated damages, for each day 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. These deductions are for the cost of delay to account for administration, engineering, inspection, supervision, and other costs and expenses 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 an extended and delayed performance by the Contractor of the work.

37. General Guarantee

Neither the final certificate of payment nor any provision in the Contractor Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work

resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The United City of Yorkville will give notice of observed defects with reasonable promptness. The Contractor shall guarantee all materials and workmanship as defined by the Performance Bond, Labor and Material Payment Bond, and Maintenance Bond requirements.

Unless otherwise amended in writing by the Director of Public Works, the date of the Start of any Guarantees, Warranties and Maintenance Bonds shall be coincident with the Date of Acceptance of the entire project.

38. Cleaning

The Contractor and subcontractors shall remove from the premises, rubbish, waste material, and accumulations, and shall keep the premises clean. The Contractor shall keep the premises clean during the project to the satisfaction of the Director of Public Works.

39. Business/Resident Notification

The Contractor shall not close any street or private driveway without the consent of the Director of Public Works, and the proper notification of the affected business/resident.

40. Use of Fire Hydrants

No fire hydrants shall be used to obtain water for non-emergency use. Contact the City's Director of Public Works at 630.878.7102 for access.

41. Waiver of Lien

Where applicable a waiver of lien and contractor's affidavit must be submitted by the Contractor, verifying that all subcontractors and material invoices have been paid prior to the City approving final payment.

42. Other Entity Use

Although this solicitation is specific to the City, Contractors have the option of allowing this offer, if awarded by the City to the Contractor, to be available to other government agencies within the Kane, Will and Kendall Counties. If the successful Contractor and the interested entity/agency mutually agree on the Terms and Conditions, inclusive of pricing, both parties may perform business under the authority of this solicitation and contract.

It is understood that at no time will any city or municipality or other agencies be obligated for placing an order for any other city, municipality or agency; nor will any city or municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor.

CONTRACTOR CERTIFICATIONS

The undersigned Contractor;

- A. Certifies that it is not barred from contracting or contracting with the City as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting; and
- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes; and
- C. States that is has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the City upon request; and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference; and
- E. Agrees to comply with current applicable regulations of the Americans with Disabilities Act; and
- F. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965); and
- G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000).

Langton Group	
Printed Name of Contractor	
S///	4-15-2020
Signature of Authorized Representative	Date

COST SHEET

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned Contractor certifies that they are not barred from contracting on this contract as a result of a conviction for the violation of state laws prohibiting proposal rigging or proposal rotating (720 ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue (65 ILCS 5/11-42.2-1).

It is understood that the City reserves the right to reject any and all proposals and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than forty-five (45) days.

I (We) propose to complete the following project as more fully described in the specifications for the following: Langton Group Company Name: _ Our firm has not altered any of the written texts within this document. Only those areas requiring input by the respondent have been changed or completed. If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of the Contract, the City must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of proposal submittal. Will you be utilizing a subcontractor? If yes, have you included all required Information with your proposal submittal? NO PROPOSAL - Keep our company on your Contractors List NO PROPOSAL - Remove our company from Your Contractors List Signature Date

COST SHEET CONTINUED

TOTAL COST:

General Maintenance

Contract Year	Cost (hourly)
2020-2021	G7. 2
2021-2022	67. 4
2022-2023	67. co

Mowing - Fox Hill

Contract Year	Cost (Acre)
2020-2021	58, 🛎
2021-2022	58, =
2022-2023	58, =

Mowing - Sunflower Estates

Contract Year	Cost (Acre)
2020-2021	58. =
2021-2022	58. ⁶⁹
2022-2023	58. 00

Debris Removal

Contract Year	Cost (Hourly)
2020-2021	C7, ce
2021-2022	G7. º€
2022-2023	C7. º

<u>Labor</u>

Contract Year	Cost (Hourly)
2020-2021	G7, =
2021-2022	G7. °
2022-2023	C7. 2

Mulch

Contract Year	Cost (per yard)
2020-2021	74,00
2021-2022	74. 00
2022-2023	74.00

Printed Name of Contractor

Signature of Authorized Representative

4-15-2020

Date

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be the reason for the rejection of the proposal. It is not our intention to prohibit any potential Contractor from contracting 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.
Contractor's exceptions are:
•

VEHICLE/EQUIPMENT LIST

Name	Make	Model	Year	Use	
	4+1	hed			
7	11100	heel			
		10			
	THE			, , , , , , , , , , , , , , , , , , ,	
				1801 - 171	
	11100				
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Year	Make	Model	Body Type
2016	FORD	F450	TK
2019	FORD	F350	TK
2002	FREIGHTLINER	MEDIUM CONVENTIONAL	TK
2019	FORD	F450	TK
2001	STERLING TRUCK	LT	TK
2004	STERLING TRUCK	LT	TK
2002	IMPERIAL	TRAILER	Т
2000	INTERNATIONAL	4900	TK
2004	FORD	F750	TK
2012	BIG TEX	TRAILER	T
2019	CHEVROLET	SILVERADO MEDIUM DUT	TK
2019	CHEVROLET	SILVERADO	TK
2014	FORD	F350	TK
2017	ATLAS	TRAILER	T
1996	INTERNATIONAL	4000	TK
2016	CHEVROLET	SILVERADO	TK
2004	GMC	C7500	TK
2019	FORD	F350	TK
2019	FORD	F450	TK
2012	BIG TEX	TRAILER	T
2019	FORD	F450	TK
2013	LOOK	TRAILER	T
2011	FORD	RANGER	T K
2019	FORD	F450	TK
2013	LOOK	TRAILER	T
2017	ATLAS	TRAILER	T T
2003	FORD	F450	TK
2016	FORD	F350	TK
1982	FORD	F250	TK
2016	FORD	F250	TK
2016	FORD	F250	TK
2011	FORD	RANGER	TK
1995	INTERSTATE TRAILERS	Wildelt	T
2019	FORD	F250	, TK
2014	FORD	F250	TK
2001	STERLING TRUCK	LT	TK
1998	WELLS CARGO		T
1995	FORD	TANDEM	TK
2007	UNITED EXPRESS LINE	TARVEIN	T
2019	FORD	F350	TK
2017	CHEVROLET	SILVERADO	TK
2017	FORD	F250	TK
2013	ATLAS	TRAILER	T
2017	CHEVROLET	SILVERADO	TK
2020	ATLAS	TRAILER	T
2017	FORD	ESCAPE	TK
	INTERNATIONAL		TK
2001	INTERNATIONAL	4000	LK

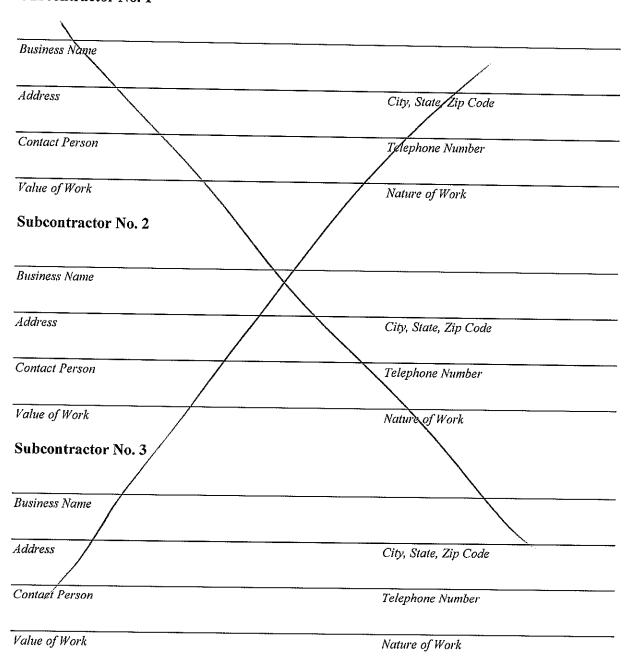
Year	Make	Model	Body Type
1990	FORD	L-SERIES	TK
2013	LOOK	TRAILER	Т
2019	FORD	F450	TK
2002	FREIGHTLINER	MEDIUM CONVENTIONAL	TK
2015	FORD	F250	TK
2017	GMC	YUKON	TK
2018	FORD	F250	TK
2012	WELLS CARGO		T
2004	STERLING TRUCK	LT	TK
2017	CHEVROLET	SILVERADO	ΤK
2000	STERLING TRUCK	LT	ΤK
2004	FORD	F450	TK
2016	Atlas	trailer	T
2000	ISUZU	NPR	TK
2019	FORD	F250	TK
2016	FORD	F250	TK
2016	ATLAS	TRAILER	Т
2000	FORD	F550	ΤK
2015	FORD	F450	TK
2007	LOADMAX	TRAILER	Т
2000	FREIGHTLINER	MEDIUM CONVENTIONAL	TK
2003	CHEVROLET	C4500	TK
2005	LOAD ALL	TRAILER	T
2019	FORD	F450	TK
2001	STERLING TRUCK	LT	TK
2019	LS	4155 Tractor	Tractor
2019	LS	4155 Tractor	Tractor
2019	LS	4155 Tractor	Tractor
2019	LS	4155 Tractor	Tractor
	Kubota		
	Bunton		
	Dixon		
	(2) Great Dane		
	(4) Torro 2012		
	(2) Torro 2015		
	(4) Torro Walk-Behind		
	Propane Gravely 72"		
	Propane Gravely 60"		
	Propane Gravely 52"		
	Propane Gravely 48"		
	(15) Weed Wackers		
	(15) Blowers		
	(6) Bush Trimmers		
	(6) Chain Saws		
	Gator		
	VENTRAC 3300		
	VENTRAC 4400		

Year	Make	Model	Body Type
	Finn BB-302 Bark Blower		
	MI 45-B		
	MI 85-A		
	MI 175		
	Ford A-62		
	Dresser 515B		
	Ford A-64		
	Clark		
	John Deer 544		
	Clark (2)		
	CAT 950		
	MI Smoke		
	CAT 416 Backhoe		
	Dresser 530		

SUBCONTRACTOR LISTING

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

Subcontractor No. 1



REFERENCES

Enter below current business references for whom you have performed work similar to that required by this proposal.

Reference No. 1	Attac	hed — D	
Business Name			
Address		City, State, Zip Code	w ,,,,
Contact Person		Telephone Number	
Dates of Service		Nature of Work	
Reference No. 2			
Business Name			
Address		City, State, Zip Code	
Contact Person		Telephone Number	
Dates of Service		Nature of Work	
Reference No. 3			
Business Name			
Address		City, State, Zip Code	
Contact Person	, , , , , , , , , , , , , , , , , , , ,	Telephone Number	
Dates of Service		Nature of Work	



References

School District #200 227 Judd St. Woodstock, IL 60098 Steve Miller 815-338-3397 Landscape Maintenance

Village of Glendale Heights 300 Civic Center Plaza Glendale Heights, IL 60139 Chuck Dymbrowski 630-909-5164 Landscape Maintenance

School District #47
300 Commerce Drive
Crystal Lake, IL 60014
Sean Smith
815-378-1320
Landscaping/Snow Removal

CONTRACT

This contract ("Contract") made and entered into this 28th day of April 2020, by and between the United City of Yorkville, Kendall City, an Illinois Municipal Corporation, hereinafter referred to as the "City" and LANGTON CROOP, hereinafter referred to as the "Contractor" and its successors.

WITNESSETH:

WHEREAS, the City has heretofore solicited proposals for all labor and materials necessary to complete the work specified in the Request for Proposals for the Landscape Maintenance Services for the Fox Hill and Sunflower Estates Subdivision Special Services Area;

WHEREAS, the City has found that the Contractor is the lowest responsible Contractor for said work and has awarded the Contractor this contract for said work; and

WHEREAS, the entire proposal packet together with all exhibits, terms, and conditions to become a part of this contract unless otherwise specified all of which are made a part hereof and herein called the "Contract Documents". The City assumes that submission of a proposal means that the person submitting the proposal has familiarized themselves with all conditions and intends to comply with them unless noted otherwise.

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

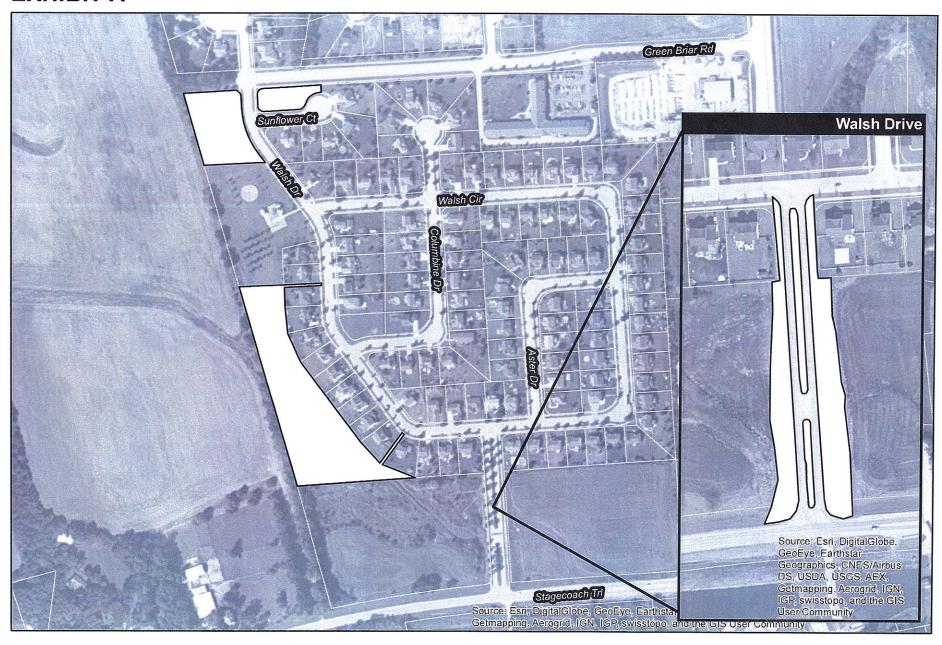
- 1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the work in accordance with the specifications, conditions, and prices stated in the proposal packet.
- 2. The City will pay the Contractor in the amounts, manner 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:

Attest:	Ву:		
City Clerk	D.,	CONTRACTOR:	
Witness:	Ву:	Signature	
Witness	_	Print Name and Title	

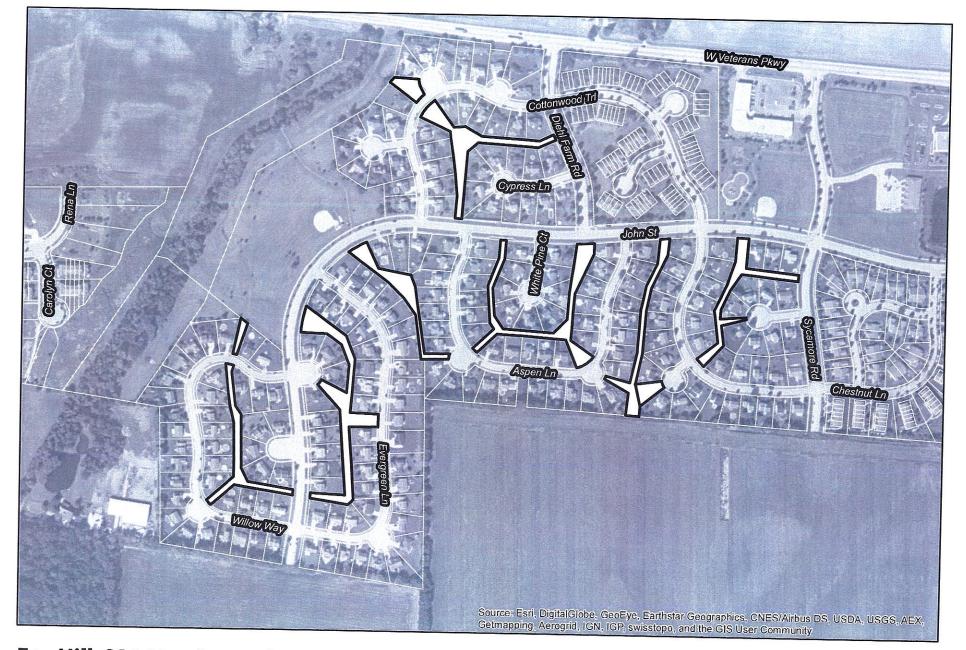
EXHIBIT A



Sunflower Estates SSA Mowing and Maintenance Areas



EXHIBIT B



Fox Hill SSA Mowing and Maintenance Areas



EXHIBIT C

FOX HILL AND SUNFLOWER ESTATES SSA AREA LANDSCAPE MAINTENANCE WEEKLY REPORT

Date	Time In	Time Out	Employee(s) Initials
Work Items	Performed		
Mowing		Yes	No
String trim e	dge of trails	Yes	No
String trim to	rees, bushes, etc.	Yes	No
String trim e	lectric boxes, light poles, etc.	Yes	No
blow grass to	rom trails	Yes	No
Weed landsc	ape beds	Yes	No
Trim trees		Yes	No
Plant trees		Yes	No
Plant bushes		Yes	No
Remove land	scaping	Yes	No
Place mulch		Yes	No
Repair erosio	n damage	Yes	No

Employee Signature



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

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Agenda	Item	Num	bei

Consent Agenda #3

Tracking Number

CC 2020-25

Agenda Item Summary Memo

Title: Countryside Lift Station Basement Painting Contract Award			
Meeting and Date: City Council – April 28, 2020			
Synopsis: See Attached	l Memo		
Council Action Previou	ısly Taken:		
Date of Action: N/A	Action Taken	:	
Item Number:			
Type of Vote Required	: Majority		
Council Action Reques	ted: Approval		
Submitted by:		Public Works	
	Name	Department	
Agenda Item Notes:			



Memorandum

To: Public Works Committee

From: Eric Dhuse, Director of Public Works

Carri Parker, Purchasing Manager

CC: Bart Olson, Administrator

Date: April 6, 2020

Subject: Countryside Lift Station Basement Painting Services Contract

Award

Summary

Discussion of a contract award for painting services for the Countryside Lift Station basement.

Background

Since the construction of the Countryside lift station in 2005 we have had trouble with the coating system in the "basement" of the countryside lift station. When I say basement, it is where the incoming sanitary sewer pipe, pumps, wet wells, and force main are located. The area is approximately 30'x40' and the depth of the basement varies from 20'- 30' below ground.

The combination of age, being below ground, the harsh environment that raw sewage creates, and the characteristics of concrete make for a challenge for any coating system. At the time of construction, we used the recommended coating system and it was installed by a professional painter that worked with the coating manufacturer to make sure it was applied correctly. Unfortunately, the coating has failed and is now peeling off the wall in large chunks. We first started noticing the problem within the first year and worked with the manufacturer and the contractor to repair any spots that were peeling. As the years went on, the warranty expired, but the problems persisted. It is now at the point where we must have the remaining coating removed and a new, different coating applied.

As with most items, there has been significant advances in the coatings that are used today as opposed to 15 years ago. I have attached some literature and facts regarding the improvements to the coating system for your review.

On April 1, 2020, staff received one submission for \$44,900.00 from LeCuyer Painting and Decorating, Inc. located in Sandwich, Illinois in response to the Invitation to Bid for these painting services. Staff is familiar with this company as they provided the painting services to the Bruell Street lift station and have worked on many projects at YBSD.

The budgeted amount in FY2020 is \$40,000. Staff will be able to incorporate the remaining \$4,900 from another account within the Public Works budget.

Recommendation

Staff recommends awarding the contract to LeCuyer Painting and Decorating, Inc., Sandwich, Illinois, for the painting services for the Countryside Lift Station basement in an amount not to exceed \$44,900.00. This would be funded from the sanitary sewer operations budget, under the lift station maintenance line item 52-520-54-00-5444.

The budget estimate was \$40,000 which ended up being \$4,900 less than the bid. Currently, there is approximately \$64,000 remaining in this line item due to conservative spending and timing of another project.

Attachments

- Resolution
- Exhibit A LeCuyer Painting Contract
- Exhibit B Bid Tab
- Exhibit C Pictures of the lift station

Resolution No. 2020-

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE COUNTRYSIDE LIFT STATION BASEMENT PAINTING SERVICES WITH LECUYER PAINTING AND DECORATING, INC. IN THE AMOUNT NOT TO EXCEED \$44,900.00.

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "City") is a duly organized and validly existing municipality of the State of Illinois pursuant to the 1970 Illinois Constitution and the Illinois Municipal Code, as from time to time amended (the "Municipal Code") (65 ILCS 5/65-1-1-2, et seq.); and,

WHEREAS, it is in the best interest of the City to enter into a contract with LeCuyer Painting and Decorating, Inc, Sandwich, Illinois, for painting services for the Countryside Lift Station Basement substantially in the form attached hereto marked aa "Exhibit A".

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 City is hereby committed to meet all of the requirements as set forth in "Exhibit A".

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute the contract, Resolution of Authorization and to undertake any and all actions as may be required to implement the terms of the contract.

Section 3. That this R	Resolution shall be in full force and effect from an	nd after its passage
and approval as provided by l	aw.	
Passed by the City Co	ouncil of the United City of Yorkville, Kendall Co	unty, Illinois this
day of	, A.D. 2020.	
	CITY CLERK	
KEN KOCH	DAN TRANSIER	
JACKIE MILSCHEWSKI	ARDEN JOE PLOCHER	
CHRIS FUNKHOUSER	JOEL FRIEDERS	
SEAVER TARULIS	JASON PETERSON	
APPROVED by me,	as Mayor of the United City of Yorkville, Kendal	l County, Illinois
this day of	, A.D. 2020.	
	MAYOR	



INVITATION TO BID

Requesting: Bid(s) for Countryside Lift Station Basement Painting

Issue Date: Thursday, March 12, 2020

Pre-Bid Meeting: Friday, March 20, 2020, at 9:00 a.m.

Pre-Bid Meeting Location: 1975 North Bridge St

Yorkville, IL 60560

Last Date for Questions: Friday, March 20, 2020, by 3:00 p.m.

Addendum Posted: Wednesday, March 25, 2020, by 5:00 p.m.

Proposals Due: Wednesday, April 1, 2020, at 9:00 a.m.

Location: United City of Yorkville

800 Game Farm Road Yorkville, Illinois 60560

Note: Illinois Prevailing Wage Act(820 ILCS 130/1-12) does apply

All questions concerning this solicitation shall be submitted via e-mail to Purchasing Manager before the date stated above. A written response in the form of a public addendum will be published on the City's website by the said date above.

Contact with anyone other than the Purchasing Manager for matters relative to this solicitation during the solicitation process is prohibited.

Contact for this proposal:

Carri Parker, Purchasing Manager in writing at cparker@yorkville.il.us

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LEGAL NOTICE

The United City of Yorkville, Illinois will accept sealed bids for Painting Services for the Countryside Lift Station Basement.

Sealed bids will be received at the address listed below until <u>Wednesday</u>, <u>April 1</u>, <u>2020</u>, <u>at 9:00</u> <u>a.m.</u> Bids will be publicly opened and read aloud at the date and time stated above. Bids not physically received by the date and time listed above will be returned, unopened to the firm. Emailed or faxed bids will not be accepted. All bids should be addressed to:

United City of Yorkville
Re: (vendor name)
Invitation to Bid – Countryside Lift Station Basement Painting
Attention: Carri Parker, Purchasing Manager
800 Game Farm Road
Yorkville, IL 60560

Bid packets are available online at http://www.yorkville.il.us. The link can be found under the Business Tab-Bids & RFPs. Additional packets may be picked up at the United City of Yorkville City Hall, 800 Game Farm Road, Yorkville, IL 60560. Please contact the Purchasing Manager to schedule a time to pick up the packet.

Bidders are advised of the following requirements of this contract: 1. Applicability of Illinois Prevailing Wage Act, 2. 10% bid security with the bid submittal, 3. performance bond on the award of contract, and 4. labor and material payment bond on the award of contract.

Any questions regarding this legal notice or specifications shall be directed to Carri Parker, Purchasing Manager in writing at cparker@yorkville.il.us.

The bidder 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 preparation of bids or the performance of the contract.

Carri Parker Purchasing Manager

SPECIFICATIONS

1. GENERAL OBJECTIVE:

The object of these specifications is to engage a qualified contractor to provide the material and workmanship necessary to produce a quality coating system. All painting work shall be implemented in strict accordance with the manufacturer's instructions and shall be performed in a manner satisfactory to the Owner. Work shall consist of repainting all vertical walls and overhead surfaces of the lower level of the Countryside lift station.

2. QUALITY OF PAINT:

The paint products mentioned in the following specifications are set up as standards of quality. The standard "or equal" clause shall apply. No substitution will be considered unless a written request for approval has been received by the Owner at least 10 days prior to the date for receipt of bids. Each such request shall include the name of the specified material for which a substitute is being requested; the name of the proposed substitute material; and a complete description of the proposed substitute including performance and test data and any other information necessary for evaluation. The burden of proof of the merit of the proposed substitute is upon the proposer. The decision of the Owner regarding approval or disapproval of the proposed substitution shall be final.

All material shall be brought to the job site in the original sealed and labeled containers of the paint manufacturer and shall be subject to inspection by the Owner. Colors were not specified, shall be selected by the Owner.

The Contractor shall submit to the Owner, immediately upon completion of the job, certification from the paint manufacturer indicating that the quantity of each coating purchased was sufficient to coat all surfaces in accordance with the specifications and manufacturer's recommendations.

3. APPLICATION OF PAINT:

The Contractor shall apply each coating in accordance with these specifications and the paint manufacturer's recommendations. The coating shall be applied at the specified thickness. If the specified thickness is not obtained, an additional coat(s) of paint shall be applied.

All paint shall be applied in strict accordance with the applicable manufacturer's printed datasheet and container label outlining recommended minimum and maximum surface and air temperatures required for the application. Paint shall not be applied to wet or damp surfaces and shall not be applied in rain, snow, fog or mist, or when the relative humidity exceeds 85%.

No painting shall be applied when it is expected that the relative humidity will exceed 85% and/or the air temperature will drop below-recommended levels within 12 hours after the paint application. Dew or moisture condensation should be anticipated, and if such conditions are prevalent, painting shall be delayed until certain that the surfaces are dry. The painting should be

completed well in advance of the probable time of day when condensation will occur in order to permit the film an appropriate drying time prior to the formation of moisture on the surface.

4. FILM THICKNESS:

Film thickness shall be measured in accordance with wet film thickness gauges and calculated by theoretical coverage and square footage.

5. CONTAINMENT / DISPOSAL REQUIREMENTS:

When required by federal, state or local regulation, the structure shall be enclosed, and surface preparation debris contained. Refer to SSPC-GUIDE 6 (CON), "Guide for Containing Debris Generated During Paint Removal Operations".

Refer to SSPC-GUIDE 7 (DIS). NOTE: All surface preparation debris must be disposed of in accordance with applicable federal, state and local regulations.

The Contractor is the generator and is responsible for the proper containment and disposal of all waste resulting from surface preparation. As part of this contract, the Contractor shall arrange and pay for all containment, tests, permits, transportation, and disposal of all waste resulting from the surface preparation in strict accordance with Illinois EPA regulations. Copies of all documentation required by Illinois EPA regulations shall be submitted to the owner for verification prior to the submission of the Contractor's request for final payment.

6. GUARANTEE:

The Bid shall be construed to contain a guarantee for a minimum of one (1) year for all materials and workmanship.

Any work proving defective within one year for the date of acceptance shall be redone without additional expense to the City for labor or materials.

7. COATING SYSTEM:

A) Surface Preparation

Prior to abrasive blast cleaning, remove all oils, grease, and contamination from all surfaces in accordance with SSPC SP-1.

B) Abrasive Blast

Clean all surfaces in accordance with SSPC SP-13 Surface Preparation of Concrete to remove all existing coating and loosely adhered resurfacer from the underside of the ceiling and to remove all loosely adhered coating and resurfacer from the vertical concrete walls. The tightly adhered coating on the walls will be allowed to remain. Abrasive blast cleaning shall be done to

uniformly and thoroughly scarify tightly adhered coating. All surfaces shall be clean, dry and free of contamination prior to coating.

C) Prime Coat

Apply one coat of Tnemec Series N69 Hi-Build Epoxoline II to all surfaces. This coating shall be applied at a dry film thickness of 4.0 to 6.0 on bare surfaces, and 2.0 to 3.0 mils on tightly adhered epoxy coated surfaces.

D) Finish Coat

Apply one coat of Tnemec Series 104 HS Epoxy to all surfaces. This coating shall be applied at a dry film thickness of 6.0 to 8.0 mils on overhead surfaces, and 4.0 to 6.0 on vertical surfaces.

8. PRE-BID SITE VISIT:

All bidders are required to attend a pre-bid site visit prior to submission of the bid. Submission of the bid is an acknowledgment that the Bidder is aware of and accepting of existing conditions.

GENERAL CONDITIONS

These General Conditions apply to all bids requested and accepted by the City and become a part of the contract unless otherwise specified. Bidders 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 Bidder has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. Forms

All bids must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces and submitted in a sealed envelope. All bid forms may be obtained from the United City of Yorkville City Hall, 800 Game Farm Road, Yorkville, IL 60560. Please contact the Purchasing Manager to schedule a time to pick up the packet. When completed, deliver to the United City of Yorkville City Hall, Attn. Carri Parker, Purchasing Manager, 800 Game Farm Road, Yorkville, IL 60560 prior to the bid opening date and time. Bids must be identified as such on the outside of the sealed envelope by marking the envelope "SEALED BID" and with the following information: Company's name, address, item bid, date and time of opening. Bidders may attach separate sheets for the purpose of explanation, exception, or alternative bid and to cover required unit prices.

2. Submittal of Bid

Bids arriving after the specified time will not be accepted. Mailed bids that are delivered after the specified hour will not be accepted regardless of the postmarked time on the envelope. Bidders should carefully consider all bid delivery options and select a method that will successfully deliver their bid by the required time and date.

All bids must include the following documents:

- A) Submit all of the below in one sealed envelope identified with the enclosed label:
 - 1) 1 original of the entire packet for Procurement
 - 2) 1 original of the entire packet for Project Manager
 - 3) 1 file copy of the entire packet via USB Flashdrive for Procurement identified with the project name.
 - 4) If your proposal includes confidential information as defined by FOIA (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7 provide
 - i) 1 redacted original of the entire packet identified as REDACTED ORIGINAL
 - ii) 1 file copy of the entire packet on the same above USB Flashdrive, identifying the file as REDACTED ORIGINAL
 - 5) Bid Bond (10% of Total Project Cost)
 - 6) Contractor Certifications (reference page 22)
 - 7) Bid Cost Sheet (reference page 23-24)
 - 8) Detail Exception Sheet (reference page 25)
 - 9) Equipment List (reference page 26)
 - 10) Subcontractor Listing (reference page 27)

- 11) References (reference page 28)
- 12) Signed Contract (reference page 29)

3. Examination of Bid Forms, Specifications, and Site

The bidder shall carefully examine the bid forms which may include the invitation to bid, instruction to bidders, general conditions, special conditions, plans, specifications, bid form, bond, contract, and any addenda to them, and sites of the proposed work (when known) before submitting the bid. The bidder shall verify all measurements relative to the work, shall be responsible for the correctness of the same. The bidder will examine the site and the premises and satisfy themselves as to the existing conditions under which the bidder will be obligated to operate. Failure of the bidder to notify the City, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional sums of money will be added to the contract.

The submission of the bid shall be considered conclusive evidence that the bidder has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to character, quality, quantities, and costs of work to be performed and materials to be furnished, and as to the requirements of the bid forms. If the bid is accepted, the bidder will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions, and the City shall not be responsible for any charge for extra work or change in anticipated profits resulting from such failure or neglect.

4. Scope of Work

The bidder shall supply all required supervision, skilled labor, transpiration, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The bidder shall supply, maintain and remove all equipment for the performance of the work and be responsible for the safe, proper and lawful construction, maintenance and use of the same. This work shall be completed to the satisfaction of the City. The bidder shall provide adequate protection of the job site to protect the general public and adjacent property. The City is not responsible for site safety. The bidder is solely and exclusively responsible for construction means, methods, technologies and site safety.

5. Interpretation of Bid Documents

Questions regarding bid documents, discrepancies, omissions, or intent of the specifications or plans shall be submitted in writing to the Purchasing Manager at cparker@yorkville.il.us at least ten (10) working days prior to the opening of bids to provide time for issuing and forwarding an addendum. Any interpretations of the Contract Documents will be made only by addendum duly issued or delivered by the City to each person receiving a set of bid documents. The City will not be responsible for any other explanations for interpretations of the Contract Documents.

Letters, requested interpretations, clarifications, and/or explanations shall be so noted on the outside of the envelope and on the first page of the letter with the words, INTERPRETATION REQUEST. Letters not properly marked will not be considered as a formal request. Any letter received within ten working days of the bid date will be returned unopened.

6. Bid Guarantee

Unless specifically waived, each bid shall be accompanied by a bid security in an amount of ten percent (10%) or such other percentage as stated in the supplementary conditions of the full amount of the bid in the form of a certified or bank cashier's check or bid bond. In a reasonable time after the bid opening, bid deposits of all except the three lowest responsible bidders will be released. The remaining deposits will be released after the Contractor has entered into the contract and furnished the required insurance and bonds. The bid deposit shall become the property of the City if the Contractor within fourteen (14) days from awarding the contract refuses or is unable to comply with the contract requirements, not as a penalty, but as liquidated damages.

7. Receiving Bids

Bids received prior to the time of opening will be securely kept, unopened. The Purchasing Manager, whose duty it is to open them will decide when the specified time has arrived, and no-bid received thereafter will be considered. No responsibility will be attached to the Purchasing Manager or the City for the premature or nonopening of a bid not properly addressed and identified, except as otherwise provided by law.

8. Late and Fax Bids

Bids arriving after the specified time, whether sent by mail, courier, or in person, will not be accepted and will be refused and returned unopened. It is the bidder's responsibility for timely delivery regardless of the methods used. Mailed bids that are delivered after the specified hour will not be accepted regardless of the postmarked time on the envelope. Facsimile machine transmitted bids will not be accepted, nor will the City transmit bid documents to prospective bidders by way of a facsimile machine.

9. Completeness

All information required by the Invitation to Bid must be supplied to constitute a responsive bid. The Bidder's submittal shall include the completed Bid Sheet found in the contract documents. The City will strictly hold the bidder to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the bidder.

10. Error in Bids

When an error is made in extending total prices, the unit bid price and/or written words shall govern. Otherwise, the bidder is not relieved from errors in bid preparation. Erasures in bids must be explained over the signature of the bidder.

11. Withdrawal of Bids

A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the Purchasing Manager prior to the specified time of opening. After the opening, the bidder cannot withdraw or cancel his bid for a period of forty-five (45) calendar days, or such longer time as stated in the bid documents.

12. Bidder Interested in More than One Bid

Unless otherwise specified, if more than one bid is offered by any one party, by or in the name of his or their agent, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to other bidders is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work, materials, or supplies.

13. Bidder's Qualifications

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

14. Bid Award for All or Part

Unless otherwise specified, bids shall be submitted for all of the work or items for which bids are requested. The City reserves the right to make an award on all items, or any of the items, according to the best interests of the City.

15. Samples

Samples or drawings requested shall be delivered and removed at no cost to the City. The City shall not be responsible for damage to samples. Samples shall be removed by the bidder within thirty (30) days after notification. Samples must be submitted prior to the time set for the opening of bids.

16. Equipment or Materials

Each bidder shall submit catalogs, descriptive literature, and detailed drawings necessary to fully describe those features or the material or work not covered in the specifications. The parts and materials bids must be of the current date (latest model) and meet specifications. This provision excludes surplus, remanufactured, and used products except as an alternate bid. The brand name and/or manufacturer of each item proposed must be clearly stated in the bid. Guarantee and/or warranty information must be included with this bid.

17. Delivery

Where applicable all materials shipped to the City must be shipped F.O.B. delivered, designated location, Yorkville, Illinois. If delivery is made by truck, arrangements must be made in advance by the bidder, with concurrence by the City, for receipt of the materials. The materials must be delivered where directed. Truck deliveries will be accepted at the Public Works Facility between 7:00 AM and 3:30 PM and at all other City locations 8:00 AM and 4:00 PM, weekdays only.

If delivery of any materials needs to be made that are caustic, corrosive, flammable or dangerous to handle, the Contractor shall provide written directions to the City as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid (Material Safety Data Sheet).

18. Work Restrictions

The Contractor shall complete the work required as soon as practicable. The only exception to this requirement will be extenuating circumstances as may be accepted by the City. Requests for exceptions due to extenuating circumstances must be made in writing to the City within 48 hours of the occurrence. The City's decision on extenuating circumstances will be final.

Work will not be permitted on Sunday or the following legal holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve, ½ Day (afternoon)

Christmas Day

Due to the timing of this project, work may be prohibited during certain public events in said area. Work shall not be permitted between the hours of 8:00 p.m. to 7:00 a.m. during standard weekdays (excluding holidays). Any requested variations to these hours shall be approved by the City in writing, in advance of any operations outside of the hours detailed above.

19. Estimated Bid Quantities

On "Estimated Quantities", the City may purchase more or less than the estimates. The Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item unless otherwise agreed upon.

20. Trade Names – Alternative Bid

When an item is identified in the specifications by a manufacturer's or trade name or catalog number, the bidder shall bid upon the item so identified.

If the specifications state "or equal" bids on other items will be considered, provided the bidder clearly identifies in his bid the item to be furnished, together with any descriptive matter which will indicate the character of the item.

Bidders desiring to bid on items that deviate from these specifications, but which they believe are equivalent, are requested to submit alternate bids. However, ALTERNATE BIDS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The bid must be accompanied by complete specifications for the items offered. Bidders wishing to submit a secondary bid must submit it as an alternate bid.

The City shall be the sole and final judge unequivocally as to whether any substitute from the specifications is of equivalent or better quality.

21. Price

Unit prices shall be shown for each unit on which there is a bid as well as the aggregate price and shall include all packing, crating freight and shipping charges, and cost of unloading at the destination unless otherwise stated in the bid.

Unit prices shall not include any local, state, or federal taxes. The City is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation and Use Tax and Federal Excise Tax. The City will supply the Contractor with its tax exemption number.

Cash discounts will not be considered in determining the overall price but may be used in an overall evaluation.

22. Consideration of Bid

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

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

23. Award or Rejection

The City reserves the right to reject and/or award any and all bids or parts thereof and to waive formalities and technicalities according to the best interests of the City. Any bid submitted will be binding for forty-five (45) days subsequent to the date of the bid opening. A contract will be awarded to the lowest responsible and responsive bidder complying with the conditions of the contract documents only when it is in the best interest of the City to accept the bid. The City shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all bids or parts thereof.

24. Execution of Contract

The Contractor shall, within fourteen (14) days after notification of the award: (a) enter into a contract in writing with the City covering all matters and things as are set forth in the specifications and his bid and (b) carry insurance acceptable to the City, covering public liability, property damage, and workmen's compensation.

After the acceptance and award of the bid and upon receipt of a written purchase order executed by the proper officials of the City, this Instruction to Bidders, including the specifications, will constitute part of the legal contract between the United City of Yorkville and the Contractor.

25. Termination of Contract

The United City of Yorkville reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event that sufficient funds to complete the Contract are not appropriated by the City Council.

The United City of Yorkville further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as the failure of the Contractor to perform any of the provisions of this Contract, or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event of default and termination, the United City of Yorkville may procure, upon such terms and in such manner as the United City of Yorkville may deem appropriate, supplies or services similar to those so terminated.

The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the United City of Yorkville that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

26. Performance and Labor and Material Payment Bonds

Unless specifically waived or amended in the Special Conditions, the Contractor shall furnish at the time of execution of the contract a performance bond for 110% of the amount of the contract acceptable in form and surety to the City to guarantee the completion of any work to be performed by the contractor under the contract, payment of material used in such work, and for all labor performed in such work including by subcontractors.

In the event that the bidder fails to furnish the bonds within 14 days after notification of the award, then the bid guarantee shall be retained by the City as liquidated damages and not as a penalty. It is agreed that the sum is a fair estimate of the number of damages that the City will sustain due to the bidder's failure to furnish the bonds.

27. Maintenance Bond

The Maintenance Bond shall be in a penal sum of twenty percent (20%) of the final Contract amount for a period of one (1) year after the date of acceptance of the entire project. The Contractor may elect to reduce the Performance Bond, and the Labor and Material Bond to twenty percent (20%) of the final Contract amount in lieu of a separate Maintenance Bond. Such bond shall guarantee the work against defective workmanship and materials for a period of not less than one (1) year following acceptance of work.

28. Protests

- A) Any Contractor who claims to be aggrieved in connection with a solicitation, the selection process, a pending award, or other reasonable issues may initiate a protest.
 - 1) Protests involving the solicitation process or stated requirements must be presented in writing via email to the Purchasing Manager no later than the last date for questions as reflected on the cover page of this document.
 - 2) Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to the Purchasing Manager no later than three business days after results are publicly posted.
- B) Protests must include: the name and address of the protestor; appropriate identification of the solicitation; if an award has been initiated, the award document number (if available); identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims) and recommendation for further action.
- C) Upon receipt of the notice of protest, the Purchasing Manager shall cease the procurement process for the said project.
 - 1) The Purchasing Manager will rule on the protest in writing within five business days from receipt of the protest.

- 2) Appeals of the Purchasing Manager's decision must be made in writing within five business days after receipt thereof and submitted to the City Administrator for final resolution. The appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
- 3) The City Administrator's decision is final.

29. Compliance with All Laws

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

30. Prevailing Wage

Not less than the prevailing rate of wages as established by the City shall be paid by the Contractor and each subcontractor to its laborers, workers, and mechanics constructing public works under this contract as determined by the Illinois Department of Labor pursuant to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.). It shall be the responsibility of the Contractor to monitor the prevailing wage rates for any increase in rates during the contract and adjust wage rates accordingly. The current prevailing wage rates are available on the Illinois Department of Labor web site at www.state.il.us/agency/idol.

The Contractor and its subcontractors shall comply with Section 5 of the Act that requires the contractor and its subcontractors to submit to IDOL monthly certified payroll records along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor or subcontractor is aware that filing records it knows to be false are a Class B misdemeanor. Each month's certified payroll(s) must be filed with the Illinois Department of Labor.

31. Contract Alterations

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

32. Nonassignability

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

33. Notices

Any notice shall be in writing and shall be deemed sufficient when personally served or sent pre-paid first-class United States mail as follows:

To the City:	To the Contractor:
City Administrator	
United City of Yorkville	
800 Game Farm Road	
Yorkville, Illinois 60560	

34. Execution of Documents

The Bidder, in signing the Bid on the whole or 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 that 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 that 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 and the impression of the corporate seal. If the Bid is signed for a limited liability company, it should have the correct legal name and be signed by the managing member or other person with authority.
- Bids received from any listed contractor in response to an invitation for bids shall be entered on the abstract of Bids and rejected. Bids, quotations, or offers received from any listed contractor shall not be evaluated for an award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the City may, but is not required to, consider such bids, quotations, or offers.

35. Default

The City may terminate a contract by written notice of default to the Contractor if:

- fails to make delivery of the materials or perform the services within the time specified in the bid, or
- fails to make progress so as to endanger performance of the contract, or
- fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as required.

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

36. Inspection

The City shall have a right to inspect, by its authorized representative, any material, components, or workmanship as herein specified. Materials, components, or workmanship that has been rejected by the authorized representative as not in accordance with the terms of the specifications shall be replaced by the Contractor at no cost to the City.

37. Permits and Licenses

The Contractor and their subcontractor(s) shall obtain, at their own expense, all permits and licenses which may be required to complete the contract. Fees for all City permits and licenses shall be waived.

38. Change Orders

After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the bidder must be the result of an approved change order first ordered by the Director of the lead department and approved by the City Administrator and/or City Council.

39. Notification of Work

Upon receiving the notice to proceed from the City, the Contractor shall notify the City's Director of Public Works 48 hours prior to commencement of work and 24 hours prior to each inspection (if applicable) at 630.878.7102.

40. Time of Completion

The Contractor shall completely perform its bid in strict accordance with its terms and conditions within the number of consecutive calendar days after notification of award of the contract as stated in the bid.

41. Incidental Work

All work shown in the bid documents, described in the applicable specifications or in these Special Provisions and not covered by a pay item, will be considered as included in the bid.

42. Retention

Ten percent (10%) retention will be held on the project until all project items have been satisfactorily completed. Retention will be reduced to 0% once all punch list items are completed (as determined by the City).

43. Payment

Payment will be made within thirty (30) days after acceptance of the job by the City after the completion of the work as covered within the contract documents. Invoices shall be paid by the City pursuant to the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

44. Guarantees and Warranties

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the City before the final payment on the contract is issued.

45. Insurance

- (A) During the term of the Contract, the Contractor shall provide the following types of insurance is not less than the specified amounts:
 - i. Comprehensive General Liability \$1,000,000 per occurrence;
 - ii. Auto Liability Combined Single Limit Amount of \$1,000,000 on any Contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this Contract;
 - iii. Workers Compensation Statutory; Employers Liability \$1,000,000 (the policy shall include a 'waiver of subrogation');
 - iv. Umbrella Coverage \$2,000,000 (this shall apply to General Liability, Auto Liability, and Professional Liability, except if the amount for Professional Liability exceeds these combined limits, then Umbrella Coverage does not need to apply to Professional Liability); and
 - v. Professional Liability \$5,000,000.
- (B) The Contractor shall furnish to the City satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the City. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expire or changed so as to the amount of coverage only after written notification 30 days in

advance to the City. In addition, said certificates shall list the City and its officers, agents, and employees as additional insureds on all required insurance policies except the policy for professional liability.

(C) The Contractor shall require subcontractors, if any, not protected under the Contractor 's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the Contractor.

46. Indemnification

The Contractor shall indemnify, defend and save harmless the City, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of negligent act or omission or any willful misconduct of said Contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the City, its officers, agents, employees, representatives, and their assigns shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

47. Punchlist

The City will prepare punch-lists of items that require correction prior to acceptance. Under extenuating circumstances, the City may direct that certain items may be completed within 5 guaranteed working days allowed for clean-up and punch-list items. If all work is not accepted within that time, the Contractor will be subject to the Special Provision for Liquidated Damages.

48. Liquidated Damages

Time is of the essence of 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 of \$500.00, not as a penalty but as liquidated damages, for each day 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. These deductions are for the cost of delay to account for administration, engineering, inspection, supervision, and other costs and expenses 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 an extended and delayed performance by the Contractor of the work.

49. General Guarantee

Neither the final certificate of payment nor any provision in the Contractor Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The United City of Yorkville will give notice of observed defects with reasonable promptness. The Contractor shall guarantee all materials and workmanship as defined by the Performance Bond, Labor and Material Payment Bond, and Maintenance Bond requirements.

Unless otherwise amended in writing by the Director of Public Works, the date of the Start of any Guarantees, Warranties and Maintenance Bonds shall be coincident with the Date of Acceptance of the entire project.

50. Cleaning

The Contractor and subcontractors shall remove from the premises, rubbish, waste material, and accumulations, and shall keep the premises clean. The Contractor shall keep the premises clean during the project to the satisfaction of the Director of Public Works.

51. <u>Business/Resident Notification</u>

The Contractor shall not close any street or private driveway without the consent of the Director of Public Works, and the proper notification of the affected business/resident.

52. <u>Use of Fire Hydrants</u>

No fire hydrants shall be used to obtain water for non-emergency use. Contact the City's Director of Public Works at 630.878.7102 for access.

53. Waiver of Lien

Where applicable a waiver of lien and contractor's affidavit must be submitted by the Contractor, verifying that all subcontractors and material invoices have been paid prior to the City approving final payment.

54. Other Entity Use

Although this solicitation is specific to the City, Contractors have the option of allowing this offer, if awarded by the City to the Contractor, to be available to other government agencies within the Kane, Will and Kendall Counties. If the successful Contractor and the

interested entity/agency mutually agree on the Terms and Conditions, inclusive of pricing, both parties may perform business under the authority of this solicitation and contract.

It is understood that at no time will any city or municipality or other agencies be obligated for placing an order for any other city, municipality or agency; nor will any city or municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor.

CONTRACTOR CERTIFICATIONS

The undersigned Contractor;

A. Certifies that it is not barred from Bidding or contracting with the City as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting; and

B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of

the Illinois Compiled Statutes; and

C. States that is has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the City upon

request; and

- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference; and
- E. Agrees to comply with current applicable regulations of the Americans with Disabilities Act;
- F. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965); and
- G. Agrees to comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) if this project is a "public work" within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) and prohibit substance abuse while performing such work and has a substance abuse prevention program; and

H. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for

individuals only when greater than \$5,000); and

I. Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if at the time of this contract is executed or if during the term of this contract there is excessive unemployment in Illinois as defined in the Act.

ANTHONY LE CUYER	PRESIDE NT
Printed Name of Contractor	
	MARCH 31, 2020
Signature of Authorized Representative	Date

BID COST SHEET

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned Bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating (720 ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue (65 ILCS 5/11-42.2-1).

It is understood that the City reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than forty-five (45) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Bidding Company Name: LE CUYER PAINTING AND DE CORATING INC.

requiring input by the respondent have been changed or completed.

Our firm has not altered any of the written texts within this document. Only those areas

If it is the Contractor's intention to utilize a Contract, the City must be advised of the sub- fax numbers, and a contact person's name at	contractor's company name	
	YES	<u>NO</u>
Will you be utilizing a subcontractor?		X
If yes, have you included all required Information with your bid submittal?		-
OR NO BID – Keep our company on your Contractors List	Signature	
NO BID – Remove our company from Your Contractors List	Date Signature	
	Date	

BID COST SHEET CONTINUED

TOTAL COST:

ITEM NO.	ITEM DESCRIPTION	PRICING
1	Surface Preparation and Painting	\$ 41,600.00
2	Containment/Disposal	\$ 3,300.00
TOTAL	BID	\$ 44, 960.00

ANTHOWY LECUYER PRESIDENT

Printed Name of Contractor

Signature of Authorized Representative

PRESIDENT

MARCH 31, 2020

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be the reason for rejection of the bid. It is not our intention to prohibit any potential Contractor 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.

Contractor's exceptions are:

No	EXCET) TION:	5		
 =					
				0.222111	

VEHICLE/EQUIPMENT LIST

Name	Make	Model	Year Us	e
TRUCK	GMC	SIERRA DE	50 2016	HALL EQUIPMEN
ENCLOSED ITILITY TR	ALLER RC		41LER 2013	0 V =
ompresson	111-11	315	2004	SAND BLAST
BLAST POT HIGH PRESS	CLEMCO	600 i	2007	SAND BLAST
TIGH PRESS		1 4350 Psi	2016	HOT WATER CLEANING
IR HAND LE	,	GRO 9525	2015	VENTILATION
\$200			3-3	
4				
	recendentales estate			
		aconomic design of the control of th	U-110	
	11 - 12 (B. 1881) 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1			
				All and a second second second
West to				AIR

SUBCONTRACTOR LISTING

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

Subcontractor No. 1

	NoNE	USED
Business Name		
Address	192-3W - W	City, State, Zip Code
Contact Person		Telephone Number
Value of Work		Nature of Work
Subcontractor No. 2		
Business Name		
Address		City, State, Zip Code
Contact Person		Telephone Number
Value of Work		Nature of Work
Subcontractor No. 3		
Business Name		
Address		City, State, Zip Code
Contact Person		Telephone Number
Value of Work		Nature of Work

REFERENCES

Enter below current business references for whom you have performed work similar to that required by this bid.

Reference No. 1	
FOX METRO WRD Business Name	
682 STATE RTE 31 Address	Os WEGO /L. 60543 City, State, Zip Code
CHRIS MORPHEY Contact Person	630 892 4378 Telephone Number
Contact Person	
ON GOING	PAINTING AND COATNOS Nature of Work NEW AND EXISTING
Dates of Service	Nature of Work 100 00 1100 00 1100 00 1100 00 1100 00
Reference No. 2	
CITY OF PLANO WTP Business Name	-
Business Name	1
South HALE ST. PLAWO Address	16. 60545
Address	City, State, Zip Code
DARRIN BOYER	630 - 552 8007 Telephone Number
Contact Person	-
2019	PAINTING AND COATINGS Nature of Work NEW AND EXISTING
Dates of Service	Nature of Work NEW AND EXISTING
Reference No. 3	
III TO CONTRACTO	al late
WHITTAKER CONSTRUCTION Business Name	
105 E. PARK ST. EARLL	11LLE 1L. 60518
Address	City, State, Zip Code
KEUIN BOMSTAD	815 246 7119
Contact Person	Telephone Number
ON GOING	PAINTING AND COATINGS Nature of Work NEW AND EXISTING
Dates of Service	Nature of Work NEW THOU EXISTING

CONTRACT

This contract ("Contract") made and entered into this 28th day of April 2020, by and between the United City of Yorkville, Kendall County, an Illinois Municipal Corporation, hereinafter referred to as the "City" and Lecuyor PAWTWG, hereinafter referred to as the "Contractor" and its successors.

WITNESSETH:

WHEREAS, the City has heretofore solicited bids for all labor and materials necessary to complete the work specified in the Invitation to Bid the Painting Services for the Countryside Lift Station Basement;

WHEREAS, the City has found that the Contractor is the lowest responsible bidder for said work and has awarded the Contractor this contract for said work; and

WHEREAS, the entire bid packet together with all exhibits, terms, and conditions to become a part of this contract unless otherwise specified all of which are made a part hereof and herein called the "Contract Documents". The City assumes that submission of a bid means that the person submitting the bid has familiarized themselves with all conditions and intends to comply with them unless noted otherwise.

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 work in accordance with the specifications, conditions, and prices stated in the bid packet.
- 2. The City 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:
Attacts	By:	Mayor
Attest:		
		CONTRACTOR:
City Clerk	By:	Signature
Attest:		ANTHONY LE CUYER PRESIDENT Print Name and Title
Witness		





Bond No.	2433407
Dolla 140.	

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Tammy Kolschowsky

lawful 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 contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

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 West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power 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 or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Wistroner C.

Christopher C. Zwygart Secretary

State of Wisconsin County of Washington Kevin A. Steiner

Chief Executive Officer/President

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

Juli A Benedum

Senior Corporate Attorney

Notary Public, Washington Co., WI My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 1st day of April 20

Heather Dunn

Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

Signed	and	helpes	thic	1	day	of	Apri
Signed	and	sealed	unis	í	aav	OI	Aprii

, 2020

	LeCuyer Painting & Decorating, Inc.	
10:	(Contractor as Principal)	(Seal)
12012/2	1/4	
(Witness)	(Title) Anthony LeCuyer President	
	West Bend Mutual Insurance Compan	
10.011	(Surety)	(Seal)
Thur LAN	(forther	
(Witness)	(Vitle) Tammy Kolschows	ky , Attorney-lo-Fac

2

Bond Number: 2433407



Bid Bond

CONTRACTOR:

(Name, legal status and address) LeCuyer Painting & Decorating, Inc.

313 Davis St Sandwich, IL 60548-2015 OWNER:

(Name, legal status and address) United City of Yorkville 800 Game Farm Rd Yorkville, IL 60560-1133

BOND AMOUNT: \$

SURETY:

(Name, legal status and principal place of business)

West Bend Mutual Insurance Company PO Box 620976 Middleton, WI 53562

Ten Percent of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any) Painting

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.

ADDITIONS AND DELETIONS:

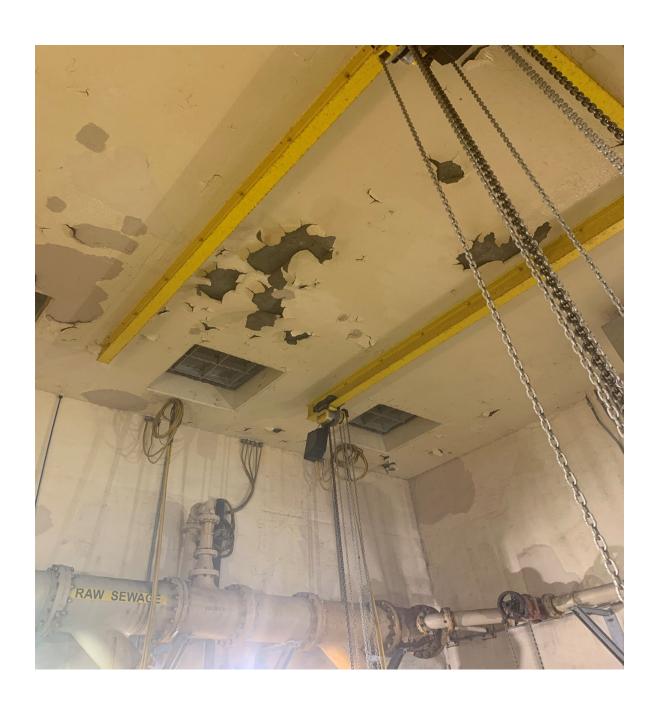
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should 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.

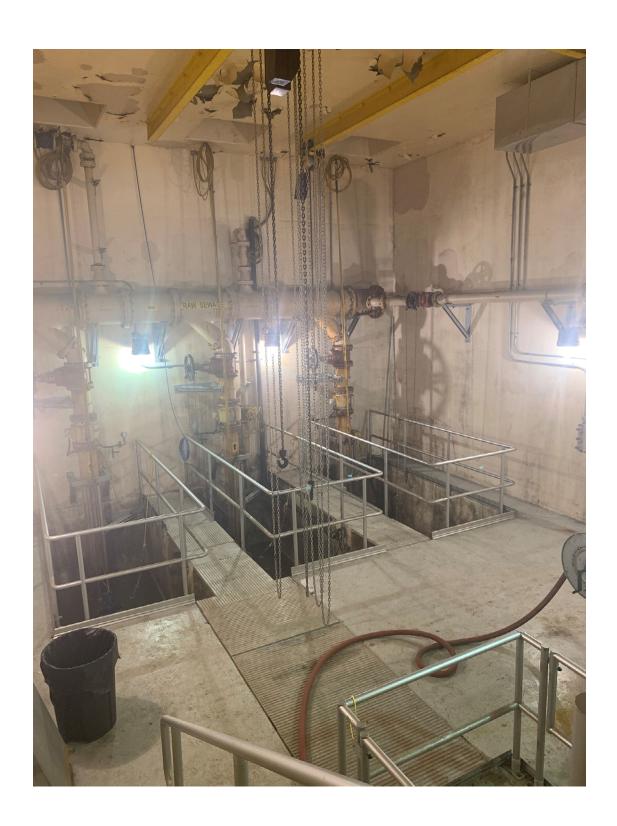
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

United City of Yorkville - Bid Tab Painting Services for the Countryside Lift Station Basement Bid Opening - Wednesday, April 1, 2020 at 9:00 a.m. Yorkville City Hall - 800 Game Farm Road			er Painting and corating, Inc.	
Required	attachments:			
Signed Bio	Sheet		Yes	
	tractor Certifications		Yes	
		Yes		
Equipment List			Yes	
Subcontra	cting List	Yes		
Reference	es	Yes		
Signed Co	ntract		Yes	
Bid Bond	(10%)		Yes	
Item No.	Item Description		Amount	
1	Surface Preparation and Painting	\$	41,600.00	
2	Containment/Disposal	\$	3,300.00	
TOTAL PR	OJECT AMOUNT	\$	44,900.00	









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

Agenda Item Number
Consent Agenda #4
Tracking Number
CC 2020-26

Agenda Item Summary Memo

Public Works Parks and Recreation

Title: Raintree Subdiv	rision Lighting Project Mar	erials Purchase Contract Award
Meeting and Date:	City Council – April 28, 20	20
Synopsis: See Attache	ed Memo	_
Council Action Previo	ously Taken:	
Date of Action: N/A	Action Take	en:
Item Number:		
Type of Vote Require	d: Majority	
Council Action Reque	ested: Approval	
Submitted by:	Eric Dhuse	Public Works
	Name	Department
	Agenda Ite	em Notes:



Memorandum

To: Public Works Committee

From: Eric Dhuse, Director of Public Works

Carri Parker, Purchasing Manager

CC: Bart Olson, Administrator

Date: April 8, 2020

Subject: Raintree Subdivision Lighting Project Materials Purchase

Contract Award

Summary

Discussion of the bid results from the Raintree Subdivision Lighting Project Materials Purchase Invitation to Bid.

Background

When the City called the bond for units 4,5, and 6 in Raintree Village a few years ago, one of the remaining items that needed to be completed was the installation of the streetlights. At that time, there was no pending development, so we decided not to complete this item. Fast forward to 2019, the city entered into a development agreement with Lennar to jump-start housing in this area. We have already paved the streets, completed curb work, and closed off large areas of the subdivision, but still need to install the streetlights and street signs.

On March 12, 2020, staff released an Invitation to Bid for the supplies purchase for the PW department to install 27 streetlights in neighborhoods 4,5, and 6 of Raintree Village. The bids were opened on April 1, 2020 with one bid was received from Amperage Electrical Supply, Inc., located in Roselle, Illinois in the amount of \$80,964.50. The budgeted amount in FY2020 is \$150,000.

The main reasons for the difference in bid amount from the budget amount are the purchasing quantity, and shipping. My estimate was based off experience which is mainly ordering in quantities of 1-5 at a time where we are charged shipping on each piece. With this bid, we are not paying shipping and we ordered a very large quantity of light poles which drove the per pole price down. With the price coming in where it did, I would ask that I be allowed to work with the vendor to see if they are willing to supply us an additional 6 streetlights at this price. This would increase the bid by \$16,881 to a total of \$97,845.50. These lights would be used for any replacements of streetlights throughout town for the upcoming year. This is the quantity that we had to replace this year, at a significantly higher cost. If we buy the complete units now, it would save over \$2200 per unit from what we normally pay when we order one at a time.

If approved, the material would be ordered as soon as possible. The lead time on light poles is at 8-12 weeks currently, and we would like to get these installed as a fall project for our PW crew. We anticipate that this project will take a full crew of 4-5 employees 3 weeks to complete.

During this time, we will also have to rent a trencher or knife to bury the wires from the pole to the Com Ed electric supply.

Recommendation

Staff recommends authorizing the contract for the materials purchase for the Raintree Subdivision Lighting Project with Amperage Electric, Inc. of Roselle, Illinois in an amount not to exceed \$98,000.00.

Attachments

- Resolution
- Exhibit A Amperage Electrical Contract
- Exhibit B Bid Tab

Resolution No. 2020-

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE MATERIALS PURCHASE FOR THE RAINTREE SUBDIVISION LIGHTING PROJECT WITH AMPERAGE ELECTRICAL SUPPLY, INC. IN THE AMOUNT NOT TO EXCEED \$80,964.50.

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the "City") is a duly organized and validly existing municipality of the State of Illinois pursuant to the 1970 Illinois Constitution and the Illinois Municipal Code, as from time to time amended (the "Municipal Code") (65 ILCS 5/65-1-1-2, et seq.); and,

WHEREAS, it is in the best interest of the City to enter into a contract with Amperage Electrical Supply, Inc., Roselle, Illinois, for the materials purchase for the Raintree Subdivision Lighting Project substantially in the form attached hereto marked aa "Exhibit A".

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 City is hereby committed to meet all of the requirements as set forth in "Exhibit A".

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute the contract, Resolution of Authorization and to undertake any and all actions as may be required to implement the terms of the contract.

and approval as provided by la	.W.	
Passed by the City Cou	uncil of the United City of Yorkv	ville, Kendall County, Illinois this
day of	, A.D. 2020.	
	_	
	CIT	TY CLERK
KEN KOCH	DAN TRANSIER	
JACKIE MILSCHEWSKI	ARDEN JOE PLO	OCHER
CHRIS FUNKHOUSER	JOEL FRIEDERS	
SEAVER TARULIS	JASON PETERSO	ON
APPROVED by me, a	s Mayor of the United City of Yo	orkville, Kendall County, Illinois
this day of	, A.D. 2020.	
	MA	AYOR

Section 3. That this Resolution shall be in full force and effect from and after its passage



INVITATION TO BID

Requesting: Bid(s) for the Materials Purchase for the Raintree

Subdivision Lighting Project

Issue Date: Thursday, March 12, 2020

Pre-Bid Meeting: N/A

Pre-Bid Meeting Location: N/A

Last Date for Questions: Friday, March 20, 2020, by 3:00 p.m.

Addendum Posted: Wednesday, March 25, 2020, by 5:00 p.m.

Proposals Due: Wednesday, April 1, 2020, at 9:00 a.m.

Location: United City of Yorkville

800 Game Farm Road Yorkville, Illinois 60560

Note: Illinois Prevailing Wage Act(820 ILCS 130/1-12)

does not apply

All questions concerning this solicitation shall be submitted via e-mail to Purchasing Manager before the date stated above. A written response in the form of a public addendum will be published on the City's website by the said date above.

Contact with anyone other than the Purchasing Manager for matters relative to this solicitation during the solicitation process is prohibited.

Contact for this proposal:

Carri Parker, Purchasing Manager in writing at cparker@yorkville.il.us

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III. Pole	∠
IV. Arm	
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CONTRACT	

LEGAL NOTICE

The United City of Yorkville, Illinois will accept sealed bids for Materials Purchase for the Raintree Subdivision Lighting Project.

Sealed bids will be received at the address listed below until <u>Wednesday</u>, <u>April 1</u>, <u>2020</u>, <u>at 9:00</u> <u>a.m.</u> Bids will be publicly opened and read aloud at the date and time stated above. Proposals not physically received by the date and time listed above will be returned, unopened to the firm. Emailed or faxed bids will not be accepted. All bids should be addressed to:

United City of Yorkville
Re: (vendor name)
Invitation to Bid – Raintree Subdivision Lighting Project
Attention: Carri Parker, Purchasing Manager
800 Game Farm Road
Yorkville, IL 60560

Bid packets are available online at http://www.yorkville.il.us. The link can be found under the Business Tab-Bids & RFPs. Additional packets may be picked up at the United City of Yorkville City Hall, 800 Game Farm Road, Yorkville, IL 60560. Please contact the Purchasing Manager to schedule a time to pick up the packet.

Any questions regarding this Legal Notice or actual bid specifications shall be directed to Carri Parker, Purchasing Manager in writing at cparker@yorkville.il.

The bidder 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 preparation of bids or the performance of the contract.

Carri Parker Purchasing Manager

SPECIFICATIONS

1. GENERAL OBJECTIVE:

The object of these specifications is to provide the materials necessary to produce a quality lighting system.

I. Head

- Autobahn Series ATBO Roadway Lighting
- Performance Package: 20B Chips, 1050mA Driver
- Voltage: Multi-volt, 120-277V
- Optics: Roadway Type II
- Color Temperature: 3000K CCT, 70 CRI Min.
- Paint:
- Surge Protection: Standard 10kV/5kA SPD
- Terminal Block: Standard
- Misc.: Nema Label
- Controls: 7 Pin Photocontrol Receptacle and Solid-State Long Life Photocontrol

II. Wire

- 6-Black-STR-XLP/USE-Copper Cut 2 x 2,500
- 6-White-STR-XLP/USE-Copper Cut 2 x 2,500

III. Pole

• Stress Crete E250-BPO-G-S40

IV. Arm

• Stress Crete KA186-A-TO-1-4'

GENERAL CONDITIONS

These General Conditions apply to all bids requested and accepted by the City and become a part of the contract unless otherwise specified hereinafter referred to as the "Contract Documents". Bidders 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 Bidder has familiarized himself with all conditions and intends to comply with them unless noted otherwise. The scope for this contract shall be to furnish all materials for the Raintree Subdivision Lighting Project.

1. Forms

All bids must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces and submitted in a sealed envelope. All bid forms may be obtained from the United City of Yorkville City Hall, 800 Game Farm Road, Yorkville, IL 60560. Please contact the Purchasing Manager to schedule a time to pick up the packet.

2. Submittal of Bid

Bids arriving after the specified time will not be accepted. Mailed bids that are delivered after the specified hour will not be accepted regardless of the postmarked time on the envelope. Bidders should carefully consider all bid delivery options and select a method that will successfully deliver their bid by the required time and date.

All bids must include the following documents:

- A) Submit all of the below in one sealed envelope identified with the enclosed label:
 - 1) 1 original of the entire packet for Procurement
 - 2) Contractor Certifications (reference page 10)
 - 3) Bid Cost Sheet (reference page 11)
 - 4) Signed Contract (reference page 12)

3. Interpretation of Bid Documents

The bidder shall carefully examine the bid forms which may include the invitation to bid, instruction to bidders, general conditions, special conditions, specifications, bid form, contract, and any addenda before submitting the bid.

The submission of the bid shall be considered conclusive evidence that the bidder has investigated and is satisfied as to all conditions and is fully informed as to character, quality, quantities, and costs materials to be furnished, and as to the requirements of the bid forms. If the bid is accepted, the bidder will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions, and the City shall not be responsible for any charge for extra charges resulting from such failure or neglect.

Questions regarding bid documents, discrepancies, omissions, or intent of the specifications shall be submitted in writing to the Purchasing Manager at cparker@yorkville.il.us prior to the opening of bids to provide time for issuing and forwarding an addendum. Any interpretations of the Contract Documents will be made only by addendum issued by the City through its website. The City will not be responsible for any other explanations for interpretations of the Contract Documents.

4. Receiving Bids

Bids received prior to the time of opening will be securely kept, unopened. The Purchasing Manager, whose duty it is to open them will decide when the specified time has arrived, and no-bid received thereafter will be considered. No responsibility will be attached to the Purchasing Manager or the City for the premature or non-opening of a bid not properly addressed and identified, except as otherwise provided by law.

5. Late and Fax Bids

Bids arriving after the specified time, whether sent by mail, courier, or in person, will not be accepted and will be refused and returned unopened. It is the bidder's responsibility for timely delivery regardless of the methods used. Mailed bids that are delivered after the specified hour will not be accepted regardless of the postmarked time on the envelope. Facsimile machine transmitted bids will not be accepted, nor will the City transmit bid documents to prospective bidders by way of a facsimile machine.

6. Error in Bids

When an error is made in extending total prices, the unit bid price and/or written words shall govern. Otherwise, the bidder is not relieved from errors in bid preparation. Erasures in bids must be explained over the signature of the bidder.

7. Withdrawal of Bids

A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the Purchasing Manager prior to the specified time of opening. After the opening, the bidder cannot withdraw or cancel his bid for a period of forty-five (45) calendar days, or such longer time as stated in the bid documents.

8. **Delivery**

Where applicable all materials shipped to the City must be shipped F.O.B. delivered, designated location, Yorkville, Illinois. If delivery is made by truck, arrangements must be made in advance by the bidder, with concurrence by the City, for receipt of the materials. The materials must be delivered where directed. Truck deliveries will be accepted at the Public Works Facility between 7:00 AM and 3:30 PM and at all other City locations 8:00 AM and 4:00 PM, weekdays only.

If delivery of any materials needs to be made that are caustic, corrosive, flammable or dangerous to handle, the Contractor shall provide written directions to the City as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid (Material Safety Data Sheet).

9. Estimated Bid Quantities

On "Estimated Quantities", the City may purchase more or less than the estimates. The Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item unless otherwise agreed upon.

10. <u>Trade Names – Alternative Bid</u>

When an item is identified in the specifications by a manufacturer's or trade name or catalog number, the bidder shall bid upon the item so identified.

If the specifications state "or equal" bids on other items will be considered, provided the bidder clearly identifies in his bid the item to be furnished, together with any descriptive matter which will indicate the character of the item.

Bidders desiring to bid on items that deviate from these specifications, but which they believe are equivalent, are requested to submit alternate bids. However, ALTERNATE BIDS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The bid must be accompanied by complete specifications for the items offered. Bidders wishing to submit a secondary bid must submit it as an alternate bid.

The City shall be the sole and final judge unequivocally as to whether any substitute from the specifications is of equivalent or better quality.

11. Price

Unit prices shall be shown for each unit on which there is a bid as well as the aggregate price and shall include all packing, crating freight and shipping charges stated in the bid.

Unit prices shall not include any local, state, or federal taxes. The City is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation and Use Tax and Federal Excise Tax. The City will supply the Contractor with its tax exemption number.

12. Consideration of Bid

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

13. Award or Rejection

The City reserves the right to reject and/or award any and all bids or parts thereof and to waive formalities and technicalities according to the best interests of the City. Any bid submitted will be binding for forty-five (45) days subsequent to the date of the bid opening. A contract will be awarded to the lowest responsible and responsive bidder complying with the conditions of the contract documents only when it is in the best interest of the City to accept the bid. The City shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all bids or parts thereof.

14. Execution of Contract

The Contractor shall, within fourteen (14) days after notification of the award: (a) enter into a contract in writing with the City covering all matters and things as are set forth in the specifications and his bid and (b) carry insurance acceptable to the City, covering public liability, property damage, and workmen's compensation.

15. Termination of Contract

The United City of Yorkville reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event that sufficient funds to complete the Contract are not appropriated by the City Council.

16. Protests

- A) Any Contractor who claims to be aggrieved in connection with a solicitation, the selection process, a pending award, or other reasonable issues may initiate a protest.
 - 1) Protests involving the solicitation process or stated requirements must be presented in writing via email to the Purchasing Manager no later than the last date for questions as reflected on the cover page of this document.
 - 2) Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to the Purchasing Manager no later than three business days after results are publicly posted.
- B) Protests must include: the name and address of the protestor; appropriate identification of the solicitation; if an award has been initiated, the award document number (if available); identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims) and recommendation for further action.
- C) Upon receipt of the notice of protest, the Purchasing Manager shall cease the procurement process for the said purchase.
 - 1) The Purchasing Manager will rule on the protest in writing within five business days from receipt of the protest.

- 2) Appeals of the Purchasing Manager's decision must be made in writing within five business days after receipt thereof and submitted to the City Administrator for final resolution. The appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
- 3) The City Administrator's decision is final.

17. Compliance with All Laws

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

18. Contract Alterations

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

19. Nonassignability

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

20. Inspection

The City shall have a right to inspect any material as herein specified. Materials that have been rejected by the authorized representative as not in accordance with the terms of the specifications shall be replaced by the Contractor at no cost to the City.

21. Payment

Payment will be made within thirty (30) days after materials have been delivered and inspected by the Village. Invoices shall be paid by the City pursuant to the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

CONTRACTOR CERTIFICATIONS

The undersigned Contractor:

- A. Certifies that it is not barred from Bidding or contracting with the City as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting; and
- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes; and
- C. States that is has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the City upon request; and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference; and
- E. Agrees to comply with current applicable regulations of the Americans with Disabilities Act; and
- F. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965); and
- G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000).

Printed Name of Contractor	33 (10-2)
Jim Bloch	4/1/2920
Synature of Authorized Representative	Date

BID COST SHEET

Bidding Company Name:	Amperage Electrical Supply, Inc	

The undersigned, having examined the specifications, and all conditions affecting the specified purchase, offer to furnish all materials specified for the price below.

I (We) propose to complete the following purchase as more fully described in the specifications for the following:

ITEM NO.	ITEM DESCRIPTION	QUANTITY	ITEM COST	TOTAL COST
1	HEAD – American ATBO 20BLEDE10 MVOLT R2 3K NL P7 PCLL	27	\$330.21	\$8,915.63
2	WIRE - 6-Black-STR-XLP/USE-Copper	5,000	.50/ft	\$2,500.00
3	WIRE - 6-White-STR-XLP/USE-Copper	5,000	.50/ft	\$2,500.00
4	POLE – STRESSCRETE E250-BPO-G-S40	27	\$2,026.88	\$54,725.63
5	ARM – STRESSCRETE KA186-A-TO-1-4'	27	\$456.41	\$12,322.97
TOTAL BID				\$ 80,964.23

Printed Name of Contractor

Signature of Authorized Representative

4/1/2020 Date

CONTRACT

This contract ("Contract") made and entered into this 28th day of April 2020, by and between the United City of Yorkville, Kendall County, an Illinois Municipal Corporation, hereinafter referred to as the "City" and and Electric, hereinafter referred to as the "Contractor" and its successors.

WITNESSETH:

WHEREAS, the City has heretofore solicited bids necessary to complete the purchase specified in the Invitation to Bid the Materials Purchase for the Raintree Lighting Project;

WHEREAS, the City has found that the Contractor is the lowest responsible bidder for said purchase and has awarded the Contractor this contract for said purchase; and

WHEREAS, all Invitation to Bid documents become a part of this contract which are made a part hereof and herein called the "Contract Documents".

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 in accordance with the specifications, conditions, and prices stated in the Contract Documents.
- 2. The City 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:

Attest: By: Contractor: City Clerk By: Signature Attest: Witness

EXHIBIT B

United City of Yorkville - Bid Tab Materials Purchase for the Raintree Subdivision Lighting Project Bid Opening - Wednesday, April 1, 2020 at 9:00 a.m. Yorkville City Hall - 800 Game Farm Road		Amperage Electrical Supply, Inc.				
Require	d attachments:					
Signed F	Bid Sheet			Ye	۰ς	
Signed Bid Sheet with Certifications		Yes				
_	Signed Contract		Yes			
Ĭ						
No.	Item Description	Quantity	ι	Jnit Price		Amount
1	HEAD – American ATBO 20BLEDE10 MVOLT R2 3K NL P7 PCLL	27	\$	330.21	\$	8,915.67
2	WIRE - 6-Black-STR-XLP/USE-Copper	5,000	\$	0.50	\$	2,500.00
3	WIRE - 6-White-STR-XLP/USE-Copper	5,000	\$	0.50	\$	2,500.00
4	POLE – STRESSCRETE E250-BPO-G-S40	27	\$	2,026.88	\$	54,725.76
5	ARM – STRESSCRETE KA186-A-TO-1-4'	27	\$	456.41	\$	12,323.07
TOTAL F	PROJECT AMOUNT		\$			80,964.50



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City Administrator	
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Public Works	
Parks and Recreation	

Agenda	Item	Num	ber

Minutes #1

Tracking Number

Agenda Item Summary Memo

	0	·
Title: Minutes of the	ne Regular City Council – April 1	4, 2020
Meeting and Date:	City Council – April 28, 2020	
Synopsis: Approva	al of Minutes	
Council Action Pre	eviously Taken:	
Date of Action:	Action Taken:	
Item Number:		
Type of Vote Requ	ired: Majority	
Council Action Rec	quested: Approval	
Submitted by:	Lisa Pickering Name	Administration Department
	Agenda Item N	•

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, APRIL 14, 2020

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

ROLL CALL

City Clerk Pickering called the roll.

Ward I Koch Present (electronic attendance)

Transier Present

Ward II Milschewski Present (electronic attendance)

Plocher Present

Ward III Funkhouser Present

Frieders Present (electronic attendance)

Ward IV Tarulis Absent

Peterson Present (electronic attendance)

Staff in attendance at city hall: City Administrator Olson, Chief of Police Jensen, and Attorney Orr.

Staff in attendance electronically: City Clerk Pickering, Public Works Director Dhuse, Community Development Director Barksdale-Noble, Finance Director Fredrickson, Parks and Recreation Director Evans, Assistant City Administrator Willrett, Purchasing Manager Parker, and EEI Engineer Sanderson.

Clerk's Note: Due to COVID-19, requirements of the Open Meetings Act have been temporarily suspended by Governor Pritzker via Executive Order 2020-07, which suspends the provisions of the Open Meetings Act, 5 ILCS 120, "Specifically, (1) the requirement in 5 ILCS 120/2.01 that "members of a public body must be physically present" is suspended; and (2) the condition in 5 ILCS 120/7 limiting when remote participation is permitted are suspended".

Members of the public were able to attend this meeting in person while practicing social distancing as well as being able to access the meeting remotely via Zoom which allowed for video, audio and telephonic participation.

A meeting notice was posted on the city's website on the agenda, minutes and packets webpage with instructions regarding remote meeting access and a link was included for the public to participate in the meeting remotely: https://us04web.zoom.us/j/499433873?pwd=S0FNeWp2ZkVkVUdhZ1dtK3Z5TE9sUT09. The Zoom meeting ID was 499 433 873.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

None.

PUBLIC HEARINGS

Gas N Wash – Proposed Special Service Area 2020-1

Mayor Purcell opened the public hearing for the Gas N Wash Proposed Special Service Area 2020-1. He asked if anyone from the public wished to comment on the proposed backup SSA. No comments were received from the public. Mayor Purcell asked if any of the council members wished to comment. Alderman Funkhouser commented that this SSA is a backup SSA only. Upon hearing no further comments, Mayor Purcell then closed the public hearing.

CITIZEN COMMENTS ON AGENDA ITEMS

None.

CONSENT AGENDA

None.

The Minutes of the Regular Meeting of the City Council – April 14, 2020 – Page 2 of 5

MINUTES FOR APPROVAL

Mayor Purcell entertained a motion to approve the minutes of the regular City Council meetings of March 10, 2020 and March 24, 2020 as presented. So moved by Alderman Peterson; seconded by Alderman Funkhouser.

Motion unanimously approved by a viva voce vote.

BILLS FOR PAYMENT

Mayor Purcell entertained a motion to approve the bill list in the amount of \$519,061.26 (vendors); \$604,544.08 (payroll period ending 3/20/20 and 4/3/20); for a total of \$1,123,605.34. So moved by Alderman Milschewski; seconded by Alderman Koch.

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

REPORTS

MAYOR'S REPORT

Vehicle Parades During COVID-19

Mayor Purcell mentioned that the police department has started participating in vehicle parades to help celebrate the birthdays of children who are at home during COVID-19.

Road to Better Roads Program Update

Mayor Purcell reported that at the last City Council meeting, the council approved the Road to Better Roads main contract as well as a contract for additional street work on Greenbriar Road subject to the Mayor's review and approval. In light of the current COVID-19 crisis, Mayor Purcell said that he has reviewed both contracts and has authorized the main Road to Better Roads contract which is funded from MFT funds. He said that he did not authorize the additional work contract for Greenbriar Road at this time because a portion of the funding for this project would come from the city-wide capital fund and he wants to make sure that funds would be available prior to moving forward with the additional work.

2019 Year End Report

(CC 2020-16)

Mayor Purcell said that a copy of the 2019 Year End Report can be found in the meeting packet.

Ordinance 2020-25

Granting Emergency Powers to the Mayor of the United City of Yorkville

(CC 2020-17)

Mayor Purcell entertained a motion to approve an Ordinance Granting Emergency Powers to the Mayor of the United City of Yorkville. So moved by Alderman Plocher; seconded by Alderman Frieders.

Mayor Purcell commented that this is the same ordinance that was approved at the last City Council meeting. This ordinance extends the emergency powers granted to the Mayor until the next meeting of the City Council. It was asked if the Mayor had utilized any of the authority granted in the previous ordinance in the past few weeks. Mayor Purcell responded that he had not enacted any of the emergency powers and that he did not plan to enact any unless it becomes necessary.

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

Resolution 2020-14

Authorizing the Disposal of Personal Property Owned by the City (City Owned Police Vehicles)

(CC 2020-18)

Mayor Purcell entertained a motion to approve a Resolution Authorizing the Disposal of Personal Property Owned by the City (City Owned Police Vehicles). So moved by Alderman Frieders; seconded by Alderman Koch.

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

PUBLIC WORKS COMMITTEE REPORT

Public Works Facility

(PW 2020-19)

Administrator Olson updated the City Council on the status of the request for qualifications for a space needs analysis for the Public Works and Parks maintenance facilities. At the March 10th meeting, the council had authorized staff to issue the RFQ. Prior to the RFQ being issued, the COVID-19 pandemic started which resulted in staff putting the RFQ issuance on hold until the city has more information on how the pandemic will be affecting the city's finances. The plan is to hold the RFQ and not to issue it until further notice.

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

Budget Reports for February and March 2020

(CC 2020-19)

Alderman Funkhouser said that the budget reports for February and March 2020 are informational and can be found in the meeting packet. Administrator Olson commented that the department wide expenditures are generally where staff would expect them to be at this time of the year. Sales tax figures prior to the pandemic exceeded expectations. With the ongoing pandemic staff is monitoring sales tax revenues along with other revenue streams.

Treasurer's Report for March 2020

(CC 2020-20)

Alderman Funkhouser made a motion to approve the Treasurer's Report for March 2020; seconded by Alderman Milschewski.

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

Cash Statements for January and February 2020

(CC 2020-21)

Alderman Funkhouser said that the cash statements for January and February 2020 are informational and can be found in the meeting packet.

PARK BOARD

Stronger Together - #UnitedYorkville Campaign

Parks and Recreation Director Evans encouraged the City Council and Yorkville residents to participate in the Stronger Together #UnitedYorkville campaign. The purpose of the campaign is to bring the community together and it is hoped that everyone will participate and share positive comments and photos along with the UnitedYorkville hashtag.

Virtual Classes

Director Evans reported that due to the pandemic, staff has been holding virtual classes on the Parks and Recreation Facebook page as well as virtual classes for the preschool program.

PLANNING AND ZONING COMMISSION

Kendall Marketplace Residential - Townhomes

Mayor Purcell said that he has received various comments about the townhome development that is proposed for the property located behind the Home Depot at Kendall Marketplace. He is hoping to have the discussion at the May 12th council meeting as he would prefer for the discussion to take place in person and not as an electronic attendance meeting if at all possible.

CITY COUNCIL REPORT

National Suicide Prevention + Action Month Proclamation Project

Alderman Frieders reported that he is continuing his outreach and education through Hope For The Day. He has been conducting online meetings to continue his outreach during the pandemic.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

Aurora Area Convention & Visitors Bureau (AACVB)

Alderman Funkhouser reported that the AACVB has been doing well with their outreach during the pandemic. AACVB Executive Director Carlson recently did an online interview and highlighted some of the area parks including their importance to the region. Alderman Funkhouser noted that the tourism grant that is part of the organization's funding has been indefinitely suspended.

STAFF REPORT

No report.

MAYOR'S REPORT (CONT'D)

Ordinance 2020-26

Approving the 2020-2021 Fiscal Budget

(CC 2020-22)

Mayor Purcell said that if the City Council agrees, he would like the budget to be approved tonight as proposed with the realization that city revenues are going to take a substantial hit. He doesn't think that there will be enough additional information in two weeks to make a good estimation of the amount of budget cuts that will need to be made. The reality is that it will be a few months before the city sees the actual financial impact to city revenues as a result of the stay at home order. He said there are projects that will need to be put on hold either temporarily or maybe even indefinitely. His goal is to move forward so that the city has a budget in place prior to May 1st.

Mayor Purcell entertained a motion to approve an Ordinance Approving the 2020-2021 Fiscal Budget, incorporating budget adjustments #1 through #8. So moved by Alderman Funkhouser; seconded by Alderman Frieders.

Discussion took place as to what timeline the city could expect in terms of receiving our revenue disbursements from the state. Administrator Olson said that currently the state is communicating that it is business as usual for municipal revenues. Hospital and Medicaid payments will most likely be the priority for the state to pay first. Some of the fear that municipalities have expressed is that dedicated municipal revenue streams may be put in a different queue than normal. For now, staff is expecting to receive our municipal revenues as they normally come in. Revenue streams can be one, two, or three months in arrears from the time the revenue occurs and when the revenue is disbursed to the city. For instance, sales tax is the city's largest revenue stream as well as being the most volatile with bars and restaurants closing. The city will not know the impact on sales tax revenue until June, which is when the March revenues will be disbursed. Motor fuel taxes are two months in arrears which means the city will receive the March revenues in May.

It was asked if the state income tax referendum was still going to be on the November ballot. Administrator Olson said that it was his understanding that yes, the income tax referendum would still be on the ballot.

Discussion also took place on the city's current fund balance. Administrator Olson clarified that staff expected to have a 40% fund balance at the end of fiscal year 2020. During fiscal year 2020, the city will experience a month and a half of impacted revenues due to the pandemic, but those revenues will not be received until fiscal year 2021. It was also asked what the city's most direct source of income is. Administrator Olson explained that the city's largest direct revenue stream comes from the city's utility bills. These utility payments help the city's enterprise funds as well as the city's cash flow.

Mayor Purcell said that staff is in the process of determining items that the city can hold off on or cut back. He said for instance the Public Works and Parks departments will not be hiring part-time seasonal help this year. Between the two departments, this could save \$100,000. Additionally, the Community Development department is now outsourcing as few inspections as possible.

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

ADDITIONAL BUSINESS

None.

CITIZEN COMMENTS

None

EXECUTIVE SESSION

None.

<u>The Minutes of the Regular Meeting of the City Council – April 14, 2020 – Page 5 of 5</u>

ADJOURNMENT

Mayor Purcell entertained a motion to adjourn the City Council meeting. So moved by Alderman Frieders; seconded by Alderman Plocher.

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 7:41 p.m.

Minutes submitted by:

Lisa Pickering, City Clerk, City of Yorkville, Illinois



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Community Development	
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Public Works	
Parks and Recreation	

Agenda Item Nu	mh	21

Bills for Payment

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payr	nent	
Meeting and Date:	City Council – April 28, 2	020
Synopsis:		
Council Action Prev	viously Taken:	
Date of Action:	Action Tak	een:
Item Number:		
Type of Vote Requi	red: Majority	
Council Action Req	uested: Approval	
Submitted by:	Amy Simmons	Finance
	Name	Department
	Agenda It	em Notes:

DATE: 04/08/20

TIME: 16:16:47

UNITED CITY OF YORKVILLE
CHECK REGISTER

PRG ID: AP215000.WOW

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
530139	JOJOCON	JOJO COUT	RE LLC					
	2886		04/04/20	01 02	KN95 MASKS, DISPOSABLE MASKS, ISO GOWNS	01-210-56-00-5620 ** COMMENT **	3,550.00	
						INVOICE TOTAL: CHECK TOTAL:	3,550.00 *	3,550.00
						TOTAL AMOUNT PAID:		3,550.00

CHECK DATE: 04/08/20

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	INVOICE #		ITEM # 		ECK TE 	ACCOUNT #	ITEM AMT
900086	FNBO FIRST NA	rional bank	OMAHA	04/	25/20		
	042520-A.SIMMONS	03/31/20	01	AMAZON-DISH SOAP		01-110-56-00-5610	81.99
			02	AMAZON-PAPER TOWEL		01-110-56-00-5610	524.85
			03	AMAZON-CPR RESCUE MASKS		01-210-56-00-5620	39.95
			0 4	NAPA#249074-CAPS, WASH		01-410-56-00-5628	15.67
			05	COMCAST-MAR 2020 VOICE &		82-820-54-00-5440	305.32
			06	INTERNET		** COMMENT **	
				NAPA#249108-FILTERS		01-410-56-00-5628	
				WAREHOUSE#4607340-0-TAB		01-120-56-00-5610	138.84
			09	DIVIDERS, BINDERS		** COMMENT **	
				RED WING-WORK BOOTS-CONAR			
				AMAZON-BLOODBORNE PATHOGE	h 10		573.30
				ALARM DET-MAR-FEB 2020 AL		82-820-54-00-5462	314.28
			MONITORING	0	** COMMENT **		
		14	VERIZON-FEB 2020 IN CAR U	NITS	01-210-54-00-5440	756.21	
			VERIZON-FEB 2020 MOBILE F				
				VERIZON-FEB 2020 MOBILE F	30 01 1	01-210-54-00-5440	
				VERIZON-FEB 2020 MOBILE F	CASE III	79-795-54-00-5440	
				VERIZON-FEB 2020 MOBILE F	11/0.00		
				VERIZON-FEB 2020 MOBILE F		52-520-54-00-5440	
			20	WAREHOUSE-PAPER TOWEL, TI	SSUE	01-110-56-00-5610 INVOICE TOTAL:	45.48 4,699.86 *
				1415	100	INVOICE TOTAL.	4,099.00
	042520-B.OLSEM	03/31/20	0.1	AMAZON-2 METAL TOILET PAR	ER	01-110-56-00-5610	32.06
	012320 D.OHOHH	03/31/20		ORGANIZERS FOR PULIC BATH	1 100 1	** COMMENT **	32.00
				WAREHOUSE#4593505-0-PAGE	/ _ /	01-110-56-00-5610	15.74
				MARKERS		** COMMENT **	10.71
			0.1	\\\\\ \Z\\ E \\\\\	\'/	INVOICE TOTAL:	47.80 *
	042520-B.PFIZENMAIE	03/31/20	0.1	AMERICAN TIRE#3051-OIL CH	ANGE	01-210-54-00-5495	48.15
042320-B.FFIZENMAIER	(03/31/20		AMERICAN TIRE#3031 OIL CH		01-210-54-00-5495		
				AMERICAN TIRE#3002-OIL CH		01-210-54-00-5495	
				AMERICAN TIRE#2945-INSTAL		01-210-54-00-5495	128.13
				WIRING HARNESS		** COMMENT **	
				AMERICAN		01-210-54-00-5495	289.03
			07	TIRE#3028-INSTALL BATTERY	KILL	** COMMENT **	
				SWITCH. OIL CHANGE		** COMMENT **	
			09	AMERICAN TIRE#2973-REPLAC	E	01-210-54-00-5495	591.70
			10	ENGINE MOUNTS		** COMMENT **	
			11	AMAZON-TRAFFIC WAND FLASH	LIGHT	25-205-60-00-6070	10.15
			12	AMAZON-AUTISM AWARENESS F	INS	01-210-56-00-5620	124.99
			13	AMAZON-LONG REACH TOOL		25-205-60-00-6070	34.99
				ACE-CLOROX, LYSOL		01-210-56-00-5620	17.96
				AMAZON-SUIC=IDE PREVENTIC			
				AMERICAN TIRE#2978-TIRE R			
			17	NAPA#249971-WIPER BLADES		01-210-54-00-5495	48.04

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CHECK #	VENDOR # INVOICE #	INVOICE DATE		CHECK DESCRIPTION DATE	ACCOUNT #	ITEM AMT	
900086	FNBO FIRST N.	ATIONAL BANK O	MAHA	04/25/20			
	042520-E.DHUSE	03/31/20	17	NAPA#249563-THREADLOCKERS	01-410-56-00-5628 INVOICE TOTAL:	34.47 468.20 *	
	042520-E.TOPPER	03/31/20		PLA CONFERENCE MEALS AND TRANSPORT-TOPPER	82-820-54-00-5415 ** COMMENT **	101.74	
			0 4	AMAZON-INK CARTRIDGES, PAPER, AMAZON-CLEANING WIPES	82-820-56-00-5621	148.72 93.97	
			06	AMAZON-ENVELOPES AMAZON-DISINFECTING WIPES AMAZON-TAPE, RULERS	82-820-56-00-5610 82-820-56-00-5621 82-820-56-00-5610	36.28 144.45 28.27	
			08	AMAZON-BARCODE SCANNER LASER DELL-MEMORY UPGRADES		354.80 1,992.95	
			11	BREAKOUT-EDU KIT AMAZON PRIME MONTHLY FEE AMAZON-LEARNING AIDS	82-000-24-00-2480 82-820-54-00-5460 82-820-56-00-5671	310.88 12.99 118.59	
			13	AMAZON-LEARNING AIDS AMAZON-CLOROX WIPES AMAZON-PINE SOL	82-820-56-00-5621 82-820-56-00-5621	51.52 95.58	
			16	AMAZON-LYSOL AMAZON-PAPER TOWELS	82-820-56-00-5621 82-820-56-00-5621	8.19 28.99	
			1/	AMAZON-SHREDDER	82-820-56-00-5610 INVOICE TOTAL:	40.99 3,568.91 *	
	042520-E.WILLRETT	03/31/20	02	YORK CHAMBER#35328-2020 ANNUAL DINNER ATTENDEE FOR 7 PEOPLE	01-110-54-00-5412 ** COMMENT ** ** COMMENT **	420.00	
			05	NORTHERN SAFETY-SAFETY GLASSES, BIOHAZARD WASTE BAGS		194.31	
			07	ELEMENT FOUR#SER0013748-MAR 2020 CLOUD CONNECT OFFSITE BACKUPS	01-640-54-00-5450 ** COMMENT ** ** COMMENT **	1,246.30	
			00	Energy	INVOICE TOTAL:	1,860.61 *	
	042520-G.KLEEFISCH	03/31/20		HOME DEPO-HOLE BOX, NIPPLE, BLANK COVER	79-790-56-00-5640 ** COMMENT ** INVOICE TOTAL:	12.20	
	042520-G.STEFFENS	03/31/20	01	TARGET-SOAP	52-520-56-00-5610	19.55	
				TARGET-DOCUMENT SLEEVES	52-520-56-00-5620 INVOICE TOTAL:	2.49 22.04 *	
	042520-J.ENGBERG	03/31/20	02	ESRI- 07/13-07/17 USER CONFERENCE REGISTRATION-ENGBERG	01-000-14-00-1400 ** COMMENT ** ** COMMENT **	1,495.00	
				ADOBE-MONTHLY CREATIVE CLOUD LICENSE	01-220-54-00-5462 ** COMMENT **	52.99	

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	CHECK DESCRIPTION DATE		ITEM AMT	
900086	FNBO FIRST NA	FIONAL BANK (AHAMC	04/25/	/20		
	042520-J.ENGBERG	03/31/20	07	AMAZON-PATIO UMBRELLAS, BASI AMAZON-LANDSCAPE LIGHTS MENARDS-ANCHORS, CLIPS, CABI	01-220-56-00-5620	659.94 379.73 85.53 2,673.19 *	
	042520-J.GAULAUNER	03/31/20		DOLLAR TREE-ST.PAT'S HATS AMAZON-SOCCER REFEREE JERSEY		4.00 37.98 41.98 *	
	042520-J.JENSEN	03/31/20	02 03 04 05 06	FBI ACADEMY-ANNUAL DUE RENEW HOME DEPO-N95 MASKS ACE-DISINFECTING WIPES FLORAL EXPRESSION-BABY FLORA DELIVERY-DECKER TARGET-CLOROX INTOXIMETERS-INTOXIMETERS HOME DEPO-WIPES	01-210-56-00-5620 01-210-56-00-5620	120.00 106.92 5.35 74.13 9.77 1,002.00 219.20 1,537.37 *	
	042520-K.BARKSDALE	03/30/20	02 03 04 05 06 07 08 09 10 11 12	KONE-FEB 2020 ELEVATOR MAINTENANCE WAREHOUSE-HAND SANITIZER, SANTIZING SPRAY WAREHOUSE-RULED PADS WAREHOUSE-DISINFECTANT SPRAY WAREHOUSE-NOTE PADS KONE-MAR 2020 ELEVATOR MAINTENANCE AMAZON-ADIRONDACK CHAIRS KENDALL PRINT-2 NAME PLATES-BUILDING DEPT ENGINEERING APA-APR CONFERENCE REFUND	23-216-54-00-5446 ** COMMENT ** 01-220-56-00-5610 ** COMMENT ** 01-220-56-00-5610	160.50 50.22 36.91 59.60 69.52 160.50 710.06 13.80	
	042520-K.GREGORY	03/31/20	02 03 04 05	MINER ELEC#100555-APR 2020 TWO WAY RADIO SHARED SERIVES CONTRACT MINER ELEC#100555-APR 2020 TWO WAY RADIO SHARED SERIVES CONTRACT	** COMMENT ** ** COMMENT ** 52-520-54-00-5462	531.67 252.92	
			07 08 09	MINER ELEC#100555-APR 2020 TWO WAY RADIO SHARED SERIVES CONTRACT MINER ELEC#100555-APR 2020	01-410-54-00-5462	405.59	

TIME: 14:57:53

ID: AP225000.WOW

01-210-54-00-5440

4.22

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INVOICE ITEM CHECK # VENDOR # CHECK INVOICE # DATE # DESCRIPTION DATE ACCOUNT # ITEM AMT 900086 FNBO FIRST NATIONAL BANK OMAHA 04/25/20 ** COMMENT ** 042520-K.GREGORY 03/31/20 11 TWO WAY RADIO SHARED SERIVES ** COMMENT ** 12 CONTRACT 13 WIRE WIZ#33509-APR 2020 ALARM 52-520-54-00-5444 46.00 14 MONITORING ** COMMENT ** 15 WIRE WIZ#33509-MAY-JUN 2020 52-000-14-00-1400 16 ALARM MONITORING ** COMMENT ** 92.00 17 ARNESON#280846-FEB 2020 DIESEL 52-520-56-00-5695 463.04 18 ARNESON#282008-FEB 2020 DIESEL 51-510-56-00-5695 367.34 19 ARNESON#282259-FEB 2020 DIESEL 01-410-56-00-5695 510.75 20 ARAMARK#1592179269-MATS 51-510-54-00-5485 56.68 21 ARAMARK#1592187924-MATS 52-520-54-00-5485 56.68 22 AMAZON-STANCHION SIGN HOLDER, 01-110-56-00-5610 119.08 23 STANCHION RETRACTABLE BELT ** COMMENT ** 24 KEND PRINT#20-0324-1,000 BOOK 01-410-54-00-5462 373.99 25 MARKS, 250 BOCHURES ** COMMENT ** INVOICE TOTAL: 3,680.57 * 01 AMAZON-VOICE RECORDER 01-110-56-00-5610 02 TRIBUNE-KENDALL MARKETPLACE 90-154-00-00-0011 042520-L.PICKERING 03/31/20 127.50 223.43 03 PUD AMENDMENT & FINAL PLAT ** COMMENT ** 04 TRIBUNE-ELIZABETH 0...
05 WATERMAIN AD FOR BID ** COMMENT 0...
01-220-54-00-5426 04 TRIBUNE-ELIZABETH ST 51-510-60-00-6025 208.86 138.43 07 ZONING ORDINANCE REGUARDING ** COMMENT ** 08 SIGNAGE FOR WIND & SOLAR ** COMMENT ** 09 ENERGY SYSTEMS ** COMMENT ** INVOICE TOTAL: 698.22 * 042520-M.SENG 03/31/20 01 R&P CARRIAGES-U BOLTS, PINTLE 52-520-56-00-5628 137.74 02 RINGS, BREAK AWAY KIT, CABLE ** COMMENT ** INVOICE TOTAL: 137.74 * 01-210-56-00-5610 042520-N.DECKER 03/31/20 01 WAREHOUSE-CORRECTION TAPE, 168.18 02 MARKERS, FLASH DRIVES, ** COMMENT ** 03 ENVELOPES, DVD/C-R SPINDLES ** COMMENT ** 04 AMAZON-REFRIGERATOR FILTER 01-210-56-00-5620 05 AMAZON-DISINFECTANT SPRAY, 01-210-56-00-5610 47.84 80.10 06 WIPES ** COMMENT ** 07 COMCAST-02/15-03/14 INTERNET 01-640-54-00-5449 1,153.27 08 SHRED IT-FEB 2020 ONSITE 01-210-54-00-5462 09 SHREDDING ** COMMENT ** 188.27 10 MINER#269155-INSTALL EQUIPMENT 25-205-60-00-6060 2,549.90 11 ON NEW EXPLORER ** COMMENT ** 12 AT&T-02/25-03/24 SERVICE 01-210-54-00-5440 287.34

13 COMCAST-03/08-04/07 CABLE

29 @ 610 TOWER

DATE: 04/16/20

VENDOR # INVOICE ITEM
INVOICE # DATE " CHECK # VENDOR # CHECK DATE # DESCRIPTION DATE ACCOUNT # ITEM AMT 900086 FNBO FIRST NATIONAL BANK OMAHA 04/25/20 042520-N.DECKER 03/31/20 14 ACCURINT-FEB 2020 SEARCHES 01-210-54-00-5462 150.00 4,629.12 * INVOICE TOTAL: 042520-P.MCMAHON 03/31/20 01 SIRCHIE-EVIDENCE COLLECTION 01-210-56-00-5620 112.45 02 TUBES, BIOHAZARD TAPE ** COMMENT ** 03 WALMART-LYSOL, SANTIZING WIPES 01-210-56-00-5620 77.61 04 DISINFECTANT ** COMMENT ** INVOICE TOTAL: 190.06 * 042520-P.RATOS 01 AMERICAN TIRE-REPLACE SENSORS 01-410-54-00-5490 95.75 03/31/20 219.00 02 ICC-ONLINE CERTIFICATION TEST 01-220-54-00-5412 03 FOR BLD INSPECTOR-CREADEUR ** COMMENT ** 04 MENARDS-GLOVES, UNION, ELBOW 23-216-54-00-5446 74.19 05 BOILER DRAIN, PIPE ** COMMENT ** INVOICE TOTAL: 388.94 * 01 IGFOA-03/12/20 CANCELLED 042520-R.FREDRICKSON 03/31/20 01-120-54-00-5412 -25.00 02 WEBINAR CREDIT ** COMMENT ** 1836 01-110-54-00-5440 03 COMCAST-02/12-03/11 CABLE @ 21.12 04 800 GAME FARM RD ** COMMENT ** 05 COMCAST-02/13-03/12 INTERNET 51-510-54-00-5440 108.35 06 @ 610 TOWER PLANT ** COMMENT ** 07 COMCAST-02/15-03/14 INTERNET 79-795-54-00-5440 68.40 08 @ 102 E VAN EMMON COMMUNICATION OF THE COMMUNICA ** COMMENT ** 09 COMCAST-02/15-03/14 CABLE @ 10 102 F VAN EMMON 79-795-54-00-5440 25.71 10 102 E VAN EMMON ** COMMENT ** 79-790-54-00-5440 11 COMCAST-02/24-03/23 INTERNET 84.76 12 @ 201 W HYDRAULIC ** COMMENT ** 13 COMCAST-02/24-03/23 INTERNET 79-795-54-00-5440 63.58 14 @ 201 W HYDRAULIC ** COMMENT ** 15 COMCAST-02/24-03/23 INTERNET 01-110-54-00-5440 39.37 16 @ 800 GAME FARM RD ** COMMENT ** 17 COMCAST-02/24-03/23 INTERNET 01-120-54-00-5440 22.50 18 @ 800 GAME FARM RD ** COMMENT ** 19 COMCAST-02/24-03/23 INTERNET 01-220-54-00-5440 33.75 20 @ 800 GAME FARM RD ** COMMENT ** 21 COMCAST-02/24-03/23 INTERNET 01-210-54-00-5440 146.23 16.59 24 COMCAST-02/29-03/28 INTERNET 79-790-54-00-5440 89.90 25 @ 185 WOLF ST ** COMMENT ** 26 COMCAST-02/29-03/28 VOICE & 79-790-54-00-5440 116.03 27 CABLE @ 185 WOLF ST ** COMMENT **

28 COMCAST-03/01-03/29 INTERNET 52-520-54-00-5440

** COMMENT **

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39.48

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DATE: 04/16/20

VENDOR # INVOICE ITEM
INVOICE # DATE " CHECK CHECK # VENDOR # DATE # DESCRIPTION DATE ACCOUNT # ITEM AMT 900086 FNBO FIRST NATIONAL BANK OMAHA 04/25/20 042520-R.FREDRICKSON 03/31/20 30 COMCAST-03/01-03/29 INTERNET 01-410-54-00-5440 78.95 31 @ 610 TOWER ** COMMENT ** 32 COMCAST-03/01-03/29 INTERNET 51-510-54-00-5440 118.43 33 @ 610 TOWER ** COMMENT ** INVOICE TOTAL: 1,048.15 * 01 TARGET-CANDY FOR MOVIE DAY 79-795-56-00-5606 02 HOME DEPO-BLEACH, GLOVES, 79-795-56-00-5606 042520-R.HARMON 03/31/20 32.99 24.84 ** COMMENT ** 79-795-56-00-5606 ** COMMENT ** 79-795-56-00-5606 19.39 05 PRESCHOOL SUPPLIES 06 AMAZON-BATTERIES 07 AMAZON-DISINFECTING WIPES 3.08 07 AMAZON-DISINFECTING WIPES 79-795-56-00-5606 08 AMAZON-GAMES 79-795-56-00-5606 49.59 44.99 09 PURE FUN-JUICE CONCENTRATE 79-795-56-00-5606 87.10 10 FUN EXPRESS-PRESCHOOL AIDS 79-795-56-00-5606 138.65 11 AMAZON-COLORBOK PAPER 12 AMAZON-SOIL 79-795-56-00-5606 9.47 79-795-56-00-5606 4.99 13 AMAZON-BABY WIPES. GLUE STICKS 79-795-56-00-5606 69.08 14 POTS ** COMMENT ** INVOICE TOTAL: 484.17 * 01 STEAK N SHAKE-MEAL BREAK FOR 01-210-54-00-5415 042520-R.MIKOLASEK 03/31/20 18.05

 02
 PERSONNEL PICKING UP NEW SQUAD
 ** COMMENT **

 03
 AMAZON-TV STAND
 01-210-56-00-5620

 04
 STREET SMART SEMINARS-LAW
 01-210-54-00-5412

 30.98 375.00 05 ENFORCEMENT TRAINING-KOLOWSKI, ** COMMENT ** 06 GOLDSMITH & KUEHLEM ** COMMENT **

 07
 AMAZON-MODULAR BANDAGES
 01-210-56-00-5620

 08
 AMAZON-TUNIQUETS, SCISSORS
 01-210-56-00-5620

 09
 ITOA-BALLISTIC SHIELD COURSE
 01-210-54-00-5412

 119.90 270.90 -390.00 ** COMMENT 01-210-56-00-5620 INVOICE TOTAL: 10 CREDIT 50.49 11 AMAZON-GAUZE, TAPE 475.32 * 042520-R.WRIGHT 03/31/20 01 PHYSICIANS CARE-DRUG SCREEN 79-790-54-00-5462 02 PHYSICIANS CARE-DRUG SCREEN 79-795-54-00-5462 43.00 43.00 82-820-54-00-5462 03 PHYSICIANS CARE-DRUG SCREEN 43.00 INVOICE TOTAL: 129.00 * 042520-s.iWanski 03/31/20 01 YORK POST- POSTAGE FOR MAILING 82-820-54-00-5452 17.60 02 BOOKS ** COMMENT ** INVOICE TOTAL: 17.60 * 042520-S.REDMON 03/31/20 01 SAMS-SNACKS FOR TOP GOLF 79-795-56-00-5606 21.96

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CHECK #	VENDOR # INVOICE #		INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT	
900086	FNBO	FIRST NAT	CIONAL BANK	OMAHA		04/25/20			
	042520-S.H	REDMON	03/31/20	02	TARGET-GIFT CARDS	FOR TOP GOLF	79-795-56-00-5606	25.00	
				03	ILDOL-INFLATABLE H		79-795-56-00-5606	112.48	
							79-795-54-00-5440	78.53	
				05	TOWN SQUARE PARK S	SIGN	** COMMENT **		
							79-795-56-00-5640	81.19	
				07	BAGS, CLEANING WIR	PES, PAPER	** COMMENT **		
				08	TOWEL, PAPER PLATE	ES	** COMMENT **		
					RUNCO#774167-0-PA		79-795-56-00-5610	5.57	
				10	RUNCO#774167-1-PA	PER PLATES	79-795-56-00-5610	5.57	
					RUNCO#774169-0-LEG		79-790-56-00-5620	11.89	
				12	RUNCO#772305-0-TIS	SSUE, PAPER	79-795-56-00-5640	54.85	
					TOWEL, WALL HOOKS		** COMMENT **		
					TARGET-ST PAT'S BU		79-795-56-00-5606	5.00	
				15	REINDERS#1817217-0	00-GASKETS,	79-790-56-00-5640	23.39	
					DRAIN PLUGS		** COMMENT **		
					SMITHEREEN#2139768		79-795-54-00-5495	67.00	
					PEST CONTROL		** COMMENT **		
					ARNESON#279538-FE	3 2020 GAS	79-790-56-00-5695	219.94	
					ARNESON#282238-FE	3 2020 GAS	79-790-56-00-5695	173.33	
					O'MALLEY WELD#1916	2-FORM 8	79-790-54-00-5495	240.00	
					1/4" CHANNELS		** COMMENT ** 79-790-56-00-5620 79-790-56-00-5620		
					ARAMARK#1592153446	S-MATS	79-790-56-00-5620	15.82	
					ARAMARK#159216202-				
					ARAMARK#1592170666		79-790-56-00-5620	15.82	
					ARAMARK#1592187923	IGEN COUNTY	79-790-56-00-5620	18.21	
					ARAMARK#159217926		79-790-56-00-5620	18.21	
					ARAMARK#1592205280		79-790-56-00-5620	18.21	
					ARAMARK#1592196640		79-790-56-00-5620	18.21	
					KEND PRINT#20-0310		79-795-56-00-5610	68.00	
					BUSINESS CARDS-FOR		** COMMENT **	40.00	
					RUNCO#782622-0-GAI	RBAGE BAGS,	79-795-56-00-5640	40.98	
					TOILET TISSUE	NI DEDMING	** COMMENT **	450.00	
					BANKCARD-CONCESSION OUADIENT-APR 2020		79-795-56-00-5607 79-795-54-00-5485	20.12	
					~	FUSTAGE	** COMMENT **	20.12	
					QUADIENT-MAY-JUN 2		79-000-14-00-1400	40.24	
					MACHINE LEASE	.020 FOSTAGE	** COMMENT **	40.24	
					ARNESON#281235-FE	3 2020 GAS	79-790-56-00-5695	95.84	
					ARNESON#281233=FEI		79-790-56-00-5695	271.68	
				40	AMUDSON # ZOOOZ I EL	0 2020 GAS	INVOICE TOTAL:	2,232.86 *	
	042520-S.H	REMUS	03/31/20	01	TOP GOLF OUTING PA	AYMENT	79-795-56-00-5606	1,798.20	
							INVOICE TOTAL:	1,798.20 *	
	042520-T.	EVANS	03/31/20	01	WALGREENS-BLEACH		79-795-56-00-5640	11.12	
							INVOICE TOTAL:	11.12 *	

ID: AP225000.WOW Page 10 of 35

CHECK #	VENDOR # INVOICE #		INVOICE DATE	ITEM #		ECK TE	ACCOUNT #	ITEM AMT	
900086	FNBO	FIRST NA	FIONAL BANK (AHAMC	04/	25/20			
	042520-т.н	OULE	03/31/20		TCT ANDERSON-ST PAT'S DAY		79-790-56-00-5620 ** COMMENT **	908.91	
				03	WALGREENS-BLEACH		79-790-56-00-5620	17.93	
				04	HOME DEPO-BLEACH		79-790-56-00-5620	13.16	
				05	HOME DEPO-BLEACH		79-790-56-00-5620	21.92	
							INVOICE TOTAL:	961.92 *	
	042520-T.N	ELSON	03/31/20		ARCHERY PLACE#000248-MAR ARCHERY CLASS	2020	79-795-54-00-5462 ** COMMENT **	20.00	
					PIT STOP-MAR 2020 PORT-O- UPKEEP	LET	79-795-56-00-5620 ** COMMENT **	37.44	
					BSN#908720995-YOUTH BASEB EQIUIPMENT	ALL	79-795-56-00-5606 ** COMMENT **	1,334.14	
				07	BSN#90876876-YOUTH BASEBA EQUIPMENT		79-795-56-00-5606 ** COMMENT **	2,491.88	
				09	BSN#908699334-SPRING SOCC	ER	79-795-56-00-5606 ** COMMENT **	535.50	
				10	EST.	1836	INVOICE TOTAL:	4,418.96 *	
	042520-T.S	OELKE	03/31/20	01	TARGET-PRINTER CARTRIDGES		52-520-56-00-5610	80.45	
					BEST BUY-KEYBOARD & MOUSE		52-520-56-00-5610		
				03	MORTON ARBORETUM-URBAN	Iral	52-520-54-00-5412	90.00	
				04	FORESTRY BASIC TRAINING	2/2/	** COMMENT **		
				05	SUBSCRIPTION County Seat	101	** COMMENT **		
				06	KOHLS-JEANS	121	52-520-56-00-5600	84.50	
				07	RURAL KING-CHAIN LOOPS	E/	01-410-56-00-5620	23.23	
					ME IL	\'/	INVOICE TOTAL:	391.00 *	
	042520-UCO	Y	03/31/20		ADVANCED DISPOSAL		01-540-54-00-5442	104,070.50	
					#T00001912691-FEB 2020 RE	FUSE	** COMMENT **		
					SERVICE		** COMMENT **		
					ADVANCED DISPOSAL		01-540-54-00-5441	2,979.00	
					#T00001912691-FEB 2020 SE	NIOR	** COMMENT **		
				06	REFUSE SERVICE		** COMMENT ** INVOICE TOTAL:	107,049.50 *	
							CHECK TOTAL:	,	148,181.46
									·
							TOTAL AMOUNT PAID:		148,181.46

UNITED CITY OF YORKVILLE CHECK REGISTER

INVOICES DUE ON/BEFORE 04/28/2020

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
532596	ABEEP	A BEEP, LLC					
	16274	04/08/20	01	ENDURA 12 UNIT CHARGER		95 OICE TOTAL:	750.00 750.00 *
					CHECK TOTAL:		750.00
532597	ALTORFER	ALTORFER INDUSTRIES,	INC				
	TO530079862	04/01/20	01	REPLACE HYDRALIC HOSES & LINES		90 OICE TOTAL:	2,064.01 2,064.01 *
					CHECK TOTAL:		2,064.01
D001612	ANTPLACE	ANTHONY PLACE YORKVI	LLE L	P			
	040120	04/01/20	02 03	CITY OF YORKVILLE HOUSING ASSISTANCE PROGRAM RENT REIMBURSEMENT FOR THE MONTH OF MAY 2020	** COMMENT ** ** COMMENT ** ** COMMENT **		769.00
						OICE TOTAL:	
532598	ARNESON	ARNESON OIL COMPANY			DIRECT DEPOSIT	TOTAL:	769.00
	283230	03/09/20	01	MAR 2020 GASOLINE	79-790-56-00-56 INV	95 OICE TOTAL:	133.62 133.62 *
					CHECK TOTAL:		133.62
532599	ARNESON	ARNESON OIL COMPANY					
	284366	03/17/20	02	MAR 2020 DIESEL FUEL MAR 2020 DIESEL FUEL MAR 2020 DIESEL FUEL	51-510-56-00-56 52-520-56-00-56	95	383.28 383.27 383.27 1,149.82 *

01-110 ADMINISTRATION	
01-120 FINANCE	
01-210 POLICE	
01-220 COMMUNITY DEVELOPMENT	
01-410 STREET OPERATIONS	
01-540 HEALTH & SANITATION	
01-640 ADMINISTRATIVE SERVICES	

11-111 FOX HILL SSA
12-112 SUNFLOWER ESTATES
15-155 MOTOR FUEL TAX(MFT)
23-216 MUNICIPAL BUILDING
23-230 CITY-WIDE CAPITAL
25-205 POLICE CAPITAL
25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL
42-420 DEBT SERVICE
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

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532599	ARNESON	ARNESON OIL COMPANY						
	284400	03/17/20	02	MAR 2020 DIESEL FUEL MAR 2020 DIESEL FUEL MAR 2020 DIESEL FUEL	51-510-56-00-5699 52-520-56-00-5699	5	37.83 37.83	*
	285039	03/23/20	01 02 03	MAR 2020 DIESEL FUEL MAR 2020 DIESEL FUEL MAR 2020 DIESEL FUEL	52-520-56-00-569	5 5 5 ICE TOTAL:		*
	285111	03/23/20	02	MAR 2020 DIESEL FUEL MAR 2020 DIESEL FUEL MAR 2020 DIESEL FUEL	51-510-56-00-5695 52-520-56-00-5695	5	110.81	*
	285299	03/25/20	02	MAR 2020 DIESEL FUEL MAR 2020 DIESEL FUEL MAR 2020 DIESEL FUEL	01-410-56-00-5699 51-510-56-00-5699	5 5	39.33 39.33	
	384435	03/18/20	01 02 03	MAR 2020 DIESEL FUEL MAR 2020 DIESEL FUEL MAR 2020 DIESEL FUEL	01-410-56-00-569 51-510-56-00-569 52-520-56-00-569 INVO	5 5 5 ICE TOTAL:	122.89 122.89 122.89 368.67	*
					CHECK TOTAL:		2,42	9.22
532600	ATT	AT&T						
	630553-680	5-0320 03/25/20	01	03/25-04/24 SERVICE	51-510-54-00-5440 INVO	O ICE TOTAL:	391.98 391.98	*
	6305533436	03/25/20	01	03/25-04/24 SERVICE) ICE TOTAL:	287.34 287.34	*
					CHECK TOTAL:		67	9.32

01-110	ADMINISTRATION
01-120	FINANCE
01-210	POLICE
01-220	COMMUNITY DEVELOPMENT
01-410	STREET OPERATIONS
01-540	HEALTH & SANITATION
01-640	ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA 12-112 SUNFLOWER ESTATES 15-155 MOTOR FUEL TAX(MFT) 23-216 MUNICIPAL BUILDING 23-230 CITY-WIDE CAPITAL 25-205 POLICE CAPITAL 25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL 42-420 DEBT SERVICE 51-510 WATER OPERATIONS 52-520 SEWER OPERATIONS 72-720 LAND CASH 79-790 PARKS DEPARTMENT 79-795 RECREATION DEPARTMENT

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INVOICES DUE ON/BEFORE 04/28/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE			ACCOUNT #	PROJECT CODE	ITEM AMT	
532601	BFCONSTR	B&F CONSTRUCTION COD	E SER	VICES				
	12576	04/06/20	01	MARCH 2020 INSPECTIONS		59 DICE TOTAL:	520.00 520.00	*
					CHECK TOTAL:		į	520.00
532602	BLPHOTO	KIRSTEN BALOG						
	00010	03/31/20	01 02	POLICE DEPARTMENT AND INDIVIDUAL OFFICER PHOTOS	01-210-56-00-562 ** COMMENT **	10	200.00	
					INVO	DICE TOTAL:	200.00	*
					CHECK TOTAL:		2	200.00
532603	CALLONE	UNITED COMMUNICATION	SYST	EMS				
	229174	04/15/20	02 03 04 05 06 07 08 09 10 11	MAR 2019 CITY HALL FIRE MAR 2019 PW LINES MAR 2019 SEWER DEPT LINES MAR 2019 TRAFFIC SIGNAL MAINTENANCE	01-110-54-00-54 01-210-54-00-54 51-510-54-00-54 01-210-54-00-54 01-210-54-00-54 51-510-54-00-54 51-510-54-00-54 52-520-54-00-54 ** COMMENT ** 79-790-54-00-54	4 0 4 0 4 0 4 0 4 0 4 0 4 0 4 0 4 0 3 3 5	473.55 189.79 189.79 189.79 1,435.58 712.01 712.01 3,695.83 541.91 51.71 72.90 310.19 8,575.06	* 575.06
532604	CAMBRIA	CAMBRIA SALES COMPAN	V INC					
302001	41538	03/30/20			79-790-56-00-562 INVO	20 DICE TOTAL:	62.30 62.30	

01-110 ADMINISTRATION 01-120 FINANCE 01-210 POLICE 01-220 COMMUNITY DEVELOPMENT 01-410 STREET OPERATIONS 01-540 HEALTH & SANITATION 01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA 12-112 SUNFLOWER ESTATES 15-155 MOTOR FUEL TAX(MFT) 23-216 MUNICIPAL BUILDING 23-230 CITY-WIDE CAPITAL 25-205 POLICE CAPITAL 25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL 42-420 DEBT SERVICE 51-510 WATER OPERATIONS 52-520 SEWER OPERATIONS 72-720 LAND CASH 79-790 PARKS DEPARTMENT 79-795 RECREATION DEPARTMENT 82-820 LIBRARY OPERATIONS 84-840 LIBRARY CAPITAL 87-870 COUNTRYSIDE TIF 88-880 DOWNTOWN TIF 89-890 DOWNTOWN TIF II 90-XXX DEVELOPER ESCROW 95-XXX ESCROW DEPOSIT

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INVOICES	DIIE	ON/BEFORE	04/28/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE		1 DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
532605	COMED	COMMONWEALTH EDISON	1					
	0091033126-	-0320 03/31/20	01	03/02-03/31 RT34 & AUTUMN CRK		E TOTAL:		*
	0185079109-	-0320 03/30/20	01	02/28-03/30 420 FAIRHAVEN		E TOTAL:	155.01 155.01	
	0435113116-	-0320 04/02/20	01	03/03-04/01 RT34 & BEECHER		E TOTAL:	61.90 61.90	*
	0903040077-	-0320 03/30/20	01	02/28-03/30 MISC STREET LIGHTS		E TOTAL:	3,048.36 3,048.36	*
	0908014004-	-0320 03/31/20	01	03/02-03/31 6780 RT47		CE TOTAL:	125.91 125.91	*
	0966038077-	-0320 03/27/20	01	02/27-03/27 456 KENNEDY RD		E TOTAL:	223.99 223.99	*
	1183088101-	-0320 03/26/20	01	02/26-03/26 1107 PRAIRIE CR		E TOTAL:	113.40 113.40	*
	1251108256-	-0320 03/27/20	01	02/27-03/27 301 E HYDRAULIC		E TOTAL:	57.92 57.92	*
	1407125045-	-0320 04/01/20	01	03/03-04/01 FOXHILL 7 LIFT		E TOTAL:	125.01 125.01	*
	1647065335-	-0320 03/31/20	01	03/02-03/31 SARAVANOS PUMP		E TOTAL:	217.92 217.92	*
	1718099052-	-0320 03/26/20	01	02/26-03/26 872 PRAIRIE CR		E TOTAL:	26.71 26.71	*
	2668047007-	-0320 03/26/20	01	02/26-03/26 1908 RAINTREE	51-510-54-00-5480 INVOIC	E TOTAL:	368.30 368.30	*

01-110 ADMINISTRATION 01-120 FINANCE 01-210 POLICE 01-220 COMMUNITY DEVELOPMENT 01-410 STREET OPERATIONS 01-540 HEALTH & SANITATION 01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA 12-112 SUNFLOWER ESTATES 15-155 MOTOR FUEL TAX(MFT) 23-216 MUNICIPAL BUILDING 23-230 CITY-WIDE CAPITAL 25-205 POLICE CAPITAL 25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL 42-420 DEBT SERVICE 51-510 WATER OPERATIONS 52-520 SEWER OPERATIONS 72-720 LAND CASH 79-790 PARKS DEPARTMENT 79-795 RECREATION DEPARTMENT

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INVOICES	DIID	ON / DDD	ODE (1/1	0 / 2 0 2 0
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CHECK #	VENDOR # INVOICE #	INVOICE DATE			ACCOUNT #			
532605	COMED COMMONW	EALTH EDISON						
	2947052031-0320	03/30/20	01	02/28-03/30 RT47 & RIVER		E TOTAL:	302.16 302.16	*
	2961017043-0320	03/27/20	01	02/27-03/27 PRESTWICK LIFT		E TOTAL:	134.74 134.74	*
	3119142025-0320	03/27/20	01	02/27-03/27 VAN EMMON LOT		E TOTAL:	20.66	*
	4085080033-0320	03/27/20	01	02/27-03/27 1991 CANNONBALL TR		E TOTAL:	402.03 402.03	*
	4475093053-0320	03/30/20	01	02/28-03/30 610 TOWER LANE		E TOTAL:	206.61 206.61	*
	6819027011-0320	04/03/20	01	02/28-03/30 PR BUILDINGS		E TOTAL:	362.02 362.02	*
	7110074020-0320	03/27/20	01	02/27-03/27 104 E VAN EMMON		E TOTAL:	332.82 332.82	*
	7982120022-0320	03/30/20	01	02/28-03/30 609 N BRIDGE		E TOTAL:	30.50 30.50	*
	8344010026-0220	04/09/20	01	01/30-03/20 MISC STREET LIGHTS		E TOTAL:	319.62 319.62	*
					CHECK TOTAL:		6,6	96.25
532606	CONSTELL CONSTEL	LATION NEW EN	IERGY					
	17101768301	03/31/20	01	02/28-03/30 1 COUNTRYSIDE PKWY		E TOTAL:	148.48 148.48	
					CHECK TOTAL:		1	48.48

01-110 ADMINISTRATION 01-120 FINANCE 01-210 POLICE 01-220 COMMUNITY DEVELOPMENT 01-410 STREET OPERATIONS 01-540 HEALTH & SANITATION 01-640 ADMINISTRATIVE SERVICES

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532607	COREMAIN CORE &	MAIN LP						
	M121377	03/27/20	01	METERS & WIRE		54 DICE TOTAL:	3,647.47 3,647.47	
					CHECK TOTAL:		3,6	347.47
532608	DYNEGY DYNEGY	ENERGY SERVIC	ES					
	266978920031	04/01/20	01	03/03-03/26 2921 BRISTOL RDG		30 DICE TOTAL:	3,907.59 3,907.59	
	266979120031	03/30/20	01	02/27-03/26 2224 TREMONT		30 DICE TOTAL:	5,453.46 5,453.46	*
	266979220041	04/01/20	01	02/28-03/29 610 TOWER WELLS		00 DICE TOTAL:	5,927.75 5,927.75	*
					CHECK TOTAL:		15,2	288.80
532609	FARMFLEE BLAIN'S	FARM & FLEET						
	5041-M.SENG-2	03/20/20	01	3 PAIRS OF PANTS		OO DICE TOTAL:	126.87 126.87	*
	5492-BROWN	03/27/20	01	JEANS, SHIRT, HOODIE, SHORTS		00 DICE TOTAL:	156.45 156.45	*
	5516-SCOTT	03/27/20		PANTS, CAP, HOODIES, TEES, SHIRTS	** COMMENT **		369.79	
					INVO	DICE TOTAL:		
					CHECK TOTAL:		6	553.11
532610	FLEX FLEX BE	NEFIT SERVICE	CORP					
	123345	04/01/20	01	MAT 2020 COBRA PART		52 DICE TOTAL:	100.00	*

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
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01-410 STREET OPERATIONS
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01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
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15-155 MOTOR FUEL TAX(MFT)
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CHECK #	VENDOR # INVOICE #	INVOICE DATE			ACCOUNT #	PROJECT CODE	ITEM AMT	
532610	FLEX	FLEX BENEFIT SERVICE	CORE	· .				
	34182399835	2 04/07/20	01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16	MAR 2020 HRA ADMIN FEES MAR 2020 FSA ADMIN FEES	01-110-52-00-5216 01-120-52-00-5216 01-210-52-00-5216 01-220-52-00-5216 01-410-52-00-5216 79-790-52-00-5216 79-795-52-00-5216 51-510-52-00-5216 01-640-52-00-5216 01-110-52-00-5216 01-120-52-00-5216 01-220-52-00-5216 01-220-52-00-5216		4.00 4.00 24.00 4.00 8.00 8.00	
					CHECK TOTAL:	E TOTAL:	432	
532611	FOXRIVER	FOX RIVER STUDY GROU	P					
	020620	02/06/20	02	2020 FINANCIAL PARTICIPATION IN FOX RIVER STUDY GROUP QUALITY STUDY	** COMMENT ** ** COMMENT **	CE TOTAL:	·	
					CHECK TOTAL:		1,550	.00
532612	GARDKOCH	GARDINER KOCH & WEIS	BERG					
	H-2364C-146	930 04/02/20	01	KIMBALL HILL I MATTERS			21,433.70 21,433.70 *	

01-110 ADMINISTRATION 01-120 FINANCE 01-210 POLICE 01-220 COMMUNITY DEVELOPMENT 01-410 STREET OPERATIONS 01-540 HEALTH & SANITATION 01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA 12-112 SUNFLOWER ESTATES 15-155 MOTOR FUEL TAX(MFT) 23-216 MUNICIPAL BUILDING 23-230 CITY-WIDE CAPITAL 25-205 POLICE CAPITAL 25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL 42-420 DEBT SERVICE 51-510 WATER OPERATIONS 52-520 SEWER OPERATIONS 72-720 LAND CASH 79-790 PARKS DEPARTMENT 79-795 RECREATION DEPARTMENT

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INVOICES DUE ON/BEFORE 04/28/2020

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532612	GARDKOCH GAI	RDINER KOCH & WEIS	BERG					
	H-3181C-146928	04/02/20	01	MISC CITY LEGAL MATTERS	01-640-54-00-54 INV	61 DICE TOTAL:	539.00 539.00	
	H-3586C-146931	04/02/20	01	NICHOLSON MATTERS		61 DICE TOTAL:	,	*
	H-3995C-146932	04/02/20	01	YMCA MATTERS	01-640-54-00-54 INV	61 DICE TOTAL:	176.00 176.00	*
	H-4412C-146929	04/02/20	01	GREEN ORGANICS MATTERS		61 DICE TOTAL:	456.70 456.70	
					CHECK TOTAL:		24,0	079.40
532613	GRAINCO GRA	AINCO FS., INC.						
	78020216	03/25/20	01	BACKHOE REPAIR		90 DICE TOTAL:		
					CHECK TOTAL:		- -	145.50
532614	HARRIS HAI	RRIS COMPUTER SYST	EMS					
	XT00007180	03/30/20	02	MAR 2020 MYGOVHUB FEES MAR 2020 MYGOVHUB FEES MAR 2020 MYGOVHUB FEES	51-510-54-00-54 52-520-54-00-54	62	288.61 83.29	*
					CHECK TOTAL:		í	563.14
532615	HAWKINS HAW	WKINS INC						
	4684453	03/19/20	01	CHEMICALS	51-510-56-00-56 INV	38 DICE TOTAL:	516.83 516.83	

01-110 ADMINISTRATION
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INVOICES DUE ON/BEFORE 04/28/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE			ACCOUNT #	PROJECT CODE	ITEM AMT
532615	HAWKINS	HAWKINS INC					
	4684590	03/23/20	01	CHEMICALS	51-510-54-00-5445 INVOI	CE TOTAL:	765.00 765.00 *
					CHECK TOTAL:		1,281.83
532616	IAPD	ILLINOIS ASSOCIATION	OF P.	ARK			
	DUES-2020	12/11/19	01	ANNUAL MEMBERSHIP RENEWAL		CE TOTAL:	663.56 *
					CHECK TOTAL:		663.56
532617	IMPACT	IMPACT NETWORKING, L	LC				
	1749225	03/30/20	02 03 04 05 06 07		$\begin{array}{c} 01-120-54-00-5430 \\ 01-220-54-00-5430 \\ 01-210-54-00-5430 \\ 01-410-54-00-5462 \\ 51-510-54-00-5430 \\ 52-520-54-00-5430 \\ 79-790-54-00-5462 \\ 79-795-54-00-5462 \end{array}$		143.29 47.76 78.60 75.16 5.39 5.39 5.38 95.03 95.03 551.03
532618	IMPERINV	IMPERIAL INVESTMENTS					
	FEB 2020-RE	EBATE 04/09/20	01	FEB 2020 BUSINESS DIST. REBATE		CE TOTAL:	
					CHECK TOTAL:		7,945.60
532619	INTERDEV	INTERDEV, LLC					

01-110 ADMINISTRATION 01-120 FINANCE 01-210 POLICE 01-220 COMMUNITY DEVELOPMENT 01-410 STREET OPERATIONS 01-540 HEALTH & SANITATION 01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA 12-112 SUNFLOWER ESTATES 15-155 MOTOR FUEL TAX(MFT) 23-216 MUNICIPAL BUILDING 23-230 CITY-WIDE CAPITAL 25-205 POLICE CAPITAL 25-215 PUBLIC WORKS CAPITAL 25-225 PARKS & REC CAPITAL 42-420 DEBT SERVICE 51-510 WATER OPERATIONS 52-520 SEWER OPERATIONS 72-720 LAND CASH 79-790 PARKS DEPARTMENT 79-795 RECREATION DEPARTMENT 82-820 LIBRARY OPERATIONS 84-840 LIBRARY CAPITAL 87-870 COUNTRYSIDE TIF 88-880 DOWNTOWN TIF 89-890 DOWNTOWN TIF II 90-XXX DEVELOPER ESCROW 95-XXX ESCROW DEPOSIT

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CHECK #	INVOICE #		INVOICE DATE	#	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	_
532619	INTERDEV	INTERDEV,	LLC						
	MSP1025198		02/28/20	01	FEB 2020 MONTHLY BILLING		CE TOTAL:		
	MSP1025544		03/31/20	01	MARCH 2020 MONTHLY BILLING	01-640-54-00-5450 INVOI	CE TOTAL:	9,711.00 9,711.00 *	
						CHECK TOTAL:		19,422.00	0
532620	ITRON	ITRON							
	553054		04/11/20	01	MAY 2020 HOSTING SERVICES		CE TOTAL:	624.39 624.39 *	
						CHECK TOTAL:		624.39	9
532621	JIMSTRCK	JIM'S TRU	CK INSPECTI	ON LL	C				
	181673		03/13/20	01	TRUCK INSPECTION	01-410-54-00-5490 INVOI	CE TOTAL:	37.00 37.00 *	
						CHECK TOTAL:		37.00	0
532622	KCPROB	KENDALL C	OUNTY COURT	SERV	TICES				
	033020		03/30/20	01	FY19 DIVERSION SPECIALIST		CE TOTAL:	•	
						CHECK TOTAL:		4,000.00	0
532623	KCRECORD	SHAW SUBU	RBAN MEDIA	GROUP					
	10103174-1	758737	03/31/20	01	YOUTH SERVICES AD	82-820-54-00-5426 INVOI	CE TOTAL:	176.50 176.50 *	
						CHECK TOTAL:		176.50	0

01-110 ADMINISTRATION 01-120 FINANCE 01-210 POLICE 01-220 COMMUNITY DEVELOPMENT 01-410 STREET OPERATIONS 01-540 HEALTH & SANITATION 01-640 ADMINISTRATIVE SERVICES

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #		ACCOUNT #	PROJECT CODE	ITEM AMT	
532624	KENDCROS	KENDALL CROSSING, LL	С					
	BD REBATE	02-20 04/09/20	01	FEB 2020 BUSINESS DIST REBATE		CE TOTAL:	2,307.82 2,307.82	
					CHECK TOTAL:		2,3	307.82
532625	KOLOWSKT	TIMOTHY KOLOWSKI						
	030220	03/02/20		MISSING PERSONS TRAINING MEAL REIMBURSEMENT-KOLOWSKI	01-210-54-00-5415 ** COMMENT **		11.88	
					INVOI	CE TOTAL:	11.88	*
					CHECK TOTAL:			11.88
532626	LANEMUCH	LANER, MUCHIN, LTD						
	580683	03/01/20	02	KLINGEL ARBITRATION, 2020 HANDBOOK MATTERS, GENERAL COUNSELING	01-640-54-00-5463 ** COMMENT ** ** COMMENT **		1,845.00	
			0.5	COONSELING	* * * * * * * * * * * * * * * * * * * *	CE TOTAL:	1,845.00	*
	582844	04/01/20		KLINGEL ARBITRATION MATTERS & GENERAL COUNSELING	01-640-54-00-5463 ** COMMENT **		495.00	
					INVOI	CE TOTAL:	495.00	*
					CHECK TOTAL:		2,3	340.00
D001613	LARRABER	RACHEL WRIGHT						
	040120	04/01/20		03/18-03/31 MOBILE EMAIL REIMBURSEMENT	01-120-54-00-5440 ** COMMENT **	COVID-19	20.32	
					INVOI	CE TOTAL:	20.32	*
					DIRECT DEPOSIT TO	ral:		20.32
532627	LAWSON	LAWSON PRODUCTS						

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11-111 FOX HILL SSA 12-112 SUNFLOWER ESTATES 15-155 MOTOR FUEL TAX(MFT) 23-216 MUNICIPAL BUILDING 23-230 CITY-WIDE CAPITAL 25-205 POLICE CAPITAL 25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL 42-420 DEBT SERVICE 51-510 WATER OPERATIONS 52-520 SEWER OPERATIONS 72-720 LAND CASH 79-790 PARKS DEPARTMENT 79-795 RECREATION DEPARTMENT 82-820 LIBRARY OPERATIONS 84-840 LIBRARY CAPITAL 87-870 COUNTRYSIDE TIF 88-880 DOWNTOWN TIF 89-890 DOWNTOWN TIF II 90-XXX DEVELOPER ESCROW 95-XXX ESCROW DEPOSIT

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TNVOTCES	DILE	ON/BEFORE	04/28/2020

	INVOICE #	INVOICE DATE	#	DESCRIPTION			ITEM AMT
532627	LAWSON	LAWSON PRODUCTS					
	9307504507	04/01/20	0.2	COTTER PINS, CABLE TIES, SCREWS, FUSES, HEAT SEAL RINGS, QUIK SLIDES	** COMMENT **		164.74
			06	RINGS, QUIK SLIDES COTTER PINS, CABLE TIES, SCREWS, FUSES, HEAT SEAL RINGS, QUIK SLIDES	** COMMENT **		164.73
			07 08 09	COTTER PINS, CABLE TIES, SCREWS, FUSES, HEAT SEAL RINGS, QUIK SLIDES	** COMMENT ** ** COMMENT **		
					INVOI	CE TOTAL:	494.20 *
532628	LINDCO	LINDCO EQUIPMENT SAL	ES IN	IC	cindent forms.		494.20
	1908811.01	03/24/20	01	ADD PINTLE HOOK	01-410-54-00-5490 INVOI	CE TOTAL:	206.38 206.38 *
					CHECK TOTAL:		206.38
532629	LOCALGOV	TIM SCHLONEGER					
	04272020	02/01/20	01	ANNUAL MEMBERSHIP RENEWAL		CE TOTAL:	
					CHECK TOTAL:		1,200.00
532630	MENLAND	MENARDS - YORKVILLE					
	49905-20	04/01/20	01 02	SCREWS, MARKING PAINT SPRAY BOTTLES	79-790-56-00-5620 79-790-56-00-5620 INVOI	COVID-19 CE TOTAL:	66.09 32.80 98.89 *
	77985	03/12/20	01	SPRAY BOTTLES, BLEACH	01-210-56-00-5620 INVOI	COVID-19 CE TOTAL:	24.79 24.79 *

01-110 ADMINISTRATION 01-120 FINANCE 01-210 POLICE 01-220 COMMUNITY DEVELOPMENT 01-410 STREET OPERATIONS 01-540 HEALTH & SANITATION 01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA 12-112 SUNFLOWER ESTATES 15-155 MOTOR FUEL TAX(MFT) 23-216 MUNICIPAL BUILDING 23-230 CITY-WIDE CAPITAL 25-205 POLICE CAPITAL 25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL 42-420 DEBT SERVICE 51-510 WATER OPERATIONS 52-520 SEWER OPERATIONS 72-720 LAND CASH 79-790 PARKS DEPARTMENT 79-795 RECREATION DEPARTMENT

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CHECK #		INVOICE DATE		DESCRIPTION	ACCOUNT #		ITEM AMT	
532630	MENLAND	MENARDS - YORKVILLE						
	78286	03/14/20	01	RX ARCH BEAM BLADES	01-210-56-00-5620 INVOIC			*
	79092	03/23/20	01	PAINT PENS, CHISELS		E TOTAL:	17.89 17.89	*
	79100	03/23/20	01	ANT BAITS	01-410-54-00-5435 INVOIC	E TOTAL:	16.98 16.98	*
	79185	03/24/20	01	GALVANIZING COMPOUND		E TOTAL:	9.98 9.98	*
	79194	03/24/20	02	BONDO, FILLER, TRUCK BED LINER SPRAY, CHALK, FOAM BRUSHES, CHALK REEL	** COMMENT **		43.62	*
	79205	03/24/20	01	SPRAY PAINT	01-210-56-00-5620 INVOIC	E TOTAL:	7.98 7.98	*
	79255	03/25/20	01	CABLE TIES		E TOTAL:		*
	79259	03/25/20	01	DRILL BIT		E TOTAL:	25.98 25.98	*
	79329-20	03/26/20	01	PIPE	79-790-56-00-5640 INVOIC		5.74 5.74	*
					CHECK TOTAL:		2	84.32
532631		MENARDS - YORKVILLE						
	79330	03/26/20	01	TEFLON TAPE, THREAD SEALANT,	23-216-56-00-5656		160.58	

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25-225 PARKS & REC CAPITAL 42-420 DEBT SERVICE 51-510 WATER OPERATIONS 52-520 SEWER OPERATIONS 72-720 LAND CASH 79-790 PARKS DEPARTMENT 79-795 RECREATION DEPARTMENT

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532631	MENLAND	MENARDS - YORKVILLE						
	79330	03/26/20	03 04 05	GAS SUPPLY, DRYER OUTLET CONNECTOR, DRYER VENT, NIPPLES HOLE SAW CARBIDE, CAPS, TEES, METAL CLAMPS, ELBOWS, GAS VALVE	** COMMENT ** ** COMMENT ** ** COMMENT ** ** COMMENT **	CE TOTAL:	160.58	*
					CHECK TOTAL:		1	60.58
532632	MENLAND	MENARDS - YORKVILLE						
	79349	03/26/20	01	CHANNELLOCKS, CONNECTOR		CE TOTAL:	33.14 33.14	
	79411	03/27/20		CONDUIT, CONNECTORS, COVERS, SNAPSKRU KIT	** COMMENT **		29.44	*
	79418	03/27/20		CONDUIT HANGER, SCREWS, SCREWDRIVER SET	52-520-56-00-5620 ** COMMENT **		20.23	
					INVOIC	CE TOTAL:	20.23	*
	79448	03/27/20	01	BULBS	23-216-56-00-5656 INVOIC	CE TOTAL:		
	79683	03/30/20	01	COUPLER	23-216-56-00-5656 INVOIC	CE TOTAL:	3.98 3.98	*
	79780	03/31/20	01	SOFTSOAP	52-520-56-00-5610 INVOIC	CE TOTAL:	3.97 3.97	*
	79874	04/01/20	01	TRIGGER TORCH KIT		CE TOTAL:	29.97 29.97	*
	79878	04/01/20	01	EPOXY PUTTY, SANDPAPER			13.99 13.99	*

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532632	MENLAND	MENARDS - YORKVILLE						
	79881	04/01/20	01	GALVANIZING COMPOUND	01-410-54-00-5435 INVOIC			
	79884	04/01/20	02	PAIL, LAUNDRY BASKET, SPRAY BOTTLES, BOUNCE SHEETS, SHOUT, LAUNDRY SOAP	** COMMENT **		54.84	
					INVOIC	E TOTAL:	54.84	*
	79908	04/01/20	01	5 GALLON PAILS		E TOTAL:	10.44	
	79920	04/01/20		SPRING SNAPS, EPOX, SCREWS, BOLTS	79-790-56-00-5640 ** COMMENT **		32.55	
					INVOIC	E TOTAL:	32.55	*
	80001	04/02/20	02	LOCK WASHERS, BOLTS, HINGE STRAPS, NUTS, CASTERS, SCREW HOOKS			117.37	
			0.3	HOURS		E TOTAL:	117.37	*
	80089	04/03/20	01 02	WOOD PROTECTOR, CLOTH, CAR WASH, POLY SPRAYER	79-790-56-00-5640 ** COMMENT **		60.90	
						E TOTAL:	60.90	*
	80295	04/05/20	01	DISH SOAP		COVID-19 E TOTAL:		
	80387	04/06/20	01 02 03	HOSE, TOOL BOX LINER, HOSE REEL, MULTILEVEL WORKSHOP SHELF	01-210-56-00-5620 ** COMMENT ** ** COMMENT **		278.92	
			0.0		INVOIC	E TOTAL:	278.92	*
	80401	04/06/20	01	WASHERS, SCREWS, STUDS	01-210-56-00-5620		21.54	

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01-410	STREET OPERATIONS
01-540 H	HEALTH & SANITATION
01-640	ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA 12-112 SUNFLOWER ESTATES 15-155 MOTOR FUEL TAX(MFT) 23-216 MUNICIPAL BUILDING 23-230 CITY-WIDE CAPITAL 25-205 POLICE CAPITAL 25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL 42-420 DEBT SERVICE 51-510 WATER OPERATIONS 52-520 SEWER OPERATIONS 72-720 LAND CASH 79-790 PARKS DEPARTMENT 79-795 RECREATION DEPARTMENT 82-820 LIBRARY OPERATIONS 84-840 LIBRARY CAPITAL 87-870 COUNTRYSIDE TIF 88-880 DOWNTOWN TIF 89-890 DOWNTOWN TIF II 90-XXX DEVELOPER ESCROW 95-XXX ESCROW DEPOSIT

21.54 *

INVOICE TOTAL:

0 UNITED CITY OF YORKVILLE 8 CHECK REGISTER

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532632	MENLAND	MENARDS - YORKVILLE						
	80425	04/06/20	01	POWER STRIP		20 COVID-19 OICE TOTAL:		*
	80470	04/07/20	01	SHELVING RETURN CREDIT		20 OICE TOTAL:	-34.99 -34.99	
	80543	04/08/20	01	PAINT, ROLLERS, TAPE, TRAYS		20 OICE TOTAL:	20.20	
					CHECK TOTAL:		7	749.44
532633	METROWES	METRO WEST COG						
	4291	03/09/20		02/27 BOARD MEETING-OLSON & PURCELL	** COMMENT **		80.00	
						OICE TOTAL:	80.00	
					CHECK TOTAL:			80.00
532634	MIDWSALT	MIDWEST SALT						
	P450975	03/03/20	01	BULK ROCK SALT		38 OICE TOTAL:	2,672.74 2,672.74	
	P451392	04/07/20	01	BULK ROCK SALT		38 OICE TOTAL:	2,802.45 2,802.45	
					CHECK TOTAL:		5,4	175.19
532635	NEMRT	NORTH EAST MULTI-REG	GIONAL	1				
	271746	03/29/20		1911 CLASS ARMORER-MIKOLASEK & MCMAHON	01-210-54-00-54: ** COMMENT **		330.00	
					INV	OICE TOTAL:	330.00	*
					CHECK TOTAL:		3	30.00

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15-155 MOTOR FUEL TAX(MFT)
23-216 MUNICIPAL BUILDING
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25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL
42-420 DEBT SERVICE
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS 84-840 LIBRARY CAPITAL 87-870 COUNTRYSIDE TIF 88-880 DOWNTOWN TIF 89-890 DOWNTOWN TIF II 90-XXX DEVELOPER ESCROW 95-XXX ESCROW DEPOSIT

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532636	NEOPOST QUADIENT	FINANCE USA,	INC				
	030320-PR	03/03/20	01	POSTAGE MEER REFILL		CE TOTAL:	100.00 100.00 *
					CHECK TOTAL:		100.00
532637	NICOR NICOR GA	.S					
	00-41-22-8748 4-0320	04/02/20	01	03/02-04/02 1107 PRAIRIE LANE		CE TOTAL:	48.87 48.87 *
	12-43-53-5625 3-0220	04/03/20	01	03/03-04/03 609 N BRIDGE		CE TOTAL:	62.33 62.33 *
	15-41-50-1000 6-0320	04/03/20	01	03/02-04/02 804 GAME FARM RD		CE TOTAL:	286.81 286.81 *
	15-64-61-3532 5-0320	04/02/20	01	03/02-04/02 1991 CANNONBALL TR		CE TOTAL:	41.52 41.52 *
	20-52-56-2042 1-0320	03/31/20	01	02/28-03/30 420 FAIRHAVEN		CE TOTAL:	118.37 118.37 *
	23-45-91-4862 5-0320	04/03/20	01	03/03-04/03 101 BRUELL ST		CE TOTAL:	121.12 121.12 *
	91-85-68-4012 8-0320	04/03/20	01	03/02-04/02 902 GAME FARM RD		CE TOTAL:	1,078.57 1,078.57 *
					CHECK TOTAL:		1,757.59
532638	OMALLEY O'MALLEY	WELDING & FA	ABRIC.	ATING			
	19240	04/01/20	01	TUBE	79-790-56-00-5640 INVOI	CE TOTAL:	180.00 180.00 *
					CHECK TOTAL:		180.00

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D001614	ORRK	KATHLEEN FIELD ORR &	ASSO	C.				
	16187	04/02/20	02 03 04 05	EMERGENCY MATTERS	90-154-00-00-0011 01-640-54-00-5456	COVID-19	7,062.75 43.00 1,773.75 430.00 150.50 1,000.00 10,460.00	*
					DIRECT DEPOSIT TOT	TAL:	10,4	60.00
532639	PARADISE	PARADISE CAR WASH						
	224070	03/03/20		MAR 2020 CAR WASH MAR 2020 CAR WASH	79-790-54-00-5495		9.00 9.00 18.00	*
	224095	04/02/20	01	MARCH 2020 CAR WASHES		CE TOTAL:	12.00 12.00	*
	224106	04/02/20	01	MAR 2020 CAR WASHES		CE TOTAL:	46.00 46.00	*
	224107	04/17/20		CHLORINE DIOXIDE DISINFECTING BOMB USED ON 14 SQUADS	** COMMENT **	COVID-19	350.00 350.00	*
					CHECK TOTAL:		4	26.00
D001615	PIAZZA	AMY SIMMONS						
	040120	04/01/20		03/18-03/31 MOBILE EMAIL REIMBURSEMENT	01-120-54-00-5440 ** COMMENT **	COVID-19	20.32	
					INVOIC	CE TOTAL:	20.32	*
					DIRECT DEPOSIT TOT	TAL:		20.32

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11-111 FOX HILL SSA
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52-520 SEWER OPERATIONS
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532640	PLANFILL PLAN	O CLEAN FILL						
	723	04/03/20	01	MAR 2020 DUMPING		162 70ICE TOTAL:	150.00 150.00 *	
					CHECK TOTAL:		150.	.00
532641	R0001835 BRII	TNIE & PAUL BREEN	N					
	178448	04/09/20	01	T-BALL REGISTRATION REFUND		104 COVID-19 OICE TOTAL:		
					CHECK TOTAL:		235.	.00
532642	R0001975 RYAN	HOMES						
	3141 LAUREN	04/03/20	01	SECURITY GUARANTEE REFUND		115 OICE TOTAL:	5,000.00 5,000.00 *	
	3333 CALEDONIA	04/03/20	01	SECURITY GUARANTEE REFUND		115 OICE TOTAL:	5,000.00 5,000.00 *	
					CHECK TOTAL:		10,000.	.00
532643	R0002221 GRAC	E COFFEE & WINE	INC					
	0001	04/08/20	01	SPRAY BOTTLES, HAND SANITIZER		520 COVID-19 FOICE TOTAL:	150.00 150.00 *	
					CHECK TOTAL:		150.	.00
532644	R0002340 PATI	'Y DAW						
	178375	04/03/20	01	BUNNY BREAKFAST REFUND		102 COVID-19 VOICE TOTAL:		
					CHECK TOTAL:		24.	.00

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79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
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89-890 DOWNTOWN TIF II
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532645	R0002341	KIWANIS CLUB OF YO	RKVILLE				
	040820-TOP	GOLF 04/08/2		PROFIT SPLIT FOR TOP	79-795-56-00-5606 ** COMMENT **		1,260.00
					INVO	ICE TOTAL:	1,260.00 *
					CHECK TOTAL:		1,260.00
532646	R0002342	RYAN BOHR					
	178395	04/06/2	0 01	BASEBALL TOURNAMENT REFUND		COVID-19	
					CHECK TOTAL:		400.00
532647	R0002343	CHRISTOPHER MEHOCH	KO				
	178392	04/06/2	0 01	BASEBALL TOURNAMENT REFUND		COVID-19	
					CHECK TOTAL:		200.00
532648	R0002344	DEREK ZOOK					
	178389	04/06/2	0 01	BASEBALL TOURNAMENT REFUND		COVID-19	200.00 *
					CHECK TOTAL:		200.00
532649	R0002345	ART STAFFORD					
	178366	04/03/2	0 01	BASEBALL TOURNAMENT REFUND		COVID-19	
					CHECK TOTAL:		400.00
532650	R0002346	BRIAN FOSTER					

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79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS
84-840 LIBRARY CAPITAL
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88-880 DOWNTOWN TIF
89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
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532650		BRIAN FOSTER					
	178372	04/03/20	01	BASEBALL TOURNAMENT REFUND		COVID-19 CE TOTAL:	
					CHECK TOTAL:		350.00
532651	R0002347	MATT O'CONNOR					
	178368	04/03/20	01	BASEBALL TOURNAMENT REFUND		COVID-19 CE TOTAL:	400.00
					CHECK TOTAL:		400.00
532652	R0002348	PAUL VOGT					
	178374	04/03/20	01	BASEBALL TOURNAMENT REFUND		COVID-19 CE TOTAL:	400.00
					CHECK TOTAL:		400.00
532653	R0002349	LEE BARKER					
	178437	04/08/20	01	BASEBALL TOURNAMENT REFUND		COVID-19 CE TOTAL:	350.00 350.00 *
					CHECK TOTAL:		350.00
532654	R0002350	STEPHANIE PETERSON					
	178446	04/09/20	01	BASEBALL TOURNAMENT REFUND	79-000-44-00-4402 INVOI	COVID-19 CE TOTAL:	155.00 155.00 *
					CHECK TOTAL:		155.00
532655	R0002351	DAN TRANSIER					

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
12-112 SUNFLOWER ESTATES
15-155 MOTOR FUEL TAX(MFT)
23-216 MUNICIPAL BUILDING
23-230 CITY-WIDE CAPITAL
25-205 POLICE CAPITAL
25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL 42-420 DEBT SERVICE 51-510 WATER OPERATIONS 52-520 SEWER OPERATIONS 72-720 LAND CASH 79-790 PARKS DEPARTMENT 79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS 84-840 LIBRARY CAPITAL 87-870 COUNTRYSIDE TIF 88-880 DOWNTOWN TIF 89-890 DOWNTOWN TIF II 90-XXX DEVELOPER ESCROW 95-XXX ESCROW DEPOSIT

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TIME: 10:52:28 CHECK REGISTER

ID: AP211001.WOW Page 32 of 35

INVOICES DUE ON/BEFORE 04/28/2020

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITE1 #		ACCOUNT #	PROJECT CODE	ITEM AMT	
532655	R0002351	DAN TRANSIER						
	178471	04/13/20	01	T-BALL REGISTRATION REFUND		COVID-19	30.00 30.00	*
					CHECK TOTAL:			30.00
532656	RESPONSE	RESPONSIVE NETWORKS	SERVI	ICES				
	21801	04/06/20	01 02	JAN-MAR 2020 ENDPOINT PROTECTION LICENSE RENEWALS	01-210-56-00-5635 ** COMMENT **		105.00	
					INVOI	CE TOTAL:	105.00	*
					CHECK TOTAL:		1	05.00
532657	SFBCT	SWFVCTC						
	YV4Q2019	03/02/20	02	40% OF 4TH QTR 2019 CABLE FRANCHISE PAYMENT OF \$63,128.97	01-640-54-00-5475 ** COMMENT ** ** COMMENT **		25,251.59	
			03	703,120.97	* *	CE TOTAL:	25,251.59	*
					CHECK TOTAL:		25,2	51.59
532658	SMITHERE	SMITHEREEN PEST MAN	IAGEMEN	T				
	2158987	03/20/20	01	PEST CONTROL @ 610 TOWER	23-216-54-00-5446 INVOI	CE TOTAL:	88.00 88.00	*

01 MILEAGE REIMBURSEMENT TO DROP

02 TRUCK OFF AT MONROE EQUIPMENT

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
01-640 ADMINISTRATIVE SERVICES

TOM SOELKE

04/09/20

11-111 FOX HILL SSA
12-112 SUNFLOWER ESTATES
15-155 MOTOR FUEL TAX(MFT)
23-216 MUNICIPAL BUILDING
23-230 CITY-WIDE CAPITAL
25-205 POLICE CAPITAL
25-215 PUBLIC WORKS CAPITAL

03 IN JOLIET

25-225 PARKS & REC CAPITAL
42-420 DEBT SERVICE
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

CHECK TOTAL:

52-520-54-00-5415

** COMMENT **

DIRECT DEPOSIT TOTAL:

INVOICE TOTAL:

** COMMENT **

82-820 LIBRARY OPERATIONS 84-840 LIBRARY CAPITAL 87-870 COUNTRYSIDE TIF 88-880 DOWNTOWN TIF 89-890 DOWNTOWN TIF II 90-XXX DEVELOPER ESCROW 95-XXX ESCROW DEPOSIT 88.00

31.28

31.28

31.28 *

UNITED CITY OF YORKVILLE TIME: 10:52:28 CHECK REGISTER

AP211001.W0W

INVOICES DUE ON/BEFORE 04/28/2020

CHECK #	VENDOR # INVOICE #	INVOI DATE	CE ITEI #		ACCOUNT #	PROJECT CODE	ITEM AMT
532659	SPEEDWAY	FLEETCOR SUPERFL	EET MAST	ERCARD			
	FB638-0411	20 04/11	/20 01	MAR 2020 GASOLINE	01-210-56-00-569 INVC	5 ICE TOTAL:	186.50 186.50 *
					CHECK TOTAL:		186.50
532660	VITOSH	CHRISTINE M. VITO	OSH				
	CMV 1977	03/27	/20 01	MARCH 2020 ADMIN HEARING	01-210-54-00-546 INVO	2 ICE TOTAL:	200.00
					CHECK TOTAL:		200.00
532661	WELDSTAR	WELDSTAR					
	01845590	03/24	/20 01	CYLINDER RENTAL	01-410-54-00-548 INVO	5 ICE TOTAL:	33.64 33.64 *
					CHECK TOTAL:		33.64
532662	YOUNGM	MARLYS J. YOUNG					
	0111054005	462 04/01		03/05/20 PUBLIC SAFETY MEETING MINUTES	01-110-54-00-546 ** COMMENT **	2	61.75
					INVC	ICE TOTAL:	61.75 *
					CHECK TOTAL:		61.75

TOTAL CHECKS PAID: 160,053.47 TOTAL DIRECT DEPOSITS PAID: 11,300.92 TOTAL AMOUNT PAID: 171,354.39

01-110 ADMINISTRATION 01-120 FINANCE 01-210 POLICE 01-220 COMMUNITY DEVELOPMENT 01-410 STREET OPERATIONS 01-540 HEALTH & SANITATION 01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA 12-112 SUNFLOWER ESTATES 15-155 MOTOR FUEL TAX(MFT) 23-216 MUNICIPAL BUILDING 23-230 CITY-WIDE CAPITAL 25-205 POLICE CAPITAL 25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL 42-420 DEBT SERVICE 51-510 WATER OPERATIONS 52-520 SEWER OPERATIONS 72-720 LAND CASH 79-790 PARKS DEPARTMENT 79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS 84-840 LIBRARY CAPITAL 87-870 COUNTRYSIDE TIF 88-880 DOWNTOWN TIF 89-890 DOWNTOWN TIF II 90-XXX DEVELOPER ESCROW 95-XXX ESCROW DEPOSIT

Page 33 of 35



UNITED CITY OF YORKVILLE PAYROLL SUMMARY April 17, 2020

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	\$ 908.34	\$ -	\$ 908.34	\$ -	\$ 69.49	\$ 977.83
ALDERMAN	3,800.00	-	3,800.00	-	290.70	4,090.70
ADMINISTRATION	20,110.09	-	20,110.09	2,246.29	1,484.24	23,840.62
FINANCE	11,203.46	-	11,203.46	1,251.42	829.74	13,284.62
POLICE	118,639.35	679.86	119,319.21	835.43	8,715.68	128,870.32
COMMUNITY DEV.	19,119.68	-	19,119.68	2,135.67	1,402.33	22,657.68
STREETS	15,831.02	-	15,831.02	1,768.33	1,148.14	18,747.49
WATER	16,277.76	234.34	16,512.10	1,844.40	1,201.13	19,557.63
SEWER	8,903.10	-	8,903.10	994.47	640.44	10,538.01
PARKS	21,009.63	-	21,009.63	2,346.77	1,529.55	24,885.95
RECREATION	14,299.78	-	14,299.78	1,511.74	1,054.97	16,866.49
LIBRARY	16,972.03	-	16,972.03	1,176.64	1,267.19	19,415.86
TOTALS	\$ 267,074.24	\$ 914.20	\$ 267,988.44	\$ 16,111.16	\$ 19,633.60	\$ 303,733.20

TOTAL PAYROLL

\$ 303,733.20



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, April 28, 2020

ACCOUNTS PAYABLE		DATE	
Manual City Check Register (Page 1)		04/08/2020	3,550.00
City MasterCard Bill Register (Pages 2 - 10)		04/25/2020	148,181.46
City Check Register (Pages 11 - 33)		04/28/2020	171,354.39
	SUB-TOTAL:		\$323,085.85
PAYROLL			
Bi - Weekly (Page 34)		04/17/2020	\$ 303,733.20
	SUB-TOTAL:		\$ 303,733.20
TOTAL DISE	BURSEMENTS:		\$ 626,819.05



Reviewed By:		
	Legal	
	Finance	I Ш
	Engineer	
City Adn	ninistrator	
Human I	Resources	
Community Dev	elopment	
	Police	
Pub	lic Works	
Parks and R	Recreation	

Agenda Item Number
Mayor's Report #1
Tracking Number
CC 2020-27

Agenda Item Summary Memo

Title: Ordinar	ce Granting Emergency Powers to the Mayor of the United City of Yorkville
Meeting and Da	te: City Council – April 28, 2020
Synopsis: Pleas	se see attached.
Council Action	Previously Taken:
Date of Action:	Action Taken:
Item Number:	
Type of Vote Re	equired: Majority
Council Action	Requested: Approval
Submitted by:	Mayor John Purcell
_	Name Department
	Agenda Item Notes:

Ordinance No. 2020-

AN ORDINANCE GRANTING EMERGENCY POWERS TO THE MAYOR OF THE UNITED CITY OF YORKVILLE

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

WHEREAS, the United States Centers for Disease Control (CDC), the United States Department of Health and Human Services (HHS), and the World Health Organization (WHO) have each determined that SARS-CoV-2 virus causes the COVID-19 respiratory disease which is a new strain of coronavirus that had not been previously identified in humans and is easily spread from person to person causing serious illness or death; and

WHEREAS, on January 31, 2020, the Secretary of HHS declared a public health emergency for the entire United States of America concerning COVID-19; on March 9, 2020, Governor Pritzker issued a disaster proclamation concerning the spread of COVID-19 in Illinois; and on March 13, 2020 President Trump declared a national emergency concerning the COVID-19 pandemic; and

WHEREAS, the Illinois Department of Public Health has now confirmed localized community person-to-person transmission of COVID-19 in Illinois, significantly increases the risk of exposure and infection to Illinois' general public and creating an extreme public health risk in the City and throughout the State. As has been experienced around the world, the SARS-CoV-2 virus has the potential to infect large numbers of people in a short amount of time, placing extreme burdens on the health care system and the economy; and

WHEREAS, in order to prevent the spread of COVID-19 in the City, and to protect the residents of the City from disease and death, the Mayor and City Council deem it to be in the best interest of the City's residents, business owners, City officials and City staff to declare a State of Emergency and authorize the Mayor to undertake the actions hereinafter set forth deemed necessary to respond to this emergency; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-1-6, provides for the declaration of a state of emergency and the grant of extraordinary authority to the Mayor by ordinance passed by the City Council; and

WHEREAS, the Illinois Emergency Management Agency Act, 20 ILCS 3305/11, further provides for emergency local disaster declaration by the principal executive officer or his or her interim emergency successors, which is the Mayor in the case of the City.

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

Section 1. – RECITALS

The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. – LOCAL STATE OF EMERGENCY

It is hereby found that the declaration of the Department of Health and Human Services and the proclamation of the Governor of the State of Illinois of the existence of a pending disaster collectively affirm there exists a State of Emergency in the City.

Section 3. – ORDERS AUTHORIZED

In the interest of public safety and welfare and to address the issues caused by the emergency, the Mayor is authorized to take the following actions during the State of Emergency:

- 1) Take all actions reasonably necessary to respond to the emergency;
- 2) Approve previously appropriated expenditures of the City for the purpose of continuing the operations of the City;
- 3) In the event the State of Emergency extends beyond the current fiscal year and a new budget has not been approved, the Mayor shall be authorized to approved new spending by the City during the existence of this State of Emergency;
- 4) Order the closing of all retail liquor stores, including taverns and private clubs or portions thereof wherein the consumption of intoxicating liquor and beer is permitted;
- 5) Order the discontinuance of the sale of alcoholic liquor by any wholesaler or retailer;

- 6) Order the discontinuance of selling, distributing or giving away gasoline or other liquid flammable or combustible products in any container other than a gasoline tank properly affixed to a motor vehicle;
- 7) Order the discontinuance of selling, distributing, dispensing or giving away of any firearms or ammunition of any character whatsoever;
- 8) Take any and all actions authorized by the Illinois Emergency Management Agency Act, 20 ILCS 3305/1 et seq., and in particular those set out in Section 10 "Local Disaster Declarations" as may be made applicable to the City;
- 9) Suspend collective bargaining agreement terms other than compensation;
- 10) Authorize the delay or suspension of City programs or services, application deadlines, penalty or late payment provisions associated with payment of City fees, adjudication hearings, code enforcement, and zoning provisions;
- 11) Implement such emergency procedures as may be necessary for the preservation of the health and safety of City employees;
- 12) Execute contracts for the purchase of goods and services to respond to and recover from the COVID-19 pandemic;
- 13) Implement alternative staffing, protocols, and procedures for the City's Police Department and Public Works Department;
- 14) Order a general curfew applicable to such geographical areas of the City or to the City as a whole, as deemed necessary in the interest of the public safety and welfare.
- 15) Cooperate and coordinate with all emergency operations of the County of Kendall, State of Illinois and all other local governments to best utilize the resources of all governments and agencies in the area to respond to the state of emergency.

Section 4. – DURATION

This Ordinance shall be in full force and effect until the first to occur, a declaration that the State of Emergency no longer exists or the first regular meeting of the City Council after the state of emergency has been declared. This Ordinance may be reinstated by the City Council at any regular meeting so long as the state of emergency remains.

Section 5. – NOTICE

A copy of this Ordinance shall be posted at City Hall, Police Department, Yorkville Public Library and at the Parks and Recreation offices.

Section 6. This ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed by the City Coun-	cil of the United City of Yorkville, Kendall C	ounty, Illinois this
day of	, A.D. 2020.	
	CITY CLERK	
KEN KOCH	DAN TRANSIER	
JACKIE MILSCHEWSKI	ARDEN JOE PLOCHER	
CHRIS FUNKHOUSER	JOEL FRIEDERS	
SEAVER TARULIS	JASON PETERSON	
APPROVED by me, as this day of	Mayor of the United City of Yorkville, Kenda, A.D. 2020.	all County, Illinois
	MAYOR	
Attest:		
CITY CLERK		



Review	ed	By

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

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Agenda	Item	Num	hei
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Mayor's Report #2

Tracking Number

CC 2020-28

Agenda Item Summary Memo

Title: Appointment	of Department Heads	
Meeting and Date:	City Council – April 28, 2020	
Synopsis:		
Council Action Pre	viously Taken:	
Date of Action:	Action Taken:	
Item Number:		
Type of Vote Requi	red:	
Council Action Req	uested:	
Submitted by:	Mayor John Purcell	
	Name	Department

Agenda Item Notes:

- 1) City Administrator and Budget Officer Bart Olson, term of 1 year through 5-15-21
- 2) City Clerk Lisa Pickering, term of 1 year through 05-15-21
- 3) City Treasurer and Director of Finance Rob Fredrickson, term of 1 year through 05-15-21
- 4) Director of Public Works Eric Dhuse, term of 1 year through 05-15-21
- 5) Director of Parks and Recreation Tim Evans, term of 1 year through 05-15-21
- 6) Building Inspector/Zoning Officer Pete Ratos, term of 1 year through 05-15-21
- 7) City Engineer Engineering Enterprises, Inc., term of 1 year through 05-15-21
- 8) City Attorney Kathleen Field Orr, term of 1 year through 05-15-21



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Public Works	
Parks and Recreation	

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Agenda Item Nui	mbei	t

Mayor's Report #3

Tracking Number

CC 2020-29

Agenda Item Summary Memo

Title: Proclamation	for Motorcycle Awarenes	s Month	
Meeting and Date:	City Council – April 28,	2020	
Synopsis:			
Council Action Pre	viously Taken:		_
Date of Action:	Action Ta	aken:	
Item Number:			
Type of Vote Requi	red: None		
Council Action Req	uested:		
Submitted by:	Mayor John Purcell Name	Department	
		Item Notes:	
		_	

UNITED CITY OF YORKVILLE

Motorcycle Awareness Month Proclamation

WHEREAS, safety is the highest priority for the highways and streets of our City and State; and

WHEREAS, the great State of Illinois is proud to be a national leader in motorcycle safety, education and awareness; and

WHEREAS, motorcycles are a common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

WHEREAS, it is especially meaningful that the citizens of our City and State be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, the members of A.B.A.T.E. of Illinois, Inc. (A Brotherhood Aimed Toward Education), continually promote motorcycle safety, education and awareness in high school drivers' education programs and to the general public in our City and State, presenting motorcycle awareness programs to over 120,000 participants in Illinois over the past five years; and

WHEREAS, all motorcyclists should join with A.B.A.T.E. of Illinois, Inc. in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education, awareness and respect of the citizens of our City and State; and

WHEREAS, the motorcyclists of Illinois have contributed extensive volunteerism and money to national and community charitable organizations; and

WHEREAS, during the month of May, all roadway users should unite in the safe sharing of the roadways within the United City of Yorkville and throughout the State of Illinois.

NOW, THEREFORE, I, John Purcell, Mayor of the United City of Yorkville, in the great state of Illinois, in recognition of 33 years of A.B.A.T.E. of Illinois, Inc., and over 293,676 registered motorcyclists statewide, and in recognition of the continued role Illinois serves as a leader in motorcycle safety, education and awareness, do hereby proclaim the Month of May 2020 as Motorcycle Awareness Month in the United City of Yorkville, and urge all motorists to join in an effort to improve safety and awareness on our roadways.

Dated this 28 th day of April, 2020, A.D.	
	Iohn Purcell Mayor



Reviewed By:

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

Agenda Item Number

Public Works Committee #1

Tracking Number

CC 2020-30

Agenda Item Summary Memo

Title: Capital Project Update				
Meeting and Date:	City Council – April	28, 2020		
Synopsis: Status U	pdate			
Council Action Pre	viously Taken:			
Date of Action:	Actio	on Taken:		
Item Number:				
Type of Vote Requi	ired:			
Council Action Rec	quested: None			
Submitted by:	Brad Sanderson	Engineering		
	Name	Department		
	Age	nda Item Notes:		



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, City Clerk

Date: April 2, 2020

Subject: Capital Improvement Projects Update

The purpose of this memo is to update the Public Works Committee as to the status of the several projects. A summary on the status of the projects is provided below:

Construction Projects

Water Treatment Plans 8/9 Media Replacement

Contract has been awarded to Global Water Services, LLC. Construction has commenced. The project completion date is May 19th.

2019 RTBR

The project is substantially complete. Final restoration will be addressed in the spring.

East Orange Street Water Main Improvements

The project is substantially complete. Final punch list items will be addressed in the spring.

Planning/Design Projects

Mill Road Reconstruction

Final design is approximately 95% complete. ROW acquisition is complete. The railroad agreements are being finalized and should be to the City soon for consideration of approval. Utility relocates are underway.

2020 RTBR

Contract has been awarded to Geneva Construction Co. pending budget review. The contract completion date is July 10th.

Elizabeth Street Water Main Replacement

Bids were received and will be reviewed at April 21st Public Works Committee Meeting.



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Human Resources	
Community Development	
Police	
Public Works	
Parks and Recreation	

Agenda Item Number

Public Works Committee #2

Tracking Number

CC 2020-31

Agenda Item Summary Memo

Title: Bond/LOC Reduction Summary – March 31, 2020				
Meeting and Date:	City Council – April 28, 202	20		
Synopsis: Informati	onal			
Council Action Pres	viously Taken:			
Date of Action:	Action Taker	n:		
Item Number:				
Type of Vote Requi	red:			
Council Action Req	uested: Informational			
Submitted by:		Engineering		
	Name	Department		
	Agenda Iter	n Notes:		



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, City Clerk

Date: March 31, 2020

Subject: 2020 Bond/LOC Reduction Summary – To Date

Please see the attached reduction summary through March 31, 2020. If you have any questions, please let me know.

2020 Bond and Letter of Credit Reduction Report

Date	Development/Project	Engineer Concurrence	City Administrator Concurrence	Mayor Concurrence	Reduction	Final Release	Reduction Value	Remaining Balance
12/20/2019	Lot 6B - Kendall Crossing (508 Center Parkway)	Х	X			Х	\$ 10,980.00	\$ -
1/16/2020	Lot 4 - Kendall Crossing (Holiday Inn Express)	X	X		Х		\$ 9,900.00	\$ 43,980.00



Reviewed By:

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

Agenda Item Number

Public Works Committee #3

Tracking Number

CC 2020-32

Agenda Item Summary Memo

Title: Elizabeth Street Water Main Improvements					
Meeting and Date:	City Council – April 28,	2020			
Synopsis: See attach	ned memo dated April 23,	2020.			
Council Action Prev	iously Taken:				
Date of Action:	Action Ta	ken:			
Item Number:					
Type of Vote Requir	red:				
Council Action Requ	uested: Reject all bids, do	elay project indefinitely			
Submitted by:	Bart Olson Name	Administration Department			
	Agenda l	Item Notes:			



Memorandum

To: City Council

From: Bart Olson, City Administrator

CC:

Date: April 23, 2020

Subject: Elizabeth St Watermain Improvements

Summary

Consideration to delay the Elizabeth St Watermain Improvement project.

Background

The City has around \$600,000 in the FY 21 water fund budget for the Elizabeth St Watermain Improvement project. This watermain is more than 60 years old and services over 24 homes directly, and many more indirectly. This project will improve fire protection and water quality but is not being done because of a health or safety risk.

The project was bid out in Spring 2020, and bids are attached for your review. We were prepared to recommend approval (staff memo attached) of the contracts for work at the March 17th Public Works Committee meeting, which was cancelled at the start of the pandemic. Since then, the staff have held off on the recommendation for the agenda item while pandemic issues were addressed.

Recommendation

Because of the large price tag for the project, our desire to protect organization cash-flow, and the project's lack of urgency as it relates to health, safety, or legal mandate, we recommend rejecting all bids and delaying the project indefinitely.



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, City Clerk

Date: March 10, 2020

Subject: Elizabeth Street Water Main Improvements

Bids were received, opened and tabulated for work to be done on the project at 10:00 a.m., March 6, 2020. Representatives of contractors bidding the project, Carri Parker (Purchasing Manager) and our firm were in attendance. A tabulation of the bids which includes the engineer's estimate is attached for your information and record. The low bid was below our engineer's estimate and within the FY2021 budget.

Therefore, we recommend the acceptance of the bid and approval of award be made to the low bidder, Superior Excavating Co., 424 San Carlos Road, Minooka, Illinois 60447 in the amount of \$412,973.00.

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



BID TABULATION ELIZABETH STREET WATER MAIN IMPROVEMENTS UNITED CITY OF YORKVILLE

	BID TAB BIDS RECD	ULATION 3/6/2020		CAVATING CO. Carlos Rd IL 60447	722 E. South	SONS SEWER Street, Unit D IL 60545	CONLEY EXCA 1555 Gra Morris, II	mercy PI.	PERFORMANCE 217 W. Jo Plano, IL	hn Street	52 Wh	R'S ESTIMATE eeler Road ove, IL 60554
ITEM NO. DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1 TREE REMOVAL, 6-15 UNIT DIAMETER	UNIT	10	\$ 50.00	\$ 500.00	\$ 25.00	\$ 250.00	\$ 35.00	\$ 350.00	\$ 75.00	\$ 750.00	\$ 50.0	\$ 500.00
2 TREE ROOT PRUNING	EACH	1	\$ 250.00	\$ 250.00	\$ 110.00	\$ 110.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 200.0	\$ 200.00
3 CONNECTION TO EXISTING WATER MAIN, 6-INCH	EACH	1	\$ 2,800.00	\$ 2,800.00	\$ 3,000.00	\$ 3,000.00	\$ 1,300.00	\$ 1,300.00	\$ 7,000.00	\$ 7,000.00	\$ 3,500.0	3,500.00
4 CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	1	\$ 2,900.00					\$ 1,950.00		\$ 8,000.00		
5 WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 6-INCH	LF	20	\$ 53.00	\$ 1,060.00	\$ 72.00	\$ 1,440.00	\$ 90.00	\$ 1,800.00	\$ 56.00	\$ 1,120.00	\$ 100.0	\$ 2,000.00
6 WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	LF	1,468	\$ 92.00	\$ 135,056.00	\$ 75.00	\$ 110,100.00	\$ 76.00	\$ 111,568.00	\$ 92.00	\$ 135,056.00	\$ 105.0	\$ 154,140.00
7 GATE VALVE (RESILIENT SEAT) IN VALVE BOX, 8-INCH	EACH	3	\$ 1,766.00	\$ 5,298.00	\$ 2,000.00	\$ 6,000.00	\$ 2,450.00	\$ 7,350.00	\$ 4,000.00	\$ 12,000.00	\$ 2,000.0	\$ 6,000.00
8 FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	6	\$ 4,809.00	\$ 28,854.00	\$ 5,500.00	\$ 33,000.00	\$ 6,015.00	\$ 36,090.00	\$ 6,000.00	\$ 36,000.00	\$ 5,000.0	30,000.00
9 DUCTILE IRON FITTINGS	LB	1,168	\$ 11.00	\$ 12,848.00	\$ 5.00	\$ 5,840.00	\$ 8.00	\$ 9,344.00	\$ 1.00	\$ 1,168.00	\$ 6.0	7,008.00
10 WATER MAIN PROTECTION, PVC C-900, 12-INCH	LF	21	\$ 38.00	\$ 798.00	\$ 92.00	\$ 1,932.00	\$ 73.50	\$ 1,543.50	\$ 90.00	\$ 1,890.00	\$ 80.0	1,680.00
11 NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TON	50	\$ 10.00	\$ 500.00	\$ 1.00	\$ 50.00	\$ 1.00	\$ 50.00	\$ 25.00	\$ 1,250.00	\$ 50.0	2,500.00
12 NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TON	50	\$ 10.00	\$ 500.00	\$ 1.00	\$ 50.00	\$ 1.00	\$ 50.00	\$ 5.00	\$ 250.00	\$ 50.0	2,500.00
13 FOUNDATION MATERIAL	CY	25	\$ 5.00	\$ 125.00	\$ 1.00	\$ 25.00	\$ 61.00	\$ 1,525.00	\$ 10.00	\$ 250.00	\$ 30.0	\$ 750.00
14 EXPLORATORY EXCAVATION	EACH	1	\$ 200.00	\$ 200.00	\$ 450.00	\$ 450.00	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00	\$ 500.0	\$ 500.00
15 WATER SERVICE CONNECTION, 1-INCH	EACH	24	\$ 1,600.00	\$ 38,400.00	\$ 1,800.00	\$ 43,200.00	\$ 970.00	\$ 23,280.00	\$ 3,000.00	\$ 72,000.00	\$ 1,500.0	\$ 36,000.00
16 WATER SERVICE PIPE, PEX, 1-INCH	LF	680	\$ 18.00	\$ 12,240.00	\$ 31.00	\$ 21,080.00	\$ 49.50	\$ 33,660.00	\$ 23.00	\$ 15,640.00	\$ 30.0	\$ 20,400.00
17 DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	2	\$ 1,000.00	\$ 2,000.00	\$ 1,200.00	\$ 2,400.00	\$ 2,000.00	\$ 4,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,000.0	\$ 4,000.00
18 VALVE BOX TO BE ABANDONED	EACH	2	\$ 150.00	\$ 300.00	\$ 50.00	\$ 100.00	\$ 600.00	\$ 1,200.00	\$ 150.00	\$ 300.00	\$ 250.0	\$ 500.00
19 FIRE HYDRANT REMOVAL	EACH	2	\$ 500.00	\$ 1,000.00	\$ 740.00	\$ 1,480.00	\$ 1,250.00	\$ 2,500.00	\$ 400.00	\$ 800.00	\$ 600.0) \$ 1,200.00
20 WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 4,350.00	\$ 4,350.00	\$ 4,000.00	\$ 4,000.00	\$ 4,500.0	\$ 4,500.00
21 CULVERT REMOVAL AND REPLACEMENT, GALVANIZED CORRUGATED STEEL P	LF	190	\$ 33.00	\$ 6,270.00	\$ 83.00	\$ 15,770.00	\$ 67.00	\$ 12,730.00	\$ 60.00	\$ 11,400.00	\$ 30.0	5,700.00
22 CULVERT REMOVAL AND REPLACEMENT, HDPE, 12-INCH	LF	30	\$ 25.00	\$ 750.00	\$ 83.00	\$ 2,490.00	\$ 79.00	\$ 2,370.00	\$ 50.00	\$ 1,500.00	\$ 35.0	\$ 1,050.00
23 STORM INLET TYPE A, 2' DIA W/ TYPE 8 GRATE	EACH	1	\$ 1,400.00	\$ 1,400.00	\$ 2,000.00	\$ 2,000.00	\$ 2,710.00	\$ 2,710.00	\$ 2,000.00	\$ 2,000.00	\$ 1,750.0	\$ 1,750.00
24 STORM SEWER, N-12 HDPE, 12-INCH	LF	60	\$ 35.00	\$ 2,100.00	\$ 75.00	\$ 4,500.00	\$ 52.50	\$ 3,150.00	\$ 60.00	\$ 3,600.00	\$ 75.0	\$ 4,500.00
25 CONNECT TO EXISTING STORM MANHOLE	EA	1	\$ 1,700.00	\$ 1,700.00	\$ 1,200.00	\$ 1,200.00	\$ 2,250.00	\$ 2,250.00	\$ 1,600.00	\$ 1,600.00	\$ 1,000.0	\$ 1,000.00
26 CULVERT REMOVAL	LF	120	\$ 5.00	\$ 600.00	\$ 5.00	\$ 600.00	\$ 35.00	\$ 4,200.00	\$ 35.00	\$ 4,200.00	\$ 50.0	\$ 6,000.00



BID TABULATION ELIZABETH STREET WATER MAIN IMPROVEMENTS UNITED CITY OF YORKVILLE

	BID TAB BIDS RECD	ULATION 3/6/2020		CAVATING CO. Carlos Rd IL 60447	722 E. South	SONS SEWER Street, Unit D L 60545		AVATING. INC. mercy Pl. L 60450	PERFORMANCE CO 217 W. John S Plano, IL 60	Street	ENGINEER' 52 Whee Sugar Grov	
ITEM NO. DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
27 GRADING AND SHAPING DITCHES	LF	80	\$ 18.00							1,600.00		
28 SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	EACH	9	\$ 30.00	\$ 270.00	\$ 100.00	\$ 900.0		·		1,800.00	\$ 900.00	\$ 8,100.00
29 SANITARY MANHOLE TO BE ADJUSTED	EACH	1	\$ 417.00	\$ 417.00	\$ 1,000.00	\$ 1,000.0	3 1,700.00	\$ 1,700.00	\$ 500.00 \$	500.00	\$ 900.00	\$ 900.00
30 SANITARY MANHOLE TO BE ADJUSTED WITH NEW FRAME AND LID - TYPE 1	EA	3	\$ 678.00	\$ 2,034.00	\$ 1,800.00	\$ 5,400.0	2,650.00	\$ 7,950.00	\$ 800.00 \$	2,400.00	\$ 1,200.00	\$ 3,600.00
31 HOT-MIX ASPHALT PAVEMENT REMOVAL, FULL DEPTH	SY	152	\$ 6.00	\$ 912.00	\$ 10.00	\$ 1,520.0	\$ 21.20	\$ 3,222.40	\$ 11.00 \$	1,672.00	\$ 10.00	\$ 1,520.00
HOT-MIX ASPHALT PAVEMENT REMOVAL, 4-INCH	SY	2,420	\$ 7.00	\$ 16,940.00	\$ 6.00	\$ 14,520.0	6.00	\$ 14,520.00	\$ 6.00 \$	14,520.00	\$ 6.00	\$ 14,520.00
HOT-MIX ASPHALT BINDER COURSE, IL-19.0, 2.5-INCH	TON	350	\$ 86.00	\$ 30,100.00	\$ 80.00	\$ 28,000.0	\$ 78.75	\$ 27,562.50	\$ 75.00 \$	26,250.00	\$ 95.00	\$ 33,250.00
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50, 1.5-INCH	TON	210	\$ 99.00	\$ 20,790.00	\$ 91.00	\$ 19,110.0	90.30	\$ 18,963.00	\$ 86.00 \$	18,060.00	\$ 105.00	\$ 22,050.00
PCC PAVEMENT REMOVAL AND REPLACEMENT	SY	20	\$ 173.00	\$ 3,460.00	\$ 175.00	\$ 3,500.0	\$ 175.00	\$ 3,500.00	\$ 175.00 \$	3,500.00	\$ 150.00	\$ 3,000.00
36 AGGREGATE SUBGRADE IMPROVEMENT	CY	80	\$ 40.00	\$ 3,200.00	\$ 52.00	\$ 4,160.0	77.50	\$ 6,200.00	\$ 64.00 \$	5,120.00	\$ 75.00	\$ 6,000.00
37 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	245	\$ 3.00	\$ 735.00	\$ 5.00	\$ 1,225.0	3 4.80	\$ 1,176.00	\$ 4.50 \$	1,102.50	\$ 2.50	\$ 612.50
38 BITUMINOUS MATERIALS (PRIME/TACK COAT)	LB	1,630	\$ 1.20	\$ 1,956.00	\$ 1.00	\$ 1,630.0	1.16	\$ 1,890.80	\$ 1.05 \$	1,711.50	\$ 1.50	\$ 2,445.00
39 HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	9	\$ 25.00	\$ 225.00	\$ 20.00	\$ 180.0) \$ 142.50	\$ 1,282.50	\$ 20.00 \$	180.00	\$ 15.00	\$ 135.00
40 COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	35	\$ 46.00	\$ 1,610.00	\$ 45.00	\$ 1,575.0	58.00	\$ 2,030.00	\$ 46.00 \$	1,610.00	\$ 60.00	\$ 2,100.00
41 PCC DRIVEWAY REMOVAL AND REPLACEMENT	SY	136	\$ 89.00	\$ 12,104.00	\$ 89.00	\$ 12,104.0) \$ 127.50	\$ 17,340.00	\$ 95.00 \$	12,920.00	\$ 80.00	\$ 10,880.00
42 HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SY	366	\$ 39.00	\$ 14,274.00	\$ 38.00	\$ 13,908.0	\$ 61.50	\$ 22,509.00	\$ 52.00 \$	19,032.00	\$ 40.00	\$ 14,640.00
43 RETAINING WALL REMOVAL AND RESET	EA	2	\$ 466.00	\$ 932.00	\$ 1,000.00	\$ 2,000.0	3,500.00	\$ 7,000.00	\$ 1,000.00 \$	2,000.00	\$ 2,500.00	\$ 5,000.00
44 MAILBOX TO BE REMOVED AND RESET	EACH	12	\$ 5.00	\$ 60.00	\$ 200.00	\$ 2,400.0	200.00	\$ 2,400.00	\$ 200.00 \$	2,400.00	\$ 200.00	\$ 2,400.00
45 SIGN TO BE REMOVED AND RESET	EACH	2	\$ 50.00	\$ 100.00	\$ 200.00	\$ 400.0	200.00	\$ 400.00	\$ 160.00 \$	320.00	\$ 200.00	\$ 400.00
46 REPLACEMENT TREE, 2.5" CALIPER (MIN.), BALLED AND BURLAPPED	EACH	1	\$ 500.00	\$ 500.00	\$ 680.00	\$ 680.0	5 750.00	\$ 750.00	\$ 600.00 \$	600.00	\$ 700.00	\$ 700.00
47 RESTORATION	SY	1,805	\$ 13.00	\$ 23,465.00	\$ 8.00	\$ 14,440.0	20.00	\$ 36,100.00	\$ 11.00 \$	19,855.00	\$ 10.00	\$ 18,050.00
48 TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 1,500.00							39,000.00	\$ 15,000.00	
49 ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	15,000	\$ 1.00							15,000.00		
TOTAL BASE BID (Items 1 - 49)				412,973.00		434,819.0		474,016.70		518,677.00		\$ 483,780.50

% BELOW/ABOVE ENGINEER'S ESTIMATE -10.12% -2.02% 7.21%



Reviewed By:

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

Agenda Item Number

Public Works Committee #4

Tracking Number

CC 2020-33

Agenda Item Summary Memo

Title: Elizabeth Street Water Main Improvements – Construction Engineering Agreement						
Meeting and Date: City Council – April 28, 2020						
		020.				
Council Action Pr	eviously Taken:					
Date of Action:	Action Tal	ten:				
Item Number:						
Type of Vote Requ	nired:					
Council Action Re	quested:					
Submitted by:		Administration				
	Name	Department				
	Agenda I	tem Notes:				



Memorandum

To: City Council

From: Bart Olson, City Administrator

CC:

Date: April 23, 2020

Subject: Elizabeth St Watermain Improvements

Summary

Consideration to delay the Elizabeth St Watermain Improvement project.

Background

The City has around \$600,000 in the FY 21 water fund budget for the Elizabeth St Watermain Improvement project. This watermain is more than 60 years old and services over 24 homes directly, and many more indirectly. This project will improve fire protection and water quality but is not being done because of a health or safety risk.

The project was bid out in Spring 2020, and bids are attached for your review. We were prepared to recommend approval (staff memo attached) of the contracts for work at the March 17th Public Works Committee meeting, which was cancelled at the start of the pandemic. Since then, the staff have held off on the recommendation for the agenda item while pandemic issues were addressed.

Recommendation

Because of the large price tag for the project, our desire to protect organization cash-flow, and the project's lack of urgency as it relates to health, safety, or legal mandate, we recommend rejecting all bids and delaying the project indefinitely.

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the Scope of Services (Attachment B). Construction engineering will be provided for approximately 1,470 linear feet of 8-inch water main improvements including paving and drainage improvements on Elizabeth Street (see Attachment E for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$48,600. The hourly rates for this project are shown in the attached 2019 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

United States Resident Certification: (This certification must be included in all contracts

involving personal services by non-resident aliens and foreign entities in accordance with
requirements imposed by the Internal Revenue Services for withholding and reporting
federal income taxes.) The Contractor certifies that he/she is a: <u>x</u> United States Citizen
Resident Alien Non-Resident Alien The Internal Revenue Service requires that
taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.
Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its
Federal Tax Payer Identification Number or Social Security Number is (provided
separately) and is doing business as a (check one): Individual Real Estate
Agent Sole Proprietorship Government Entity Partnership Tax
Exempt Organization (IRC 501(a) only) x Corporation Not for Profit Corporation
Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

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

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimate of Level of Effort and Associated Cost

Attachment D: Anticipated Project Schedule

Attachment E: Location Map

Attachment F: 2019 Standard Schedule of Charges

L. Notices:

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

For the City:	For the ENGINEER:
City Administrator and City Clerk United City of Yorkville	Engineering Enterprises, Inc. 52 Wheeler Road
800 Game Farm Road Yorkville, IL 60560	Sugar Grove Illinois 60554

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

Agreed to thisday of	, 2020.
United City of Yorkville:	Engineering Enterprises, Inc.:
John Purcell Mayor	Brad Sanderson, P.E. Chief Operating Officer / President
Lisa Pickering City Clerk	Angie Smith Executive Assistant

STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or

connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include

conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

Attachment B – Scope of Services

CONSTRUCTION ENGINEERING

3.1 Construction Administration

- Prepare for, Attend and Facilitate the Preconstruction Meeting with the Contractor Including Preparation of Meeting Minutes
- Shop Drawing Review
- Prepare and Handout Construction Notice Flyers to Residents Including Temporary Water Loss Notices
- Coordinate with City Services (Garbage, Mail, Etc.)
- Review Engineering Plans, Specifications and Prepare Field Book
- Prepare Pay Estimates and Change Orders
- Gather certified payrolls and waivers of lien
- Provide Weekly Updates to City or as Required Based on Onsite Activities

3.2 Construction Layout and Record Drawings

- Stake Proposed Water Main and Storm Sewer
- Perform Post Construction Field Survey for Record Drawings
- Prepare and Review Record Drawings

3.3 Observation and Documentation

- Review Staked Water Main and Storm Sewer Layout
- Take Pre-Construction Videos and Photos of Pre-Existing Conditions
- Provide Resident Engineering Services for Construction
- Coordinate Any Required Testing on Behalf of the City and Review Test Reports
- Provide Quantity Tracking, Documentation and Daily Field Reports
- Perform Punch Walks, Prepare Punch List Letters and Provide Follow Up Inspections and Recommend Acceptance When Appropriate
- Prepare Project Closeout Paperwork



ATTACHMENT C ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR PROFESSIONAL ENGINEERING SERVICES FOR

EST. 1836

ORANGE CONT. 1836

ORANGE CONT. 1836

ORANGE CONT. 1836

Outstanding Service ~ Every Client ~ Every Day

ELIZABETH STREET WATER MAIN IMPROVEMENTS
United City of Yorkville, IL
March 10, 2020

		ENTITY:		ENGIN	EERING			SURVEYING		DRA	AFTING	ADMIN.	WORK	
			PRINCIPAL	SENIOR	SENIOR		SENIOR				SENIOR		ITEM	COST
WORK		PROJECT ROLE:	IN	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT	CAD	PROJECT		HOUR	PER
ITEM			CHARGE	MANAGER	ENGINEER	ENGINEER	MANAGER	MANAGER	TECHNICIAN	MANAGER	TECHNICIAN I	ADMIN.	SUMM.	ITEM
NO.	WORK ITEM	HOURLY RATE:	\$208	\$203	\$153	\$141	\$197	\$178	\$153	\$153	\$141	\$70		
CONSTRU	JCTION ENGINEERING													
3.1	Contract Administration		4	24	14	5	-	-	-	-	-	-	47	\$ 8,551
3.2	Construction Layout and Record Drawings		-	1	2	-	4	-	24	-	-	-	31	\$ 4,969
3.3	Observation and Documentation		-	4	210	4	=	-	-	-	-	1	219	\$ 33,576
	Construction	n Engineering Subtotal:	4	29	226	9	4	-	24	-	-	1	297	\$ 47,096
		PROJECT TOTAL:	4	29	226	9	4	-	24	-	-	1	297	47,096

DIRECT EXPENS	ES	
Printing =	\$	=
Mileage =	\$	300
Material Testing =	\$	1,200
Environmental Assessment =	\$	-
DIRECT EXPENSES =	\$	1,500

LABOR SUMMARY	
Engineering Expenses =	\$ 42,566
Surveying Expenses =	\$ 4,460
Drafting Expenses =	\$ -
Administrative Expenses =	\$ 70
TOTAL LABOR EXPENSES =	\$ 47,096

TOTAL EXPENSES =	\$ 48,596

\\Milkyway\EEI_Storage\Docs\Public\Yorkville\2019\YO1913-P Elizabeth Street Water Main Improvements\PSA\Construction\[04. Attachment C - Level of Effort - Phase III.xlsx)Fee Summary



ATTACHMENT D ANTICIPATED PROJECT SCHEDULE

ELIZABETH STREET WATER MAIN IMPROVEMENTS UNITED CITY OF YORKVILLE, IL March 10, 2020



Outstanding Service ~ Every Client ~ Every Day

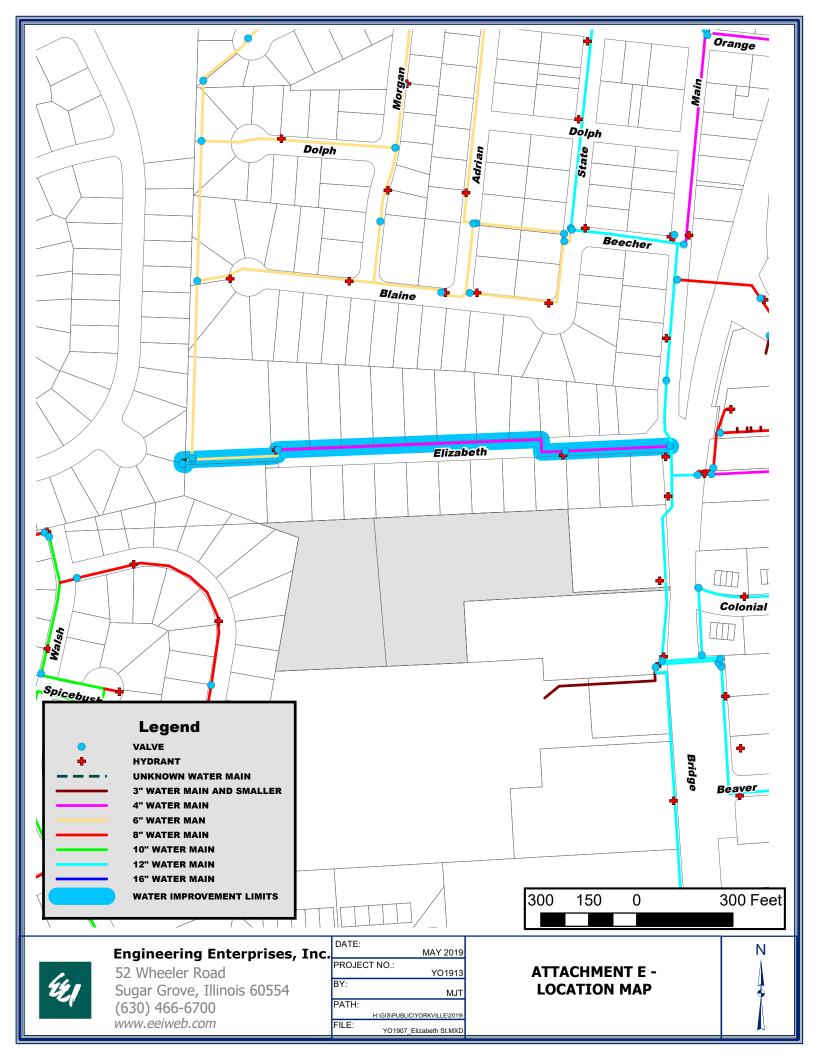
WORK		Year:																2020)													
ITEM		Month:		Marc	ch			April			Ма	ıy			June			July			Aug	ust		Sep	temb	er	(Octob	er	N/	ovemb	oer
NO.	WORK ITEM	Week Starting:	1	2	3	4	1 2	2 3	3 4	1	2	3	4	1 2	2 3	4	1	2 3	3 4	1	2	3	4 1	2	3	4	1	2 3	4	1	2 3	3 4
CONSTRUC	CTION ENGINEERING																															
3.1	Contract Administration																													Ш		
3.2	Construction Layout and Record Drawings																															
3.3	Observation and Documentation																															

Legend								
Project Management & QC/QA Meeting(s) Design	Permitting Bidding and Contracting Construction							

Anticipated Schedule:

Pre Construction Meeting 6/15/2020
Construction Start 7/13/2020
Completion Date 10/30/2020

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Standard Schedule of Charges

January 1, 2019

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$208.00
Principal	E-3	\$203.00
Senior Project Manager	E-2	\$197.00
Project Manager	E-1	\$178.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$165.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$153.00
Project Engineer/Planner/Surveyor	P-4	\$141.00
Senior Engineer/Planner/Surveyor	P-3	\$129.00
Engineer/Planner/Surveyor	P-2	\$117.00
Associate Engineer/Planner/Surveyor	P-1	\$106.00
Senior Project Technician II	T-6	\$153.00
Senior Project Technician I	T-5	\$141.00
Project Technician	T-4	\$129.00
Senior Technician	T-3	\$117.00
Technician	T-2	\$106.00
Associate Technician	T-1	\$ 93.00
Engineering/Land Surveying Intern	I-1	\$ 84.00
GIS Technician	G-1	\$ 75.00
Administrative Assistant	A-3	\$ 70.00
CREW RATES, VEHICLES AND REPROGRAPHICS		
1 Man Field Crew with Standard Survey Equipment 2 Man Field Crew with Standard Survey Equipment 1 Man Field Crew with RTS or GPS * 2 Man Field Crew with RTS or GPS * Vehicle for Construction Observation In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	\$168.00 \$262.00 \$208.00 \$302.00 \$15.00
Reimbursable Direct Costs & Services by Others	Cost + 10%	

^{*}RTS = Robotic Total Station / GPS = Global Positioning System



Reviewed By:

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

Agenda Item Number

Administration Committee #1

Tracking Number

CC 2020-34

Agenda Item Summary Memo

Title: Municipal Ag	gregation – Bi	d Award	
Meeting and Date:	City Council	– April 28, 2020	
Synopsis: Please see	e attached men	no.	
Council Action Prev	iously Taken	:	
Date of Action: Marc	ch 24, 2020	Action Taken:	Renewed Municipal Aggregation Program
Item Number:			
Type of Vote Requir	red: Majority		
Council Action Requ	uested: Appro	val	
Submitted by:	Rob Fre	drickson	Finance
	Nan	ne	Department
		Agenda Item	Notes:



Memorandum

To: City Council

From: Rob Fredrickson, Finance Director

Date: April 22, 2020

Subject: Municipal Aggregation Bid Results and Contract Approval

Summary

Approval of a two-year municipal aggregation contract with MC Squared (MC²) Energy.

Background

Municipal aggregation, which is the process by which the City purchases electricity in bulk from an alternative supplier on behalf of residential and small business customers in Yorkville, was first implemented in the summer of 2012. According to the City's broker at the time (NIMEC), over the course of the initial two-year aggregation term (beginning in August 2012), over 4,800 residential and small business accounts were enrolled in the program, saving an average of \$429 per household or \$1.982 million City-wide. At the time, these savings were made possible by the fact that ComEd was locked into a long-term electricity supply rate, so as electricity supply rates fell, municipalities were able to secure much lower rates through aggregation. Since that time the City has gone out to bid to renew the aggregation program in 2014, 2015, 2017 and 2018; however, the bids were rejected by City Council, as they did not yield any significant savings in comparison to the rates offered by ComEd and/or the bids contained burdensome individual-termination clauses rather than City-wide, City-controlled termination clauses.

As noted on page 2 of the Electric Aggregation Bid Results report (Exhibit A) prepared by Progressive Energy, approximately half of all municipalities who implemented an aggregation program have returned residential and small business customers back to ComEd, as traditional aggregation programs continue to yield minimal or no savings. In light of this new reality regarding traditional aggregation, last month Progressive recommended that the City implement a new program that utilizes renewable power, which also meets the requirements of an EPA "Green Power Community". Although there would be no direct savings to residents or small businesses enrolled in the program, the winning supplier would guarantee that those participating in the program would never pay more than the ComEd electric supply rate. Other benefits of the program include:

- No early termination fees for leaving the program
- Continue to receive one invoice from ComEd
- Account holders may opt-out individually and choose a different 3rd party supplier at any time
- Promotes the use of "Green Power", which helps to support the development of renewable energy and reduces the carbon footprint associated with purchased electricity

This program will also provide environmental and financial benefits to the Governmental Aggregator (i.e. City) as well, including:

- The City would be promoting the use of "Green Power", as the winning energy supplier would purchase Renewable Energy Certificates (REC's) on behalf of the City, based on the amount of power consumed in Yorkville over the previous 12 months. Renewable Energy Certificates are proof that energy has been generated from renewable resources (solar, wind, hydroelectric, biomass, geothermal). Each REC represents the environmental benefit of one (1) megawatt hour (MWh) of renewable energy generation. These REC's will be retired in the name of the City, thus qualifying Yorkville for the EPA's Green Power Partnership Program
- The City would receive a Civic Green Grant, provided by the winning supplier, in an amount initially anticipated between \$30,000 to \$50,000 annually. There are no restrictions on these grant proceeds, so they could be spent in any manner deemed appropriate by City Council

In order to take advantage of this program, on March 24th Council approved an ordinance (2020-24) authorizing the renewal of the City's aggregation program; and engaged Progressive Energy to solicit bids on the City's behalf. Progressive went out to bid in early April and received responses from 7 different electric suppliers, before narrowing the field down to two - MC Squared Energy and Eligo Energy. A summary of their respective bids has been attached as Exhibit B.

Based on the revised bid results from April 22nd, it is the recommendation of Progressive that the City approve the EPA Green Power Community Civic Grant Program bid from MC Squared Energy (highlighted in green on Exhibit B). Besides guaranteeing that customers will never pay more than the ComEd supply rate, MC Squared offers the highest Civic Community Grant amount of \$72,000 for each year of the contract; which is \$20,000 over the high end of the initial estimate (\$50,000). MC Squared does reserve the right to cancel the program should the number of accounts they serve drop below 20%; however, this is extremely unlikely to happen, as Progressive has never seen more than 3% of total customers opt out from an aggregation program. Both companies do offer "Non-Green Power" (i.e. No Green REC's) options, which pay a \$3,000 to \$4,000 civic grant premium over the "Green Power" options. However, these programs offer none of the environmental benefits of "Green Power", as the electricity supply is sourced from more traditional means (e.g. coal, natural gas and nuclear).

Assuming approval of the contract with MC Squared Energy, two informational letters are required by law to be sent to all eligible residential and small business customers notifying them of the program. The first letter would go out in June from the supplier (MC2 Energy) and would include an FAQ on the aggregation program (Exhibit C). The type of letter each resident or small business receives is dependent on their status with ComEd, as follows:

- Exhibit C-1 Opt Out Letter explains program to eligible customers and how to opt out if they want
- Exhibit C-2 Opt In Letter explains program to customers already with an alternate Supplier and how to Opt In
- Exhibit C-3 Stay with ComEd explains program to those customers remaining with ComEd
- Exhibit C-4 Opt In Hourly explains program to customers on hourly pricing and how to Opt In
- Exhibit C-5 Net Metering explains program to customers on Net Metering and how to Opt In

After the opt out period ends in July, Com Ed would send a second (final) letter to residents informing them their supplier is being changed to MC² Energy. Once the enrollment and notifications are complete, Progressive estimates that the contract would begin on August 1st. Once the contract begins, the City will be immediately eligible to start receiving its Civic Grant proceeds, either in monthly installments or 50% up front, with the remainder paid out monthly (staff recommendation). A timeline of the implementation process has been provided by Progressive below:

Date	Activity and Opt Out Schedule
5/1/20	Assumed date City signs contract
5/14/20	City sends MC ² all information necessary to create individual letterheads and outer envelopes
5/18/20	MC ² receives updated address lists and account numbers from City
5/20/20	MC2 orders letterhead and outer envelopes from mailing house
5/27/20	MC ² sends draft mailing packets to City for approval
6/3/20	City approves the final mailing proofs; MC ² sends to mailing house for printing
6/10/20	Customer Notification Letters - Resident will receive one Supplier Letter Based on their Service Type with ComEd and Program Eligibility
7/1/20	Opt Out Due Date
7/2/20	MC ² processes account numbers for enrollment or drop
7/9/20	DASR dates (Enrollments for meter cycles 1)
7/10/20	ComEd sends Supplier Notification Letter
7/30/20	First meter cycle start for the new price (Aug meter cycle 1)

Recommendation

To reiterate, MC Squared Energy is offering the City two choices for its municipal aggregation program. The first option is a "Green Power" initiative, where 5% of all electricity supplied is from renewable resources. This option would make the City eligible for a civic grant in the amount of \$72,000 per year and designate it as a "Green Power Community" by the EPA. The second offering, while offering a higher civic grant amount of \$75,000 per year, is a "Non-Green Power" option; as electricity is generated from more traditional sources (coal, natural gas and nuclear).

Staff recommends approval of the attached contract with MC Squared Energy (Exhibit D) for a term of two-years; and opting for the "Green Power" option as explained above and highlighted by Progressive on Exhibit B..



Electric Municipal Aggregation Bid Results & Recommendation - Program Guidelines

City of Yorkville

Prepared for: Rob Fredrickson **By:** Chris Childress

Date: April 23, 2020

Office (630) 882-6100 Fax (630) 882-6132 Mobile (630) 800-0173

Email chris@savewithprogressive.com www.savewithprogressive.com

Website www.saviewithprogressive.com

Due to structural changes on how ComEd handles "Capacity Charges" around 50% of Cities and Villages have returned residents back to ComEd tariffed service because of either very low or no savings position for residential customers. City of Yorkville is part of this 50%. Progressive Energy checks pricing options every three months and has not been able to find any suppliers with lower rates than ComEd.

Post Aggregation Problems

Some retail energy providers are using nefarious sales tactics to push their electricity supply products to residents within communities that have not renewed their aggregation programs. Many of these electric suppliers put residents on low prices "teaser rates" for three months and then flip them to programs that are 30%-40% higher than ComEd. In City of Yorkville, we have seen:

- Unregistered door-to door sales
- Hard sales telemarketers

The good news is Illinois recently passed a new law to try and rein in some of the nefarious predatory marketing that Illinois has experienced. In addition, the Illinois Attorney General's office recently filed suit against Major Energy and is investigating other nefarious energy suppliers.

Traditional Aggregation Prices:

ComEd

COITE				
		Suppliers	Suppliers	Suppliers
ComEd's Current Price to Compare	ComEd	12 months	24 months	36 months
	Price per kWh	Price per kWh	Price per kWh	Price per kWh
October 1, 2019 – May 31, 2020	\$0.07207			
June 1, 2020 - September 30, 2020	\$0.06204 to			
Expected Price	\$0.06504			
October 1, 2020 – May 31, 2020	\$0.07105			
Expected Price				
Weighted Average Expected Price	\$0.06656	\$0.0657	\$0.06812	\$0.06905

As you can see from table above, we are not expecting any savings for the Yorkville residents.

New Program Recommendation: EPA Green Power Community and CIVIC Grant Program

Program Specifics:

- 1. Not a savings program but does guarantee that participating residents
 - a. Never pay more than ComEd tariff rate
 - b. Never pay early termination fee if they leave program
 - c. Residents continue to receive one invoice from ComEd
 - d. Residents may continue to choose a different 3rd party supplier at any time.
 - e. City Becomes an EPA Green Power Community
- 2. Approximately 68.2% of eligible residents will receive electric supply from ComEd and other 31,8% from an electric supplier. Both groups however, will have exactly the same price and be billed on ComEd's invoice

Benefits to City of Yorkville - Governmental Aggregator

- 1. <u>City of Yorkville Becomes a EPA Green Power Community</u>
 - a. Energy Supplier will purchase Renewable Energy Certificates (RECs) in the City of Yorkville name
 - i. Option to purchase 100% at additional cost. REC's retired in City of Yorkville name.
 - b. Qualifies City of Yorkville for EPA's Green Power Community Program.
 - c. Energy Supplier will coordinate EPA application process for City of Yorkville
 - d. Metro Mayors Greenest Region Compact (GRC2)
- 2. Helps keep the unregister door-to-door and telemarketers away from City of Yorkville
- 3. Civic Contribution anticipated to be \$65,000 per year. No spending restrictions.

Top Two Suppliers and Bid Responses for Electric Aggregation Civic Grant Program – EPA Green Community Program

* Recommended Civic Grant & EPA Program Supplier Highlighted

Recommended civic draite & El A Frogram Supp	*MC Squared Energy	Eligo Energy
ComEd price match guarantee including Purchased Electric Adjustment (Customer will never pay more than ComEd price)	Yes	Yes
*City of Yorkville EPA Green Power Community Civic Grant Program	*\$72,000 (Year 1) \$72,000 (Year 2)	\$68,000 (Year 1) \$68,000(Year 2)
Guaranteed Payment Regardless of Opt Out	NO Can Adjust if <20% Stay	YES
How is the Civic Grant Paid?	50% Up Front – Balance Monthly	Monthly or Lump Sum Each Year 5% Discount
Total Residential & Small Commercial Customers Total Annual usage (kWh) Customers with Alternative Electric Suppliers Annual Usage with Alternative Suppliers (kWh) Eligible customers (excludes ARES, Hourly, NM) Annual Usage of eligible customers Number of Customer to be Enrolled W/Supplier Number of Customer Remaining with ComEd Total Annual kWh of Customers Enrolled % of Customers that will Join with Supplier % of Customers that will Stay with ComEd Average Annual kWh	7,721 69,838,000 1,187 11,517,000 6,321 56,737,000 2,007 4,314 18,450,000 31.8% 68.2% 9,045	
Residents and small business may opt out or opt in at any time with no fee?	Yes	Yes
Start Month	July/Aug 2020	July/Aug 2020
Contract sign date	Late - April	Late - April

City of Yorkville, IL - Municipal Aggregation FINAL Bid Results (All Eligible Bidders) April 22, 2020 **Amount of Civic Amount of Civic Grant That Grant That** Early **Estimated Price To Beat -**Can City Send Includes 100% Includes Required **Experience with Price Match Termination Fee** Billed On ComEd Civic Grant & Green Non Green Supplier 6.500 (Jun 2020-Sept **Customers Back To** Green REC's to Green REC's to Governmental Guarantee? **Grant Amount** if Customer **Power Options** 2020) ComEd? **Qualify City as Qualify City as EPA** Aggregation **Elects to Cancel EPA Green Power Green Power** Community? Community? 1 yr. = 6.920 Yes, Upon Request 33 Total 14 are in 2 yr. = 7.030 NO NO NONE NONE NONE NONE YES (will however Constellation Illinois 3 yr. = 7.010 increase price) 1 yr. = 6.914 Yes, Upon Request Dynegy (Homefield) 2 yr. = 6.964 NO NO NONE NONE NONE NONE YES 255 Illinois communities (will however Energy 3 yr. = 6.828 increase price) YES. Will match 1 yr. = 6.759 Yes, Upon Request ComEd's pricing or, at YES 30 Illinois Communities (will however Eligio Energy IL LLC 2 yr. = 6.878 its option, return NO NONE NONE NONE NONE 3 yr. = 7.120 increase price) participants back to ComEd 1 yr. = 6.890 Yes, Upon Request MC Squared Energy Currently-4 had up to 31 YES 2 yr. = 6.890 NO NO NONE NONE NONE NONE (will however Services communities in Illinois 3 yr. = 6.890 increase price) 1 yr. = 6.657 Yes, Upon Request **AEP Energy** 2 yr. = 6.812 NO NO NONE NONE NONE NONE YES 12 communities in Illinois (will however increase price) 3 yr. = 6.731 1 yr. = 7.040 Yes, Upon Request YES MidAmerican Energy 2 yr. = 7.200 NO NO NONE NONE NONE NONE 32 Illinois Communities (will however 3 yr. = 7.330 increase price) 1 yr. = 6.920 Yes, Upon Request Nordic Energy 2 yr. = 6.990 NO NO NONE NONE NONE NONE YES 7 Illinois Communities (will however 3 yr. = 7.050 increase price) 1 Yr - ComEd Price Match \$43,274 \$68,000 \$72,000 Eligio Energy IL LLC YES YES NONE YES 30 Illinois Communities **INCLUDED** \$72,000 2 yr - ComEd Price Match \$43,274 \$68,000 MC Squared Energy 1 Yr - ComEd Price Match \$20,000 \$72,000 \$75,000 Currently-4 had up to 31 YES YES NONE YES **INCLUDED** \$75,000 Services 2 yr - ComEd Price Match \$20,000 \$72,000 communities in Illinois

The following communities have recently joined this type of program with MC Squared Energy or Eligo Energy:

Clarendon Hills Gurnee Elmhurst Palos Park Oswego Oak Lawn Oak Park Orland Park LaGrange Park Round Lake Beach South Barrington South Elgin Sycamore Tinley Park Wood Dale

Arlington Heights Aurora Franklyn Park

Progressive Energy Group is the Aggregation consultant for the following communities:

Aurora Township Big Rock Burlington Cortland DePue Hinckley **Kendall County** Kirkland Malta Marseilles Maple Park Newark Oak Lawn Plano Sandwich Shabbona Somonauk Waterman

Tiskiwa Aurora

PROGRAM FAQs

1. What is the ComEd rate?

The non-summer ComEd rate will be 7.175¢ +/- 0.5¢ for the term January 2020 to May 2020. This rate is comprised of electricity supply and transmission services. The Purchased Electricity Adjustment (PEA) is also included but it varies monthly by +/- 0.5¢. The same ComEd rate, including the PEA charge or credit, will be charged to all participants in the City of Yorkville Green Power Aggregation Community, whether enrolled with MC Squared or whether receiving supply service via ComEd. To learn more about electric rates, visit www.pluginillinois.org, a website created by the Illinois Commerce Commission to inform ratepayers.

2. Where does renewable energy come from?

Wind generation sites are the primary source of renewable green energy in the Midwest, followed by solar, hydro, and methane gas from landfills. Nuclear and natural gas are not considered a renewable green resource for power generation.

3. If we buy renewable energy, will our homes be powered by the actual electricity that is generated by windmills, solar, hydro, etc.?

The power grid maintained by ComEd that serves your community cannot route specific power directly to your home. Those who purchase renewable power typically pay a premium to support renewable resources through the purchase of Renewable Energy Certificates (RECs). RECs support the development and sustainability of companies that generate renewable green energy.

4. How can we be certain we are buying green / renewable power?

When a power supplier sells a "renewable green energy" product in the marketplace, that supplier is required to purchase and retire RECs to support their green product. MC Squared will document and report those transactions in the Midwest Renewable Energy Tracking System (M-RETS).

5. Are RECs legitimate?

Yes. RECs represent the benefits and attributes of renewable green energy. As renewable facilities generate energy, the generators sell the RECs, which are numbered within an audited tracking system. RECs may only be used once and then must be retired. Anyone who claims they purchase renewable power either has on-site renewable generation such as solar panels or a windmill directly hooked up to their home.

6. How can I enroll in the program?

If you are an eligible residential or small commercial account, you will receive a letter indicating that you do not need to do anything to be a participant in the City of Yorkville Green Power Aggregation; you will automatically be enrolled unless you take action to opt out of the program. The notice will detail whether your account will be switched to ComEd or to MC Squared.

7. What is an eligible resident or small commercial account?

Any resident or small commercial account who is currently taking electricity supply from ComEd is eligible and will be automatically enrolled. Any resident or small commercial account that has switched to an Alternative Retail Electric Supplier (ARES), enrolled in ComEd's Residential. If you are participating in a Real-Time Pricing (RRTP) program or enrolled as a net metering customer, you can opt in to the program. You must also have a residence or business located within the City limits.

8. What if I don't want to participate?

You may opt out before the program begins and there are no termination fees if you opt out after the program has begun.

9. Will I get two bills, one from ComEd and another from the new supplier?

No. ComEd will continue to bill you for electric supply, delivery and taxes.

10. Whom do I call if I have service problems?

Always call ComEd with reports of outages or downed power lines at 800-334-7661. For questions about your supply, you can call the customer service number for MC Squared. This will be listed under "Electric Supply Services" on your ComEd bill.

11. If I am automatically enrolled in the program now, can I leave the program at any time?

Yes, you can leave the program and move your account back to ComEd or another Retail Alternative Supplier at any time throughout the entire duration of the program and there are no early termination fees for doing so.

12. I am enrolled in low-income assistance program. Will that be affected?

No. If you currently receive assistance via PIPP or LIHEAP, that status will not change and you can continue to get these benefits for your ComEd bill.

13. I'm on ComEd's budget billing plan. Will that change? Can I still have my payment automatically deduced from my checking account as I do now?

Your participation in the budget billing plan won't change. The way you pay your ComEd bill will not change.

14. Will someone come to my home or call to sign me up?

No. If someone calls or visits your home claiming to be the City's power supplier you may file a complaint with the ICC at http://www.icc.illinois.gov/consumer/complaint.

For more information about energy supply choices, visit the ICC site at pluginillinois.org.

For questions about your electric account, do not call City Hall; call City of Yorkville's aggregation program supplier, MC Squared. If you need additional assistance please contact the City's energy consultant Progressive Energy Group at 630-882-6100. To report an electrical outage or billing questions call ComEd at 800-334-7661.



Welcome to a

Green Power Community

We exceed EPA guidelines for buying clean renewable energy



Municipal Aggregation Revised Bid Results - 04-22-2020

	MC Squared Energy	Eligo Energy
ComEd price match guarantee including Purchased Electric Adjustment (Customer will never pay more than ComEd price)	Yes	Yes
City of Yorkville EPA Green Power Community Civic	\$37,500 (Year 1)	\$54,097 (Year 1)
Grant Program ORIGINAL BID	\$37,500 (Year 2)	\$54,097 (Year 2)
Renewable Energy Credit % Required by EPA		
City of Yorkville Civic Grant Program	\$65,000 (Year 1)	\$57,240 (Year 1)
(No Green REC's) ORIGINAL BID	\$65,000 (Year 2)	\$57,240 (Year 2)
City of Yorkville EPA Green Power Community Civic	\$72,000 (Year 1)	\$68,000 (Year 1)
Grant Program FINAL BID	\$72,000 (Year 2)	\$68,000 (Year 2)
Renewable Energy Credit % Required by EPA	FINAL BID	FINAL BID
City of Yorkville Civic Grant Program	\$75,000 (Year 1)	\$72,000 (Year 1)
(No Green REC's) FINAL BID	\$75,000 (Year 2)	\$72,000 (Year 2)
	FINAL BID	FINAL BID
	NO	
Guaranteed Payment Regardless of Opt-Out	If the number of accounts served by MC2	YES
duranteed rayment negaratess of opt out	during the program drops below 20%, they	
	reserve right to end the program moving	
	forward. This has never happened before.	
	Option 1 = Monthly	Option 1 = Monthly
How is the Civic Grant Paid?	Option 2 = 50% upfront (each year)	Option 2 = 100% upfront (each year) with
	remaining payments monthly	5% discount
	remaining payments montain,	570 discount
Start Month	ASAP	ASAP
	We anticipate July or August 2020	We anticipate July or August 2020
	depending on meter read schedule	depending on meter read schedule
Contract sign date	Late - April	Late - April



United City of Yorkville Green Electric Aggregation Program

Electric Supply Price

The price is equal to ComEd's basic service tariff rate including the published Purchased Electricity Charge, Transmission Service Charge and Purchased Electricity
Adjustment for each applicable month.

The program will start on Month 2020 ComEd meter read and continue through your Month 2022 meter read.

Contact mc²

For questions regarding the Electric Aggregation Program, please contact mc² first before contacting the City.



where **energy** comes from

MC Squared Energy Services, LLC 175 West Jackson Blvd, Suite 240

Chicago, IL 60604

Email:

Yorkville@mc2energyservices.com

Phone:

1-8XX-XXX-XXXX

The United City of Yorkville has selected MC Squared Energy Services, LLC (mc²) to administer a **Green Electric Aggregation Program**.

The selection of mc² ensures that the power supply cost for participating residential and small business customers will **not be greater than the ComEd basic service tariff rate** while providing the City with electricity supply and Renewable Energy Certificates; plus provide the City with a reserve fund at no increased cost to the City or its residents.

In addition, this new Green Electric Aggregation Program enables the United City of Yorkville to be designated an EPA Green Power Partner Community.

For more information on the program visit:

www.Yorkville.il.us

What is electric aggregation?

On August 10, 2009, Governor Quinn signed into law Public Act 096-0176, which allows municipalities to arrange for the provision of electric to residential and small commercial retail customers by alternative electric suppliers (i.e. suppliers other than ComEd). Under this law, the municipality may seek bids for the provision of aggregate electric supply services to their residents and small businesses.

Who is eligible to participate?

<u>Eligible residential requirements</u>: All residents located in the United City of Yorkville that are receiving electric supply service from ComEd are eligible to participate.

<u>Eligible business requirements</u>: All small businesses located in the United City of Yorkville that are receiving electric supply service from ComEd, with a ComEd designated annual usage of 15,000 kWh or less, are eligible to participate.

What is the electric supply price for the program?

The price will equal to the ComEd's basic service tariff rate including the Published Purchased Electricity Charge, Transmission Service Charge and Purchased Electricity Adjustment charge. This price can change month to month. A historical price from last 12 months can be found at www.mc2energyservices.com/IL/HistoricalPricingPTC/P

Can you explain how enrollment is handled?

Eligible residential or small business customers will receive a letter in the



Who is MC Squared Energy Services?

MC Squared Energy Services, LLC (mc²) is a certified, retail electric-service provider headquartered in Chicago. MC Squared Energy Services, LLC is a wholly owned subsidiary of Wolverine Holdings. For more information on the company, visit our website at

www.mc2energyservices.com.

Summary of Benefits:

- Supports renewable generators.
- Supports reduction of harmful emissions.
- No rate risk; electricity supply price is equal to ComEd published rates
- City receives designation as an EPA Green Power Partner Community.
- Contribution to the City's reserve fund
- Residents and small businesses may opt out at any time.
- Achieves a strategic objective of the Metropolitan Mayors Caucus Greenest Region Compact.





mail from the City regarding the action required to participate in the program. There are two types of letters (letter type is specified on the top of your letter):

- 1) Aggregation Notice Letter Customers receiving this letter will be enrolled automatically to receive electric supply from mc² unless they choose to opt out by following the instructions in the letter.
- 2) <u>Informational Content Letters</u> These types of Letters are informational only. If customers do want electric supply from mc², customers can <u>Opt In</u> online at mc2energyservices.com/special (entering the promo code <u>Yorkville</u>) or by calling 1-xxx-xxx Monday through Friday, 8 a.m. to 5 p.m.

What will change on my electric bill if I'm enrolled?

You will continue to receive a single bill from ComEd each month. "MC Squared Energy Services" will be designated as your supplier in the "Supply" section of your ComEd bill. ComEd will continue to bill you for distribution services and taxes. Payments should still be sent to ComEd at the address provided. There is no impact to ComEd services such as Budget Billing, Peak Time Savings and/or financial assistance.

Will I receive notification of the supplier change?

ComEd will always mail a confirmation letter indicating a service change whether you switch to mc² or return to ComEd supply service.

What if I have already switched to an Alternative Retail Electricity Supplier (ARES)?

If you have already switched to an Alternative Retail Electricity Supplier (ARES), you can still opt in to the program. See above for enrollment directions. You should always check with your current provider to better understand any restrictions or policies that may apply.

Is there an early termination fee?

There is no termination fee; only obligated to pay for services rendered under the contract until your service is terminated.

Will my electric service be disrupted when I switch?

No, there will be no disruption in service. You will continue to receive the same electric service through the same transmission and distribution system currently operated by ComEd. The switch to mc² is seamless.

What happens at the end of the program term?

At the end of the term, if the City decides to end the program, all accounts served by mc² will be returned to ComEd service.



Customer Mailing Information

RE: United City of Yorkville Green Electric Aggregation Program

ComEd Service Address: Customer premise address

ELECTRIC AGGREGATION NOTICE

Dear Resident or Small Business Owner:

The United City of Yorkville ("the City") is pleased to inform you that the City is continuing its electric aggregation program that was suspended in 2014. With new market conditions, the City has secured a GREEN aggregation alternative and selected MC Squared Energy Services, LLC ("mc²"), to serve the City with electricity supply and Renewable Energy Certificates ("RECs"). mc² will provide eligible residents and small businesses with an electricity supply price equal to the ComEd rate for a 24-month term beginning with the Month 2020 meter read cycle.

This new Green Electric Aggregation Program enables the City to be designated an EPA Green Power Partner Community plus provides the City with a reserve fund at no increased cost to the City or its residents.

You are not required to do anything to participate in the City's Green Electric Aggregation Program. mc² will automatically process your enrollment and acquire RECs on behalf of the City, based on your historical electricity consumption. You will not pay more than the ComEd rate. There are no enrollment fees or early termination fees.

Opt-Out Option: You have twenty-one (21) days from the postmark date on this notice to opt out. You may opt out by calling 1-8XX-XXX-XXXX, Monday through Friday 8 a.m. to 5 p.m. or returning the enclosed card by Month XX, 2020. If you do not opt-out of the City's Green Electric Aggregation Program, you will be deemed to have authorized and agreed to your enrollment in the electric aggregation program, and to have your electricity service with mc² under the enclosed Terms and Conditions and the Uniform Disclosure Statement. For information on the ComEd tariff rate, please visit www.pluginillinois.org; the Illinois Commerce Commission website for free consumer information.

Billing and Service: Your billing and service will remain the same. You will continue to receive a monthly invoice from ComEd. ComEd continues to be responsible for the wires, poles, and all emergencies, including outage restoration.

For more information, email <u>Yorkville@mc2energyservices.com</u> or call 1-8XX-XXX-XXXX, Monday through Friday, 8 a.m. to 5 p.m. We encourage you to contact mc² first before contacting the City with any questions. Please beware: any solicitor who comes to your door or calls on the phone asking you to switch to a supplier is not associated with the City of Yorkville, mc², or ComEd.

Sincerely,

United City of Yorkville

Enclosures



Customer Mailing Information

RE: United City of Yorkville Green Electric Aggregation Program ComEd Service Address: Customer premise address

ELECTRIC AGGREGATION - OPT IN NOTICE

Dear Resident or Small Business Owner:

The United City of Yorkville ("the City") is pleased to inform you that the City is continuing its electric aggregation program that was suspended in 2014. With new market conditions, the City has secured a GREEN aggregation alternative and selected MC Squared Energy Services, LLC ("mc²"), to serve the City with electricity supply and Renewable Energy Certificates. mc² will provide eligible residents and small businesses with an electricity supply price equal to the ComEd published tariff rate for a 24-month term beginning with the Month 2020 meter read cycle.

This new Green Electric Aggregation Program enables the City to be designated an EPA Green Power Partner Community plus provides the City with a reserve fund at no increased cost to the City or its residents.

<u>This notice is informational only.</u> Your electric utility has informed us that you are currently served or have chosen to be served by another competitive retail electric supplier. If you want to continue to receive service from your chosen electricity supplier, you do not need to take additional action.

However, if you wish to be served by mc² as your electricity provider within the City's Green Electric Aggregation Program, you must take action. You may enroll online by visiting www.mc2energyservices.com/special (entering the promo code Yorkville) or by calling 1-8XX-XXX-XXXX Monday through Friday, 8 a.m. to 5 p.m. There is no enrollment or early termination fees.

For more information, email Yorkville@mc2energyservices.com or call 1-8XX-XXX-XXXX, Monday through Friday, 8 a.m. to 5 p.m. We encourage you to contact mc² first before contacting the City with any questions. Please beware: any solicitor who comes to your door or calls on the phone asking you to switch to a supplier is not associated with the City of Yorkville, mc², or ComEd.

Sincerely,



Customer Mailing Information

RE: United City of Yorkville Green Electric Aggregation Program

ComEd Service Address: Customer premise address

REMAIN AT COMED: INFORMATIONAL CONTENT; NO ACTION REQUIRED

Dear Resident or Small Business Owner:

The United City of Yorkville ("the City") is pleased to inform you that the City is continuing its electric aggregation program that was suspended in 2014. With new market conditions, the City has secured a GREEN aggregation alternative and selected MC Squared Energy Services, LLC ("mc²"), to serve the City with electricity supply and Renewable Energy Certificates. mc² will provide eligible residents and small businesses with an electricity supply price equal to the ComEd published tariff rate for a 24-month term beginning with the Month 2020 meter read cycle.

This new Green Electric Aggregation Program enables the City to be designated an EPA Green Power Partner Community plus provide the City with a reserve fund at no increased cost to the City or its residents.

<u>This notice is informational only.</u> Your electricity supply service will remain with ComEd, and you do not need to do anything at this time. <u>One of the benefits of the program is that you do not need to receive electricity supply from mc² to be counted in the City's Green Electric Aggregation Program.</u>

However, if you still wish to be served by mc² as your electricity provider within the City's Green Electric Aggregation Program, you can enroll online by going to www.mc2energyservices.com/special (entering the promo code Yorkville) or by calling 1-8XX-XXX-XXXX , Monday through Friday, 8 a.m. to 5 p.m. There is no enrollment or early termination fees.

For more information, email <u>Yorkville@mc2energyservices.com</u> or call 1-8XX-XXX-XXXX, Monday through Friday, 8 a.m. to 5 p.m. We encourage you to contact mc² first before contacting the City with any questions. Please beware: any solicitor who comes to your door or calls on the phone asking you to switch to a supplier is not associated with the City of Yorkville, mc², or ComEd.

Sincerely,

Exhibit C-4



Month XX, 2020

Customer Mailing Information

RE: United City of Yorkville Green Electric Aggregation Program

ComEd Service Address: Customer premise address

HOURLY: INFORMATIONAL CONTENT ONLY

Dear Resident or Small Business Owner:

The United City of Yorkville ("the City") is pleased to inform you that the City is continuing its electric aggregation program that was suspended in 2014. With new market conditions, the City has secured a GREEN aggregation alternative and selected MC Squared Energy Services, LLC ("mc²"), to serve the City with electricity supply and Renewable Energy Certificates. mc² will provide eligible residents and small businesses with an electricity supply price equal to the ComEd published tariff rate for a 24-month term beginning with the Month 2020 meter read cycle.

This new Green Electric Aggregation Program enables the City to be designated an EPA Green Power Partner Community plus provides the City with a reserve fund at no increased cost to the City or its residents.

This notice is informational only. Your electric utility has informed us that you are currently a participant in their hourly supply program called Rate RRTP (Residential Real Time Pricing). If you wish to participate in the City's Green Electric Aggregation Program, you must take action. You can enroll at www.mc2energyservices.com/special (entering the promo code Yorkville) or call 1-8XX-XXX-XXXX Monday through Friday, 8 a.m. to 5 p.m. Savings, if any, will vary for previous ComEd hourly (Rate RRTP) customers when switching to the Aggregation program depending on your usage patterns. In addition, you may be prevented from leaving the ComEd hourly supply program by the terms and conditions of ComEd's Rate RRTP program. If you do leave the ComEd hourly program, you will be precluded from joining the ComEd Hourly program for 12 months.

For more information, email <u>Yorkville@mc2nergyservices.com</u> or call <u>1-8XX-XXX-XXXX</u>, Monday through Friday, 8 a.m. to 5 p.m. We encourage you to contact mc² first before contacting the City with any questions. Please beware: any solicitor who comes to your door or calls on the phone asking you to switch to a supplier is not associated with the City of Yorkville, mc², or ComEd.

Sincerely,



Customer Mailing Information

RE: United City of Yorkville Green Electric Aggregation Program

ComEd Service Address: Customer premise address

NET METERING: INFORMATIONAL CONTENT ONLY

Dear Resident or Small Business Owner:

The United City of Yorkville ("the City") is pleased to inform you that the City is continuing its electric aggregation program that was suspended in 2014. With new market conditions, the City has secured a GREEN aggregation alternative and selected MC Squared Energy Services, LLC ("mc²"), to serve the City with electricity supply and Renewable Energy Certificates. mc² will provide eligible residents and small businesses with an electricity supply price equal to the ComEd published tariff rate for a 24-month term beginning with the Month 2020 meter read cycle.

This new Green Electric Aggregation Program enables the City to be designated an EPA Green Power Partner Community plus provide the City with a reserve fund at no increased cost to the City or its residents.

<u>This notice is informational only.</u> Your electric utility has informed us that you are a participant in a net metering program through either ComEd or a retail electric supplier. If you wish to continue service with your current net metering program, you do not need to contact your current supplier.

If you wish to opt-in to the City's Green Electric Aggregation Program, you may have to forfeit any excess kWh credits from your current electricity supplier.

If you wish to be served by mc² as your electricity provider within the City's Green Electric Aggregation Program, you can enroll online by going to www.mc2energyservices.com/special (entering the promo code Yorkville) or by calling 1-8XX-XXXXX Monday through Friday, 8 a.m. to 5 p.m. There is no enrollment or early termination fees.

For more information, email <u>Yorkville@mc2energyservices.com</u> or call 1-8XX-XXX-XXXX, Monday through Friday, 8 a.m. to 5 p.m. We encourage you to contact mc² first before contacting the City with any questions. Please beware: any solicitor who comes to your door or calls on the phone asking you to switch to a supplier is not associated with the City of Yorkville, mc², or ComEd.

Sincerely,

MASTER POWER SUPPLY AGREEMENT

AGREEMENT BY AND BETWEEN THE CITY OF YORKVILLE AND MC SQUARED ENERGY SERVICES, AN ILLINOIS LIMITED LIABILITY COMPANY TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR AN ELECTRIC AGGREGATION PROGRAM

This Agreement (hereinafter the "Agreement"), is entered as of April X, 2020 (hereinafter the "Effective Date") between the City of Yorkville, Illinois, an Illinois municipal corporation (hereinafter the "Municipality") and MC Squared Energy Services, LLC (hereinafter the "Supplier") (each a "Party" and collectively, the "Parties").

RECITALS

- A. The Municipality has established an Electricity Aggregation Program (hereinafter the "Program") pursuant to the Aggregation Ordinance and the Aggregation Statute, and will conduct the Program as an opt-out program pursuant to the Aggregation Ordinance and the Aggregation Statute.
- B. The Municipality conducted a Request for Qualifications and/or Power Supply Bid process within the year to identify qualified suppliers of electricity in the market.
- C. The purpose of this Agreement is for the Supplier to provide the Full-Requirements Electricity Supply Services and the Program Implementation Services as defined herein (collectively, the "Services") to all Eligible Customers who choose not to opt out of the Program throughout the Term of this Agreement at the Price established in this Agreement.
- D. The Supplier acknowledges and agrees that it has all certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to this Agreement, including without limitation that:
 - 1. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd;
 - 2. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS Retail Electric Supplier Service with Rider PORCB Purchase of Receivables and Consolidated Billing; and
 - 3. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirements Electricity Supply to all Participating Customers, pursuant to the Bid Package, the Bid Response, this Agreement, and the Requirements of Law.
 - 4. The Municipality desires to enter into this Agreement with Supplier for the provision by the Supplier of Full-Requirements Electricity Supply to all Eligible Customers pursuant to the Program unless exceptions are clearly stated on the RFP response.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the Municipality and the Supplier agree as follows:

ARTICLE 1 RECITALS

1.1 The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

ARTICLE 2 DEFINITIONS

The following terms shall have the meanings ascribed to them in this section:

- 2.1 "Aggregate" means the total number of Eligible Customers that are within the jurisdictional boundaries of the Municipality.
- 2.2 "Aggregation Ordinance" means that certain ordinance adopted by the Municipality authorizing the Program.
- 2.3 "Aggregation Statute" means the Illinois Power Agency Act, 20 ILCS 3855/1-92 and applicable rules and regulations of the Illinois Commerce Commission.
- 2.4 "Billing Services" means those services described in Section 4.4 of this Agreement, including all subsections of Section 4.4.
- 2.5 "ComEd" means Commonwealth Edison.
- 2.6 "Compliance Services" means those services identified in Section 4.5 of this Agreement, including all subsections of Section 4.5.
- 2.7 "Confidential Information" means the information defined in Section 9 of this Agreement.
- 2.8 "Customer Information" means certain information that the Electric Utility or Former Aggregation Supplier is required by statute (including the Aggregation Statute), regulation, tariff, or contract to provide to the Corporate Authorities of the Municipality, including without limitation those names and addresses and Electric Utility account numbers of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility or Former Aggregation Supplier's records at the time of the request.
- 2.9 "Data" has the same meaning as in Section 9 of this Agreement.
- 2.10 "Electric Utility" means ComEd.
- 2.11 "Eligible Customers" means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply within the Municipality who are eligible to participate in the Program pursuant to the Aggregation Statute and the Requirements of Law, and as determined by the parameters defined in Exhibit C of this Agreement by the supplier and mutually agreed to by the Supplier and Municipality.
- 2.12 "Energy" means generated electricity.
- 2.13 "Enrollment Services" means those services described in Section 4.3 of this Agreement, including all subsections of Section 4.3.
- 2.14 "Extended Term" means the term defined in Section 5.1 of this Agreement.
- 2.15 "Force Majeure Event" means the circumstances defined in Section 7.1 of this Agreement.

- 2.15.5 "Former Aggregation Supplier" means the RES that supplied the Program of the Municipality immediately prior to Supplier under this Agreement. If Former Aggregation Supplier as defined would be Supplier or ComEd, then no Former Aggregation Supplier is considered to exist.
- 2.16 "Full-Requirements Electricity Supply" means all services or charges necessary to provide the continuous supply of electricity to all Participating Customers, including, without limitation, Energy, capacity, losses, renewable portfolio standard (RPS) charges, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, taxes applicable only to the Supplier, and any additional necessary services or charges.
- 2.17 "Full-Requirements Electricity Supply Services" means those portions of the Services described in Section 4.1 of this Agreement, including all subsections of Section 4.1.
- 2.18 "ICC" means the Illinois Commerce Commission.
- 2.19 "Independent System Operator" or "ISO" means that certain independent system operator for the Electric Utility established pursuant to the Public Utilities Act, 220 ILCS 5/16-626.
- 2.20 "Power Supply Bid" means the bidding process conducted by the Municipality.
- 2.21 "New Customers" means the customers defined in Section 4.3.9 of this Agreement.
- 2.22 "Opt-Out Notice" means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Requirements of Law.
- 2.23 "Opt-Out Period" means the time prior to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Requirements of Law.
- 2.24 "Opt-Out Process" means the process defined in Section 4.2.1 of this Agreement.
- 2.25 "Participating Customers" means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers. Participating customers may be served by Supplier or Tariffed Service pursuant to Attachment C.
- 2.26 "Plan of Governance" or "POG" means that certain Plan of Operation and Governance approved by The Municipality pursuant to the Aggregation Statute.
- 2.27 "Point of Delivery" means the point specified by the Electric Utility at which the Supplier must deliver the Full-Requirements Electricity Supply to the Electric Utility for distribution to Participating Customers.
- 2.28 "Price" means the price expressed in cents per kilowatt hour at which the Supplier will provide the Services as set forth in Exhibit C to this Agreement.
- 2.29 "Program" means the electricity aggregation program operated by the Municipality in accordance with the Aggregation Statute and authorized by the Aggregation Ordinance, to aggregate residential and small commercial retail electrical loads located within the corporate limits of the Municipality for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.
- 2.30 "Program Implementation Services" means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.

- 2.31 "Renewable Energy Credits, (RECs)" means a market-based instrument that represents the legal property rights to the environmental attributes of renewable electricity generation sources such as wind, solar, biomass or hydroelectric compliant with EPA established guidelines.
- 2.32 "Requirements of Law" means the Aggregation Ordinance, the Aggregation Statute, the Illinois Public Utilities Act, the Illinois Consumer Fraud Act, the Plan of Governance, the rules, regulations, and final decisions of the ICC or Illinois Power Agency (including the ICC Final Order in Docket No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.
- 2.33 "Retail Electric Supplier" or "RES" means an "alternative retail electric supplier" as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.
- 2.34 "Services" means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.
- 2.35 "Special Billing Customers" means the customers defined in Section 4.3.8 of this Agreement.
- 2.36 "Supplier" means MC Squared Energy Services, LLC and the lawful successor, transferee, designee, or assignee thereof.
- 2.37 "Tariffed Service" means the electricity supply service provided by Electric Utility as required by 220 ILCS 5/16-103. The magnitude of Tariffed Services are typically posted on PlugInIllinois.org and currently includes ComEd's electricity supply charge plus ComEd's transmission series charge, and including the ComEd's purchased electricity adjustment.
- 2.38 "Term" means the period of time defined in Section 5.1 of this Agreement.
- 2.39 "Municipality" means the City of Yorkville, Illinois.
- 2.40 "Withdrawing Customer" means a customer defined in Section 4.3.6 of this Agreement.

ARTICLE 3 PROGRAM RESPONSIBILITIES

- 3.1 Municipality Responsibilities.
 - 3.1.1 Customer Information. The Municipality shall, with the assistance of the Supplier, pursuant to the Requirements of Law, obtain the Customer Information from ComEd and/or the previous supplier.
 - 3.1.2 Notices and Customer Information from ComEd and/or the previous supplier. The Municipality shall promptly forward to Supplier the Customer Information received from ComEd and/or the previous supplier and each Party will promptly provide to the other Party any notices received by that Party from ComEd and/or the previous supplier concerning the accounts of Eligible or Participating Customers.
 - 3.1.3 Submittals to ComEd. The Municipality shall, with the assistance of Supplier, submit to ComEd (a) the "Government Authority Aggregation Form", (b) a list of Eligible Customers who are not Participating Customers because they have elected to opt out of the Program, (c) a list of all Participating Customers, and (d) such other forms as are or may become necessary to access interval data for billing or non-billing purposes to the extent that Supplier is authorized to access such data.

- 3.1.4 No Municipality Obligations to Provide Services. The Parties acknowledge and agree that the Municipality is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Municipality to provide, the Services to any person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, New Customers or Participating Customers.
- 3.1.5 No Municipality Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the Municipality to any other person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, or Participating Customers.

3.2 Supplier Obligations.

- 3.2.1 Provision of Services. The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply to allow the Electric Utility to deliver and distribute uninterrupted electric service to all Participating Customers. The Supplier acknowledges and agrees that the Municipality is not responsible to provide, and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, any Services pursuant to this Agreement.
- 3.2.2 Compliance with the Requirements of Law. Supplier shall comply with all Requirements of Law.
- 3.2.3 Supplier Press Releases. The Supplier may issue press releases concerning the Program that are approved in advance by the Municipality prior to issuance.
- 3.2.4 All information provided by the Supplier to Municipality or any of its agents relating to this Agreement in any way shall be true and accurate in all respects at all times to the best of Supplier's knowledge and belief.

ARTICLE 4 SUPPLIER SERVICES

- 4.1 Full Requirements Electricity Supply. The Supplier must supply the following Full-Requirements Electricity Supply Services as provided in this Section 4.1.
 - 4.1.1 Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.
 - 4.1.1.1 Generally. The Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution to all Participating Customers.
 - 4.1.1.2 Scheduling. Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO and the Electric Utility.
 - 4.1.1.3 Distribution and Transmission Rights. Supplier will arrange for necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.

- 4.1.1.4 Transmission and Delivery to Electric Utility.
 - 4.1.1.4.1 Transmission and Delivery. Supplier will cause to be transmitted and delivered to the Electric Utility at the Delivery Point sufficient Energy to provide continuous Full-Requirements Electricity Supply to all Participating Customers. The Municipality acknowledges that the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Participating Customers after delivery by the Supplier to the Delivery Point, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply to Participating Customers after the Supplier provides Full-Requirements Electricity Supply to the Point of Delivery.
 - 4.1.1.4.2 Failure of Delivery. Supplier acknowledges and agrees that if the Supplier fails to comply with any requirement related to the Full-Requirements Electricity Supply to the Participating Customers pursuant to this Agreement, including without limitation if Supplier fails to schedule all or part of the Full-Requirements Electricity Supply for any Participating Customer, Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Participating Customers.
- 4.1.2 Pricing. The Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payments or compensation. The Municipality acknowledges that the Price does not include sales or other consumer-based taxes applicable to Participating Customers or other taxes that are not applicable to the Supplier.
- 4.2 Program Implementation Services. In order to maximize flexibility of program notices and terms, Municipality wishes to provide Program Implementation Services as described in further detail below. In order to support Municipality in providing Program Implementation Services, Supplier must provide the following support to Municipality in offering Program Implementation Services as provided in this Section 4.2:
 - 4.2.1 Opt-Out Process. Supplier, at its sole costs and expense, shall, assist the Municipality, in administering the process by which Eligible Customers are provided with the opportunity to opt-out of the Program prior to its implementation (the "Opt-Out Process"), including, but not limited to, the following:
 - 4.2.1.1 Opt-Out Notices. Supplier, at its own expense, will assist the Municipality in preparing and mailing form Opt-Out Notices to all Eligible Customers as required pursuant to the Requirements of Law. Opt-Out Notices to be sent by the Municipality through the Suppler must include all information required pursuant to the Requirements of Law, including without limitation: (i) the terms and conditions of participation in the Program, (ii) the cost to the Customer of Full-Requirements Electricity Supply under the Program, (iii) the methods by which Customers may opt out of the Program, and (iv) the length of the Opt-Out Period. The Opt-Out Notices must prominently include the toll-free telephone number and secure website, if applicable, described in Section 4.2.1.3. The form and content of the Opt-Out Notices shall be approved by the Municipality prior to mailing by Supplier. In addition to the Opt-Out Notices, the Supplier will provide Participating Customers with terms and conditions for the provision of Services to those Participating Customers, which terms and conditions shall comply with and accurately reflect all of the requirements of this Agreement and the Requirements of Law and shall be substantially similar to the Illustrative form attached in Exhibit A.

- 4.2.1.2 Notices to Special Billing Customers and Utility-to-Utility Customers. The Municipality acknowledges that the Municipality may provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to Special Billing Customers under their existing service, and the opportunity for Special Billing Customers to opt in to the Program as provided in Section 4.3.9 of this Agreement. Without regard to whether it is required under Applicable Law, municipality agrees to send pursuant to Section 4.2.1.1 notices to customers currently on Tariffed Service who will remain on Tariffed Service while participating in the Program. This notice shall inform the customer of the existence of the Program and inform the customer that the customer will stay on Tariffed Service as participants.
- 4.2.1.3 Toll Free Number and Website Content. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain a toll-free number for the use of Eligible Customers to opt out of the Program. The toll-free number must be operational during normal business hours. In addition, the Supplier will use reasonable commercial efforts to work with the Municipality to develop website content and FAQ's appropriate for posting on the Municipality website. The Opt-Out Notices must prominently include the toll-free number and the Municipality website address and a mc² email address for email inquiries. Supplier will be required to support Spanish speaking residents and customers with disabilities.
- 4.2.1.4 Reporting. During the Opt-Out Period, Supplier is responsible to assist the Municipality for the receipt of all Opt-Out Notices. Supplier must assemble, track, and report to the Municipality concerning the delivery and receipt of all Opt-Out Notices to and from Eligible Customers, including without limitation providing the Municipality with complete information concerning all Eligible Customers who choose to opt-out of the Program.
- 4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to Eligible Customers concerning Full-Requirements Electricity Supply and the Program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices.
- 4.2.3 Disclosure to Commission. The Municipality agrees to provide such assistance as is necessary for Supplier to provide to the ICC pursuant to 83 Ill. Admin. Code § 470.200(a) required information within three business days of the signing of this Agreement.
- 4.3 Enrollment Services. The Supplier must supply the following Enrollment Services as provided in this Section 4.3:
 - 4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall be responsible for compiling a complete list of all Participating Customers (including those on Tariffed Service) and those Eligible Customers who have opted out of the Program, and shall ensure that no Eligible Customers who have opted out are enrolled in the Program.
 - 4.3.2 Enrollment. Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customers in the Program pursuant to the Requirements of Law.
 - 4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier, and shall remain enrolled in the Program until the

- end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.6 of this Agreement.
- 4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer in compliance with the "standard switching" subsection of Rate RDS Retail Delivery Service, in order to allow Full-Requirements Electricity Supply to commence following the Municipality's implementation schedule which is attached as Exhibit B.
- 4.3.5 Payment of Switching Fees. The Supplier shall reimburse Participating Customers for any switching fee imposed by the Electric Utility related to the enrollment of a Participating Customer in the Program within 30 days of receiving notice of such switching fee. The Supplier shall not be responsible to pay any switching fees imposed on Participating Customers who switch service from an alternative retail electric supplier.
- 4.3.6 Withdrawal by a Participating Customer. For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customer desires to withdraw from the Program ("Withdrawing Customer"), the Supplier must, at the direction of the Participating Customer, drop the Participating Customer from the Supplier's Full-Requirements Electricity Supply on the next available meter read, which will result in restoring the Participating Customer to Tariffed Service. The Supplier will not assess an early termination fee but the Participating Customer will be responsible to pay for charges incurred for service prior to the termination.
- 4.3.7 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and internet email address for the purpose of receiving questions and comments from Participating Customers concerning the Full-Requirements Electricity Supply. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirements Electricity Supply should be directed to ComEd. Supplier must promptly and courteously address customer service inquiries in a manner that meets or exceeds the ICC requirements for the operation of call centers.
- 4.3.8 Special Billing Customers. Subject to the Requirements of Law and due to the minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program, but may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement.
- 4.3.8.1 Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:
 - Rate BESH Basic Electric Service Hourly Pricing
 - Rate RDS Retail Delivery Service; and
- 4.3.8.2 Any Eligible Customer in the commercial customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:
 - Rate BESH Basic Electric Service Hourly Pricing
 - Rate RDS Retail Delivery Service.
 - Rate RTOUPP Rate Residential Time of Use Pricing Pilot

(collectively, the "Special Billing Customers").

4.3.9 New Customers. After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of a New Customer, as defined in this Section

- 4.3.9, immediately enroll the following customers in the Program and provide Full-Requirements Electricity Supply to those customers at the Price:
- 4.3.9.1 Any Eligible Customer within the Municipality that moves to a new location within the Municipality;
- 4.3.9.2 Any Eligible Customer that moves into an existing location within the Municipality; and
- 4.3.9.3 Any Eligible Customer that previously opted out of the Program during the Opt-Out Period; and
- 4.3.9.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program. (collectively, the "New Customers").
- 4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section 4.4 for all customers served by the Supplier:
 - 4.4.1 Billing Generally. Supplier shall confirm that billing to Eligible Customers will be provided by ComEd under a consolidated billing format pursuant to "Rider PORCB Purchase of Receivables and Consolidated Billing," and pursuant to the Requirements of Law. The Municipality acknowledges and agrees that ComEd will bill Participating Customers for the Price of the Full-Requirements Electricity Supply as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Participating Customers
 - 4.4.2 Customer Classes. Eligible Customers shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.
 - 4.4.2.1 Residential Customer Class. The residential customer class shall include Participating Customers taking service from ComEd under the following rates:
 - Residential Single Family Without Electric Space Heat Delivery Class
 - Residential Multi Family Without Electric Space Heat Delivery Class
 - Residential Single Family With Electric Space Heat Delivery Class
 - Residential Multi Family With Electric Space Heat Delivery Class
 - 4.4.2.2 Commercial Customer Class. The commercial customer class shall include those Participating Customers taking service from ComEd as described below:
 - 15,000 annual kWh's usage or less small commercial customers as defined under the Requirements of Law including the ComEd Rate GAP Tariff
- 4.5 Compliance Assistance. When either Supplier or the Municipality has a compliance obligation under Requirements of Law, the other Party shall take commercially reasonable steps to assist the Party with the compliance obligation.

ARTICLE 5 TERM

5.1 Term. This Agreement commences as of the Effective Date and is for a term of twenty-four (24) months of consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in August 2020, and expires at the end of the last day of the 24th billing cycle for the Participating Customer(s) with the latest billing cycle (the "Term"). The Municipality and the Supplier may extend the Term for additional periods of time up to 3 years for each extension, by written agreement approved and executed by each Party (each an "Extended Term"). In the event that the Municipality discontinues its aggregation program, nothing

in this Agreement shall be construed to prevent Supplier from following the procedure for customer renewal in the Customer Terms and Conditions (Exhibit A) for any Participating Member.

ARTICLE 6 REMEDIES AND TERMINATION

- Municipality's General Remedies. In addition to every other right or remedy provided to the Municipality under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement (for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement), then the Municipality may give notice to the Supplier specifying that failure. The Supplier will have 15 calendar days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period, or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Municipality, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:
 - 6.1.1 Seek specific performance of any provision of this Agreement other than provision of Services or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.
 - 6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.
 - 6.1.3 In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated in accordance with the following:
 - 6.1.3.1 The Municipality will give written notice to the Supplier of the Municipality's intent to terminate this Agreement ("Termination Notice"). The notice will set forth with specificity the nature of the noncompliance. The Supplier will have 10 calendar days after receipt of the notice to object in writing to termination, to state its reasons for that objection, and to propose a remedy for the circumstances. If the Municipality has not received a response from the Supplier, or if the Municipality does not agree with the Supplier's response or any remedy proposed by the Supplier, then the Municipality will conduct a hearing on the proposed termination. The Municipality will serve notice of that hearing on the Supplier at least 10 business days prior to the hearing, specifying the time and place of the hearing and stating the Municipality's intent to terminate this Agreement.
 - 6.1.3.2 At the hearing, the Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, the Municipality will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.
 - 6.1.3.3 The decision of the Municipality must be in writing and delivered to the Supplier by certified mail.
- 6.2 Actions on Termination or Expiration of this Agreement. Services to Participating Members will be provided subsequent to a termination or expiration of this Agreement as set forth below:

- 6.2.1 If this Agreement expires due to reaching the end of the Term (including any Extended Terms) and Municipality wishes to continue the Aggregation Program with a different RES, Supplier will cooperate with the Municipality.
- 6.2.2 If this Agreement expires or terminates before the end of the Term (including any Extended Terms) for any reason other than Supplier's breach pursuant to Section 6.1.3, Participating Members may be renewed by Supplier pursuant to the Terms and Conditions set out in Exhibit A to this Agreement.
- 6.2.3 If this agreement is terminated before the expiration of the Term (including any Extended Terms) due to breach by Supplier and pursuant to Section 6.1.3 of this Agreement, Supplier will return all Participating Members to ComEd. In such event, Supplier shall not be responsible to any Participating Member for any damages or penalties resulting from the return to Tariffed Service, including claims relating to the Tariffed Service price being higher than the Price herein.
- 6.3 Limitation of Liability. Except for the Supplier's failure to provide Full-Requirements Electricity Supply to Participating Customers not on Tariffed Service or the disclosure of Customer Information in violation of the Requirements of Law, or as otherwise specifically provided herein, in no event will either Party be liable to the other Party under this Agreement for incidental, indirect, special, or consequential damages connected with or resulting from performance or non-performance of this Agreement, irrespective of whether such claims are based upon breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law or otherwise.

ARTICLE 7 FORCE MAJEURE EVENTS; REGULATORY EVENTS AND ADDITIONAL CHARGES, TAXES OR LEVIES

- 7.1 Force Majeure Events. The Supplier shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the Supplier's ability to anticipate or control. Non-compliance or default attributable to a Force Majeure Event shall be corrected within a reasonable amount of time after the Force Majeure Event has ceased.
- 7.2 Regulatory Event. A "Regulatory Event" shall mean any time that any branch, agency, instrumentality, or court of the federal, regional (interstate), state, regional (inter-municipality), or local government takes an action that: (1) alters the market rules under which Supplier operates, including the magnitude or allocation of costs to Supplier, and (2) is applicable to similarly situated RES. For the purposes of this Agreement, "Regulatory Event" shall not include mere changes in market prices for any component of Full-Requirements Electric Supply Services, but would include changes in market prices due to changes in regulation of such components. For the avoidance of doubt, the following shall constitute a "Regulatory Event":
 - a. <u>Illegality</u>. It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
 - b. Adverse Government Action. A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party, (B) takes action that adversely and materially impacts a Party's ability to perform or requires a delay in the performance of this Agreement that either Party determines to be unreasonable, or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.

- c. New Taxes/Legislative or Regulatory Charges/Surcharges. Any new charges/surcharges, tax or increases in such tax, or an application of such tax to a new or different class of parties, which is enacted or levied on the Supplier, not recoverable by Supplier from Participating Customers pursuant to Section 7.3 below, and effective after the Execution Date, except federal and state income taxes, employee taxes or other taxes assessed against the business of the Supplier or the delivery of services under this Agreement.
- 7.3 Occurrence of Regulatory Event. In the occurrence of a Regulatory Event that results in the imposition of a generally applicable additional charge, tax, or levy upon Supplier, and similarly situated RES, then Supplier will adjust the Price to reflect such additional charge, tax or levy by the following procedure:
 - a. The Supplier shall provide written notice to the Municipality within 15 days after the occurrence of such action or inaction, of: (i) the nature of the action or inaction; (ii) the adjustment of the Price for the applicable Term and (iii) the date on which the price adjustment will become effective.
 - b. Within 15 days after receipt of the notice described in Section 7.3(a), the Municipality shall have the right to request a meeting with the Supplier to review the action or inaction, and the price adjustment, identified by the Supplier. The Supplier and the Municipality shall meet within five business days after delivery of such request to the Supplier, and shall cooperate in good faith to resolve any dispute regarding the price adjustment. Provided that nothing herein shall prevent the price adjustment from becoming effective on Participating Customers bills on the date noticed pursuant to 7.3(a) above.
 - c. The Supplier shall continue to provide the Services during any such negotiations, unless prohibited by law or regulation. This Section 7.3 shall not apply to any fine or penalty assessed against the Supplier as a result of any failure by the Supplier to comply with applicable laws and regulations.

ARTICLE 8

INDEMNIFICATION AND INSURANCE

- 8.1 Hold Harmless. The Supplier shall hold harmless the Municipality, its officers, employees, agents, and attorneys, from and against any third party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's provision of the Services, except to the extent caused by the negligence of the Municipality. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Supplier and/or the Municipality.
- Insurance. Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverage and limits as set forth in Exhibit D to this Agreement. For good cause shown, the Municipality City Manager, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Municipality City Manager, or his or her designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Municipality. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Municipality. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverage provided above.

ARTICLE 9 CONFIDENTIAL INFORMATION

- 9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. (hereinafter the "Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section.
- 9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement (hereinafter the "Data"), other than the Supplier's confidential information, will be and remain the sole property of the Municipality. The Supplier must promptly deliver all Data to the Municipality at the Municipality's request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement. However, nothing in this Section shall prevent Supplier from retaining copies of such documentation and data as is needed to fulfill any Requirement of Law regarding record retention.
- 9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC Order in Case No. 11-0434 issued April 4, 2012, and the provisions of ComEd's Tariff Rate GAP, and Parts 412 and 470 of the ICC's Rules. The Municipality shall warrant to ComEd that customer-specific information provided to the Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information:
 - 9.3.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.
 - 9.3.2 Supplier warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program, unless agreed to by the Municipality.
 - 9.3.3 Supplier will comply with record retention and destruction Requirements of Law including but not limited to those in ComEd Rate GAP and Part 470 of the ICC's Rules.
- 9.4 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.

ARTICLE 10 **MISCELLANEOUS**

10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

> To Municipality: City of Yorkville 800 Game Farm Road Yorkville, IL 60560 Attention: City Mayor

MC Squared Energy Services, LLC 175 W. Jackson Blvd., Suite 240 Chicago, IL 60604

Fax: (877) 281-1279

To Supplier:

President

Charles C. Sutton

With a copy to: City of Yorkville 800 Game Farm Road Yorkville, IL 60560 Attention: City Attorney With a copy to: Jeremiah McGair Senior Counsel Wolverine

175 W. Jackson Blvd. Suite 200

Chicago, IL 60604 Fax: (312) 884-3944

- 10.2 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:
 - a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
 - b. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
 - c. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
 - d. It has reviewed and understands this Agreement; and
 - e. It, to the extent applicable, shall comply with all the Requirements of Law.
- 10.2.1 Supplier further represents and warrants that:
 - a. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in

- the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd;
- b. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS Retail Electric Supplier Service with Rider PORCB Purchase of Receivables and Consolidated Billing; and
- 10.3 Entire Agreement. This Agreement and the response to qualifications referenced in 10.3, including all Attachments hereto, contain all of the terms and conditions of this Agreement reached by the Parties, and supersede all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by both Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.
- 10.4 Exhibits. Exhibits A through D attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.
- 10.5 Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.
- 10.6 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof.
- 10.7 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits hereto, the provisions of the Exhibits shall control. For avoidance of doubt, the obligations of the Supplier and Participating Customers including without limitation, renewal terms with the Participating Customers, as set forth in the attached Exhibit A, Terms and Conditions shall govern the relationship between mc² and Participating Customers upon termination of this Agreement.
- 10.8 Venue. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.
- 10.9 No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.
- 10.10 No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Municipality may have under Federal or state law unless such waiver is expressly stated herein.
- 10.11 Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

- 10.12 Authority to Sign Agreement. Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.
- 10.13 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Municipality and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.
- 10.14 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality, which consent shall not be unreasonably withheld, provided, however, that upon advance written notice to the Municipality, Supplier may assign this Agreement to an affiliate without the express authorization of the Municipality.
- 10.15 Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may occur by facsimile or electronic email), each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC	Municipality: City of Yorkville	
Signed:	Signed:	
Printed/Typed Name: Charles C. Sutton	Printed/Typed Name:	
Title: President	Title: City Mayor	
Date:	Date:	
Attest:	Attest:	
Signed:	Signed:	
Date:	Date:	

EXHIBIT A – ILLUSTRATIVE GENERAL STANDARD T&C'S AND UDS

CITY OF YORKVILLE CUSTOMER ELECTRIC SUPPLY AGREEMENT

TERMS AND CONDITIONS OF SERVICE

The following Terms and Conditions of Service (Agreement) apply to the provision of electric supply to Customer (or "you") by MC Squared Energy Services, LLC d/b/a mc² – Where Energy Comes From (mc²).

Supply Agreement Disclosures		
Legal name	MC Squared Energy Services, LLC (mc²)	
Business address	175 West Jackson Blvd, Suite 240	
Dusiliess address	Chicago, IL 60604	
	Variable rate including ComEd Purchased Electricity Charges,	
Service charges for term	Transmission Charges and ComEd Purchased Electricity	
	Adjustment for Twenty-four (24) months.	
Fixed monthly charge (if any)	\$0.00	
Fixed monthly charge terms (if any)	N/A	
	Contract Term – Twenty-four (24) months	
	Renewal Terms - Unless this Agreement and/or the PSA is	
	terminated prior to the end of the term of this Agreement and	
	in the event the PSA is not renewed or extended by the City of	
Contract and renewal terms	Yorkville, you will be restored to ComEd bundled service at	
	the end of the term of this Agreement. If the PSA is renewed	
	or extended by the City of Yorkville, you will receive a notice	
	with the proposed specific rate, terms and conditions and the	
Termination fee (if any)	opportunity to opt-out of the City 's Aggregation Program. \$0.00	
Deposit/prepayment (if any)	\$0.00	
Switching fees (if any)	\$0.00	
Guarantee(s) of Customer Savings (If any)	,	
Oddiantee(s) of Customer Savings (if any)	IV/A	
Rescission	You may rescind this contract by notifying mc² or the utility within ten (10) calendar days after the utility processes your enrolment. To rescind this agreement, contact mc² at Yorkville@mc2energyservices.com or call 1-XXX-XXX-XXXX; or contact ComEd at 1-800-334-7661.	
Supplier disclosure	mc² is an independent seller of electric power and energy service certified by the Illinois Commerce Commission. mc² is not representing, endorsed by, or acting on behalf of a utility or a utility program, a consumer group or consumer group program. This Municipal Aggregation Program is endorsed by the City of Yorkville.	
Utility Responsibility	The electric utility remains responsible for the delivery of electric power and energy to a customer's premises and will continue to respond to any service calls and emergencies. You will receive written notification from the electric utility confirming a switch of your electricity supplier.	

Contact Information (Toll free phone numbers) MC Squared Energy Utility ComEd ICC Consumer Services Division 1-800-524-0795

1-8XX-XXX-XXXX 1-800-334-7661

Scope of mc² Service

You appoint mc² as your exclusive Alternative Retail Energy Supplier (ARES). mc² agrees to sell and you agree to buy all of your electric power and energy service subject to the terms in this Agreement. You authorize mc2 to obtain all data necessary so that mc2 can enroll your account(s) and you authorize us to take such actions as necessary and reasonable to perform this Agreement, including accessing and using account information and meter usage data (including interval usage data) from the Utility (ComEd), enrolling account(s), procuring supply, scheduling and causing electricity to be delivered to each account.

Price

For delivery of power to ComEd's distribution facilities on behalf of your Utility account(s), you agree to pay the variable price per kWh, calculated pursuant to that certain Power Supply Agreement ("PSA") between the City of Yorkville and mc2 dated April XX, 2020. The PSA price through your August 2022. ComEd meter read date under this Agreement is equal to the monthly ComEd Purchased Electricity Charges, Transmission Charges and ComEd Purchased Electricity Adjustment per kWh. In addition to mc² electricity supply charges, ComEd distribution charges and related taxes will be itemized separately by ComEd in your bill and are not included in the price under this Agreement. You are responsible to pay ComEd for these charges.

Term

mc² will commence service on the next available meter read date and continue through the number of monthly billing cycles set forth in the above Supply Agreement Disclosure of this Agreement. The start date for the Initial Term will be subject to receiving an accepted Delivery Access Service Request (DASR) from the Utility for Customer's Utility account. The Initial Term and any Renewal Term are collectively referred to herein as the "Term".

Billing and Payment

The cost of your power and energy from mc² will be included on your Utility bill for each billing cycle and will be based on Utility meter reads or estimates from the Utility. You agree that the Utility may provide us with your payment information and that you accept the Utility's measurements for the purpose of determining the amount you owe mc² for power and energy under this Agreement. You must remit payment to the Utility under their terms and at the address provided by the Utility.

Unless this Agreement and/or the PSA is terminated prior to the end of the term of this Agreement and in the event the PSA is not renewed or extended by the City of Yorkville, you will be restored to ComEd bundled service at the end of the term of this Agreement. If the PSA is renewed or extended by the City, you will receive a notice with the proposed specific rate, terms and conditions and the opportunity to opt-out of the City 's Aggregation Program.

CANCELLATIONS MAY BE SENT ELECTRONICALLY TO: Yorkville@mc2energyservices.com OR MAY BE MAILED TO: MC Squared Energy Services, LLC - mc² 175 West Jackson Blvd., Suite 240 Chicago, IL 60604

Fax: (877) 281-1279

OR CAN BE CALLED IN TO: 1-8XX-XXX-XXXX

Termination

In addition to any other remedies mc² may have, this Agreement may be terminated by mc² upon 30-day notice to customer if we return your service to ComEd per the PSA, you move outside the City of Yorkville area, you cease to be a ComEd customer or become ineligible for ComEd's Consolidated Billing. You may terminate this Agreement within 10 days after you receive your first bill under this Agreement from ComEd by notifying us at 1-8XX-XXX-XXXX. There is NO Termination Fee if you terminate the MC Squared Agreement prior to the end of the applicable term. If you terminate your agreement early, you will be obligated to pay for services rendered under the contract until service is terminated.

Adverse Material Change

This Agreement may be revised at any time by mc2 in the event of the occurrence of an event beyond mc2 reasonable control that materially alters the obligations of mc2 in performance of this Agreement. In such circumstances, mc2 will notify you and offer you a revised price and terms. If you do not accept the revised price and terms within 30 days, mc2 may terminate this Agreement.

Community Solar

Definitions: The following definitions from external sources are incorporated by reference.

- "Community Solar," or "CS," is a type of net metering that is available to customers pursuant to Section 16-107.5(I) of the Public Utilities Act [220 ILCS 5] and ComEd Rider POGCS [ILL C.C. No. 10, Sheet 344].
- "Subscriber" and "Subscription" are defined in Section 1-10 of the Illinois Power Agency Act [20 ILCS 3855]; "Subscriber" shall also incorporate the definition of "CS Subscriber" from ComEd Rider POGCS.
- "CS Beneficiary" is defined in ComEd Rider POGCS.

• "Energy Supply Rate" is defined below, and is intended to reflect an estimate of mc² costs to serve the Customer net of capacity, transmission, and other costs.

Community Solar Arranged By Customer Independent Of Supplier. To the extent that Customer is granted Subscriber or Beneficiary status by their utility with a CS project that Supplier did not arrange, the credit from Supplier to Customer pursuant to Section 16-107.5(I)(2) of the Public Utilities Act (e.g., the Energy Supply Rate) shall be no higher than \$0.02/kWh, unless otherwise specified in the Confirmation attached hereto. Customer need not take further action with mc² to effectuate such a subscription or other interest.

Customer acknowledges that mc² will provide credits to the customer based on information provided by the utility to the Regional Transmission Organization/RTO and/or mc². Customer agrees to indemnify and hold harmless mc² for any errors made by the utility or Regional Transmission Organization/RTO in providing or communicating relevant credits and information to mc².

Notices

Except as otherwise set forth in this Agreement or required by applicable law, notices to be provided under this Agreement shall be by U.S. Mail to the mailing address provided or electronic to the email address if provided.

Limitations of Liabilities

LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT AND ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES EXPRESSLY WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES. MC2S LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE.

Miscellaneous Provisions Waiver

A waiver by either Party of any breach of the Agreement, or failure of either Party to enforce any of the terms and provisions of the Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Agreement.

Assignment

Neither Party may assign the Agreement, in whole nor in part, without the other Party's prior written consent, but neither party may unreasonably withhold consent. However, mc² may assign the Agreement to another ARES without Customer's prior consent but that ARES shall agree in writing to be bound by this Agreement.

Force Majeure

If either Party is unable to perform its obligations, in whole or in part, due to an event of Force Majeure as defined herein, then the obligations of the affected Party (other than the obligations to pay any amounts due prior to the Force Majeure event) shall be suspended to the extent made necessary by such event. The term Force Majeure shall mean any act or event that is beyond the claiming Party's control (and which is not reasonably anticipated and prevented through the use of reasonable measures) including, without limitation, the failure of the Utility to receive, transport or deliver or otherwise perform, unless due to the failure of the Party claiming Force Majeure to perform such Party's obligations hereunder, and an event of Force Majeure of mc² suppliers. The Party suffering the event of Force Majeure shall give written notice of such event of Force Majeure in reasonably full particulars to the other Party, as soon as reasonably possible. Each Party shall make reasonable efforts to remedy Force Majeure as soon as possible. Force Majeure shall not include (i) the opportunity for mc² to sell the electricity to be sold under this Agreement to another party at a higher price than that set forth in the Agreement, (ii) the opportunity for Customer to purchase the electricity (or its Accounts from another party) at a lower price than that set forth in the Agreement, or (iii) the inability of either Party to pay its bills under the Agreement or any other of its bills.

Entire Agreement Amendments

This Agreement constitutes the entire understanding between the Parties, and supersedes and replaces any and all previous understandings, oral or written, in any matter relating to this Agreement. This Agreement may be amended only upon mutual agreement of the Parties and will only be effective if the amendment is in writing and executed by the Parties.

Emergency, Outage and Wire Service

In the event of an emergency, outage or service need, Customer must call the Utility at the emergency number indicated on the Utility invoice: 1-800-EDISON1 (1-800-334-7661).

Customer Care

Customer may contact mc² for Customer Care if Customer has specific comments or questions by calling mc²s toll-free telephone number at 1-8XX-XXXX-XXXX between the hours of 8AM and 5PM Central Prevailing Time (CPT), faxing mc² at (877) 281-1279, emailing mc² at Yorkville@mc2energyservices.com or mailing to the business address. The Illinois Commerce Commission can also be reached at 1-800-524-0795, TTY at (800) 858-9277 and their website address is http://www.icc.illinois.gov/.

Dispute Resolution

In the event of a dispute between you and mc², you and mc² both agree to (1) raise any claim that could be brought at the Illinois Commerce Commission ("Commission") at the Commission, and (2) in the event of a dispute at the Commission, agree to voluntary binding arbitration pursuant to the Commission's Rules.

UNIFORM DISCLOSURE STATEMENT

Name: MC Squared Energy Services, LLC (mc²)

Address: 175 West Jackson Blvd, Suite 240 Chicago, IL 60604

Phone: 1-877-622-7697

Rates and Product Information	
Price (in cents/kWh) and number of months this price stays in effect:	Variable - ComEd Purchased Electricity Charges, Transmission Charges and ComEd Purchased Electricity Adjustment. 24 months
Other monthly charges:	None
Total Price (in cents/kWh) with other monthly charges:	N/A
Length of contract:	Twenty-four (24) months
Price after the initial price:	N/A
Early Termination Fees and Contract Renew	val
Early Termination Fee:	\$0.00
Contract Renewal:	No Automatic Renewal
Right to Rescind and Cancel	
Rescission:	You have a right to rescind (stop) your enrollment within 10 days after your utility has received your order to switch suppliers. You may call us at 1-8XX-XXX-XXXX or your utility at (800) 334-7661 to accomplish this.
Cancellation:	You also have the right to terminate the contract without any termination fee or penalty if you contact us at 1-8XX-XXX-XXXX within 10 business days after the date of your first bill with charges from MC Squared Energy Services (mc²).

This is a sales solicitation and the seller is MC Squared Energy Services (mc²), an independent retail electricity supplier. If you enter in a contract with the seller, you will be changing your retail electric supplier. The seller is not endorsed by, representing, or acting on behalf of, a utility or utility program, a governmental body or a governmental program, or a consumer group or a consumer group program.

If you have any concerns or questions about this sales solicitation, you may contact the Illinois Commerce Commission's Consumer Services Division at (800) 524-0795. For information about the electric supply price of your electric utility and offers from other retail electric suppliers, please visit PlugInIllinois.org.

EXHIBIT B – TIMELINE

Date	Activity Opt Out Schedule
5/12/20	Assumed date City signs contract
5/14/20	City sends MC ² all information necessary to create individual letterheads and outer envelopes
5/18/20	MC ² receives updated Address lists and Account numbers from City
5/20/20	MC2 orders letterheads and outer envelopes from mailing house
5/27/20	MC ² send draft mailing packets to City for approval
6/3/20	City approves the final mailing proofs; mc ² sends to mailing house for print
6/10/20	21 days Opt Out Notice Mailing
7/1/20	Opt Out Due Date
7/2/20	MC ² processes account numbers for enrollment or Drop
7/9/20	DASR dates (Enrollments for meter cycles 1)
7/30/20	First meter cycle start for the new price (Aug meter cycle 1)

EXHIBIT C:

PRICE

Eligible Customers as defined in Section 2.11 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES), including pending "with RES" status; customers served under ComEd's Hourly Tariffed supply service (Rate RRTP); and participants enrolled in a net metering program through ComEd or an ARES other than the Supplier.

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier service or Tariffed Service as defined in Section 2.38 of the Agreement (i.e. ComEd default tariff supply service) based on Supplier's criteria including the customer's usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price, and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price:

Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

Termination Fee for Withdrawing Customers:

No Early Termination Fee - \$0 per utility account.

Special Services:

Delivery Term:

Aug 2020 – Aug 2022

Percent of RECs (see below):	5% (per EPA GPP req.)
Civic Contribution:	\$72,000 annual

Supplier will provide an annual valuation of \$72,000 in Civic Contribution payments to the City per Term in addition to the 5% RECs. Supplier will pay \$36,000 upfront (first month of delivery), and the remainder will be payable in equal monthly installment payments at \$3,000 per month to the City within 30 days after the last meter read cycle of each delivery month (i.e. August 2020 payment will be paid in October 2020).

In addition to every other right or remedy provided to the Municipality under this Agreement, Supplier may terminate or mutually agree to adjust the monthly Civic Contribution payment to the City if the number of accounts that supplier serves under this agreement falls below the higher of 1,200 accounts or 20% of the total number of accounts reported by ComEd pursuant to Rate GAP, because it would not be financially viable to continue the funding below such number.

Supplier will acquire and retire on behalf of the City of Yorkville, Renewable Energy Certificates (RECs) that meet the EPA's Green Power Community Program requirements from a location to be determined by Supplier within the Midwest Renewable Energy Tracking System (MRETS) or the PJM Generation Attribute Tracking System (GATS). However, in Supplier's sole discretion, Supplier may secure RECs from other locations within the United States in order to meet the EPA Green Power Community Program requirements if necessary.

The RECs to be retired will be equal to an amount equal to the historical twelve months of electricity usage for the Eligible Customers excluding accounts on ComEd hourly tariff supply service and accounts with another alternative electric supplier, represented on the provided ComEd "Usage Data" file multiplied by the Percent of RECs value identified above. Supplier will assist the City of Yorkville with all the documentation required to become an EPA Green Power Partner Community.

Supplier: MC Squared Energy Services, LLC	Municipality: City of Yorkville
Signed:	Signed:
Printed/Typed Name:	Printed/Typed Name:
Charles C. Sutton	
Title: President	Title:City Manager
Date:	Date:
Attest:	Attest:
Signed	Signed
Date:	Date:
Attest:	Attest:

Signed	Signed
Printed/Typed Name:	Printed/Typed Name:
Title:	Title:

EXHIBIT D

INSURANCE COVERAGES

- A. Worker's Compensation and Employer's Liability with limits not less than:
 - (1) Worker's Compensation: Statutory;
 - (2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

- B. Comprehensive General Liability
 - a. with coverage written on an "occurrence" basis with limits no less than: \$1,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "occurrence" basis.

Coverage shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Agreement)
- \$200,000 Deductible
- coverage written on a "claims made" basis with limits no less than:
 \$1,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on a "claims made" bases.

Coverage shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Agreement)
- \$200,000 Deductible
- c. with coverage for motor vehicle liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.
- C. Umbrella Policy. The required coverage 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.



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

Agenda Item Number	
Mayor's Report #4	
Tracking Number	
CC 2020-35	

Agenda Item Summary Memo

Title: FY 21 Budget	Update	
Meeting and Date:	City Council – April 28, 2020	0
Synopsis: See attach	ed memo.	
Council Action Prev	iously Taken:	
Date of Action: N / A		:
Item Number:		
Type of Vote Requir	red: N/A	
Council Action Requ	nested: Discussion	
Submitted by:	Bart Olson	Administration
	Name	Department
	Agenda Item	1 Notes:



Memorandum

To: City Council

From: Bart Olson, City Administrator

CC:

Date: April 23, 2020

Subject: FY 21 Budget Updates – Pandemic and Recession

Summary

A review of potential budget updates for the FY 21 budget, due to the COVID-19 pandemic and likely national recession.

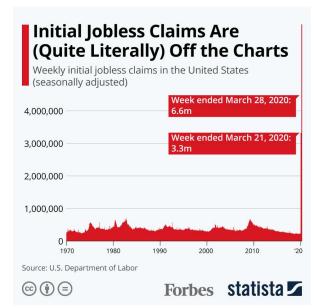
Background (all new text)

The City Council last discussed the FY 21 budget proposal at the April 14th City Council meeting, where the FY 21 budget was approved with amendments listed in an attached spreadsheet. These amendments were not related to pandemic/recession forecasting. The City Council reviewed a staff memo with several pages of potential budget impacts from the pandemic and recession. For ease of use, we have kept the structure and content of that memo and will add commenting paragraphs below each bulletpoint with any updates.

Important concepts (new text only where update is noted)

- 1. What will be the size and length of the economic downturn? What will be the timing and shape of the recovery?
 - a. April 23, 2020 update Here's some article headlines and a chart on the economic situation:
 - i. "US Weekly jobless claims hit 4.4 million, bringing 5-week total to more than 26 million" CNBC
 - ii. "Stocks fight for gains as small business relief overshadows job losses" Fox Business

iii.



- 2. Income tax filings have been delayed by the state from April to July. Late penalties are being waived, giving people less incentive to file on time. This will delay the observation of the economic downturn on state income tax payments, causing less accurate LGDF estimates.
 - a. April 23, 2020 update LGDF estimates have not been created by the IML or IGFOA, but the Governor's Office of Management and Budget (GOMB) has released their own estimates for impacts to state income taxes. While these revenue estimates are not exactly correlated to the City's share of state income taxes, they are a good baseline. As of early April, the GOMB is anticipating a 6.9% decline in individual income taxes for their entire FY 20 budget estimates, which ends June 30, 2020, and another 8.8% decline in individual income taxes for the entire FY 21 budget estimate, which ends June 30, 2021. For those same time periods, they anticipate corporate income taxes to decrease 12% and 17% off their budget estimates. Our early staff estimate is that this could impact the City's FY 20 budget by \$130,000 and the FY 21 budget by \$120,000.
- 3. Sales tax submittals to the state by bars and restaurants is being deferred in timing and amount. Certain bars and restaurants may now pay only a portion of their obligation of state sales tax for February, March, and April consumer sales through August 2020.
- 4. One report that miles driven in the Chicagoland region after the stay-at-home order was issued is 67% less miles than normal. Since MFT is based on a per gallon flat rate, the relationship between miles driven and gas taxes received by the City should be linear, i.e. 67% less.
- 5. The City's utility bills (water, sewer, sanitary district, garbage, and road infrastructure fee) were due on April 6th for usage that occurred in December and January. The City staff was monitoring payment counts and amounts received and can report that neither figure was outside of normal expectations. The "late" bills are due April 20th, and staff will monitor whether those figures are outside expectations. The next full utility bill cycle will cause bills to be due June 5th.
 - a. April 23, 2020 Update The April 20th late bill payment deadline was within normal expectations.
- 6. A number of the City's capital funds are dependent upon impact fees. Fortunately, the City has been extremely conservative in new housing start estimates and does not depend on these revenues for ongoing operational expenditures. The Mayor and staff have been polling local and national home builders and all remain optimistic for the construction season.
- 7. The State of Illinois is one of the least financially prepared states for a major recession or depression. The State has already begun sweeping different funds and delaying payments to non-health and non-medical organizations. Members of both political parties in Illinois in the past have discussed slashing state revenue sharing with municipalities. While no specific proposal is on the table at this time, one could easily imagine a scenario where municipal-related state funds are swept, and state revenue sharing is significantly reduced.
 - a. April 23, 2020 Update The state has moved funds around within their own budget but has not yet signaled any impact to revenue streams shared with municipalities.

8. The City's cash position and cash flow, even in extreme circumstances and with no affirmative action by the City is ok through 2020. The City's cash position and cash flow, in extreme circumstances and with no affirmative action by the City will enter crisis territory in mid-2021 before being untenable by the end of 2021. The City's valley of cashflow will occur in December 2020 and December 2021, when most of the City's bond payments are made.

Important Dates (all old text, no updates)

- 9. When the curve is flattened
- 10. When different sectors of the economy are able to restart
- 11. Early May 2020 when the sales tax monthly report for February consumer sales will be released, and when the sales tax reporting deferral will be seen
- 12. Mid May 2020 when the MFT monthly report for March consumer sales will be released
- 13. Early June 2020 when the sales tax monthly report for March consumer sales will be released from the state, and the first with potentially lower sales and reporting deferrals
- 14. Early July 2020 when the sales tax monthly report for April consumer sales will be released from the state
- 15. July 1, 2020 when the first, partial online sales tax methodology change goes into effect statewide, resulting in modest (relative) sales tax revenue increases for municipalities
- 16. July 2020 when income taxes are due to the state
- 17. September 2020 when the first sales tax monthly report will be released that could possibly the first sales tax monthly report with no deferrals
- 18. August 2020 no action has been taken by Kendall County to implement this date yet, but the current discussion for property tax payment dates would push the first payment out to August 2020
- 19. November 2020 state referendum on progressive income tax
- 20. December 2020 large bond payments are due, representing a valley of cashflow
- 21. January 1, 2021 when the second, full online sales tax methodology change goes into effect statewide, resulting in potentially significant (relative) sales tax revenue increases for municipalities
- 22. February 2021 when abatement ordinances on alternate revenue bonds are due to the County
- 23. December 2021 large bond payments are due, representing a valley for cashflow

Revenues – Summary (mostly new text)

With the GOMB forecast on state income taxes and state sales taxes but without updates from the IML or IGFOA on other revenue streams, Staff currently projects that General Fund revenues may decrease in aggregate between \$1M to \$2M over the course of FY 21. This is a conservative estimate and will depend on how long the stay at home order is in effect and the severity of the anticipated recession. For sales taxes, we have assumed a broad reduction in retail sales for local restaurants, bars and other "non-essential" businesses thru May. For the General Fund, as well as the City's other operating and capital funds (Water, Sewer, Parks & Recreation, City-Wide Capital, Library), the primary concerns are explained in greater detail below; but for the most part, can be summarized as follows:

- the State cutting or delaying various tax remittances
- the County delaying property tax distributions and the impact of a potential recession on the local real estate market
- delays and non-payments of various utility billing charges
- limited investment opportunities in a low interest rate environment
- the impact on the building and development community should a prolonged recession occur
- the duration of social distancing, as many revenue streams are dependent upon people freely engaging in various activities in a public setting

Revenues - Highest concern (new text only where update is noted)

- 24. <u>Municipal and NHR Sales Tax</u> account for approximately one-third of all General Fund revenues and can be highly volatile. Restaurants and bars generate ~14% of all municipal sales tax receipts. Could see potential losses from proposed FY 21 amounts of over \$750,000, based on current anecdotal sales information and the stay-at-home order being issued through the end of April.
 - a. April 23, 2020 Update While the stay at home order has not been extended past April 30th, recent comments by the Governor and Mayor of Chicago, as well as modeling for the COVID-19 case count, seems to indicate that widespread impacts to public gatherings will occur for several weeks, if not months. The staff has updated the FY 21 sales tax estimates, and now expects to see a decrease of more than \$1,000,000 in regular and non-home rule sales taxes.

Revenues - High concern (all old text, no updates)

- 25. <u>Income Tax</u> could possibly decline by \$200,000 or more due to sharp increases in unemployment levels and lower corporate profits should a recession occur. The State is also likely to either cut or delay payments, due to their own budgetary issues.
- 26. <u>Local Use Tax</u> decline could be marginal, due to the prevalence of on-line sales. However, the State is also likely to either cut or delay payments.
- 27. Motor Fuel Tax may decline by over \$100,000 from decreased demand, as a result of high unemployment and more people working remotely. The State also likely to either cut or delay payments.

- 28. <u>Water Sales, Infrastructure Fees and Late Penalties</u> water sales may decline due to shrinking usage or wet weather. May adversely impact cash flow due to customers paying late or not at all. Late penalties may also vary, depending on whether or not fees are waived.
- 29. <u>Sewer Maintenance Fees and Infrastructure Fees</u> similar to water infrastructure fees, may adversely impact cash flow due to customers paying late or not at all.
- 30. <u>Child Development and Athletics & Fitness</u> may result in substantial refunds and season cancellations depending on how long the shelter in place order lasts and the willingness of residents to reengage in public activities.
- 31. <u>Library Property Taxes</u> account for ~95% of all Library revenues. Any substantial delays in payments or remittance may result in serious operational and cash flow issues for the Library.
- 32. <u>TIF Property Taxes</u> any substantial delays in payments or remittance would add continued pressure to the General Fund, which directly offsets the negative cash position of the three TIF Funds. In future fiscal years, a potential decline in property values would further inhibit the TIF districts ability to eliminate its negative equity position.

Revenues - Medium concern (new text only where update is noted)

- 33. <u>Corporate Property Taxes</u> may be delayed by the County. This, coupled with delayed remittance of state taxes, would put a strain on operational cash flow. In future fiscal years, this revenue stream may continue to decline, as more and more funds are diverted away to cover the City's contribution to the Police Pension Fund.
 - a. April 23, 2020 update Property taxes are not being delayed by the County, but late fees are being waived for a couple months.
- 34. <u>Building Permits, Connection & Development Fees</u> the impact on permit revenue from the pandemic and recession that is anticipated to follow, remains to be seen. Staff will continue to provide updates regarding these revenue streams as information becomes available.
- 35. Amusement, Video Gaming & Hotel Taxes the impact on these revenue streams are wholly dependent on the longevity of the COVID-19 pandemic and the shelter in place order from the Governor. Hotel tax receipts will have limited impact on the City budget, as 90% of all proceeds received are remitted to the AACVB.
- 36. <u>Investment Earnings</u> are expected decline sharply City-wide in the upcoming fiscal year, due to potentially declining revenues and an extremely low interest rate environment.
- 37. MFT High Growth Earnings similar situation to the other state taxes mentioned above, these proceeds could be swept or delayed by the State.

Revenues - Low or no concern (all old text, no updates)

38. These revenue streams are comprised of pass-through items (such as business district or admission taxes), various reimbursements from developers and other sources, and all other revenues not previously identified – with minimal, individual impact on the overall budget.

Expenditures under consideration (all new text)

The Mayor and staff have preliminarily discussed a first cut list of approximately \$1.3m in the general fund or related funds and \$200,000 in the water fund to offset a potential loss of \$1.3m in general fund revenues. We have reprinted the full list of the "easy/medium/difficult" categories from the April 14th City Council memo, with items recommended to be cut noted. All of the cuts marked below will be continuously reviewed by the Mayor and staff, and may be amended or rescinded in the future.

Expenditures - Easy to implement (Updates as a bulletpoint for each item)

- 39. Delay the proposed new PW employee \$100,000 annually through FY 25
 - a. April 23, 2020 Update Cut until things stabilize.
- 40. Delay the FY 22 Police Commander \$150,000 annually beginning in FY 22 and annually through FY 25
 - a. April 23, 2020 Update Cut until things stabilize.
- 41. Implement a hiring freeze/review process whenever a vacancy occurs. The City has one anticipated retirement in the police department at the end of FY 20, and the Chief and the Mayor have proposed leaving that position vacant going forward \$85,000 annually through FY 25 for police retirement vacancy; TBD for all other employees
 - a. April 23, 2020 Update Implement a hiring freeze on a case-by-case basis. Do not rehire position to be vacated through one police officer retirement. Do not hire seasonal part-time help in the Parks and Public Works Departments.
- 42. Cutback or reduce new budget proposals
 - a. New sidewalk program gross annual spend proposed at \$125,000
 - i. April 23, 2020 Update Reduce the annual spend for this project, but watch for a turnaround and opportunity to reinstate the full budget amount.
 - b. Pavement striping gross annual spend proposed at \$62,000
 - i. April 23, 2020 Update Reduce the annual spend for this project, but watch for a turnaround and opportunity to reinstate the full budget amount.
 - c. Public Works building RFQ \$30,000
 - i. April 23, 2020 Update Cut until things stabilize.
 - d. Police building RFQ \$30,000
 - i. April 23, 2020 Update Cut until things stabilize.
 - e. E-ticketing software \$26,500
 - i. April 23, 2020 Update Cut this project, but watch for a turnaround and opportunity to reinstate at a later date.
 - f. Office chairs \$10,000
 - i. April 23, 2020 Update Cut until things stabilize.

- g. Buy one less police vehicle per year \$65,000 potential savings per vehicle
 - i. April 23, 2020 Update Reduce the annual spend for this project but watch for a turnaround and opportunity to reinstate the full budget amount.
- h. Bulk water dispenser \$20,000
 - i. April 23, 2020 Update Not cut for the time being, as cost is housed within the water fund.
- i. Enterprise Resource Program (ERP) gross budget spend in FY 21 and FY 22 proposed at \$475,000
 - i. April 23, 2020 Update Cut this project but continue to do due diligence on reducing scope and cost of a future ERP project and watch for a turnaround and opportunity to reinstate at a later date.
- j. Cable consortium participation net annual spend in FY 21 proposed at \$65,000
 - i. April 23, 2020 Update Cut participation in the consortium from a financial basis but do due diligence on remaining in the consortium at a reduced contribution amount and/or broadcasting public meetings with in house resources.

Expenditures - Medium difficulty to implement (Updates as a bulletpoint for each item)

- 43. Compensation and benefits
 - a. The City implemented a one-week furlough during the last recession. A one-week furlough based on current staff counts and compensation would yield more than \$100,000 in savings. This assumes that all employees, including union employees (subject to negotiation), would take a one-week furlough.
 - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient.
 - b. The City froze salaries for a year or two during the last recession, depending on the group of employees. A 0% raise for current non-union employees would yield more than \$100,000 in savings annually and compounded compared to the FY 21 budget proposal.
 - i. April 23, 2020 Update Recommendation to immediately implement.
 - c. The elected official compensation ordinance just approved by City Council doesn't take effect until FY 24, but the annual value is \$30,000 over prior compensation levels.
 - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

44. Cutback, reduce, defer

- a. Police pension contributions, currently at 100% funding target but legally required only at 90% funding target \$195,000 difference in FY 21
 - i. April 23, 2020 Update Savings can't be realized until FY 22, which is when the property tax levy to be passed by the City Council in December 2020 will be on the property tax bills. We recommend exploring this option with the police pension fund over the coming months.

- b. Greenbriar Road RTBR supplemental project \$200,000 in FY 21
 - i. April 23, 2020 Update Cut this project, but watch for a turnaround and opportunity to reinstate at a later date.
- c. 2021 RTBR program \$1,700,000 in FY 22
 - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- d. Staff training, organization wide \$100,000 annual
 - i. April 23, 2020 Update Reduce the annual spend for this project but watch for a turnaround and opportunity to reinstate the full budget amount.
- e. Staff membership in professional organizations TBD
 - i. April 23, 2020 Update Reduce the annual spend for this project but watch for a turnaround and opportunity to reinstate the full budget amount.
- f. Ask for all consultants, vendors, and partners to reduce contract value TBD
 - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient. However, without being asked, Attorney Orr has reduced her hourly rate by 7.5%.
- g. Mosquito control \$6,000 annual
 - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- h. Library liability insurance \$25,000 annual
 - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- i. Tuition reimbursement for currently enrolled employees \$15,000 annual in five year budget proposal
 - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- j. Minute taking change \$4,000 annual
 - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- k. Snow plow blades \$14,000 in FY 21
 - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- 1. Playground replacements \$200,000 in FY 21
 - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- m. Parks equipment and mowers \$70,000 in FY 21

- i. April 23, 2020 Update Cut until things to stabilize.
- n. Sanitary sewer crawler camera \$65,000 in FY 21
 - i. April 23, 2020 Update Cut until things stabilize.
- o. Hot water unit for vactor truck \$15,000 in FY 21
 - i. April 23, 2020 Update Cut until things stabilize.
- p. Public Works mowers \$31,000 in FY 21
 - i. April 23, 2020 Update Cut until things stabilize.
- q. Elizabeth St watermain replacement \$600,000 in FY 21
 - i. April 23, 2020 Update Cut until things stabilize. This project is entirely housed within the water fund, but we are recommending it be deferred indefinitely to protect cash-flow.
- r. Water fund capital including vehicles, Appletree Ct watermain, Well #7 electrical work, SCADA upgrades, water tower painting, Orange and Olsen watermain engineering work, and pressuring sensing valve program \$100,000 in FY 21
 - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient. Costs are entirely housed within the water fund.

Expenditures - High difficulty to implement or high impact to organization and services (Updates as a bulletpoint for each item)

- 45. Compensation and benefits
 - a. Reduce health insurance benefits TBD
 - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
 - b. Change health insurance carrier would have been \$100,000 difference in FY 21 if implemented, value in FY 22 is TBD
 - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
 - c. Move to self insurance Value TBD, but risk to City would increase
 - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
 - d. Furloughs of 20% (turning a 40 hour work week into a 32 hour work week) for all employees, including union employees (bargained) \$1,500,000 annual and compounded
 - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
 - e. Progressive salary cuts of 5% for employees paid less than \$60,000 annually, 10% for employees between \$60,000 and \$100,000 annually, and 15% for employees above \$100,000 \$900,000 annually and compounded

- i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- f. Salary freeze for all union employees (must be negotiated) \$100,000 annually and compounded
 - i. April 23, 2020 Update Recommendations to negotiate with unions.
- 46. Waves of staff layoffs The City's peak full-time employment count prior to the last recession was 96 actual employees, with 105 budgeted. During the recession and afterwards, the City reduced employment counts through a variety of methods and had a low-count of 71 full-time employees. The City's current employment count as of April is 77. Layoffs would have varying service impacts and cost savings, and specific layoffs would only be discussed in executive session.
 - a. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

47. Sell assets

- a. The Van Emmon Activity Center was worth \$1.2m prior to the pandemic.
 - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- b. The 8 acres at Kendall Marketplace was worth \$400,000 prior to the pandemic.
 - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

48. Categorical last resorts

- a. Refinance, restructure, and/or renegotiate all bond payments to delay and reduce imminent bond payment amounts.
 - i. April 23, 2020 Update No immediate proposal to implement, but due diligence will be conducted by staff for December 2020 bond payments.
- b. Renegotiate all developer obligations and payments to reduce imminent payment amounts.
 - i. April 23, 2020 Update No immediate proposal to implement, but due diligence will be conducted by staff on a case-by-case basis.
- c. Restructure developer fees and deposits to reduce City's financial burden. This would have the impact of increasing costs to developers and builders.
 - i. April 23, 2020 Update April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- d. Revenue enhancements. There are many options for raising tax and fee amounts, and creating new taxes but these would only help the organization and would burden the public.
 - i. April 23, 2020 Update No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

New Proposals, as of April 23, 2020

- 49. Part-time hires As noted above in the hiring freeze section, the Director Dhuse and Director Evans have both separately made the recommendation not to hire any seasonal part-time help in their departments. \$100,000 FY 21 value.
- 50. Outsourced inspections Director Noble and Code Official Ratos have been managing inspection workload to minimize outsourcing. \$60,000 FY 21 value.
- 51. Baseline Road Bridge There has been no specific proposal to spend these funds, as they had been budgeted simply as a protection against a sudden closure of the bridge. \$25,000 FY 21 value.

Recommendation

This is an informational item. Staff requests feedback on the content within.