



United City of Yorkville

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

AGENDA CITY COUNCIL MEETING Tuesday, July 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
Ken Koch
Dan Transier

WARD II
Jackie Milschewski
Arden Joe Plocher

WARD III
Chris Funkhouser
Joel Frieders

WARD IV
Seaver Tarulis
Jason Peterson

Establishment of Quorum:

Amendments to Agenda:

Presentations:

1. Advanced Disposal Recycling Presentation

Public Hearings:

1. Rebuild Illinois – Shovel Ready Site Grant Program – East Alley Utility Work

Citizen Comments on Agenda Items:

Consent Agenda:

1. ADM 2020-46 Treasurer's Report for June 2020

Minutes for Approval:

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

Bill Payments for Approval from the Current Bill List:

Payments total these amounts:

\$ 15,985.09 (vendors – FY 20)
\$ 1,024,766.64 (vendors – FY 21)
\$ 296,707.45 (payroll period ending 7/10/20)
\$ 1,337,459.18 (total)

Mayor's Report:

1. CC 2020-54 Appointments to Boards and Commissions

Public Works Committee Report:

1. PW 2020-42 Ordinance Approving a Plat of Easement Abrogation (Kendall Marketplace)
2. PW 2020-43 MFT Resolution for 2020 Striping Program
3. PW 2020-44 Beaver Street Booster Pump Station
 - a. Engineering Agreement
 - b. Recommendation for Improvements
4. PW 2020-45 Resolution in Support of the “Wyland Mayor’s Challenge for Water Conservation”
5. PW 2020-46 Rebuild Illinois Grants Program Applications
 - a. East Alley Infrastructure Project – Consensus Vote
 - b. Eldamain Road - Discussion
6. PW 2020-47 Ordinance Amending Title 7 of Chapter 6 of the Yorkville City Code (Sewer Ordinance)

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

1. ADM 2020-17 Resolution Ratifying a Master Contract by and between GovITC and Interdev, LLC
2. ADM 2020-39 Ordinance Regarding City Council Procedures – First Reading
3. ADM 2020-49 4th Quarter Budget Review – Fiscal Year 2020
4. ADM 2020-51 Ordinance Amending the Yorkville City Code, Title 1, Chapter 7, Section 3: Contracts and Purchases

Park Board:

Planning and Zoning Commission:

City Council Report:

City Clerk’s Report:

Community and Liaison Report:

Staff Report:

Mayor’s Report (cont’d):

2. CC 2020-55 FY 21 Budget Update
 - a. Resolution Authorizing the Purchase of One Groundmaster 4000-D Lawn Mower from Reinders, Inc., Mundelein, Illinois in the Amount of \$52,887.63.

Additional Business:

Citizen Comments:

Executive Session:

1. For the discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes.
2. For litigation, when an action against, affecting, or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent.
3. For the purchase or lease of real property for the use of the public body.
4. For collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

Adjournment:

 COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: August 19, 2020 – 6:00 p.m. – City Hall Conference Room

| <u>Committee</u> | <u>Departments</u> | <u>Liaisons</u> |
|----------------------------------|--------------------|-----------------|
| Chairman: Alderman Funkhouser | Finance | Library |
| Vice-Chairman: Alderman Transier | Administration | |
| Committee: Alderman Plocher | | |
| Committee: Alderman Peterson | | |

ECONOMIC DEVELOPMENT: August 4, 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: September 3, 2020 – 6:00 p.m. – City Hall Conference Room

| <u>Committee</u> | <u>Departments</u> | <u>Liaisons</u> |
|----------------------------------|--------------------|-----------------|
| Chairman: Alderman Tarulis | Police | School District |
| Vice-Chairman: Alderman Frieders | | |
| Committee: Alderman Milschewski | | |
| Committee: Alderman Transier | | |

PUBLIC WORKS: August 18, 2020 – 6:00 p.m. – City Hall Conference Room

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

UNITED CITY OF YORKVILLE
WORKSHEET
CITY COUNCIL
Tuesday, July 28, 2020
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PRESENTATIONS:

1. Advanced Disposal Recycling Presentation

PUBLIC HEARINGS:

1. Rebuild Illinois – Shovel Ready Site Grant Program – East Alley Utility Work

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. ADM 2020-46 Treasurer's Report for June 2020

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

MINUTES FOR APPROVAL:

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

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

BILLS FOR PAYMENT:

☐ Approved _____

☐ As presented

☐ As amended

☐ Notes _____

MAYOR'S REPORT:

1. CC 2020-54 Appointments to Boards and Commissions

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

PUBLIC WORKS COMMITTEE REPORT:

1. PW 2020-42 Ordinance Approving a Plat of Easement Abrogation (Kendall Marketplace)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

2. PW 2020-43 MFT Resolution for 2020 Striping Program

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

☐ Removed _____

☐ Notes _____

3. PW 2020-44 Beaver Street Booster Pump Station

a. Engineering Agreement

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

☐ Removed _____

b. Recommendation for Improvements

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

☐ Removed _____

☐ Notes _____

4. PW 2020-45 Resolution in Support of the “Wyland Mayor’s Challenge for Water Conservation”

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

☐ Removed _____

☐ Notes _____

5. PW 2020-46 Rebuild Illinois Grants Program Applications

a. East Alley Infrastructure Project – Consensus Vote

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

☐ Removed _____

b. Eldamain Road – Discussion

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

☐ Removed _____

☐ Notes _____

6. PW 2020-47 Ordinance Amending Title 7 of Chapter 6 of the Yorkville City Code (Sewer Ordinance)

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

ADMINISTRATION COMMITTEE REPORT:

1. ADM 2020-17 Resolution Ratifying a Master Contract by and between GovITC and Interdev, LLC

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

2. ADM 2020-39 Ordinance Regarding City Council Procedures – First Reading

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

3. ADM 2020-49 4th Quarter Budget Review – Fiscal Year 2020

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

☐ Removed _____

☐ Notes _____

4. ADM 2020-51 Ordinance Amending the Yorkville City Code, Title 1, Chapter 7, Section 3: Contracts and Purchase

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

☐ Removed _____

☐ Notes _____

MAYOR'S REPORT (CONT'D):

2. CC 2020-55 FY 21 Budget Update

- a. Resolution Authorizing the Purchase of One Groundmaster 4000-D Lawn Mower from Reinders, Inc., Mundelein, Illinois in the Amount of \$52,887.63.

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



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

Agenda Item Number

Presentation #1

Tracking Number

Agenda Item Summary Memo

Title: Advanced Disposal Recycling Presentation

Meeting and Date: City Council – July 28, 2020

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



United City of Yorkville

July 28, 2020



Agenda



- Introduction and Acquisition Update
- Recycling Collection Process
- Yorkville Historical Recycling Rates
- Recycling Contamination Challenges
- Question and Answers

Recycling Collection Process



- Recycling materials are contained in 65-gallon recycling carts, placed at the curb, and collected weekly
- Recycling materials are collected separately from refuse and yard waste by use of a frontend loading automated collection vehicle
- The recycling materials are transported back to our Batavia transfer station and then delivered to Lakeshore Recycling for processing

Proper Cart Placement

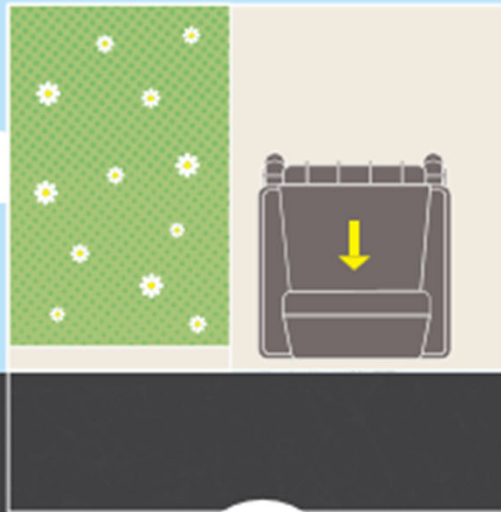


We need your help to serve you better and to improve collection efficiency!



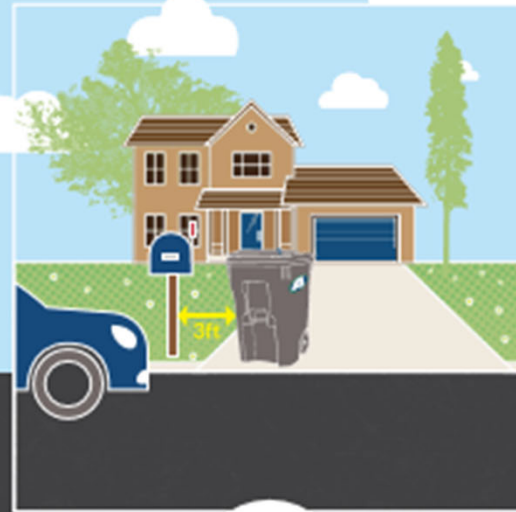
STEP 1 ROLL

Place all items inside the cart, close the lid completely and safely ROLL the cart to the edge of the curbside.



STEP 2 PLACE

PLACE the cart at the edge of the curbside with the wheels and handle facing the house and the lid opening toward the street.



STEP 3 SPACE

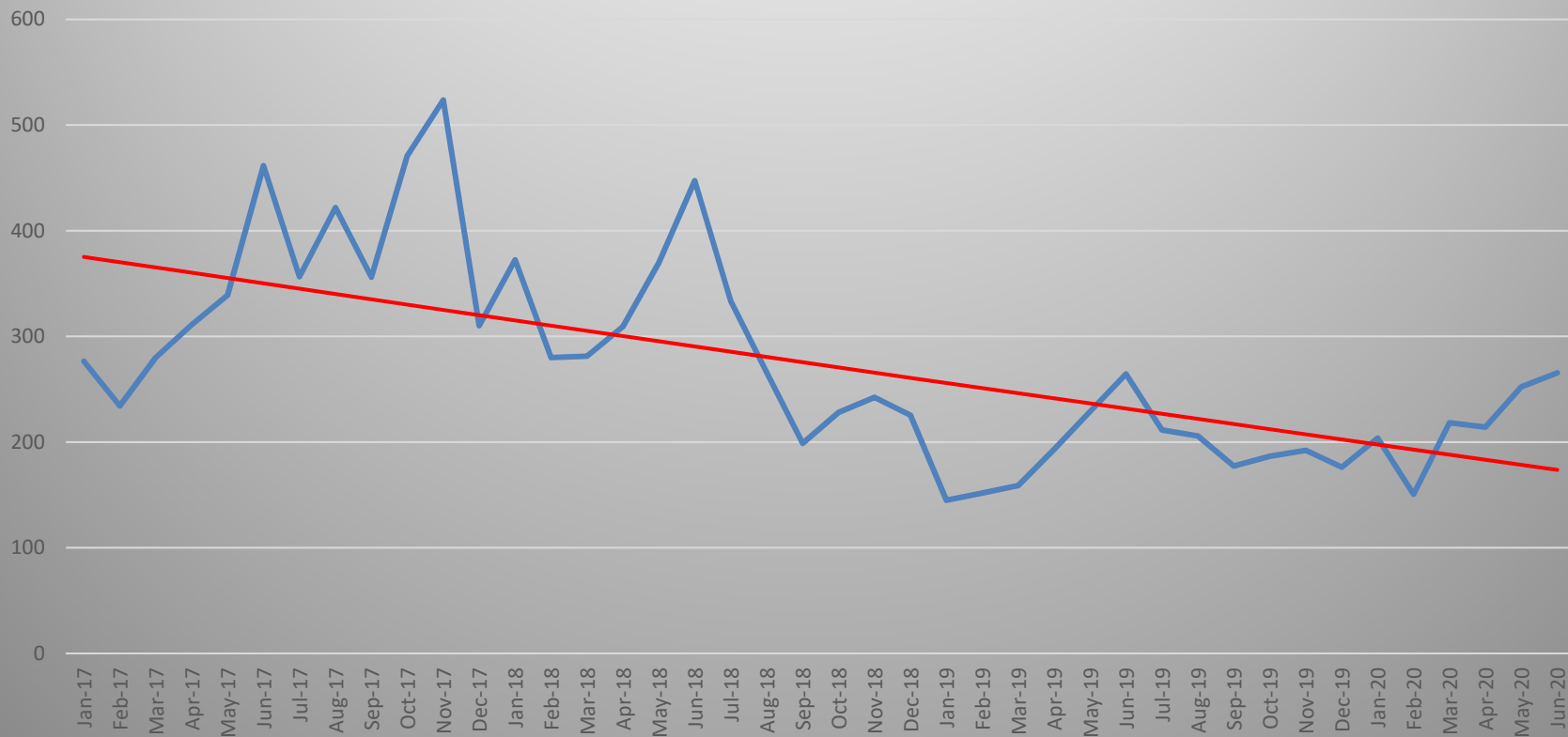
Make sure there is nothing in front of the cart and at least 3 feet of SPACE or clearance on all other sides.

Please remember, **keep a minimum of 3 feet of space** between carts and other objects. Thank you!

Refuse Generation Trend



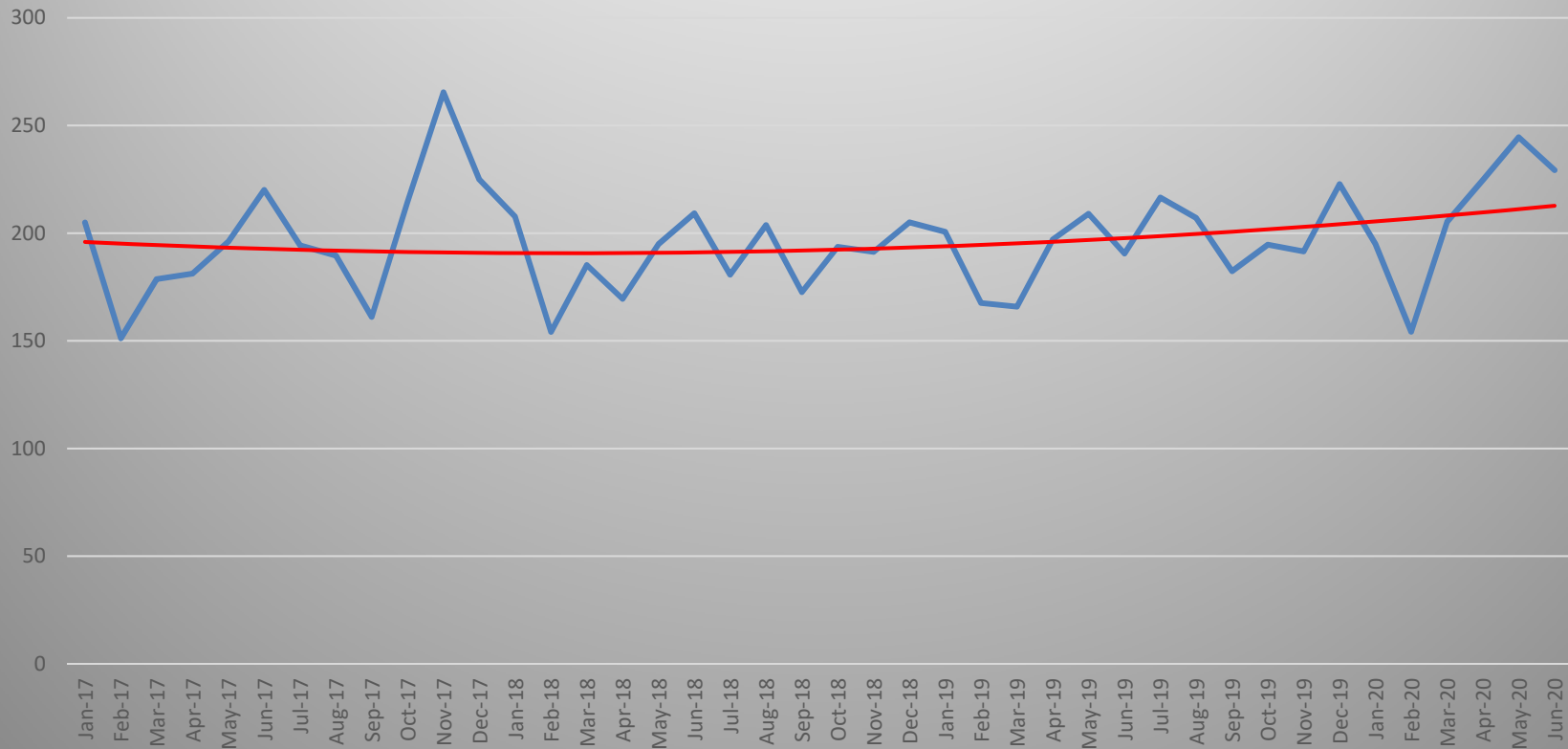
Yorkville Monthly Refuse Tonnages January'17 - June'20



Recycling Generation Trend



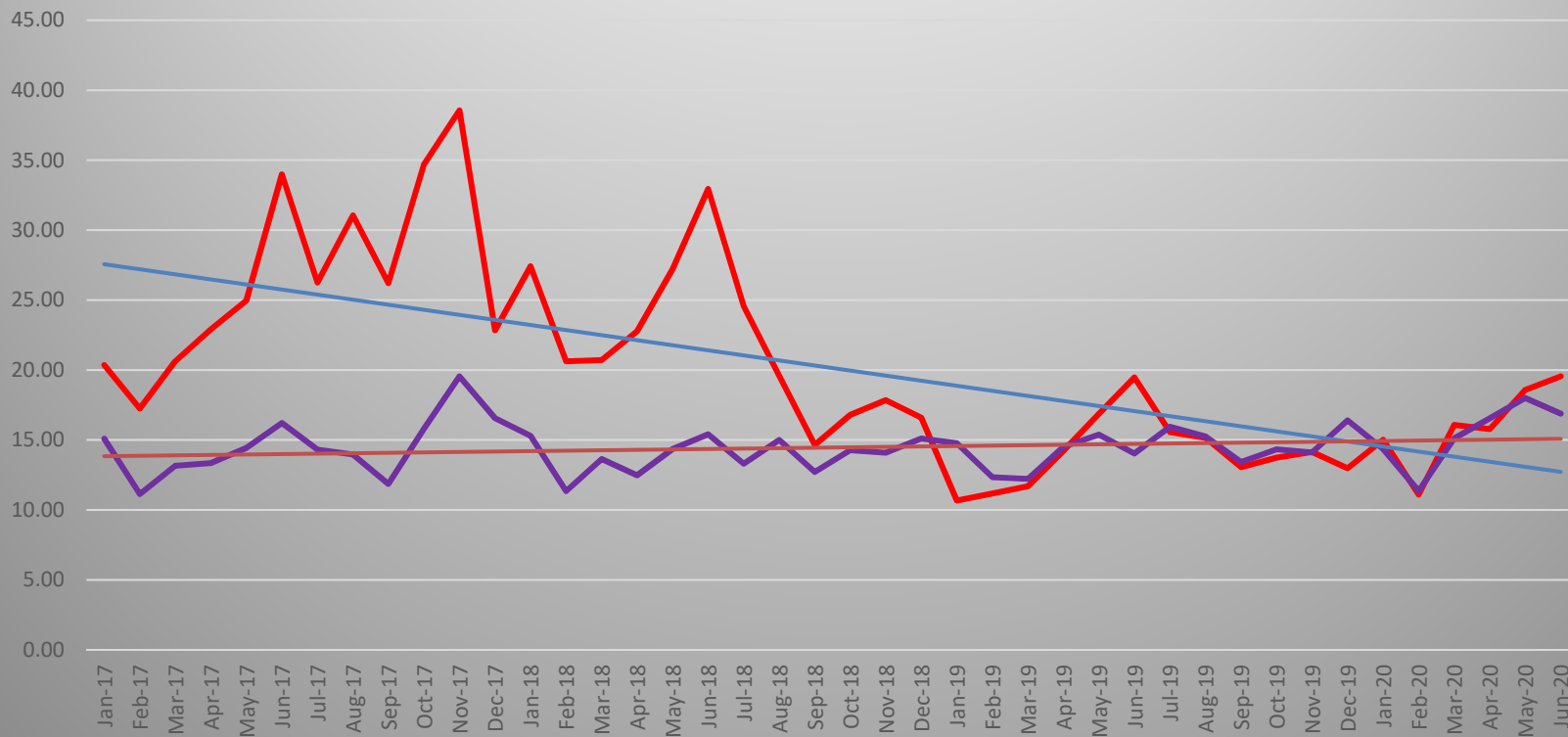
Yorkville Monthly Recycling Tonnages January'17 - June'20



Household Generation Trend



Yorkville Pounds/Household/Week January'17 - June'20



Recycle Right



Recycle Right means "Clean" Recycling

So what can I recycle?

While recycling is the first step in the process, it's important to put materials in the cart or bin that actually belong there. Most importantly, we need your help to reduce the contamination of clean recycling materials by separating those with organic material on them. Know before you throw!

Always check your local municipality for your individual recycling guidelines. Please visit AdvancedDisposal.com/find-a-facility.aspx



✓ Acceptable Items:



Cardboard
(Yes, all those Prime boxes!)



Paper
(Office paper, brown paper bags, mail, etc.)



Aluminum Cans, Metal Containers
(After being quickly rinsed)



Plastic Bottles, Jars, Jugs and Containers
(After being quickly rinsed)

Common Recycling Mistakes



❌ Plastic Grocery Bags

These are the most common items in the bin or cart that shouldn't be there, and they can be the most detrimental. When they get caught in the recycling sorter, they have to shut the whole system down and manually pull them out. Instead, consider recycling them by taking them back to the grocery or pharmacy, or big box stores where there are specially designated bins for recycling plastic bags.

❌ Take-Out Containers & Donut Boxes

Food residue can contaminate the boxes or other recyclable material. They can only be recycled if free of food waste and residue from food (think cheese from pizza).

❌ Polystyrene (Styrofoam)

Although Styrofoam is recyclable, it requires highly specialized equipment that single stream recycling facilities are not equipped with. Some restaurants (such as Chick-R-A) accept their own Styrofoam cups for recycling.

❌ Paper Coffee Cups

Although often thought of as a better alternative to Styrofoam, paper cups pose issues to recycling as well due to the plastic coating applied to prevent leaking. Your best bet is to bring your own mug!

❌ Shredded Paper

Shredding paper reduces its size so dramatically that it ends up mixed with the residue or glass at recycling facilities. Because the machines sort broken glass and other debris by size, the shredded paper often gets destroyed or disposed of because it ends up in the wrong place. Once it is mixed with glass or residue, it cannot be recovered for recycling.

❌ Pizza Boxes

This is one of the most common recycling mistakes. Although they are made of cardboard, the grease from the pizza contaminated the raw material. You can tear off the untarnished parts and recycle them though!

❌ Household Glass

Items like window panes, mirrors, light bulbs, and dishes are dangerous and should be left out of your recycling. Light bulbs can be recycled at many hardware and home improvement stores. Dishes, if not broken, can be donated to local charities.

❌ Wet Paper

Paper that has gotten wet can make recycling difficult or impossible. Take care to cover your recyclables to keep them safe from the elements. Wet paper should be discarded with the trash.

❌ Milk & Juice Cartons

These are often coated with a thin layer of wax but can still be recycled by many (but not all) communities. Best bet is to check with the local municipality, hauler or recycler to see if these can be recycled.

❌ Baby Diapers

The plastic from them cannot be salvaged. Plus it's just plain gross!

❌ Aerosol Cans

While these are made of metal, because of the chemicals used to pressurize the cans, they are classified as household hazardous waste and should be discarded as such – not with recyclables or with the garbage.

❌ Ceramics & Pottery

This includes things like coffee mugs and old flower pots. Look into donating items like this if they are in alright shape, someone else may be able to reuse them!

❌ Paint, Pesticides, Automotive Fluids, Diesel Fuel, Gasoline, Kerosene & Car Batteries

They cannot be accepted and should be disposed of at a hazardous waste disposal facility.

❌ Automotive Parts & Scrap Metals

These are too large and cumbersome for recycling equipment and could cause injury.

❌ Hypodermic Needles

At one time, people were told that it was safe to put needles into a plastic bottle. It is not safe. Our workers can be exposed to grave illness and blood borne diseases. People need to properly dispose of used needles.



Common Recycling Mistakes



The Worst Contaminants You Can Put in Your Recycling Cart/Bin

The following items generate the most contamination of your clean recycling materials. Please avoid including these items at all costs!

- ❌ **Any Food Waste and Liquids** (This includes containers with any organic residue!)
- ❌ **Take-Out Containers (foam products), Pizza Boxes, and Donut Boxes**
- ❌ **Any Plastic Bags** (They get caught up in all the machinery)
- ❌ **Holiday lights, wires, or hoses** (Anything that can get tangled)
- ❌ **Batteries** (Especially lithium!)



If you are including any food and beverage containers, please don't forget to quickly rinse them out with water before putting them in your recycling bin/container!



Questions & Answers





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

Agenda Item Number

Public Hearing #1

Tracking Number

Agenda Item Summary Memo

Title: Rebuild Illinois – Shovel Ready Site Grant Program – East Alley Utility Work

Meeting and Date: City Council – July 28, 2020

Synopsis: _____

Council Action Previously Taken:

Date of Action: PW 07-21-20 Action Taken: Moved forward to CC Public Hearing.

Item Number: PW 2020-46

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Bart Olson

Name

Administration

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Illinois Department of Commerce & Economic Opportunity

Uniform Application for State Grant Assistance

Agency Completed Section

1. Type of Submission ☐ Pre-Application
☒ Application
☐ Changed / Corrected Application
2. Type of Application ☒ New
☐ Continuation (i.e. multiple year grant)
☐ Revision (modification to initial application)

3. Date/Time Received By State (Completed by State Agency upon Receipt of Application)

4. Name of Awarding State Agency

Department of Commerce and Economic Opportunity

5. Catalog of State Financial Assistance (CSFA) Number

420-75-2380

6. CSFA Title

REBUILD ILLINOIS SHOVEL READY SITES GRANT PROGRAM

Catalog of Federal Domestic Assistance (CFDA)

☐ Not Applicable (No federal funding)

7. CFDA Number

14.228

8. CFDA Title

Community Development Block Grants/States

9. CFDA Number

N/A

10. CFDA Title

N/A

Additional CFDA
Number, if required

N/A

Additional CFDA
Title, if required

N/A

Funding Opportunity Information

11. Funding Opportunity Number

91-1

12. Funding Opportunity Title

REBUILD ILLINOIS COMPETITIVE SHOVEL READY SITES GRANT PROGRAM PP

Competition Identification ☒ Not Applicable

13. Competition Identification Number N/A

14. Competition Identification Title N/A

Applicant Completed Section

Applicant Information

15. Legal Name (Name used for DUNS registration and grantee pre-qualification) United City of Yorkville

16. Common Name (DBA)

17. Employer/Taxpayer identification number (EIN, TIN) 36-6006169

18. Organizational DUNS Number 112382973

19. SAM Cage Code 7VUG5

20. Business Address
(Address 1)
(Address 2)
(City), (State), (zip - 4)
800 Game Farm Road
Yorkville, IL 60560

Applicant's Organizational Unit

21. Department Name City of Yorkville, Administration Office

22. Division Name

Applicant's Name and Contact Information for Person to be Contacted for **Program** Matters involving this Application.

23. First Name Erin

24. Last Name Willrett

25. Suffix

26. Title Assistant City Administrator

27. Organizational Affiliation

28. Telephone Number 630-553-4350

29. Fax Number 630-553-7575

30. E-mail Address ewillrett@yorkville.il.us

Applicant's Name and Contact Information for Person to be Contacted for **Business/Administrative Office** Matters involving the Application.

31. First Name Bart

32. Last Name

33. Suffix

34. Title

35. Organizational Affiliation

36. Telephone Number

37. Fax Number

38. E-mail Address

Areas Affected

39. Areas Affected by the Project (cities, counties, state-wide, add attachments e.g. maps)

City of Yorkville, IL

40. Legislative and Congressional District of Applicant

US Congressional District #14; Illinois Senate District #25; Illinois Representative District #50; Illinois Representative

41. Legislative and Congressional Districts or Program Project

US Congressional District #14; Illinois Senate District #25; Illinois Representative District #50

Applicant's Project

42. Description Title of Applicant's Project

Watermain replacement, sanitary rehabilitation, electrical lines buried, all in the Alley East of IL Route 47 in the 200 block in the City of Yorkville.

43. Proposed Project Term

Start Date

End Date

44. Estimated Funding (Include all that apply)

☒ Amount Requested from the State

☐ Applicant Contribution (e.g., in kind, matching)

☒ Local Contribution

☐ Other Source of Contribution

☐ Program Income

Total Amount

Applicant Certification:

By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001)

(*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity. If a NOFO was not required for the award, the state agency will specify required assurances and certifications as an addendum to the application.

☒ I Agree

Authorized Representative

45. First Name

46. Last Name

47. Suffix

48. Title

49. Telephone Number

50. Fax Number

51. E-mail Address

52. Signature of Authorized Representative

53. Date Signed

APPLICANT PROJECT INFORMATION
REBUILD ILLINOIS SHOVEL READY SITES

I. PROJECT LOCATION ADDRESS:

Street Address 800 Game Farm Road
(required)

City Yorkville State IL Zip Code 60560
The project location will be utilized to verify inclusion in an opportunity zone and/or DCEO underserved area.

II. PROJECT BENEFIT:

Is this project located in an Enterprise Zone? ☒ Yes ☐ No

Is this project located in an Empowerment Area? ☐ Yes ☒ No

Is this project located in a Tax Increment Financing District? ☒ Yes ☐ No

What is the current unemployment rate of the County? 13.8% (from IDES Non Seasonally Adjusted, available at: https://www2.illinois.gov/ides/lmi/Pages/Local_Area_Unemployment_Statistics.aspx)

III. APPLICATION WRITER

CONTACT PERSON:

TITLE:

Erin Willrett Assistant City Administrator

ADDRESS AND PHONE NUMBER:

Firm Name United City of Yorkville

Street Address 800 Game Farm Road P.O. Box _____
(required) (Only if no street address)

City Yorkville State IL Zip Code 60560 +0136
(include + 4)

E-Mail ewillrett@yorkville.il.us
(required)

BUSINESS PHONE: (630) 553-4350 FAX PHONE: (630) 553-7575

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 36-6006169
(required)

IV. **PROJECT ENGINEER**, (if applicable and selected)

CONTACT PERSON:

TITLE:

Brad Sanderson

City Engineer

ADDRESS AND PHONE NUMBER:

Firm Name Engineering Enterprises, Inc.

Street Address 52 Wheeler Road
(required)

P.O. Box _____
(Only if no street address)

City Sugar Grove State IL Zip Code 60554+0009
(include + 4)

E-Mail bsanderson@eeiweb.com

(required)

BUSINESS PHONE: (630) 466-6700

FAX PHONE: (630) 466-6701

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 36-3150869

(required)

| | | | | | |
|---|-------------------------------|--|---------------------------|---------------------------------|------------|
| STATE OF ILLINOIS | UNIFORM GRANT BUDGET TEMPLATE | | | Commerce & Economic Opportunity | |
| Organization Name: | United City of Yorkville | DUNS# | 112382973 | NOFO # | 2380-1364 |
| CSFA Number: | 420-75-2380 | CSFA Description: | REBUILD ILLINOIS COMPETIT | Fiscal Year: | 2021 |
| SECTION A -- STATE OF ILLINOIS FUNDS | | | | Grant # | |
| Revenues | | | | TOTAL REVENUE | |
| (a). State of Illinois Grant Amount Requested | | | | \$ | 895,350.00 |
| BUDGET SUMMARY STATE OF ILLINOIS FUNDS | | | | | |
| Budget Expenditure Categories | | OMB Uniform Guidance Federal Awards Reference 2 CFR 200 | | TOTAL EXPENDITURES | |
| 1. Design/Engineering | | | | \$ | 68,300.00 |
| 2. Building/Land Purchase | | | | \$ | - |
| 3. Equipment/Materials/Labor | | | | \$ | - |
| 4. Equipment | | | | \$ | - |
| 5. Wiring/Electrical | | | | \$ | - |
| 6. Mechanical System | | | | \$ | - |
| 7. Paving/Concrete/Masonry | | | | \$ | - |
| 8. Plumbing | | | | \$ | - |
| 9. Construction Management/Oversight | | | | \$ | 68,300.00 |
| 10. Construction | | | | \$ | 758,750.00 |
| 11. Other Construction Expenses | | | | \$ | - |
| 12. Excavation/Site Prep/Dem | | | | \$ | - |
| 13. Site Work | | | | \$ | - |
| 14. Demolition & Removal | | | | \$ | - |
| 15. Contingency | | | | \$ | - |
| 16. Total Direct Costs (lines 1-15) | | | | \$ | 895,350.00 |
| 17. Total Costs State Grant Funds (16 & 17) | | | | \$ | 895,350.00 |



Engineering Enterprises, Inc.

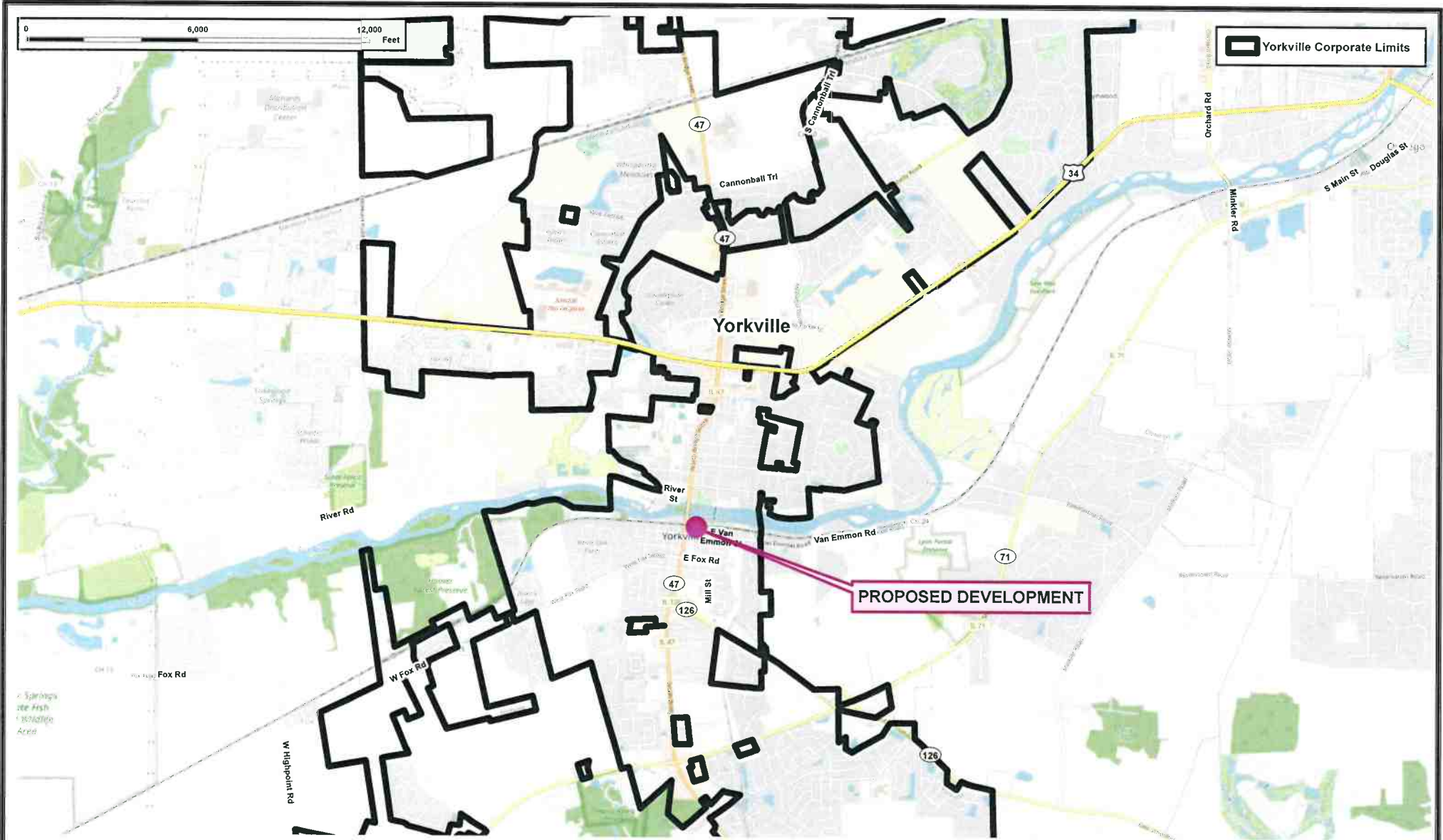
52 Wheeler Road, Sugar Grove, IL 60554

| | |
|-----------------------|---------------|
| JOB NO: | YO2020-C |
| DESIGNED: | NLS |
| DATE: | July 14, 2020 |
| PROJECT TITLE: | Shovel Ready |

PRELIMINARY COST ESTIMATE - 8" WM Replacement + 10" Sanitary Rehab + ComEd Relocate

| ITEM NO. | ITEM | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|--|------|----------|---------------|---------------|
| 1 | PRESSURE CONNECTION WITH TAPPING SLEEVE, AND 8" TAPPING VALVE IN 60" VAULT | EA | 2 | \$ 9,500.00 | \$ 19,000.00 |
| 2 | WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH | LF | 390 | \$ 100.00 | \$ 39,000.00 |
| 3 | GATE VALVE, 8-INCH (RESILIENT SEAT) IN 48" VAULT | EA | 1 | \$ 5,000.00 | \$ 5,000.00 |
| 4 | BORE AND JACK 20" STEEL CASING PIPE (WATER MAIN NOT INCLUDED) | LF | 50 | \$ 500.00 | \$ 25,000.00 |
| 5 | CATHODIC PROTECTION FOR STEEL CASING PIPE | EA | 2 | \$ 1,750.00 | \$ 3,500.00 |
| 6 | FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ | EACH | 2 | \$ 6,000.00 | \$ 12,000.00 |
| 7 | DUCTILE IRON FITTINGS | LB | 700 | \$ 10.00 | \$ 7,000.00 |
| 8 | WATER SERVICE CONNECTION, 1" | EACH | 8 | \$ 1,500.00 | \$ 12,000.00 |
| 9 | WATER SERVICE - PEX, 1" | LF | 200 | \$ 35.00 | \$ 7,000.00 |
| 10 | DISCONNECT AND ABANDON EXISTING WATER MAIN | EACH | 2 | \$ 2,000.00 | \$ 4,000.00 |
| 11 | FIRE HYDRANT REMOVAL | EACH | 1 | \$ 750.00 | \$ 750.00 |
| 12 | VALVE VAULT TO BE ABANDONED | EACH | 2 | \$ 800.00 | \$ 1,600.00 |
| 13 | WATER MAIN TESTING - PRESSURE AND DISINFECTION | LS | 1 | \$ 1,500.00 | \$ 1,500.00 |
| 14 | CURED-IN-PLACE PIPE LINING, 10" | LF | 355 | \$ 75.00 | \$ 26,625.00 |
| 15 | MANHOLE REHABILITATION | EA | 3 | \$ 6,000.00 | \$ 18,000.00 |
| 16 | SANITARY SEWER POINT REPAIR, 10" | LF | 50 | \$ 100.00 | \$ 5,000.00 |
| 17 | FOUNDATION MATERIAL | CY | 40 | \$ 35.00 | \$ 1,400.00 |
| 18 | NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL | TON | 700 | \$ 50.00 | \$ 35,000.00 |
| 19 | HMA PAVEMENT REMOVAL AND REPLACEMENT, 4" | SY | 70 | \$ 105.00 | \$ 7,350.00 |
| 20 | HOT-MIX ASPHALT SURFACE REMOVAL, 3-INCH | SY | 500 | \$ 5.00 | \$ 2,500.00 |
| 21 | HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 (3" TOTAL IN 2 LIFTS) | TON | 90 | \$ 95.00 | \$ 8,550.00 |
| 22 | BITUMINOUS MATERIAL (PRIME COAT) | LB | 350 | \$ 1.00 | \$ 350.00 |
| 23 | COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT | LF | 55 | \$ 50.00 | \$ 2,750.00 |
| 24 | SIDEWALK REMOVAL AND REPLACEMENT | SF | 120 | \$ 25.00 | \$ 3,000.00 |
| 25 | PAVEMENT MARKING, 4" | LF | 1,000 | \$ 5.00 | \$ 5,000.00 |
| 26 | CCDD TESTING & LPC-663 | LS | 1 | \$ 5,000.00 | \$ 5,000.00 |
| 27 | DUMPSTER ENCLOSURE | LS | 1 | \$ 20,000.00 | \$ 20,000.00 |
| 28 | BOLLARD, 6" DIAMETER (FIRE HYDRANT PROTECTION) | EACH | 2 | \$ 1,500.00 | \$ 3,000.00 |
| 29 | RAILING REPAIR/REPLACEMENT AT VAN EMMON | LS | 1 | \$ 10,000.00 | \$ 10,000.00 |
| 30 | RESTORATION | SY | 25 | \$ 75.00 | \$ 1,875.00 |
| 31 | RAILROAD PROTECTIVE LIABILITY INSURANCE | LSUM | 1 | \$ 7,000.00 | \$ 7,000.00 |
| 32 | COMED RELOCATE UNDERGROUND | LSUM | 1 | \$ 350,000.00 | \$ 350,000.00 |
| 33 | TRAFFIC CONTROL AND PROTECTION | LSM | 1 | \$ 10,000.00 | \$ 10,000.00 |

| | | |
|--|-----------|-------------------|
| SUBTOTAL | \$ | 659,750.00 |
| CONTINGENCY (15%) | \$ | 99,000.00 |
| TOTAL | \$ | 758,750.00 |
| DESIGN ENGINEERING | \$ | 68,300.00 |
| CONSTRUCTION ENGINEERING | \$ | 68,300.00 |
| TOTAL PRELIMINARY COST ESTIMATE | \$ | 895,350.00 |



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60054
(630) 466-6700 / www.eeinc.com

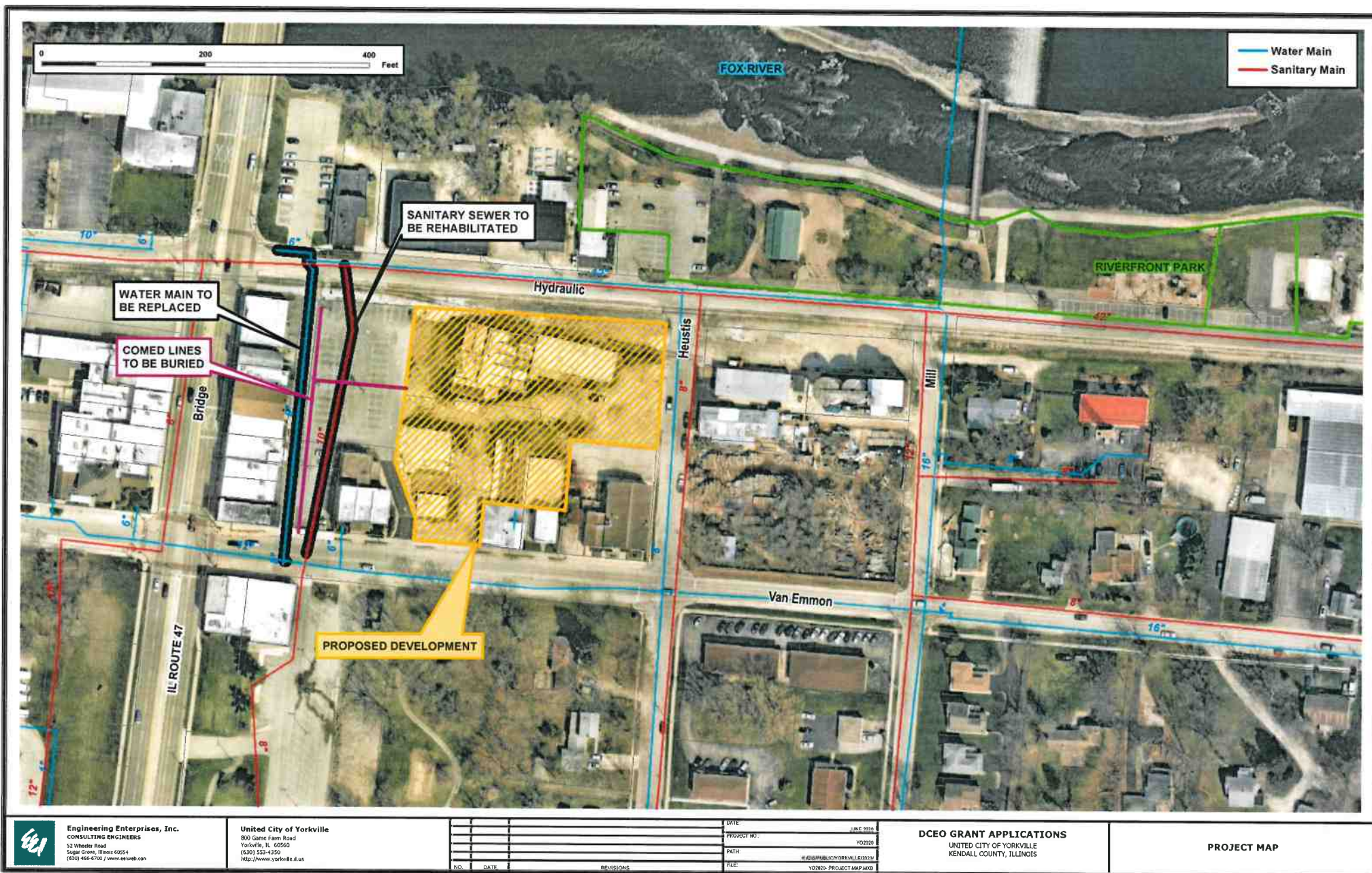
United City of Yorkville
800 Game Farm Road
Yorkville, IL 62550
(630) 253-4350
<http://www.yorkville.il.us>

| NO. | DATE | REVISIONS |
|-----|------|-----------|
| | | |
| | | |
| | | |
| | | |

| | |
|-------------|------------------------|
| DATE | JUNE 2020 |
| PROJECT NO. | YO2020 |
| PATH | HIGHWAY/ROADWAY/STREET |
| FILE | YO2020-PROJECT MAP.MXD |

DCEO GRANT APPLICATIONS
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

LOCATION MAP



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sagar Grove, Illinois 60554
(815) 466-6700 / www.eeinc.com

United City of Yorkville
800 Game Farm Road
Yorkville, IL 60550
(815) 333-4350
<http://www.yorkville.il.us>

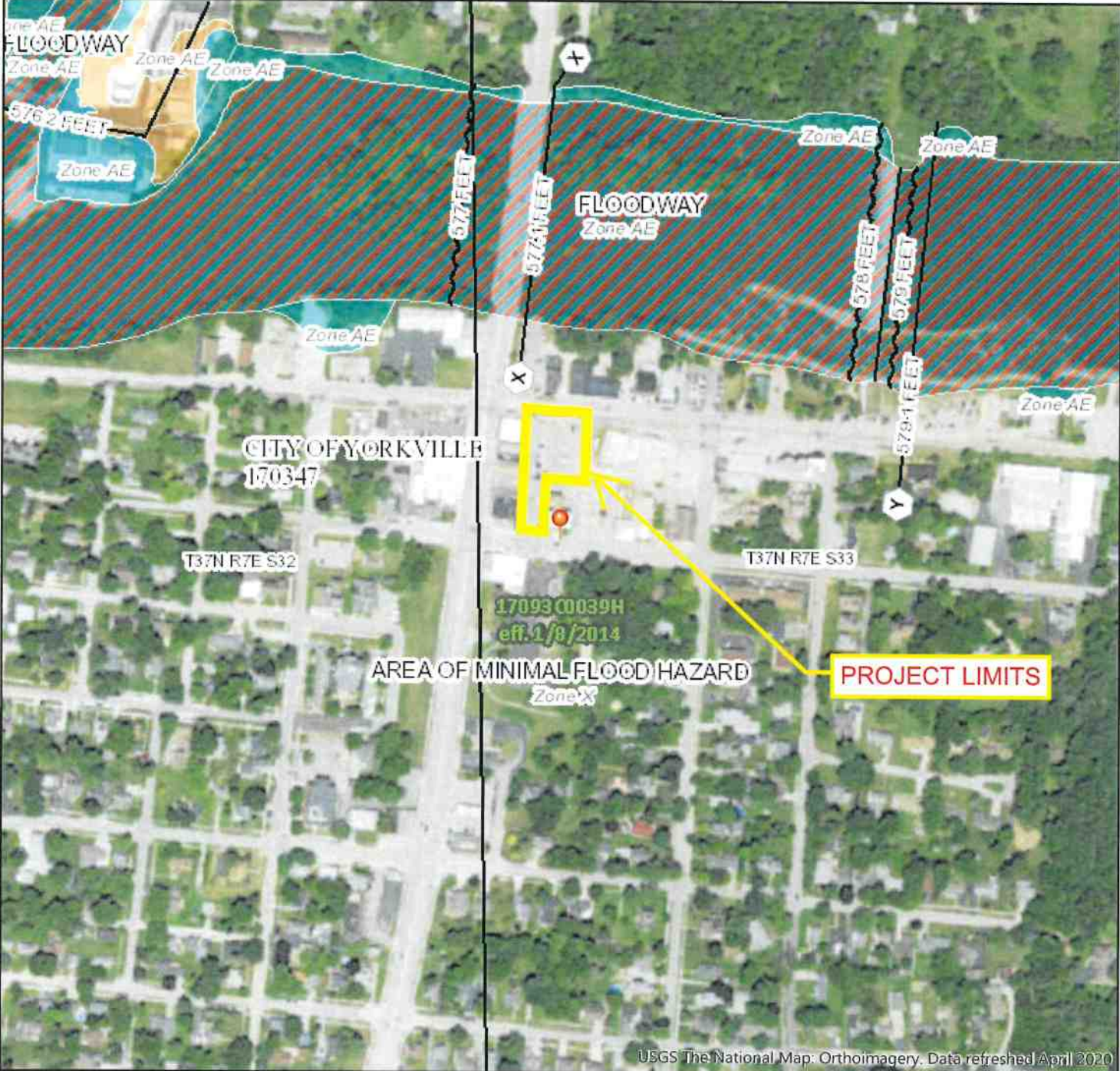
| | | | | | |
|-----|------|-----------|------|-------------|---------------------------|
| NO. | DATE | REVISIONS | DATE | PROJECT NO. | Y03023 |
| | | | | PATH: | H:\PUBLIC\YORKVILLE\03023 |
| | | | | FILE: | Y03023-PROJECT MAP.MXD |

DCEO GRANT APPLICATIONS
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

PROJECT MAP

National Flood Hazard Layer FIRMette

88°27'5"W 41°38'42"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

88°26'27"W 41°38'15"N

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- | | | |
|-----------------------------|--|---|
| SPECIAL FLOOD HAZARD AREAS | | Without Base Flood Elevation (BFE) Zone A, V, A99 |
| | | With BFE or Depth Zone AE, AO, AH, VE, AR |
| OTHER AREAS OF FLOOD HAZARD | | 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with draining areas of less than one square mile Zone D |
| | | Future Conditions 1% Annual Chance Flood Hazard Zone X |
| | | Area with Reduced Flood Risk due to Levee Zone X |
| | | Area with Flood Risk due to Levee Zone D |
| OTHER AREAS | | NO SCREEN Area of Minimal Flood Hazard Zone X |
| | | Effective LOMRs |
| | | Area of Undetermined Flood Hazard Zone D |
| GENERAL STRUCTURES | | Channel, Culvert, or Storm Sewer |
| | | Levee, Dike, or Floodwall |
| OTHER FEATURES | | 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation |
| | | 17.5 Coastal Transect |
| | | Base Flood Elevation Line (BFE) |
| | | Limit of Study |
| | | Jurisdiction Boundary |
| | | Coastal Transect Baseline |
| MAP PANELS | | Digital Data Available |
| | | No Digital Data Available |
| | | Unmapped |
- The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/15/2020 at 4:40 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.











Project Summary

The Project Summary should consist of an approximately two-page narrative covering all key points of the proposed project to be funded, in part or in full, with RIREG grant funds. Describe what project is being proposed and why, the project area including legal boundaries if applicable, and address the following:

- a. **Linkage to a Regional Economic Development Plan, Redevelopment Plan, Site Reuse Assessment or Market Study** – Should consist of a narrative offering context for how the project relates to a current plan, assessment or study. In absence of an identified strategy, how the project relates to current economic needs.

The East Alley project relates to the goals of the following current regional economic development plans and the regional economic needs:

1. **Tax Increment Finance District (TIF)** – The East Alley project area is located within the City of Yorkville's Downtown TIF District. Various properties adjacent to or nearby the East Alley Project are eligible for TIF funding for approved redevelopment plans.
2. **Comprehensive Plan** – The Project aligns with the goals of the United City of Yorkville's Comprehensive Plan, winner of the 2017 Illinois American Planning Associations (ILAPA) Daniel Burnham Plan award. The Plan encourages the revitalization of the City's downtown through the enhancement of utility upgrades to spur infill development and economic investment.
3. **Yorkville Downtown Overlay District - Streetscape Master Plan** – The East Alley Project forwards the near term and long-term interventions proposed in the Streetscape Master Plan for the areas between Hydraulic Street, Van Emmon Street and Bridge Street (IL-47). This includes rear building façade improvements, creation of an outdoor dining/seating area, burying of overhead utilities and restriping of the public parking lot for the businesses that abut the East Alley Project Area. Adjacent development to the Project Area includes potential commercial and mixed-use residential development.

- b. **Site Potential** – Identify the types of businesses this site would be suitable for based on the size, location and present assets.

Not Applicable

- c. **Identify a specific business or tenant that is anticipated to utilize the site** – If this project is planned in anticipation of a specific business or tenant locating on the site, identify the business, what assurances you have the business will come, projected occupancy date, and number of jobs that would be created.

Not Applicable

- d. **Relationship to Governor's Five-Year Economic Plan** – Explain how this project relates to the principles, goals, challenges or key industries identified in the Governor's Five-Year Economic Plan.

The East Alley project meets the following priority of the Governor Pritzker's Five-Year Economic Plan:

1. The Project lays a foundation for long-term growth in Yorkville's downtown redevelopment plans by providing needed utility infrastructure upgrades in an area located with a TIF District and experiencing other regional investments such as roadway improvements. The Illinois Department of Transportation recently completed an expansion and reconstruction project of Illinois Route 47 (Bridge Street) which directly impacted reinvestment interest in properties benefited by the East Alley project.

- e. **Minority Inclusion Plan** – Provide a Plan or at minimum, a narrative on how minority and women-owned businesses in the area will be included in the project.

The United City of Yorkville will follow the DBE Guidance set forth by the State of Illinois Department of Transportation.

- f. **Impact Amplification** – Is this project's impact amplified by proximity or connection to other assets, such as mass transit, river access, housing, educational institutions, industry clusters, and agricultural supply chain infrastructure, i.e. facilities for aggregating, processing, storage, or distribution of agricultural products?

The Project's impact is amplified by the proximity or connection to the following assets:

1. Illinois Railway (formerly Illinois Railnet) Railroad – The Project location is immediately adjacent to the Illinois Railway which is a short line railroad operating in Northern Illinois and is owned by OmniTrax. The railroad operates on approximately 100 miles of former BNSF Railway trackage, a portion of which runs through the Yorkville downtown.
2. Marge Cline Whitewater Course –The East Alley Project is merely feet away from a State of Illinois recreational facility which offers rafting, canoeing, kayaking, chutes and tube water sporting activities.
3. Industry Clusters – The Project area is benefited by the clustering of restaurants/local eateries and recreational activity. With over twenty (20) restaurants within a 1-mile radius and access to ten (10) local public parks and a regional whitewater course, the East Alley Project would further the development of the surrounding area for similar type uses.
4. Housing – The East Alley Project area is located in the City's downtown which has its historic commercial core surrounded by a diversity of housing types including single-family, multi-family and townhomes within a traditional neighborhood layout.

- g. **Established Footprint** – If construction is included in the project, indicate if it will take place on an established footprint and if demolition will be necessary or if the construction will take place in an unimproved area and if public infrastructure components (e.g. roads, water, sewer, utilities, etc.) will need to be completed.

Not Applicable.

- h. **Sustainable Energy Practices** – Does this project include sustainable energy practices? In what way? What source is being utilized?

Not Applicable

Project Readiness Summary

Each application must demonstrate that the proposed project is appropriate and achievable and that all actions have been completed to ensure timely implementation of the project. Specifically, the application must address all of the following, if applicable:

- ◆ Status of required permit(s) from the state and or federal agencies. If not applicable, address why;
An IEPA construction permit will be required for the water main replacement. Permit has not been obtained due to final engineering not being completed.
- ◆ The community must have full control of the right-of-way either by having 100 percent of the necessary private property easements signed or a right-of-way docket. If not applicable, address why;
The City has full control of the project area.
- ◆ Identify the ownership of any property needed to complete the project (including option to purchase); and verify that the project will be shovel-ready;
No property is needed.
- ◆ Additional funding commitment(s);
Not applicable. The City is seeking 100% grant funds for this project.
- ◆ Status of written permission from railroad(s), county highway commissioners, IDOT, etc. to proceed with any railroad and/or road borings that are proposed. If not applicable, address why;
A Railroad crossing permit will be required. Permit has not been obtained due to final engineering not being completed.
- ◆ If a "phased project," indicate the status of all pertinent readiness issues. In addition, the application should include supporting documentation, as appropriate.
Not applicable.

MINORITY BENEFIT/AFFIRMATIVE HOUSING STATEMENT

a. What is the percentage of the minority group(s) population residing in the community? 19.2 %

Identify the characteristics of the population of the project area by specific ethnic group. This information may be obtained from the most recent Census Data for the "applicant community." If submitting an "on behalf of" application for a project in an unincorporated area, use Census Data for the project's County.

| Racial Group (2018 American Community Survey, U.S. Census Bureau) | Total Persons | # of Hispanic / Latino Ethnicity |
|--|------------------|-------------------------------------|
| White | 15,464 | 1,203 |
| Black/African American | 1,450 | 218 |
| Asian | 783 | 0 |
| American Indian/Alaskan Native | 0 | 0 |
| Native Hawaiian/Other Pacific Islander | 0 | 0 |
| Other Individuals Reporting Some Other Race | 880 | 856 |
| American Indian/Alaskan Native and White | 104 | 0 |
| Asian and White | 55 | 0 |
| Black/African American and White | 96 | 0 |
| American Indian/Alaskan Native and Black/African American | 0 | 0 |
| Other Individuals Reporting more than One Race | 313 | 230 |
| # of Female Headed Households (2010 Census) | 1,661 | N/A |

With the exception of "Female Heads of Households", the above numbers should equal the total number of persons to benefit from the project ("targeted" area).

19,145

b. What is the goal for the percentage of funded contracts to be awarded to minority contractors? %

c. If the percentage goal in *b* is substantially less than the percentage of minorities residing in the community, please explain. _____

d. The applicant agrees to affirmatively further fair housing by posting Fair Housing Posters and by making HUD Fair Housing Complaint Forms available to the public.

In addition, the unit of local government

☒ Already has a Fair Housing Resolution on file. (Indicate Number and Date Passed
Ord. 2020-29 passed May 12, 2020)

☐ If funded, will pass a Fair Housing Resolution.

Signature of Chief Elected Official: _____ Date _____

PROOF OF LAND OWNERSHIP



PROPERTY INFORMATION (PER TAX BILL)

| | | |
|--|---|--|
| Parcel Number: 02-33-154-022 | Property Class: 0090 - TAX EXEMPT | Owner Name & Address: UNITED VILL CITY OF YORKVILLE, 800 GAME FARM RD YORKVILLE, IL, 60560 |
| Tax Code: KE028 - YORKVILLE DOWNTOWN 2 | Tax Status: EXEMPT | |
| Legal Description: PT LTS 1 2 3 5 & ALL LT 6 BLK 6 BLACKS ADDN CITY OF YORKVILLE | | |

| | | |
|--|---|--|
| Parcel Number: 02-33-154-020 | Property Class: 0090 - TAX EXEMPT | Owner Name & Address: CITY OF YORKVILLE, 800 GAME FARM RD YORKVILLE, IL, 60560 |
| Tax Code: KE028 - YORKVILLE DOWNTOWN 2 | Tax Status: EXEMPT | |
| Legal Description: PT LT 3, BLK 6 BLACKS ADDN TO YORKVILL LYG E OF ALLEY (EXC N 20') CITY OF YORKVILLE | | |

| | | |
|--|---|--|
| Parcel Number: 02-33-154-009 | Property Class: 0090 - TAX EXEMPT | Owner Name & Address: UNITED VILL CITY OF YORKVILLE, 800 GAME FARM RD YORKVILLE, IL, 60560 |
| Tax Code: KE028 - YORKVILLE DOWNTOWN 2 | Tax Status: EXEMPT | |
| Legal Description: LT 4-4 BLK 6 BLACKS ADD CITY OF YORKVILLE | | |



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

Agenda Item Number

Consent Agenda #1

Tracking Number

ADM 2020-46

Agenda Item Summary Memo

Title: Treasurer's Report for June 2020

Meeting and Date: City Council – July 28, 2020

Synopsis: _____

Council Action Previously Taken:

Date of Action: ADM 07-15-20 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2020-46

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson

Name

Finance

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



UNITED CITY OF YORKVILLE

TREASURER'S REPORT - for the month ending June 30, 2020

Cash Basis

| | June Revenues | YTD Revenues | Revenue Budget | % of Budget | June Expenses | YTD Expenses | Expense Budget | % of Budget |
|------------------------------|---------------------|---------------------|----------------------|-------------|---------------------|---------------------|----------------------|-------------|
| General Fund | | | | | | | | |
| 01 - General | \$ 2,790,828 | \$ 3,673,853 | \$ 16,933,486 | 22% | \$ 1,509,076 | \$ 2,616,368 | \$ 16,898,632 | 15% |
| Special Revenue Funds | | | | | | | | |
| 15 - Motor Fuel Tax | 44,942 | 310,714 | 813,861 | 38% | 67,843 | 73,992 | 1,117,462 | 7% |
| 79 - Parks and Recreation | 121,345 | 293,438 | 2,187,300 | 13% | 114,288 | 295,614 | 2,556,762 | 12% |
| 72 - Land Cash | 162 | 2,061 | 33,858 | 6% | - | 5,290 | 240,287 | 2% |
| 87 - Countryside TIF | 16,491 | 16,491 | 153,965 | 11% | 956 | 52,486 | 222,486 | 24% |
| 88 - Downtown TIF | 25,320 | 25,320 | 76,000 | 33% | 215,698 | 219,113 | 306,052 | 72% |
| 89 - Downtown TIF II | 18,481 | 18,481 | 25,000 | 0% | - | - | 22,500 | 0% |
| 11 - Fox Hill SSA | 8,166 | 8,166 | 16,034 | 51% | - | - | 37,326 | 0% |
| 12 - Sunflower SSA | 9,580 | 9,580 | 20,363 | 47% | 400 | 400 | 20,326 | 2% |
| Debt Service Fund | | | | | | | | |
| 42 - Debt Service | 26,719 | 53,388 | 323,225 | 17% | 13,875 | 13,875 | 323,225 | 4% |
| Capital Project Funds | | | | | | | | |
| 25 - Vehicle & Equipment | 23,685 | 49,118 | 448,823 | 11% | 5,964 | 18,936 | 651,794 | 3% |
| 23 - City-Wide Capital | 160,468 | 227,840 | 1,335,670 | 17% | 16,314 | 88,284 | 1,628,147 | 5% |
| Enterprise Funds | | | | | | | | |
| * 51 - Water | 677,606 | 753,272 | 4,652,087 | 16% | 187,201 | 377,321 | 5,828,132 | 6% |
| * 52 - Sewer | 251,641 | 280,048 | 1,817,867 | 15% | 177,580 | 243,776 | 2,286,552 | 11% |
| Library Funds | | | | | | | | |
| 82 - Library Operations | 748,934 | 755,848 | 1,647,343 | 46% | 122,390 | 205,437 | 1,664,378 | 12% |
| 84 - Library Capital | 1,541 | 5,057 | 50,500 | 10% | 2,963 | 2,963 | 75,500 | 4% |
| Total Funds | \$ 4,925,910 | \$ 6,482,674 | \$ 30,535,382 | 21% | \$ 2,434,548 | \$ 4,213,854 | \$ 33,879,561 | 12% |

* Fund Balance Equivalency

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

Rob Fredrickson, Finance Director/Treasurer



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

Agenda Item Number

Minutes #1

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Regular City Council – July 14, 2020

Meeting and Date: City Council – July 28, 2020

Synopsis: Approval of Minutes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Lisa Pickering Administration
Name Department

Agenda Item Notes:

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.
HELD IN THE CITY COUNCIL CHAMBERS,
800 GAME FARM ROAD ON
TUESDAY, JULY 14, 2020

Mayor Purcell called the meeting to order at 7:05 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 (electronic attendance) |
| Ward II | Milschewski | Present (electronic attendance) |
| | Plocher | Present (electronic attendance) |
| Ward III | Funkhouser | Present (electronic attendance) |
| | Frieders | Present (electronic attendance) |
| Ward IV | Tarulis | Present (electronic attendance) |
| | Peterson | Present (electronic attendance) |

Staff in attendance at city hall: City Administrator Olson and Deputy Chief of Police Pfizenmaier.

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

Clerk’s Note: Due to COVID-19, in accordance with Public Act 101-0640 and Gubernatorial Disaster Proclamation issued by Governor Pritzker pursuant to the powers vested in the Governor under the Illinois Emergency Management Act, the United City of Yorkville encouraged social distancing by allowing remote attendance to the City Council meeting.

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://us02web.zoom.us/j/84267828776?pwd=dXFyaXNOdlhZZTFJdkcvMkNvQTFiUT09>. The Zoom meeting ID was 842 6782 8776.

Mayor Purcell stated that he has determined under the state guidelines and the concerns over COVID-19, that the meeting can be held with electronic attendance for the safety of the elected officials and the members of the public.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

Certificate of Appreciation – Mike Anderson

Mayor Purcell presented a certificate of appreciation to Mike Anderson for his years of service on the Board of Fire and Police Commission. Mr. Anderson served on the board from February 2004 through June 2020. Mr. Bob Johnson, Chairman of the Board of Fire and Police Commission, was also present to recognize Mr. Anderson for his years of service.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

None.

CONSENT AGENDA

None.

MINUTES FOR APPROVAL

Mayor Purcell entertained a motion to approve the minutes of the regular City Council meeting of June 23, 2020 as presented. So moved by Alderman Peterson; seconded by Alderman Milschewski.

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

BILLS FOR PAYMENT

Mayor Purcell entertained a motion to approve the bill list in the amount of \$7,683.73 (vendors – FY 20); \$719,451.25 (vendors – FY 21); \$219,417.75 (wire payments); \$298,418.24 (payroll period ending 6/26/20); for a total of \$1,244,970.97. So moved by Alderman Tarulis; seconded by Alderman Milschewski.

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

REPORTS

MAYOR’S REPORT

Fourth of July

Mayor Purcell thanked the Police Department, the Parks and Recreation Department, and the Public Works Department for all of their work on the Fourth of July parades and the fireworks show.

PUBLIC WORKS COMMITTEE REPORT

No report.

ECONOMIC DEVELOPMENT COMMITTEE REPORT

Ordinance 2020-35

**Repealing Ordinance 2012-43 Pertaining to a Variation
Granted for the Property Located at 11925 Route 34
(EDC 2020-31)**

Alderman Milschewski made a motion to approve an Ordinance Repealing Ordinance 2012-43 Pertaining to a Variation Granted for the Property Located at 11925 Route 34 and authorize the Mayor and City Clerk to execute; seconded by Alderman Frieders.

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

PUBLIC SAFETY COMMITTEE REPORT

Resolution 2020-57

**Approving an Intergovernmental Agreement Between
Yorkville Community Unit School District 115
and the United City of Yorkville
(PS 2020-19)**

Alderman Tarulis made a motion to approve a Resolution Approving an Intergovernmental Agreement Between Yorkville Community Unit School District 115 and the United City of Yorkville; seconded by Alderman Milschewski.

Chief Jensen gave a brief overview of the agreement. He said this agreement provides the ability for the police department to report certain types of information to the school district in order to maintain the safety and security of the schools as well as to provide services to victims of crime that happen to be students at Yorkville schools. He further explained that only certain types of crime will be reported such as criminal gang crimes, weapons offenses, the sale or possession of illegal drugs or other intoxicants, fights or other violent activity, and abuse or neglect.

Discussion took place in which concerns were raised about juvenile confidentiality and Chief Jensen was asked if there could be some type of departmental procedure in place to ensure that information would only be shared as needed. Chief Jensen confirmed that yes, a departmental procedure could be put into place.

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

Ordinance 2020-36

**Authorizing the Mayor to Enter into Agreements to Regulate
Stopping, Standing, Parking on Commercial Properties
(CC 2020-50)**

Alderman Tarulis made a motion to approve an Ordinance Authorizing the Mayor to Enter into Agreements to Regulate Stopping, Standing, Parking on Commercial Properties; seconded by Alderman Milschewski.

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

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

No report.

PLANNING AND ZONING COMMISSION

No report.

CITY COUNCIL REPORT

Hope for the Day

Alderman Frieders reported that a virtual discussion on mental health and suicide prevention would be held by Hope for the Day on July 15th at the Westmont Public Library. Anyone that is interested can go to the Westmont Library website and click on events to register.

WSPY – Tyler Bachman

Alderman Frieders thanked Tyler Bachman from WSPY for his media coverage of Yorkville meetings over the last five years. He said that Mr. Bachman has graduated and will be moving on to other employment.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

No report.

STAFF REPORT

No report.

MAYORS REPORT (cont'd)

**FY 21 Budget Update
(CC 2020-53)**

Mayor Purcell asked Director Fredrickson to update the council on the budget. Director Fredrickson reported that last week the city received the sales tax report for April consumer sales. Sales tax came in flat compared to last year; however, non-home rule sales tax was approximately thirteen percent lower than last year. He also reported that the city received local use tax and income tax receipts today. Income tax receipts for April are six percent higher than last year and local use tax receipts for April are twenty-nine percent higher than last year.

ADDITIONAL BUSINESS

Municipal Aggregation

Alderman Milschewski asked if city residents would receive letters in the mail regarding the municipal aggregation program. Administrator Olson said that residents should have received a letter from MC² Energy Services.

Police Department

Alderman Peterson thanked Chief Jensen and his staff for the great job they are doing with community relations. He said that he enjoys seeing all of the Facebook posts.

CITIZEN COMMENTS

None.

EXECUTIVE SESSION

Mayor Purcell said that an executive session would not be held this evening.

ADJOURNMENT

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

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

Meeting adjourned at 7:43 p.m.

Minutes submitted by:

Lisa Pickering,
City Clerk, City of Yorkville, Illinois



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

Agenda Item Number

Bills for Payment

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payment

Meeting and Date: City Council – July 28, 2020

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Amy Simmons Finance
Name Department

Agenda Item Notes:

ID: AP225000.WOW

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | CHECK DATE | ACCOUNT # | ITEM AMT |
|---------|-----------------------|---------------------------|-----------|--------------------------------|---------------|--------------------|------------|
| 900091 | FNBO | FIRST NATIONAL BANK OMAHA | | | 07/25/20 | | |
| | 072520-B.PFIENMAIER- | 06/30/20 | 01 | CAR STAR-4/27 ACCIDENT | | 01-210-54-00-5495 | 500.00 |
| | | | 02 | DEDUCTIBLE | | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 500.00 * |
| | 072520-E.DHUSE-A | 06/30/20 | 01 | 4800V 2EAMPS | | 51-510-56-00-5638 | 255.00 |
| | | | | | | INVOICE TOTAL: | 255.00 * |
| | 072520-K.GREGORY-A | 06/30/20 | 01 | ARAMARK#001592236883-MATS | | 52-520-54-00-5485 | 56.68 |
| | | | | | | INVOICE TOTAL: | 56.68 * |
| | 072520-N.DECKER-A | 06/30/20 | 01 | CAR STAR-4/27 ACCIDENT REPAIRS | | 01-640-52-00-5231 | 4,991.35 |
| | | | | | | INVOICE TOTAL: | 4,991.35 * |
| | 072520-R.MIKOLASEK-A | 06/30/20 | 01 | 3/9-3/13 HOSTAGE NEGOTIATIONS | | 01-210-54-00-5412 | -990.00 |
| | | | 02 | CANCELLED SEMINAR CREDIT | | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | -990.00 * |
| | 072520-T.NELSON-A | 06/30/20 | 01 | LAKESHORE-APR 2020 PORT O LET | | 79-795-56-00-5620 | 262.00 |
| | | | 02 | UPKEEP | | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 262.00 * |
| | | | | | | CHECK TOTAL: | 5,075.03 |
| | | | | | | TOTAL AMOUNT PAID: | 5,075.03 |

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

DATE: 07/20/20
 TIME: 10:01:26
 PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
 CHECK REGISTER

CHECK DATE: 07/28/20

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT |
|---------|------------|-------------------------------|-----------------|-----------|-------------------------------|-------------------|------------|
| 533049 | BAKTAY | BAKER & TAYLOR | | | | | |
| | 2035208621 | | 04/27/20 | 01 | BOOKS | 84-840-56-00-5686 | 733.71 |
| | | | | | | INVOICE TOTAL: | 733.71 * |
| | | | | | | CHECK TOTAL: | 733.71 |
| 533050 | EEI | ENGINEERING ENTERPRISES, INC. | | | | | |
| | 69118-2 | | 05/29/20 | 01 | FY 2021 BUDGET | 01-640-54-00-5465 | 200.00 |
| | | | | | | INVOICE TOTAL: | 200.00 * |
| | 69283 | | 06/30/20 | 01 | UTILITY PERMIT REVIEWS | 01-640-54-00-5465 | 627.75 |
| | | | | | | INVOICE TOTAL: | 627.75 * |
| | 69285 | | 06/30/20 | 01 | PRESTWICK | 01-640-54-00-5465 | 312.00 |
| | | | | | | INVOICE TOTAL: | 312.00 * |
| | 69317 | | 06/30/20 | 01 | GRANDE RESERVE-UNIT8 | 01-640-54-00-5465 | 76.50 |
| | | | | | | INVOICE TOTAL: | 76.50 * |
| | 69327 | | 06/30/20 | 01 | WATER WORKS SYSTEM OPERATIONS | 51-510-54-00-5462 | 541.75 |
| | | | | | | INVOICE TOTAL: | 541.75 * |
| | 69330A | | 06/30/20 | 01 | 2020 ROAD PROGRAM | 23-230-60-00-6025 | 5,677.00 |
| | | | | | | INVOICE TOTAL: | 5,677.00 * |
| | 69333 | | 06/30/20 | 01 | CITY OF YORKVILLE-GENERAL | 01-640-54-00-5465 | 38.25 |
| | | | | | | INVOICE TOTAL: | 38.25 * |
| | | | | | | CHECK TOTAL: | 7,473.25 |
| 533051 | LANEMUCH | LANER, MUCHIN, LTD | | | | | |
| | 587480A | | 06/01/20 | 01 | APR 2020 GENERAL COUNSELING | 01-640-54-00-5463 | 900.00 |
| | | | | | | INVOICE TOTAL: | 900.00 * |
| | | | | | | CHECK TOTAL: | 900.00 |

DATE: 07/20/20
TIME: 10:01:26
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 20

CHECK DATE: 07/28/20

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT | |
|---------|---------------------|------------------------|-----------------|-----------|--------------------------------|-------------------|----------|-----------|
| 533052 | LUCAHOLD | LUCAS HOLDINGS, LLC | | | | | | |
| | 64305 | | 03/17/20 | 01 | LIBRARY CARDS FOR RESIDENTS | 82-820-56-00-5620 | 635.76 | |
| | | | | | INVOICE TOTAL: | | 635.76 | * |
| | | | | | CHECK TOTAL: | | | 635.76 |
| 533053 | MCCANN | MCCANN INDUSTRIES, INC | | | | | | |
| | P13658 | | 02/27/20 | 01 | COUPLER | 79-790-56-00-5640 | 75.08 | |
| | | | | | INVOICE TOTAL: | | 75.08 | * |
| | | | | | CHECK TOTAL: | | | 75.08 |
| 533054 | R0002377 | MARICELA GONZALEZ | | | | | | |
| | 179265-2 | | 06/29/20 | 01 | SOCCER REFUND | 79-000-44-00-4404 | 100.00 | |
| | | | | | INVOICE TOTAL: | | 100.00 | * |
| | | | | | CHECK TOTAL: | | | 100.00 |
| 533055 | REALMNGE | REAL MANAGE | | | | | | |
| | MGMT-2020M6-YORKVIL | | 06/01/20 | 01 | MAR 2020 & APR 2020 MANAGEMENT | 11-111-54-00-5462 | 496.13 | |
| | | | | 02 | FEES | ** COMMENT ** | | |
| | | | | 03 | MAR 2020 & APR 2020 MANAGEMENT | 12-112-54-00-5462 | 496.13 | |
| | | | | 04 | FEES | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 992.26 | * |
| | | | | | CHECK TOTAL: | | | 992.26 |
| | | | | | TOTAL AMOUNT PAID: | | | 10,910.06 |

DATE: 07/06/20
TIME: 13:12:07
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 21

CHECK DATE: 07/06/20

| CHECK # | VENDOR # | INVOICE NUMBER | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | ITEM AMT |
|---------|--------------|------------------------|-----------------|-----------|------------------------|-------------------|----------|
| 530154 | USTREAS | UNITED STATES TREASURY | | | | | |
| | 070120-PCORI | | 07/01/20 | 01 | PCORI HRA TAX FOR 2020 | 01-110-52-00-5216 | 7.62 |
| | | | | 02 | PCORI HRA TAX FOR 2020 | 01-120-52-00-5216 | 5.08 |
| | | | | 03 | PCORI HRA TAX FOR 2020 | 01-210-52-00-5216 | 53.34 |
| | | | | 04 | PCORI HRA TAX FOR 2020 | 01-220-52-00-5216 | 10.16 |
| | | | | 05 | PCORI HRA TAX FOR 2020 | 01-410-52-00-5216 | 3.39 |
| | | | | 06 | PCORI HRA TAX FOR 2020 | 79-790-52-00-5216 | 13.97 |
| | | | | 07 | PCORI HRA TAX FOR 2020 | 79-795-52-00-5216 | 11.43 |
| | | | | 08 | PCORI HRA TAX FOR 2020 | 51-510-52-00-5216 | 8.47 |
| | | | | 09 | PCORI HRA TAX FOR 2020 | 52-520-52-00-5216 | 5.92 |
| | | | | 10 | PCORI HRA TAX FOR 2020 | 01-640-52-00-5240 | 17.78 |
| | | | | 11 | PCORI HRA TAX FOR 2020 | 82-820-52-00-5216 | 10.16 |
| | | | | | INVOICE TOTAL: | | 147.32 * |
| | | | | | CHECK TOTAL: | | 147.32 |
| | | | | | TOTAL AMOUNT PAID: | | 147.32 |

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

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

DATE: 07/16/20
TIME: 08:33:17
ID: AP225000.WOW

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

FY 21

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | CHECK DATE | ACCOUNT # | ITEM AMT |
|---------|-----------------------|---------------------------|-----------|--------------------------------|---------------|-------------------|------------|
| 900092 | FNBO | FIRST NATIONAL BANK OMAHA | | | 07/25/20 | | |
| | 072520-A.SIMMONS | 06/30/20 | 01 | COMCAST-MAY 2020 & jUNE 2020 | | 82-820-54-00-5440 | 608.64 |
| | | | 02 | INTERNET, CABLE & VOICE | | ** COMMENT ** | |
| | | | 03 | IFO-CAPA CERTIFICATION | | 01-120-54-00-5460 | 50.00 |
| | | | 04 | RENEWAL-SIMMONS | | ** COMMENT ** | |
| | | | 05 | WAREHOUSE DIRECT-CALENDAR | | 01-120-56-00-5610 | 23.13 |
| | | | 06 | ADS-JUL-SEPT 2020 MONITORING @ | | 23-216-54-00-5446 | 529.44 |
| | | | 07 | 800 GAME FARM RD | | ** COMMENT ** | |
| | | | 08 | VERIZON-MAY 2020 IN CAR UNITS | | 01-210-54-00-5440 | 756.27 |
| | | | 09 | VERIZON-MAY 2020 TABLET | | 79-790-54-00-5440 | 36.01 |
| | | | 10 | VERIZON-MAY 2020 MOBILE PHONES | | 01-220-54-00-5440 | 186.32 |
| | | | 11 | VERIZON-MAY 2020 MOBILE PHONES | | 01-210-54-00-5440 | 885.02 |
| | | | 12 | VERIZON-MAY 2020 MOBILE PHONES | | 79-795-54-00-5440 | 93.16 |
| | | | 13 | VERIZON-MAY 2020 MOBILE PHONES | | 51-510-54-00-5440 | 179.55 |
| | | | 14 | VERIZON-MAY 2020 MOBILE PHONES | | 52-520-54-00-5440 | 36.01 |
| | | | 15 | HOMER TREE-TREE REMOVAL | | 01-410-54-00-5458 | 3,500.00 |
| | | | 16 | GO DADDY-SSL RENEWALS | | 01-640-54-00-5450 | 559.96 |
| | | | | INVOICE TOTAL: | | | 7,443.51 * |
| | 072520-B.OLSEM | 06/30/20 | 01 | WAREHOUSE DIRECT-PAPER ROLLS | | 01-110-56-00-5610 | 6.11 |
| | | | | INVOICE TOTAL: | | | 6.11 * |
| | 072520-B.OLSON | 06/30/20 | 01 | ZOOM-5/23-6/22 MONTHLY FEE | | 01-110-54-00-5462 | 154.97 |
| | | | | INVOICE TOTAL: | | | 154.97 * |
| | 072520-B.PFIZENMAIER | 06/30/20 | 01 | AMERICAN TIRE#3456-OIL CHANGE | | 01-210-54-00-5495 | 62.48 |
| | | | 02 | AMERICAN TIRE#3455-OIL CHANGE | | 01-210-54-00-5495 | 62.48 |
| | | | 03 | AMERICAN TIRE#3442-AC REPAIR | | 01-210-54-00-5495 | 951.72 |
| | | | 04 | AMERICAN TIRE#3443-AC REPAIR | | 01-210-54-00-5495 | 951.72 |
| | | | 05 | SCHOCKS#22345-TOWING | | 01-210-54-00-5495 | 230.00 |
| | | | 06 | STEVENS-EMBROIDERY | | 01-210-56-00-5600 | 40.00 |
| | | | 07 | O'REILLY AUTO-CAMERA ADHESIVE | | 01-210-54-00-5495 | 7.99 |
| | | | 08 | AMERICAN TIRE#3521-MOUNT TIRE | | 01-210-54-00-5495 | 15.89 |
| | | | 09 | AMERICAN TIRE#3537-AC FILTER | | 01-210-54-00-5495 | 91.48 |
| | | | 10 | AMERICAN TIRE#3476-OIL | | 01-210-54-00-5495 | 219.84 |
| | | | 11 | CHANGE, INSTALL BATTERY KILL | | ** COMMENT ** | |
| | | | 12 | SWITCH, REPAIR TIRE | | ** COMMENT ** | |
| | | | 13 | AMERICAN TIRE#3494-OIL | | 01-210-54-00-5495 | 243.76 |
| | | | 14 | CHANGE, AIR FILTER, WASHER | | ** COMMENT ** | |
| | | | 15 | FLUID TANK REPLACED | | ** COMMENT ** | |
| | | | 16 | AMERICAN TIRE#3517-REPLACED | | 01-210-54-00-5495 | 285.35 |
| | | | 17 | VAPOR CANISTER, ADD COOLANT, | | ** COMMENT ** | |
| | | | 18 | OIL CHANGE | | ** COMMENT ** | |
| | | | 19 | LAPG-JUMP BOOTS-BEHR | | 01-210-56-00-5600 | 124.00 |
| | | | 20 | ILDMV-VEHICLE REGISTRATION | | 01-210-54-00-5495 | 154.40 |
| | | | | INVOICE TOTAL: | | | 3,441.11 * |

DATE: 07/16/20
TIME: 08:33:17
ID: AP225000.WOW

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

FY 21

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | CHECK DATE | ACCOUNT # | ITEM AMT |
|---------|-----------------------|---------------------------|-----------|--------------------------------|---------------|-------------------|------------|
| 900092 | FNBO | FIRST NATIONAL BANK OMAHA | | | 07/25/20 | | |
| | 072520-BARKSDALE | 06/30/20 | 01 | KONE-JUNE 2020 ELEVATOR | | 23-216-54-00-5446 | 160.50 |
| | | | 02 | MAINTENANCE | | ** COMMENT ** | |
| | | | 03 | IWORQ-JUL 2020-JUN 2021 | | 01-210-54-00-5462 | 4,750.00 |
| | | | 04 | COMMUNITY DEVELOPMENT INTERNET | | ** COMMENT ** | |
| | | | 05 | SOFTWARE MANAGAMENT & SUPPORT | | ** COMMENT ** | |
| | | | 06 | KONE-5/27/20 ANNUAL ELEVATOR | | 23-216-54-00-5446 | 370.00 |
| | | | 07 | HYDRAULIC PRESSURE TEST | | ** COMMENT ** | |
| | | | 08 | WAREHOUSE DIRECT-LEGAL PADS | | 01-220-56-00-5610 | 44.25 |
| | | | 09 | AMAZON-KEYBOARD & MOUSE | | 01-220-56-00-5620 | 34.99 |
| | | | | | | INVOICE TOTAL: | 5,359.74 * |
| | 072520-C.PARKER | 06/30/20 | 01 | WAREHOUSE DIRECT-DISINFECTANT | | 79-790-56-00-5620 | 32.76 |
| | | | 02 | WAREHOUSE DIRECT-DISINFECTANT | | 79-795-56-00-5620 | 32.77 |
| | | | 03 | WAREHOUSE DIRECT-SANITIZER | | 01-110-56-00-5610 | 129.98 |
| | | | 04 | WAREHOUSE DIRECT-SANITIZER | | 01-120-56-00-5610 | 129.97 |
| | | | 05 | WAREHOUSE DIRECT-ARROW FLAGS | | 01-120-56-00-5610 | 8.53 |
| | | | 06 | WAREHOUSE DIRECT-ARROW FLAGS | | 01-110-56-00-5610 | 8.54 |
| | | | 07 | WAREHOUSE DIRECT-SANITIZER | | 79-790-56-00-5620 | 117.22 |
| | | | 08 | WAREHOUSE DIRECT-SANITIZER | | 79-795-56-00-5620 | 117.23 |
| | | | 09 | WALMART-WIPES | | 79-795-56-00-5620 | 6.90 |
| | | | 10 | WALMART-WIPES | | 79-790-56-00-5620 | 6.89 |
| | | | 11 | HOME DEPO-SPRAY BOTTLES | | 79-790-56-00-5620 | 27.36 |
| | | | 12 | HOME DEPO-SPRAY BOTTLES | | 79-795-56-00-5620 | 27.36 |
| | | | 13 | WAREHOUSE DIRECT-SANITIZER | | 79-795-56-00-5620 | 106.86 |
| | | | 14 | WAREHOUSE DIRECT-SANITIZER | | 79-790-56-00-5620 | 106.86 |
| | | | 15 | WALMART-SPRAY BOTTLES | | 79-790-56-00-5620 | 10.68 |
| | | | 16 | WALMART-SPRAY BOTTLES | | 79-795-56-00-5620 | 10.68 |
| | | | 17 | WALMART-SPRAY BOTTLES, WIPES | | 01-110-56-00-5610 | 16.32 |
| | | | 18 | WALMART-SPRAY BOTTLES, WIPES | | 01-120-56-00-5610 | 16.32 |
| | | | 19 | PENNCARE-GLOVES | | 01-120-56-00-5610 | 49.42 |
| | | | 20 | PENNCARE-GLOVES | | 01-110-56-00-5610 | 49.42 |
| | | | 21 | PENNCARE-GLOVES | | 01-220-56-00-5620 | 25.98 |
| | | | 22 | PENNCARE-GLOVES | | 79-790-56-00-5620 | 49.42 |
| | | | 23 | PENNCARE-GLOVES | | 79-795-56-00-5620 | 49.42 |
| | | | 24 | AMAZON-CLOTH MASKS | | 79-795-56-00-5620 | 47.48 |
| | | | 25 | AMAZON-CLOTH MASKS | | 79-790-56-00-5620 | 47.47 |
| | | | 26 | AMAZON-KN95 MASKS | | 79-790-56-00-5620 | 49.95 |
| | | | 27 | AMAZON-KN95 MASKS | | 79-795-56-00-5620 | 49.95 |
| | | | 28 | LOGO FACTORY-PD LOGO MASKS | | 01-210-56-00-5620 | 209.65 |
| | | | 29 | WAREHOUSE DIRECT-DISINFECTANT | | 79-795-56-00-5620 | 26.10 |
| | | | 30 | WAREHOUSE DIRECT-DISINFECTANT | | 79-790-56-00-5620 | 26.09 |
| | | | 31 | AMAZON-CLOTH MASKS | | 79-790-56-00-5620 | 85.45 |
| | | | 32 | AMAZON-CLOTH MASKS | | 79-795-56-00-5620 | 87.45 |
| | | | | | | INVOICE TOTAL: | 1,766.48 * |
| | 072520-D.BROWN | 06/30/20 | 01 | RJ KECK-VALVES | | 51-510-56-00-5638 | 248.38 |

DATE: 07/16/20
TIME: 08:33:17
ID: AP225000.WOW

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

FY 21

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | CHECK DATE | ACCOUNT # | ITEM AMT |
|---------|-----------------------|---------------------------|-----------|--------------------------------|---------------|-------------------|----------|
| 900092 | FNBO | FIRST NATIONAL BANK OMAHA | | | 07/25/20 | | |
| | 072520-D.BROWN | 06/30/20 | 02 | AMAZON-CIRCULAR CHARTS | | 51-510-56-00-5638 | 32.00 |
| | | | 03 | ILLCO-PVC HOSE | | 51-510-56-00-5638 | 23.64 |
| | | | | | | INVOICE TOTAL: | 304.02 * |
| | 072520-D.HENNE | 06/30/20 | 01 | FLATSOS-2 TIRES | | 01-410-56-00-5628 | 143.33 |
| | | | | | | INVOICE TOTAL: | 143.33 * |
| | 072520-D.SMITH | 06/30/20 | 01 | LAFARGE-2 LOADS OF STONE | | 25-225-60-00-6010 | 596.82 |
| | | | 02 | MONTGOMERY LANDSCAPE-DIRT | | 25-225-60-00-6010 | 200.00 |
| | | | | | | INVOICE TOTAL: | 796.82 * |
| | 072520-E.DHUSE | 06/30/20 | 01 | WAREHOUSE DIRECT-PAPER, TONER | | 52-520-56-00-5610 | 261.37 |
| | | | 02 | NAPA#257476-CHUCK | | 01-410-56-00-5628 | 9.99 |
| | | | 03 | NAPA#256023-FILTERS | | 01-410-56-00-5628 | 6.20 |
| | | | 04 | NAPA#258242-ANTI FREEZE | | 01-410-56-00-5628 | 5.99 |
| | | | 05 | NAPA#257121-ID BAR | | 01-410-56-00-5628 | 20.54 |
| | | | 06 | NAPA#257058-BRAKE PADS, | | 51-510-56-00-5628 | 579.96 |
| | | | 07 | CALIPERS, BRAKE FLUID | | ** COMMENT ** | |
| | | | 08 | NAPA#256282-BATTERY | | 01-410-56-00-5628 | 114.16 |
| | | | 09 | NAPA#255987-COOLANT | | 01-410-56-00-5628 | 16.88 |
| | | | 10 | NAPA-CALIPER DEPOSIT CREDIT | | 51-510-56-00-5628 | -69.46 |
| | | | | | | INVOICE TOTAL: | 945.63 * |
| | 072520-E.TOPPER | 06/30/20 | 01 | UPSTAGING-COUNTER SHIELD | | 82-820-56-00-5621 | 641.00 |
| | | | 02 | IMPRINT-PROMOTIONAL MATERIALS | | 82-820-54-00-5426 | 795.20 |
| | | | 03 | TRIBUNE-SUBSCRIPTION RENEWAL | | 82-820-54-00-5460 | 134.84 |
| | | | 04 | AMAZON-PRESS-N-SEAL | | 82-820-56-00-5610 | 45.48 |
| | | | 05 | YORVILLE POST-POSTAGE | | 82-820-54-00-5452 | 7.31 |
| | | | 06 | AMAZON PRIME MONTHLY FEE | | 82-820-54-00-5460 | 12.99 |
| | | | 07 | AMAZON-THERMOMETER CREDIT | | 82-820-56-00-5610 | -62.97 |
| | | | 08 | BARREL SACK BAG | | ** COMMENT ** | |
| | | | 09 | AMAZON-LAWN BAGS | | 82-820-56-00-5621 | 132.57 |
| | | | 10 | PEORIA PARK DISTRICT-VIRTUAL | | 82-820-56-00-5671 | 50.00 |
| | | | 11 | TRAVELING NATURALIST PROGRAM | | ** COMMENT ** | |
| | | | 12 | AMAZON-ROCKING CHAIR | | 82-000-24-00-2480 | 44.99 |
| | | | 13 | AMAZON-ADDRESS LABELS, | | 82-000-24-00-2480 | 76.36 |
| | | | 14 | BATTERIES, SEAT CUSHIONS | | ** COMMENT ** | |
| | | | 15 | DOMAIN LISTING-CHARGE REFUND | | 82-820-54-00-5426 | -228.00 |
| | | | 16 | AMAZON-SOCIAL DISTANCING DECAL | | 82-820-56-00-5610 | 16.99 |
| | | | 17 | AMAZON-ESSENTIAL OIL SANITIZER | | 82-820-56-00-5621 | 54.99 |
| | | | 18 | AMAZON-ELECTRONIC KEYBOARD | | 82-000-24-00-2480 | 82.99 |
| | | | 19 | AMAZON-GAMES, CARDS | | 82-000-24-00-2480 | 36.93 |
| | | | 20 | AMAZON-TOUCHLESS HAND | | 82-820-56-00-5621 | 199.38 |
| | | | 21 | SANITIZER DISPENSER | | ** COMMENT ** | |
| | | | 22 | AMAZON-SENSORY BALL | | 82-000-24-00-2480 | 14.99 |

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| 900092 | FNBO | FIRST NATIONAL BANK OMAHA | | | 07/25/20 | | |
| | 072520-E.TOPPER | 06/30/20 | 23 | AMAZON-THERMOMETERS | | 82-820-56-00-5610 | 69.99 |
| | | | | | | INVOICE TOTAL: | 2,126.03 * |
| | 072520-E.WILLRETT | 06/30/20 | 01 | ILCMA-ANNUAL MEMBERSHIP | | 01-110-54-00-5460 | 253.50 |
| | | | 02 | RENEWAL-WILLRETT | | ** COMMENT ** | |
| | | | 03 | ELEMENT FOUR-JUN 2020 CLOUD | | 01-640-54-00-5450 | 454.06 |
| | | | 04 | CONNECT BACKUPS | | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 707.56 * |
| | 072520-G.STEFFENS | 06/30/20 | 01 | FLATSOS-NEW GATOR REPAIR | | 01-410-54-00-5490 | 106.43 |
| | | | 02 | FLATSOS-NEW GATOR TIRE | | 01-410-54-00-5490 | 20.00 |
| | | | 03 | FLATSOS-NEW GATOR REPAIR | | 01-410-54-00-5490 | 92.57 |
| | | | 04 | FLATSOS-NEW GATOR TIRE | | 01-410-54-00-5490 | 20.00 |
| | | | 05 | OREILLY-TRANS FLUID | | 52-520-56-00-5628 | 15.98 |
| | | | | | | INVOICE TOTAL: | 254.98 * |
| | 072520-J.BAUER | 04/30/20 | 01 | EXHAUST WORKS-MUFFLER REPAIR | | 51-510-54-00-5490 | 481.96 |
| | | | | | | INVOICE TOTAL: | 481.96 * |
| | 072520-J.ENGBERG | 06/30/20 | 01 | ADOBE-CREATIVE CLOUD MONTHLY | | 01-220-54-00-5462 | 52.99 |
| | | | 02 | FEE | | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 52.99 * |
| | 072520-J.GALAUNER | 06/30/20 | 01 | TARGET-ENVELOPES | | 79-795-56-00-5606 | 10.98 |
| | | | | | | INVOICE TOTAL: | 10.98 * |
| | 072520-J.JENSEN | 06/30/20 | 01 | TARGET-SHEET PROTECTORS | | 01-210-56-00-5610 | 13.98 |
| | | | 02 | IACP-SHARED PRINCIPLES POSTERS | | 01-210-56-00-5620 | 37.00 |
| | | | | | | INVOICE TOTAL: | 50.98 * |
| | 072520-J.SLEEZER | 06/30/20 | 01 | DOORS BY RUSS-DOOR REPAIR | | 23-216-54-00-5446 | 34.00 |
| | | | | | | INVOICE TOTAL: | 34.00 * |
| | 072520-J.WEISS | 06/30/20 | 01 | GROUND EFFECTS-MEXICAN PEBBLES | | 82-820-56-00-5671 | 4.64 |
| | | | 02 | THERAPY SHOPPE-FIDGETS | | 82-000-24-00-2480 | 105.61 |
| | | | 03 | FOXY'S ICE CREAM-16 \$5.00 GIFT | | 82-000-24-00-2480 | 80.00 |
| | | | 04 | CARDS FOR SUMMER READING | | ** COMMENT ** | |
| | | | 05 | ROSATIS-GIFT CARDS FOR SUMMER | | 82-000-24-00-2480 | 40.00 |
| | | | 06 | READING | | ** COMMENT ** | |
| | | | 07 | PARMA-GIFT CARDS FOR SUMMER | | 82-000-24-00-2480 | 40.00 |
| | | | 08 | READING | | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 270.25 * |
| | 072520-K.GREGORY | 06/30/20 | 01 | ARAMARK#1592266295-MATS | | 51-510-54-00-5485 | 56.68 |
| | | | 02 | ARAMARK#1592281154-MATS | | 01-410-54-00-5485 | 56.68 |

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| 900092 | FNBO | FIRST NATIONAL BANK OMAHA | | | 07/25/20 | | |
| | 072520-K.GREGORY | 06/30/20 | 03 | MINER#100663-JUL 2020 MANAGED | | 01-410-54-00-5462 | 366.85 |
| | | | 04 | SERVICES RADIO | | ** COMMENT ** | |
| | | | 05 | MINER#100663-JUL 2020 MANAGED | | 51-510-54-00-5462 | 430.65 |
| | | | 06 | SERVICES RADIO | | ** COMMENT ** | |
| | | | 07 | MINER#100663-JUL 2020 MANAGED | | 52-520-54-00-5462 | 287.10 |
| | | | 08 | SERVICES RADIO | | ** COMMENT ** | |
| | | | 09 | MINER#100663-JUL 2020 MANAGED | | 79-790-54-00-5462 | 510.40 |
| | | | 10 | SERVICES RADIO | | ** COMMENT ** | |
| | | | 11 | WAREHOUSE DIRECT-FORKS, SPOONS | | 01-110-56-00-5610 | 84.36 |
| | | | 12 | ENVELOPES | | ** COMMENT ** | |
| | | | 13 | ARNESON#291271-JUN 2020 DIESEL | | 52-520-56-00-5695 | 138.08 |
| | | | 14 | ARNESON#292138-JUN 2020 GAS | | 51-510-56-00-5695 | 304.62 |
| | | | 15 | ARNESON#292140-JUN 2020 DIESEL | | 52-520-56-00-5695 | 253.43 |
| | | | 16 | ARNESON#291165-JUN 2020 DIESEL | | 01-410-56-00-5695 | 925.18 |
| | | | 17 | ARNESON#291298-JUN 2020 GAS | | 51-510-56-00-5695 | 503.27 |
| | | | 18 | ARNESON#290888-MAY 2020 GAS | | 52-520-56-00-5695 | 286.56 |
| | | | 19 | ARNESON#290865-MAY 2020 DIESEL | | 01-410-56-00-5695 | 403.06 |
| | | | 20 | AMAZON-PLASTIC STANCHION SIGN | | 01-110-56-00-5610 | 43.36 |
| | | | 21 | HOLDER, GAFFERS TAPE | | ** COMMENT ** | |
| | | | | INVOICE TOTAL: | | | 4,650.28 * |
| | 072520-L.PICKERING | 06/30/20 | 01 | QUILL-CARDSTOCK | | 01-110-56-00-5610 | 45.98 |
| | | | 02 | SHAW MEDIA-ANNUAL WEED | | 01-220-54-00-5426 | 387.50 |
| | | | 03 | NUISANCE PUBLICATION | | ** COMMENT ** | |
| | | | 04 | TRIBUNE-DOWNSTATE SMALL | | 01-110-54-00-5462 | 517.30 |
| | | | 05 | BUSINESS STABILIZATION GRANT | | ** COMMENT ** | |
| | | | 06 | PUBLIC HEARING | | ** COMMENT ** | |
| | | | 07 | TRIBUNE-ANNUAL WEED NUISANCE | | 01-220-54-00-5426 | 308.44 |
| | | | 08 | PUBLICATION | | ** COMMENT ** | |
| | | | 09 | AMAZON-LANYARDS, MESSAGE FLAGS | | 01-110-56-00-5610 | 28.86 |
| | | | 10 | WAREHOUSE DIRECT-PAGE FLAGS | | 01-110-56-00-5610 | 35.52 |
| | | | | INVOICE TOTAL: | | | 1,323.60 * |
| | 072520-N.DECKER | 06/30/20 | 01 | SHRED-IT-MAY ONSITE SHREDDING | | 01-210-54-00-5462 | 182.49 |
| | | | 02 | COMCAST-5/15-6/14 INTERNET | | 01-640-54-00-5449 | 1,153.27 |
| | | | 03 | WAREHOUSE DIRECT-DVD/CD, | | 01-210-56-00-5610 | 159.20 |
| | | | 04 | SLEEVES, FILES | | ** COMMENT ** | |
| | | | 05 | CARSTAR-5/17 ACCIDENT REPAIRS | | 01-640-52-00-5231 | 4,007.00 |
| | | | 06 | CARSTAR-5/17 ACCIDENT | | 01-210-54-00-5495 | 500.00 |
| | | | 07 | DEDUCTIBLE | | ** COMMENT ** | |
| | | | 08 | AT&T-5/25-6/24 SERVICE | | 01-210-54-00-5440 | 286.88 |
| | | | 09 | COMCAST-6/8-7/7 CABLE | | 01-210-54-00-5440 | 4.22 |
| | | | 10 | CNA SURETY-NOTARY RENEWAL- | | 01-210-54-00-5462 | 30.00 |
| | | | 11 | KUEHLEM | | ** COMMENT ** | |
| | | | 12 | ACCURINT-MAY 2020 SEARCHES | | 01-210-54-00-5462 | 150.00 |

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| 900092 | FNBO | FIRST NATIONAL BANK OMAHA | | | 07/25/20 | | |
| | 072520-N.DECKER | 06/30/20 | 13 | MANAGING POLICE RECORDS | | 01-210-54-00-5412 | 250.00 |
| | | | 14 | SEMINAR REGISTRATION-DECKER | | ** COMMENT ** | |
| | | | 15 | CAR STAR-5/31 ACCIDENT REPAIRS | | 01-640-52-00-5231 | 1,749.93 |
| | | | 16 | CAR STAR-5/31 ACCIDENT | | 01-210-54-00-5495 | 500.00 |
| | | | 17 | DEDUCTIBLE | | ** COMMENT ** | |
| | | | | INVOICE TOTAL: | | | 8,972.99 * |
| | 072520-P.RATOS | 06/30/20 | 01 | AMERICAN TIRE#3461-AC | | 01-220-54-00-5490 | 139.42 |
| | | | 02 | PRESSURE TEST & LEAK DETECTION | | ** COMMENT ** | |
| | | | | INVOICE TOTAL: | | | 139.42 * |
| | 072520-R.FREDRICKSON | 06/30/20 | 01 | IGFOA-CANCELLED WEBINAR CREDIT | | 01-120-54-00-5412 | -30.00 |
| | | | 02 | COMCAST-5/12-6/11 INTERNET @ | | 01-110-54-00-5440 | 21.12 |
| | | | 03 | 800 GAME FARM RD | | ** COMMENT ** | |
| | | | 04 | COMCAST-5/13-6/12 INTERNET @ | | 51-510-54-00-5440 | 108.35 |
| | | | 05 | 610 TOWER PLANT | | ** COMMENT ** | |
| | | | 06 | COMCAST-5/132-6/14 INTERNET @ | | 79-795-54-00-5440 | 68.40 |
| | | | 07 | 102 E VAN EMMON | | ** COMMENT ** | |
| | | | 08 | COMCAST-5/132-6/14 CABLE @ | | 79-795-54-00-5440 | 25.71 |
| | | | 09 | 102 E VAN EMMON | | ** COMMENT ** | |
| | | | 10 | NEWTEK-5/11-6/11 WEB UBKEEP | | 01-640-54-00-5450 | 16.59 |
| | | | 11 | COMCAST-5/24-6/23 INTERNET @ | | 79-790-54-00-5440 | 84.77 |
| | | | 12 | 201 W HYDRAULIC | | ** COMMENT ** | |
| | | | 13 | COMCAST-5/24-6/23 INTERNET @ | | 79-790-54-00-5440 | 63.58 |
| | | | 14 | 201 W HYDRAULIC | | ** COMMENT ** | |
| | | | 15 | COMCAST-5/24-6/23 INTERNET @ | | 01-110-54-00-5440 | 47.76 |
| | | | 16 | 800 GAME FARM RD | | ** COMMENT ** | |
| | | | 17 | COMCAST-5/24-6/23 INTERNET @ | | 01-220-54-00-5440 | 40.94 |
| | | | 18 | 800 GAME FARM RD | | ** COMMENT ** | |
| | | | 19 | COMCAST-5/24-6/23 INTERNET @ | | 01-120-54-00-5440 | 27.30 |
| | | | 20 | 800 GAME FARM RD | | ** COMMENT ** | |
| | | | 21 | COMCAST-5/24-6/23 INTERNET @ | | 01-210-54-00-5440 | 177.40 |
| | | | 22 | 800 GAME FARM RD | | ** COMMENT ** | |
| | | | 23 | COMCAST-5/29-6/28 INTERNET @ | | 79-790-54-00-5440 | 89.90 |
| | | | 24 | 185 WOLF ST | | ** COMMENT ** | |
| | | | 25 | COMCAST-5/29-6/28 CABLE & | | 79-790-54-00-5440 | 115.89 |
| | | | 26 | VOICE @ 185 WOLF ST | | ** COMMENT ** | |
| | | | 27 | AURORA UNIVERSITY-GOLDSMITH | | 01-210-54-00-5412 | -1.00 |
| | | | 28 | CR FOR SUMMER TUITION | | ** COMMENT ** | |
| | | | 29 | COMCAST-6/1-6/29 INTERNET @ | | 52-520-54-00-5440 | 39.48 |
| | | | 30 | 610 TOWER | | ** COMMENT ** | |
| | | | 31 | COMCAST-6/1-6/29 INTERNET @ | | 01-410-54-00-5440 | 78.94 |
| | | | 32 | 610 TOWER | | ** COMMENT ** | |
| | | | 33 | COMCAST-6/1-6/29 INTERNET @ | | 51-510-54-00-5440 | 118.43 |
| | | | 34 | 610 TOWER | | ** COMMENT ** | |
| | | | | INVOICE TOTAL: | | | 1,093.56 * |

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| 900092 | FNBO | FIRST NATIONAL BANK OMAHA | | | 07/25/20 | | |
| | 072520-R.HARMON | 06/30/20 | 01 | AMAZON-MAILERS, INDEX CARDS, | | 79-795-56-00-5606 | 177.11 |
| | | | 02 | CLAY, ALKA-SELTZER, FILM | | ** COMMENT ** | |
| | | | 03 | CANISTERS, BUG COUNTERS, DICE, | | ** COMMENT ** | |
| | | | 04 | CARDSTOCK, EASTER GRASS, | | ** COMMENT ** | |
| | | | 05 | STICKERS | | ** COMMENT ** | |
| | | | 06 | US POSTAL-PRIORITY MAILING | | 79-795-56-00-5606 | 15.00 |
| | | | 07 | AMAZON-INK PADS, FREEZER | | 79-795-56-00-5606 | 198.79 |
| | | | 08 | BAGS, SANDWICH BAGS, | | ** COMMENT ** | |
| | | | 09 | STREAMERS, STICKERS, CLOROX | | ** COMMENT ** | |
| | | | 10 | WIPES, WATER GUNS, PUTTY, | | ** COMMENT ** | |
| | | | 11 | DINOSAUR TOYS, CRAFT STICKS | | ** COMMENT ** | |
| | | | 12 | STAPLES-TAX CREDIT | | 79-795-56-00-5606 | -2.51 |
| | | | 13 | USPS-PRORITY SHIPPING | | 79-795-54-00-5452 | 23.70 |
| | | | 14 | PETITE PALETTE-VIRTUAL | | 79-795-54-00-5462 | 96.00 |
| | | | 15 | PAINTING CLASS | | ** COMMENT ** | |
| | | | 16 | AMAZON-CLAY, CARDSTOCK | | 79-795-56-00-5606 | 50.56 |
| | | | 17 | FUN EXPRESS-CRAFT SUPPLIES | | 79-795-56-00-5606 | 184.87 |
| | | | 18 | AMAZON-STICKERS, STRAWS, | | 79-795-56-00-5606 | 67.60 |
| | | | 19 | COFFEE, ENVELOPES, STORAGE | | ** COMMENT ** | |
| | | | 20 | BAGS | | ** COMMENT ** | |
| | | | 21 | TEACHERS PY TEACHERS-TEACHING | | 79-795-56-00-5606 | 125.50 |
| | | | 22 | AIDES | | ** COMMENT ** | |
| | | | 23 | STAPLES-PAPER, BOXES | | 79-795-56-00-5606 | 54.18 |
| | | | 24 | AMAZON-GOLF TEES, PAPER | | 79-795-56-00-5606 | 54.84 |
| | | | 25 | CLIPS, PENCILS, PING PONG | | ** COMMENT ** | |
| | | | 26 | BALLS | | ** COMMENT ** | |
| | | | | INVOICE TOTAL: | | | 1,045.64 * |
| | 072520-R.WRIGHT | 06/30/20 | 01 | PRO 2010 TERMINAL SERVER | | 01-120-54-00-5462 | 42.39 |
| | | | 02 | LICENSE FOR PAYROLL DIRECT | | ** COMMENT ** | |
| | | | 03 | DEPOSIT EMAIL PROCESSING | | ** COMMENT ** | |
| | | | | INVOICE TOTAL: | | | 42.39 * |
| | 072520-S.AUGUSTINE | 06/30/20 | 01 | STARBUCKS-SUMMER READING GIFT | | 82-000-24-00-2480 | 20.00 |
| | | | 02 | CARD | | ** COMMENT ** | |
| | | | 03 | GRACE COFFEE-SUMMER READING | | 82-000-24-00-2480 | 10.00 |
| | | | 04 | GIFT CARD | | ** COMMENT ** | |
| | | | | INVOICE TOTAL: | | | 30.00 * |
| | 072520-S.REDMON | 06/30/20 | 01 | ASCAP-ANNUAL LICENSING FEE | | 79-795-56-00-5606 | 365.50 |
| | | | 02 | AT&T -6/24-7/23 TOWN SQUARE | | 79-795-54-00-5440 | 78.53 |
| | | | 03 | PARK SIGN INTERNET | | ** COMMENT ** | |
| | | | 04 | ARAMARK#1592296158-MATS | | 79-790-56-00-5620 | 18.21 |
| | | | 05 | ARAMARK#1592303698-MATS | | 79-790-56-00-5620 | 18.21 |
| | | | 06 | ARAMARK#001592281153-MATS | | 79-790-56-00-5620 | 18.21 |

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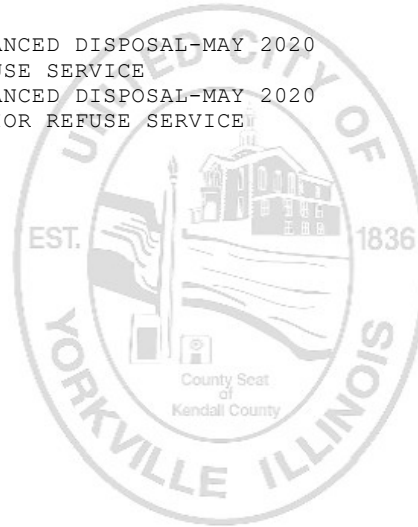
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| 900092 | FNBO | FIRST NATIONAL BANK OMAHA | | | 07/25/20 | | |
| | 072520-S.REDMON | 06/30/20 | 07 | ARAMARK#001592273693-MATS | | 79-790-56-00-5620 | 18.21 |
| | | | 08 | ARAMARK#001592266294-MATS | | 79-790-56-00-5620 | 18.21 |
| | | | 09 | ARAMARK#001592258894-MATS | | 79-790-56-00-5620 | 18.21 |
| | | | 10 | LOMBARDI-VIRTUAL SLIME CLASS | | 79-795-54-00-5462 | 24.00 |
| | | | 11 | JACKSON-HIRSH-LAMINATING | | 79-795-56-00-5606 | 125.84 |
| | | | 12 | AMAZON-COMPUTER AIR FILTER | | 79-795-56-00-5610 | 14.98 |
| | | | 13 | ARNESON#289743-MAY 2020 GAS | | 79-790-56-00-5695 | 360.18 |
| | | | 14 | ARNESON#289699-MAY 2020 GAS | | 79-790-56-00-5695 | 148.21 |
| | | | 15 | NARVICK-3,000 AE | | 79-790-56-00-5640 | 2,942.00 |
| | | | 16 | ARNESON#288912-MAY 2020 DIESEL | | 79-790-56-00-5695 | 68.01 |
| | | | 17 | ARNESON#288921-MAY 2020 GAS | | 79-790-56-00-5695 | 275.63 |
| | | | 18 | REINDERS#1831051-01-WATER PUMP | | 79-790-56-00-5640 | 322.83 |
| | | | 19 | SWITCH, ALARM TONE | | ** COMMENT ** | |
| | | | 20 | REINDERS#1832326-00-BLADE,BELT | | 79-790-56-00-5640 | 142.86 |
| | | | 21 | RUNCO#792211-0-TONER | | 79-790-56-00-5620 | 299.35 |
| | | | 22 | ROSATIS-BINGO GIFT CARD | | 79-795-56-00-5606 | 10.00 |
| | | | 23 | ROSATIS-BINGO GIFT CARD | | 79-795-56-00-5606 | 5.00 |
| | | | 24 | GRACE-BINGO GIFT CARD | | 79-795-56-00-5606 | 25.81 |
| | | | 25 | RUNCO-LYSOL SPRAY | | 79-795-56-00-5606 | 278.97 |
| | | | 26 | QUADIENT-7/5-10/4 POSTAGE | | 79-795-54-00-5485 | 60.36 |
| | | | 27 | MACHINE LEASE | | ** COMMENT ** | |
| | | | 28 | ARNESON#290338-MAY 2020 DIESEL | | 79-790-56-00-5695 | 93.68 |
| | | | 29 | ARNESON#290274-MAY 2020 GAS | | 79-790-56-00-5695 | 194.48 |
| | | | 30 | ARNESON#291317-JUN 2020 DIESEL | | 79-790-56-00-5695 | 102.75 |
| | | | 31 | ARNESON#291297-JUN 2020 GAS | | 79-790-56-00-5695 | 544.46 |
| | | | 32 | ARNESON#292137-JUN 2020 GAS | | 79-790-56-00-5695 | 368.35 |
| | | | 33 | ARNESON#290887-MAY 2020 GAS | | 79-790-56-00-5695 | 277.62 |
| | | | 34 | ARNESON#290837-MAY 2020 DIESEL | | 79-790-56-00-5695 | 116.35 |
| | | | 35 | REINDERS#1833387-00-PULLEYS, | | 79-790-56-00-5640 | 159.27 |
| | | | 36 | IDLER, THERMOSTAT, WATER PUMP, | | ** COMMENT ** | |
| | | | 37 | SWITCH | | ** COMMENT ** | |
| | | | 38 | REINDERS#1833791-00-SWITCHES | | 79-790-56-00-5640 | 64.02 |
| | | | 39 | SMITHEREEN-JUNE PEST CONTROL | | 79-790-54-00-5462 | 88.00 |
| | | | 40 | REINDERS#1831833-00-REGULATOR | | 79-790-56-00-5640 | 234.38 |
| | | | 41 | REINDERS#1831051-02-SWITCH | | 79-790-56-00-5640 | 54.36 |
| | | | 42 | REINDERS#1832250-00-INJECTION | | 79-790-56-00-5640 | 377.50 |
| | | | 43 | NOZZLE | | ** COMMENT ** | |
| | | | 44 | VERMONT SYSTEMS-RECTRAC | | 79-795-54-00-5462 | 5,407.50 |
| | | | 45 | MAINTENANCE CONTRACT RENEWAL | | ** COMMENT ** | |
| | | | 46 | ARAMARK#1592296158-MATS | | 79-790-56-00-5620 | 18.21 |
| | | | 47 | ARAMARK#1592303698-MATS | | 79-790-56-00-5620 | 18.21 |
| | | | | | | INVOICE TOTAL: | 13,776.46 * |
| | 072520-S.REMUS | 06/30/20 | 01 | PRO WASTE-HAND SANITIZER | | 79-795-56-00-5620 | 1,400.00 |
| | | | 02 | STANDS | | ** COMMENT ** | |
| | | | | | | INVOICE TOTAL: | 1,400.00 * |

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| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | CHECK DATE | ACCOUNT # | ITEM AMT | |
|---------|-----------------------|---------------------------|-----------|----------------------------|---------------|--------------------|------------|------------|
| 900092 | FNBO | FIRST NATIONAL BANK OMAHA | | | 07/25/20 | | | |
| | 072520-S.SLEEZER | 06/30/20 | 01 | RURAL KING-MULCH | | 72-720-60-00-6049 | 415.68 | |
| | | | 02 | GROUND EFFECTS-STRAW | | 79-790-56-00-5640 | 14.64 | |
| | | | | | | INVOICE TOTAL: | 430.32 | * |
| | 072520-T.NELSON | 06/30/20 | 01 | WALMART-PLASTIC BASEBALLS | | 79-795-56-00-5606 | 252.13 | |
| | | | | | | INVOICE TOTAL: | 252.13 | * |
| | 072520-T.SOELKE | 06/30/20 | 01 | AMAZON-PANTS-JACKSON | | 52-520-56-00-5600 | 174.95 | |
| | | | | | | INVOICE TOTAL: | 174.95 | * |
| | 072520-UCOY | 06/30/20 | 01 | ADVANCED DISPOSAL-MAY 2020 | | 01-540-54-00-5442 | 107,641.56 | |
| | | | 02 | REFUSE SERVICE | | ** COMMENT ** | | |
| | | | 03 | ADVANCED DISPOSAL-MAY 2020 | | 01-540-54-00-5441 | 3,478.59 | |
| | | | 04 | SENIOR REFUSE SERVICE | | ** COMMENT ** | | |
| | | | | | | INVOICE TOTAL: | 111,120.15 | * |
| | | | | | | CHECK TOTAL: | | 168,803.34 |
| | | | | | | TOTAL AMOUNT PAID: | | 168,803.34 |



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UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 07/28/2020

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|--------------------------------|-----------|-------------------------------|-------------------|--------------|----------|
| 533056 | AACVB | AURORA AREA CONVENTION | | | | | |
| | 05/20-ALL | 06/25/20 | 01 | ALL SEASON MAY 2020 HOTEL TAX | 01-640-54-00-5481 | | 14.24 |
| | | | | | INVOICE TOTAL: | | 14.24 * |
| | 05/20-HAMPTON | 06/25/20 | 01 | HAMPTON MAY 2020 HOTEL TAX | 01-640-54-00-5481 | | 798.84 |
| | | | | | INVOICE TOTAL: | | 798.84 * |
| | 05/20-SUNSET | 06/25/20 | 01 | SUNSET MAY 2020 HOTEL TAX | 01-640-54-00-5481 | | 34.20 |
| | | | | | INVOICE TOTAL: | | 34.20 * |
| | 05/20-SUPER | 06/25/20 | 01 | SUPER 8 MAY 2020 HOTEL TAX | 01-640-54-00-5481 | | 779.58 |
| | | | | | INVOICE TOTAL: | | 779.58 * |
| | | | | | CHECK TOTAL: | | 1,626.86 |
| 533057 | ABEEP | A BEEP, LLC | | | | | |
| | 94837 | 06/29/20 | 01 | REPLACEMENT CLIP FOR RADIO | 01-210-56-00-5620 | | 50.29 |
| | | | | | INVOICE TOTAL: | | 50.29 * |
| | | | | | CHECK TOTAL: | | 50.29 |
| 533058 | ADVAAUTO | ADVANCED AUTOMATION & CONTROLS | | | | | |
| | 20-3413 | 07/09/20 | 01 | SAE103 SOFTWARE & MAINTENANCE | 51-510-54-00-5445 | | 805.00 |
| | | | | | INVOICE TOTAL: | | 805.00 * |
| | | | | | CHECK TOTAL: | | 805.00 |
| 533059 | ALUMITAN | ALUMITANK, INC | | | | | |
| | S-INV004225 | 06/25/20 | 01 | 4 TANKS | 01-410-56-00-5628 | | 604.80 |
| | | | | | INVOICE TOTAL: | | 604.80 * |
| | | | | | CHECK TOTAL: | | 604.80 |

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

INVOICES DUE ON/BEFORE 07/28/2020

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|-----------------------------|-----------|-------------------------------|-------------------|--------------|-------------|
| 533060 | AMALGAMA | AMALGAMATED BANK OF CHICAGO | | | | | |
| | 070120 | 07/01/20 | 01 | SERIES 2015A ADMIN FEE | 51-510-54-00-5498 | | 349.32 |
| | | | 02 | SERIES 2015A ADMIN FEE | 87-870-54-00-5498 | | 125.68 |
| | | | | INVOICE TOTAL: | | | 475.00 * |
| | | | | CHECK TOTAL: | | | 475.00 |
| D001721 | ANTPLACE | ANTHONY PLACE YORKVILLE LP | | | | | |
| | AUG 2020 | 07/15/20 | 01 | CITY OF YORKVILLE HOUSING | 01-640-54-00-5427 | | 769.00 |
| | | | 02 | ASSISTANCE PROGRAM RENT | ** COMMENT ** | | |
| | | | 03 | REIMBURSEMENT FOR AUGUST 2020 | ** COMMENT ** | | |
| | | | | INVOICE TOTAL: | | | 769.00 * |
| | | | | DIRECT DEPOSIT TOTAL: | | | 769.00 |
| 533061 | ATLAS | ATLAS BOBCAT | | | | | |
| | Q02280 | 06/23/20 | 01 | SKID STEER | 25-215-60-00-6060 | | 34,507.00 |
| | | | | INVOICE TOTAL: | | | 34,507.00 * |
| | | | | CHECK TOTAL: | | | 34,507.00 |
| 533062 | BATTERY S | BATTERY SERVICE CORPORATION | | | | | |
| | 0064013 | 07/02/20 | 01 | BATTERY | 01-410-56-00-5628 | | 89.95 |
| | | | | INVOICE TOTAL: | | | 89.95 * |
| | | | | CHECK TOTAL: | | | 89.95 |
| 533063 | BCBS | BLUE CROSS BLUE SHIELD | | | | | |
| | 070820 | 07/08/20 | 01 | AUG 2020 HEALTH INS | 01-110-52-00-5216 | | 7,340.05 |
| | | | 02 | AUG 2020 HEALTH INS | 01-120-52-00-5216 | | 4,044.14 |
| | | | 03 | AUG 2020 HEALTH INS | 01-210-52-00-5216 | | 48,932.74 |

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 DUE ON/BEFORE 07/28/2020

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|------------------------------|-----------|---------------------|-------------------|--------------|--------------|
| 533063 | BCBS | BLUE CROSS BLUE SHIELD | | | | | |
| | 070820 | 07/08/20 | 04 | AUG 2020 HEALTH INS | 01-220-52-00-5216 | | 6,620.22 |
| | | | 05 | AUG 2020 HEALTH INS | 01-410-52-00-5216 | | 10,163.45 |
| | | | 06 | AUG 2020 HEALTH INS | 01-640-52-00-5240 | | 10,844.67 |
| | | | 07 | AUG 2020 HEALTH INS | 79-790-52-00-5216 | | 12,443.25 |
| | | | 08 | AUG 2020 HEALTH INS | 79-795-52-00-5216 | | 6,882.73 |
| | | | 09 | AUG 2020 HEALTH INS | 51-510-52-00-5216 | | 8,506.71 |
| | | | 10 | AUG 2020 HEALTH INS | 52-520-52-00-5216 | | 6,510.80 |
| | | | 11 | AUG 2020 HEALTH INS | 82-820-52-00-5216 | | 5,243.88 |
| | | | | INVOICE TOTAL: | | | 127,532.64 * |
| | | | | CHECK TOTAL: | | | 127,532.64 |
| 533064 | BEYERD | DWAYNE F BEYER | | | | | |
| | JUNE 29-JULY 11 | 07/13/20 | 01 | UMPIRE | 79-795-54-00-5462 | | 120.00 |
| | | | | INVOICE TOTAL: | | | 120.00 * |
| | | | | CHECK TOTAL: | | | 120.00 |
| 533065 | BUILDERS | BUILDERS ASPHALT LLC | | | | | |
| | 60493 | 06/22/20 | 01 | HMA PRIVATE SURFACE | 23-230-56-00-5632 | | 338.50 |
| | | | | INVOICE TOTAL: | | | 338.50 * |
| | | | | CHECK TOTAL: | | | 338.50 |
| 533066 | BULLINGJ | JOSLYN T. BULLINGTON | | | | | |
| | JUNE 29-JULY 11 | 07/13/20 | 01 | UMPIRE | 79-795-54-00-5462 | | 35.00 |
| | | | | INVOICE TOTAL: | | | 35.00 * |
| | | | | CHECK TOTAL: | | | 35.00 |
| 533067 | CALLONE | UNITED COMMUNICATION SYSTEMS | | | | | |

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
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23-216 MUNICIPAL BUILDING
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79-795 RECREATION DEPARTMENT

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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 # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|--------------------------------|-----------|----------------------------|-------------------|--------------|------------|
| 533067 | CALLONE | UNITED COMMUNICATION SYSTEMS | | | | | |
| | 298453 | 07/15/20 | 01 | JUN 2020 ADMIN LINES | 01-110-54-00-5440 | | 514.75 |
| | | | 02 | JUN 2020 CITY HALL NORTEL | 01-110-54-00-5440 | | 189.48 |
| | | | 03 | JUN 2020 CITY HALL NORTEL | 01-210-54-00-5440 | | 189.48 |
| | | | 04 | JUN 2020 CITY HALL NORTEL | 51-510-54-00-5440 | | 189.48 |
| | | | 05 | JUN 2020 POLICE LINES | 01-210-54-00-5440 | | 501.39 |
| | | | 06 | JUN 2020 CITY HALL FIRE | 01-210-54-00-5440 | | 724.83 |
| | | | 07 | JUN 2020 CITY HALL FIRE | 01-110-54-00-5440 | | 724.83 |
| | | | 08 | JUN 2020 PW LINES | 51-510-54-00-5440 | | 2,287.18 |
| | | | 09 | JUN 2020 SEWER DEPT LINES | 52-520-54-00-5440 | | 593.10 |
| | | | 10 | JUN 2020 TRAFFIC SIGNAL | 01-410-54-00-5435 | | 56.34 |
| | | | 11 | MAINTENANCE | ** COMMENT ** | | |
| | | | 12 | JUN 2020 PARKS DEPT LINES | 79-790-54-00-5440 | | 77.52 |
| | | | 13 | JUN 2020 REC DEPT LINES | 79-795-54-00-5440 | | 343.62 |
| | | | | INVOICE TOTAL: | | | 6,392.00 * |
| | | | | CHECK TOTAL: | | | 6,392.00 |
| 533068 | CAMBRIA | CAMBRIA SALES COMPANY INC. | | | | | |
| | 41721 | 06/16/20 | 01 | PAPER TOWEL | 52-520-56-00-5610 | | 62.34 |
| | | | | INVOICE TOTAL: | | | 62.34 * |
| | 41746 | 06/24/20 | 01 | PAPER TOWELS, GARBAGE BAGS | 01-110-56-00-5610 | | 265.83 |
| | | | | INVOICE TOTAL: | | | 265.83 * |
| | | | | CHECK TOTAL: | | | 328.17 |
| 533069 | CENTRALL | CENTRAL LIMESTONE COMPANY, INC | | | | | |
| | 21749 | 06/22/20 | 01 | RIP RAP | 01-410-56-00-5620 | | 267.60 |
| | | | | INVOICE TOTAL: | | | 267.60 * |
| | | | | CHECK TOTAL: | | | 267.60 |
| 533070 | COMED | COMMONWEALTH EDISON | | | | | |

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
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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 DUE ON/BEFORE 07/28/2020

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|---------|-----------------------|---------------------|-----------|--------------------------------|-------------------|--------------|------------|
| 533070 | COMED | COMMONWEALTH EDISON | | | | | |
| | 0091033126-0620 | 06/29/20 | 01 | 05/29-06/29 AUTUMN CRK & RT34 | 23-216-54-00-5482 | | 53.92 |
| | | | | | INVOICE TOTAL: | | 53.92 * |
| | 0903040077-0620 | 06/26/20 | 01 | 05/12-06/26 MISC STREET LIGHTS | 23-216-54-00-5482 | | 3,105.34 |
| | | | | | INVOICE TOTAL: | | 3,105.34 * |
| | | | | | CHECK TOTAL: | | 3,159.26 |
| 533071 | COMED | COMMONWEALTH EDISON | | | | | |
| | 1161132039-RPRT | 06/04/20 | 01 | MUNICIPAL AGGREGATION | 01-000-24-00-2440 | | 64.00 |
| | | | 02 | PROVISION REPORT FEE | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 64.00 * |
| | | | | | CHECK TOTAL: | | 64.00 |
| 533072 | COMED | COMMONWEALTH EDISON | | | | | |
| | 1251108256-0620 | 06/25/20 | 01 | 05/27-06/25 301 E HYDRAULIC | 79-795-54-00-5480 | | 29.67 |
| | | | | | INVOICE TOTAL: | | 29.67 * |
| | 1647065335-0620 | 06/29/20 | 01 | 05/29-06/29 SARAVANOS PUMP | 52-520-54-00-5480 | | 48.69 |
| | | | | | INVOICE TOTAL: | | 48.69 * |
| | 2947052031-0620 | 06/26/20 | 01 | 05/28-06/26 RT47 & RIVER | 23-216-54-00-5482 | | 204.53 |
| | | | | | INVOICE TOTAL: | | 204.53 * |
| | 3119142025-0620 | 06/25/20 | 01 | 05/27-06/25 VAN EMMON LOT | 23-216-54-00-5482 | | 19.71 |
| | | | | | INVOICE TOTAL: | | 19.71 * |
| | 6819027011-0620 | 07/02/20 | 01 | 05/27-0/26 MISC PR BUILDINGS | 79-795-54-00-5480 | | 87.48 |
| | | | | | INVOICE TOTAL: | | 87.48 * |
| | 7110074020-0620 | 06/25/20 | 01 | 05/27-06/25 104 E VAN EMMON | 01-110-54-00-5480 | | 351.59 |
| | | | | | INVOICE TOTAL: | | 351.59 * |

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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51-510 WATER OPERATIONS
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90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 07/28/2020

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|---------|-----------------------|--------------------------|-----------|------------------------------|-------------------|--------------|------------|
| 533072 | COMED | COMMONWEALTH EDISON | | | | | |
| | 7982120022-0620 | 06/26/20 | 01 | 05/28-06/26 609 N BRIDGE | 01-110-54-00-5480 | | 17.20 |
| | | | | | INVOICE TOTAL: | | 17.20 * |
| | | | | | CHECK TOTAL: | | 758.87 |
| 533073 | CONSTELL | CONSTELLATION NEW ENERGY | | | | | |
| | 17717112101 | 06/22/20 | 01 | 05/20-06/19 421 POPLAR LITE | 23-216-54-00-5482 | | 3,131.26 |
| | | | | | INVOICE TOTAL: | | 3,131.26 * |
| | 17787534301 | 07/01/20 | 01 | 05/28-06/30 COUNTRYSIDE PKWY | 23-216-54-00-5482 | | 107.38 |
| | | | | | INVOICE TOTAL: | | 107.38 * |
| | | | | | CHECK TOTAL: | | 3,238.64 |
| 533074 | COREMAIN | CORE & MAIN LP | | | | | |
| | M477545 | 06/24/20 | 01 | DUAL CHECK WATTS | 51-510-56-00-5664 | | 3,330.00 |
| | | | | | INVOICE TOTAL: | | 3,330.00 * |
| | M519271 | 06/17/20 | 01 | 54 510M METERS | 51-510-56-00-5664 | | 7,020.00 |
| | | | | | INVOICE TOTAL: | | 7,020.00 * |
| | M531915 | 07/02/20 | 01 | METER | 51-510-56-00-5664 | | 387.58 |
| | | | | | INVOICE TOTAL: | | 387.58 * |
| | M568198 | 06/26/20 | 01 | 100CF METERS, WIRE | 51-510-56-00-5664 | | 2,335.00 |
| | | | | | INVOICE TOTAL: | | 2,335.00 * |
| | M577819 | 06/26/20 | 01 | 100 CF METERS | 51-510-56-00-5664 | | 1,559.68 |
| | | | | | INVOICE TOTAL: | | 1,559.68 * |
| | | | | | CHECK TOTAL: | | 14,632.26 |
| 533075 | COXLAND | COX LANDSCAPING LLC | | | | | |

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
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42-420 DEBT SERVICE
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
72-720 LAND CASH
79-790 PARKS DEPARTMENT
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82-820 LIBRARY OPERATIONS
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INVOICES DUE ON/BEFORE 07/28/2020

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|----------------------------|-----------|-------------------------------|-------------------|--------------|------------|
| 533075 | COXLAND | COX LANDSCAPING LLC | | | | | |
| | 190592 | 06/01/20 | 01 | MAY 2020 LANDSCAPE AGREEMENT | 11-111-54-00-5495 | | 423.20 |
| | | | | | INVOICE TOTAL: | | 423.20 * |
| | 190692 | 07/01/20 | 01 | JUNE 2020 LANDSCAPING | 12-112-54-00-5495 | | 1,132.50 |
| | | | | | INVOICE TOTAL: | | 1,132.50 * |
| | 2857 | 06/26/20 | 01 | TRIM BUSHES, TREES & MULCHING | 12-112-54-00-5495 | | 2,560.00 |
| | | | 02 | IN SUNFLOWER ESTATES | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 2,560.00 * |
| | | | | | CHECK TOTAL: | | 4,115.70 |
| 533076 | DEARNATI | DEARBORN LIFE INS. COMPANY | | | | | |
| | 070920 | 07/09/20 | 01 | AUG 2020 VISION INS | 01-110-52-00-5224 | | 94.15 |
| | | | 02 | AUG 2020 VISION INS | 01-120-52-00-5224 | | 58.95 |
| | | | 03 | AUG 2020 VISION INS | 01-210-52-00-5224 | | 517.80 |
| | | | 04 | AUG 2020 VISION INS | 01-220-52-00-5224 | | 90.06 |
| | | | 05 | AUG 2020 VISION INS | 01-410-52-00-5224 | | 95.75 |
| | | | 06 | AUG 2020 VISION INS | 01-640-52-00-5242 | | 197.71 |
| | | | 07 | AUG 2020 VISION INS | 79-790-52-00-5224 | | 128.12 |
| | | | 08 | AUG 2020 VISION INS | 79-795-52-00-5224 | | 85.00 |
| | | | 09 | AUG 2020 VISION INS | 51-510-52-00-5224 | | 99.02 |
| | | | 10 | AUG 2020 VISION INS | 52-520-52-00-5224 | | 66.26 |
| | | | 11 | AUG 2020 VISION INS | 82-820-52-00-5224 | | 84.33 |
| | | | | | INVOICE TOTAL: | | 1,517.15 * |
| | | | | | CHECK TOTAL: | | 1,517.15 |
| 533077 | DIRENRGY | DIRECT ENERGY BUSINESS | | | | | |
| | 201820042563369 | 06/30/20 | 01 | 05/29-06/24 2224 TREMONT | 51-510-54-00-5480 | | 7,284.85 |
| | | | | | INVOICE TOTAL: | | 7,284.85 * |
| | | | | | CHECK TOTAL: | | 7,284.85 |

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

DATE: 07/20/20
TIME: 10:15:23
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INVOICES DUE ON/BEFORE 07/28/2020

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|------------------------|-----------|--------------------------------|-------------------|--------------|------------|
| 533078 | DRHCAMBR | DRH CAMBRIDGE HOMES | | | | | |
| | 2401 ANNA MARIA | 07/10/20 | 01 | SECURITY GUARANTEE REFUND | 01-000-24-00-2415 | | 7,500.00 |
| | | | | | INVOICE TOTAL: | | 7,500.00 * |
| | | | | | CHECK TOTAL: | | 7,500.00 |
| 533079 | DYNEGY | DYNEGY ENERGY SERVICES | | | | | |
| | 386643520061 | 06/29/20 | 01 | 04/28-05/27 420 FAIRHAVEN | 52-520-54-00-5480 | | 124.97 |
| | | | 02 | 04/29-05/28 6780 RT47 | 51-510-54-00-5480 | | 70.51 |
| | | | 03 | 05/27-06/24 456 KENNEDY RD | 51-510-54-00-5480 | | 44.02 |
| | | | 04 | 05/12-06/10 BRIDGE ST TANK | 51-510-54-00-5480 | | 35.95 |
| | | | 05 | 05/26-06/23 1107 PRAIRIE CR | 52-520-54-00-5480 | | 76.92 |
| | | | 06 | 05/7-06/24 301 E HYDRAULIC | 79-795-54-00-5480 | | 19.89 |
| | | | 07 | 04/30-05/31 FOXHILL 7 LIFT | 52-520-54-00-5480 | | 33.24 |
| | | | 08 | 05/26-06/23 872 PRAIRIE CR | 79-795-54-00-5480 | | 99.08 |
| | | | 09 | 05/12-06/10 9257 GALENA PK | 79-795-54-00-5480 | | 63.38 |
| | | | 10 | 04/28-05/27 101 BRUELL ST | 52-520-54-00-5480 | | 368.04 |
| | | | 11 | 05/26-06/2 1908 RAINTREE | 51-510-54-00-5480 | | 178.78 |
| | | | 12 | 05/27-6/27 PRESTWICK LIFT | 52-520-54-00-5480 | | 95.39 |
| | | | 13 | 05/27-06/24 1991 CANNONBALL TR | 51-510-54-00-5480 | | 136.37 |
| | | | 14 | 04/28-05/27 610 TOWER | 51-510-54-00-5480 | | 146.12 |
| | | | 15 | 05/27-06/24 276 WINDHAM LIFT | 52-520-54-00-5480 | | 128.67 |
| | | | 16 | 05/27-06/24 133 E HYDRAULIC | 79-795-54-00-5480 | | 81.85 |
| | | | 17 | 04/28-05/27 1975 BRIDGE LIFT | 52-520-54-00-5480 | | 296.83 |
| | | | | | INVOICE TOTAL: | | 2,000.01 * |
| | | | | | CHECK TOTAL: | | 2,000.01 |
| 533080 | ECOLAB | ECOLAB INC | | | | | |
| | 6256224859 | 06/30/20 | 01 | PEROXIDE DISINFECT | 51-510-56-00-5638 | | 140.52 |
| | | | | | INVOICE TOTAL: | | 140.52 * |
| | | | | | CHECK TOTAL: | | 140.52 |

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

INVOICES DUE ON/BEFORE 07/28/2020

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|-------------------------------|-----------|-------------------------------|-------------------|--------------|------------|
| 533081 | EEI | ENGINEERING ENTERPRISES, INC. | | | | | |
| | 69284 | 06/30/20 | 01 | GRANDE RESERVE-AVANTI | 01-640-54-00-5465 | | 312.00 |
| | | | | | INVOICE TOTAL: | | 312.00 * |
| | 69286 | 06/30/20 | 01 | METRA RAIL YARD | 01-640-54-00-5465 | | 208.00 |
| | | | | | INVOICE TOTAL: | | 208.00 * |
| | 69287 | 06/30/20 | 01 | YORKVILLE CHRISTIAN SCHOOL | 90-055-55-00-0111 | | 132.25 |
| | | | | | INVOICE TOTAL: | | 132.25 * |
| | 69288 | 06/30/20 | 01 | METRONET | 90-132-00-00-0111 | | 191.25 |
| | | | | | INVOICE TOTAL: | | 191.25 * |
| | 69289 | 06/30/20 | 01 | SUB-REGIONAL WATER | 51-510-54-00-5465 | | 134.50 |
| | | | 02 | COORDINATION | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 134.50 * |
| | 69290 | 06/30/20 | 01 | GRANDE RESERVE-UNIT 1 | 01-640-54-00-5465 | | 702.00 |
| | | | | | INVOICE TOTAL: | | 702.00 * |
| | 69291 | 06/30/20 | 01 | FOUNTAIN VILLAGE-COMPLETION | 23-230-60-00-6023 | | 36.50 |
| | | | 02 | OF IMPROVEMENTS | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 36.50 * |
| | 69292 | 06/30/20 | 01 | EAST ORANGE STREET WATER MAIN | 51-510-60-00-6025 | | 400.00 |
| | | | 02 | REPLACEMENT | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 400.00 * |
| | 69293 | 06/30/20 | 01 | STORM WATER BASIN INSPECTIONS | 01-640-54-00-5465 | | 7,962.50 |
| | | | | | INVOICE TOTAL: | | 7,962.50 * |
| | 69294 | 06/30/20 | 01 | RESTORE CHURCH | 90-121-00-00-0111 | | 55.75 |
| | | | | | INVOICE TOTAL: | | 55.75 * |
| | 69295 | 06/30/20 | 01 | WELLS #8 & #9 WATER TREATMENT | 51-510-60-00-6081 | | 4,694.75 |

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
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79-795 RECREATION DEPARTMENT

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84-840 LIBRARY CAPITAL
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95-XXX ESCROW DEPOSIT

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UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 07/28/2020

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|-------------------------------|-----------|---|------------------------------------|--------------|-------------|
| 533081 | EEI | ENGINEERING ENTERPRISES, INC. | | | | | |
| | 69295 | 06/30/20 | 02 03 | PLANT CATION EXCHANGE MEDIA REPLACEMENT | ** COMMENT ** ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 4,694.75 * |
| | 69328 | 06/30/20 | 01 | GAS-N-WASH | 90-144-00-00-0111 | | 972.50 |
| | | | | | INVOICE TOTAL: | | 972.50 * |
| | 69329 | 06/30/20 | 01 | GRANDE RESERVE UNITS 26 & 27 | 90-147-00-00-0111 | | 3,313.00 |
| | | | | | INVOICE TOTAL: | | 3,313.00 * |
| | | | | | CHECK TOTAL: | | 19,115.00 |
| 533082 | EEI | ENGINEERING ENTERPRISES, INC. | | | | | |
| | 69330-B | 06/30/20 | 01 | 2020 ROAD PROGRAM | 23-230-60-00-6025 | | 25,686.93 |
| | | | | | INVOICE TOTAL: | | 25,686.93 * |
| | | | | | CHECK TOTAL: | | 25,686.93 |
| 533083 | EEI | ENGINEERING ENTERPRISES, INC. | | | | | |
| | 69331 | 06/30/20 | 01 02 | RAGING WAVES PARKING LOT EXPANSION PHASE 2 | 90-117-00-00-0111 ** COMMENT ** | | 449.00 |
| | | | | | INVOICE TOTAL: | | 449.00 * |
| | 69332 | 06/30/20 | 01 | LOT 103 KENDALL MARKETPLACE | 90-153-00-00-0111 | | 518.00 |
| | | | | | INVOICE TOTAL: | | 518.00 * |
| | 69334 | 06/30/20 | 01 | MUNICIPAL ENGINEERING SERVICES | 01-640-54-00-5465 | | 1,900.00 |
| | | | | | INVOICE TOTAL: | | 1,900.00 * |
| | 69335 | 06/30/20 | 01 | KENDALL MARKETPLACE-LOT 52 | 90-154-00-00-0111 | | 4,492.25 |
| | | | | | INVOICE TOTAL: | | 4,492.25 * |
| | 69336 | 06/30/20 | 01 | POPEYES-LOT 4 MENARDS COMMONS | 90-156-00-00-0111 | | 2,627.00 |
| | | | | | INVOICE TOTAL: | | 2,627.00 * |

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
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51-510 WATER OPERATIONS
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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

INVOICES DUE ON/BEFORE 07/28/2020

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|-------------------------------|-----------|-----------------------------|-------------------|--------------|------------|
| 533083 | EEI | ENGINEERING ENTERPRISES, INC. | | | | | |
| | 69337 | 06/30/20 | 01 | 1602 N BRIDGE STREET | 90-157-00-00-0111 | | 515.50 |
| | | | | | INVOICE TOTAL: | | 515.50 * |
| | 69338 | 06/30/20 | 01 | KENDALL MARKETPLACE-LOT 104 | 90-158-00-00-0111 | | 1,062.00 |
| | | | | | INVOICE TOTAL: | | 1,062.00 * |
| | 69339 | 06/30/20 | 01 | DCEO GRANT APPLICATIONS | 01-640-54-00-5465 | | 1,666.50 |
| | | | | | INVOICE TOTAL: | | 1,666.50 * |
| | 69340 | 06/30/20 | 01 | GRANDE RESERVE UNIT 8-ENG | 01-640-54-00-5465 | | 300.00 |
| | | | 02 | INSPECTIONS | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 300.00 * |
| | 69341 | 06/30/20 | 01 | CALEDONIA PHASE 1-ENG | 01-640-54-00-5465 | | 400.00 |
| | | | 02 | INSPECTIONS | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 400.00 * |
| | 69342 | 06/30/20 | 01 | KENDALL MARKETPLACE-ENG | 01-640-54-00-5465 | | 300.00 |
| | | | 02 | INSPECTIONS | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 300.00 * |
| | 69343 | 06/30/20 | 01 | PRESTWICK-ENG INSPECTIONS | 01-640-54-00-5465 | | 100.00 |
| | | | | | INVOICE TOTAL: | | 100.00 * |
| | 69344 | 06/30/20 | 01 | RAINTREE VILLAGE UNIT 4-ENG | 01-640-54-00-5465 | | 500.00 |
| | | | 02 | INSPECTIONS | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 500.00 * |
| | 69345 | 06/30/20 | 01 | WHITE OAK ESTATES-ENG | 01-640-54-00-5465 | | 100.00 |
| | | | 02 | INSPECTIONS | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 100.00 * |
| | 69346 | 06/30/20 | 01 | RAINTREE VILLAGE UNIT 5-ENG | 01-640-54-00-5465 | | 300.00 |
| | | | 02 | INSPECTIONS | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 300.00 * |
| | | | | | CHECK TOTAL: | | 15,230.25 |

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
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25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL
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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
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| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|------------------------------|-----------|------------------------------|-------------------|--------------|------------|
| 533084 | EJEQUIP | EJ EQUIPMENT | | | | | |
| | P23948 | 07/06/20 | 01 | CABIN FILTER | 01-410-56-00-5628 | | 77.14 |
| | | | | | INVOICE TOTAL: | | 77.14 * |
| | P24023 | 07/09/20 | 01 | ENGINE SWITCHES | 01-410-56-00-5628 | | 77.75 |
| | | | | | INVOICE TOTAL: | | 77.75 * |
| | | | | | CHECK TOTAL: | | 154.89 |
| 533085 | FARMFLEE | BLAIN'S FARM & FLEET | | | | | |
| | 9132-BEHRENS | 07/05/20 | 01 | POCKET T-SHIRTS | 01-410-56-00-5600 | | 86.33 |
| | | | | | INVOICE TOTAL: | | 86.33 * |
| | | | | | CHECK TOTAL: | | 86.33 |
| 533086 | FIRSTNON | FIRST NONPROFIT UNEMPLOYMENT | | | | | |
| | 122719N-070120 | 07/01/20 | 01 | 3RD QTR 2020 UNEMPLOY INS | 01-640-52-00-5230 | | 4,269.46 |
| | | | 02 | 3RD QTR 2020 UNEMPLOY INS-PR | 01-640-52-00-5230 | | 1,081.93 |
| | | | 03 | 3RD QTR 2020 UNEMPLOY INS | 82-820-52-00-5230 | | 332.90 |
| | | | 04 | 3RD QTR 2020 UNEMPLOY INS | 51-510-52-00-5230 | | 526.82 |
| | | | 05 | 3RD QTR 2020 UNEMPLOY INS | 52-520-52-00-5230 | | 277.14 |
| | | | | | INVOICE TOTAL: | | 6,488.25 * |
| | | | | | CHECK TOTAL: | | 6,488.25 |
| 533087 | FLATSOS | RAQUEL HERRERA | | | | | |
| | 15404 | 06/11/20 | 01 | 1 NEW TIRE | 79-790-54-00-5495 | | 78.71 |
| | | | | | INVOICE TOTAL: | | 78.71 * |
| | | | | | CHECK TOTAL: | | 78.71 |
| 533088 | FLEX | FLEX BENEFIT SERVICE CORP. | | | | | |

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
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23-216 MUNICIPAL BUILDING
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25-205 POLICE CAPITAL
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51-510 WATER OPERATIONS
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84-840 LIBRARY CAPITAL
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89-890 DOWNTOWN TIF II
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|---------|-----------------------|----------------------------|-----------|-------------------------------|-------------------|--------------|------------|
| 533088 | FLEX | FLEX BENEFIT SERVICE CORP. | | | | | |
| | 142490 | 07/11/20 | 01 | JUN 2020 COBRA | 01-110-54-00-5462 | | 50.00 |
| | | | | | INVOICE TOTAL: | | 50.00 * |
| | 332784369087 | 06/06/20 | 01 | JUN 2020 HRA ADMIN FEES | 01-110-52-00-5216 | | 15.00 |
| | | | 02 | JUN 2020 HRA ADMIN FEES | 01-120-52-00-5216 | | 10.00 |
| | | | 03 | JUN 2020 HRA ADMIN FEES | 01-210-52-00-5216 | | 105.00 |
| | | | 04 | JUN 2020 HRA ADMIN FEES | 01-220-52-00-5216 | | 20.00 |
| | | | 05 | JUN 2020 HRA ADMIN FEES | 01-410-52-00-5216 | | 6.67 |
| | | | 06 | JUN 2020 HRA ADMIN FEES | 79-790-52-00-5216 | | 27.50 |
| | | | 07 | JUN 2020 HRA ADMIN FEES | 79-795-52-00-5216 | | 22.50 |
| | | | 08 | JUN 2020 HRA ADMIN FEES | 51-510-52-00-5216 | | 16.67 |
| | | | 09 | JUN 2020 HRA ADMIN FEES | 52-520-52-00-5216 | | 11.66 |
| | | | 10 | JUN 2020 HRA ADMIN FEES | 01-640-52-00-5240 | | 35.00 |
| | | | 11 | JUN 2020 HRA ADMIN FEES | 82-820-52-00-5216 | | 20.00 |
| | | | 12 | JUN 2020 FSA ADMIN FEES | 01-110-52-00-5216 | | 8.00 |
| | | | 13 | JUN 2020 FSA ADMIN FEES | 01-120-52-00-5216 | | 4.00 |
| | | | 14 | JUN 2020 FSA ADMIN FEES | 01-210-52-00-5216 | | 24.00 |
| | | | 15 | JUN 2020 FSA ADMIN FEES | 01-220-52-00-5216 | | 4.00 |
| | | | 16 | JUN 2020 FSA ADMIN FEES | 01-410-52-00-5216 | | 8.00 |
| | | | 17 | JUN 2020 FSA ADMIN FEES | 51-510-52-00-5216 | | 8.00 |
| | | | | | INVOICE TOTAL: | | 346.00 * |
| | | | | | CHECK TOTAL: | | 396.00 |
| 533089 | FULTON | J & D INGENUITIES, LLC | | | | | |
| | 1778 | 07/01/20 | 01 | ANNUAL RENEWAL FOR MONITORING | 01-210-54-00-5462 | | 456.95 |
| | | | 02 | OUTDOOR SIREN SYSTEM | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 456.95 * |
| | | | | | CHECK TOTAL: | | 456.95 |
| 533090 | GARDKOCH | GARDINER KOCH & WEISBERG | | | | | |
| | H-2364C-148199 | 07/02/20 | 01 | KIMBALL HILL I MATTERS | 01-640-54-00-5461 | | 6,757.50 |
| | | | | | INVOICE TOTAL: | | 6,757.50 * |

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
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79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

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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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|---------|-----------------------|--------------------------|-----------|-----------------------------|-------------------|--------------|------------|
| 533090 | GARDKOCH | GARDINER KOCH & WEISBERG | | | | | |
| | H-3181C-148197 | 07/02/20 | 01 | MISC CITY LEGAL MATTERS | 01-640-54-00-5461 | | 1,056.00 |
| | | | | | INVOICE TOTAL: | | 1,056.00 * |
| | H-3586C-148200 | 07/02/20 | 01 | NICHOLSON MATTERS | 01-640-54-00-5461 | | 484.00 |
| | | | | | INVOICE TOTAL: | | 484.00 * |
| | H-3995C-148201 | 07/02/20 | 01 | YMCA MATTERS | 01-640-54-00-5461 | | 594.00 |
| | | | | | INVOICE TOTAL: | | 594.00 * |
| | H-4412C-148198 | 07/02/20 | 01 | GREEN ORGANICS MATTERS | 01-640-54-00-5461 | | 1,672.00 |
| | | | | | INVOICE TOTAL: | | 1,672.00 * |
| | | | | CHECK TOTAL: | | | 10,563.50 |
| 533091 | GOLINSKS | SAM GOLINSKI | | | | | |
| | JUNE 29-JULY 11 | 07/13/20 | 01 | UMPIRE | 79-795-54-00-5462 | | 55.00 |
| | | | | | INVOICE TOTAL: | | 55.00 * |
| | | | | CHECK TOTAL: | | | 55.00 |
| 533092 | GSLSPORT | BIG DAWG ATHLETICS LLC | | | | | |
| | 8-070620 | 07/06/20 | 01 | MENS SUMMER SOFTBALL LEAGUE | 79-795-56-00-5606 | | 180.00 |
| | | | | | INVOICE TOTAL: | | 180.00 * |
| | | | | CHECK TOTAL: | | | 180.00 |
| 533093 | HARRIS | HARRIS COMPUTER SYSTEMS | | | | | |
| | XT00007212 | 05/31/20 | 01 | MYGOVHUB FEES - MAY 2020 | 01-120-54-00-5462 | | 197.12 |
| | | | 02 | MYGOVHUB FEES - MAY 2020 | 51-510-54-00-5462 | | 295.68 |
| | | | 03 | MYGOVHUB FEES - MAY 2020 | 52-520-54-00-5462 | | 86.96 |
| | | | | | INVOICE TOTAL: | | 579.76 * |

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
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|---------|-----------------------|-------------------------|-----------|--------------------------------|-------------------|--------------|----------|
| 533093 | HARRIS | HARRIS COMPUTER SYSTEMS | | | | | |
| | XT00007243 | 06/29/20 | 01 | MYGOVHUB FEES - JUNE 2020 | 01-120-54-00-5462 | | 83.62 |
| | | | 02 | MYGOVHUB FEES - JUNE 2020 | 51-510-54-00-5462 | | 125.43 |
| | | | 03 | MYGOVHUB FEES - JUNE 2020 | 52-520-54-00-5462 | | 36.90 |
| | | | | INVOICE TOTAL: | | | 245.95 * |
| | | | | CHECK TOTAL: | | | 825.71 |
| 533094 | HAWKINS | HAWKINS INC | | | | | |
| | 4737957 | 06/19/20 | 01 | CHLORINE | 51-510-56-00-5638 | | 922.00 |
| | | | | INVOICE TOTAL: | | | 922.00 * |
| | 4742400 | 06/26/20 | 01 | O-RINGS, SEALS, ROTATING ASS'Y | 51-510-56-00-5638 | | 403.50 |
| | | | | INVOICE TOTAL: | | | 403.50 * |
| | | | | CHECK TOTAL: | | | 1,325.50 |
| 533095 | HERIAUDE | ELIZABETH J HERIAUD | | | | | |
| | 515-0623-20 | 06/23/20 | 01 | YOGA CLASS INSTRUCTION | 79-795-54-00-5462 | | 100.00 |
| | | | | INVOICE TOTAL: | | | 100.00 * |
| | | | | CHECK TOTAL: | | | 100.00 |
| 533096 | HETTINGA | ANDREW HETTINGER | | | | | |
| | JUNE 29-JULY 11 | 07/13/20 | 01 | UMPIRE | 79-795-54-00-5462 | | 120.00 |
| | | | | INVOICE TOTAL: | | | 120.00 * |
| | | | | CHECK TOTAL: | | | 120.00 |
| 533097 | HUNTERJ | JOHN HUNTER | | | | | |
| | 062520-RFND | 06/25/20 | 01 | REFUND OVERPAYMENT ON FINAL | 01-000-13-00-1371 | | 223.48 |

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
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|---------|-----------------------|--------------------------------|-----------|-----------------------------|-------------------|--------------|------------|
| 533097 | HUNTERJ | JOHN HUNTER | | | | | |
| | 062520-RFND | 06/25/20 | 02 | BILL FOR ACCT#0107408840-01 | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 223.48 * |
| | | | | | CHECK TOTAL: | | 223.48 |
| 533098 | ILEPA | ILLINOIS EPS (NPDES) | | | | | |
| | ILR400554-06620 | 06/26/20 | 01 | FY 2021 STORMWATER BILLING | 23-230-54-00-5462 | | 1,000.00 |
| | | | | | INVOICE TOTAL: | | 1,000.00 * |
| | | | | | CHECK TOTAL: | | 1,000.00 |
| 533099 | ILTRUCK | ILLINOIS TRUCK MAINTENANCE, IN | | | | | |
| | 028986 | 06/29/20 | 01 | REPLACE STEER AXEL BRAKE | 01-410-54-00-5490 | | 505.82 |
| | | | 02 | CHAMBER | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 505.82 * |
| | 028989 | 06/29/20 | 01 | REPLACE NOX SENSORS | 01-410-54-00-5490 | | 3,046.66 |
| | | | | | INVOICE TOTAL: | | 3,046.66 * |
| | | | | | CHECK TOTAL: | | 3,552.48 |
| 533100 | IMPACT | IMPACT NETWORKING, LLC | | | | | |
| | 1823808 | 06/26/20 | 01 | 5/29-6/28 COPY CHARGES | 01-110-54-00-5430 | | 83.19 |
| | | | 02 | 5/29-6/28 COPY CHARGES | 01-120-54-00-5430 | | 27.73 |
| | | | 03 | 5/29-6/28 COPY CHARGES | 01-220-54-00-5430 | | 56.73 |
| | | | 04 | 5/29-6/28 COPY CHARGES | 01-210-54-00-5430 | | 69.37 |
| | | | 05 | 5/29-6/28 COPY CHARGES | 01-410-54-00-5462 | | 3.29 |
| | | | 06 | 5/29-6/28 COPY CHARGES | 79-790-54-00-5462 | | 105.80 |
| | | | 07 | 5/29-6/28 COPY CHARGES | 79-795-54-00-5462 | | 105.80 |
| | | | 08 | 5/29-6/28 COPY CHARGES | 51-510-54-00-5430 | | 3.30 |
| | | | 09 | 5/29-6/28 COPY CHARGES | 52-520-54-00-5430 | | 3.29 |
| | | | | | INVOICE TOTAL: | | 458.50 * |
| | | | | | CHECK TOTAL: | | 458.50 |

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| 533101 | IMPERINV | IMPERIAL INVESTMENTS | | | | | |
| | MAY 2020-REBATE | 07/10/20 | 01 | MAY 2020 BUSINESS DIST REBATE | 01-000-24-00-2488 | | 3,707.81 |
| | | | | | INVOICE TOTAL: | | 3,707.81 * |
| | | | | | CHECK TOTAL: | | 3,707.81 |
| 533102 | ITRON | ITRON | | | | | |
| | 558861 | 06/11/20 | 01 | JULY 2020 HOSTING SERVICES | 51-510-54-00-5462 | | 624.39 |
| | | | | | INVOICE TOTAL: | | 624.39 * |
| | 561677 | 07/12/20 | 01 | AUG 2020 HOSTING SERVICES | 51-510-54-00-5462 | | 624.39 |
| | | | | | INVOICE TOTAL: | | 624.39 * |
| | | | | | CHECK TOTAL: | | 1,248.78 |
| 533103 | JIMSTRCK | JIM'S TRUCK INSPECTION LLC | | | | | |
| | 182095 | 06/11/20 | 01 | TRUCK INSPECTION | 01-410-54-00-5490 | | 56.00 |
| | | | | | INVOICE TOTAL: | | 56.00 * |
| | 182303 | 06/26/20 | 01 | TRUCK INSPECTION | 52-520-54-00-5490 | | 56.00 |
| | | | | | INVOICE TOTAL: | | 56.00 * |
| | 182304 | 06/26/20 | 01 | TRUCK INSPECTION | 52-520-54-00-5490 | | 35.00 |
| | | | | | INVOICE TOTAL: | | 35.00 * |
| | | | | | CHECK TOTAL: | | 147.00 |
| 533104 | KENDCROS | KENDALL CROSSING, LLC | | | | | |
| | MAY 2020-REBATE | 07/10/20 | 01 | MAY 2020 BUSINESS DIST REBATE | 01-000-24-00-2487 | | 654.74 |
| | | | | | INVOICE TOTAL: | | 654.74 * |
| | | | | | CHECK TOTAL: | | 654.74 |

01-110 ADMINISTRATION
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| 533105 | KINDJAM | CYNTHIA ROCHELLE HUERTER | | | | | |
| | KL1110 | 06/29/20 | 01 | JUNE 2020 VIRTUAL KINDERJAM | 79-795-54-00-5462 | | 48.00 |
| | | | 02 | CLASSES | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 48.00 * |
| | | | | | CHECK TOTAL: | | 48.00 |
| 533106 | LANEMUCH | LANER, MUCHIN, LTD | | | | | |
| | 587480 | 06/01/20 | 01 | MAY 2020 GENERAL COUNSELING | 01-640-54-00-5463 | | 1,395.00 |
| | | | | | INVOICE TOTAL: | | 1,395.00 * |
| | | | | | CHECK TOTAL: | | 1,395.00 |
| 533107 | LAPINSKA | ANDREW LAPINSKAS | | | | | |
| | JUNE 29-JULY 11 | 07/16/20 | 01 | UMPIRE | 79-795-54-00-5462 | | 25.00 |
| | | | | | INVOICE TOTAL: | | 25.00 * |
| | | | | | CHECK TOTAL: | | 25.00 |
| 533108 | LEONM | MIKE LEON | | | | | |
| | JUNE 29-JULY 11 | 07/16/20 | 01 | UMPIRE | 79-795-54-00-5462 | | 100.00 |
| | | | | | INVOICE TOTAL: | | 100.00 * |
| | | | | | CHECK TOTAL: | | 100.00 |
| 533109 | LOHERG | GAVIN LOHER | | | | | |
| | JUNE 29-JULY 11 | 07/16/20 | 01 | UMPIRE | 79-795-54-00-5462 | | 20.00 |
| | | | | | INVOICE TOTAL: | | 20.00 * |
| | | | | | CHECK TOTAL: | | 20.00 |
| 533110 | MENLAND | MENARDS - YORKVILLE | | | | | |

01-110 ADMINISTRATION
01-120 FINANCE
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| 533110 | MENLAND | MENARDS - YORKVILLE | | | | | |
| | 85992 | 06/08/20 | 01 | MARKING PAINT | 79-790-56-00-5640 | | 97.96 |
| | | | | | INVOICE TOTAL: | | 97.96 * |
| | 86068 | 06/09/20 | 01 | D-GERM | 79-795-56-00-5606 | COVID-19 | 349.50 |
| | | | | | INVOICE TOTAL: | | 349.50 * |
| | 86190 | 06/10/20 | 01 | SANITIZER, ANTIBACTERIAL WIPES | 79-795-56-00-5606 | COVID-19 | 39.26 |
| | | | | | INVOICE TOTAL: | | 39.26 * |
| | 86277 | 06/11/20 | 01 | CONCRETE FORMING | 79-790-56-00-5640 | | 33.60 |
| | | | | | INVOICE TOTAL: | | 33.60 * |
| | 86436 | 06/12/20 | 01 | MARKING PAINT, VESTS | 79-795-56-00-5606 | | 29.86 |
| | | | | | INVOICE TOTAL: | | 29.86 * |
| | 86952 | 06/18/20 | 01 | REPELLENT, BUG SPRAY, GARBAGE | 52-520-56-00-5613 | | 58.72 |
| | | | 02 | BAGS | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 58.72 * |
| | 86956 | 06/18/20 | 01 | NIPPLES, REDUCER, TACKY GREASE | 79-790-56-00-5640 | | 61.15 |
| | | | | | INVOICE TOTAL: | | 61.15 * |
| | 86983 | 06/18/20 | 01 | D-GERM | 79-795-56-00-5606 | COVID-19 | 55.92 |
| | | | | | INVOICE TOTAL: | | 55.92 * |
| | 87036 | 06/19/20 | 01 | HEX KEY SET | 01-410-56-00-5630 | | 8.98 |
| | | | | | INVOICE TOTAL: | | 8.98 * |
| | 87065 | 06/19/20 | 01 | MEGA NOODLES | 52-520-56-00-5620 | | 2.99 |
| | | | | | INVOICE TOTAL: | | 2.99 * |
| | 87365-20 | 06/22/20 | 01 | TOILET REPAIR KIT | 23-216-56-00-5656 | | 19.97 |
| | | | | | INVOICE TOTAL: | | 19.97 * |
| | 87458-20 | 06/23/20 | 01 | HEX BOLTS, APOLLO PLASTICS | 52-520-56-00-5620 | | 4.64 |
| | | | | | INVOICE TOTAL: | | 4.64 * |

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| 533110 | MENLAND | MENARDS - YORKVILLE | | | | | |
| | 87688 | 06/25/20 | 01 | CUTTING WHEEL, WASHERS, HEX | 52-520-56-00-5620 | | 151.30 |
| | | | 02 | BOLTS, BLADES, TACKY GREASE, | ** COMMENT ** | | |
| | | | 03 | U-BOLT PLATES | ** COMMENT ** | | |
| | | | | INVOICE TOTAL: | | | 151.30 * |
| | 87739-20 | 06/26/20 | 01 | HAND SOAP | 51-510-56-00-5638 | | 11.82 |
| | | | | INVOICE TOTAL: | | | 11.82 * |
| | 88096 | 06/30/20 | 01 | GARBAGE BAGS | 51-510-56-00-5640 | | 11.99 |
| | | | | INVOICE TOTAL: | | | 11.99 * |
| | 88212 | 07/01/20 | 01 | GFCI | 51-510-56-00-5638 | | 63.52 |
| | | | | INVOICE TOTAL: | | | 63.52 * |
| | 88287 | 07/02/20 | 01 | PAINT CUP, BRUSHES, RAGS, | 51-510-56-00-5640 | | 112.40 |
| | | | 02 | PAINT, MINERAL SPIRITS | ** COMMENT ** | | |
| | | | | INVOICE TOTAL: | | | 112.40 * |
| | 88314 | 07/02/20 | 01 | FISH TAPE | 51-510-56-00-5630 | | 79.99 |
| | | | | INVOICE TOTAL: | | | 79.99 * |
| | | | | CHECK TOTAL: | | | 1,193.57 |
| 533111 | METIND | METROPOLITAN INDUSTRIES, INC. | | | | | |
| | INV018538 | 06/30/20 | 01 | BLACKBERRY LIFT STATION | 52-520-54-00-5444 | | 44,103.00 |
| | | | 02 | UPGRADES | ** COMMENT ** | | |
| | | | | INVOICE TOTAL: | | | 44,103.00 * |
| | | | | CHECK TOTAL: | | | 44,103.00 |
| 533112 | MIDAM | MID AMERICAN WATER | | | | | |
| | 176019A | 06/22/20 | 01 | PIPE, COUPLING | 01-410-56-00-5640 | | 1,530.00 |
| | | | | INVOICE TOTAL: | | | 1,530.00 * |
| | | | | CHECK TOTAL: | | | 1,530.00 |

01-110 ADMINISTRATION
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|---------|-----------------------|--------------------------------|-----------|-----------------------|-------------------|--------------|------------|
| 533113 | MIDWSALT | MIDWEST SALT | | | | | |
| | P452148 | 06/23/20 | 01 | BULK ROCK SALT | 51-510-56-00-5638 | | 2,429.98 |
| | | | | | INVOICE TOTAL: | | 2,429.98 * |
| | P452169 | 06/24/20 | 01 | BULK ROCK SALT | 51-510-56-00-5638 | | 2,744.14 |
| | | | | | INVOICE TOTAL: | | 2,744.14 * |
| | P452209 | 06/29/20 | 01 | BULK ROCK SALT | 51-510-56-00-5638 | | 2,750.09 |
| | | | | | INVOICE TOTAL: | | 2,750.09 * |
| | P452306 | 07/08/20 | 01 | BULK ROCK SALT | 51-510-56-00-5638 | | 2,792.93 |
| | | | | | INVOICE TOTAL: | | 2,792.93 * |
| | P452319 | 07/09/20 | 01 | BULK ROCK SALT | 51-510-56-00-5638 | | 2,833.39 |
| | | | | | INVOICE TOTAL: | | 2,833.39 * |
| | | | | | CHECK TOTAL: | | 13,550.53 |
| 533114 | MMDSALES | MUNICIPAL MARKING DISTRIBUTORS | | | | | |
| | 53185 | 06/25/20 | 01 | MARKING PAINT & FLAGS | 51-510-56-00-5665 | | 421.34 |
| | | | 02 | MARKING PAINT & FLAGS | 52-520-56-00-5665 | | 421.33 |
| | | | 03 | MARKING PAINT & FLAGS | 01-410-56-00-5665 | | 421.33 |
| | | | | | INVOICE TOTAL: | | 1,264.00 * |
| | | | | | CHECK TOTAL: | | 1,264.00 |
| 533115 | MODAFFJ | JACK MODAFF | | | | | |
| | JUNE 29-JULY 11 | 07/13/20 | 01 | UMPIRE | 79-795-54-00-5462 | | 60.00 |
| | | | | | INVOICE TOTAL: | | 60.00 * |
| | | | | | CHECK TOTAL: | | 60.00 |
| 533116 | NICOR | NICOR GAS | | | | | |

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

INVOICES DUE ON/BEFORE 07/28/2020

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|-----------------------------|-----------|--------------------------------|-----------------------|--------------|------------|
| 533116 | NICOR | NICOR GAS | | | | | |
| | 00-41-22-8748 | 4-0620 | 07/02/20 | 01 06/01-07/02 1107 PRAIRIE LN | 01-110-54-00-5480 | | 39.71 |
| | | | | | INVOICE TOTAL: | | 39.71 * |
| | 15-64-61-3532 | 5-0620 | 07/02/20 | 01 06/01-07/02 991 CANNONBALL | 01-110-54-00-5480 | | 42.05 |
| | | | | | INVOICE TOTAL: | | 42.05 * |
| | 20-52-56-2042 | 1-0620 | 06/30/20 | 01 05/30-06/29 420 FAIRHAVEN | 01-110-54-00-5480 | | 122.24 |
| | | | | | INVOICE TOTAL: | | 122.24 * |
| | | | | | CHECK TOTAL: | | 204.00 |
| D001722 | ORRK | KATHLEEN FIELD ORR & ASSOC. | | | | | |
| | 16238 | | 07/05/20 | 01 MISC CITY LEGAL MATTERS | 01-640-54-00-5456 | | 5,030.00 |
| | | | | 02 DOWNTOWN TIF II MATTERS | 89-890-54-00-5466 | | 300.00 |
| | | | | 03 KENDALL MARKETPLACE MATTERS | 01-640-54-00-5456 | | 360.00 |
| | | | | 04 MEETINGS | 01-640-54-00-5456 | | 1,000.00 |
| | | | | | INVOICE TOTAL: | | 6,690.00 * |
| | | | | | DIRECT DEPOSIT TOTAL: | | 6,690.00 |
| 533117 | PARADISE | PARADISE CAR WASH | | | | | |
| | 224138 | | 07/03/20 | 01 MAY 2020 CAR WASHES | 01-210-54-00-5495 | | 120.00 |
| | | | | | INVOICE TOTAL: | | 120.00 * |
| | | | | | CHECK TOTAL: | | 120.00 |
| 533118 | PULTE | PULTE HOMES | | | | | |
| | 1447 CRIMSON | | 07/09/20 | 01 SURETY GUARANTEE REFUND | 01-000-24-00-2415 | | 7,500.00 |
| | | | | | INVOICE TOTAL: | | 7,500.00 * |
| | 1449 CRIMSON | | 07/09/20 | 01 SURETY GUARANTEE REFUND | 01-000-24-00-2415 | | 7,500.00 |
| | | | | | INVOICE TOTAL: | | 7,500.00 * |

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

INVOICES DUE ON/BEFORE 07/28/2020

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|-----------------|-----------|---------------------------|-------------------|--------------|------------|
| 533118 | PULTE | PULTE HOMES | | | | | |
| | 1451 CRIMSON | 07/09/20 | 01 | SURETY GUARANTEE REFUND | 01-000-24-00-2415 | | 7,500.00 |
| | | | | | INVOICE TOTAL: | | 7,500.00 * |
| | 1453 CRIMSON | 07/09/20 | 01 | SURETY GUARANTEE REFUND | 01-000-24-00-2415 | | 7,500.00 |
| | | | | | INVOICE TOTAL: | | 7,500.00 * |
| | 1455 CRIMSON | 07/09/20 | 01 | SURETY GUARANTEE REFUND | 01-000-24-00-2415 | | 7,500.00 |
| | | | | | INVOICE TOTAL: | | 7,500.00 * |
| | 1488 ORCHID | 07/09/20 | 01 | SURETY GUARANTEE REFUND | 01-000-24-00-2415 | | 7,500.00 |
| | | | | | INVOICE TOTAL: | | 7,500.00 * |
| | 1492 ORCHID | 07/09/20 | 01 | SURETY GUARANTEE REFUND | 01-000-24-00-2415 | | 7,500.00 |
| | | | | | INVOICE TOTAL: | | 7,500.00 * |
| | 1494 ORCHID | 07/09/20 | 01 | SURETY GUARANTEE REFUND | 01-000-24-00-2415 | | 7,500.00 |
| | | | | | INVOICE TOTAL: | | 7,500.00 * |
| | 1496 ORCHID | 07/09/20 | 01 | SURETY GUARANTEE REFUND | 01-000-24-00-2415 | | 7,500.00 |
| | | | | | INVOICE TOTAL: | | 7,500.00 * |
| | 1498 ORCHID | 07/09/20 | 01 | SURETY GUARANTEE REFUND | 01-000-24-00-2415 | | 7,500.00 |
| | | | | | INVOICE TOTAL: | | 7,500.00 * |
| | | | | | CHECK TOTAL: | | 75,000.00 |
| 533119 | R0001975 | RYAN HOMES | | | | | |
| | 2781 GAINS CT | 06/29/20 | 01 | SECURITY GUARANTEE REFUND | 01-000-24-00-2415 | | 5,000.00 |
| | | | | | INVOICE TOTAL: | | 5,000.00 * |
| | 2789 GAINS CT | 06/29/20 | 01 | SECURITY GUARANTEE REFUND | 01-000-24-00-2415 | | 5,000.00 |
| | | | | | INVOICE TOTAL: | | 5,000.00 * |
| | 3101 LAUREN | 07/16/20 | 01 | SECURITY GUARANTEE REFUND | 01-000-24-00-2415 | | 7,500.00 |
| | | | | | INVOICE TOTAL: | | 7,500.00 * |

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
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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

INVOICES DUE ON/BEFORE 07/28/2020

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|-------------------|-----------|-----------------------------|-------------------|--------------|------------|
| 533119 | R0001975 | RYAN HOMES | | | | | |
| | 3151 LAUREN | 06/29/20 | 01 | SECURITY GUARANTEE REFUND | 01-000-24-00-2415 | | 5,000.00 |
| | | | | | INVOICE TOTAL: | | 5,000.00 * |
| | 3252 LAUREN | 06/29/20 | 01 | SECURITY GUARANTEE REFUND | 01-000-24-00-2415 | | 5,000.00 |
| | | | | | INVOICE TOTAL: | | 5,000.00 * |
| | 3267 BOOMBAH | 06/29/20 | 01 | SECURITY GUARANTEE REFUND | 01-000-24-00-2415 | | 5,000.00 |
| | | | | | INVOICE TOTAL: | | 5,000.00 * |
| | 3301 LAUREN | 07/16/20 | 01 | SECURITY GUARANTEE REFUND | 01-000-24-00-2415 | | 5,000.00 |
| | | | | | INVOICE TOTAL: | | 5,000.00 * |
| | 345 SHADOW WOOD | 06/29/20 | 01 | SECURITY GUARANTEE REFUND | 01-000-24-00-2415 | | 5,000.00 |
| | | | | | INVOICE TOTAL: | | 5,000.00 * |
| | 4268 E MILLBROOK | 06/29/20 | 01 | SECURITY GUARANTEE REFUND | 01-000-24-00-2415 | | 5,000.00 |
| | | | | | INVOICE TOTAL: | | 5,000.00 * |
| | | | | | CHECK TOTAL: | | 47,500.00 |
| 533120 | R0002380 | K HOVNANIAN HOMES | | | | | |
| | 1647 SHETLAND | 07/13/20 | 01 | SECURITY GUARANTEE REFUND | 01-000-24-00-2415 | | 5,000.00 |
| | | | | | INVOICE TOTAL: | | 5,000.00 * |
| | | | | | CHECK TOTAL: | | 5,000.00 |
| 533121 | R0002382 | ELIZABETH BECK | | | | | |
| | 062420-REFND | 06/24/20 | 01 | REFUND OVERPAYMENT ON FINAL | 01-000-13-00-1371 | | 281.88 |
| | | | 02 | BILL FOR ACCT#0300504060-06 | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 281.88 * |
| | | | | | CHECK TOTAL: | | 281.88 |

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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12-112 SUNFLOWER ESTATES
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

DATE: 07/20/20
TIME: 10:15:23
ID: AP211001.WOW

UNITED CITY OF YORKVILLE
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INVOICES DUE ON/BEFORE 07/28/2020

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|---------------------|-----------|-------------------------------|----------------------------|--------------|------------|
| 533122 | R0002383 | ANGELA MURRAY | | | | | |
| | LOT 103 KMP | 07/15/20 | 01 | REFUND CONSTRUCTION GUARANTEE | 90-153-00-00-1111 | | 5,000.00 |
| | | | 02 | REFUND CONSTRUCTION GUARANTEE | 01-000-42-00-4210 | | 171.71 |
| | | | | | INVOICE TOTAL: | | 5,171.71 * |
| | | | | | CHECK TOTAL: | | 5,171.71 |
| 533123 | R0002384 | RON COX | | | | | |
| | 070120 | 07/01/20 | 01 | REFUND OVERPAYMENT ON UTILITY | 01-000-13-00-1371 | | 157.36 |
| | | | 02 | ACC#0103050500-17 | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 157.36 * |
| | | | | | CHECK TOTAL: | | 157.36 |
| 533124 | R002385 | MATT MICHAELS | | | | | |
| | 180163 | 07/07/20 | 01 | TOURNALMENT FEE REFUND | 79-000-44-00-4404 COVID-19 | | 400.00 |
| | | | | | INVOICE TOTAL: | | 400.00 * |
| | | | | | CHECK TOTAL: | | 400.00 |
| 533125 | RAGIWAVE | RAGING WAVES | | | | | |
| | 070820-DRIVE IN | 07/08/20 | 01 | RAGING WAVES DRIVE-IN MOVIE | 79-795-56-00-5606 | | 966.00 |
| | | | 02 | SPLIT | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 966.00 * |
| | | | | | CHECK TOTAL: | | 966.00 |
| 533126 | RIETZR | ROBERT L. RIETZ JR. | | | | | |
| | JUNE 29-JULY 11 | 07/13/20 | 01 | UMPIRE | 79-795-54-00-5462 | | 295.00 |
| | | | | | INVOICE TOTAL: | | 295.00 * |
| | | | | | CHECK TOTAL: | | 295.00 |

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
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11-111 FOX HILL SSA
12-112 SUNFLOWER ESTATES
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23-216 MUNICIPAL BUILDING
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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 DUE ON/BEFORE 07/28/2020

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|------------------------------|-----------|----------------------------|-------------------|--------------|------------|
| 533127 | RJKUHN | R.J. KUHN INC. | | | | | |
| | 0000035265 | 06/05/20 | 01 | SUPPLIED AND INSTALLED NEW | 79-790-54-00-5495 | | 1,504.00 |
| | | | 02 | PRZ-2" WILKINS AT | ** COMMENT ** | | |
| | | | 03 | REIMENSCHNEIDER PARK | ** COMMENT ** | | |
| | | | | INVOICE TOTAL: | | | 1,504.00 * |
| | | | | CHECK TOTAL: | | | 1,504.00 |
| 533128 | SERIOK | KEVIN SERIO JR | | | | | |
| | JUNE 29-JULY 11 | 07/13/20 | 01 | UMPIRE | 79-795-54-00-5462 | | 35.00 |
| | | | | INVOICE TOTAL: | | | 35.00 * |
| | | | | CHECK TOTAL: | | | 35.00 |
| 533129 | STRIKEZ | ZANE STRIKE | | | | | |
| | JUNE 29-JULY 11 | 07/13/20 | 01 | UMPIRE | 79-795-54-00-5462 | | 20.00 |
| | | | | INVOICE TOTAL: | | | 20.00 * |
| | | | | CHECK TOTAL: | | | 20.00 |
| 533130 | SUBURLAB | SUBURBAN LABORATORIES INC. | | | | | |
| | 177546 | 06/29/20 | 01 | FLOURIDE & COLIFORM | 51-510-54-00-5429 | | 392.00 |
| | | | | INVOICE TOTAL: | | | 392.00 * |
| | 178015 | 07/08/20 | 01 | COLIFORM | 51-510-54-00-5429 | | 26.00 |
| | | | | INVOICE TOTAL: | | | 26.00 * |
| | | | | CHECK TOTAL: | | | 418.00 |
| 533131 | TRCONTPR | TRAFFIC CONTROL & PROTECTION | | | | | |
| | 104331 | 06/18/20 | 01 | STREET SIGNS | 01-410-56-00-5619 | | 1,503.20 |
| | | | | INVOICE TOTAL: | | | 1,503.20 * |
| | | | | CHECK TOTAL: | | | 1,503.20 |

01-110 ADMINISTRATION
01-120 FINANCE
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12-112 SUNFLOWER ESTATES
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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

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
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INVOICES DUE ON/BEFORE 07/28/2020

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|------------------------|-----------|--------------------------------|-------------------|--------------|----------|
| 533132 | TRICO | TRICO MECHANICAL , INC | | | | | |
| | 5409 | 06/30/20 | 01 | BEECHER CENTER AC REPAIR | 23-216-54-00-5446 | | 666.00 |
| | | | | | INVOICE TOTAL: | | 666.00 * |
| | 5410 | 06/17/20 | 01 | CITY HALL AC REPAIR | 23-216-54-00-5446 | | 821.29 |
| | | | | | INVOICE TOTAL: | | 821.29 * |
| | 5414 | 06/30/20 | 01 | BEECHER CENTER AC REPAIR | 23-216-54-00-5446 | | 911.00 |
| | | | | | INVOICE TOTAL: | | 911.00 * |
| | | | | | CHECK TOTAL: | | 2,398.29 |
| 533133 | TURFTEAM | THE TURF TEAM, INC. | | | | | |
| | 156666 | 06/12/20 | 01 | MOWER REPAIR | 01-410-54-00-5490 | | 602.49 |
| | | | | | INVOICE TOTAL: | | 602.49 * |
| | 156674 | 06/12/20 | 01 | RENTAL OF 2 MOWERS | 01-410-54-00-5485 | | 250.00 |
| | | | | | INVOICE TOTAL: | | 250.00 * |
| | 157844 | 06/29/20 | 01 | BEARING SLEEVE, BUSHING, WHEEL | 01-410-56-00-5628 | | 927.43 |
| | | | 02 | HUB, HYD MOTOR | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 927.43 * |
| | | | | | CHECK TOTAL: | | 1,779.92 |
| 533134 | VAUGHNJ | JAEDON VAUGHN | | | | | |
| | JUNE 29-JULY 11 | 07/13/20 | 01 | UMPIRE | 79-795-54-00-5462 | | 20.00 |
| | | | | | INVOICE TOTAL: | | 20.00 * |
| | | | | | CHECK TOTAL: | | 20.00 |
| 533135 | WALDENS | WALDEN'S LOCK SERVICE | | | | | |
| | 21152 | 06/11/20 | 01 | REPAIR TO BASEMENT ENTRY DOOR | 23-216-54-00-5446 | | 1,025.00 |

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
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11-111 FOX HILL SSA
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72-720 LAND CASH
79-790 PARKS DEPARTMENT
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| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|--------------------------------|-----------|----------------------------|-------------------|--------------|------------|
| 533135 | WALDENS | WALDEN'S LOCK SERVICE | | | | | |
| | 21152 | 06/11/20 | 02 | AT CITY HALL | ** COMMENT ** | | |
| | | | | | INVOICE TOTAL: | | 1,025.00 * |
| | | | | | CHECK TOTAL: | | 1,025.00 |
| 533136 | WATERSER | WATER SERVICES CO. | | | | | |
| | 30758 | 05/15/20 | 01 | TEST & CERTIFY RPZ | 51-510-54-00-5445 | | 1,350.00 |
| | | | | | INVOICE TOTAL: | | 1,350.00 * |
| | 30857 | 06/05/20 | 01 | FEBCO COMPLETE REBUILD KIT | 51-510-54-00-5445 | | 1,037.12 |
| | | | | | INVOICE TOTAL: | | 1,037.12 * |
| | | | | | CHECK TOTAL: | | 2,387.12 |
| 533137 | WATERSYS | WATER SOLUTIONS UNLIMITED, INC | | | | | |
| | 36972 | 06/30/20 | 01 | CHEMICALS | 51-510-56-00-5638 | | 3,566.83 |
| | | | | | INVOICE TOTAL: | | 3,566.83 * |
| | | | | | CHECK TOTAL: | | 3,566.83 |
| 533138 | WELDSTAR | WELDSTAR | | | | | |
| | 01870841 | 06/24/20 | 01 | CYLINDER RENTAL | 01-410-54-00-5485 | | 35.96 |
| | | | | | INVOICE TOTAL: | | 35.96 * |
| | | | | | CHECK TOTAL: | | 35.96 |
| 533139 | WEX | WEX BANK | | | | | |
| | 66171680 | 06/30/20 | 01 | JUNE 2020 GASOLINE | 01-210-56-00-5695 | | 4,179.70 |
| | | | 02 | JUNE 2020 GASOLINE | 51-510-56-00-5695 | | 65.05 |
| | | | 03 | JUNE 2020 GASOLINE | 01-220-56-00-5695 | | 475.66 |

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

INVOICES DUE ON/BEFORE 07/28/2020

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|-----------------------------|-----------|-------------------------------|-------------------|--------------|--------------|
| 533139 | WEX | WEX BANK | | | | | |
| | 66171680 | 06/30/20 | 04 | JUNE 2020 GASOLINE | 01-410-56-00-5695 | | 65.05 |
| | | | 05 | JUNE 2020 GASOLINE | 52-520-56-00-5695 | | 69.03 |
| | | | | INVOICE TOTAL: | | | 4,854.49 * |
| | | | | CHECK TOTAL: | | | 4,854.49 |
| D001723 | YBSD | YORKVILLE BRISTOL | | | | | |
| | 2020.009 | 07/13/20 | 01 | JULY 2020 LANDFILL EXPENSE | 51-510-54-00-5445 | | 12,809.82 |
| | | | | INVOICE TOTAL: | | | 12,809.82 * |
| | 620SF | 07/02/20 | 01 | JUNE 2020 SANITARY FEES | 95-000-24-00-2450 | | 306,620.67 |
| | | | | INVOICE TOTAL: | | | 306,620.67 * |
| | JUN-20 | 07/09/20 | 01 | JUNE 2020 PERMIT FEES | 95-000-24-00-2454 | | 1,400.00 |
| | | | | INVOICE TOTAL: | | | 1,400.00 * |
| | | | | DIRECT DEPOSIT TOTAL: | | | 320,830.49 |
| 533140 | YORKACE | YORKVILLE ACE & RADIO SHACK | | | | | |
| | 171257 | 06/23/20 | 01 | KEY | 52-520-56-00-5620 | | 2.20 |
| | | | | INVOICE TOTAL: | | | 2.20 * |
| | 171266 | 06/24/20 | 01 | WASHERS | 52-520-56-00-5620 | | 4.80 |
| | | | | INVOICE TOTAL: | | | 4.80 * |
| | | | | CHECK TOTAL: | | | 7.00 |
| 533141 | YOUNGM | MARLYS J. YOUNG | | | | | |
| | 061620 | 06/26/20 | 01 | 6/16/20 PW MEETING MINUTES | 01-110-54-00-5462 | | 41.25 |
| | | | | INVOICE TOTAL: | | | 41.25 * |
| | 061720 | 06/29/20 | 01 | 6/17/20 ADMIN MEETING MINUTES | 01-110-54-00-5462 | | 38.75 |
| | | | | INVOICE TOTAL: | | | 38.75 * |

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

DATE: 07/20/20
TIME: 10:15:23
ID: AP211001.WOW

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 21

INVOICES DUE ON/BEFORE 07/28/2020

| CHECK # | VENDOR # INVOICE # | INVOICE DATE | ITEM # | DESCRIPTION | ACCOUNT # | PROJECT CODE | ITEM AMT |
|---------|-----------------------|-----------------|-----------|--------------------------------|-------------------|----------------|----------|
| 533141 | YOUNGM | MARLYS J. YOUNG | | | | | |
| | 070120 | 07/07/20 | 01 | 7/1/20 LIBRARY MEETING MINUTES | 82-820-54-00-5462 | | 66.75 |
| | | | | | | INVOICE TOTAL: | 66.75 * |
| | | | | | CHECK TOTAL: | | 146.75 |

| | |
|-----------------------------|------------|
| TOTAL CHECKS PAID: | 527,526.49 |
| TOTAL DIRECT DEPOSITS PAID: | 328,289.49 |
| TOTAL AMOUNT PAID: | 855,815.98 |

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



UNITED CITY OF YORKVILLE PAYROLL SUMMARY July 10, 2020

| | REGULAR | OVERTIME | TOTAL | IMRF | FICA | TOTALS |
|----------------|----------------------|--------------------|----------------------|---------------------|---------------------|----------------------|
| ADMINISTRATION | \$ 19,610.08 | \$ - | 19,610.08 | \$ 2,198.82 | \$ 1,451.44 | \$ 23,260.34 |
| FINANCE | 10,703.46 | - | 10,703.46 | 1,212.32 | 800.64 | \$ 12,716.42 |
| POLICE | 114,003.17 | 5,280.24 | 119,283.41 | 723.73 | 8,745.09 | \$ 128,752.23 |
| COMMUNITY DEV. | 19,119.68 | - | 19,119.68 | 2,169.17 | 1,421.70 | \$ 22,710.55 |
| STREETS | 15,932.06 | 104.92 | 16,036.98 | 1,791.33 | 1,166.24 | \$ 18,994.55 |
| WATER | 16,277.77 | 176.65 | 16,454.42 | 1,854.71 | 1,208.42 | \$ 19,517.55 |
| SEWER | 8,903.10 | - | 8,903.10 | 994.47 | 640.68 | \$ 10,538.25 |
| PARKS | 22,138.66 | 113.54 | 22,252.20 | 2,496.74 | 1,625.19 | \$ 26,374.13 |
| RECREATION | 13,949.03 | - | 13,949.03 | 1,520.11 | 1,030.54 | \$ 16,499.68 |
| LIBRARY | 15,023.60 | - | 15,023.60 | 1,193.40 | 1,126.75 | \$ 17,343.75 |
| TOTALS | \$ 255,660.61 | \$ 5,675.35 | \$ 261,335.96 | \$ 16,154.80 | \$ 19,216.69 | \$ 296,707.45 |

TOTAL PAYROLL

\$ 296,707.45



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, July 28, 2020

ACCOUNTS PAYABLE

DATE

FY 20

City MasterCard Bill Register - FY 20 *(Page 1)*

07/25/2020 \$ 5,075.03

City Check Register - FY 20 *(Pages 2 - 3)*

07/28/2020 10,910.06

SUB-TOTAL: \$ 15,985.09

FY 21

City Manual Check Register - FY 21 *(Page 4)*

07/06/2020 \$ 147.32

City MasterCard Bill Register - FY 21 *(Pages 5 - 13)*

07/25/2020 168,803.34

City Check Register - FY 21 *(Pages 14 - 43)*

07/28/2020 855,815.98

SUB-TOTAL: \$ 1,024,766.64

PAYROLL

Bi - Weekly *(Page 44)*

07/10/2020 \$ 296,707.45

SUB-TOTAL: \$ 296,707.45

TOTAL DISBURSEMENTS: \$ 1,337,459.18



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

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2020-54

Agenda Item Summary Memo

Title: Appointments to Boards and Commissions

Meeting and Date: City Council – July 28, 2020

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Mayor John Purcell

Name

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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

2020 Board and Commission Appointments

| BOARD/ COMMISSION | NAME | TERM | |
|--------------------------------|-----------------|-------------|----------------------|
| | | | |
| Fire & Police Commission | Bob Johnson | 3 years | May 2020 – May 2023 |
| Library Board | Darren Crawford | 3 years | May 2020 – May 2023 |
| Library Board | Theron Garcia | 3 years | May 2020 – May 2023 |
| Planning and Zoning Commission | Greg Millen | 4 years | May 2020 – May 2024 |
| Police Pension Fund Board | Jeff Burgner | 10 months | July 2020 – May 2021 |



United City of Yorkville

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

United City of Yorkville Board & Commission Application

To be considered for a board or commission, please complete this application and return to the attention of Lisa Pickering, City Clerk at the address listed above or by email to lpickering@yorkville.il.us.

Name JEFF BURGNER
Address [REDACTED]
Phone: Home [REDACTED] Work [REDACTED] Cell [REDACTED]
Email [REDACTED] Subdivision LIVERS EDGE

Please indicate the Board/Commission(s) that you would like to participate on:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Fire and Police Commission | <input type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Library Board | <input checked="" type="checkbox"/> Police Pension Fund Board |
| <input type="checkbox"/> Park Board | |

The following questions help in selection of board/commission members.

1. Indicate your experience (personal and/or work) that will help you in serving the residents of the United City of Yorkville.

24 YEARS OF LAW ENFORCEMENT EXPERIENCE

2. Why do you want to serve on a Board/Commission for the United City of Yorkville?

I WOULD LIKE TO USE MY EXPERIENCE TO ASSIST YORKVILLE IN ENHANCING THEIR PROFESSIONAL LAW ENFORCEMENT AGENCY

Thank you for your interest in being a part of the development of the United City of Yorkville!

It is the policy of the United City of Yorkville to promote nondiscriminatory practices in its hiring, and its contractual undertakings. It is the policy of the City to conform with all aspects of Federal Civil Rights legislation including the Equal Employment Opportunity Act and all State Civil Rights Legislation.

I understand that as part of the process of being considered, it is the City's policy to perform a cursory background investigation on anyone being considered for appointment to one of the boards or commissions.

[Signature]
Signature of Applicant

6/19/20
Date

For office use only: Date Received _____ Initials _____



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

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2020-42

Agenda Item Summary Memo

Title: Kendall Marketplace – Plat of Abrogation

Meeting and Date: City Council – July 28, 2020

Synopsis: Recommendation to Approve

Council Action Previously Taken:

Date of Action: PW 07-21-20 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2020-42

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Development Director
Lisa Pickering, City Clerk
Date: July 13, 2020
Subject: Kendall Marketplace – Plat of Abrogation

An easement abrogation (vacation) for several public utility easements have been requested by the developer to aid in moving forward with future development. The areas in question are denoted in the attached plat.

The City utilities are not contained within these easements nor should they in the future. Staff supports and recommends acceptance of the easement abrogation.

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
APPROVING A PLAT OF EASEMENT ABROGATION**

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

WHEREAS, the Mayor and City Council approved a Plat of Subdivision for Lot 1 of the Kendall Marketplace Re-Subdivision providing for certain easements upon Lots 103, 106, 107, 101 and 110 which Plat of Re-Subdivision was recorded with the Kendall County on January 9, 2020, as Document No. 202000001356; and,

WHEREAS, the City has received a proposal for the development of Lot 1 of the Kendall Marketplace Re-Subdivision which does not require any easements as recorded in 2020 and therefore said easements are to be abrogated as hereinafter provided.

NOW THEREFORE BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the Plat of Abrogation, attached hereto and made a part hereof abrogating certain easements recorded upon Lots 103, 106, 107, 101 and 110 of Lot 1 Kendall Marketplace Re-Subdivision, is hereby approved.

This Ordinance shall be in full force and effect immediately from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2020.

| | | | |
|--------------------|-------|-------------------|-------|
| KEN KOCH | _____ | DAN TRANSIER | _____ |
| JACKIE MILSCHEWSKI | _____ | ARDEN JOE PLOCHER | _____ |
| CHRIS FUNKHOUSER | _____ | JOEL FRIEDERS | _____ |
| SEAVAR TARULIS | _____ | JASON PETERSON | _____ |

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2020.

Mayor

Attest:

City Clerk



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

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2020-43

Agenda Item Summary Memo

Title: 2020 Striping Program

Meeting and Date: City Council – July 28, 2020

Synopsis: MFT Resolution Consideration

Council Action Previously Taken:

Date of Action: PW 07-21-20 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2020-43

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson

Name

Engineering

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Lisa Pickering, City Clerk
Rob Fredrickson, Finance Director

Date: July 13, 2020
Subject: 2020 Striping Program

In accordance with the planned FY21 budget (\$25,000), we are proceeding with design of the 2020 program. The proposed improvements will cover Marketview Drive, Carpenter St, Menard Dr, McHugh Rd and a portion of Countryside Parkway.

Note that adjustments will made to the program as necessary after bids are received to match the budgeted funds.

Since MFT funds are being utilized to fund the project, IDOT requires the passing of a Resolution to appropriate the funds. Accordingly, please see the attached Resolution for Maintenance Under the Illinois Highway Code in the amount of \$25,000.

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

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



**Resolution for Maintenance
Under the Illinois Highway Code**



| | | |
|-------------------|-----------------|----------------|
| Resolution Number | Resolution Type | Section Number |
| | Original | 20-00000-01-GM |

BE IT RESOLVED, by the Council of the City of
Governing Body Type Local Public Agency Type
Yorkville Illinois that there is hereby appropriated the sum of
Name of Local Public Agency
twenty five thousand and 00/100 Dollars (\$25,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
05/01/20 to 04/30/21
Beginning Date Ending Date

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

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

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

I Lisa Pickering City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Yorkville in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
 provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Yorkville at a meeting held on _____
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 28 day of July, 2020
Day Month, Year

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

| | |
|--|--|
| | |
|--|--|

Instructions for BLR 14220

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

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

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

**Three (3) certified signed originals must be submitted to the Regional Engineer's District office.
Following IDOT's approval, distribution will be as follows:**

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



Estimate of Maintenance Costs

Submittal Type **Original**

Local Public Agency

County

Section Number

Maintenance Period
Beginning Ending

United City of Yorkville

Kendall

20-00000-01-GM

05/01/20

04/30/21

Maintenance Items

| Maintenance Operation | Maint Eng Category | Insp. Req. | Material Categories/ Point of Delivery or Work Performed by an Outside Contractor | Unit | Quantity | Unit Cost | Cost | Total Maintenance Operation Cost |
|-----------------------------|--------------------|------------|---|------|----------|-----------|------|----------------------------------|
| PVMT MARKING | IIB | Yes | | | | | | \$25,000.00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Total Operation Cost | | | | | | | | \$25,000.00 |

Estimate of Maintenance Costs Summary

Maintenance

Local Public Agency Labor

Local Public Agency Equipment

Materials/Contracts(Non Bid Items)

Materials/Deliver & Install/Request for Quotations (Bid Items)

Formal Contract (Bid Items)

Maintenance Total

| MFT Funds | Other Funds | Estimated Costs |
|-------------|-------------|-----------------|
| | | |
| | | |
| | | |
| \$25,000.00 | \$0.00 | \$25,000.00 |
| | | |
| \$25,000.00 | \$0.00 | \$25,000.00 |

Estimated Maintenance Eng Costs Summary

Maintenance Engineering

Preliminary Engineering

Engineering Inspection

Material Testing

Advertising

Bridge Inspection Engineering

Maintenance Engineering Total

Total Estimated Maintenance

| MFT Funds | Other Funds | Total Est Costs |
|-------------|-------------|-----------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| \$25,000.00 | \$0.00 | \$25,000.00 |

Remarks

SUBMITTED

Local Public Agency Official

Date

Title

County Engineer/Superintendent of Highways

Date

APPROVED

Regional Engineer

Department of Transportation

Date

Instructions for BLR 14222 - Page 1 of 4

NOTE: Form instructions should not be included when the form is submitted

This form is used by all Local Public Agencies (LPAs) to submit their maintenance program and also submit their maintenance expenditure statements. A resolution (BLR 14220) must be submitted and approved by the Illinois Department of Transportation (IDOT) prior to incurring any expenditures. For items required to be bid the estimate of cost must be submitted prior to submittal of required bidding documents. Authorizations will be made based on the resolution and/or the approved contract/ acceptance/request for quotations documents.

The maintenance expenditure statement must be submitted within 3 months of the end of the maintenance period. Maintenance resolutions and estimates submitted for future maintenance periods after that date will not be processed until the delinquent maintenance expenditure statement has been submitted. Only one form needs to be completed per maintenance period, combine all operations on one form.

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

For items being completed for the estimate all materials, equipment, labor and contract amounts are considered estimates. For estimates where LPA equipment is completed, an Equipment Rental Schedule (BLR 12110) must also be submitted for approval. When completing the form for the Maintenance Expenditure all items must be actual amounts spent.

| | |
|---------------------------------|--|
| Maintenance | From the drop down choose which type of document is being submitted. Choose Estimate of Cost if an estimate is being submitted, choose Maintenance Expenditure Statement if a maintenance expenditure statement is being submitted. |
| Submittal | Choose the type of submittal, if this is the first submittal choose original, if revising a previous submittal choose, revised. If adding to a previous submittal choose supplemental. |
| Local Public Agency | Insert the name of the Local Public Agency. |
| County | Insert the County in which the Local Public Agency is located. |
| Maintenance Period Beginning | Insert the beginning date of the maintenance period. |
| Ending | Insert the ending date of the maintenance period. |
| Section | Insert the section number assigned to this project. The letters at the end of the section number will always be a "GM". |
| Maintenance Operations | List each maintenance operation separately |
| Maintenance Eng. Category | From the drop down choose the maintenance engineering category as it applies to the operation listed to the left. The definitions of the categories can be found in the BLRS Manual Chapter 14, section 14-2.04 Maintenance Engineering Categories are: |
| Category I | Services purchased without a proposal such as electric energy or materials purchased from Central Management Services' Joint Purchasing Program or another joint purchasing program that has been approved by the District BLRS or CBLRS. |
| Category II-A | Maintenance items that are not included in Maintenance Engineering Category I or do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution. |
| Category II-B | Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs. |
| Category III | Maintenance items that are not covered by Maintenance Engineering Category I and require competitive bidding with a material proposal, a deliver and install proposal or request for quotations. |
| Category IV | Maintenance items that are not covered by Maintenance Engineering Category I and require competitive bidding with a contract proposal. |

Instructions for BLR 14222 - Page 2 of 4

The instructions listed below only apply to the maintenance estimate of cost. For LPA's using Local Public Agency Labor and/or Local Public Agency Equipment Rental, the estimated amounts are only listed on those specific lines and are not to be included with each operation on the estimate of cost.

| | |
|---|--|
| Insp Req | From the drop down choose No or Yes as it applies to the maintenance operation listed to the left. Items requiring no engineering inspection should be no. |
| Material Categories/ Point of Delivery or Work Performed by an Outside Contractor | List the items for each operation on a separate line, grouping items for the same operation together, for the operation listed to the left. If work being done as a contract list work by contractor. |
| Unit | Insert the unit of measure for the material listed to the left, if applicable |
| Quantity | Insert the quantity of material for the material listed to the left, if applicable. |
| Unit Cost | Insert the unit cost of the material listed to the left, if applicable. |
| Cost | No entry necessary, this is a calculated field. This is the quantity times the unit cost. |
| Total Maintenance Operation Cost Maintenance | Insert the total of the Maintenance Operation Cost, for items done by a contract insert the estimated contract amount. |
| Estimate of Maintenance Costs Summary | Under each item listed below, list the amount to of estimated MFT funds to be expended and other funds, if applicable. The total Estimated cost is a calculated field. |
| Local Public Agency Labor | Insert the estimated amount for LPA labor for all maintenance operations, if applicable. |
| Local Public Agency Equipment Rental | Insert the estimated amount for LPA equipment rental for all maintenance operations, if applicable. |
| Materials/Contracts (Non Bid Items) | Insert the estimated amount for materials and/or contracts for items the LPA is not required to bid, if applicable. |
| Materials/Deliver & Install, | Insert the total amount estimated to be expended on materials/Request for Quotations (Bid Items) deliver and install proposals and/or Request for Quotations. This will be for items required to be bid. |
| Formal Contracts | Insert the total amount estimated to be expended on formal contracts. This will be for items required to be bid. |
| Total Estimated Cost | This is a calculated field and will be automatically filled in for each type. This is the sum of all funding for the item. |
| Total Maintenance Operation Cost | This is a calculated field, no entry is necessary. This is the sum of all items expended on this operation. |
| Total Maintenance Cost | This is a calculated field, no entry is necessary. This is the sum of all maintenance operation costs. |
| Maintenance Engineering Cost Summary | Under each item listed below, list under the funding type what the estimated amount to be expended is. |
| Preliminary Engineering Fee | Insert the amount of funds estimated to be expended for Preliminary Engineering, if applicable. |
| Engineering Inspection Fee | Insert the amount of funds estimated to be expended for Engineering Inspection, if applicable. |
| Material Testing Costs | Insert the dollar amount of funds estimated to be expended on material testing costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable. |

Instructions for BLR 14222 - Page 3 of 4

| | |
|---|---|
| Advertising Costs | Insert the dollar amount of funds estimated to be expended on advertising costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable. |
| Bridge Inspection Costs | Insert the dollar amount of funds estimated to be expended on bridge inspection costs, if applicable. Insert the amount to be paid from MFT and the amount to be paid with local funds, if applicable. |
| Total Maintenance Engineering | This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above. |
| Totals: | This is a calculated field. It is the total of the estimated maintenance cost plus the estimated maintenance engineering cost. |
| These instructions apply to the Maintenance Expenditure Statement. | |
| Maintenance Operation | Type in the name of the maintenance operation for which the amounts to the right will be completed. For a form that was completed as an Estimate of Cost and is now being changed to a Maintenance Expenditure Statement, this field will be completed from the estimate. |
| Maint Eng Category | From the drop down select the Maintenance Engineering Category that applies to the operation listed to the left. |
| LPA Labor | For the operation listed to the left insert the amount expended for LPA labor, if applicable. |
| LPA Equipment Rental | For the operation listed to the left insert the amount expended on LPA equipment rental if applicable. |
| Materials/Contracts (Non-Bid) | For the operation listed to the left insert the amount expended for materials and/or contracts that was not required to be bid, if applicable. |
| Materials/Deliver & Install, Request for Quotations (Bid Items) | For the operation listed to the left insert the amount expended using a bidding process for materials, deliver & install and/or request for quotations, if applicable. |
| Formal Contract | For the operation listed to the left insert the amount expended for items bid using the formal contract process, if applicable. |
| Total Operation Cost | This is a calculated field, it will sum the amounts expended for the operation listed to the left. |
| Operation Engineering Inspection Fee | For the operation listed to the left insert the amount of engineering inspection charged for this operation, if applicable. |
| Total Maintenance | This is a calculated field, no entry necessary. It is the sum of all maintenance operations. |
| Maintenance Engineering Cost Summary Preliminary Engineering Fee | Insert the dollar amount of funds spent on preliminary engineering for this maintenance section. |
| Engineering Inspection Fee | Insert the amount of funds expended for Engineering Inspection, if applicable. |
| Material Testing Costs | Insert the dollar amount of funds spent on material testing costs, if applicable. |
| Advertising Costs | Insert the dollar amount of funds spent on advertising costs, if applicable. |
| Bridge Inspection Costs | Insert the dollar amount of funds spent on bridge inspection costs, if applicable. |
| Total Maintenance Engineering | This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above. |
| Total Maintenance Program Costs | Insert the total cost of the Maintenance and Maint. Engineering. The maintenance amount will be the amount from the Total Cost from the Maintenance Items table. The Maint. Eng will be the Maintenance Engineering Total from above. |

Instructions for BLR 14222 - Page 4 of 4

| | |
|--|--|
| Contributions, Refunds, Paid with Other Funds | Enter the dollar amount of contributions, refunds or amounts paid with other funds for this maintenance section, if applicable, for both maintenance and maintenance engineering. |
| Total Motor Fuel Tax Portion | These are calculated fields, no entry is necessary. This is the sum of the total cost minus the amount paid with funds other than MFT funds. |
| Total Motor Fuel Tax Funds Authorized | Insert the total amount of MFT funds authorized for maintenance under the maintenance column, and the total amount of MFT funds authorized for maintenance engineering under the Maint. Engineering column. |
| Surplus/Deficit | These are calculated fields, no entry is necessary. This is the sum of the Total Motor Fuel Tax funds authorized minus the Total Motor Fuel Tax portion. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met, you must contact your District office for guidance. |
| Certification | Upon submittal of this form as the maintenance expenditure statement the LPA official shall check this box as certification. |
| End of instructions for Maintenance Expenditure Statement | |
| Submitted | |
| Local Public Agency Official | The proper official shall sign, insert their title and date here. For Estimates of Cost covering a Township/Road District the road commissioner shall sign and date as Local Public Agency Official. For Municipalities the municipal official shall sign and date here. |
| County Engineer/Superintendent of Highways | For County project and/or Township/Road District projects the county engineer/superintendent of highways shall sign here. |
| Approved | Upon approval the Regional Engineer shall sign and date here. This approval is subject to change based upon a documentation review by the Department. |
| A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office. | |
| Following the Regional Engineer's approval, distribution will be as follows: | |
| Local Public Agency Clerk | |
| Engineer (Consultant or County Engineer) | |
| District File | |



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

Agenda Item Number

Public Works Committee #3

Tracking Number

PW 2020-44

Agenda Item Summary Memo

Title: Beaver Street Booster Pump Station – Standby Generator

Meeting and Date: City Council – July 28, 2020

Synopsis: Consideration of Approval

Council Action Previously Taken:

Date of Action: PW 07-21-20 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2020-44

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

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



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: July 16, 2020
Subject: Contract with EEI for Standby Generator Design

Summary

Consideration of a contract with Engineering Enterprises, Inc. for design of a Beaver Street Booster Pump Station Standby Generator.

Background

Brad Sanderson's memo (attached) describes the change of plans as it relates to a standby power generator for the City's water system on the south end of town. In order to proceed with the new location of the standby generator at the Beaver Street pump station, the City needs to enter into a contract with EEI to design the standby generator. A proposal for those design services is attached in the amount of \$47,762. This design cost is budgeted. At the end of the study, the City will know the price and scope of the standby generator, and will be able to bid out the construction of the standby generator.

Recommendation

Staff recommends approval of the contract with EEI.

**Beaver Street Pump Station Improvements
United City of Yorkville, Kendall County, IL
Professional Services Agreement - Design and Construction Engineering**

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included exhibits. Design and Construction engineering will be provided for addition of a new standby generator, ATS, and associated electrical and SCADA improvements at the Beaver Street Pump Station Improvements, including IEPA Construction Permit coordination. The scope of the improvements is such that an IEPA Construction Permit shall be required. Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Exhibit 3. The total amount to be paid for the work and services to be performed herein, including Design Engineering, Construction Engineering, and Direct Expenses, shall be \$47,762.00 as identified on Exhibit 3. The hourly rates for this project are shown in the attached 2019 Standard Schedule of Charges (Exhibit 5). 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: x 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

*Beaver Street Pump Station Improvements
United City of Yorkville
Professional Services Agreement
Design and Construction Engineering*

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

- Exhibit 1:** Standard Terms and Conditions
- Exhibit 2:** Scope of Work
- Exhibit 3:** Estimate of Level of Effort and Associated Cost
- Exhibit 4:** Anticipated Project Schedule
- Exhibit 5:** 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:

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

For the ENGINEER:

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

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

Agreed to this _____ day of _____, 2020.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, P.E.
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.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

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.

Beaver St. Booster Pump Station Improvements United City of Yorkville

Exhibit 2 – Scope of Services

The United City of Yorkville intends to modify the Beaver St. Booster Pump Station, primarily to add a standby generator. Associated improvements to the electrical service, onsite electrical distribution, and Controls/SCADA will be included.

The following list of work items establishes the scope of engineering services for this project:

Design Engineering:

- 1.1 Project Administration
 - Management of Personnel and the Engineering Contract
 - Budget Tracking
 - Coordination with the City and Subconsultant (Archer Consulting Engineers)
- 1.2 Design and Project Manual Preparation
 - Topographic Survey
 - Preparation of 60% and 100% Engineering Plans
 - Preparation of 60% and 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, and Special Provisions.
 - Internal QC/QA
- 1.3 IEPA Construction Permit Coordination
 - Prepare IEPA Construction Permit Application and Acquire Permit
- 1.4 Bidding and Contracting
 - Prepare Bidders List and Ad for Bid
 - Submit Ad for Bid to the Local Paper and Post Bidding Documents on Quest CDN
 - Address Bid Questions and Prepare Addenda
 - Attend Bid Opening
 - Prepare Bid Tab, Bid Summary, and Recommendation of Award
 - Execute Contract Documents

The following scope of services will be provided by EEI's subconsultant Archer Consulting Engineers:

- Electrical Survey and Design – Plans and Specifications
- Assistance with ComEd Service Application for Modified Electrical Service

Construction Engineering:

- 2.1 Project Administration
 - Management of Personnel and the Engineering Contract
 - Budget Tracking
 - Coordination with the City and Subconsultant (Archer Consulting Engineers)
- 2.2 Construction Administration
 - Prepare for, Attend, and Facilitate the Preconstruction Meeting Including Preparation of Meeting Minutes
 - Resident and Business Notifications (as Needed; Not Associated with LSLR)
 - Shop Drawing Review
 - Prepare Pay Estimates and Change Orders
 - Weekly Project Status Communication with the City and Contractor
- 2.3 Construction Observation
 - Review Construction Layout for Accuracy

- Construction Observation (Periodic During Critical Work Items)
- Documentation and Field Reports
- Punch Walk and Letters (2 Total)
- Project Closeout

The above scope of services for the Beaver St. Booster Pump Station includes the following assumptions and exclusions:

- No on-site construction progress meetings involving EEI management.
- City will prepare and apply for the IEPA operating permit.
- No Geotechnical Engineering or CCDD Coordination

The above scope for “BEAVER ST. BOOSTER PUMP STATION IMPROVEMENTS” summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



| | |
|-------------|-----------|
| DATE: | 6/29/2020 |
| ENTERED BY: | STD |

**EXHIBIT 3
SUMMARY OF COMPENSATION FOR
PROFESSIONAL ENGINEERING SERVICES FOR**

Beaver Street Pump Station Improvements
United City of Yorkville, IL
June 29, 2020

| WORK ITEM NO. | WORK ITEM | ENTITY: | ENGINEERING | | | SURVEYING | | DRAFTING | | ADMIN. | WORK ITEM HOUR SUMM. | COST PER ITEM |
|------------------------------------|---------------------------------------|---------------|---------------------------|------------------------------|-----------------|----------------------------------|-----------------------------------|----------------|----------------------|--------|-------------------------------|---------------------|
| | | PROJECT ROLE: | PRINCIPAL IN CHARGE | SENIOR PROJECT MANAGER | PROJECT ENG. | SENIOR PROJECT SURVEYOR II | SENIOR PROJECT TECHNICIAN I | CAD MANAGER | SENIOR TECHNICIAN | ADMIN. | | |
| | | HOURLY RATE: | \$208 | \$197 | \$141 | \$165 | \$141 | \$178 | \$141 | \$70 | | |
| DESIGN ENGINEERING | | | | | | | | | | | | |
| 1.1 | Project Administration | | 2 | 4 | | | | | | | 6 | \$ 1,204 |
| 1.2 | Design and Project Manual Preparation | | 1 | 16 | 32 | 8 | 18 | | 40 | 1 | 116 | \$ 17,440 |
| 1.3 | IEPA Construction Permit Coordination | | | 4 | 4 | | | | | 1 | 9 | \$ 1,422 |
| 1.4 | Bidding & Contracting | | 1 | 8 | 8 | | | | | 2 | 19 | \$ 3,052 |
| Design Engineering Subtotal: | | | 4 | 32 | 44 | 8 | 18 | - | 40 | 4 | 150 | \$ 23,118 |
| CONSTRUCTION ENGINEERING | | | | | | | | | | | | |
| 2.1 | Project Administration | | 2 | 4 | | | | | | | 6 | \$ 1,204 |
| 2.2 | Construction Administration | | | 16 | 20 | | | | | 2 | 38 | \$ 6,112 |
| 2.3 | Construction Observation | | | 4 | 40 | | | | | | 44 | \$ 6,428 |
| Construction Engineering Subtotal: | | | 2 | 24 | 60 | - | - | - | - | 2 | 88 | \$ 13,744 |
| PROJECT TOTAL: | | | 6 | 56 | 104 | 8 | 18 | - | 40 | 6 | 238 | 36,862 |

| DIRECT EXPENSES | |
|--|------------------|
| Printing (Design) = | \$ 50 |
| Vehicle (Construction) = | \$ 150 |
| Electrical Engineering - Archer (Design) = | \$ 6,700 |
| Electrical Engineering - Archer (Construction) = | \$ 4,000 |
| DIRECT EXPENSES = | \$ 10,900 |

| LABOR SUMMARY | |
|-------------------------------|------------------|
| Engineering Expenses = | \$ 26,944 |
| Surveying Expenses = | \$ 3,858 |
| Drafting Expenses = | \$ 5,640 |
| Administrative Expenses = | \$ 420 |
| TOTAL LABOR EXPENSES = | \$ 36,862 |

| | |
|-------------------------|------------------|
| TOTAL EXPENSES = | \$ 47,762 |
|-------------------------|------------------|

Notes:



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 | \$168.00 |
| 2 Man Field Crew with Standard Survey Equipment | \$262.00 |
| 1 Man Field Crew with RTS or GPS * | \$208.00 |
| 2 Man Field Crew with RTS or GPS * | \$302.00 |
| Vehicle for Construction Observation | \$15.00 |
| In-House Scanning and Reproduction | \$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color) |
| Reimbursable Direct Costs & Services by Others | Cost + 10% |

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



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Lisa Pickering, City Clerk

Date: July 6, 2020
Subject: Beaver St. Booster Pump Station – Standby Generator

Background:

The United City of Yorkville's water distribution system is segmented into four distinct pressure zones, based upon ground elevations related optimal water pressures for the customers. The attached Exhibits 2-1 and 2-5 from the Water Works System Master Plan identify the areas and pressures (note there are no current customers in a 5th Pressure Zone – Southeast). Between the South Central and South Pressure Zones, there is only one Well (No. 7) and Water Treatment Plant (WTP). Therefore, if these facilities are inoperable, water must be transferred to the customers in the South Central and South Pressure Zones from the North and North Central Pressure Zones. In 2019, to improve reliability in the South Central and South Pressure Zones, the City contracted with EEI to design a standby generator for Well No. 7 and the associated Water Treatment Plant. In a power outage event, a standby generator would allow for continued water production from these facilities. However, during design and analysis of this project, it was determined that significant modifications would be required to the existing electrical gear at this facility, which increased the estimated cost of construction to approximately \$1M. Therefore, City staff evaluated alternatives to improve water distribution reliability in the South Central and South Pressure Zones.

If Well No. 7 and associated WTP are inoperable, the Beaver St. (South Central) Booster Pump Station (BPS) can transfer water from the North Central to South Central zone, and the Raintree (South) Booster Pump Station can transfer water from the South Central to South zone. The Raintree BPS has an existing standby generator, but the Beaver St. BPS does not have a generator. Therefore, during a power outage, the Beaver St. BPS is not operable, and water cannot be transferred from the north to south zones. City staff has identified that adding a standby generator at the Beaver St. BPS is a cost-effective means of improving water distribution reliability in the South Central and South Pressure Zones. An added benefit is that the proposed generator at Beaver St. BPS would allow operation during the "worst-case scenario", which is a power outage in conjunction with planned/unplanned maintenance to Well No. 7 (offline).

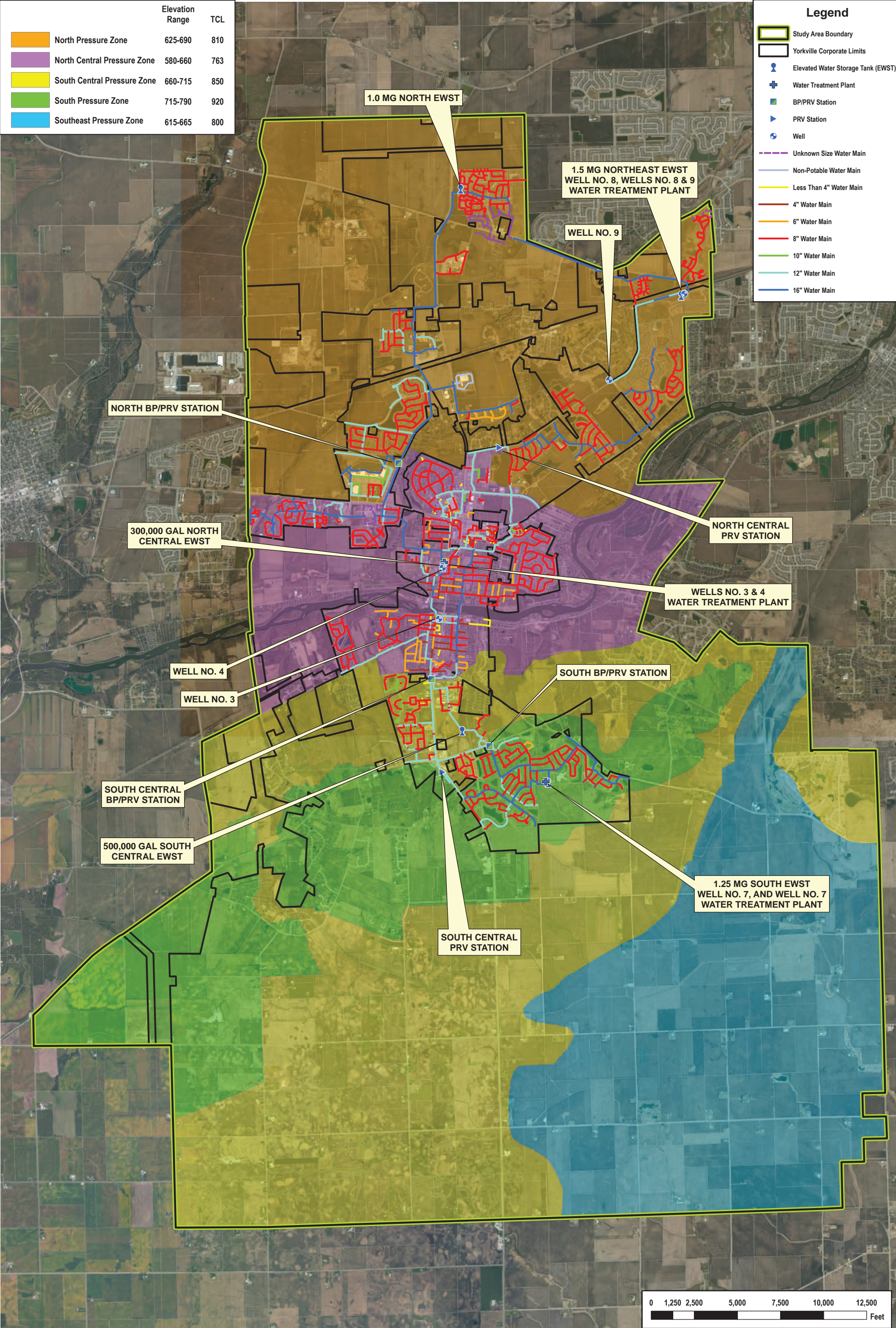
Electrical upgrades will be required at the Beaver St. BPS to bring the facilities up to current Code and allow for operation of the generator. A photo of the existing electrical equipment at the site is attached for reference. The estimated cost for the Beaver St. BPS modifications is approximately \$420K (includes engineering).

Question Presented:

Should the City move forward with the planned improvements at the Beaver Street Booster Pump Station.

Action Required:

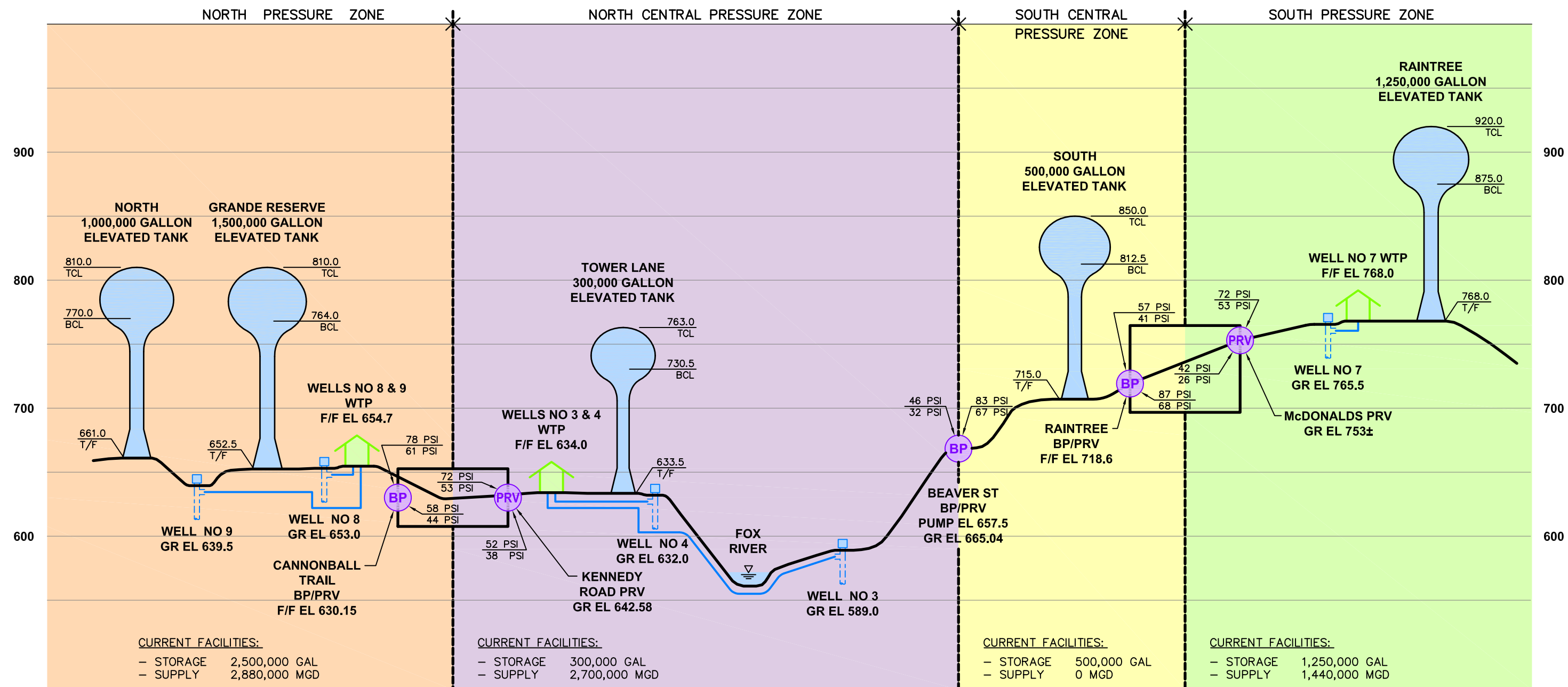
Consideration of approval.



EXISTING BEAVER ST. BPS ELECTRICAL GEAR



EXHIBIT 2-5:
EXISTING WATER WORKS SYSTEM HYDRAULIC PROFILE
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS



- LEGEND:
- BCL = BOTTOM CAPACITY LINE
 - BP/PRV = BOOSTER PUMP/PRESSURE REDUCING VALVE STATION
 - EL = ELEVATION
 - F/F = FINISHED FLOOR
 - GAL = GALLONS
 - GR = GROUND
 - MGD = MILLION GALLONS PER DAY
 - PSI = POUNDS PER SQUARE INCH
 - T/F = TOP OF FOUNDATION
 - TCL = TOP CAPACITY LINE
 - WTP = WATER TREATMENT PLANT

Plotted: January 9, 2017 @ 8:51 AM By: Larry Nolen - Tab: EXHIBIT 40



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
Phone: (630) 466-9350



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

Agenda Item Number

Public Works Committee #4

Tracking Number

PW 2020-45

Agenda Item Summary Memo

Title: Discussion of Wyland National Mayors Challenge for Conservation

Meeting and Date: City Council – July 28, 2020

Synopsis: Consideration of Support for the Wyland National Mayors Challenge for
Conservation

Council Action Previously Taken:

Date of Action: PW 07-21-20 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2020-45

Type of Vote Required: Approval

Council Action Requested: Majority

Submitted by: Erin Willrett
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: July 21, 2020
Subject: Wyland National Mayors Challenge for Conservation

Summary

Continue participation in a national program to challenge the residents to conserve water, energy and other natural resources, in alignment with City Council Goal #5 – Water Planning.

Background

Once again, the Wyland Foundation, in partnership with the National League of Cities and the U.S. Environmental Protection Agency, invited the United City of Yorkville to participate in the 9th annual National Mayor's Challenge for Water Conservation. The commitment from the City to participate is as simple as drafting the statement of support below. There is no cost to the City. There were several items that were sent out to market this program in 2018 and 2019. Yorkville placed 5th in 2018 and in 2019, Yorkville placed 13th in the 5,000-29,999 population category nation-wide!

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

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

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

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

Recommendation

While not a requirement to participate in the program, staff recommends an acknowledgment by the City Council in the attached Resolution for support of the statement above and participation in marketing the program. This initiative aligns with the City Council Goal #5 – Water Planning.

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS
IN SUPPORT OF THE “WYLAND MAYOR’S CHALLENGE FOR WATER CONSERVATION”**

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

WHEREAS, the City continue to explore ways to manage residential consumption of water and power, and to inspire its residents to care for our natural resources; and

WHEREAS, cities can engage in efforts to inspire their own communities, as well as their neighboring cities, to become better environmental stewards; and

WHEREAS, the ninth annual National Mayor’s Challenge for Water Conservation presented by the Wyland Foundation and Toyota, with support from the U.S EPA WaterSense, The Toro Company, National League of Cities, Conserva Irrigation, and Earth Friendly Products (makers of ECOS), is a non-profit competition to encourage residents pollution reduction and smart water use between our cities; and

WHEREAS, with the encouragement of their Mayors, residents may register their participation in their city's Challenge, online, by making simple pledges to decrease their water use and to reduce pollution for the period of one year, thereby assisting their cities to apply State and Federal water conservation strategies and to target mandated reductions; and

WHEREAS, from August 1 - 31, 2020, the City wishes to inspire its residents and its neighboring communities to take the "Wyland Mayor's Challenge for Water Conservation" by making a series of online pledges at mywaterpledge.com to reduce their impact on the environment and to see immediate savings in their water, trash, and electricity bills;

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 agrees and supports the "Wyland Mayor's Challenge for Water Conservation" emphasis.

Section 2: That the program is to be implemented from August 1 - 31, 2020 through a series of communication and outreach strategies, whether new or existing, to encourage Yorkville residents to take the conservation "Challenge."

Section 3: This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County,
Illinois this ____ day of _____, A.D. 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, Kendall County,
Illinois this ____ day of _____, A.D. 2020.

MAYOR



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

Agenda Item Number

Public Works Committee #5

Tracking Number

PW 2020-46

Agenda Item Summary Memo

Title: Rebuild Illinois Grants Program Applications

Meeting and Date: City Council – July 28, 2020

Synopsis: _____

Council Action Previously Taken:

Date of Action: PW 07-21-20 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2020-46

Type of Vote Required: Consensus Vote

Council Action Requested: _____

Submitted by: Bart Olson

Name

Administration

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: Public Works Committee
From: Erin Willrett, Assistant City Administrator; Bart Olson, City Administrator
Date: July 21, 2020
Subject: Rebuild Illinois Regional Economic Development Grant – Eldamain Utility Extension & Rebuild Illinois Shovel Ready Sites Grant – East Alley Utility Improvements

Summary

Review the status of the State of Illinois' Regional Economic Development Grant and Rebuild Illinois Shovel Ready Sites Grant applications.

Background

This item was last discussed by the City Council at the June 9th City Council meeting, when the City Council gave staff direction to proceed with both the Shovel Ready Sites – East Alley Project and the Regional Economic Development – Eldamain Infrastructure Project, despite both projects scoring low on an initial staff analysis. Since that meeting, staff has been preparing grant application materials.

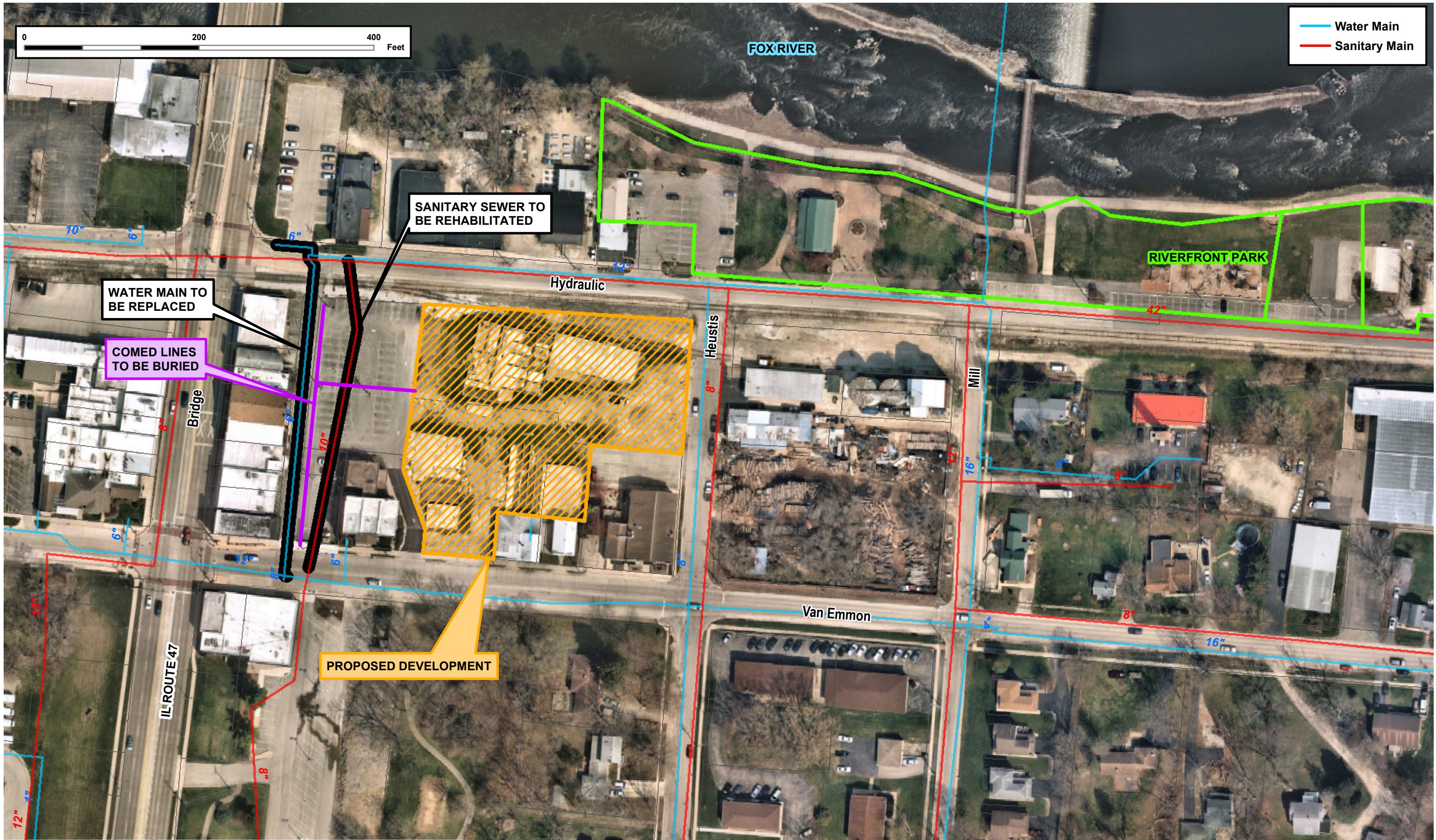
We expect the East Alley Project application to proceed forward as expected, with a public notice in the newspaper this weekend for a public hearing to be conducted at the July 28th City Council meeting. For this project, we anticipate that watermain replacement, sanitary sewer rehab, and burying of electric lines in the area will cost just shy of \$1,000,000. Since this project is less than \$2,000,000, the grant scoring system does not require a local match by the City, nor does it devalue our application. So, we propose to ask for 100% project funding for the East Alley Project. Because we are not required to provide a local match, no formal grant resolution is required by the state, nor the City's own procurement policies. However, we propose to include a simple motion to authorize the submittal of this grant application at the July 28th City Council meeting.

The Eldamain Infrastructure Project application will require a different City Council process, and some additional discussion about local funding commitments. We anticipate that the cost estimate to bring water and sewer utilities out to this corridor will be just shy of \$4,500,000. Because the grant award maximum is \$2,000,000, the City would have to fund the gap in order to complete the project. While this cost could be borne by the water and sewer funds, it would still require a significant speculative investment by the City Council. Further, the grant application process actually requires a statement of local funding commitment as part of the application. We think that the statement can be as simple as "we promise to fund the ~\$2,500,000 local match" with no back-end penalty should we reverse that decision at a later date, but we are trying to verify that before we proceed. Also, the grant requirements include a resolution of intent to bond, which means the state is going to require us to tell them that we will issue a bond for the local match as part of the application. It is unclear at this time, whether that requirement prohibits us from selling a bond later if we fail to include that resolution as part of the application (i.e. we decide now to not use a bond and then change our mind later), or whether it is simply a scoring deduction. In either case on the bond resolution, and at minimum, the public notice for the public hearing on this project must state within the public notice that the City is proposing to fund the project with a local match and must state the dollar value of the local match; which means the City Council will need to discuss the merits of the local match before even finalizing the public notice. Staff is prepared to lead this discussion at the Public Works Committee meeting, but we anticipate that the full Council will need to discuss this issue at the 7/28 CC meeting. Because of

everything above, the Eldamain Infrastructure Project application will be on a later path than the East Alley Project application.

Recommendation

The East Alley Project update is an informational item. Staff requests any feedback on the Eldamain Infrastructure Project.



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

United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
(630) 553-4350
<http://www.yorkville.il.us>

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|-----|------|-----------|--|
| | | | |
| | | | |
| | | | |
| | | | |
| NO. | DATE | REVISIONS | |

| | |
|--------------|-------------------------------|
| DATE: | JUNE 2020 |
| PROJECT NO.: | YO2020 |
| PATH: | H:\GIS\PUBLIC\YORKVILLE\2020\ |
| FILE: | YO2020- PROJECT MAP.MXD |

DCEO GRANT APPLICATIONS
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

PROJECT MAP



Engineering Enterprises, Inc.

52 Wheeler Road, Sugar Grove, IL 60554

| | |
|-----------------------|------------------------------------|
| JOB NO: | YO2020-C |
| DESIGNED: | NLS |
| DATE: | July 14, 2020 |
| PROJECT TITLE: | Potential Development - Water Main |

PRELIMINARY COST ESTIMATE - 8" WM Replacement + 10" Sanitary Rehab + ComEd Relocate

| ITEM NO. | ITEM | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|--|------|----------|--|---------------|
| 1 | PRESSURE CONNECTION WITH TAPPING SLEEVE, AND 8" TAPPING VALVE IN 60" VAULT | EA | 2 | \$ 9,500.00 | \$ 19,000.00 |
| 2 | WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH | LF | 390 | \$ 100.00 | \$ 39,000.00 |
| 3 | GATE VALVE, 8-INCH (RESILIENT SEAT) IN 48" VAULT | EA | 1 | \$ 5,000.00 | \$ 5,000.00 |
| 4 | BORE AND JACK 20" STEEL CASING PIPE (WATER MAIN NOT INCLUDED) | LF | 50 | \$ 500.00 | \$ 25,000.00 |
| 5 | CATHODIC PROTECTION FOR STEEL CASING PIPE | EA | 2 | \$ 1,750.00 | \$ 3,500.00 |
| 6 | FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ | EACH | 2 | \$ 6,000.00 | \$ 12,000.00 |
| 7 | DUCTILE IRON FITTINGS | LB | 700 | \$ 10.00 | \$ 7,000.00 |
| 8 | WATER SERVICE CONNECTION, 1" | EACH | 8 | \$ 1,500.00 | \$ 12,000.00 |
| 9 | WATER SERVICE - PEX, 1" | LF | 200 | \$ 35.00 | \$ 7,000.00 |
| 10 | DISCONNECT AND ABANDON EXISTING WATER MAIN | EACH | 2 | \$ 2,000.00 | \$ 4,000.00 |
| 11 | FIRE HYDRANT REMOVAL | EACH | 1 | \$ 750.00 | \$ 750.00 |
| 12 | VALVE VAULT TO BE ABANDONED | EACH | 2 | \$ 800.00 | \$ 1,600.00 |
| 13 | WATER MAIN TESTING - PRESSURE AND DISINFECTION | LS | 1 | \$ 1,500.00 | \$ 1,500.00 |
| 14 | CURED-IN-PLACE PIPE LINING, 10" | LF | 355 | \$ 75.00 | \$ 26,625.00 |
| 15 | MANHOLE REHABILITATION | EA | 3 | \$ 6,000.00 | \$ 18,000.00 |
| 16 | SANITARY SEWER POINT REPAIR, 10" | LF | 50 | \$ 100.00 | \$ 5,000.00 |
| 17 | FOUNDATION MATERIAL | CY | 40 | \$ 35.00 | \$ 1,400.00 |
| 18 | NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL | TON | 700 | \$ 50.00 | \$ 35,000.00 |
| 19 | HMA PAVEMENT REMOVAL AND REPLACEMENT, 4" | SY | 70 | \$ 105.00 | \$ 7,350.00 |
| 20 | HOT-MIX ASPHALT SURFACE REMOVAL, 3-INCH | SY | 500 | \$ 5.00 | \$ 2,500.00 |
| 21 | HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 (3" TOTAL IN 2 LIFTS) | TON | 90 | \$ 95.00 | \$ 8,550.00 |
| 22 | BITUMINOUS MATERIAL (PRIME COAT) | LB | 350 | \$ 1.00 | \$ 350.00 |
| 23 | COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT | LF | 55 | \$ 50.00 | \$ 2,750.00 |
| 24 | SIDEWALK REMOVAL AND REPLACEMENT | SF | 120 | \$ 25.00 | \$ 3,000.00 |
| 25 | PAVEMENT MARKING, 4" | LF | 1,000 | \$ 5.00 | \$ 5,000.00 |
| 26 | CCDD TESTING & LPC-663 | LS | 1 | \$ 5,000.00 | \$ 5,000.00 |
| 27 | DUMPSTER ENCLOSURE | LS | 1 | \$ 20,000.00 | \$ 20,000.00 |
| 28 | BOLLARD, 6" DIAMETER (FIRE HYDRANT PROTECTION) | EACH | 2 | \$ 1,500.00 | \$ 3,000.00 |
| 29 | RAILING REPAIR/REPLACEMENT AT VAN EMMON | LS | 1 | \$ 10,000.00 | \$ 10,000.00 |
| 30 | RESTORATION | SY | 25 | \$ 75.00 | \$ 1,875.00 |
| 31 | RAILROAD PROTECTIVE LIABILITY INSURANCE | LSUM | 1 | \$ 7,000.00 | \$ 7,000.00 |
| 32 | COMED RELOCATE UNDERGROUND | LSUM | 1 | \$ 350,000.00 | \$ 350,000.00 |
| 33 | TRAFFIC CONTROL AND PROTECTION | LSM | 1 | \$ 10,000.00 | \$ 10,000.00 |
| | | | | SUBTOTAL | \$ 659,750.00 |
| | | | | CONTINGENCY (15%) | \$ 99,000.00 |
| | | | | TOTAL | \$ 758,750.00 |
| | | | | DESIGN ENGINEERING | \$ 68,300.00 |
| | | | | CONSTRUCTION ENGINEERING | \$ 68,300.00 |
| | | | | TOTAL PRELIMINARY COST ESTIMATE | \$ 895,350.00 |

Notice of Hearing

United City of Yorkville, Illinois Rebuild Illinois Shovel Ready Sites Grant

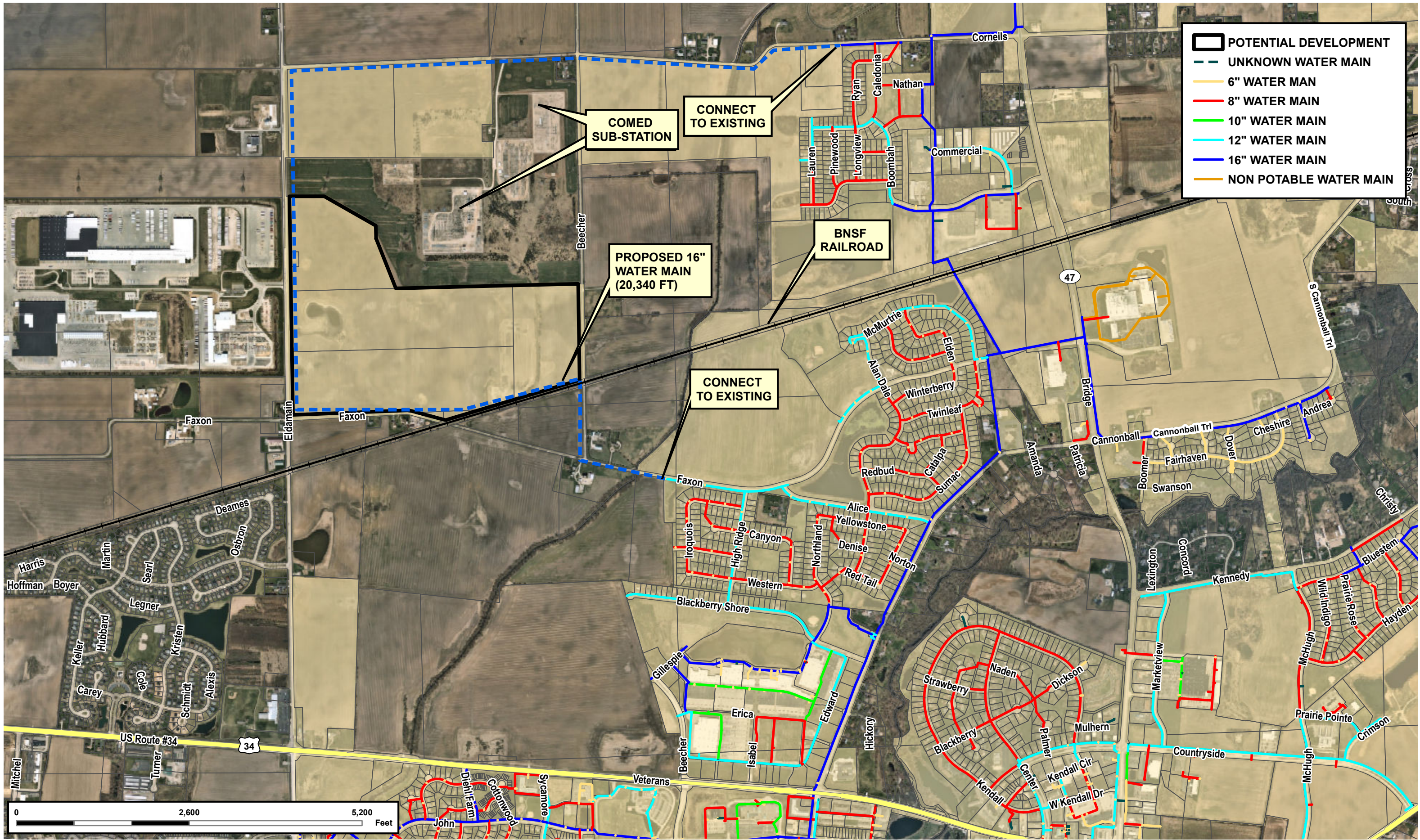
Notice is Hereby Given, the United City of Yorkville will hold a public hearing on July 28, 2020, at 7:00pm, in City Hall (800 Game Farm Road) to provide interested parties an opportunity to express their views on the proposed Rebuild Illinois Shovel Ready Sites Grant (RISRS) project. Persons with disabilities or non-English speaking persons who wish to attend the public hearing and need assistance should contact Erin Willrett, 800 Game Farm Road, 630-553-4350 no later than July 24, 2020. Every effort will be made to make reasonable accommodations for these persons.

On or about July 31, 2020, the United City of Yorkville intends to apply to the Illinois Department of Commerce and Economic Opportunity for a grant from the Rebuild Illinois program. This program is funded by state funds as included in the 2019 Capital Bill. These funds are to be used for a community development project that will include the following activities: Watermain replacement, sanitary rehabilitation, electrical lines buried, all in the Alley East of IL Route 47 in the 200 block. The total amount of Rebuild Illinois funds to be requested is \$895,350.00.

Information related to this project will be available for review prior to the public hearing as of July 17, 2020 at www.yorkville.il.us. Interested residents are invited to provide comments regarding these issues either at the public hearing or by prior written statement. Written comments should be submitted to Erin Willrett, ewillrett@yorkville.il.us or 800 Game Farm Road, Yorkville, IL 60560 no later than July 28, 2020 in order to ensure placement of such comments in the official record of the public hearing proceedings. This project will result in no displacement of any persons or businesses. For additional information concerning the proposed project, please contact Erin Willrett, 630-553-4350 or write to Erin Willrett, ewillrett@yorkville.il.us or 800 Game Farm Road, Yorkville, IL 60560.

Dated this 16th day of July 2020.

Lisa Pickering
City Clerk



POTENTIAL DEVELOPMENT

UNKNOWN WATER MAIN

6" WATER MAIN

8" WATER MAIN

10" WATER MAIN

12" WATER MAIN

16" WATER MAIN

NON POTABLE WATER MAIN



Engineering Enterprises, Inc.

52 Wheeler Road, Sugar Grove, IL 60554

| | |
|-----------------------|------------------------------------|
| JOB NO: | YO2020-C |
| DESIGNED: | NLS |
| DATE: | July 14, 2020 |
| PROJECT TITLE: | Potential Development - Water Main |

PRELIMINARY COST ESTIMATE - 16" Water Main

| ITEM NO. | ITEM | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|--|---|------|----------|--------------|------------------------|
| 1 | TREE REMOVAL | LSUM | 1 | \$ 5,000.00 | \$ 5,000.00 |
| 2 | STABILIZED CONSTRUCTION ENTRANCE | EACH | 8 | \$ 2,500.00 | \$ 20,000.00 |
| 3 | PERIMETER EROSION BARRIER | LF | 600 | \$ 5.00 | \$ 3,000.00 |
| 4 | CONNECTION TO EXISTING WATER MAIN, 12-INCH | EACH | 1 | \$ 5,000.00 | \$ 5,000.00 |
| 5 | CONNECTION TO EXISTING WATER MAIN, 16-INCH | EACH | 1 | \$ 6,000.00 | \$ 6,000.00 |
| 6 | WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 16-INCH | LF | 20,340 | \$ 100.00 | \$ 2,034,000.00 |
| 7 | BUTTERFLY VALVE IN 60-INCH VALVE VAULT, 16-INCH | EACH | 23 | \$ 7,000.00 | \$ 161,000.00 |
| 8 | FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ | EACH | 21 | \$ 5,000.00 | \$ 105,000.00 |
| 9 | BORE AND JACK 30" STEEL CASING PIPE (WATER MAIN NOT INCLUDED) | LF | 560 | \$ 600.00 | \$ 336,000.00 |
| 10 | DUCTILE IRON FITTINGS | LB | 10,860 | \$ 8.00 | \$ 86,880.00 |
| 11 | NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1 | TON | 500 | \$ 50.00 | \$ 25,000.00 |
| 12 | NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2 | TON | 500 | \$ 50.00 | \$ 25,000.00 |
| 13 | SELECT GRANULAR BACKFILL | CY | 300 | \$ 35.00 | \$ 10,500.00 |
| 14 | FOUNDATION MATERIAL | CY | 2,500 | \$ 50.00 | \$ 125,000.00 |
| 15 | WATER MAIN TESTING - PRESSURE AND DISINFECTION | LS | 1 | \$ 30,000.00 | \$ 30,000.00 |
| 16 | HOT-MIX ASPHALT PAVEMENT REMOVAL, FULL DEPTH | SY | 200 | \$ 15.00 | \$ 3,000.00 |
| 17 | HOT-MIX ASPHALT PAVEMENT PATCH, 6-INCH | SY | 200 | \$ 50.00 | \$ 10,000.00 |
| 18 | TOPSOIL, STRIP, STOCKPILE, AND REPLACEMENT | LF | 16,565 | \$ 10.00 | \$ 165,650.00 |
| 19 | RESTORATION | SY | 4,200 | \$ 10.00 | \$ 42,000.00 |
| 20 | RAILROAD PROTECTIVE LIABILITY INSURANCE | LS | 1 | \$ 5,000.00 | \$ 5,000.00 |
| 21 | TRAFFIC CONTROL AND PROTECTION | LS | 1 | \$ 25,000.00 | \$ 25,000.00 |
| SUBTOTAL | | | | | \$ 3,228,030.00 |
| CONTINGENCY (15%) | | | | | \$ 484,200.00 |
| TOTAL | | | | | \$ 3,712,230.00 |
| DESIGN ENGINEERING | | | | | \$ 334,200.00 |
| CONSTRUCTION ENGINEERING | | | | | \$ 334,200.00 |
| TOTAL PRELIMINARY COST ESTIMATE | | | | | \$ 4,380,630.00 |



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

Agenda Item Number

Public Works Committee #6

Tracking Number

PW 2020-47

Agenda Item Summary Memo

Title: Revisions to Title 7 Chapter 6 Sewer Use and Service

Meeting and Date: City Council – July 28, 2020

Synopsis: Consideration of approval of the revisions to Title 7 Chapter 6 Sewer Use and Service

Council Action Previously Taken:

Date of Action: PW 07-21-20 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2020-47

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: July 21, 2020
Subject: Revision to Title 7 Chapter 6 Sewer Use and Service

Summary

Attached you will find the staff recommended revisions to the City's Codified Ordinance Title 7 Chapter 6 Sewer Use and Service. Staff began meeting to revise this Chapter in the Fall of 2017 and reviewed it section by section. Engineering and Legal has also reviewed the recommended changes.

Background

The red-lined version is attached for your reference. A lot of the changes are updates to match the current practice of the department or to match current legislation. A few key revisions from the Ordinance are listed below:

- Throughout the document staff added a reference to the most recent City Subdivision Control Ordinance for a specification reference.
- All references to the Superintendent of Public Works have been changed to the Director of Public Works.
- All references to the City Treasurer have been changed to the Finance Director.
- Updated User Types to match the current Zoning Ordinance language.
- For engineering and installation of sewers, it has been updated to be in accordance with the Subdivision Control Ordinance Standards and Specifications.
- Updated construction specifications.
- Updated Overhead Sewer specifications.
- Requirement of separate sanitary and storm sewers.
- Remove the outdated process that a CPA review the sewer maintenance charge.
- Update the Bills section to match current practice of remittance.
- Updated Appeals process to match current practice.

A comparison from current to proposed language is listed below for your use. Several sections have been modified and a side-by-side comparison is used.

Proposed Change 1

- Section 7-6-1: Rules and Definitions:

CURRENT LANGUAGE

“Shall” is mandatory; “may” is permissible. Unless the context specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:

PROPOSED LANGUAGE

Except as otherwise provided herein, the Director of Public Works shall administer, implement, and enforce the provisions of this chapter. Any powers granted to or duties imposed upon the Director of Public Works may be delegated by the Director of Public Works to other City personnel.

Proposed Change 2

- Section 7-6-1: Rules and Definitions:

CURRENT LANGUAGE

Sanitary District: The Yorkville-Bristol sanitary district.

PROPOSED LANGUAGE

Sanitary District: The Yorkville-Bristol Sanitary District (“YBSD”). All properties annexed within YBSD boundaries are subject to the YBSD Main Ordinance, F.O.G.Fats, Oil and Grease (FOG) Ordinance, and other YBSD documents, as found at www.YBSD.org, and these documents will supersede all conflicting statements and requirements herein.

Proposed Change 3

- Section 7-6-1: Rules and Definitions:

CURRENT LANGUAGE

USER TYPES:

Nonresidential User

Commercial Users

Institutional/governmental users

Residential User

User Class: The type of user, either residential or nonresidential as defined herein.

PROPOSED LANGUAGE

A. *User Types: Commercial users identified in Table 10.06.03 Business Uses in Section 10-6-0 of the City of Yorkville's Zoning Ordinance.*

| | |
|---------------------------------------|--|
| Chapter 12, article A | O, office district |
| Chapter 12, article B | B-1, local business district |
| Chapter 12, article C | B-2, retail commerce business district |
| Chapter 12, article D | B-3, general business district |
| Chapter 12, article E | B-4, service business district |

B. *Institutional/governmental users identified in Table 10.06.02 Institutional Uses in Section 10-6-0 of the City of Yorkville's Zoning Ordinance.*

C. *Residential users identified in Table 10.06.01 Residential Uses in Section 10-6-0 of the City of Yorkville's Zoning Ordinance.*

| | |
|---------------------------------------|--|
| Chapter 11, article A | E-1, estate district |
| Chapter 11, article B | R-1, single-family suburban residence district |
| Chapter 11, article C | R-2, single-family traditional residence district |
| Chapter 11, article D | R-2D, duplex, two-family attached residence district |
| Chapter 11, article E | R-3, multi-family attached residence district |
| Chapter 11, article F | R-4, general multi-family residence district |

D. *Industrial users:*

| | |
|--|--|
| <u>Chapter 13, article A</u> | <i>M-1, limited manufacturing district</i> |
| <u>Chapter 13, article B</u> | <i>M-2, general manufacturing district</i> |

Proposed Change 4

- Section 7-6-1: Rules and Definitions

CURRENT LANGUAGE

Major Contributing Industry: An industrial user of the publicly owned treatment works that: a) has a flow of fifty thousand (50,000) gallons or more per average workday; b) has a flow greater than ten percent (10%) of flow carried by the Municipal system receiving the waste; c) has in its waste, a toxic pollutant in toxic amounts as defined in standards issued under section 307(a) of the Federal Act; d) is found by the permit issuant authority, in connection with the issuance of the NPDES permit to the publicly owned treatment works receiving the waste, to have significant impact, either singly or in combination with other contributing industries, on that treatment works or upon the quality of effluent from that treatment works.

PROPOSED LANGUAGE

Major Contributing Industry: An industrial user of the publicly owned treatment works that: a) has a flow of twenty-five thousand (25,000) gallons or more per average workday; b) has an organic loading flow greater than ten percent (10%) of an organic loading flow carried by the Municipal system receiving the waste; c) has in its waste, a toxic pollutant in toxic amounts as defined in standards issued under section 307(a) of the Federal Act; d) is found by the permit issuant authority, in connection with the issuance of the NPDES permit to the publicly owned treatment works receiving the waste, to have significant impact, either singly or in combination with other contributing industries, on that treatment works or upon the quality of effluent from that treatment works.

Proposed Change 5

- Section 7-6-3 Private Sewage Disposal

PROPOSED DELETION

A. Private Systems Permitted: Where a public sanitary (or combined) sewer is not available under the provisions of subsection 7-6-2D of this Chapter, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this Section.

B. Permit Requirements; Fees: Before commencement of construction of a private sewage disposal system, the owner shall first apply for a special use permit from the Yorkville Plan Commission¹. Only upon recommendation of the Plan Commission and approval by City Council shall a private sewage disposal facility be allowed. City Council shall authorize the Mayor to sign such a permit. Application shall be made on a form furnished by the City, attached to Ordinance 1992-6 on file in the office of the City Clerk, which the applicant shall supplement by any plans, specifications and other information as deemed necessary. A permit and inspection fee of twenty dollars (\$20.00) shall be paid to the City at the time the application is filed.

C. Inspections: A permit for a private sewage disposal system shall not become effective until the installation is completed in accordance with the approved plans and specifications. The Building Inspector shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the Building Inspector when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within twenty four (24) hours of the receipt of written notice by the City.

PROPOSED LANGUAGE

A. *Adoption of Code. There is adopted by the City Council those certain codes, three copies of which have been and which are now on file in the Office of the Clerk of the City, which are known as the Illinois State Plumbing Code and the Private Sewage Disposal Licensing Act, the same being hereby adopted and incorporated as fully as if set out at length herein.*

B. *Where a public sanitary sewer is not available under the provisions of this Chapter, the building sanitary sewer shall be connected to a private sewage disposal system complying with the provisions of the section.*

C. *Permit and Fee. No construction shall be permitted for any private sewage disposal system or for any building to be served by a private sewage disposal system, within the City limits, unless a permit for private sewage disposal system has first been obtained from Kendall County Health Department. In addition, no permit will be issued unless the construction is to be done by an Illinois Department of Public Health licensed private sewage disposal system contractor. All percolation tests and private sewage disposal system plans shall be completed in conformance with Kendall County regulations, based on location of property and shall conform to City ordinances. No criteria shall be less stringent than the criteria of the Illinois State Plumbing Code, 225 ILCS 320/1 and the Private Sewage Disposal Licensing Act, 225 ILCS 225/1. Percolation tests shall be conducted and evaluated under the supervision of a registered professional engineer licensed to practice in Illinois.*

D. *Inspections and Cleaning. All private sewage disposal systems installed and operated within the City limits may be subject to inspection by the City, to determine if the system is functioning properly and which determination shall include, but not be limited to, a finding concerning the following:*

- 1. Contaminated surface or ground water;*
- 2. Odorant production;*
- 3. Depth of sludge in the septic tank;*
- 4. Clogged seepage field;*
- 5. Improper draining of the plumbing fixtures as a result of clogged septic tank and/or seepage field;*
- 6. Contaminated footing drain sump water.*

If, after inspection, it is determined that the private sewage system is not functioning properly, the owner and/or occupant shall be notified in writing to have the necessary work performed to correct the malfunction. If modifications to the system are required and are allowable, pursuant to the Illinois State Plumbing Code and the Private Sewage Disposal Licensing Act and Code, both as modified herein, said modifications shall be done by a licensed private sewage disposal contractor. The owner and/or occupant shall be given a reasonable amount of time. It is the responsibility of the property owner and occupant to have the septic tank cleaned no less than once every five years. The City may require the property owner to submit a copy of the paid bill for such cleaning and services rendered by a licensed private sewage disposal contractor. The City may maintain a file system to inform property owners and occupants of the necessity for cleaning the septic tank.

E. *In the event the malfunction cannot be corrected by cleaning and the property is within two hundred fifty (250) feet of an accessible public sewer system, the private system shall be disconnected and connection made to the public sewer system.*

Proposed Change 6

- Section 7-6-2: Private Sewage Disposal

CURRENT LANGUAGE

When a private sewage disposal system is abandoned within the Yorkville corporate limits, it shall be cleaned of sludge and filled with clean, bank-run gravel or dirt.

PROPOSED LANGUAGE

When a private sewage disposal system is abandoned within the Yorkville corporate limits, it shall be abandoned with the rules and regulations of the Kendall County Health Department.

Proposed Change 7

- Section 7-6-4: Building Sewer and Connections.
- Proposed Title: *Sewers, Engineering, Installation and Connections*

Proposed Change 8

- Proposed Title: Section 7-6-4 Sewers, Engineering, Installation and Connections

PROPOSED ADDITION

All sanitary and storm sewer systems shall be engineered and installed in accordance with the Subdivision Control Ordinance Standards and Specifications, respectively, of the United City of Yorkville Municipal Code.

Proposed Change 9

- Proposed Title: Section 7-6-4 Sewers, Engineering, Installation and Connections

PROPOSED ADDITION

B. Use Of Old Building Sewers: Old building sewers may be used in connection with new buildings only when they are found, on examination and test approved by the Public Works Department Director or his designee, to meet all requirements of this Chapter requirements as outlined below:

1. All sanitary sewer pipe materials shall conform to the latest applicable ANSI(American National Standards Institute), ASTM (American Society for Testing and Materials), AWWA(American Water Works Association) , AASHTO (American Association of State Highway Transportation Officials), or other nationally accepted standards. Only the following sanitary sewer pipe and joint materials are approved for use in the United City of Yorkville, Illinois:

- a. Class 50 ductile iron pipe conforming to ANSI/AWWA C151/A.21.51-02 (or latest edition) with joints conforming to ANSI/AWWA C111/A.21.11-00 (or latest edition).*
 - b. Polyvinyl chloride (PVC) pipe (6 inch -16 inch) conforming to ASTM D2241-05 (or latest edition) (SDR 26 – sewer depth between 4-20 feet and SDR 21 for depths between 20-25 feet) with joints conforming to ASTM D3139-98 (2005) or latest edition.*
 - c. Solvent cement joints will not be allowed in the United City of Yorkville.*
 - d. Pipe shall be clearly marked as follows at intervals of 5 feet or less:*
 - i. Manufacture's name or trademark and code*
 - ii. Nominal pipe size*
 - iii. The PVC cell classification, for example 12454-B*
 - iv. The legend "Type IPS SDR-26 PVC 1120 Sewer Pipe"*
 - v. This designation "Specification D-2241" PVC Pipe shall be SDR 26. For sewer depths between 20 and 25 feet, SDR 21 shall be provided.*
 - vi. Higher SDR numbers will only be allowed with the approval of the City Engineer.*
 - e. PVC FITTINGS All PVC fittings shall comply with ASTM F1970-05 (or latest edition) and fittings shall be clearly marked as follows:*
 - i. Manufacturer's name or trademark*
 - ii. Nominal size*
 - iii. The material designation PVC or IPS (iron pipe size), and this designation "Specification D2241" Fitting shall be molded for pipe sizes between 6 inches and 8 inches in diameter, and fabricated fittings for 10" to 16" in diameter.*
 - iv. A minimum of 150 psi pressure class shall be provided. PVC fittings shall be SDR 26.*
 - v. Higher SDR numbers will only be allowed with the approval of the City Engineer.*
 - vi. Fittings shall be required to pass the same inspection and testing requirements of the PVC pipe.*
- 1. CONNECTING DISSIMILAR PIPE MATERIALS*
- a. Joints connecting dissimilar pipe materials shall be made with sewer clamp non-shear type couplings; Cascade CSS, Romac LSS, Fernco, Inc. Shear Ring or*

approved equal. When available, a standard joint with a transition gasket may be used. The name of the manufacturer, class, and date of issue shall be clearly identified on all sections of pipe. The contractor shall also submit bills of lading, or other quality assurance documentation when requested by the City Engineer.

Proposed Change 10

- Proposed Title: Section 7-6-4 Sewers, Engineering, Installation and Connections

CURRENT LANGUAGE

2. Where gravity sewers are NOT possible, the building shall be served with an overhead sanitary sewer. The depth shall be sufficient to afford protection from frost. The building sewer shall be laid at uniform grade in a straight alignment insofar as possible. Changes in direction shall be made only with properly curved pipe and fittings.

PROPOSED LANGUAGE

2. *An overhead sewer shall be required to be constructed in the lowest level of all new structures where the lowest level is three feet below the elevation of the crown of the street adjacent to the structure when such structures contain a toilet or shower facility within the lowest level. Plumbing fixtures to be served by an overhead sewer shall drain into an ejection pit with pump and tight seal lid which meets the requirements of the Illinois State Plumbing Code. The ejector pit shall be properly sealed, vented and located to receive sewage by gravity flow from which the liquid shall be lifted and discharged into the sanitary sewer service. The discharge size of the pump shall be a minimum of two inches, and discharge line shall be equipped with a backwater check valve, and ball valve. Plumbing fixtures above the aforesaid elevation shall drain entirely by gravity and shall not be drained through the ejection pit.*

Proposed Change 11

- Proposed Title: Section 7-6-4 Sewers, Engineering, Installation and Connections

CURRENT LANGUAGE

Connections To Public Sewer:

1. The applicant for the building sewer permit shall notify the City when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the Superintendent of Public Works or his representative.

PROPOSED LANGUAGE

Connections To Public Sewer:

1. *The applicant for the building sewer permit shall notify the City when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the Director of Public Works or his designee. A minimum of twenty-four (24) hours notice is required.*

2. *It is unlawful to construct combined sewers or other facilities intended to receive both runoff and sewage. Separate sanitary sewers and separate storm sewers shall be provided.*

3. *It is unlawful for any person owning or in possession of real estate to connect, permit to be connected or permit to remain connected any sewer to a public sanitary sewer which sewer receives roof drainage, foundation drainage, surface water or groundwater.*

Proposed Change 12

- Proposed Title: Section 7-6-4 Sewers, Engineering, Installation and Connections

PROPOSED ADDITION – Discharge Into System:

3. *Owner and occupant responsibility for maintenance. The owner and occupant of the premises served by the public sewer system shall jointly and severally properly maintain and operate a building service sewer, house connection or sanitary sewer line to the point of connection to the City sewer system main line. Maintenance means keeping the sanitary sewer connection, sewer lines and other sewer facilities in satisfactory working condition and in a good state of repair (including but not limited to preventing any obstruction of extraneous material or flows from entering said facilities, protecting said facilities from any damage and keeping same free from defects or malfunctions), and making necessary provisions and taking necessary precautions to assure that said sewer facilities are at all times capable of satisfactorily performing the services and adequately discharging the facilities are intended to perform, discharge or produce.*

Proposed Change 13

- Title Section 7-6-6-5: Bills for Service; Delinquencies

CURRENT LANGUAGE

Rendering Bills: Bills for sewer service shall be sent out by the finance director on the first day of the month succeeding the bimonthly period for which the service is billed. All sewer bills are due and payable thirty (30) days after being sent out. Penalties for delinquent bills shall be added as provided in subsection 7-7-1C of this title. (Ord. 2014-18, 5-13-2014)

B. Payment Of Bills; Liability For Service: The rates or charges for service shall be payable bimonthly. The owner of the premises, the occupant thereof and the user of the service shall be jointly and severally liable to pay for the service to such premises and the service is furnished to the premises by the city only upon the condition that the owner of the premises, occupant and user of the services are jointly and severally liable therefor to the city.

C. Delinquencies:

1. Discontinuance Of Service: If the charges for such services are not paid within thirty (30) days after the rendition of the bill for such services, such services shall be discontinued without further notice and shall not be reinstated until all claims are settled.
2. Lien; Notice Of Delinquency:
 - a. Whenever a bill for sewer service remains unpaid for one hundred eighty (180) days after it has been rendered, the city treasurer shall file with the county recorder of deeds a statement of lien claim. This statement shall contain the legal description of the premises served, the amount of the unpaid bill and a notice that the city claims a lien for this amount as well as for all charges subsequent to the period covered by the bill.
 - b. If the user, whose bill is unpaid, is not the owner of the premises, and city treasurer has notice of this, notice shall be mailed to the owner of the premises if his address be known to the treasurer, whenever such

bill remains unpaid for a period of ninety (90) days after it has been rendered.

- c. The failure of the city treasurer to record such lien or to mail such notice or the failure of the owner to receive such notice shall not affect the right to foreclose the lien for unpaid bills as mentioned in the foregoing section.
3. Foreclosure Of Lien: Property subject to a lien for unpaid charges shall be sold for nonpayment of the same and proceeds of the sale shall be applied to pay the charges, after deducting costs, as is the case in the foreclosure of statutory liens. Such foreclosure shall be by bill in equity in the name of the city. The city attorney is hereby authorized and directed to institute such proceedings in the name of the city in any court having jurisdiction over such matters against any property for which the bill has remained unpaid for one hundred eighty (180) days. (Ord. 1992-6, 4-23-1992)

PROPOSED LANGUAGE

- A. *Payment, First Notice: First notice bills for sewer service shall be mailed on or about January 1, March 1, May 1, July 1, September 1, and November 1 of each year, and all first notice bills and charges for sewer service and other services are payable at the Office of the Finance Director within thirty-five (35) days of the date of mailing.*

Proposed Change 14

- Section 7-6-6-7: Books and Records; Audits

CURRENT LANGUAGE

A. Accounts: The city treasurer shall establish a proper system of accounts and shall keep proper books, records, and accounts in which complete and correct entries shall be made of all transactions relative to the sewerage system, and at regular annual intervals the treasurer shall cause to be made an audit by an independent auditing concern of the books to show the receipts and disbursements of the sewerage system.

B. Annual Audit: In addition to the customary operating statements, the annual audit report shall also reflect the revenues and operating expenses of the sewer maintenance fund, including a replacement cost, to indicate that sewer service charges under the waste cost recovery system do in fact meet these regulations. In this regard, the financial information to be shown in the audit report shall include the following:

1. Flow data showing total gallons received at the wastewater plant for the current fiscal year.
2. Billing data to show total number of gallons billed per fiscal year.
3. Debt service for the next succeeding fiscal year.
4. Number of users connected to the system.
5. Number of nonmetered users.
6. A list of users discharging nondomestic and industrial wastes and volume of waste discharged.

C. Access To Records: The IEPA or USEPA or their authorized representative shall have access to any books, documents, papers and records of the city which are applicable to the city system of user charges for the purpose of making audit, examination, excerpts and transcriptions thereof to ensure compliance with the terms of: special and general conditions to any state grant, federal regulations and conditions of the federal grant and loan agreement and rules of any state loan. (Ord. 1992-6, 4-23-1992)

PROPOSED LANGUAGE

A. *Right Of Access; Use Inspection: The United City of Yorkville and its employees and the Illinois Environmental Protection Agency shall have ready access at all reasonable times to the premises, places or buildings where sewer service is supplied for the purpose of inspecting, examining and testing the consumption, use and flow of sewer, and it shall be unlawful for any person to interfere with, prevent or obstruct the United City of Yorkville or its duly authorized agent or the Illinois Environmental Protection Agency in its duties hereunder. Every user of the system shall take the same upon the conditions prescribed in this section.*

B. *Access To Records: The IEPA or its authorized representative shall have access to any books, documents, papers and records of the United City of Yorkville, which are applicable to the sewer system, of user charges for the purpose of making audit, examination, excerpts and transcriptions thereof to ensure compliance with the terms of any loan obtained from the IEPA under its Public Water Supply (PWS) Loan Program.*

Proposed Change 15

- Section 7-6-6-9: Appeals

CURRENT LANGUAGE:

The method for computation of rates and service charges established for user charges in this section 7-6-6 shall be made available to a user within thirty (30) days of receipt of a written request for such. Any disagreement over the method used or in the computations thereof shall be remedied by a court of law after notification of a formal written appeal outlining the discrepancies. (Ord. 1992-6, 4-23-1992)

PROPOSED LANGUAGE:

Users shall be provided the method for computing rates and service charges within fourteen (14) days of written request. City shall make best efforts to remedy any disagreement with the method used or the computations made within thirty (30) days of a formal written appeal outlining the discrepancies.

Recommendation

Staff recommends approval of the attached revision to Title 7 Chapter 6 Sewer Use and Service to the City's Codified Ordinances.

7-6-1: RULES AND DEFINITIONS: 🌐 📄 🖨️

~~"Shall" is mandatory; "may" is permissible. Unless the context specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:~~

~~Except as otherwise provided herein, the Director of Public Works shall administer, implement, and enforce the provisions of this chapter. Any powers granted to or duties imposed upon the Director of Public Works may be delegated by the Director of Public Works to other City personnel.~~

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FEDERAL GOVERNMENT:

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Administrator: The administrator of the U.S. environmental protection agency.

Federal Act: The federal clean water act (33 USC 466 et seq.) as amended. (Pub. L. 95-217)

Federal Grant: The U.S. government's participation in the financing of the construction of treatment works as provided for by title II - grants for construction of treatment works of the act and implementing regulations.

LOCAL GOVERNMENT:

City: The United City Of Yorkville.

Sanitary District: The Yorkville-Bristol Sanitary District ("YBSD"). All properties annexed within YBSD boundaries are subject to the YBSD Main Ordinance, F.O.G-Fats, Oil and Grease (FOG) Ordinance, and other YBSD documents, as found at www.YBSD.org, and these documents will supersede all conflicting statements and requirements herein.

NPDES PERMIT: Any permit or equivalent document or requirements issued by the administrator or, where appropriated by the director, after enactment of the federal clean water act to regulate the discharge of pollutants pursuant to section 402 of the federal act.

PERSON: Any and all persons, natural or artificial including any individual, firm, company, municipal or private corporation, association, society, institution, enterprise, governmental agency or other entity.

STATE GOVERNMENT:

Director: The director of the Illinois environmental protection agency.

State Act: The Illinois antipollution bond act of 1970.

State Grant: The state of Illinois' participation in the financing of the construction of treatment works

as provided for by the Illinois antipollution bond act and for making such grants as filed with the secretary of state of the state of Illinois.

TREATMENT:

Pretreatment: The treatment of wastewaters from sources before introduction into the wastewater treatment works.

Wastewater Treatment Works: An arrangement of devices and structures for treating wastewater, industrial wastes and sludge. Sometimes used as synonymous with "waste treatment plant" or "wastewater treatment plant" or "pollution control plant".

TYPES OF CHARGES:

Debt Service Charge: The amount to be paid each billing period for payment of interest, principal and coverage of loans outstanding.

User Charge: A charge levied on all users of the Yorkville sanitary sewer system as outlined in Section 7-6-6 of this Chapter for the cost of operation, maintenance and replacement.

USER TYPES:

~~Nonresidential User:~~ User types s shall include the following:

A. ~~A-~~ Commercial users ~~including transit lodging, retail and wholesale establishments or places engaged in selling merchandise or rendering services~~ identified in Table 10.06.03 Business Uses in Section 10-6-0 of the City of Yorkville's Zoning Ordinance.

| | |
|------------------------------|---|
| <u>Chapter 12, article A</u> | <u>O, office district</u> |
| <u>Chapter 12, article B</u> | <u>B-1, local business district</u> |
| <u>Chapter 12, article C</u> | <u>B-2, retail commerce business district</u> |
| <u>Chapter 12, article D</u> | <u>B-3, general business district</u> |
| <u>Chapter 12, article E</u> | <u>B-4, service business district</u> |

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B. Institutional/governmental users ~~including schools, churches, penal institutions and users associated with Federal, State and local governments identified in Table 10.06.02 Institutional Uses in Section 10-6-0 of the City of Yorkville's Zoning Ordinance.~~

C. Residential users identified in Table 10.0601 Residential Uses in Section 10-6-0 of the City of Yorkville's Zoning Ordinance. ~~User: All dwelling units such as houses, mobile homes, apartments or permanent multi-family dwellings.~~

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| | |
|------------------------------|---|
| <u>Chapter 11, article A</u> | <u>E-1, estate district</u> |
| <u>Chapter 11, article B</u> | <u>R-1, single-family suburban residence district</u> |
| <u>Chapter 11, article C</u> | <u>R-2, single-family traditional residence district</u> |
| <u>Chapter 11, article D</u> | <u>R-2D, duplex, two-family attached residence district</u> |
| <u>Chapter 11, article E</u> | <u>R-3, multi-family attached residence district</u> |
| <u>Chapter 11, article F</u> | <u>R-4, general multi-family residence district</u> |

D. Industrial users:

| | |
|------------------------------|--|
| <u>Chapter 13, article A</u> | <u>M-1, limited manufacturing district</u> |
| <u>Chapter 13, article B</u> | <u>M-2, general manufacturing district</u> |

User Class: ~~The type of user, either residential or nonresidential as defined herein.~~

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Eric – please confirm what tables (10.06) should be in each category.

WASTEWATER AND ITS CHARACTERISTICS:

BOD (~~Denoting~~ Biochemical Oxygen Demand): The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees Celsius (20°C), expressed in milligrams per liter.

Building Drain: That part of the lowest piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer or other approved point of discharge, beginning five feet (5') (1.5 m) outside the inner face of the building walls.

Building Sewer: The extension from the building drain to the public sewer or other place of disposal.

Combined Sewer: A sewer which is designed and intended to receive wastewater, storm, surface and ground water drainage.

Control Manhole: A structure located on a site from which industrial wastes are discharged. Where feasible, the manhole shall have an interior drop. The purpose of a "control manhole" is to provide access for the City or sanitary district representative to sample and/or measure discharges.

Easement: An acquired legal right for the specific use of land owned by others.

Effluent Criteria: Are defined in any applicable NPDES permit.

Floatable Oil: Oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.

Garbage: Solid wastes from the domestic and commercial preparation, cooking and dispensing of food and from the handling, storage and sale of food.

Industrial Waste: Any solid, liquid or gaseous substance discharged, permitted to flow or escaping from any industrial, manufacturing, commercial or business establishment or process or from the development, recovery or processing of any natural resource as distinct from sanitary sewage.

Major Contributing Industry: An industrial user of the publicly owned treatment works that: a) has a flow of ~~fifty-twenty-five~~ thousand (~~5025~~,000) gallons or more per average workday; b) has a ~~flow-an~~ organic loading flow greater than ten percent (10%) of ~~an organic loading~~ the flow flow carried by the Municipal system receiving the waste; c) has in its waste, a toxic pollutant in toxic amounts as defined in standards issued under section 307(a) of the Federal Act; d) is found by the permit issuant authority, in connection with the issuance of the NPDES permit to the publicly owned treatment works receiving the waste, to have significant impact, either singly or in combination with other contributing industries, on that treatment works or upon the quality of effluent from that treatment works.

Milligrams Per Liter: A unit of the concentration of water or wastewater constituent. It is 0.001 g of the constituent in one thousand milliliters (1,000 ml) of water. It has replaced the unit formerly used commonly, parts per million, to which it is approximately equivalent, in reporting the results of water and wastewater analysis.

Outlet: Each floor drain, washbasin, wash fountain, toilet, urinal, shower, air-conditioner drain, water cooler, dentist tray drain or other similar plumbing fixture and any orifice of any machine, vessel tank of any kind, manifolded or simply, through which waste may flow into a sewer; the flow of which ultimately is processed by Water Pollution Control of the Yorkville-Bristol Sanitary District.

ppm: Parts per million by weight.

pH: The logarithm (base 10) of the reciprocal of the hydrogen-ion concentration expressed by one of the procedures outlined in the IEPA Division of Laboratories Manual of Laboratory Methods.

Population Equivalent: A term used to evaluate the impact of industrial or other wastes on a treatment works or stream. One population equivalent is one hundred (100) gallons of sewage per day, containing seventeen one-hundredths (0.17) pounds of BOD and twenty one-hundredths (0.20) pounds of suspended solids.

Properly Shredded Garbage: The wastes from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch ($\frac{1}{2}$ ") (1.27 cm) in any dimension.

Public Sewer: A sewer provided by or subject to the jurisdiction of the City. It shall also include sewers within or outside the City boundaries that serve one or more persons and ultimately discharge into the City sanitary sewer system, even though those sewers may not have been constructed with City funds.

Sanitary Sewer: A sewer that conveys sewage or industrial wastes or a combination of both and into which storm, surface and ground waters or polluted industrial wastes are not intentionally admitted.

Sewage: Is used interchangeably with "wastewater".

Sewer: A pipe or conduit for conveying sewage or any other waste liquids, including storm, surface and ground water drainage.

Sewerage: The system of sewers and appurtenances for the collection, transportation and pumping of sewage.

Slug: Any discharge of water, sewage or industrial waste which in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes, more than five (5) times the average twenty four (24) hour concentration or flows during normal operation.

Storm Sewer: A sewer that carries storm, surface and ground water drainage but excludes sewage and industrial wastes other than unpolluted cooling water.

Storm Water Runoff: That portion of the precipitation that is drained into the sewers.

Suspended Solids (SS): Solids that either float on the surface of or are in suspension in water, sewage or industrial waste and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in the IEPA Division of Laboratories Manual of Laboratory Methods.

Toilet: A bathroom, restroom or other facility having no more than three (3) outlets as defined herein.

Unpolluted Water: Water quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.

Wastewater: The spent water of a community. From this standpoint of course, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with any ground water, surface water and storm water that may be present.

Water Quality Standards: Are defined in the Water Pollution Regulations of Illinois.

WASTEWATER FACILITIES: The structures, equipment and processes required to collect, carry away and treat domestic and industrial wastes and transport effluent to a watercourse.

WATERCOURSE AND CONNECTIONS:

Natural Outlet: Any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.

Watercourse: A channel in which a flow of water occurs, either continuously or intermittently. (Ord. 1992-6, 4-23-1992; amd. Ord. 1996-11, 9-12-1996, eff. 11-1-1996)

7-6-2: USE OF PUBLIC SEWERS REQUIRED:

~~A. It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the City or in any area under the jurisdiction of said City any human or animal excrement, garbage or other objectionable waste.~~

AB. It shall be unlawful to discharge to any natural outlet within the City or in any area under the jurisdiction of said City, any sewage or other polluted water, except where suitable treatment has been provided in accordance with subsequent provisions of this Chapter.

BC. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage.

CD. The owner of each house, building or property used for human occupancy, employment, recreation or other purpose which is situated within the City or is within one and one-half ($1\frac{1}{2}$) miles of the corporate limits of Yorkville and abutting on any street, alley or right of way in which there is now located or may in the future be located any public sanitary sewer of the City, is hereby required at his/her expense to install suitable sanitary facilities therein, and to connect such facilities directly to the Yorkville sanitary sewer system in accordance with the provisions of this Chapter, within ninety (90) days after date of official notice to do so, provided that said public sewer is within two hundred fifty feet (250') of the property line, for single-family homes and zoning lots. Proposed multi-family zoning lots, residential subdivisions and commercial or industrial zoning lots within one and one-half ($1\frac{1}{2}$) miles of the corporate limits of Yorkville shall be connected to the Yorkville sanitary sewer system at the owner's expense if the property is within two hundred fifty feet (250') of said public sanitary sewer for each proposed lot or for each proposed family unit in the case of multi-family zoning lots. (Example: A 10 lot subdivision is required to be connected to sanitary sewer facilities if it is within 2,500 feet of existing sewer facilities.) (Ord. 1992-6, 4-23-1992)

7-6-3: PRIVATE SEWAGE DISPOSAL, Regulations and Adoption of Code:

~~A. Private Systems Permitted: Where a public sanitary (or combined) sewer is not available under the provisions of subsection 7-6-2D of this Chapter, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this Section.~~

~~B. Permit Requirements; Fees: Before commencement of construction of a private sewage disposal system, the owner shall first apply for a special use permit from the Yorkville Plan Commission⁴. Only upon recommendation of the Plan Commission and approval by City Council shall a private sewage disposal facility be allowed. City Council shall authorize the Mayor to sign such a permit. Application shall be made on a form furnished by the City, attached to Ordinance 1992-6 on file in the office of the City Clerk, which the applicant shall supplement by any plans, specifications and other information as deemed necessary. A permit and inspection fee of twenty dollars (\$20.00) shall be paid to the City at the time the application is filed.~~

~~C. Inspections: A permit for a private sewage disposal system shall not become effective until the installation is completed in accordance with the approved plans and specifications. The Building Inspector shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the Building Inspector when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within twenty four (24) hours of the receipt of written notice by the City.~~

~~D. Construction Specifications: The type, capacities, location and layout of a private sewage disposal system shall comply with all recommendations of the State of Illinois Private Sewage Disposal Licensing Act and Code² and with the State of Illinois Environmental Protection Agency. No permit shall be issued for any private sewage disposal system employing subsurface soil absorption facilities where the area of the lot is less than forty three thousand five hundred sixty (43,560) square feet (1 acre). No septic tank or cesspool shall be permitted to discharge to any natural outlet.~~

A. Adoption of Code. There is adopted by the City Council those certain codes, three copies of which have been and which are now on file in the Office of the Clerk of the City, which are known as the Illinois State Plumbing Code and the Private Sewage Disposal Licensing Act, the same being hereby adopted and incorporated as fully as if set out at length herein.

B. Where a public sanitary sewer is not available under the provisions of this Chapter, the building sanitary sewer shall be connected to a private sewage disposal system complying with the provisions of the section.

C. Permit and Fee. No construction shall be permitted for any private sewage disposal system or for any building to be served by a private sewage disposal system, within the City limits, unless a permit for private sewage disposal system has first been obtained from Kendall County Health Department. In addition, no permit will be issued unless the construction is to be done by an Illinois Department of Public Health licensed private sewage disposal system contractor. All percolation tests and private sewage disposal system plans shall be completed in conformance with Kendall County regulations, based on location of property and shall conform to City ordinances. No criteria shall be less stringent than the criteria of the Illinois State Plumbing Code, 225 ILCS 320/1 and the Private Sewage Disposal

Licensing Act, 225 ILCS 225/1. Percolation tests shall be conducted and evaluated under the supervision of a registered professional engineer licensed to practice in Illinois.

~~A. Adoption of Code. There is adopted by the City Council these certain codes, three copies of which have been and are now on file in the Office of the Clerk of the City, which are known as the Illinois State Plumbing Code and the Private Sewage Disposal Licensing Act, the same being hereby adopted and incorporated as fully as if set out at length herein.~~

D. Inspections and Cleaning. All private sewage disposal systems installed and operated within the City limits may be subject to inspection by the City, to determine if the system is functioning properly and which determination shall include, but not be limited to, a finding concerning the following:

1. Contaminated surface or ground water;
2. Odorant production;
3. Depth of sludge in the septic tank;
4. Clogged seepage field;
5. Improper draining of the plumbing fixtures as a result of clogged septic tank and/or seepage field;
6. Contaminated footing drain sump water.

If, after inspection, it is determined that the private sewage system is not functioning properly, the owner and/or occupant shall be notified in writing to have the necessary work performed to correct the malfunction. If modifications to the system are required and are allowable, pursuant to the Illinois State Plumbing Code and the Private Sewage Disposal Licensing Act and Code, both as modified herein, said modifications shall be done by a licensed private sewage disposal contractor. The owner and/or occupant shall be given a reasonable amount of time. It is the responsibility of the property owner and occupant to have the septic tank cleaned no less than once every five years. The City may require the property owner to submit a copy of the paid bill for such cleaning and services rendered by a licensed private sewage disposal contractor. The City may maintain a file system to inform property owners and occupants of the necessity for cleaning the septic tank.

E. In the event the malfunction cannot be corrected by cleaning and the property is within two hundred fifty (250) feet of an accessible public sewer system, the private system shall be disconnected and connection made to the public sewer system.

F. ~~E~~-Connection To Public Sewer:

1. ~~4~~-At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in subsection 7-6-2D of this Chapter and upon failure of that septic system as determined by the ~~Building Inspector~~Public Works Director or designee, a direct connection shall be made to the public sewer in compliance with this Chapter within ninety (90) days. Any septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned and filled with suitable material.
2. ~~2~~-When a private sewage disposal system is abandoned within the Yorkville corporate limits, it shall ~~be abandoned with the rules and regulations of the Kendall County Health Department. be cleaned of sludge and filled with clean, bank-run gravel or dirt.~~

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~~G. F.~~ Responsibility Of Owner: The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times and at no expense to the City.

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~~H. G.~~ Provisions Nonlimiting: No statement contained in this Section shall be construed to interfere with any additional requirements that may be imposed by the County Health Department. (Ord. 1992-6, 4-23-1992)

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7-6-4: ~~BUILDING SEWERS~~ **ENGINEERING, INSTALLATION AND CONNECTIONS**³:



All sanitary and storm sewer systems shall be engineered and installed in accordance with the Subdivision Control Ordinance Standards and Specifications, respectively, of the United City of Yorkville Municipal Code.

A. Permit Requirements; Fee:

~~1. 1.~~ Permit Required: No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the City.

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~~2. 2.~~ Classification Of Permits:

~~a. a.~~ There shall be two (2) classes of building sewer permits:

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~~1) 1)~~ Residential wastewater service, and

~~2) 2)~~ Commercial, institutional/governmental or industrial wastewater

service as outlined in the classification definitions in Section 10-6-0 of the City of Yorkville's Zoning Ordinance. (Ord. 1992-6, 4-23-1992)

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~~3. 3.~~ Restrictions On Issuance Of Permit: A building sewer permit will only be issued and a sewer connection shall only be allowed if it can be demonstrated, by the petitioner, that the downstream sewerage facilities, including sewers, pump stations and wastewater treatment facilities, have sufficient capabilities to process the additional anticipated waste load.

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B. Use Of Old Building Sewers: Old building sewers may be used in connection with new buildings only when they are found, on examination and ~~test approved~~ by the Public Works ~~Department~~ Director or his designee, to meet all ~~requirements of this Chapter~~ requirements as outlined below:

~~1. 1.~~ All sanitary sewer pipe materials shall conform to the latest applicable ANSI (American National Standards Institute), ASTM (American Society for Testing and Materials), AWWA (American Water Works Association), AASHTO (American Association of State Highway Transportation Officials), or other nationally accepted standards. Only the following

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sanitary sewer pipe and joint materials are approved for use in the United City of Yorkville, Illinois:

- a. Class 50 ductile iron pipe conforming to ANSI/AWWA C151/A.21.51-02 (or latest edition) with joints conforming to ANSI/AWWA C111/A.21.11-00 (or latest edition).
- b. Polyvinyl chloride (PVC) pipe (6 inch -16 inch) conforming to ASTM D2241-05 (or latest edition) (SDR 26 – sewer depth between 4-20 feet and SDR 21 for depths between 20-25 feet) with joints conforming to ASTM D3139-98 (2005) or latest edition.
- c. Solvent cement joints will not be allowed in the United City of Yorkville.
- d. Pipe shall be clearly marked as follows at intervals of 5 feet or less:

- i. Manufacture's name or trademark and code
- ii. Nominal pipe size
- iii. The PVC cell classification, for example 12454-B
- iv. The legend "Type IPS SDR-26 PVC 1120 Sewer Pipe"
- v. This designation "Specification D-2241" PVC Pipe shall be SDR 26. For sewer depths between 20 and 25 feet, SDR 21 shall be provided.
- vi. Higher SDR numbers will only be allowed with the approval of the City Engineer.

- e. PVC FITTINGS All PVC fittings shall comply with ASTM F1970-05 (or latest edition) and fittings shall be clearly marked as follows:

- i. Manufacturer's name or trademark
- ii. Nominal size
- iii. The material designation PVC or IPS (iron pipe size), and this designation "Specification D2241" Fitting shall be molded for pipe sizes between 6 inches and 8 inches in diameter, and fabricated fittings for 10" to 16" in diameter.
- iv. A minimum of 150 psi pressure class shall be provided. PVC fittings shall be SDR 26.
- v. Higher SDR numbers will only be allowed with the approval of the City Engineer.
- vi. Fittings shall be required to pass the same inspection and testing requirements of the PVC pipe.

1. CONNECTING DISSIMILAR PIPE MATERIALS

- a. Joints connecting dissimilar pipe materials shall be made with sewer clamp non-shear type couplings; Cascade CSS, Romac LSS, Fernco, Inc. Shear Ring or approved equal. When available, a standard joint with a transition gasket may be used. The name of the manufacturer, class, and date of issue shall be clearly identified on all sections of pipe. The contractor shall also submit bills of lading, or other quality assurance documentation when requested by the City Engineer.

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C. Construction Specifications:

~~1. 1.4.~~ Whenever possible, the building sewer shall be brought to the building at an elevation below _____ the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by a means which is approved in accordance with subsection ~~E4 C 2~~ of this Section and discharged to the building sewer.

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~~2. Where gravity sewers are NOT possible, the building shall be served with an overhead sanitary sewer. The depth shall be sufficient to afford protection from frost. The building sewer shall be laid at uniform grade in a straight alignment insofar as possible. Changes in direction shall be made only with properly curved pipe and fittings.~~

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~~2. 3. An overhead sewer shall be required to be constructed in the lowest level of all new structures where the lowest level is three feet below the elevation of the crown of the street adjacent to the structure when such structures contain a toilet or shower facility within the lowest level. Plumbing fixtures to be served by an overhead sewer shall drain into an ejection pit with pump and tight seal lid which meets the requirements of the Illinois State Plumbing Code. The ejector pit shall be properly sealed, vented and located to receive sewage by gravity flow from which the liquid shall be lifted and discharged into the sanitary sewer service. The discharge size of the pump shall be a minimum of two inches, and discharge line shall be equipped with a backwater check valve, and ball valve. Plumbing fixtures above the aforesaid elevation shall drain entirely by gravity and shall not be drained through the ejection pit.~~

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D. Connections To Public Sewer:

~~1. 4.~~ The applicant for the building sewer permit shall notify the City when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the ~~Superintendent~~Director of Public Works or his ~~representative~~designee. A minimum of twenty-four (24) hours notice is required.

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~~2. 2.~~ It is unlawful to construct combined sewers or other facilities intended to receive both runoff and sewage. Separate sanitary sewers and separate storm sewers shall be provided.

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~~3. 3.~~ It is unlawful for any person owning or in possession of real estate to connect, permit to be connected or permit to remain connected any sewer to a public sanitary sewer which sewer receives roof drainage, foundation drainage, surface water or groundwater.

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~~EE~~ Discharge Into System:

~~1.~~ All disposal by any person into the sewer system is unlawful except those discharges in compliance with Federal standards promulgated pursuant to the Federal Act and more stringent State and local standards.

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2.F.Liability Of Owner: All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer. (Ord. 1992-6, 4-23-1992; amd. Ord. 1996-11, 9-12-1996, eff. 11-1-1996)

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3. Owner and occupant responsibility for maintenance. The owner and occupant of the premises served by the public sewer system shall jointly and severally properly maintain and operate a building service sewer, house connection or sanitary sewer line to the point of connection to the City sewer system main line. Maintenance means keeping the sanitary sewer connection, sewer lines and other sewer facilities in satisfactory working condition and in a good state of repair (including but not limited to preventing any obstruction of extraneous material or flows from entering said facilities, protecting said facilities from any damage and keeping same free from defects or malfunctions), and making necessary provisions and taking necessary precautions to assure that said sewer facilities are at all times capable of satisfactorily performing the services and adequately discharging the facilities are intended to perform, discharge or produce.

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7-6-4-1: TAP-ON FEES:

A. Any residential property wishing to hook up to City sanitary sewer service shall pay to the City a flat rate of two thousand dollars (\$2,000.00) per dwelling unit. This is in addition to any and all other fees and charges by any other entity including the applicable sanitary district.

B. Any multi-family building will pay an additional fee of four hundred dollars (\$400.00) for each drain unit for common area drains which include, but are not limited to, laundry rooms, floor drains, etc. This additional fee shall be paid based on the summation of drain units times the four hundred dollar (\$400.00) multiplier:

| | | |
|---------------------|---|-------|
| Laundry washer unit | x | 1/2 |
| Floor drain | x | 1/2 |
| Common use toilet | x | 1 1/2 |
| Common use shower | x | 1 |
| Common use sink | x | 1/2 |

| | | |
|---------------------|---|-------------------------------|
| Pool facilities | x | 2 |
| Common use kitchens | x | 1 ¹ / ₂ |

C. All nonresidential properties shall be charged a fee based on the total number of drain units, as listed in schedule A at the end of this section, times a multiplier of four hundred dollars (\$400.00). This fee is in addition to all other fees charged by any other entity including sanitary districts.

D. All toilets having more than three (3) outlets, shall pay at the additional rate of 0.5 drain unit per outlet each. This applies to both residential and nonresidential properties.

~~E. A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the front building may be extended to the rear building and the whole considered as one building sewer, but the city does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned.~~

~~EF.~~ The size, slope, alignment, materials of construction of a building sewer service, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the city and/or state building and plumbing code or other applicable rules and regulations of the city or Yorkville-Bristol sanitary district.

~~GF.~~ No person(s) shall make connection of roof downspouts, foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building drain which in turn is connected directly or indirectly to a public sanitary sewer ~~unless such connection is approved by the city for purposes of disposal of polluted surface drainage.~~

~~HG.~~ The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the city and the Yorkville-Bristol sanitary district. All such connections shall be made gastight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the city public works department before installation.

~~I. The applicant for the building sewer permit shall notify the public works department when the building sewer is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the superintendent Director or his representative.~~

~~JH.~~ All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city public works department.

~~SCHEDULE~~

I Schedule

A-

For all purposes other than residential, the connection charge shall be \$1,400.00 multiplied by the number of units applicable to the use classified as follows:

| USE OF BUILDING | NUMBER OF UNITS |
|--|-----------------|
| GENERAL | |
| Each Private Toilet w/ no more than 3 outlets | 1 |
| Each Public Toilet w/ no more than 3 outlets | 1.5 |
| Each Public Shower w/ no more than 3 outlets | 1 |
| Soda Fountain | 1 |
| Each Automatic Washing Machine | 0.5 |
| KITCHENS | |
| Food Service Capacity (# of people) | |
| 1-49 | 1 |
| 50-99 | 2 |
| 100-199 | 3 |
| (add 1 unit for each additional 100 persons) | |
| Dishwasher | 1 |
| CAR WASH BAYS | |
| Single automatic | 2 |
| Self-serve covered | 1 |
| Production line (each) | 10 |
| OVERNIGHT FACILITIES (Industrial, Governmental, Commercial, etc.) | |
| Each unit w/ no more than 5 outlets | 0.5 |
| Each RV or Mobile Trailer unit w/ sanitary connection | 0.5 |
| ADDITIONS | |
| Each Additional Outlet | |
| 1-5 | 1 |
| 6-10 | 2 |
| (add 1 unit for each additional 5 outlets) | |

| Use Of Building | Number Of Drain Units |
|-----------------|-----------------------|
|-----------------|-----------------------|

| | | | |
|--|---|-----------|----------|
| Stores, mercantile and office buildings: | | | |
| | Each private toilet | | 1 |
| | Each public toilet with no more than 3 outlets | | 1½ |
| | Each additional outlet | | ½ |
| | Soda fountain | | 1 |
| | Grocery stores and meat markets with garbage grinders | | 2 |
| Drive-ins: | | | |
| | Each public toilet | | 1½ |
| | Kitchens | | 1½ |
| Restaurants and theaters: | | | |
| | Food service capacity number of persons: | | |
| | | 0 - 50 | 1 |
| | | 50 - 100 | 2 |
| | | 100 - 200 | 3 |
| | Each private toilet | | 1 |
| | Each public toilet | | 1½ |
| Service stations: | | | |
| | Each public toilet | | 1½ |
| | Wash rack | | 2 |
| Clubs: | | | |
| | Each toilet | | 1½ |
| | Restaurant charge | | As above |
| Motels and hotels: | | | |
| | Each room with bath or shower and/or toilet | | ⅓ |
| | Each public toilet | | 1½ |

| | | |
|---|---|----------------|
| | Restaurant charge | As above |
| Mobile trailer parks: | | |
| | Each trailer space with sanitary sewer outlet | $\frac{1}{2}$ |
| | Each automatic washer unit | $\frac{1}{2}$ |
| | Each public toilet | $1\frac{1}{2}$ |
| | Each public shower | 1 |
| Laundries: | | |
| | Each automatic washer unit | $\frac{1}{2}$ |
| | Each public toilet | $1\frac{1}{2}$ |
| Self-service car wash: | | |
| | Per rack (covered) | 1 |
| | Per rack (uncovered) | 4 |
| Automatic car wash: | | |
| | Each production line | 10 |
| | Each public toilet | $1\frac{1}{2}$ |
| Nursing homes and hospitals: | | |
| | Resident capacity of each building determined from architect's plans and specifications divided by 4 (quotient to 2 decimal points) | |
| Schools: | | |
| | Student capacity of each building determined from architect's plans and specifications divided by 12 (quotient to 2 decimal points) | |
| Dormitories, fraternities and sororities: | | |
| | Resident capacity of each building determined from architect's plans and specifications divided by 6 (quotient to 2 decimal points) | |

(Ord. 1996-11, 9-12-1996, eff. 11-1-1996)

7-6-4-2: SEWER INFRASTRUCTURE IMPROVEMENT AND MAINTENANCE FEE:



Each utility customer using the public sanitary sewer system shall be charged a monthly infrastructure improvement ~~and maintenance fee~~ for the sanitary sewer system of four dollars (\$4.00) April 30, 2021. Each utility customer using the public sanitary sewer system shall be charged a monthly maintenance fee for the sanitary sewer system of ten dollars and forty-four cents (\$10.44). These fees shall be billed as part of the City's utility billing system pursuant to this title. (Ord. 2019-16, 3-26-2019)per month through April 30, 202019. This fee shall be billed as part of the City's utility billing system pursuant to this title. (Ord. 20198-168, 3-267-20198)

7-6-5: USE RESTRICTIONS:

7-6-5-1: DISCHARGE OF EFFLUENT:

A. No person shall discharge, or cause to be discharged, any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water or unpolluted industrial process waters to any sanitary sewer.

B. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers or to a natural outlet approved by the City Engineer. Industrial cooling water or unpolluted process waters may be discharged on approval of the engineer, to a storm sewer or natural outlet. (Ord. 1992-6, 4-23-1992)

7-6-5-2: PROHIBITED SUBSTANCES:

No person shall discharge, or cause to be discharged, any of the following described waters or wastes to any public sewers:

A. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.

B. Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance or create any hazard in the receiving waters of the sewage treatment plant.

C. Any waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.

D. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders. (Ord. 1992-6, 4-23-1992)

7-6-5-3: MATERIALS UNDER SPECIAL REVIEW:

A. No person shall discharge or cause to be discharged the following described substances, materials, waters or wastes if it appears likely in the opinion of the director of the Yorkville-Bristol sanitary district that such wastes can harm either the sewers, sewage treatment process or equipment; have an adverse effect on the receiving stream; or can otherwise endanger life, limb, public property or constitute a nuisance. In forming the opinion as to the acceptability of these wastes, the director will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant and maximum limits established by regulatory agencies. The substances prohibited are:

- ~~1.1-~~ Any liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit (150°F) (65°C).
- ~~2.2-~~ Any waters or wastes containing toxic or poisonous materials or oils, whether emulsified or not, in excess of one hundred milligrams per liter (100 mg/l) or containing substances which may solidify or become viscous at temperatures between thirty two degrees Fahrenheit (32°F) (0°C) and one hundred fifty degrees Fahrenheit (150°F) (65°C).
- ~~3.3-~~ Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths (³/₄) horsepower (0.76 hp metric) or greater shall be subject to the review and approval of the city engineer.
- ~~4.4-~~ Any waters or wastes containing strong acid, iron pickling wastes or concentrated plating solution, whether neutralized or not.
- ~~5.5-~~ Any waters or wastes containing iron, chromium, copper, zinc or similar objectionable or toxic substances or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the Yorkville-Bristol Sanitary District for such materials.
- ~~6.6-~~ Any waters or wastes containing phenols or other taste or odor-producing substances, in such concentrations exceeding limits which may be established by the Yorkville-Bristol Sanitary District as necessary after treatment of the composite sewage, to meet the requirements of the State, Federal or other public agencies of jurisdiction for such discharge to the receiving waters.
- ~~7.7-~~ Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Yorkville-Bristol Sanitary District in compliance with applicable State or Federal regulations.
- ~~8.8-~~ Any wastes or waters having a pH in excess of nine and five-tenths (9.5).
- ~~9.9-~~ Any mercury or any of its compounds in excess of 0.0005 mg/l as Hg at any time except as permitted by the Yorkville-Bristol Sanitary District in compliance with applicable State and Federal regulations.

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~~10. 40.~~ Any cyanide in excess of 0.025 mg/l at any time except as permitted by the Yorkville-Bristol Sanitary District in compliance with applicable State and Federal regulations.

~~11. 44.~~ Materials which exert or cause:

- ~~a. a.~~ Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate);
- ~~b. b.~~ Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);
- ~~c. c.~~ Unusual BOD, chemical oxygen demand or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works;
- ~~d. d.~~ Unusual volume of flow or concentrations of wastes constituting "slugs" as defined herein.

~~12. 12.~~ Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of agencies having jurisdiction over discharge to the receiving waters.

B. If any waters or wastes are discharged or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated herein, and/or which are in violation of the standards for pretreatment provided in 40 CFR 403, June 26, 1978, and any amendments thereto, and which in the judgment of the City may have a deleterious effect upon the sewage works, processes, equipment or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the City may:

~~1. 1.~~ Reject the wastes;

~~2. 2.~~ Require pretreatment to an acceptable condition for discharge to the public sewers;

~~3. 3.~~ Require control over the quantities and rates of discharge; and/or

~~4. 4.~~ Require payment to cover the added costs of handling and treating the wastes not covered by existing taxes or sewer charges, under the provisions of Section ~~7-6-5-7~~ of this Chapter. If the City permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the City Engineer and subject to the requirements of all applicable codes, ordinances and laws. (Ord. 1992-6, 4-23-92)

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7-6-5-4: INTERCEPTORS:

Grease, oil and sand interceptors shall be provided when, in the opinion of the City Engineer, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts or any flammable wastes, sand or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Engineer and shall be located as to be readily and easily accessible for cleaning and inspection. (Ord. 1992-6, 4-23-92)

7-6-5-5: PRELIMINARY TREATMENT:

Where preliminary treatment or flow-equalizing facilities are provided, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense. (Ord. 1992-6, 4-23-92)

7-6-5-6: MEASUREMENTS, TESTS AND ANALYSES:

A. Each industry shall be required to install a control manhole and, when required by the City Engineer, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessible and safely located and shall be constructed in accordance with plans approved by the City Engineer. The manhole shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times.

B. The owner of any property serviced by a building sewer carrying industrial wastes shall provide laboratory measurements, tests and analyses of waters and wastes to illustrate compliance with this Chapter and any special conditions for discharge established by City of Yorkville, Yorkville-Bristol Sanitary District or regulatory agencies having jurisdiction over the discharge.

The number, type and frequency of laboratory analyses to be performed by the owner shall be as stipulated by the City, but no less than once per year the industry must supply a complete analysis of the constituents of the wastewater discharge to assure that compliance with the Federal, State and local standards are being met. The owner shall report the results of measurements and laboratory analyses to the City at such times and in such a manner as prescribed by the City. The owner shall bear the expense of all measurements, analyses and reporting required by the City. At such times as deemed necessary, the City reserves the right to take measurements and samples for analysis by an outside laboratory service.

C. All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this Chapter shall be determined in accordance with the latest edition of IEPA Division of Laboratories Manual of Laboratory Methods and shall be determined at the control manhole provided or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb and property. The particular analyses involved will determine whether a twenty four (24) hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from twenty four (24) hour composites of all outfalls, whereas pHs are determined from periodic grab samples. (Ord. 1992-6, 4-23-92)

7-6-5-7: SPECIAL AGREEMENTS:

No statement contained in this Section shall be construed as preventing any special agreement or arrangement between the City, Yorkville-Bristol Sanitary District and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the City and Sanitary District for transport and treatment, subject to payment therefor, in accordance with Sections [7-6-6-1](#) through [7-6-6-4](#) of this Chapter, by the industrial concern, provided such payments are in accordance with Federal and State guidelines for user charge system. (Ord. 1992-6, 4-23-92)

7-6-6: RATES AND CHARGES:

7-6-6-1: BASIS FOR SEWER MAINTENANCE CHARGES:

The sewer maintenance charge for the use of and for service supplied by the sanitary sewer facilities of the City shall consist of a basic user charge and a debt service charge.

A. Basic User Charge:

- ~~1.~~ ~~4.~~ The basic user charge is levied on all users to recover the operation, maintenance and replacement (OM&R) and shall be based on the annual composite water usage as recorded by water meters or sewage meters for wastes having the following normal domestic concentrations:

~~a. a.~~ A five (5) day, twenty degree (20°) Celsius biochemical oxygen demand (BOD) of two hundred (200) mg/l.

~~b. b.~~ A suspended solids content of two hundred fifty milligrams per liter (250 mg/l).

- ~~1.~~ ~~2.~~ The basic user charge shall be computed as follows:

~~a. a.~~ Estimate the annual wastewater volume, utilizing current water use records.

~~b. b.~~ Estimate the projected annual revenue required to operate and maintain the wastewater facilities, including a replacement fund for the year, for all works categories.

~~c. c.~~ Proportion the estimated OM&R costs to each of two (2) classes: residential and nonresidential, based on annual volumes released to the sanitary sewer.

B. Debt Service Charge: The debt service charge is assigned to residential and nonresidential users of the sanitary sewer system. (Ord. 1992-6, 4-23-1992)

7-6-6-2: MEASUREMENT OF FLOW:

The volume of flow used for computing basic user charges for each class shall be the annual composite of metered water consumption for each respective class, read to the lowest even increments of one million (1,000,000) gallons.

A. If the person discharging wastes into the public sewers procures any part, or all, of his water from sources other than the public waterworks system, all or part of which is discharged into the

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public sewers, the person shall install and maintain, at his expense, water meters of a type approved by the public works department for the purpose of determining the volume of water obtained from these other sources.

B. Devices for measuring the volume of waste discharged may be required by the city engineer if these volumes cannot otherwise be determined from the metered water consumption records.

C. Metering devices for determining the volume of waste shall be installed, owned and maintained by the contributor to the sanitary sewer. Following approval and installation, such meters may not be removed, unless service is canceled, without the consent of the city engineer. (Ord. 1992-6, 4-23-1992)

7-6-6-3: RATES AND CHARGES ESTABLISHED:

A. Sanitary sewer service rates shall be as follows:

~~1. Effective May 1, 2014, the sewer rates shall be:~~

~~\$18.54 bimonthly~~

~~2. Effective May 1, 2015, the sewer rates shall be:~~

~~\$19.10 bimonthly~~

~~3. Effective May 1, 2016, the sewer rates shall be:~~

~~\$19.67 bimonthly~~

~~4. Effective May 1, 2017, the sewer rates shall be:~~

~~\$20.26 bimonthly~~

~~1. 5. Effective May 1, 2018, the The~~ sewer rates shall be:

\$20.87 bimonthly

~~6. Effective May 1, 2019, the sewer rates shall be:~~

~~\$21.50 bimonthly~~

B. Notwithstanding the rates hereinabove set forth, the city council retains its right at any time to change, increase, decrease, add or eliminate charges so long as such action is taken in accordance with all applicable law. (Ord. 2014-16, 4-22-2014)

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7-6-6-4: REVIEW AND REVISION OF CHARGES; NOTICE:

- A. The adequacy of the sewer maintenance charge shall be reviewed, not less often than annually, ~~by certified public accountants for the city in their annual audit report.~~ The sewer maintenance charges shall be revised periodically to reflect a change in local capital costs or OM&R costs.
- B. The users of the sanitary sewer facilities will be notified annually, in conjunction with a regular bill, of the rate and that portion of the user charges which are attributable to the wastewater operation, maintenance and replacement. (Ord. 1992-6, 4-23-1992)

7-6-6-5: BILLS FOR SERVICE; DELINQUENCIES:

~~A. Rendering Bills: Payment, First Notice: First notice bills for sewer service shall be mailed on or about January 1, March 1, May 1, July 1, September 1, and November 1 of each year, and all first notice bills and charges for sewer service and other services are payable at the Office of the Finance Director within thirty-five (35) days of the date of mailing. sewer service sewer service Bills for sewer service shall be sent out by the finance director on the first day of the month succeeding the bimonthly period for which the service is billed. All sewer bills are due and payable thirty (30) days after being sent out. Penalties for delinquent bills shall be added as provided in subsection 7-7-1C of this title. (Ord. 2014-18, 5-13-2014)~~

~~B. Payment Of Bills; Liability For Service: The rates or charges for service shall be payable bimonthly. The owner of the premises, the occupant thereof and the user of the service shall be jointly and severally liable to pay for the service to such premises and the service is furnished to the premises by the city only upon the condition that the owner of the premises, occupant and user of the services are jointly and severally liable therefor to the city.~~

~~C. Delinquencies:~~

~~1. Discontinuance Of Service: If the charges for such services are not paid within thirty (30) days after the rendition of the bill for such services, such services shall be discontinued without further notice and shall not be reinstated until all claims are settled.~~

~~2. Lien; Notice Of Delinquency:~~

~~a. Whenever a bill for sewer service remains unpaid for one hundred eighty (180) days after it has been rendered, the city treasurer shall file with the county recorder of deeds a statement of lien claim. This statement shall contain the legal description of the premises served, the amount of the unpaid bill and a notice that the city claims a lien for this amount as well as for all charges subsequent to the period covered by the bill.~~

- b. If the user, whose bill is unpaid, is not the owner of the premises, and city treasurer has notice of this, notice shall be mailed to the owner of the premises if his address be known to the treasurer, whenever such bill remains unpaid for a period of ninety (90) days after it has been rendered.
- c. The failure of the city treasurer to record such lien or to mail such notice or the failure of the owner to receive such notice shall not affect the right to foreclose the lien for unpaid bills as mentioned in the foregoing section.
3. Foreclosure Of Lien: Property subject to a lien for unpaid charges shall be sold for nonpayment of the same and proceeds of the sale shall be applied to pay the charges, after deducting costs, as is the case in the foreclosure of statutory liens. Such foreclosure shall be by bill in equity in the name of the city. The city attorney is hereby authorized and directed to institute such proceedings in the name of the city in any court having jurisdiction over such matters against any property for which the bill has remained unpaid for one hundred eighty (180) days. (Ord. 1992-6, 4-23-1992)

7-6-6-6: DISPOSITION OF REVENUES:

A. Duties Of Finance Director:

1. Monies To: All money due the Sewer Department from all purposes and sources, shall be paid managed by to the Finance Director.
2. Custodian Of Funds: The Finance Director shall be custodian of the funds derived from income received from the sewer system, and shall be bonded for the faithful discharge of his duties. The Finance Director shall maintain separate accounts as is necessary or required by law.

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B. Sewer Fund: All revenue derived from the sewer rates as herein provided shall be kept separate and apart by the Finance Director from the other revenue of the City. Said revenues money shall be known as the Sewer Fund and shall be used for the maintenance, extension, improvement and operation of said sewer system, the retirement of sewerwater works bonds and certificates, and under no circumstances shall this revenue be diverted to any other purpose unless authorized by City Council at any time.

A. All revenues and monies derived from the operation of the sewerage system shall be deposited in the sewerage account of the sewerage fund. All such revenues and monies shall be held by the city treasurer separate and apart from his private funds and separate and apart from all other funds of the city and all of said sums, without any deductions whatever, shall be delivered to the treasurer not more than ten (10) days after receipt of the same or at such more frequent intervals as may from time to time be directed by the mayor and city council.

B. The city treasurer shall receive all such revenues from the sewerage system and all other funds and monies incident to the operation of such system as the same may be delivered to him and deposit the same in the account of the fund designated as the sewer maintenance fund of the city. Said treasurer shall administer such fund in every respect in the manner provided by statute of the revised cities and villages act effective January, 1942⁴. (Ord. 1992-6, 4-23-1992)

7-6-6-7: BOOKS AND RECORDS; AUDITS:

A. Right Of Access; Use Inspection: The United City of Yorkville and its employees and the Illinois Environmental Protection Agency shall have ready access at all reasonable times to the premises, places or buildings where sewer service is supplied for the purpose of inspecting, examining and testing the consumption, use and flow of sewer, and it shall be unlawful for any person to interfere with, prevent or obstruct the United City of Yorkville or its duly authorized agent or the Illinois Environmental Protection Agency in its duties hereunder. Every user of the system shall take the same upon the conditions prescribed in this section.

B. Access To Records: The IEPA or its authorized representative shall have access to any books, documents, papers and records of the United City of Yorkville, which are applicable to the sewer system, of user charges for the purpose of making audit, examination, excerpts and transcriptions thereof to ensure compliance with the terms of any loan obtained from the IEPA under its Public Water Supply (PWS) Loan Program.

A. Accounts: The city treasurer shall establish a proper system of accounts and shall keep proper books, records, and accounts in which complete and correct entries shall be made of all transactions relative to the sewerage system, and at regular annual intervals the treasurer shall cause to be made an audit by an independent auditing concern of the books to show the receipts and disbursements of the sewerage system.

B. Annual Audit: In addition to the customary operating statements, the annual audit report shall also reflect the revenues and operating expenses of the sewer maintenance fund, including a replacement cost, to indicate that sewer service charges under the waste cost recovery system do in fact meet these regulations. In this regard, the financial information to be shown in the audit report shall include the following:

1. Flow data showing total gallons received at the wastewater plant for the current fiscal year.
2. Billing data to show total number of gallons billed per fiscal year.
3. Debt service for the next succeeding fiscal year.
4. Number of users connected to the system.
5. Number of nonmetered users.
6. A list of users discharging nondomestic and industrial wastes and volume of waste discharged.

C. Access To Records: The IEPA or USEPA or their authorized representative shall have access to any books, documents, papers and records of the city which are applicable to the city system of

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~~user charges for the purpose of making audit, examination, excerpts and transcriptions thereof to ensure compliance with the terms of: special and general conditions to any state grant, federal regulations and conditions of the federal grant and loan agreement and rules of any state loan. (Ord. 1992-6, 4-23-1992)~~

7-6-6-8: EFFECTIVE DATE OF RATES:

The rates and service charges established for user charges in sections [7-6-6-1](#) through [7-6-6-4](#) of this chapter shall be effective as set forth by the ordinance or resolution establishing such rates and service charges. (Ord. 1992-6, 4-23-1992; amd. Ord. 1998-17, 5-14-1998, eff. 7-1-1998)

7-6-6-9: APPEALS:

~~Users shall be provided the method for computing rates and service charges within fourteen (14) days of written request. City shall make best efforts to remedy any disagreement with the method used or the computations made within thirty (30) days of a formal written appeal outlining the discrepancies. The method for computation of rates and service charges established for user charges in this section [7-6-6](#) shall be made available to a user within thirty (30) days of receipt of a written request for such. Any disagreement over the method used or in the computations thereof shall be remedied by a court of law after notification of a formal written appeal outlining the discrepancies. (Ord. 1992-6, 4-23-1992)~~

7-6-7: PROTECTION FROM DAMAGE:

No unauthorized person shall maliciously, wilfully or negligently break, damage, destroy or tamper with any structure, appurtenance or equipment which is a part of the sewage works. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct. (Ord. 1992-6, 4-23-1992)

7-6-8: POWERS AND AUTHORITY OF INSPECTORS:

A. Right Of Access; Use Inspection: The United City of Yorkville and its employees and the Illinois Environmental Protection Agency shall have ready access at all reasonable times to the premises, places or buildings where sewer service is supplied for the purpose of inspecting, examining and testing the consumption, use and flow of sewer, and it shall be unlawful for any person to interfere with, prevent or obstruct the United City of Yorkville or its duly authorized agent or the Illinois Environmental Protection Agency in its duties hereunder. Every user of the system shall take the same upon the conditions prescribed in this section.

B. Powers And Authority Of Inspectors:

1. The Director of Public Works and other duly authorized employees of the United City of Yorkville and the Illinois Environmental Protection Agency, bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this section. The United City of Yorkville or its representative shall have no authority to inquire into any processes, including metallurgical, chemical, oil refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterway or facilities for waste treatment.

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2. While performing the necessary work on private properties referred to above the Director of Public Works or duly authorized employees of the United City of Yorkville and the Illinois Environmental Protection Agency shall observe all safety rules applicable to the premises established by the property owner or its agent, and the property owner or its agent shall be held harmless for injury or death to the United City of Yorkville employees, and the United City of Yorkville shall indemnify the company against liability claims and demands for personal injury or property damage asserted against the property owner and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the property owner or its agent to maintain conditions as required in this chapter.

3. The Director of Public Works and other duly authorized employees of the United City of Yorkville bearing proper credentials and identification shall be permitted to enter all private properties through which the United City of Yorkville holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewer system lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

~~A. The city and other duly authorized employees of the city, the Illinois environmental protection agency and the U.S. environmental protection agency, bearing proper credentials and identification, shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling and testing in accordance with the provisions of this chapter. The city or their representative shall have no authority to inquire into any processes, including metallurgical, chemical, oil refining, ceramic, paper or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterway or facilities for waste treatment.~~

~~B. While performing the necessary work on private properties referred to in subsection A of this section, the city or duly authorized employees of the city, the Illinois environmental protection agency and the U.S. environmental protection agency shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the city employees and the city shall indemnify the company against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain conditions as required in subsection 7-6-5-6B of this chapter.~~

~~C. The city and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all private properties through which the city holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the sewage works lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved. (Ord. 1992-6, 4-23-1992)~~

7-6-9: SEWAGE AND WASTEWATER DRAINAGE INTO STORM SEWERS

PROHIBITED:  

A. Drainage Prohibited: It shall be unlawful for any person or institution, public or private, to connect or cause to be connected, any drain carrying, or to carry, any toilet, sink, basement, septic tank, cesspool, industrial waste or any fixture or device discharging polluting substances, to any open ditch, drain, or drainage structure installed solely for street or highway drainage purposes in the city.

B. Additional Provisions: This section is intended to and shall be in addition to all other ordinances, state statutes, rules and regulations concerning pollution and shall not be construed as repealing or rescinding any other ordinance or part of any ordinance unless in direct conflict herewith.
(Ord. 1994-4, 3-10-1994)

Footnotes - Click any footnote link to go back to its reference.

[Footnote 1](#): See [Title 2, Chapter 1](#) of this Code.

[Footnote 2](#): 225 ILCS 225/1 et seq.

[Footnote 3](#): See also Section [7-6-4-1](#) of this Chapter.

[Footnote 4](#): 65 ILCS.

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
AMENDING TITLE 7 OF CHAPTER 6 OF THE YORKVILLE CITY CODE**

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

WHEREAS, it is the responsibility of the City to provide for the administration and maintenance of the City’s sewer use and thereby preserving the health and welfare of its residents, visitors and businesses; and,

WHEREAS, in furtherance thereof, it is in the best interest of the City to amend the Yorkville City Code to update its City Code to include the current standard for the installation, use and maintenance of the City’s sewer system as hereinafter set forth.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the Yorkville City Code is hereby amended by deleting Sections 7-6-1 through 7-6-9 of Article 7, Chapter 6 in its entirety and replacing it with the following new Chapter 6 to Title 7, as set forth on *Exhibit A* attached hereto.

This Ordinance shall be in full force and effect immediately from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2020.

| | | | |
|--------------------|-------|-------------------|-------|
| KEN KOCH | _____ | DAN TRANSIER | _____ |
| JACKIE MILSCHEWSKI | _____ | ARDEN JOE PLOCHER | _____ |
| CHRIS FUNKHOUSER | _____ | JOEL FRIEDERS | _____ |
| SEAVAR TARULIS | _____ | JASON PETERSON | _____ |

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2020.

Mayor

Attest:

City Clerk

Exhibit A

7-6-1: RULES AND DEFINITIONS:

Except as otherwise provided herein, the Director of Public Works shall administer, implement, and enforce the provisions of this chapter. Any powers granted to or duties imposed upon the Director of Public Works may be delegated by the Director of Public Works to other City personnel.

FEDERAL GOVERNMENT:

Administrator: The administrator of the U.S. environmental protection agency.

Federal Act: The federal clean water act (33 USC 466 et seq.) as amended. (Pub. L. 95-217)

Federal Grant: The U.S. government's participation in the financing of the construction of treatment works as provided for by title II - grants for construction of treatment works of the act and implementing regulations.

LOCAL GOVERNMENT:

City: The United City Of Yorkville.

Sanitary District: The Yorkville-Bristol Sanitary District ("YBSD"). All properties annexed within YBSD boundaries are subject to the YBSD Main Ordinance, Fats, Oil and Grease (FOG) Ordinance, and other YBSD documents, as found at www.YBSD.org, and these documents will supersede all conflicting statements and requirements herein.

NPDES PERMIT: Any permit or equivalent document or requirements issued by the administrator or, where appropriated by the director, after enactment of the federal clean water act to regulate the discharge of pollutants pursuant to section 402 of the federal act.

PERSON: Any and all persons, natural or artificial including any individual, firm, company, municipal or private corporation, association, society, institution, enterprise, governmental agency or other entity.

STATE GOVERNMENT:

Director: The director of the Illinois environmental protection agency.

State Act: The Illinois antipollution bond act of 1970.

State Grant: The state of Illinois' participation in the financing of the construction of treatment works as provided for by the Illinois antipollution bond act and for making such grants as filed with the secretary of state of the state of Illinois.

TREATMENT:

Pretreatment: The treatment of wastewaters from sources before introduction into the wastewater treatment works.

Wastewater Treatment Works: An arrangement of devices and structures for treating wastewater, industrial wastes and sludge. Sometimes used as synonymous with "waste treatment plant" or "wastewater treatment plant" or "pollution control plant".

TYPES OF CHARGES:

Debt Service Charge: The amount to be paid each billing period for payment of interest, principal and coverage of loans outstanding.

User Charge: A charge levied on all users of the Yorkville sanitary sewer system as outlined in Section [7-6-6](#) of this Chapter for the cost of operation, maintenance and replacement.

USER TYPES:

User types shall include the following:

- A. Commercial users identified in Table 10.06.03 Business Uses in Section 10-6-0 of the City of Yorkville's Zoning Ordinance.

| | |
|---------------------------------------|--|
| Chapter 12, article A | O, office district |
| Chapter 12, article B | B-1, local business district |
| Chapter 12, article C | B-2, retail commerce business district |
| Chapter 12, article D | B-3, general business district |
| Chapter 12, article E | B-4, service business district |

- B. Institutional/governmental users identified in Table 10.06.02 Institutional Uses in Section 10-6-0 of the City of Yorkville's Zoning Ordinance.

- C. Residential users identified in Table 10.0601 Residential Uses in Section 10-6-0 of the City of Yorkville's Zoning Ordinance..

| | |
|---------------------------------------|--|
| Chapter 11, article A | E-1, estate district |
| Chapter 11, article B | R-1, single-family suburban residence district |
| Chapter 11, article C | R-2, single-family traditional residence district |
| Chapter 11, article D | R-2D, duplex, two-family attached residence district |
| Chapter 11, article E | R-3, multi-family attached residence district |
| Chapter 11, article F | R-4, general multi-family residence district |

D. Industrial users:

| | |
|---------------------------------------|-------------------------------------|
| Chapter 13, article A | M-1, limited manufacturing district |
| Chapter 13, article B | M-2, general manufacturing district |

WASTEWATER AND ITS CHARACTERISTICS:

BOD (Biochemical Oxygen Demand): The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees Celsius (20°C), expressed in milligrams per liter.

Building Drain: That part of the lowest piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer or other approved point of discharge, beginning five feet (5') (1.5 m) outside the inner face of the building walls.

Building Sewer: The extension from the building drain to the public sewer or other place of disposal.

Combined Sewer: A sewer which is designed and intended to receive wastewater, storm, surface and ground water drainage.

Control Manhole: A structure located on a site from which industrial wastes are discharged. Where feasible, the manhole shall have an interior drop. The purpose of a "control manhole" is to provide access for the City or sanitary district representative to sample and/or measure discharges.

Easement: An acquired legal right for the specific use of land owned by others.

Effluent Criteria: Are defined in any applicable NPDES permit.

Floatable Oil: Oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.

Garbage: Solid wastes from the domestic and commercial preparation, cooking and dispensing of food and from the handling, storage and sale of food.

Industrial Waste: Any solid, liquid or gaseous substance discharged, permitted to flow or escaping from any industrial, manufacturing, commercial or business establishment or process or from the development, recovery or processing of any natural resource as distinct from sanitary sewage.

Major Contributing Industry: An industrial user of the publicly owned treatment works that: a) has a flow of twenty-five thousand (25,000) gallons or more per average workday; b) has a an organic loading flow greater than ten percent (10%) of an organic loading flow carried by the Municipal system receiving the waste; c) has in its waste, a toxic pollutant in toxic amounts as defined in standards issued under section 307(a) of the Federal Act; d) is found by the permit issuant authority, in connection with the issuance of the NPDES permit to the publicly owned treatment works receiving the waste, to have significant impact, either singly or in combination with other contributing industries, on that treatment works or upon the quality of effluent from that treatment works.

Milligrams Per Liter: A unit of the concentration of water or wastewater constituent. It is 0.001 g of the constituent in one thousand milliliters (1,000 ml) of water. It has replaced the unit formerly used commonly, parts per million, to which it is approximately equivalent, in reporting the results of water and wastewater analysis.

Outlet: Each floor drain, washbasin, wash fountain, toilet, urinal, shower, air-conditioner drain, water cooler, dentist tray drain or other similar plumbing fixture and any orifice of any machine, vessel tank of any kind, manifolded or simply, through which waste may flow into a sewer; the flow of which ultimately is processed by Water Pollution Control of the Yorkville-Bristol Sanitary District.

ppm: Parts per million by weight.

pH: The logarithm (base 10) of the reciprocal of the hydrogen-ion concentration expressed by one of the procedures outlined in the IEPA Division of Laboratories Manual of Laboratory Methods.

Population Equivalent: A term used to evaluate the impact of industrial or other wastes on a treatment works or stream. One population equivalent is one hundred (100) gallons of sewage per day, containing seventeen one-hundredths (0.17) pounds of BOD and twenty one-hundredths (0.20) pounds of suspended solids.

Properly Shredded Garbage: The wastes from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch (1/2") (1.27 cm) in any dimension.

Public Sewer: A sewer provided by or subject to the jurisdiction of the City. It shall also include sewers within or outside the City boundaries that serve one or more persons and ultimately discharge into the City sanitary sewer system, even though those sewers may not have been

constructed with City funds.

Sanitary Sewer: A sewer that conveys sewage or industrial wastes or a combination of both and into which storm, surface and ground waters or polluted industrial wastes are not intentionally admitted.

Sewage: Is used interchangeably with "wastewater".

Sewer: A pipe or conduit for conveying sewage or any other waste liquids, including storm, surface and ground water drainage.

Sewerage: The system of sewers and appurtenances for the collection, transportation and pumping of sewage.

Slug: Any discharge of water, sewage or industrial waste which in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes, more than five (5) times the average twenty four (24) hour concentration or flows during normal operation.

Storm Sewer: A sewer that carries storm, surface and ground water drainage but excludes sewage and industrial wastes other than unpolluted cooling water.

Storm Water Runoff: That portion of the precipitation that is drained into the sewers.

Suspended Solids (SS): Solids that either float on the surface of or are in suspension in water, sewage or industrial waste and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in the IEPA Division of Laboratories Manual of Laboratory Methods.

Toilet: A bathroom, restroom or other facility having no more than three (3) outlets as defined herein.

Unpolluted Water: Water quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.

Wastewater: The spent water of a community. From this standpoint of course, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with any ground water, surface water and storm water that may be present.

Water Quality Standards: Are defined in the Water Pollution Regulations of Illinois.

WASTEWATER FACILITIES: The structures, equipment and processes required to collect, carry away and treat domestic and industrial wastes and transport effluent to a watercourse.

WATERCOURSE AND CONNECTIONS:

Natural Outlet: Any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.

Watercourse: A channel in which a flow of water occurs, either continuously or intermittently. (Ord. 1992-6, 4-23-1992; amd. Ord. 1996-11, 9-12-1996, eff. 11-1-1996)

7-6-2: USE OF PUBLIC SEWERS REQUIRED:

- A. It shall be unlawful to discharge to any natural outlet within the City or in any area under the jurisdiction of said City, any sewage or other polluted water, except where suitable treatment has been provided in accordance with subsequent provisions of this Chapter.
- B. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage.
- C. The owner of each house, building or property used for human occupancy, employment, recreation or other purpose which is situated within the City or is within one and one-half ($1\frac{1}{2}$) miles of the corporate limits of Yorkville and abutting on any street, alley or right of way in which there is now located or may in the future be located any public sanitary sewer of the City, is hereby required at his/her expense to install suitable sanitary facilities therein, and to connect such facilities directly to the Yorkville sanitary sewer system in accordance with the provisions of this Chapter, within ninety (90) days after date of official notice to do so, provided that said public sewer is within two hundred fifty feet (250') of the property line, for single-family homes and zoning lots. Proposed multi-family zoning lots, residential subdivisions and commercial or industrial zoning lots within one and one-half ($1\frac{1}{2}$) miles of the corporate limits of Yorkville shall be connected to the Yorkville sanitary sewer system at the owner's expense if the property is within two hundred fifty feet (250') of said public sanitary sewer for each proposed lot or for each proposed family unit in the case of multi-family zoning lots. (Example: A 10 lot subdivision is required to be connected to sanitary sewer facilities if it is within 2,500 feet of existing sewer facilities.) (Ord. 1992-6, 4-23-1992)

7-6-3: PRIVATE SEWAGE DISPOSAL, Regulations and Adoption of Code:

- A. Adoption of Code. There is adopted by the City Council those certain codes, which are now on file in the Office of the Clerk of the City, which are known as the Illinois State Plumbing Code and the Private Sewage Disposal Licensing Act, the same being hereby adopted and incorporated as fully as if set out at length herein.
- B. Where a public sanitary sewer is not available under the provisions of this Chapter, the building sanitary sewer shall be connected to a private sewage disposal system complying with the provisions of the section.
- C. Permit and Fee. No construction shall be permitted for any private sewage disposal system or for any building to be served by a private sewage disposal system, within the City limits, unless a permit for private sewage disposal system has first been obtained from Kendall County Health Department. In addition, no permit will be issued unless the construction is to be done by an Illinois Department of Public Health licensed private sewage disposal system contractor. All percolation tests and private sewage disposal system plans shall be completed in conformance with Kendall County regulations, based on location of property and shall conform to City ordinances. No criteria shall be less stringent than the criteria of the Illinois State Plumbing Code, 225 ILCS 320/1 and the Private Sewage Disposal

Licensing Act, 225 ILCS 225/1. Percolation tests shall be conducted and evaluated under the supervision of a registered professional engineer licensed to practice in Illinois.

- D. Inspections and Cleaning. All private sewage disposal systems installed and operated within the City limits may be subject to inspection by the City, to determine if the system is functioning properly and which determination shall include, but not be limited to, a finding concerning the following:
1. Contaminated surface or ground water;
 2. Odorant production;
 3. Depth of sludge in the septic tank;
 4. Clogged seepage field;
 5. Improper draining of the plumbing fixtures as a result of clogged septic tank and/or seepage field;
 6. Contaminated footing drain sump water.

If, after inspection, it is determined that the private sewage system is not functioning properly, the owner and/or occupant shall be notified in writing to have the necessary work performed to correct the malfunction. If modifications to the system are required and are allowable, pursuant to the Illinois State Plumbing Code and the Private Sewage Disposal Licensing Act and Code, both as modified herein, said modifications shall be done by a licensed private sewage disposal contractor. The owner and/or occupant shall be given a reasonable amount of time. It is the responsibility of the property owner and occupant to have the septic tank cleaned no less than once every five years. The City may require the property owner to submit a copy of the paid bill for such cleaning and services rendered by a licensed private sewage disposal contractor. The City may maintain a file system to inform property owners and occupants of the necessity for cleaning the septic tank.

- E. In the event the malfunction cannot be corrected by cleaning and the property is within two hundred fifty (250) feet of an accessible public sewer system, the private system shall be disconnected and connection made to the public sewer system.
- F. Connection To Public Sewer:
1. At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in subsection [7-6-2D](#) of this Chapter and upon failure of that septic system as determined by the Public Works Director or designee, a direct connection shall be made to the public sewer in compliance with this Chapter within ninety (90) days. Any septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned and filled with suitable material.
 2. When a private sewage disposal system is abandoned within the Yorkville corporate limits, it shall be abandoned with the rules and regulations of the Kendall County Health Department.

- G. Responsibility Of Owner: The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times and at no expense to the City.

- H. Provisions Nonlimiting: No statement contained in this Section shall be construed to interfere with any additional requirements that may be imposed by the County Health Department. (Ord. 1992-6, 4-23-1992)

7-6-4: SEWER ENGINEERING, INSTALLATION AND CONNECTIONS³:

All sanitary and storm sewer systems shall be engineered and installed in accordance with the Subdivision Control Ordinance Standards and Specifications, respectively, of the United City of Yorkville Municipal Code.

A. Permit Requirements; Fee:

1. Permit Required: No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the City.
2. Classification Of Permits:

a. There shall be two (2) classes of building sewer permits:

- 1) Residential wastewater service, and
- 2) Commercial, institutional/governmental or industrial wastewater service as outlined in the classification definitions in Section 10-6-0 of the City of Yorkville's Zoning Ordinance. (Ord. 1992-6, 4-23-1992)

3. Restrictions On Issuance Of Permit: A building sewer permit will only be issued and a sewer connection shall only be allowed if it can be demonstrated, by the petitioner, that the downstream sewerage facilities, including sewers, pump stations and wastewater treatment facilities, have sufficient capabilities to process the additional anticipated waste load.

B. Use Of Old Building Sewers: Old building sewers may be used in connection with new buildings only when they are found, on examination and approved by the Public Works Director or his designee, to meet all requirements as outlined below:

1. All sanitary sewer pipe materials shall conform to the latest applicable ANSI(American National Standards Institute), ASTM (American Society for Testing and Materials), AWWA(American Water Works Association) , AASHTO (American Association of State Highway Transportation Officials), or other nationally accepted standards. Only the following sanitary sewer pipe and joint materials are approved for use in the United City of Yorkville, Illinois:

- a. Class 50 ductile iron pipe conforming to ANSI/AWWA C151/A.21.51-02 (or latest edition) with joints conforming to ANSI/AWWA C111/A.21.11-00 (or latest edition).
- b. Polyvinyl chloride (PVC) pipe (6 inch -16 inch) conforming to ASTM D2241-05 (or latest edition) (SDR 26 – sewer depth between 4-20 feet and SDR 21 for depths between 20-25 feet) with joints conforming to ASTM D3139-98 (2005) or latest edition.
- c. Solvent cement joints will not be allowed in the United City of Yorkville.
- d. Pipe shall be clearly marked as follows at intervals of 5 feet or less:

- i. Manufacture's name or trademark and code
- ii. Nominal pipe size

- iii. The PVC cell classification, for example 12454-B
 - iv. The legend "Type IPS SDR-26 PVC 1120 Sewer Pipe"
 - v. This designation "Specification D-2241" PVC Pipe shall be SDR 26. For sewer depths between 20 and 25 feet, SDR 21 shall be provided.
 - vi. Higher SDR numbers will only be allowed with the approval of the City Engineer.
- e. PVC FITTINGS All PVC fittings shall comply with ASTM F1970-05 (or latest edition) and fittings shall be clearly marked as follows:
- i. Manufacturer's name or trademark
 - ii. Nominal size
 - iii. The material designation PVC or IPS (iron pipe size), and this designation "Specification D2241" Fitting shall be molded for pipe sizes between 6 inches and 8 inches in diameter, and fabricated fittings for 10" to 16" in diameter.
 - iv. A minimum of 150 psi pressure class shall be provided. PVC fittings shall be SDR 26.
 - v. Higher SDR numbers will only be allowed with the approval of the City Engineer.
 - vi. Fittings shall be required to pass the same inspection and testing requirements of the PVC pipe.

1. CONNECTING DISSIMILAR PIPE MATERIALS

- a. Joints connecting dissimilar pipe materials shall be made with sewer clamp non-shear type couplings; Cascade CSS, Romac LSS, Fernco, Inc. Shear Ring or approved equal. When available, a standard joint with a transition gasket may be used. The name of the manufacturer, class, and date of issue shall be clearly identified on all sections of pipe. The contractor shall also submit bills of lading, or other quality assurance documentation when requested by the City Engineer.

C. Construction Specifications:

1. 1. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by a means which is approved in accordance with subsection C 2 of this Section and discharged to the building sewer.
2. An overhead sewer shall be required to be constructed in the lowest level of all new structures where the lowest level is three feet below the elevation of the crown of the street adjacent to the structure when such structures contain a toilet or shower facility within the lowest level. Plumbing fixtures to be served by an overhead sewer shall drain into an ejection pit with pump and tight seal lid which meets the requirements of the Illinois State Plumbing Code. The ejector pit shall be properly sealed, vented and located to receive sewage by gravity flow from which the liquid shall be lifted and discharged into the sanitary sewer service. The discharge size of the pump shall be a minimum of two inches, and discharge line shall be equipped with a backwater check valve, and ball valve. Plumbing fixtures above the aforesaid elevation shall drain entirely by gravity and shall not be drained through the ejection pit.

D. Connections To Public Sewer:

1. The applicant for the building sewer permit shall notify the City when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the Director of Public Works or his designee. A minimum of twenty-four (24) hours notice is required.
2. It is unlawful to construct combined sewers or other facilities intended to receive both runoff and sewage. Separate sanitary sewers and separate storm sewers shall be provided.
3. It is unlawful for any person owning or in possession of real estate to connect, permit to be connected or permit to remain connected any sewer to a public sanitary sewer which sewer receives roof drainage, foundation drainage, surface water or groundwater.

E. Discharge Into System:

All disposal by any person into the sewer system is unlawful except those discharges in compliance with Federal standards promulgated pursuant to the Federal Act and more stringent State and local standards.

2. Liability Of Owner: All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer. (Ord. 1992-6, 4-23-1992; amd. Ord. 1996-11, 9-12-1996, eff. 11-1-1996)
3. Owner and occupant responsibility for maintenance. The owner and occupant of the premises served by the public sewer system shall jointly and severally properly maintain and operate a building service sewer, house connection or sanitary sewer line to the point of connection to the City sewer system main line. Maintenance means keeping the sanitary sewer connection, sewer lines and other sewer facilities in satisfactory working condition and in a good state of repair (including but not limited to preventing any obstruction of extraneous material or flows from entering said facilities, protecting said facilities from any damage and keeping same free from defects or malfunctions), and making necessary provisions and taking necessary precautions to assure that said sewer facilities are at all times capable of satisfactorily performing the services and adequately discharging the facilities are intended to perform, discharge or produce.

7-6-4-1: TAP-ON FEES:

- A. Any residential property wishing to hook up to City sanitary sewer service shall pay to the City a flat rate of two thousand dollars (\$2,000.00) per dwelling unit. This is in addition to any and all other fees and charges by any other entity including the applicable sanitary district.

- B. Any multi-family building will pay an additional fee of four hundred dollars (\$400.00) for each drain unit for common area drains which include, but are not limited to, laundry rooms, floor drains, etc. This additional fee shall be paid based on the summation of drain units times the four hundred dollar (\$400.00) multiplier:

| | | |
|---------------------|---|-------|
| Laundry washer unit | x | 1/2 |
| Floor drain | x | 1/2 |
| Common use toilet | x | 1 1/2 |
| Common use shower | x | 1 |
| Common use sink | x | 1/2 |
| Pool facilities | x | 2 |
| Common use kitchens | x | 1 1/2 |

- C. All nonresidential properties shall be charged a fee based on the total number of drain units, as listed in schedule A at the end of this section, times a multiplier of four hundred dollars (\$400.00). This fee is in addition to all other fees charged by any other entity including sanitary districts.
- D. All toilets having more than three (3) outlets, shall pay at the additional rate of 0.5 drain unit per outlet each. This applies to both residential and nonresidential properties.
- E. The size, slope, alignment, materials of construction of a building sewer service, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the city and/or state building and plumbing code or other applicable rules and regulations of the city or Yorkville-Bristol sanitary district.
- F. No person(s) shall make connection of roof downspouts, foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building drain which in turn is connected directly or indirectly to a public sanitary sewer.
- G. The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the city and the Yorkville-Bristol sanitary district. All such connections shall be made gastight and watertight and

verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the city public works department before installation.

- H. All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city public works department.

I Schedule

For all purposes other than residential, the connection charge shall be \$1,400.00 multiplied by the number of units applicable to the use classified as follows:

| USE OF BUILDING | NUMBER OF UNITS |
|--|-----------------|
| GENERAL | |
| Each Private Toilet w/ no more than 3 outlets | 1 |
| Each Public Toilet w/ no more than 3 outlets | 1.5 |
| Each Public Shower w/ no more than 3 outlets | 1 |
| Soda Fountain | 1 |
| Each Automatic Washing Machine | 0.5 |
| KITCHENS | |
| Food Service Capacity (# of people) | |
| 1-49 | 1 |
| 50-99 | 2 |
| 100-199 | 3 |
| (add 1 unit for each additional 100 persons) | |
| Dishwasher | 1 |
| CAR WASH BAYS | |
| Single automatic | 2 |
| Self-serve covered | 1 |
| Production line (each) | 10 |
| OVERNIGHT FACILITIES (Industrial, Governmental, Commercial, etc.) | |
| Each unit w/ no more than 5 outlets | 0.5 |
| Each RV or Mobile Trailer unit w/ sanitary connection | 0.5 |
| ADDITIONS | |
| Each Additional Outlet | |
| 1-5 | 1 |
| 6-10 | 2 |
| (add 1 unit for each additional 5 outlets) | |

| Use Of Building | Number Of Drain Units |
|--|-----------------------|
| Stores, mercantile and office buildings: | |

| | | |
|---------------------------|---|----------|
| | Each private toilet | 1 |
| | Each public toilet with no more than 3 outlets | 1½ |
| | Each additional outlet | ½ |
| | Soda fountain | 1 |
| | Grocery stores and meat markets with garbage grinders | 2 |
| Drive-ins: | | |
| | Each public toilet | 1½ |
| | Kitchens | 1½ |
| Restaurants and theaters: | | |
| | Food service capacity number of persons: | |
| | 0 - 50 | 1 |
| | 50 - 100 | 2 |
| | 100 - 200 | 3 |
| | Each private toilet | 1 |
| | Each public toilet | 1½ |
| Service stations: | | |
| | Each public toilet | 1½ |
| | Wash rack | 2 |
| Clubs: | | |
| | Each toilet | 1½ |
| | Restaurant charge | As above |
| Motels and hotels: | | |
| | Each room with bath or shower and/or toilet | ⅓ |
| | Each public toilet | 1½ |
| | Restaurant charge | As above |

| | | |
|---|---|----------------|
| Mobile trailer parks: | | |
| | Each trailer space with sanitary sewer outlet | $\frac{1}{2}$ |
| | Each automatic washer unit | $\frac{1}{2}$ |
| | Each public toilet | $1\frac{1}{2}$ |
| | Each public shower | 1 |
| Laundries: | | |
| | Each automatic washer unit | $\frac{1}{2}$ |
| | Each public toilet | $1\frac{1}{2}$ |
| Self-service car wash: | | |
| | Per rack (covered) | 1 |
| | Per rack (uncovered) | 4 |
| Automatic car wash: | | |
| | Each production line | 10 |
| | Each public toilet | $1\frac{1}{2}$ |
| Nursing homes and hospitals: | | |
| | Resident capacity of each building determined from architect's plans and specifications divided by 4 (quotient to 2 decimal points) | |
| Schools: | | |
| | Student capacity of each building determined from architect's plans and specifications divided by 12 (quotient to 2 decimal points) | |
| Dormitories, fraternities and sororities: | | |
| | Resident capacity of each building determined from architect's plans and specifications divided by 6 (quotient to 2 decimal points) | |

(Ord. 1996-11, 9-12-1996, eff. 11-1-1996)

7-6-4-2: SEWER INFRASTRUCTURE IMPROVEMENT AND MAINTENANCE FEE:



Each utility customer using the public sanitary sewer system shall be charged a monthly infrastructure improvement for the sanitary sewer system of four dollars (\$4.00) April 30, 2021. Each utility customer using the public sanitary sewer system shall be charged a monthly maintenance fee for the sanitary sewer system of ten dollars and forty-four cents (\$10.44). These fees shall be billed as part of the City's utility billing system pursuant to this title. (Ord. 2019-16, 3-26-2019)

7-6-5: USE RESTRICTIONS:

7-6-5-1: DISCHARGE OF EFFLUENT:

- A. No person shall discharge, or cause to be discharged, any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water or unpolluted industrial process waters to any sanitary sewer.
- B. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers or to a natural outlet approved by the City Engineer. Industrial cooling water or unpolluted process waters may be discharged on approval of the engineer, to a storm sewer or natural outlet. (Ord. 1992-6, 4-23-1992)

7-6-5-2: PROHIBITED SUBSTANCES:

No person shall discharge, or cause to be discharged, any of the following described waters or wastes to any public sewers:

- A. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
- B. Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance or create any hazard in the receiving waters of the sewage treatment plant.
- C. Any waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
- D. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders. (Ord. 1992-6, 4-23-1992)

7-6-5-3: MATERIALS UNDER SPECIAL REVIEW:

- A. No person shall discharge or cause to be discharged the following described substances, materials, waters or wastes if it appears likely in the opinion of the director of the Yorkville-Bristol sanitary district that such wastes can harm either the sewers, sewage treatment process or equipment; have an adverse effect on the receiving stream; or can otherwise endanger life, limb,

public property or constitute a nuisance. In forming the opinion as to the acceptability of these wastes, the director will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant and maximum limits established by regulatory agencies. The substances prohibited are:

1. Any liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit (150°F) (65°C).
2. Any waters or wastes containing toxic or poisonous materials or oils, whether emulsified or not, in excess of one hundred milligrams per liter (100 mg/l) or containing substances which may solidify or become viscous at temperatures between thirty two degrees Fahrenheit (32°F) (0°C) and one hundred fifty degrees Fahrenheit (150°F) (65°C).
3. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths (³/₄) horsepower (0.76 hp metric) or greater shall be subject to the review and approval of the city engineer.
4. Any waters or wastes containing strong acid, iron pickling wastes or concentrated plating solution, whether neutralized or not.
5. Any waters or wastes containing iron, chromium, copper, zinc or similar objectionable or toxic substances or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the Yorkville-Bristol Sanitary District for such materials.
6. Any waters or wastes containing phenols or other taste or odor-producing substances, in such concentrations exceeding limits which may be established by the Yorkville-Bristol Sanitary District as necessary after treatment of the composite sewage, to meet the requirements of the State, Federal or other public agencies of jurisdiction for such discharge to the receiving waters.
7. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Yorkville-Bristol Sanitary District in compliance with applicable State or Federal regulations.
8. Any wastes or waters having a pH in excess of nine and five-tenths (9.5).
9. Any mercury or any of its compounds in excess of 0.0005 mg/l as Hg at any time except as permitted by the Yorkville-Bristol Sanitary District in compliance with applicable State and Federal regulations.
10. Any cyanide in excess of 0.025 mg/l at any time except as permitted by the Yorkville-Bristol Sanitary District in compliance with applicable State and Federal regulations.
11. Materials which exert or cause:
 - a. Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate);
 - b. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);
 - c. Unusual BOD, chemical oxygen demand or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works;
 - d. Unusual volume of flow or concentrations of wastes constituting "slugs" as defined herein.

12. 12. Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of agencies having jurisdiction over discharge to the receiving waters.

B. If any waters or wastes are discharged or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated herein, and/or which are in violation of the standards for pretreatment provided in 40 CFR 403, June 26, 1978, and any amendments thereto, and which in the judgment of the City may have a deleterious effect upon the sewage works, processes, equipment or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the City may:

1. Reject the wastes;
2. Require pretreatment to an acceptable condition for discharge to the public sewers;
3. Require control over the quantities and rates of discharge; and/or
4. Require payment to cover the added costs of handling and treating the wastes not covered by existing taxes or sewer charges, under the provisions of Section [7-6-5-7](#) of this Chapter. If the City permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the City Engineer and subject to the requirements of all applicable codes, ordinances and laws. (Ord. 1992-6, 4-23-92)

7-6-5-4: INTERCEPTORS:

Grease, oil and sand interceptors shall be provided when, in the opinion of the City Engineer, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts or any flammable wastes, sand or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Engineer and shall be located as to be readily and easily accessible for cleaning and inspection. (Ord. 1992-6, 4-23-92)

7-6-5-5: PRELIMINARY TREATMENT:

Where preliminary treatment or flow-equalizing facilities are provided, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense. (Ord. 1992-6, 4-23-92)

7-6-5-6: MEASUREMENTS, TESTS AND ANALYSES:

A. Each industry shall be required to install a control manhole and, when required by the City Engineer, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessible and safely located and shall be constructed in accordance with plans approved by the City Engineer. The manhole shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times.

- B. The owner of any property serviced by a building sewer carrying industrial wastes shall provide laboratory measurements, tests and analyses of waters and wastes to illustrate compliance with this Chapter and any special conditions for discharge established by City of Yorkville, Yorkville-Bristol Sanitary District or regulatory agencies having jurisdiction over the discharge.

The number, type and frequency of laboratory analyses to be performed by the owner shall be as stipulated by the City, but no less than once per year the industry must supply a complete analysis of the constituents of the wastewater discharge to assure that compliance with the Federal, State and local standards are being met. The owner shall report the results of measurements and laboratory analyses to the City at such times and in such a manner as prescribed by the City. The owner shall bear the expense of all measurements, analyses and reporting required by the City. At such times as deemed necessary, the City reserves the right to take measurements and samples for analysis by an outside laboratory service.

- C. All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this Chapter shall be determined in accordance with the latest edition of IEPA Division of Laboratories Manual of Laboratory Methods and shall be determined at the control manhole provided or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb and property. The particular analyses involved will determine whether a twenty four (24) hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from twenty four (24) hour composites of all outfalls, whereas pHs are determined from periodic grab samples. (Ord. 1992-6, 4-23-92)

7-6-5-7: SPECIAL AGREEMENTS:

No statement contained in this Section shall be construed as preventing any special agreement or arrangement between the City, Yorkville-Bristol Sanitary District and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the City and Sanitary District for transport and treatment, subject to payment therefor, in accordance with Sections [7-6-6-1](#) through [7-6-6-4](#) of this Chapter, by the industrial concern, provided such payments are in accordance with Federal and State guidelines for user charge system. (Ord. 1992-6, 4-23-92)

7-6-6: RATES AND CHARGES:

7-6-6-1: BASIS FOR SEWER MAINTENANCE CHARGES:

The sewer maintenance charge for the use of and for service supplied by the sanitary sewer facilities of the City shall consist of a basic user charge and a debt service charge.

A. Basic User Charge:

1. The basic user charge is levied on all users to recover the operation, maintenance and replacement (OM&R) and shall be based on the annual composite water usage as recorded by water meters or sewage meters for wastes having the following normal domestic concentrations:

- a. A five (5) day, twenty degree (20°) Celsius biochemical oxygen demand (BOD) of two hundred (200) mg/l.
- b. A suspended solids content of two hundred fifty milligrams per liter (250 mg/l).

1. The basic user charge shall be computed as follows:

- a. Estimate the annual wastewater volume, utilizing current water use records.
- b. Estimate the projected annual revenue required to operate and maintain the wastewater facilities, including a replacement fund for the year, for all works categories.
- c. Proportion the estimated OM&R costs to each of two (2) classes: residential and nonresidential, based on annual volumes released to the sanitary sewer.

B. Debt Service Charge: The debt service charge is assigned to residential and nonresidential users of the sanitary sewer system. (Ord. 1992-6, 4-23-1992)

7-6-6-2: MEASUREMENT OF FLOW:

The volume of flow used for computing basic user charges for each class shall be the annual composite of metered water consumption for each respective class, read to the lowest even increments of one million (1,000,000) gallons.

A. If the person discharging wastes into the public sewers procures any part, or all, of his water from sources other than the public waterworks system, all or part of which is discharged into the public sewers, the person shall install and maintain, at his expense, water meters of a type approved by the public works department for the purpose of determining the volume of water obtained from these other sources.

B. Devices for measuring the volume of waste discharged may be required by the city engineer if these volumes cannot otherwise be determined from the metered water consumption records.

C. Metering devices for determining the volume of waste shall be installed, owned and maintained by the contributor to the sanitary sewer. Following approval and installation, such meters may not be removed, unless service is canceled, without the consent of the city engineer. (Ord. 1992-6, 4-23-1992)

7-6-6-3: RATES AND CHARGES ESTABLISHED:

A. Sanitary sewer service rates shall be as follows:

1. The sewer rates shall be:

\$20.87 bimonthly

6

- B. Notwithstanding the rates hereinabove set forth, the city council retains its right at any time to change, increase, decrease, add or eliminate charges so long as such action is taken in accordance with all applicable law. (Ord. 2014-16, 4-22-2014)

7-6-6-4: REVIEW AND REVISION OF CHARGES; NOTICE:

- A. The adequacy of the sewer maintenance charge shall be reviewed, not less often than annually. The sewer maintenance charges shall be revised periodically to reflect a change in local capital costs or OM&R costs.
- B. The users of the sanitary sewer facilities will be notified annually, in conjunction with a regular bill, of the rate and that portion of the user charges which are attributable to the wastewater operation, maintenance and replacement. (Ord. 1992-6, 4-23-1992)

7-6-6-5: BILLS FOR SERVICE; DELINQUENCIES:

- A. Payment, First Notice: First notice bills for sewer service shall be mailed on or about January 1, March 1, May 1, July 1, September 1, and November 1 of each year, and all first notice bills and charges for sewer service and other services are payable at the Office of the Finance Director within thirty-five (35) days of the date of mailing.

7-6-6-6: DISPOSITION OF REVENUES:

- A. Duties Of Finance Director:

1. Monies To: All money due the Sewer Department from all purposes and sources, shall be managed by the Finance Director.
2. Custodian Of Funds: The Finance Director shall be custodian of the funds derived from income received from the sewer system, and shall be bonded for the faithful discharge of his duties. The Finance Director shall maintain separate accounts as is necessary or required by law.

- B. Sewer Fund: All revenue derived from the sewer rates as herein provided shall be kept separate and apart by the Finance Director from the other revenue of the City. Said revenues shall be known as the Sewer Fund and shall be used for the maintenance, extension, improvement and operation of said sewer system, the retirement of sewerworks bonds and certificates, and under no

circumstances shall this revenue be diverted to any other purpose unless authorized by City Council at any time.

7-6-6-7: BOOKS AND RECORDS; AUDITS:



A. Right Of Access; Use Inspection: The United City of Yorkville and its employees and the Illinois Environmental Protection Agency shall have ready access at all reasonable times to the premises, places or buildings where sewer service is supplied for the purpose of inspecting, examining and testing the consumption, use and flow of sewer, and it shall be unlawful for any person to interfere with, prevent or obstruct the United City of Yorkville or its duly authorized agent or the Illinois Environmental Protection Agency in its duties hereunder. Every user of the system shall take the same upon the conditions prescribed in this section.

B. Access To Records: The IEPA or its authorized representative shall have access to any books, documents, papers and records of the United City of Yorkville, which are applicable to the sewer system, of user charges for the purpose of making audit, examination, excerpts and transcriptions thereof to ensure compliance with the terms of any loan obtained from the IEPA under its Public Water Supply (PWS) Loan Program.

7-6-6-8: EFFECTIVE DATE OF RATES:

The rates and service charges established for user charges in sections [7-6-6-1](#) through [7-6-6-4](#) of this chapter shall be effective as set forth by the ordinance or resolution establishing such rates and service charges. (Ord. 1992-6, 4-23-1992; amd. Ord. 1998-17, 5-14-1998, eff. 7-1-1998)

7-6-6-9: APPEALS:

Users shall be provided the method for computing rates and service charges within fourteen (14) days of written request. City shall make best efforts to remedy any disagreement with the method used or the computations made within thirty (30) days of a formal written appeal outlining the discrepancies. **7-6-7: PROTECTION FROM DAMAGE:**  

No unauthorized person shall maliciously, wilfully or negligently break, damage, destroy or tamper with any structure, appurtenance or equipment which is a part of the sewage works. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct. (Ord. 1992-6, 4-23-1992)

7-6-8: POWERS AND AUTHORITY OF INSPECTORS:

A. Right Of Access; Use Inspection: The United City of Yorkville and its employees and the Illinois Environmental Protection Agency shall have ready access at all reasonable times to the premises, places or buildings where sewer service is supplied for the purpose of inspecting, examining and testing the consumption, use and flow of sewer, and it shall be unlawful for any person to interfere with, prevent or obstruct the United City of Yorkville or its duly authorized agent or the Illinois Environmental Protection Agency in its duties hereunder. Every user of the system shall take the same upon the conditions prescribed in this section.

B. Powers And Authority Of Inspectors:

1. The Director of Public Works and other duly authorized employees of the United City of Yorkville and the Illinois Environmental Protection Agency, bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this section. The United City of Yorkville or its representative shall have no authority to inquire into any processes, including metallurgical, chemical, oil refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterway or facilities for waste treatment.
2. While performing the necessary work on private properties referred to above the Director of Public Works or duly authorized employees of the United City of Yorkville and the Illinois Environmental Protection Agency shall observe all safety rules applicable to the premises established by the property owner or its agent, and the property owner or its agent shall be held harmless for injury or death to the United City of Yorkville employees, and the United City of Yorkville shall indemnify the company against liability claims and demands for personal injury or property damage asserted against the property owner and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the property owner or its agent to maintain conditions as required in this chapter.
3. The Director of Public Works and other duly authorized employees of the United City of Yorkville bearing proper credentials and identification shall be permitted to enter all private properties through which the United City of Yorkville holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewer system lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

7-6-9: SEWAGE AND WASTEWATER DRAINAGE INTO STORM SEWERS

PROHIBITED:

- A. Drainage Prohibited: It shall be unlawful for any person or institution, public or private, to connect or cause to be connected, any drain carrying, or to carry, any toilet, sink, basement, septic tank, cesspool, industrial waste or any fixture or device discharging polluting substances, to any open ditch, drain, or drainage structure installed solely for street or highway drainage purposes in the city.
- B. Additional Provisions: This section is intended to and shall be in addition to all other ordinances, state statutes, rules and regulations concerning pollution and shall not be construed as repealing or rescinding any other ordinance or part of any ordinance unless in direct conflict herewith.
(Ord. 1994-4, 3-10-1994)

Footnotes - Click any footnote link to go back to its reference.

[Footnote 1:](#) See [Title 2, Chapter 1](#) of this Code.

[Footnote 2:](#) 225 ILCS 225/1 et seq.

[Footnote 3:](#) See also Section [7-6-4-1](#) of this Chapter.

[Footnote 4:](#) 65 ILCS.



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

Agenda Item Number

Administration Committee #1

Tracking Number

ADM 2020-17

Agenda Item Summary Memo

Title: IT Contract

Meeting and Date: City Council – July 28, 2020

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: July 22, 2020
Subject: IT Contract - ratification

Summary

Ratification of the City's IT contract, previously completed and approved by the City through the GovIT Consortium.

Background

This item was last discussed at the February 2020 Administration Committee meeting. At that meeting, the committee reviewed the attached memo which outlined the then-imminent completion of a master IT contract between the GovIT Consortium communities and Interdev, the City's and the consortium's IT provider. The pandemic significantly delayed completion of the final document, but it was finally complete last week and sent to the City. The terms of the agreement are the same as what was described in the February 2020 memo. Generally, the City will move away from a minimum hours contract to a standards-based contract, with a base-level savings of around \$20,000 per year which will vary depending on the unit pricing within attachments. Additionally, another variable to annual cost is that more IT-related projects require one-off project authorizations and supplemental charges. Depending on the year and the number of special projects, our annual IT vendor costs could be slightly lower or higher than what we've historically spent.

Recommendation

Because the City has authorized participation in the consortium via intergovernmental agreement, and the contract is between the consortium and the IT provider, the IT provider contract does not need to be approved by the City Council. However, as a matter of transparency and ease of record keeping, we request a vote of ratification on the attached master contract. Regardless of outcome of the vote of ratification, the City's first date under the master contract will be August 1, 2020 and it will expire on June 30, 2023 unless otherwise canceled by the City or the consortium.



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: February 13, 2020
Subject: IT Contract

Summary

Review of the City's status in the IT consortium and the upcoming approval of a new IT contract with service provider Interdev.

Background

The City Council has partnered with Buffalo Grove, Glenview, Lincolnshire, Lake Bluff, Kenilworth, and Oswego as part of the GovIT consortium since March 2017. As part of this consortium, the communities have partnered to plan large IT projects, use group purchasing power to drive down costs, and contract with one IT provider, Interdev. Partnering with one IT vendor allows our consultant to easily and flexibly shift on-site staff and equipment between municipalities during planned large projects or during emergencies.

The City, and the GovIT consortium, have used Interdev as IT provider since Yorkville joined the consortium in March 2017. Because Yorkville and Oswego joined the consortium after it had been in existence for several months, and because Yorkville and Oswego were located far away from the other five communities, Yorkville and Oswego had a different contract with Interdev than the rest of the communities had with Interdev. Yorkville and Oswego's IT contract generally guaranteed a minimum amount of on-site and remote work hours for a minimum monthly price. For Yorkville, this meant the IT vendor guaranteed 8 hours on-site and 20 hours remote work, weekly. Yorkville's monthly invoice is just shy of \$9,800 and the annual cost is just shy of \$117,000. These dollar amounts, while tied to a minimum hour amount, have a set of very detailed standards for response and resolution of submitted tickets by Yorkville staff. For example, large issues like a network outage may have to be acknowledged within 30 minutes and resolved within 24 hours, while a smaller issue like a printer outage may have to be acknowledged in a couple hours and resolved within 3 days. The IT vendor and the consortium track all of these metrics and review them at the monthly consortium meetings.

After a few years of having separate IT contracts (original 5 communities and Yorkville/Oswego), the consortium worked towards a singular master contract, both for ease of administration and with the intent to test the national market for IT vendors. The consortium finished the master contract draft in mid-2019 and went out to market soon thereafter. The consortium received 4 proposals, including one from Interdev, and chose to move forward with a master contract with Interdev at the end of 2019. The master contract document as negotiated is attached, but a delay in the consideration of the contract with one of the communities may result in this master contract having to be changed in the near future. Therefore, no action is requested by the City Council at this time.

In general, the new contract will result in a decrease in base contract costs for Yorkville, from around \$117,000 to \$97,000. The new contract removes mandatory minimum staffing in favor of a much more complex and thorough set of standards; i.e. the communities each pay a monthly cost and the

service provider is expected to perform up to those standards regardless of the amount of hours needed. The new contract also thoroughly defines base level work items and says anything that is a one-off project expected to take more than 20 work hours to complete will be processed as a work order or standalone contract (with a supplemental fee). Based on the last few years of Yorkville's work items, we expect the new contract's base level cost plus projects to be close to the City's current contract annual value of \$117,000.

Finally, because the master contract removes hourly staffing minimums and all communities will be on the same contract, the City's intergovernmental agreement with Oswego for sharing of contract hours will not be necessary to amend or re-approve. Also, on an unrelated note, Oswego will be withdrawing from the consortium later this year and utilizing their in-house staff for IT services. I do not expect Oswego's decision to impact Yorkville's services with Interdev and the consortium.

Recommendation

This is an informational item. More information will be provided at a later meeting once the master contract is ready for approval.

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
RATIFYING A MASTER CONTRACT BY AND BETWEEN GovITC AND INTERDEV, LLC**

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

WHEREAS, the City entered into an Intergovernmental Agreement with several municipalities whereby the Government Information Technology Consortium (“*GovITC*”) was formed for the purpose of providing cost effective IT service to each of its members; and,

WHEREAS, the City has been advised by GovITC that it entered into a Master Contract with InterDev, LLC (the “*Service Provider*”) on June 30, 2020, for the purpose of establishing, operating, maintaining and supporting information technology systems, equipment, software and related services for each of the members of GovITC; and,

WHEREAS, the City desires the GovITC to engage the Service Provider to provide technology services to the City and other members of GovITC in accordance with the terms and conditions as set forth in the Master Contract attached hereto.

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

Section 1. The recitals set forth above are incorporated into this resolution as if fully restated herein.

Section 2. As a member of GovITC, the Mayor and City Council of the United City of Yorkville hereby ratify the Master Contract by and between Government Information Technology

Consortium and InterDev, LLC in the form attached hereto as *Exhibit A* and made a part hereof, to provide technology system services to the City.

Section 3. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2020.

| | | | |
|--------------------|-------|-------------------|-------|
| 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, Kendall County, Illinois, this _____ day of _____, 2020.

Mayor

Attest:

City Clerk



Government Information Technology Consortium

Information Technology Services

Contract Documents

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MASTER CONTRACT

The first four (4) to six (6) months prior to the official award of the contract will be considered a "Trial Period". Consortium members under the contract during the trial period shall issue a purchase order for a trial period of four (4) to six (6) months prior to the award of the contract in order for Consortium to evaluate the Consultant's services. In the event that the Consortium chooses, in its sole discretion, not to continue with the Service Provider there shall be no further obligation to the Consortium or its members.

After the Trial Period, this Master Contract (the "Contract") is made and entered into this 30 day of June, 2020 (the "Effective Date"), by and between the Government Information Technology Consortium ("GovITC"), an Illinois intergovernmental agency (the "Consortium"), and InterDev, LLC (the "Service Provider"). (For convenience, the "Consortium" and the "Service Provider" may be hereinafter referred individually as a "Party" and collectively as the "Parties."). For the first year of the contract, 2020, existing Consortium Members will move onto the Master Contract on January 1 or a date mutually agreed upon by the Member Community and the Service Provider.

WHEREAS, the Consortium is a public agency created by intergovernmental agreement among certain Illinois municipalities (the "IGA") pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

WHEREAS, the Service Provider will serve as the firm to establish, operate, maintain or support information technology systems, equipment, software, and related services (collectively, "Information Technology" or "IT") for the municipalities that are members of the Consortium (each, a "Member" and collectively, the "Members");

WHEREAS, the IGA contemplates a master contract by which the Consortium would designate service provider(s) to establish, operate, maintain, or support IT for the Members;

WHEREAS, the Consortium desires to engage the Service Provider to provide the IT services for the Members on the terms set forth in this Agreement, which shall be considered the Master Contract, as defined in the IGA;

WHEREAS, the Service Provider hereby represents to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the Consortium and the Service Provider hereby agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are incorporated herein by reference as if set forth in full.

SECTION 2. EXHIBITS

The following exhibits are attached hereto and incorporated in this Contract by reference:

- Overview
- Exhibit A – Scope of Base Services
- Exhibit B – Service Level Agreement ("SLA")/Penalties and Service Prioritization Examples
- Exhibit C – Insurance Requirements
- Exhibit D – Form of Special Project Services Scope(s)
- Exhibit E – GovITC Strategic Project Plan
- Exhibit F – Base Service Catalog Pricing

- Exhibit G - Change Order Form

In the event of a conflict between this Agreement and associated exhibits, the provisions of this Agreement shall control.

SECTION 3. SERVICES; INDEPENDENT CONTRACTOR

The Service Provider shall provide the base services described in Exhibit A (the "Base Services") to all Members in accordance with its terms, and shall provide the services described in any scope of special project services with a Member (each, a "Special Project Scope") to that Member (the "Special Project Services" and, with the Base Services, the "Services") in accordance with its terms. The Service Provider shall perform all Services to the best of its talents and expertise in accordance with this Contract and all exhibits hereto, including, without limitation, the SLA, and shall cooperate with employees and other consultants of the Consortium and the Members in so doing.

The Service Provider shall at all times be an independent contractor, engaged by the Consortium and the Members to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture, or agency relationship between the Parties or between the Service Provider and any Member. Neither the Service Provider nor any of its employees shall be considered to be employees of the Consortium or any Member for any reason, including, but not limited to, workers' compensation or other benefits. Unless otherwise agreed in writing, neither Party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4. TERM

4.1 The first four (4) to six (6) months prior to the official award of the contract will be considered a "Trial Period". Consortium members under the contract during the trial period shall issue a purchase order for a trial period of four (4) to six (6) months prior to the award of the contract in order for Consortium to evaluate the Consultant's services. In the event that the Consortium chooses, in its sole discretion, not to continue with the Service Provider there shall be no further obligation to the Consortium or its members.

4.2 Subject to earlier termination as set forth herein, the initial term of this Contract commence on the Effective Date and remain in effect for three (3) years (the "Initial Term").

4.3 The Initial Term may be extended by successive two (2) year periods or for any other period as mutually agreed to by the Parties in writing (each, a "Renewal Term" and, with the Initial Term, the "Term") prior to the expiration of the then-current Term.

4.4 At the end of any Term GovITC reserves the right to extend this contract for a period of up to one hundred and twenty (120) calendar days for the purpose of securing a new contract.

SECTION 5. TERMINATION OF AGREEMENT

51 Notwithstanding any other provision hereof, the Consortium may terminate this Contract for its convenience at any time upon 120 calendar days' prior written notice to the Service Provider. The Service Provider may terminate this Contract for its convenience at any time upon 120 calendar days' prior written notice to the Consortium.

52 Upon the Contract's expiration or termination by either Party, the Service Provider shall be required to abide by the Transition cooperation obligations as set forth in Section 6.

53 Either Party may terminate this Contract for cause upon written notice to the other following a material breach of a material provision of this Agreement by such other Party if the breaching Party does not cure such breach within ten (10) calendar days of receipt of written notice of such breach from the non-breaching Party.

54 In the event that this Contract is so terminated, the Service Provider shall be paid for Services actually performed as of the effective date of the termination.

55 Termination by a Member of its Base Services and/or any Special Project Services shall be in accordance with Exhibit A and the Member's Special Project Scope(s).

SECTION 6. TRANSITION COOPERATION

6.1 Upon expiration or termination of this Contract in accordance with Section 5, the Service Provider shall take all necessary actions to ensure an orderly and efficient transition of Services to the Members or another third-party service provider (the "Transition"), as outlined by items (a) – (f), below:

- (a) Throughout the Transition Period, which shall be defined as 90 calendar days after the effective date of (i) expiration of the Contract or (ii) termination of the Contract by either Party, the Service Provider will continue to perform the Services in accordance with the terms of the Contract and all exhibits hereto.
- (b) As part of the Transition, all Consortium and Member-owned equipment or property provided to the Service Provider under the Agreement (collectively, "Consortium Equipment") will be turned in to the Consortium or individual Member(s), as applicable, upon completion of Transition approval, and shall remain with the Consortium or individual Member(s) thereafter. Consortium Equipment includes, but is not limited to: computers, laptops, monitors, personal electronic devices (PEDs), flash and external hard drives, employee ID badges, software and software licensure, and any other items as deemed appropriate by the Consortium or applicable Member(s).
- (c) Transition of Intellectual Property shall abide by guidelines outlined in Section 21 of this Contract.
- (d) As part of the Transition, various user account accesses and authorizations must be created and disabled. Current Service Provider personnel possess user accounts and access necessary for contract deliverables. The Consortium, the Members, and/or employees of another third-party service provider will be granted access on the first day of the Transition Period. During the Transition Period, at a date determined by the Consortium, the Service Provider, and a new third-party provider (if applicable), all new access and new passwords will be activated. All Service Provider user accounts will then be disabled.
- (e) Knowledge transfer will occur over the entirety of the Transition Period. Knowledge transferring will take place

via various methods, and will encompass a variety of topics including, but not limited to: organizational structure, and processes, network infrastructure, network security, virtualization, disaster recovery, third-party software providers, records- management systems, database tasks and activities, service-level requirements, customer service requirements, documentation requirements, server structure and integrity, website and SharePoint systems, and all other topics, hardware, software as deemed necessary by the Consortium.

- (f) The Consortium will make the determination of when the Transition is completed in its sole discretion, and will provide a formal, written acceptance indicating such. Once the Transition has been formally accepted, all supporting documentation will be signed and accepted by the Parties. Following these approvals and signatures, the Transition will be considered complete. Notwithstanding the foregoing, the Consortium may, in its sole discretion, determine that the Transition is complete prior to the end of the Transition Period as set forth in Paragraph 6.1(c), above ("Early Determination"), and if the Consortium provides written notice of such Early Determination to the Service Provider, then the Transition Period shall end as of the date of such notice.

62 In the event that this Contract is terminated in accordance with Section 5, the Service Provider shall stagger the initiation of the Transition cooperation plan across the Members, in order to best serve the Transition.

63 Failure to stagger the Transition cooperation plan in accordance with Section 6.2 will result in a forfeit by Service Provider of any outstanding contractual funds to be paid by the Members under this Contract and the exhibits referenced herein.

SECTION 7. PAYMENTS TO SERVICE PROVIDER

7.1 Each Member shall pay the Service Provider for the Base Services in the amounts set forth in Exhibit A. Any Member with a Special Project Scope(s) shall pay the Service Provider for those Special Project Services those amounts set forth in that Member's Special Project Scope(s). In all cases:

- (a) Service Provider shall provide a 5% discount on projects for the GovITC. (This discount only applies to projects for the consortium and not for individual Members).
- (b) The Service Provider shall submit invoices in a format approved by each Member.
- (c) The Service Provider shall maintain records showing actual time devoted and costs incurred. The Service Provider shall permit authorized representatives of the Member to inspect and audit all data and records of the Service Provider for work done under this Contract. The Service Provider shall make these records available at reasonable times during the Term, and for three (3) years after termination or expiration of this Contract.
- (d) All payments to the Service Provider under this Contract and any Work Order shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

7.2 Escalation

- (a) Base Service rates shall be adjusted by 3% annually.
- (b) Written requests for price revisions to the "Services/Project Position Rates" after the first year period shall be submitted at least sixty (60) calendar days in advance of the annual Contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit.

GovITC reserves the right to reject a proposed price increase and terminate the Contract.

SECTION 8. ILLINOIS FREEDOM OF INFORMATION ACT

Within five (5) business days after the Consortium's or any Member's Notice to the Service Provider of the Consortium/Member's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 *et seq.* – herein "FOIA"), the Service Provider shall furnish all requested records in the Service Provider's possession which are in any manner related to this Contract, including but not limited to any documentation related to the Consortium/Member and associated therewith. The Service Provider shall not apply any costs or charge any fees to the Consortium/Member or any other person, firm or corporation for its procurement and retrieval of such records in the Service Provider's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Service Provider shall defend, indemnify and hold harmless the Consortium/Member including its several departments and including its officers and employees and shall pay all of the Consortium/Member's Costs arising from the Service Provider's failure or alleged failure to timely furnish such documentation and/or arising from the Service Provider's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Service Provider's and/or the Consortium/Member's defense of any litigation or other proceedings, including requests for review initiated by the Office of the Illinois Attorney General, associated therewith. In addition, if the Service Provider requests the Consortium/Member to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Service Provider shall pay all Consortium/Member Costs in connection therewith if the Consortium/Member, in its discretion, chooses to so deny the FOIA request. As used herein, "in the Service Provider's possession" includes documents in the possession of any of the Service Provider's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorney's fees, witness fees, filing fees and any and all other expenses — whether incurred by the Consortium/Member or the Service Provider.

SECTION 9. IDEMNIFICATION AND INSURANCE

The Service Provider agrees to indemnify, save harmless and defend the Consortium and the Members and all of their elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against, and hold them harmless from, any and all lawsuits, claims, injuries, demands, liabilities, losses and expenses; including court costs and reasonable attorney's fees which may arise or which may be alleged to have arisen out of, or in connection with the Service Provider's performance of any Services under this Contract and any of its exhibits including, without limitation, any Special Project Scope(s). The obligations of the Service Provider under this provision shall not be limited by the limits of any applicable insurance requirement of the Service Provider, and such obligations shall survive the expiration or termination of this Contract and its exhibits, including, without limitation, any Special Project Scope(s).

The Service Provider must procure and maintain, for the Term of this Contract, insurance as provided in Exhibit C hereto.

SECTION 10. NO PERSONAL LIABILITY

No official, director, officer, agent, or employee of any Party or Member shall be charged personally or held contractually liable by or to any other Party under any term or provision of this Agreement or because of its or their execution, approval or attempted execution of this Contract.

SECTION 11. NON-DISCRIMINATION

In all hiring or employment made possible or resulting from this Contract, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, sexual orientation, marital status, of the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any Services or activities made possible by or resulting from this Contract on the grounds of sex, race, color, creed, national origin, marital status, the presence of any sensory, mental or physical handicap or age except minimum age and retirement provisions. Any violation of this provision shall be considered a violation of a material provision of this Contract and any applicable Special Project Scope and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Contract or applicable Special Project Scope by the Consortium or subject Member, as applicable.

SECTION 12. ASSIGNMENT AND SUCCESSIONS

This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the Parties hereto; provided, however, that no assignment, delegation or subcontracting shall be made without the prior written consent of the Consortium, or in the case of any Special Project Scope, the prior written consent of the subject Member, which may be withheld in the Consortium's or the Member's respectively, sole discretion. Any assignment, delegation or subcontracting shall be subject to all the terms, conditions and other provisions of this Contract, and the Service Provider shall remain liable to the Consortium and the Members with respect to each and every item, condition and other provision hereof to the same extent that the Service Provider would have been obligated if it had done the work itself and no assignment, delegation or subcontract had been made.

SECTION 13. SEVERABILITY

The Parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect, provided that the continuation of such remaining provisions does not materially change the intent of the Contract.

SECTION 14. HEADINGS

The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

SECTION 15. MODIFICATION OR AMENDMENT

This Contract constitutes the entire agreement of the Parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the Parties. Each Party agrees that no representations or warranties shall be binding upon the other Party unless expressed in writing herein or in a duly executed amendment hereof.

SECTION 16. GOVERNING LAW; VENUE

This Contract shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois. Venue for any disputes arising hereunder shall lie exclusively in courts of competent jurisdiction located in Cook County, Illinois.

SECTION 17. NEWS RELEASES

The Service Provider may not issue any news releases without prior approval from the Consortium nor will the Service Provider make public proposals developed under this Contract without prior written approval from the Consortium, except as required by applicable law.

SECTION 18. NOTICES

Any notices required to be given to either Party to the other under this Contract shall be in writing, and all such notices shall be made either a) by personal delivery, b) by a recognized courier service, such as federal Express or UPS, or c) by United States certified mail, return receipt requested, addressed to the Consortium or the Service Provider, respectively, at the following addresses, or at such other address as the Consortium or the Service Provider may from time to time designate in writing. Notice will be effective upon receipt if delivered personally, on the date signed for if delivered by courier service, or three (3) business days after deposit in the U.S. mail, if mailed.

If to Consortium:

GovITC
50 Raupp Boulevard
Buffalo Grove, IL 60089
Attention: Jennifer Maltas

If to Service Provider:

InterDev, LLC
900 Holcomb Woods Pkwy
Roswell, GA 30076
Attention: Gary Nichols

Any notices to the Members shall be made at the addresses set forth on Exhibit E, attached hereto and incorporated herein by reference.

SECTION 19. SERVICE PROVIDER REPRESENTATIONS

The Service Provider hereby represents as follows:

- (a) It is duly authorized to do business in the State of Illinois, with power and authority to conduct its business as currently conducted and as contemplated by this Contract.
- (b) All necessary corporate, regulatory, or other similar action has been taken to authorize and empower the Service Provider to execute, deliver, and perform this Contract. The person(s) executing this Contract on behalf of the Service Provider is duly authorized to do so.
- (c) No proceeding of any kind, including, but not limited to, litigation, arbitration, judicial, or administrative, is pending or threatened against or contemplated by the Service Provider which would under any circumstances have any material adverse effect on the execution, delivery, performance, or enforceability of this Contract. As of the Effective Date of this Contract, the Service Provider has not received notice, and does not have a reasonable basis for believing, that the Service Provider or any of its Members, shareholders, partners, associates, officers, managers, or employees are the subject of any criminal action, complaint, or investigation pertaining to any felony charge, or any civil action or claim predicated on alleged acts of antitrust violations; business fraud; or discrimination due to race, creed, color, disability, gender, marital status, age, national origin, or religious affiliation.
- (d) This Contract constitutes a valid, legal, and binding obligation of the Service Provider, and to the extent permissible by law, is enforceable against it in bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the enforcement of creditors' rights generally and to general principles of equity, regardless of whether such enforcement is considered a proceeding in equity or at law;
- (e) The Service Provider is not barred from entering into this Contract as a result of violations of Sections 33E-3 or 33E-4 of the Illinois Criminal Code of 2012, 720 ILCS 5/1-1, et seq.
- (f) The Service Provider has a written sexual harassment policy in full compliance with 775 ILCS 5/2-105(A)(4).

SECTION 20. INTELLECTUAL PROPERTY

201 The Service Provider acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of any Member to the Service Provider for use in performing the Services created by Service Provider hereunder (the "Member Materials") are the sole and exclusive property of the applicable Member. The Service Provider acknowledges that this Contract is not a license to use the Member Materials except as needed to perform the Services hereunder.

202 If applicable, to the extent the Service Provider has agreed to obtain and/or license Third-Party Materials on behalf of a Member, the Service Provider shall obtain a license for the Member to use the Third-Party Materials as part of the Services for the specified purpose. "Third-Party Materials" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Service Provider for the benefit of a Member.

203 It is expressly understood that, excluding the Member Materials and Third-Party Materials, all Members and the Service Provider may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Service Provider in providing Services hereunder.

SECTION 21. RECORDS AND INFORMATION

Service Provider understands that it may receive or gain access to information that is confidential or highly sensitive in nature and acknowledges that such information will be used solely for the purpose of fulfilling its obligations under the Contract. Further, any output from this Contract is to be kept confidential and is for the sole use of the Consortium and the Members. Service Provider shall not reveal such information and/or output to other parties without the express written permission of the Consortium or the applicable Member(s). All records and documents received by Service Provider from the Consortium and any Members shall remain the sole property of the Consortium and said Members, and all such records, or exact copies thereof, shall be turned over intact to the Consortium and said Members within ten (10) calendar days of their request.

Confidential information shall include, without limitation:

- (a) All information that concerns the business affairs of the Consortium or a Member(s) including, without limitation, financial information, and all other data, records, and proprietary information involving the Consortium's or the Members' business operations.
- (b) Any information developed or created by Service Provider in connection with the Services being rendered under this Contract by Service Provider.
- (c) Any other information reasonably identified by the Consortium or a Member as confidential; provided however that confidential information shall not include the following:
 - i. Information known by, or generally available to the public at large through no breach by Service Provider of this Contract.
 - ii. Any information given to Service Provider by a third party without continuing restrictions on its use.
 - iii. Information disclosed by Service Provider with the Consortium or Member's approval.
 - iv. Information required to be disclosed by law.

SECTION 22. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each municipality and the Service Provider. The Service Provider agrees that the GovITC shall not be responsible in any way for purchase orders or payments made by the other municipalities. The Service Provider further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to other municipalities during the extended term of this Agreement.

The Service Provider and the other municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the Service Provider and the other municipality.

SECTION 23. COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be deemed an original with the same effect as if the signatures therein were on the same instrument.

SECTION 24. INDIVIDUAL MEMBER AGREEMENTS

The intent of the Parties, the Consortium, and the Members is that this Contract supersede and replace Members' individual agreements with their IT services that are in effect as of the Effective Date of this Contract ("Member Agreements"). On the Effective Date, the Member Agreements shall be superseded by this Contract, and the Member Agreements shall be terminated and rendered null and void and of no further effect. Nothing herein shall prohibit any Member from entering into additional agreements with other vendors after the Effective Date of this Contract for projects that are outside the scope of the Base Services or any Special Project Scopes, nor shall this Contract be deemed to supersede any such agreements.

SECTION 25. EFFECTIVE DATE

The Effective Date shall be the last date on which both Parties sign the Contract.

IN WITNESS WHEREOF, the Parties have executed this Master Contract as of the dates set forth below.

GovITC

By: Jennifer Maltas
Jennifer Maltas, GovITC President

Date: 6/30/20

Service Provider

By: Harry E. Nickol
Title: CEO

Date: 6/30/20



OVERVIEW

About the GovITC

The GovITC is a tax exempt governmental organization made up of several municipalities for the purpose establishing a long-term shared information technology service and support Consortium to operate more efficiently, reduce risk, and provide for a collaborative environment for innovation and continuous improvement. GovITC seeks to standardize hardware and software where possible. A service provider will understand the innovative nature of the Consortium and seek to help the municipalities to work together to form joint solutions. GovITC has the authority through State Law to enter into contracts and operate as a governmental entity. GovITC has an approved three year strategic plan which is in the first year of implementation and available upon request.

Upcoming projects

- Implementation of GovITC Strategic Plan initiatives (Exhibit E.)

About the Village of Buffalo Grove

Located 35 miles northwest of Chicago, Illinois, the Village of Buffalo Grove is a home-rule municipality covering more than 9.25 square miles in both Cook and Lake Counties. The Village of Buffalo Grove currently has a population of approximately 42,000 at the 2010 Census. The Village is a home-rule Municipality under the 1970 Illinois Constitution, operating under the Council-Manager form of government. The Village Board consists of a Village President and six Trustees. The Village's fiscal year begins on January 1 and ends on December 31. The Village is organized into seven departments and has approximately 210 full-time employees.

The Village of Buffalo Grove provides the following services to its citizens: police and fire protection, street maintenance and construction, flood control, health and human services, water and sewer, building and code enforcement, and general administrative functions. Geographical Information Systems and Dispatch Services are provided for under contract with other agencies. The Service Provider will need to interface with these agencies, but will not be providing these services.

Major software applications currently in use by the Village of Buffalo Grove include: Microsoft Office suite, New World ERP suite, Cartegraph, Laserfiche, Citrix Xen App (currently being phased out).

Upcoming projects 2020

- Community Development ERP implementation
- Transition to Office 365

Buffalo Grove IT Environment Audit

Users: 277

Desktops 277

LAN Devices: 126

WAN Devices: 18

Servers (Physical and Virtual): 94

About the Village of Glenview

1.1. DESCRIPTION OF THE VILLAGE

The Village of Glenview was incorporated in 1899, and today serves an area of 14 square miles with a population of 46,740. The Village is a home-rule Municipality under the 1970 Illinois Constitution, operating under the Council-Manager form of government. The Village Board consists of a Village President and six Trustees. The Village's fiscal year begins on January 1 and ends on December 31. The Village is organized into six departments and has approximately 373 computer users.

The Village of Glenview provides the following services to its citizens: police and fire protection, street maintenance and construction, flood control, health and human services, water and sewer, building and code enforcement, general administrative functions, and 911 services for 14 municipalities including Glenview. Public facilities requiring technical support are spread over 9 buildings, 20 SCADA locations, a radio network and 2 Metra stations.

1.2. ADMINISTRATIVE SERVICES DEPARTMENT

The Administrative Services Department is headed by a Village Department Head and has four (4) Divisions including the Information Technology Services Division. The Information Technology Services Division is currently outsourced through one provider.

1.3. GLENVIEW IT SERVICES

1.3.1. Day-to-Day Services

Information technology service encapsulates full-time, Monday through Friday business hours support and emergency after hours support 24x7. The Proposer will provide an IT Manager to manage staffing resources and projects.

1.3.2. Application Support

The Proposer will provide Sharepoint 2019 application support. Geographic Information Systems (GIS) is separately contracted and is not included in this scope of work.

1.3.3. Public Safety Dispatch Center Support

The Village of Glenview Public Safety Dispatch Center serves a population of 217,000 with a service area of 104.2 square miles. The Dispatch Center has 9 management and supervisory staff, one full-time New World application support staff, and 37 telecommunicators in two locations to provide joint 911 dispatch services to 13 northshore municipalities that is inclusive of 18 agencies in total (Glenview, Glencoe, Northfield, Kenilworth, Winnetka, Niles, Morton Grove, Highland Park, Lake Bluff, Lake Forest, Highwood, Lindenhurst, Grayslake). The Village also provides a hosted environment for one other municipality.

Dispatch consists of 9 positions Glenview ("Dispatch South") and 7 positions in Highland Park ("Dispatch North"). Each position runs various software applications, radio and phone communications with multiple monitors. Motorola radios and 9-1-1 phone system along with Tyler/New World Computer Aided Dispatch software and the suite of Tyler/New World public safety suite of software are used. Other applications and systems include Rave Alert, Smart 911, LEADS, NICE, FatPot, Linx, emergency medical dispatch (ProQA and Aqua), ImageTrend, Passage, STARCOM, fire station alerting, microwaves, and outdoor weather warning.

The Proposer will support the hardware, software image, and communications for the North and South Dispatch Centers. The Proposer would provide all network and server support.

1.4. ASSISTANCE TO BE PROVIDED TO THE VENDOR

Administrative Services Department staff and responsible management personnel will be available to assist the consultant by providing relevant information, assistance and direction.

The Village of Glenview will provide the Proposer with reasonable work space, desks and chairs in the option that the Village remains in the GovITC. The Proposer will also be provided with access to telephone and fax lines, computer workstations, and printers.

1.5. BASE SERVICE INITIATIVES AND PROJECTS 2020

To give the Proposer perspective on upcoming initiatives, the following are underway and/or planned in the next year. This list is provided for informational purposes only and is not all inclusive of initiatives planned or under consideration.

1.5.1. BASE SERVICE INITIATIVES

- ✓ Conduct a multi-year FY 2020-2022 technology strategic planning process.
- ✓ Purchase, image and replace remaining Windows 7 computers with Windows 10 (approximately 75 machines).
- ✓ Implement Microsoft Server 2008 upgrade plan for 12 Village servers including 4 Microsoft Exchange servers.
- ✓ Conduct an Office 365 evaluation (bandwidth, licensing, security, outages) and related activities including a transition plan, procurement, installation and support.
- ✓ Support TylerForms Munis Migration and Tyler Munis 2019.1 upgrade. Move Munis application environments to separate servers.
- ✓ Support the deployment of iPads for the Fire Crewforce application.
- ✓ Support the transfer of data communication network from third-party provider to microwave solution connected to the Northfield Township Technology Consortium.
- ✓ Complete final ICN connection for Dispatch communities.
- ✓ Procure and manage the installation of audio visual solution for 5 fire stations.
- ✓ Support deployment of new Police electronic ticketing system.
- ✓ Support deployment of new Police Socrata software.
- ✓ Complete Sharepoint 2019 intranet upgrade. Develop plan and implement Sharepoint 2019 upgrade for the Village website.

1.5.2. PROJECTS 2020

| Project Name | Estimated Hours |
|---|-----------------|
| 1. Support staff Crystal Report conversion to Tyler Reporting Services. | 3 |
| 2. Support releasing a work order/permitting/inspection software RFP. | 5 |
| 3. Support releasing an applicant tracking software RFP. | 1 |
| 4. Support releasing a performance management software RFP. | 3 |
| 5. Support staff update and modify their GIS data to be in compliance with the standards required for the implementation of the Statewide NG9-1-1 system. This includes a migration of data to Glenview Public Safety Dispatch Center New World test and production environments. | 2 |
| 6. Plan and migrate credit card machine processing to separate environment to increase security. | 16 |

Glenview IT Environment Audit

Users: 384

Desktops 384

LAN Devices: 94

WAN Devices: 28

Servers (Physical and Virtual): 104

About Lake Bluff

The Village of Lake Bluff is located approximately 33 miles north of the City of Chicago in Shield's Township in Lake County, Illinois. Lake Bluff is the furthest north of the string of eight affluent communities all fronting on Lake Michigan and known collectively as Chicago's "North Shore". Lake Bluff was incorporated in September 1895, operates under the Board/Administrator form of government, and has a land area of 4.5 square miles. The population as certified by the 2010 census is 5,722. Organizationally, the Village of Lake Bluff maintains a healthy financial profile (Aaa Rated) supported by strong reserves and revenue raising flexibility and a low debt burden. Lake Bluff provides Police, Fire/EMS, Building, Zoning, Engineering and Public Works services using 35 regular full-time personnel, volunteers (Fire/EMS), PT/seasonal workers, private sector service providers, and partnerships with other governmental agencies. The Village is also an internal service provider for a component agency (Lake Bluff Library). The Village's IT environment can be summarized as follows:

- 69 users in predominately PC environment
- Predominately virtual server environment (26 servers)
- Servers located in 3 different buildings with remote backup (executing a nightly backup plan for the critical servers, including a regularly-tested recovery process)
- Connection to WAN at PSB facility with fiber connection to Village Hall and microwave connection to PW facility
- Current backup process is daily and with remote back-up
- Hardware and software all currently supported (BS&A ERP <https://www.bsasoftware.com/about/>)
- InterDev currently providing technical support and guidance
- No Ad hoc solutions

Upcoming projects 2020

- Support document retention software implementation
- AMR water meter installation (community-wide)
- Guide procurement of Underground Fuel Storage Monitoring System
- Copier/related technology procurement (3 total)
- Plan and migrate credit card machine processing to separate environment to increase security
- Conduct an Office 365 evaluation
- Implement Current Strategy plan

Lake Bluff IT Environment Audit

Users: 60

Desktops 60

LAN Devices: 5

WAN Devices: 2

Servers (Physical and Virtual): 28

About the Village of Lincolnshire

The Village of Lincolnshire is situated 20 miles north of O'Hare International Airport and 30 miles from Chicago's Loop. The Village is also home to a number of high-profile global headquarters two nationally-recognized public school districts, ample recreational opportunities, easy highway access and highly-traveled arterials, as well as a responsible and business-friendly government. Lincolnshire is unique in that 7,300 residents reside within the Village, but more than 20,000 people frequent the Village each day for employment.

The Village is a home-rule municipality and is governed by a mayor and six trustees. The Village operates under a council-manager form of government, with five departments, 63.75 full-time equivalent employees, and 16 seasonal workers serving the community. Lincolnshire contracts its emergency dispatch services with the Village of Deerfield and utilizes MGP for its GIS services. Major software applications currently used include the Microsoft Office suite, BS&A ERP suite, and Tyler Technologies (New World).

Lincolnshire IT Environment Audit

Users: 76

Desktops 76

LAN Devices: 5

WAN Devices: 9

Servers (Physical and Virtual): 21

About the Village of Kenilworth

Kenilworth is located approximately 17 miles north of downtown Chicago and is nestled between the communities of Winnetka and Wilmette. The newest of the 8 Chicago suburban communities fronting on Lake Michigan which are commonly referred to as “the North Shore”, is has a population of 2,513 residents. The community provides full services including police, fire (contracted), public works, water distribution, building & planning, and administrative services. Public safety dispatching services are contracted and the Village is based in two primary operating locations, Village Hall and Public Works which are connected via a secure VPN tunnel.

Due to its size, the community relies upon outsourcing to the extent it meets service delivery expectations and routinely seeks ways to provide services more efficiently. Information technology services are currently fully provided by an outside contractor. The operating environment is primary Windows Server based with SQL Server for the enterprise software (BS&A) environment.

Project Goals for 2020 Include:

- Deploying a new physical server at Village Hall (main IT environment)
- Updating two remaining virtual servers from 2008 to Windows Server 2019
- Deploying a new police in-car camera system with remote downloading at Village Hall
- Explore record digitization options for building & planning division files

Kenilworth IT Environment Audit

Users: 35

Desktops 35

LAN Devices: 15

WAN Devices: 2

Servers (Physical and Virtual): 15

About the City of Yorkville

Located 60 miles southwest of Chicago, Illinois, the United City of Yorkville is a non-home rule municipality covering more than 18 square miles in Kendall County. The United City of Yorkville currently has a population of approximately 20,000 people, and is one of the fastest growing municipalities in Illinois. The City is a non-home rule municipality operated under the Mayor-Council form of government. The City Council consists of the Mayor and 8 aldermen, elected by 4 different wards. The City's fiscal year begins May 1, and ends on April 30. The City is organized into six different departments and has approximately 75 full-time employees.

The United City of Yorkville provides the following services to its residents: police protection, street maintenance and construction, flood control, water, sanitary sewers, building and code enforcement, planning, parks and recreation, and general administrative functions. The City's engineering services and waste collection are outsourced to two separate companies. The City's dispatch services are administered through a regional intergovernmental agreement. The service provider will need to interface with the regional organization administering dispatch services, but it will not be providing these services.

Major software applications currently in use by the United City of Yorkville include: Microsoft Office 365, New World Systems (police records currently), Laserfiche, Adobe Acrobat Pro, ArcGIS, WatchGuard (police in-car videos) and MSI (legacy ERP system, set to be phased out).

In the next few years, the City is planning on rolling out an entirely new ERP system (vendor TBD), to replace its analog phone system with a modern phone system, and to replace ~30 computers per year.

City of Yorkville IT Environment Audit

Users: 82

Desktops 82

LAN Devices: 11

WAN Devices: 4

Servers (Physical and Virtual): 26

Exhibit A

SCOPE OF SERVICES

- 1) **General Purpose:** The purpose of this agreement is for the GovITC to enter an agreement with the Consultant for all or part of its Information Technology (IT) management, development, operation, and maintenance. In addition to supporting the existing IT Services program, the Consultant will identify opportunities for continued development and enhancement.

GovITC will be sharing management, development, maintenance expertise and staffing with other municipalities as a member of the GovITC. The benefits to the GovITC include, but are not limited to, collective bargaining for rates and services, shared development costs, and joint purchasing and training.

The Consultant is the Service Provider for GovITC Base IT Services (as defined in this exhibit) and is responsible for providing the necessary IT professional resources to provide services to support this entity. The Consultant will facilitate and manage resource, cost, and technical innovation sharing among GovITC Members.

- 2) **Confidentiality:** GovITC documents provided to prepare the contract may have proprietary and confidential information. They shall not be copied, circulated, or otherwise provided to any person or organization that is not part of the process established for its consideration without the advance written permission of GovITC.
- 3) **Service Types:** The Consultant will provide and support three (3) service types. The three (3) services types are as follows:
 - A. **Base Services:** Services included are but not limited to IT Infrastructure; Workstations, Network, Telecommunications, Servers, Security Equipment, Desktop Support, Service Desk, Application Support, and Management/Administrative functions. Please see below.

| Base Service | Service Description |
|--------------------------------------|--|
| Acquisition and Procurement | A service supporting the request, configuration, and procurement of various technical devices, software, and other related services. |
| Application Configuration Deployment | See Configuration Management |
| Asset Tracking | See Configuration Management |
| Break Fix Maintenance | Hardware and related software support when a device has failed. Includes the repair or replacement of the failing device. |
| Capacity Management | Manage the throughput of all related local and wide areas network to ensure there is enough capacity to support all business requirements. |
| Change Management | The process responsible for controlling the lifecycle of all changes, enabling beneficial changes to be made with minimum disruption to IT services. Change management is responsible for managing all changes to the production environments of any GovITC member. |
| Configuration Management | The process responsible for ensuring that the assets required to deliver services are properly controlled, and that accurate and reliable information about those assets is available when and where it is needed. |
| Data Center Support | Support of Acquisition, Configuration, Network, Storage, Battery backups, repair services for data center related devices, software, and IT services. |
| Deployment | The activity responsible for movement of new or changed hardware, software, documentation, processes, and the like into the production environment. |
| Disposition | The organized process of disposing of any end of life device, capability, or asset. |
| Facilities Infrastructure | Infrastructure support for any facilities that are used to deliver any IT service to a GovITC member to ensure the agreed availability, capacity, and physical security are maintained. |
| Image Management | Manage the approved image for each device type this includes software version control. |
| Incident Management | The process responsible for managing the lifecycle of all incidents. Incident management ensure that normal service operation is restored as quickly as possible and the business impact is minimized. |
| IT Budgeting | Budgeting assistance to all GovITC members relating to estimated costs, proactive fund allocation, and project pricing based on defined scope and requirements. |
| IT Planning and Documentation | Assistance planning and documenting any new, changed, or modified IT services. |
| Knowledge Management | The process responsible for sharing perspectives, ideas, experience and information, and for ensuring that these are available in the right place and at the right time. |
| Monitoring Management | The process responsible for managing the repeated observation of a configuration item (CI) IT service, or process to detect events and to ensure that the current status is known. |
| Network Support | Support of the local and wide areas networks to ensure the agree availability, capacity, security and access are managed and maintained. |
| Operating System | Operating system and patch deployment and upgrades of workstations, servers, and network devices. |
| Patching Updates | Managing patch update that include: maintaining current knowledge of available patches; deciding what patches are appropriate for particular systems; ensuring that patches are installed properly; testing systems after installation; and documenting all associated procedures, such as specific configurations required. |
| Physical Security | Ensure physical security by integrating people, place, process and technology. |
| Problem Management | The process responsible for managing the lifecycle of all problems. Problem management proactively prevents incidents from happening and minimized the impact of incident that cannot be prevented. |
| Server Support | Server hardware, operating systems, and application software that resided on the service per agreement. |
| Service Desk | A single point of contact between the IT support provider and the users. A typical service desk manages incidents and service requests, and also handles communication with the users. |
| Software Version Control | Process of keeping a software system consisting of many versions and configurations well organized and up to date. |
| Strategic Planning | Assistance with near and long term planning within the scope of the services provided by the vendor. |
| Vendor Management | Management of the vendor's engagement via one or more dedicated resources. |
| Voice and Conferencing Support | Management and support of all voice and audio conferencing services delivered to any GovITC Member. |
| Wireless Support | Manage and support any current or future wireless networks. This includes availability, capacity, access, and security. |

- B. **Planned Projects:** Scoped and Un-scoped projects with requirements that will be provided by an individual municipality, reviewed by Consultant, Scope of Work Developed, and pricing provided by Consultant.

The Consultant shall receive from each member community a list of Base and Planned Projects for the next calendar year no later than July 1 each calendar year. The Consultant shall provide to the GovITC Board a schedule of pricing by August 1. The GovITC Board and the Consultant shall come to a mutual agreement as to the quantity and schedule for projects. To the extent possible, the projects schedule will be complete by October 31 of the calendar year. The GovITC Board may elect to suspend or reduce the SLA requirements in an effort to complete projects in a timely fashion.

- a. Projects that take less than 20 hours to complete shall be completed as though that project was a Base Service at no extra cost to the GovITC Member.
- b. Projects that clearly exceed 20 hours to complete must use the Special Projects Form and the Consultant and the GovITC Member shall agree to pricing and the GovITC member shall authorize work prior to InterDev beginning said Project.
- c. Projects that were estimated to take 20 hours or less time but do not shall be treated as follows.
 - i. Projects that exceed 20 hours of time due to unforeseen circumstances by InterDev and through no fault of the Member will be treated as those described in (a.) above
 - ii. Projects that exceed 20 hours of time due to change orders requested by the Member but do not exceed a 50% increase in hours required to complete the project will only be billed the balance of time in excess of 20 hours.
 - iii. Projects that exceed 20 hours of time due to change orders requested by the Member and exceed an increase of 50% in the hours required to complete the project will be billed for the entirety of the work.

Change Orders

Detailed written Requests for Change Orders must be submitted to the Municipality's Representative on the form provided (Exhibit G.). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Municipality's representative.

Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

A written Change Order must be issued by the affected Municipality's representative prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

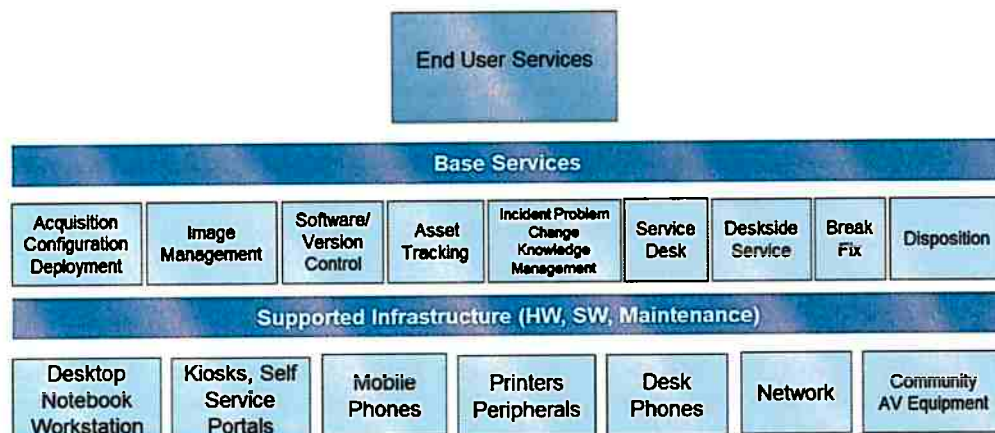
- C. **Optional Services:** May include a unique service needed by a municipality or smaller sub set of municipalities, and therefore does not fit in the Base Services. It would include those projects where GovITC wants to go to a competitive bid.

- 4) **Service Categories:** The Consultant will support five (5) service categories associated with each service type. The five (5) service categories are as follows:

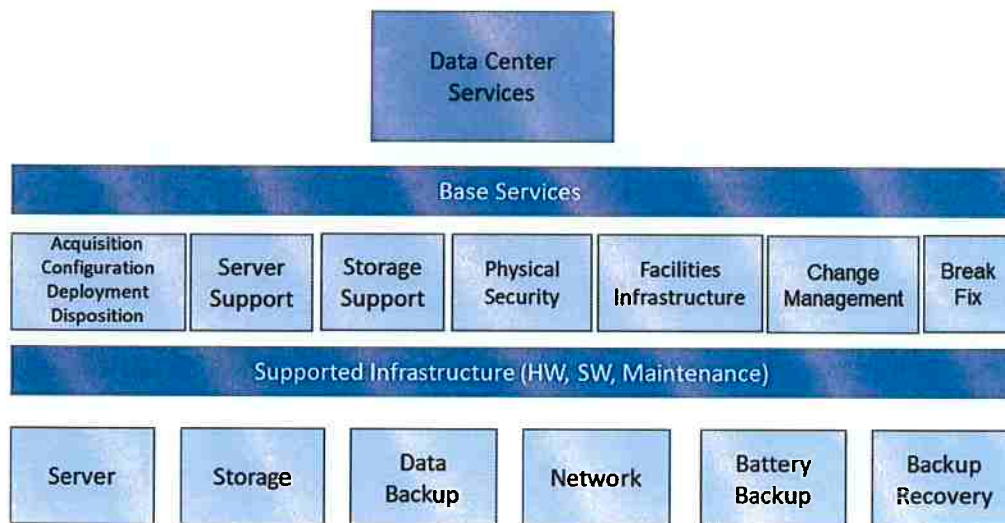
- A. **Management and Administration:** These services include, but are not limited to: Procurement, Facilities Management Support, Strategic Planning, IT Planning and IT Budgeting. Please see below.



- B. **End User Services:** These services include but are not limited to: Hardware acquisition, configuration, deployment, Image Management, Software Version Control, Asset Tracking, Deskside Service, Break/Fix, Disposition, and Incident, Problem and Change Management via centralized Service Desk. Please see below.

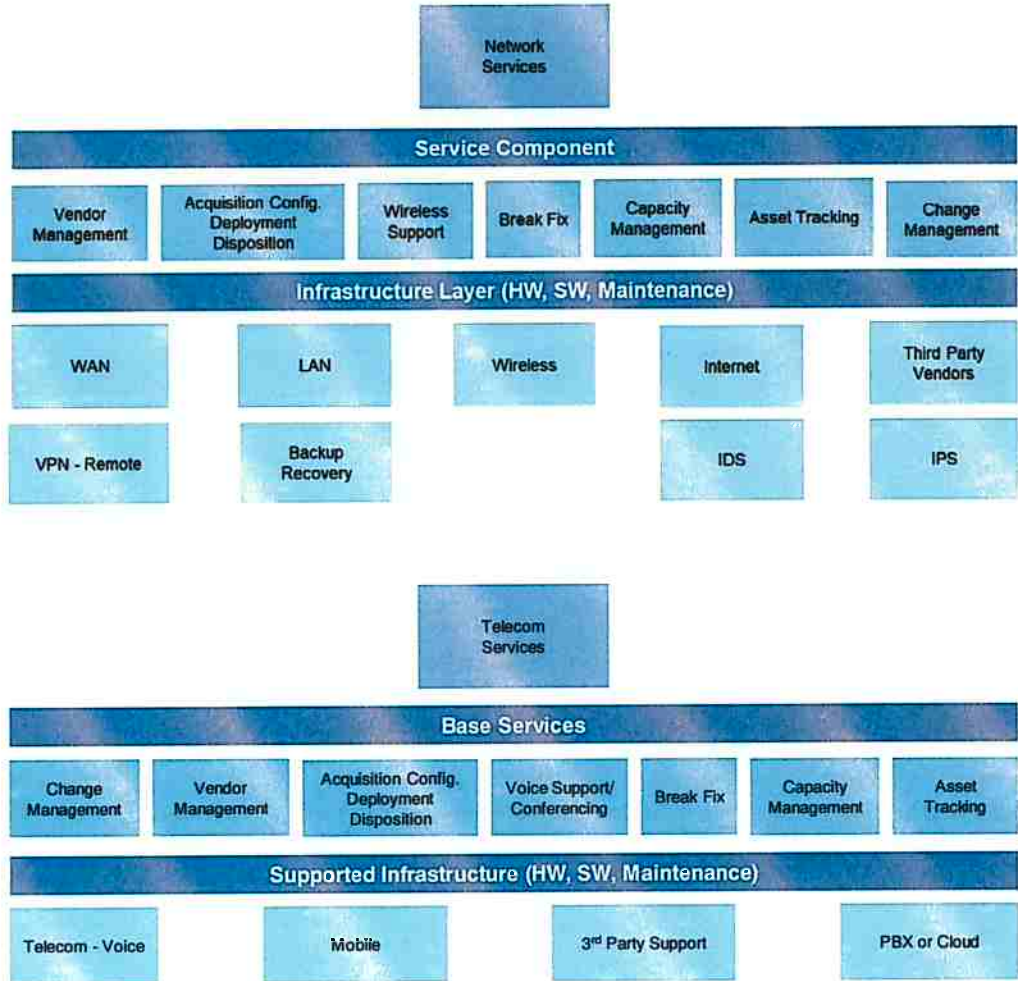


- C. **Data Center Services:** These services include but are not limited to: Hardware Lifecycle Management, Server Support, Storage Support, Network Support, Physical Security, Facilities Infrastructure, Change Management and Break/Fix. Please see below.

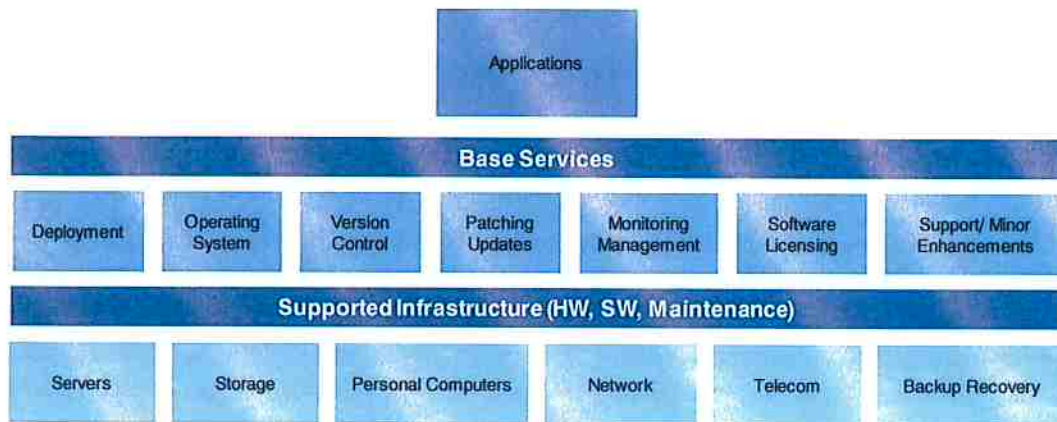


Data backup is the process of backing up any critical data or data that is important enough where losing the information would have a negative effect on the group or organization. Data recovery is the process of recovering the data that was backed up. Note that they are separate because the SLA or service requirements for data backup is to ensure that it is actually backed up and the service provider needs to validate the backup was successful. Data recovery is the process of retrieving the data and putting it back into production and available. The SLA for that usually relates to the speed of recovery and when the data will become available again after requesting its restoration.

- D. **Network and Telecommunication:** The services include but are not limited to: Vendor Management, Hardware Lifecycle Management, Asset Tracking, Change Management, Wireless Support, Capacity Management, Voice Support/Conferencing and Break/Fix. Please see below.



- E. **Applications Support:** These services include but are not limited to: Deployment, Operating Systems, Version Control, Patching Updates, Monitoring Management, and Software Licensing. Please see below.



- 5) **Service Catalog Pricing** – Exhibit E details the Service Catalog pricing for the Base Level Services that the Consultant will provide along with the associated SLA's listed in Exhibit B. The pricing and metrics will include but are not limited to:
- A. Management and Administration
 - B. End User Services
 - C. Data Center Services
 - D. Network and Telecom Services
 - E. Applications Support
- 6) **Facilities and Equipment** – The GovIT is willing to provide the Consultant with adequate office space, furnishings, hardware, software, and connectivity to fulfill the objectives of the IT Services program. The rate structure extended to GovITC Members is contingent of these provisions for the Consultant. Facilities and equipment include, but are not limited to the following:
- A. Office space for the Consultant staff. This space should effectively and securely house all required IT systems. Peripherals and support tools. This space must be available during normal business hours.
 - B. Furnishings include adequate desk(s), shelving, and seating for the Consultants staff.
 - C. A telephone line and phone to originate and receive outside calls.
 - D. A network connection with adequate speed and access to the Internet.
 - E. Hardware, Software, Peripherals, and Network connectivity to perform the IT Services objectives efficiently.

The Consultant is responsible for installing, operating, and monitoring the backup and recovery systems for all GovITC IT assets that permit the Consultant to continue services within a reasonable period following a disaster or outage.

- 7) **Termination** – Any individual Member can terminate their Base Services under Exhibit A for its convenience upon 120 calendar days written notice.

Exhibit B

SERVICE LEVEL AGREEMENT (SLA) AND PENALTIES

Service Level Agreement # 2

A Service Level Agreement (SLA) is an agreement between two parties for the delivery of specified services by a supplier/vendor to another party/user (Village), which may also be referred to in this documentation as the "Client". It is effectively an agreement the parties have designed, negotiated and agreed upon to identify and measure the services to be provided. It is a signed comprehensive document specifying the terms and conditions under which the service delivery is accomplished and defines the terms between the Consortium Members and any internal or external service providers.

All parties must clearly understand their respective roles and responsibilities with respect to the delivery of the services and this information is included in the SLA document. The common attributes include:

- Defines the village and the supplier/vendor
- Defines the terms and basis under which the Services will be delivered
- States how the Service performance levels are to be measured
- Provides a framework for the relationship between the Supplier and the Village.
- Specifies the Services to be delivered in the Service Catalog
- Specifies the services which are classified as a Project
- Specifies the costs of receiving those services

In the SLA the supplier/vendor and the village are identified as well as the statement of expectations and delivery terms. The village should also fully understand the services available, the cost of receiving the services and the basis for the calculation of those costs. (Service Catalog and Cost Model)

The agreement also provides the expectations to hold the supplier/vendor accountable for the quality and performance levels of the services and the service availability.

Defining the SLA is the first step in the process of establishing a management process for the delivery of services for the Consortium. The phases to be completed to establish the Consortium service delivery model include the following:

- Define, understand and develop the SLA's by service category
- Utilize the SLA service categories to identify and define the services for the Service Catalog
- Create the Cost Model and costs for the services defined in the Service Catalog

The following pages contain the SLA's, key metrics for the service within the Service Catalog attached to the Master Service Agreement and will be reported to the Consortium Members based on the defined period. Other service statistics that are not covered under the SLA agreement can be added to the monthly or quarterly reporting provided to the GovITC membership if those metrics are reportable by the service provider.

Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days.

| Service Types | Service Level Agreements | Response Times | Reported |
|---|--------------------------|---|----------|
| PC Hardware Incident Support <i>Standard support for hardware issues related to Standard, Power Mobile users including network printers and MFD.</i> | Single Priority Level | <ul style="list-style-type: none"> - Response: 30 Minutes - Plan: 8 hrs. - Resolution: 2 days - Ticket closure: 3 days - <i>Minimum SLA Compliance: 90%</i> | Monthly |
| Desk-side Application Incident Support <i>General Assistance: Application or personal procedure unusable, where a workaround is available or a repair is possible.</i> | Priority Level: Low | <ul style="list-style-type: none"> - Response: 4 hrs. - Planned: 8 hrs. - Resolution: 24 hrs. - <i>Minimum SLA Compliance: 90%</i> | Monthly |
| Desk-side Application Incident Support <i>Non-critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.</i> | Priority Level: Medium | <ul style="list-style-type: none"> - Response: 1 hrs. - Planned: 8 hrs. - Resolution: 24 hrs. - <i>Minimum SLA Compliance: 90%</i> | Monthly |
| Desk-side Application Incident Support <i>Production Impaired Critical functionality or network access interrupted, degraded or unusable, having a severe impact on services availability. No acceptable alternative is possible.</i> | Priority Level: High | <ul style="list-style-type: none"> - Response: 30 Minutes - Planned: 1 Hour - Resolution: 4 hrs. - <i>Minimum SLA Compliance: 90%</i> | Monthly |
| Mobile Application Incident Support <i>Standard support for software and operating system issues related to Mobile users.</i> | Single Priority Level | <ul style="list-style-type: none"> - Response: 30 Minutes - Planned: 8 hrs. - Resolution: 2 days - <i>Minimum SLA Compliance: 90%</i> - <i>(Note: In rare cases return to operation may include loaner, replacement or other</i> | Monthly |

| | | | |
|---|--|---|---------|
| | | <i>work around which provides functionality)</i> | |
| Server/Storage/Network Support <i>Production Down Emergency: An Error in the production environment that inhibits all, or substantially all, of the Software from functioning in accordance with its documentation. A Priority "one" Error is both severe and mission-critical.</i> | Priority Level: Critical | <ul style="list-style-type: none"> - Response: 15 Minutes - Planned: 30 Minutes - Resolution: 2 hrs. - Minimum SLA Compliance: 90% | Monthly |
| Server/Storage/Network Support <i>Production Impaired: An Error that causes major functionality of Software to be inhibited, but the Error does not materially disrupt Client's business.</i> | Priority Level: High | <ul style="list-style-type: none"> - Response: 30 Minutes - Planned: 1 Hour - Resolution: 4 hrs. - Minimum SLA Compliance: 90% | Monthly |
| Server/Storage/Network Support <i>Production Inhibited: An Error that inhibits a feature of the Software, but the Error does not materially disrupt business</i> | Priority Level: Medium | <ul style="list-style-type: none"> - Response: 2 Hrs. - Planned: 3 Hrs. - Resolution: 9 business hrs. - Minimum SLA Compliance: 90% | Monthly |
| Server/Storage/Network Support <i>General Assistance: Either a "how to" question, an Error that is minor or cosmetic in nature, or, an enhancement to be considered for development.</i> | Priority Level: Low | <ul style="list-style-type: none"> - Respond: 1 Day - Planned: 2 Days - Resolution: Agreed upon between parties, Typically Best Effort - Minimum SLA Compliance: 90% | Monthly |
| User Addition | <i>Service Request (No Priority Level)</i> | Normal Resolution: 8 hrs. Escalated Resolution: 2 hrs. Minimum SLA: 90% | Monthly |
| Password Reset | <i>Service Request (No Priority Level)</i> | Normal Resolution: 4 hrs. Escalated Resolution: 2 hrs. Minimum SLA: 90% | Monthly |
| User Server Access and/or similar Change | <i>Service Request (No Priority Level)</i> | Normal Resolution: 4 hrs. Escalated Resolution: 2 hrs. Minimum SLA: 90% | Monthly |

| | | | |
|--|--|---|-----------|
| All other requests | <i>Service Request (No Priority Level)</i> | Normal Resolution: Scheduled Escalated Resolution: Scheduled Minimum SLA: Delivered when committed with vendor, 90% of committed time | Monthly |
| Server Patching (Critical and Security Patches) | <i>Service Request (No Priority Level)</i> | 97% of server where patching is enabled are fully patched. | Monthly |
| Workstation Patching (Critical and Security Patches) | <i>Service Request (No Priority Level)</i> | 97% of workstations where patching is enabled are fully patched. | Monthly |
| Workstation Anti-Virus Coverage | <i>Service Request (No Priority Level)</i> | 90% of workstations with up-to-date coverage. | Monthly |
| Server Anti-Virus Coverage | <i>Service Request (No Priority Level)</i> | 90% of servers with up-to-date coverage. | Monthly |
| System Uptime | <i>Service Request (No Priority Level)</i> | Critical systems have an uptime of 99% | Quarterly |
| Server Data Backups | <i>Service Request (No Priority Level)</i> | 95% of all server backups are completed successfully | Quarterly |
| Vulnerability Scan Remediation | Critical | Resolved 30 days after initial vulnerability scans | Annual |
| Vulnerability Scan Remediation | Medium | Resolved 90 days after initial vulnerability scans | Annual |
| Customer Survey | <i>Service Request (No Priority Level)</i> | Will be released annually no later than at the end of the second quarter of the calendar year. | Annual |

Service Level Agreement # 2 – Penalty

Repeated failure to meet SLA requirements may result in Termination of the Agreement per the terms and conditions set forth in Section 5 of the Agreement and disbarment from proposing on future projects by the GovITC and its member communities.

Service Level Agreement # 2 – Exceptions

Any Systems that are not covered under an active/valid warranty or have been declared End-of-Life (EOL) by the vendor with limited or no support options by its manufacturer are considered a support liability. Instances where support is needed on those items, standard SLAs should not apply and penalties waived.

Instances when a member community knowingly purchases hardware, software, or services that do not comply with GovITC or industry best practices or standards, applicable SLAs and corresponding penalties should not apply if support on those items is requested.

Exhibit C

INSURANCE REQUIREMENTS

The Service Provider shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Service Provider from claims set forth below which may arise out of or result from the Service Provider's operations under the contract and for which the Service Provider may be legally liable, whether such operations be by the Service Provider or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Workers' Compensation Insurance covering all liability of the Service Provider under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

Employers Liability covering all liability of Service Provider as employer, with limits not less than: \$1,000,000 per injury - per occurrence; \$500,000 per disease - per employee; and \$1,000,000 per disease - policy limit.

Comprehensive General Liability in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor 's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Provider's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Service Provider, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement;

| | |
|-------------------------|--------------|
| General Aggregate Limit | \$ 2,000,000 |
| Each Occurrence Limit | \$ 1,000,000 |

Automobile Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Professional Liability Insurance shall be maintained to respond to claims for damages due to the Service Provider's errors and omissions.

| | |
|----------------------|-------------|
| Errors and Omissions | \$1,000,000 |
|----------------------|-------------|

Service Provider agrees that with respect to the above required insurance:

- (a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- (b) To provide separate endorsements: to name the GovITC as additional insured as their interest may appear, and; to provide thirty (30) days' notice, in writing, of cancellation or material change.
- (c) The Service Provider's insurance shall be primary in the event of a claim.

- (d) The GovITC shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to: GovITC of Buffalo Grove, 50 Raupp Blvd., Buffalo Grove, IL 60089.
- (e) A Certificate of Insurance that states the GovITC has been endorsed as an "additional insured" on a non-contributory basis by the Service Provider's insurance carrier.

Specifically, this Certificate must include the following language: "The GovITC, Members, and their respective appointed officials, employees, agents, Service Providers, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

Failure to Comply: In the event the Service Provider fails to obtain or maintain any insurance coverages required under this agreement, the GovITC may purchase such insurance coverages and charge the expense thereof to the Service Provider.

| Special Projects Services Form | |
|---|--|
| <i>This form should be used for services outside of the Base Services and requires a work effort greater than 20 hours.</i> | |
| Member: | |
| Project Summary: | |
| Requested Start Date: | |
| Requested Completion Date: | |
| Justification: | |
| Goal: (What does success look like for this project?): | |

| Hardware/Software | QTY |
|-------------------|-----|
| | |

| | |
|--|--|
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| | |
| | |

| | |
|--|--|
| | |
| | |
| | |
| Termination of these Special Services is agreed under the following terms: | |
| [EXAMPLE: | |
| • Consultant will be paid for all work completed prior to notice of termination | |
| • All equipment ordered that cannot be returned will be paid for by Member] | |
| Penalties agreed under the following terms: | |
| •[EXAMPLE: | |
| •This Special Service is a low priority with no penalty. | |
| •This Special Service has a daily 1% penalty for each work day after the completion date and the date the project is delivered.] | |

Completed By: _____
 Reviewed By: _____
 Approved By: _____

Exhibit E

BASE SERVICE CATALOG PRICING

Exhibit F
BASE SERVICE ORDER FORM

To be agreed to later.

Exhibit G
CHANGE ORDER FORM

Project Name _____ Change Order Number _____

Project Number _____ Date _____

The Project is altered as follows:

The original Project Amount was \$ _____

Amount altered by previous Change Order \$ _____

The Project Amount prior to this Change Order \$ _____

The Project Amount will be (increased, decreased)
by this Change Order in the amount of \$ _____

The new Project Amount including this Change Order \$ _____

Original Project Time _____

Hours altered by previous Change Order _____ Hours

The Project Time/Completion Time will be
(increased, decreased)by _____ Hours

The New Project Time _____

Accepted by:

Consultant

Printed Name

Signature

Title

GovITC Member

Printed Name

Signature

Title



SCHEDULE OF PRICES

INFORMATION TECHNOLOGY SERVICES

SERVICES/PROJECT POSITION RATES

| PROJECT RESOURCES | RATES |
|---|-----------|
| CIO | \$ 150.00 |
| Systems Engineer III/Network Engineer III | \$ 120.00 |
| Systems Engineer II/Network Engineer II | \$ 100.00 |
| Systems Engineer I | \$ 86.00 |
| Systems Administrator | \$ 77.00 |
| Help Desk Support Specialist II | \$ 65.00 |
| Help Desk Support Specialist I | \$ 55.00 |
| Security Engineer | \$ 165.00 |
| Project Management | \$ 110.00 |

| SERVICES | PRICING TYPE | RATES |
|---|------------------------|----------|
| Basic Network Monitoring | Per Device *** | \$ 7.50 |
| Advanced Network Monitoring | Per Device *** | \$ 9.00 |
| NOC Services | Per Device *** | \$ 25.00 |
| Server Monitoring | Per Device *** | \$ 4.00 |
| Application Monitoring | Per Application | \$ 4.00 |
| Patch Management | Per Device *** | \$ 4.00 |
| Endpoint Protection Platform | Per Device | \$ 1.25 |
| Endpoint Protection Platform with Basic DNS Filtering | Per Device | \$ 2.95 |
| Premium DNS Filtering | Per User * | \$ 1.25 |
| Multi-Factor Authentication | Per User | \$ 3.00 |
| Email Security Management & Archive | Per User | \$ 32.00 |
| Security Operations Center | Per Device / Per IP ** | \$ 5.00 |

SCHEDULE OF PRICES

Information Technology Services

TO: THE GOVERNMENT INFORMATION TECHNOLOGY CONSORTIUM,

FULL NAME OF SERVICE PROVIDER: InterDev

MAIN BUSINESS ADDRESS: 900 Holcomb Woods Parkway, Roswell GA 30076

The undersigned, declares that it has carefully examined the proposed work, the Contract Documents, and all other documents referred to or mentioned in the Contract Documents and it proposes and agrees, if this Proposal is accepted, that it will contract with the GovITC, in the form of the Contract attached, to complete the Work titled "Information Technology Services", and that it will take in full payment therefore the sums set forth in the following Schedule of Prices.

Each Service Provider shall be required to submit one original and four hard copies of pages 7-9 in a sealed envelope or box. Service Providers wishing to submit a price proposal for the optional services shall include their price proposals in the envelopes or packages referenced above. All envelopes and packages containing prices shall be marked or endorsed:

GovITC-2019-01 Schedule of Prices for Government Information Technology Consortium,
Information Technology Services

2-27-2020
Date

asmith@interdev.com
E-mail

678-672-1512
Phone Number

Ashley J. Smith
Signature

Ashley J. Smith
Printed Name

Chief Government Information Officer
Title

SCHEDULE OF PRICES

For SLA # 2

Glenview

| Administration | | | | | |
|--|--------------|---------------|--------------------------|-------------------|-----------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Management and Administration | \$ 6,232.72- | 12 | Per Month | Monthly | \$ 74,792.64 - |
| Enhanced 911 Services | \$ 5,060.00 | 12 | Per Month | Monthly | \$ 60,720.00 - |
| Shared Special Projects | \$ - | * | Per Month | Monthly | |
| Administration Total | | | | | \$ 135,512.64 - |

| End User | | | | | |
|--|--------------|---------------|--------------------------|-------------------|-----------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| End User Services | \$ 10,478.00 | 12 | Per Month | Monthly | \$ 125,736.00 - |
| End User Service Total | | | | | \$ 125,736.00 - |

| Data | | | | | |
|--|--------------|---------------|--------------------------|-------------------|----------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Data Center Services | \$ 7,900.00- | 12 | Per Month | Monthly | \$ 94,800.00 - |
| Data Center Services Total | | | | | \$ 94,800.00 - |

| Network and Telecom | | | | | |
|--|--------------|---------------|--------------------------|-------------------|----------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Network Services | \$ 3,580.00- | 12 | Per Month | Monthly | \$ 42,960.00 - |
| Telecom Services | \$ 1,690.00 | 12 | Per Month | Monthly | \$ 20,280.00 - |
| Network and Telecomm Total | | | | | \$ 63,240.00 - |

| Application Support | | | | | |
|--|------------|---------------|--------------------------|-------------------|----------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Application Support | \$7,980.00 | 12 | Per Month | Monthly | \$ 85,176.00 - |
| Application Support Total | | | | | \$ 85,176.00 - |

| Special Projects | | | | | |
|--|--------------|---------------|--------------------------|-------------------|-----------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Special Project Pricing ** | \$ 11,084.73 | 12 | Per Hour (blended) | Monthly | \$ 133,016.75 - |
| Special Project Total | | | | | \$ 133,016.75 - |

Total Services Charge \$ 637,481.39 -

* See Exhibit E.

**SharePoint pricing reflects a \$10,000 reduction in total value for the services and is valid for only one contract year.

This page is to be submitted on or before Thursday **October 3, 2019 at 10:00 am** separate and apart from the proposal packet in a sealed envelope, failure to do so may result in the disqualification of the contractor's proposal.

Lincolnshire

| Administration | | | | | |
|--|--------------|---------------|--------------------------|-------------------|---------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Management and Administration | \$1,401.44 - | 12 | Per Month | Monthly | \$16,817.25 - |
| Enhanced 911 Services | \$ - | 12 | Per Month | Monthly | \$ - |
| Shared Special Projects | \$ - | * | Per Month | Monthly | |
| Administration Total | | | | | \$16,817.25 - |

| End User | | | | | |
|--|--------------|---------------|--------------------------|-------------------|---------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| End User Services | \$2,356.00 - | 12 | Per Month | Monthly | \$28,272.00 - |
| End User Service Total | | | | | \$28,272.00 - |

| Data | | | | | |
|--|------------|---------------|--------------------------|-------------------|---------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Data Center Services | \$950.00 - | 12 | Per Month | Monthly | \$11,400.00 - |
| Data Center Services Total | | | | | \$11,400.00 - |

| Network and Telecom | | | | | |
|--|-------------|---------------|--------------------------|-------------------|---------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Network Services | \$ 305.00 - | 12 | Per Month | Monthly | \$ 3,660.00 - |
| Telecom Services | \$ 380.00 - | 12 | Per Month | Monthly | \$ 4,560.00 - |
| Network and Telecomm Total | | | | | \$ 8,220.00 - |

| Application Support | | | | | |
|--|------------|---------------|--------------------------|-------------------|---------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Application Support | \$1,596.00 | 12 | Per Month | Monthly | \$19,152.00 - |
| Application Support Total | | | | | \$19,152.00 - |

| Special Projects | | | | | |
|--|------------|---------------|--------------------------|-------------------|-------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Special Project Pricing | \$ - | 12 | Per Hour (blended) | Monthly | \$ - |
| Special Project Total | | | | | \$ - |

Total Services Charge \$ 83,681.28 -

* See Exhibit E.

This page is to be submitted on or before Thursday **October 3, 2019 at 10:00 am** separate and apart from the proposal packet in a sealed envelope, failure to do so may result in the disqualification of the contractor's proposal.

Lake Bluff

| Administration | | | | | |
|--|---------------|---------------|--------------------------|-------------------|----------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Management and Administration | \$ 1,106.40 - | 12 | Per Month | Monthly | \$ 13,276.80 - |
| Enhanced 911 Services | \$ - | 12 | Per Month | Monthly | \$ - |
| Shared Special Projects | \$ - | * | Per Month | Monthly | |
| Administration Total | | | | | \$ 13,276.80 - |

| End User | | | | | |
|--|---------------|---------------|--------------------------|-------------------|----------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| End User Services | \$ 1,860.00 - | 12 | Per Month | Monthly | \$ 22,320.00 - |
| End User Service Total | | | | | \$ 22,320.00 - |

| Data | | | | | |
|--|---------------|---------------|--------------------------|-------------------|----------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Data Center Services | \$ 1,400.00 - | 12 | Per Month | Monthly | \$ 16,800.00 - |
| Data Center Services Total | | | | | \$ 16,800.00 - |

| Network and Telecom | | | | | |
|--|-------------|---------------|--------------------------|-------------------|---------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Network Services | \$ 290.00 - | 12 | Per Month | Monthly | \$ 3,480.00 - |
| Telecom Services | \$ 300.00 - | 12 | Per Month | Monthly | \$ 3,600.00 - |
| Network and Telecomm Total | | | | | \$ 7,080.00 - |

| Application Support | | | | | |
|--|-------------|---------------|--------------------------|-------------------|----------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Application Support | \$ 1,260.00 | 12 | Per Month | Monthly | \$ 15,120.00 - |
| Application Support Total | | | | | \$ 15,120.00 - |

| Special Projects | | | | | |
|--|------------|---------------|--------------------------|-------------------|-------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Special Project Pricing | \$ - | 12 | Per Hour (blended) | Monthly | \$ - |
| Special Project Total | | | | | \$ - |

Total Services Charge **\$ 74,596.88 -**

* See Exhibit E.

This page is to be submitted on or before Thursday **October 3, 2019 at 10:00 am** separate and apart from the proposal packet in a sealed envelope, failure to do so may result in the disqualification of the contractor's proposal.

Kenilworth

| Administration | | | | | |
|--|-------------|---------------|--------------------------|-------------------|---------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Management and Administration | \$ 645.40 - | 12 | Per Month | Monthly | \$7,744.80 - |
| Enhanced 911 Services | \$ - | 12 | Per Month | Monthly | \$ - |
| Shared Special Projects | \$ - | * | Per Month | Monthly | |
| Administration Total | | | | | \$ 7,744.80 - |

| End User | | | | | |
|--|---------------|---------------|--------------------------|-------------------|----------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| End User Services | \$ 1,085.00 - | 12 | Per Month | Monthly | \$ 13,020.00 - |
| End User Service Total | | | | | \$ 13,020.00 - |

| Data | | | | | |
|--|-------------|---------------|--------------------------|-------------------|----------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Data Center Services | \$ 850.00 - | 12 | Per Month | Monthly | \$10,200.00 - |
| Data Center Services Total | | | | | \$ 10,200.00 - |

| Network and Telecom | | | | | |
|--|-------------|---------------|--------------------------|-------------------|---------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Network Services | \$ 190.00 - | 12 | Per Month | Monthly | \$ 2,280.00 - |
| Telecom Services | \$ 175.00 - | 12 | Per Month | Monthly | \$2,100.00 - |
| Network and Telecomm Total | | | | | \$ 4,380.00 - |

| Application Support | | | | | |
|--|------------|---------------|--------------------------|-------------------|--------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Application Support | \$735.00 | 12 | Per Month | Monthly | \$8,820.00 - |
| Application Support Total | | | | | \$8,820.00 - |

| Special Projects | | | | | |
|--|------------|---------------|--------------------------|-------------------|-------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Special Project Pricing | \$ - | 12 | Per Hour (blended) | Monthly | \$ - |
| Special Project Total | | | | | \$ - |

Total Services Charge \$ 44,164.80 -

* See Exhibit E.

This page is to be submitted on or before Thursday **October 3, 2019 at 10:00 am** separate and apart from the proposal packet in a sealed envelope, failure to do so may result in the disqualification of the contractor's proposal.

Yorkville

| Administration | | | | | |
|--|---------------|---------------|--------------------------|-------------------|---------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Management and Administration | \$ 1,512.08 - | 12 | Per Month | Monthly | \$18,144.96 - |
| Enhanced 911 Services | \$ - | 12 | Per Month | Monthly | \$ - |
| Shared Special Projects | \$ - | * | Per Month | Monthly | |
| Administration Total | | | | | \$18,144.96 - |

| End User | | | | | |
|--|--------------|---------------|--------------------------|-------------------|----------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| End User Services | \$2,542.00 - | 12 | Per Month | Monthly | \$ 30,504.00 - |
| End User Service Total | | | | | \$ 30,504.00 - |

| Data | | | | | |
|--|--------------|---------------|--------------------------|-------------------|----------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Data Center Services | \$1,450.00 - | 12 | Per Month | Monthly | \$ 17,400.00 - |
| Data Center Services Total | | | | | \$ 17,400.00 - |

| Network and Telecom | | | | | |
|--|-------------|---------------|--------------------------|-------------------|---------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Network Services | \$ 425.00 - | 12 | Per Month | Monthly | \$ 5,100.00 - |
| Telecom Services | \$ 410.00 - | 12 | Per Month | Monthly | \$ 4,920.00 - |
| Network and Telecomm Total | | | | | \$10,020.00 - |

| Application Support | | | | | |
|--|------------|---------------|--------------------------|-------------------|----------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Application Support | \$1,722.00 | 12 | Per Month | Monthly | \$ 20,664.00 - |
| Application Support Total | | | | | \$ 20,664.00 - |

| Special Projects | | | | | |
|--|------------|---------------|--------------------------|-------------------|-------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Special Project Pricing | \$ - | 12 | Per Hour (blended) | Monthly | \$ - |
| Special Project Total | | | | | \$ - |

Total Services Charge **\$ 96,732.96 -**

* See Exhibit E.

Buffalo Grove

| Administration | | | | | |
|--|---------------|---------------|--------------------------|-------------------|----------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Management and Administration | \$ 5,107.88 - | 12 | Per Month | Monthly | \$ 61,294.56 - |
| Enhanced 911 Services | \$ - | 12 | Per Month | Monthly | \$ - |
| Shared Special Projects | \$ - | * | Per Month | Monthly | |
| Administration Total | | | | | \$ 61,294.56 - |

| End User | | | | | |
|--|---------------|---------------|--------------------------|-------------------|-----------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| End User Services | \$ 8,587.00 - | 12 | Per Month | Monthly | \$ 103,044.00 - |
| End User Service Total | | | | | \$ 103,044.00 - |

| Data | | | | | |
|--|---------------|---------------|--------------------------|-------------------|----------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Data Center Services | \$ 4,700.00 - | 12 | Per Month | Monthly | \$ 56,400.00 - |
| Data Center Services Total | | | | | \$ 56,400.00 - |

| Network and Telecom | | | | | |
|--|---------------|---------------|--------------------------|-------------------|----------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Network Services | \$ 6,750.00 - | 12 | Per Month | Monthly | \$ 81,000.00 - |
| Telecom Services | \$ 1,385.00 - | 12 | Per Month | Monthly | \$ 16,620.00 - |
| Network and Telecomm Total | | | | | \$ 97,620.00 - |

| Application Support | | | | | |
|--|-------------|---------------|--------------------------|-------------------|----------------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Application Support | \$ 5,817.00 | 12 | Per Month | Monthly | \$ 69,804.00 - |
| Application Support Total | | | | | \$ 69,804.00 - |

| Special Projects | | | | | |
|--|------------|---------------|--------------------------|-------------------|-------|
| Pricing Worksheet for Supported Infrastructure | | | | | |
| Description | Unit Price | Est. Quantity | Unit Pricing Description | Billing Frequency | Total |
| Special Project Pricing | \$ - | 12 | Per Hour (blended) | Monthly | \$ - |
| Special Project Total | | | | | \$ - |

Total Services Charge **\$ 388,162.56 -**

* See Exhibit E.

This page is to be submitted on or before Thursday **October 3, 2019 at 10:00 am** separate and apart from the proposal packet in a sealed envelope, failure to do so may result in the disqualification of the contractor's proposal.



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

Agenda Item Number

Administration Committee #2

Tracking Number

ADM 2020-39

Agenda Item Summary Memo

Title: Governing Ordinance – Discussion of Review and Changes – First Reading

Meeting and Date: City Council – July 28, 2020

Synopsis: _____

Council Action Previously Taken:

Date of Action: ADM 07-15-20 Action Taken: Moved forward to City Council agenda.

Item Number: ADM 2020-39

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Bart Olson

Name

Administration

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: July 22, 2020
Subject: Procedural Ordinance Amendments

Summary

Summary of changes to City's procedural ordinance as proposed by Alderman Funkhouser and discussed at the July Administration Committee meeting.

Background

This item was last discussed by the Administration Committee at the July meeting. The attached redlined version of the Procedural Ordinance was drafted by Alderman Funkhouser and reviewed in concept at the Administration Committee meeting. The Committee agreed to moving the proposal to the City Council for further discussion, because the Committee did not have a written summary of the changes and felt it would be easier to discuss the changes as a group.

Since the Administration Committee meeting, I have reviewed the proposed changes and have the following comments and summary:

- 1) Page 1 – all changes are non-substantive
- 2) Page 2 – Section 1b - adds a section that summarizes/mimics the state law issue of the creation of a special City Council agenda, specifically that it may be called by the Mayor or any three aldermen. If this section were not added, the authority to call a special City Council meeting would still exist for the Mayor or any three aldermen.
- 3) Page 2 - Section 1c – adds a section that summarizes/mimics the state law on meeting notices and locations. If this section were not added, the guidelines would still exist under state law.
- 4) Page 2 – Section 1d – moves a previously-existing section of the City's procedural ordinance that summarizes/mimics the state law issue of who controls a meeting. The last sentence fragment in the section "should the Mayor and Pro Tem be unavailable" is not covered under the existing procedural ordinance or state law and would need to either be discussed/completed or stricken from the ordinance.
- 5) Page 2 – Section 1e – this is the City's current Mayor Pro Tem policy and the existing language in the Procedural Ordinance, and it has simply been moved within the ordinance.
- 6) Page 2 – Section 1f – adds a section clarifying that the City Attorney is the parliamentarian of the City Council for questions during the City Council meeting regarding the state statutes, Robert's Rules of Order, or other related topics. In the City's 2010 Governing Ordinance (the predecessor of the 2013 Procedural Ordinance), the City Attorney was declared as parliamentarian and the Mayor was required to appoint the City Attorney as parliamentarian. The City Attorney has been

recognized as parliamentary during meetings since 2013, even without this section in the City's current Procedural Ordinance. This section is not required by the Illinois Municipal Code, but it does aid in confirming the role should a question about Robert's Rules of Order come up during the meeting.

- 7) Page 2 - Section 1g – the track changes version of the text appears to:
 - a. Change the section near the beginning of City Council agendas which currently allow Citizen Comments on agenda items only to allow Citizen Comments on any matter.
 - b. Limits individual citizens to a maximum of five minutes for their comments.
 - c. Limits the aggregate time for citizen comments to one hour, unless authorized by the City Council.
- 8) Page 2 - Section 1h – adds a phrase that makes it clear that the second citizen comments section towards the end of each agenda will occur prior to executive session, rather than adjournment.
- 9) Page 2 – Section 1i – adds a new section that allows the Chairman or any two aldermen to recognize an individual in the audience to address the Council during any part of the meeting. This section is not in the City's 2013 Procedural Ordinance but was included in the City's 2010 Governing Ordinance. Attorney Orr's opinion is that this concept is contrary to state law, which dictates that the Mayor presides over City Council meetings.
- 10) Page 2 – Section 1j – clarifies language that the supermajority vote required is defined as (6 out of 9)
- 11) Page 2 and 3 – Section 1k – adds a new section that requires the final documents to be present in the City Council packet when it is published prior to City Council vote, unless there is a scrivener's error or the City Council makes an in-meeting amendment by motion. This language was included in the City's 2010 Governing Ordinance.
- 12) Page 3 – Section 1l – adds language to an existing section that changes how items are added to the City Council agenda:
 - a. Changes the authority of the Mayor to add things to the agenda from unilateral to requiring concurrence of a committee chairman
 - i. This was briefly discussed in detail at the meeting, because it is incongruent with state law which would allow the Mayor to unilaterally call a special meeting and to set that special meeting agenda. While the City Council as a whole can agree to whatever procedures they wish, this is one that would likely be overturned in the courts. Additionally, as mentioned in the Administration Committee meeting, a previous version of City Council procedure prevented aldermen from adding things to City Council agendas (i.e. Mayor had unilateral authority to set the City Council agenda) even though under state law any three aldermen can call a Special City Council meeting and set that special meeting agenda. This aldermanic-related incongruence was the source of previous conflict and would have likely been overturned in the courts.
 - b. Changes the authority of the aldermen to add things to the agenda from four aldermen to three aldermen. As mentioned above, any three aldermen can call a special meeting and set the special meeting agenda.

- 13) Page 3 – Section 1m – adds a section that requires the meetings to be generally conducted according to the City Council agenda template attached. This control of the agenda template was included in the 2010 Governing Ordinance as a way to make sure the format of the agenda for each meeting did not change without City Council approval. This strict control on agenda templates was abandoned in the 2013 Procedural Ordinance.
- 14) Page 3 – Section 2e – adds a section that requires that committees be rostered with at least one alderman from each ward. This requirement was in the 2010 Governing Ordinance but was abandoned in the 2013 Procedural Ordinance. My recollection around this time was that there were mutually agreeable committee switches between aldermen and the Mayor that resulted in an imbalance of wards and so the concept of even representation was abandoned in favor of flexibility.
- 15) Page 3 – Section 2f – adds a section that requires committee to consist of at least 4 aldermen, which would allow committees to consist of 5, 6, 7, or 8 aldermen. Committees have been set at 4 seats since the original Governing Ordinance in the late 2000s.
- 16) Page 3 – Section 2h – adds a section that gives the authority over vice-chairmen selections to the committees. Under the 2013 Procedural Ordinance, the vice-chairmen are currently selected by the Mayor.
- 17) Page 3 – Section 2l – adds a section that defines what each committee will have oversight of. This section and list of committee oversight authority was not included in any prior version of the City's ordinances.
- 18) Page 4 – Section 2o – adds language to an existing section that:
 - a. Restates but rearranges language on the existing authority of the committee to recommend an item for the consent agenda, the committee report on City Council agenda, or first reading.
 - b. Makes it clear that items can not move out of committee without a positive recommendation, except as items are added to City Council agendas in accordance with the authority described above in Section 1l. This concept was included in the 2010 Governing Ordinance but was frequently circumvented by the Council and committees in practice. As a result of past use and Attorney Orr's opinion that the concept is contrary to law (in theory, allows a minority of the City Council to decide an outcome), the concept was abandoned in the 2013 Procedural Ordinance.
- 19) Page 4 – Section 2p – adds a section that directs all regular monthly committee reports to be placed on City Council agendas in the event a committee meeting is cancelled.

Recommendation

The City Attorney has not reviewed the actual form of the ordinance and did not draft the ordinance. To the extent that the City Council wishes to adopt the changes as proposed in Alderman Funkhouser's draft ordinance, we recommend that the City Council direct Attorney Orr to draft an ordinance for approval the next City Council meeting. After review of these materials and the Committee discussion by the Mayor, he directed this item to be listed as "first reading" on the City Council agenda.

Ordinance No. 2020-_____

AN ORDINANCE REGARDING CITY COUNCIL PROCEDURES

WHEREAS, the United City of Yorkville (the “City”) is a duly organized and validly existing non-home-rule municipality created in accordance with Article VII, Section 7 of the Constitution of the State of Illinois of 1970; and,

WHEREAS, the City Council of the United City of Yorkville first passed a Procedural Ordinance on November 8, 2011 as Ordinance 2011-65, and revised said ordinance on April 24, 2012 as Ordinance 2012-09 and again on October 9, 2012 as Ordinance 2012-33 and again on May 16, 2013 as Ordinance 2013-31; and,

WHEREAS, the City Council of the United City of Yorkville, in accordance with the Illinois Compiled State Statutes, has the right to determine procedures for organizing and conducting all meetings of the City Council acknowledging that the City is bound by certain state and federal laws as well as legal precedents which cannot be supplanted by City ordinance; and,

WHEREAS, in keeping with this right, the City Council has adopted Roberts Rules of Order to outline the procedure to be followed during meetings and to regulate the actions of Council members and the public in attendance at such meetings; and,

WHEREAS, the City Council has discussed implementing additional procedures to supplement Roberts Rules of Order, newly revised regarding City Council meetings and the four standing committees of the City Council – Administration, Economic Development, Public Safety and Public Works.

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

Section 1. Procedures for City Council Meetings:

- a. City Council Meetings shall be regularly scheduled to convene on the 2nd and 4th Tuesday of each month at 7:00 p.m. in the City Hall Council Chambers.

- b. The Mayor, or any 3 Aldermen, may call a special meeting by submitting the request in the form of a Notice, and an Agenda for the meeting to the City Clerk.
- c. The Council may hold additional meetings or special meetings at other locations and times, or may change the location and time of a regularly scheduled meeting as it deems appropriate. Notice of additional meetings or changes to the location or time of a regularly scheduled meeting will be provided to the public and press as required by the Open Meetings Act 5 ILCS 120 (OMA).
- d. The Mayor, "Presiding Officer" shall preside over City Council meeting as the Chairman, unless the Mayor is unavailable, at which time the Mayor Pro Tem shall preside. Should both the Mayor and Pro Tem be unavailable, the
- e. The City Council shall appoint the Mayor Pro Tem at the first City Council meeting each May. The appointment shall occur by calling for open nominations at the meeting, and then a roll call votes on the nominations.
- f. The City Attorney shall serve as the Parliamentarian for the purposes of interpreting these Meeting Procedure, and the Illinois Compiled Statutes, and Robert's Rules of Order, as may be directed by the presiding officer, or as required as a result of a point of order raised by one or more Councilmen.
- g. Citizens in attendance at any meeting of the City Council shall be entitled to address the City Council ~~on any agenda item~~ prior to the Council's ~~consideration of the Consent~~ actionable items Agenda in order to permit the work of the City Council to proceed. Citizens shall have 5 minutes to address the Council. The aggregate of citizens comments shall not exceed one hour however may be extended by consensus of the City Council.
- h. Citizens shall be entitled to address the City Council on any matter immediately prior to entering executive session or adjournment.
- a.i. The Chairman or by consent of two alderman present shall at their discretion allow an individual to be recognized to address the council outside of the regular agenda citizen's comments.
- j. No application presented during a public hearing shall be voted on during the same City Council meeting in which that public hearing is held. This provision may be waived by a supermajority (6 out of 9) of the ~~City Council~~ corporate authorities.
- k. No ordinance or resolution shall be voted on at a City Council meeting unless the item to be voted on has been presented in its final form to the Corporate

Authorities at the time of packet publication with the exception to scribes errors or City Council amendments made at time of consideration.

1. City Council meeting agenda items may be added by the Mayor with consent of respective committee chairman of which the item is relevant, consent of ~~four~~ three (43) aldermen, or direction from a committee.

~~b. The Mayor shall preside over City Council meeting as the Chairman, unless the Mayor is unavailable, at which time the Mayor Pro Tem shall preside.~~

~~e.m. The City Council shall appoint the Mayor Pro Tem at the first City Council meeting each May. The appointment shall occur by calling for open nominations at the meeting, and then a roll call votes on the nominations. City Council Meetings shall be generally conducted according to the agenda template attached hereto.~~

Section 2. Procedures for Committee Meetings:

a. Committee meetings shall be regularly held monthly, at the dates, times and locations as approved by the Committees.

b. The Mayor shall be a non-voting member of all standing committees.

~~a.c.~~ The Mayor shall select committee rosters at the first City Council meeting in May following a municipal consolidated election (i.e. every two years).

d. Committee rosters may be switched by mutual, unanimous consent of the aldermen trading seats and the Mayor.

e. Each committee shall be represented by at least one alderman from each ward.

b.f. Committees shall consist of at least 4 aldermen.

g. The Mayor shall select committee chairmen.

h. and Committees shall select vice-chairmen at the first committee meeting following first City Council meeting in May following a municipal consolidated election (i.e. every two years).

i. Any alderman may add any agenda item to any committee agenda.

e.j. Chairmen shall select liaisons to other organizations and boards by any means they deem necessary, provided that the other organizations by-laws may govern the selection of the liaison.

d.k. The four committees shall be:

- i. Administration
- ii. Economic Development
- iii. Public Safety
- iv. Public Works

l. Committee purview and oversight shall be defined as follows:

i. Administration: Shall review all Bills for Payment, Cash Statements, Budget Reports & review, Budget Amendments, Treasurer's Report, Sales Tax Analysis, RFPs & RFQs, all City contracts, convention and visitor's bureau matters, insurance, Website Reports and other administration related proposals and tasks.

ii. Economic Development: Shall review all monthly Building Permit Reports, Building Inspection Reports, Property Maintenance Reports, Economic Development Reports and economic development related plans, proposals and tasks.

iii. Public Safety: Adjudication Reports, Police Reports, relevant Licensing Requirements, Liquor Code considerations, Police Department Staffing, motor vehicle issues, traffic safety, and other public safety related proposals and tasks.

iv. Public Works: Bond and Letter of Credit Reduction Summaries, Capital Improvement projects and updates, water reports, snow operations reports, vehicles updates, MFT projects, roads, walks and trails; storm and sanitary sewers, water infrastructure, and other pertinent public works related proposals and tasks.

m. Each committee shall be presided over by its chairman, or in the absence of the chairman, the vice-chairman.

n. Committee meetings may be cancelled by the Chairman of the committee if there is a not a quorum of the members present, or there are no agenda items which require action by a committee.

o. When moving items from the committee agenda to a City Council agenda, ~~the committee shall make a recommendation whether that item should be on consent agenda or the committee's report. If on the committee's report,~~ the committee shall make a recommendation whether the item is up for first reading, ~~or~~ is on the City Council agenda for action or placed on consent agenda. No item shall move out of committee without a positive recommendation. This shall in no way preclude alderman from using Section 1.d. to add an item to the City Council agenda report.

p. If a committee meeting is cancelled, all standing monthly reports shall be placed on the City Council agenda report for review and vote for approval if required.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ Day of _____, A.D. 2013~~2020~~.

CITY CLERK

DANIEL TRANSIER _____

JACKIE MILSCHEWSKI _____

CHRIS FUNKHOUSER _____

JASON PETERSON _____

KEN KOCH _____

JOE PLOCHER _____

JOEL FRIEDERS _____

SEAVAR TARULIS _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this _____ Day of _____, A.D. 2013~~2020~~.

MAYOR

**UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS**

ORDINANCE NO. 2013-31

AN ORDINANCE REGARDING CITY COUNCIL PROCEDURES

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 16th day of May, 2013

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on May 22, 2013.

AN ORDINANCE REGARDING CITY COUNCIL PROCEDURES

WHEREAS, the United City of Yorkville (the “City”) is a duly organized and validly existing non-home-rule municipality created in accordance with Article VII, Section 7 of the Constitution of the State of Illinois of 1970; and,

WHEREAS, the City Council of the United City of Yorkville first passed a Procedural Ordinance on November 8, 2011 as Ordinance 2011-65, and revised said ordinance on April 24, 2012 as Ordinance 2012-09 and again on October 9, 2012 as Ordinance 2012-33; and,

WHEREAS, the City Council of the United City of Yorkville, in accordance with the Illinois Compiled State Statutes, has the right to determine procedures for organizing and conducting all meetings of the City Council acknowledging that the City is bound by certain state and federal laws as well as legal precedents which cannot be supplanted by City ordinance; and,

WHEREAS, in keeping with this right, the City Council has adopted Roberts Rules of Order to outline the procedure to be followed during meetings and to regulate the actions of Council members and the public in attendance at such meetings; and,

WHEREAS, the City Council has discussed implementing additional procedures to supplement Roberts Rules of Order regarding City Council meetings and the four standing committees of the City Council – Administration, Economic Development, Public Safety and Public Works.

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

Section 1. Procedures for City Council Meetings:

- a. City Council Meetings shall be regularly scheduled to convene on the 2nd and 4th Tuesday of each month at 7:00 p.m. in the City Hall Council Chambers.

- b. Citizens in attendance at any meeting of the City Council shall be entitled to address the City Council on any agenda item prior to the Council's consideration of the Consent Agenda in order to permit the work of the City Council to proceed. Citizens shall be entitled to address the City Council on any matter immediately prior to adjournment.
- c. No application presented during a public hearing shall be voted on during the same City Council meeting in which that public hearing is held. This provision may be waived by a supermajority of the City Council.
- d. City Council meeting agenda items may be added by the Mayor, consent of four (4) aldermen, or direction from a committee.
- e. The Mayor shall preside over City Council meeting as the Chairman, unless the Mayor is unavailable, at which time the Mayor Pro Tem shall preside.
- f. The City Council shall appoint the Mayor Pro Tem at the first City Council meeting each May. The appointment shall occur by calling for open nominations at the meeting, and then a roll call votes on the nominations.

Section 2. Procedures for Committee Meetings:

- a. Committee meetings shall be regularly held monthly, at the dates, times and locations as approved by the Committees.
- b. The Mayor shall be a non-voting member of all standing committees.
- c. The Mayor shall select committee rosters at the first City Council meeting in May following a municipal consolidated election (i.e. every two years).
- d. Committee rosters may be switched by mutual, unanimous consent of the aldermen trading seats and the Mayor.
- e. The Mayor shall select committee chairmen and vice-chairmen.
- f. Any alderman may add any agenda item to any committee agenda.
- g. Chairmen shall select liaisons to other organizations and boards by any means they deem necessary, provided that the other organizations by-laws may govern the selection of the liaison.
- h. The four committees shall be:
 - i. Administration
 - ii. Economic Development
 - iii. Public Safety
 - iv. Public Works
- i. Each committee shall be presided over by its chairman, or in the absence of the chairman, the vice-chairman.
- j. Committee meetings may be cancelled by the Chairman of the committee if there is a not a quorum of the members present, or there are no agenda items which require action by a committee.

- k. When moving items from the committee agenda to a City Council agenda, the committee shall make a recommendation whether that item should be on consent agenda or the committee's report. If on the committee's report, the committee shall make a recommendation whether the item is up for first reading, or is on the City Council agenda for action.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this
16 Day of MAY, A.D. 2013.

Beth Wanen
CITY CLERK

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

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

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
21 Day of MAY, A.D. 2013.

Gary J. Golinski
MAYOR

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

Ordinance No. 2010-36

**AN ORDINANCE AMENDING AND RESTATING THE
GOVERNING ORDINANCE OF THE MAYOR AND CITY COUNCIL
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS**

WHEREAS, the City Council of the United City of Yorkville first passed a Governing Ordinance, on June 27, 2006 as Ordinance 2006-58, subsequently passed amendments to the Governing Ordinance, on November 14, 2006 as Ordinance 2006-133, on June 26, 2007 as Ordinance 2007-49, July 10, 2007 as Ordinance 2007-50, July 24, 2007 as Ordinance 2007-53, on January 22, 2008 as Ordinance 2008-02, on April 22, 2008 as Ordinance 2008-27, on June 24, 2008, as Ordinance 2008-58A, on September 23, 2008, as Ordinance 2008-84, on March 24, 2009 as Ordinance 2009-16, on May 12, 2009 as Ordinance 2009-27, and on January 12, 2010 as Ordinance 2010-06, and intends to amend said Ordinance and restate it in its entirety, by this Ordinance rendering this as the full text of the Governing Ordinance of the United City of Yorkville; and,

WHEREAS, the City Council of the United City of Yorkville, in accordance with Illinois Compiled State Statutes, has the right to determine procedures for organizing and conducting all meetings of the City Council acknowledging that the City is bound by certain state and federal laws as well as legal precedents which cannot be supplanted by City Ordinance; and,

WHEREAS, in keeping with this right, the City Council has adopted Roberts Rules of Order to outline the procedure to be followed during meetings and to regulate the actions of Council members and the public in attendance at such meetings; and,

WHEREAS, the Council has determined that, to further ensure the orderly flow of information presented at its meetings and to protect the integrity of all in attendance at such meetings, it requires an additional written policy to clarify and amend Roberts Rules; and

WHEREAS, the Council has undertaken to compile a list of ethical standards for City elected officials which the Council wishes to be included in its written policy; and,

WHEREAS, the Council also has determined that it is in the best interests of all members of the City Council and the residents of the United City of Yorkville that said policy should include guidelines that clarify the duties and rights of aldermen and the mayor as elected officials of the United City of Yorkville; and,

WHEREAS, the Council also requires said policy to officially establish standing committees of the Council and to outline procedures for the organization of said committees, including the selection of membership and chairmen of said committees, so that membership and chairmanship shall be unbiased and non-partisan, and offer all aldermen an equal opportunity to understand City business.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, that the following shall constitute the Governing Ordinance for the United City of Yorkville:

Governing Ordinance, United City of Yorkville
Addressing:
**Ethical Standards – Elected Officials’ Duties and Responsibilities,
Meeting Standards and Committee Structure**

I.

Ethical Standards – Elected Officials of the United City of Yorkville:

- A. Shall obey the Constitution and laws of the United States, of the State of Illinois, and the United City of Yorkville.
- B. Shall be dedicated to the concepts of effective and democratic local government.
- C. Shall strive to be trustworthy and to act with integrity and moral courage on behalf of one’s constituents, so as to maintain public confidence in City government and in the performance of the public trust.
- D. Shall make impartial decisions, free of bribes, unlawful gifts, narrow special interests, or financial or other personal interests.
- E. Shall not invest or hold any investment, directly or indirectly, in any financial business, commercial or other private transaction that creates a conflict with official duties.
- F. Shall extend equal opportunities and due process to all parties in matters under consideration.
- G. Shall recognize that the chief function of local government is at all times to serve the best interests of the residents of the United City of Yorkville.
- H. Shall work to keep the community informed on municipal affairs, encourage communication between residents and municipal officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
- I. Shall work to assure that government is conducted openly, efficiently, equitably, and honorably in a manner that permits residents to make informed judgments and hold City officials accountable.
- J. Shall show respect for persons, confidences and information designated as “confidential”.
- K. Shall, when representing the City, act and dress in a manner appropriate for the function.
- L. Shall refrain from using city computers, the city server, etc. for political purposes. Elected officials are subject to the same rules of behavior that apply to Council

meetings, including refraining from making personal attacks against their fellow Council members, or defaming them in any way. The server and computers are to be used to disseminate information, not political propaganda.

II.

Duties and Rights of Elected Officials:

Aldermen

- A. Shall, through their council votes, create the public policy that governs the United City of Yorkville, and provide oversight for the executive branch.
- B. Shall have the right to expect that the mayor and city's staff will provide them with clear and unbiased information to help them in their decision-making process.
- C. May, at their discretion, hold ward meetings in their ward, or devise other ways to better understand the wishes of their constituents. This is not meant to preclude aldermen from taking a city-wide view of the impact of an item under discussion, but to underline that aldermen are empowered to act on behalf of their constituents, and should be apprised of all items that are brought to the City that in any way pertain to their Ward. It is recommended that as a courtesy the Alderman holding the meeting should contact the other alderman in the ward, in advance, about the meeting.
- D. Shall refrain from giving direction to any city employee. Policy is created by the entire City Council. If any alderman wishes to address any problems he or she sees occurring in the city, this problem may be brought to the attention of the mayor, the city administrator, department directors, or taken to the council as a whole for action. Requests for information are not to be considered as "giving direction."

Mayor

- A. Shall perform all the duties which are prescribed by law, including ordinances, and shall take care that the laws and ordinances are faithfully executed. Shall from time to time and annually, give the corporate authorities information concerning the affairs of the municipality and may recommend for their consideration measures that the mayor believes expedient. (65 ILCS 5/3.1-35-10)
- B. Shall be a non-voting member of all standing committees.
- C. Shall make appointments to fill vacancies, with the advice and consent of the Council.

III.

Meeting Standards Applicable to City Council Meetings

Generally

- A. City Council Meetings shall be regularly scheduled to convene on the 2nd and 4th Tuesday's of each month at 7:00 p.m. in the City Hall Council Chambers.
- B. City Council Meetings shall be generally conducted according to the agenda template attached hereto.
- C. The Mayor, or any 3 Aldermen, may call a special meeting by submitting the request in the form of a Notice, and an Agenda for the meeting, in writing to the City Clerk. The Clerk shall as soon as possible 1) deliver a copy of the Notice and Agenda to each Elected Official, 2) post the Notice and Agenda at City Hall, and 3) send a copy of the Notice and Agenda to all registered news media. No special meeting shall be called for a date less than 48 hours after the Notice and agenda have been submitted to the City Clerk. The Clerk shall submit a Certification of Notice as evidence of providing the notices set out above, including all Copies of Publication to the City Council, and said Certification of Notice shall be inserted into the record of the Special Meeting. (5 ILCS 120/2.02)
- D. Except during the time allotted for public discussion and comment, no person, other than a member of the council, or an officer, employee, independent contractor, or other person recognized by the presiding officer, shall address the Council, except with the consent of two of the members present.
- E. No ordinance or resolution shall be voted on at a City Council meeting unless the item to be voted on has been presented in its final form to the Corporate Authorities at least four days prior to the vote.
- F. No application presented during a public hearing shall be voted on during the same City Council meeting in which that public hearing is held.
- G. All attendees at every city council meeting shall put their cell phones, pagers, PDA's or similar devices on silent mode prior to all such meetings, and shall not communicate on such devices during any such meetings. Elected officials, and department heads may excuse themselves from a meeting in order to communicate on such devices.
- H. The standards concerning order of speaking and time limits set by this Governing Ordinance shall apply to all items, including motions, resolutions, ordinances or action items wherein a vote may be taken.

Aldermen

- A. Shall have the right to place an item on any committee meeting agenda for discussion. Shall have the right to place an item on any Council meeting agenda with the consent of three (3) aldermen. Shall have the right to vote to suspend the rules of order (regarding the order of discussion) to provide for an open discussion.
- B. Shall, before speaking at a meeting, first be recognized by the presiding officer, and shall address all remarks to the presiding officer, without a response from the presiding officer.
- C. May not move to end debate before every alderman who wishes to speak to an agenda item has had the opportunity to do so. A motion to end debate, or "call the question" shall require a two-thirds vote. (Roberts Rules (RONR (10th Edition) page 189, Section 16)
- D. May appeal a ruling by the Mayor to the Council as a whole. A majority vote can overturn the Mayor's ruling. (Roberts Rules (RONR (10th Edition) page 247, Section 24)
- E. May, by a two-thirds majority vote, expel a fellow alderman from a meeting for cause, but may not do so for the same cause a second time. (65 ILCS 3.1-40-15)
- F. May, upon the request of any two aldermen present, defer a report of a committee to the next regular meeting of the Council.
- G. Shall, during a meeting, have the option to be the first and last speaker on an item if he or she has placed the item on the Council agenda.
- H. Shall, after being appointed as a liaison to another city organization, be responsible for keeping all Council members informed of that organization's significant activities.
- I. Shall limit their remarks to the question under debate. To this end, aldermen must never attack or make any allusion to the motives of aldermen. (RONR (10th Edition) page 41, line 31)
- J. May, before voting, participate in a special meeting to review nominees that the mayor appoints when the appointment is either to fill a vacancy in an elective or appointed office that requires the advice and consent of the City Council.

- K. Shall elect from one of the Aldermen as Mayor Pro Tem pursuant to the Mayor Pro Tem Policy of the United City of Yorkville, attached hereto.

Mayor

- A. Shall preside at every regular Council meeting fulfilling the normal and customary functions of the chairman of the meeting; in his absence the elected mayor-pro-tem shall preside. At ad hoc committee meetings of the Council, the chairman of the committee shall preside.
- B. Shall preserve order and decorum, may speak to points of order in preference to aldermen, and shall decide all questions of order, subject to appeal. In the case of disorderly conduct, the mayor shall have the power to request that the Council Chambers be cleared.
- C. Shall appoint the City Attorney to be parliamentarian of the Council.
- D. May, without relinquishing the chair, voice his opinion on items before the City Council. The mayor shall, immediately after stating the item under discussion, ask the alderman who has requested an item to be placed on the agenda if he or she wishes to introduce the item or the applicable Committee Chairman if no particular alderman has requested that the item be placed upon the agenda. The mayor shall recognize this alderman as the last one to speak to the item if the alderman requests to do so.
- E. Shall recognize each alderman wishing to speak to an agenda item in turn, rotating different sides of the question, pro and con, as much as possible. He shall give preference first to an alderman who has placed the item under discussion on the Council's agenda.
- F. Shall insure that any information he makes available to aldermen on an agenda item is given to all aldermen in the same timely fashion, so that all aldermen can make informed decisions. It is the mayor's responsibility to insure that any item brought to the mayor's attention that pertains to a project or problem in a City Ward should be brought immediately to the attention of that Ward's two aldermen.
- G. Shall not vote on any ordinance, resolution or motion except: i. When the vote of the alderman has resulted in a tie; ii. When one-half of the aldermen elected have voted in favor of an ordinance, resolution or motion even though there is not tie; and iii. When a vote greater than a majority of the corporate authorities is required.

(65 ILCS 5/3.1-40-30)

IV.

The Standing Committees of the City Council:

- I. Shall include the Public Works, Public Safety, Administration, and Economic Development Committees.
- II. The Public Works, Public Safety, Administration, and Economic Development Committees shall include four members (one from each ward) of the City Council, including the Mayor. The Mayor is a non-voting member of each committee.
- III. Shall be presided over by its chairman, who will conduct the business of the meeting. In the absence of the chairman, the vice-chairman shall conduct the business of the meeting. Chairman and vice-chairman shall serve two year appointments. Chairs, vice-chairs, and committee rosters shall be filled through the following process:
 - A. For the Public Works, Public Safety, Administration, and Economic Development committees: after each election, the four committee chairmanships shall be vacated. The four vice-chairmen shall each select a committee to chair, with the most senior alderman having the first selection and progressing to the next most senior alderman, and so on. After the chairmanships have been selected, the four non-chaired aldermen shall each select a committee to vice-chair, with the most senior alderman having the first selection, and progressing to the next most senior alderman, and so on. In the same order in which chairmanships and vice-chairmanships are selected, the committee rosters shall be filled (committee chairs pick second committee first, vice chairman pick second committee after the chairman pick their committee).
 - i. Should an incumbent alderman be defeated in an election, the incoming alderman shall be placed in the group of four “non-chaired” alderman that will select a vice-chair role in a committee. Subsequently, the most senior alderman of the “non-chaired” group shall be allowed to retain a committee chair for a consecutive year, but will select last in the group of aldermen who are selecting the committee chairs for the upcoming term. In the event there is more than one incumbent alderman allowed to serve consecutive committee chairs, those aldermen shall select committee chairs in order according to seniority, but after the group of alderman who have not served-consecutive committee chairs have selected.
 - ii. Should there be a vacancy in the office of an alderperson, the alderperson appointed to such vacancy shall take the committee position held by his or her predecessor; provided, however, if the

position of said predecessor was that of committee chair, the vice chair of the committee shall assume the office of "acting chair" and the new alderperson shall become the vice-chair. The acting chair shall complete the term of the chair which was vacated and retain eligibility for a committee chairmanship for the next succeeding term.

IV. Shall control the movement of items from committee agendas to City Council agendas. Items may not move out of committee but for a vote of approval by a majority of the quorum present. When passing items out of committee, where the committee reasonably believes that if the items are approved by the City Council, the impacts of that approval could significantly impact many residents, the item should first be listed on the City Council agenda under the committee report section and listed as being for first reading. The City Council at its discretion may waive a first reading if they deem it desirable. Items for first reading are intended to give notice to the public that a substantial change is being contemplated and the City Council will be taking input and considering the item at their next scheduled City Council meeting. For items forwarded to the City Council which are not expected to have as significant an impact should be recommended for placement on the consent agenda. Items for first reading do not literally have to be read into the record at the city council meeting, placement on agenda is sufficient. When an item is listed for first reading the chairman should explain the item being proposed and that the City Council is seeking input from the public to aid them in the decision making process.

V. Shall have the sole power to assign liaisons to those city organizations that fall under that committee's specific area of business listed in the City Council agenda as follows:

Public Works: Park Board, YBSD

Economic Development: Kendall County Plan Commission, Plan Commission, Yorkville Econ. Dev. Corp.

Public Safety: Human Resources Commission, School District

Administration: Library

V.

Cancellation of a Meeting:

A. Regularly scheduled City Council Meetings or Special Meetings called by the Mayor may be cancelled by the Mayor if advised that a quorum shall not be in

attendance or there is not a quorum of the members present at the regularly scheduled meeting.

- B. Special Meetings called by three (3) aldermen may be cancelled by two (2) of the three (3) aldermen that called the meeting if there is not a quorum of the members present or for any other reason.
- C. Committee Meetings may be cancelled by the Chairman of the committee if there is not a quorum of the members present.
- D. Cancellation of any of the meetings referenced in this Section requires notice by the person canceling the meeting to the City Clerk, all scheduled attendees, and all news media that has filed an annual request with the City Clerk.
- E. Lack of a quorum for any meeting prohibits proceeding with the meeting, but permits discussion solely of agenda items so long as no prior notice of cancellation has been issued.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this 13 day of July 2010.

ROBYN SUTCLIFF

yg

DIANE TEELING

yg

GARY GOLINSKI

yg

ARDEN JOE PLOCHER

yg

WALLY WERDERICH

yg

MARTY MUNNS

yg

ROSE SPEARS

yg

GEORGE GILSON, JR.

yg

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 19 day of JULY 2010.

Valerie Burd
Mayor

Attest:

Regina M. Ochs
City Clerk



United City of Yorkville

800 Game Farm Road
Yorkville, Illinois 60560
Telephone: 630-553-4350
Fax: 630-553-7575

AGENDA
CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
7:00 p.m.
Date

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk:

WARD I

Wally Werderich
George Gilson, Jr.

WARD II

Gary Golinski
Arden Joe Plocher

WARD III

Marty Munns
Robyn Sutcliff

WARD IV

Rose Ann Spears
Diane Teeling

Establishment of Quorum:

Introduction of Guests:

Amendments to Agenda:

Committee Meeting Dates:

Public Works Committee Meeting:

Economic Development Committee:

Administration Committee Meeting:

Public Safety Committee Meeting:

Presentations:

Public Hearings:

Citizen Comments:

Consent Agenda:

Plan Commission / Zoning Board of Appeals:

Minutes for Approval (Corrections and Additions):

Minutes of City Council –

Bill payments for approval from the current Bill List (Corrections and Additions):

Checks total these amounts:

\$ (vendors)
\$ (payroll period ending)
\$ (total)

Reports:

Mayor's Report:

City Council Report:

City Attorney's Report:

City Clerk's Report:

City Treasurer's Report:

City Administrator's Report:

Finance Director's Report:

City Engineer's Report:

Director of Public Works Report:

Chief of Police Report:

Director of Parks & Recreation Report:

Community Development Director Report:

Community Relations Officer:

Community & Liaison Report:

Committee Reports:

Public Works Committee Report:

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

Additional Business:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

PUBLIC WORKS

| <u>Committee</u> | <u>Departments</u> | <u>Liaisons</u> |
|--------------------------------|----------------------|-----------------|
| Chairman: Alderman Plocher | Public Works | Park Board |
| Vice-Chairman: Alderman Gilson | Engineering | YBSD |
| Committee: Alderman Munns | Parks and Recreation | |
| Committee: Alderman Teeling | | |

ECONOMIC DEVELOPMENT

| <u>Committee</u> | <u>Departments</u> | <u>Liaisons</u> |
|--------------------------------|----------------------------|-----------------------------|
| Chairman: Alderman Golinski | Community Development | Plan Commission |
| Vice-Chairman: Alderman Spears | Building Safety and Zoning | Yorkville Econ. Dev. Corp. |
| Committee: Alderman Werderich | | Kendall Co. Plan Commission |
| Committee: Alderman Sutcliff | | |

PUBLIC SAFETY

| <u>Committee</u> | <u>Departments</u> | <u>Liaisons</u> |
|-------------------------------|--------------------|----------------------|
| Chairman: Alderman Werderich | Police | Human Resource Comm. |
| Vice-Chairman: Alderman Munns | | School District |
| Committee: Alderman Spears | | |
| Committee: Alderman Plocher | | |

COMMITTEES, MEMBERS AND RESPONSIBILITIES (con't)

ADMINISTRATIONCommittee

Chairman: Alderman Sutcliff

Vice-Chairman: Alderman Teeling

Committee: Alderman Gilson

Committee: Alderman Golinski

Departments

Finance

Administration

Liaisons

Library



United City of Yorkville Mayor Pro Tem Policy – Approved 2/22/05

MAYOR PRO TEM.

(A) There is created the office of Mayor Pro Tem for the City.

(B) In the event of a temporary absence, or a disability causing the Mayor of the City to be incapacitated from the performance of his duties, but which by law does not create a vacancy in the office of Mayor, the Council of Alderpersons shall elect one of its members to act as Mayor Pro Tem. The Mayor Pro Tem, during the absence or disability of the Mayor, shall perform the duties and possess all the rights and powers of the Mayor.

(C) The selection of a Mayor Pro Tem shall be made on an annual basis at the first City Council meeting in May. The Council of Alderpersons shall vote to elect one of its members Mayor Pro Tem. No member may be elected as Mayor Pro Tem for two consecutive years. However, the Mayor Pro Tem shall not act as Mayor Pro Tem unless and until the Mayor is temporarily absent or is disabled to an extent so as to incapacitate him from the performance of his duties.

(D) In the event the Mayor fails to attend a meeting of the City Council, the Mayor Pro Tem shall act as a temporary chairman for the meeting of the City Council, and while so serving as temporary chairman, shall have only the power of a presiding officer and a right to vote in his capacity as Alderperson on any ordinance, resolution, or motion.

Statutory reference:

Mayor pro tem, see ILCS Ch. 65, Act 5 § 3.1-35-35



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

Agenda Item Number

Administration Committee #3

Tracking Number

ADM 2020-49

Agenda Item Summary Memo

Title: 4th Quarter Budget Review – Fiscal Year 2020

Meeting and Date: City Council – July 28, 2020

Synopsis: _____

Council Action Previously Taken:

Date of Action: ADM 07-15-20 Action Taken: Moved forward to City Council agenda.

Item Number: ADM 2020-49

Type of Vote Required: Informational

Council Action Requested: _____

Submitted by: Rob Fredrickson

Name

Finance

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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

2020

UNITED CITY OF YORKVILLE

QUARTERLY BUDGET REVIEW

4th Quarter Ended April 30, 2020



United City of Yorkville – 4th quarter ended April 30, 2020

General Fund Revenues *(cash basis after 12 periods)*

| Revenue Source | FY 2020 Actual YTD | FY 2020 Budget | % of Budget | FY 2019 Actual YTD | % Change |
|---------------------------------|-----------------------|-------------------|----------------|-----------------------|-------------|
| 1 Property Taxes | \$ 3,231,926 | \$ 3,225,250 | 100% | \$ 3,149,635 | 3% |
| 2 Municipal Sales Tax | 3,198,731 | 3,151,800 | 101% | 3,067,752 | 4% |
| 3 Non-Home Rule Sales Tax | 2,421,227 | 2,432,700 | 100% | 2,355,866 | 3% |
| 4 Utility Taxes | 980,684 | 960,000 | 102% | 1,004,920 | -2% |
| 5 Excise Tax | 285,898 | 321,965 | 89% | 336,355 | -15% |
| 6 Cable Franchise Fees | 303,536 | 290,000 | 105% | 295,361 | 3% |
| 7 Hotel Tax | 77,715 | 80,000 | 97% | 79,168 | -2% |
| 8 Video Gaming Tax | 139,088 | 140,000 | 99% | 143,627 | -3% |
| 9 Amusement Tax | 201,362 | 205,000 | 98% | 207,885 | -3% |
| 10 Admissions Tax | 146,143 | 140,000 | 104% | 148,133 | -1% |
| 11 Business District Tax | 398,635 | 427,500 | 93% | 414,649 | -4% |
| 12 Auto Rental Tax | 18,087 | 14,500 | 125% | 15,900 | 14% |
| 13 Income Tax | 2,061,687 | 1,916,366 | 108% | 1,846,826 | 12% |
| 14 Local Use Tax | 656,367 | 602,966 | 109% | 562,425 | 17% |
| 15 Road & Bridge | 131,199 | 130,000 | 101% | 128,668 | 2% |
| 16 Other Intergovernmental | 51,364 | 53,900 | 95% | 54,083 | -5% |
| 17 Licenses & Permits | 498,322 | 413,500 | 121% | 553,923 | -10% |
| 18 Fines & Forfeits | 75,766 | 125,400 | 60% | 101,733 | -26% |
| 19 Charges for Service | 1,659,332 | 1,616,211 | 103% | 1,586,233 | 5% |
| 20 Investment Earnings | 147,835 | 80,000 | 185% | 90,321 | 64% |
| 21 Reimbursements/Miscellaneous | 107,767 | 95,000 | 113% | 57,885 | 86% |
| 22 Transfers In | - | 47,180 | 0% | - | 0% |
| 23 Total Revenues | \$16,792,671 | \$ 16,469,238 | 102% | \$ 16,201,348 | 4% |

(1) Property Taxes consist of the Corporate and Police Pension tax levies which account for approximately 20% of total General Fund revenues. In Fiscal Year (FY) 2020 the City collected 99.7% of what was extended by the County, which is in-line with historical collection patterns. Per the pension funding policy, the City fully funded its actuarial determined contribution (ADC) amount of \$1,111,484 from property taxes (\$1,108,182) and from other General Fund revenues (\$3,302).

(2 & 3) Municipal & Non-Home Rule (NHR) Sales Taxes account for the majority (~ 35%) of aggregate General Fund revenues. Municipal sales tax consists of the 1% local share from the total 8.25% general merchandise tax rate and all of the sales tax associated with qualifying food, drug and medical appliances. In addition to the 1% local share for municipal sales tax, the City also passed (via referendum) a 1% non-home rule sales tax rate applicable only to general merchandise. After accounting for audit accruals, staff is currently projecting sales tax to finish around \$3.22 million for the Fiscal Year Ended (FYE) 2020, which includes \$4,830 in deferrals. This new high-water mark for sales tax represents about a 5% growth over FY 2019 and exceeds the current year budget amount by ~\$70,000. After modest growth of 3% in March (represents December 2019 Holiday sales), year-over-year monthly sales tax proceeds grew 12% in April (January 2020 consumer sales) and 10% in May (February consumer sales), ostensibly due to increased demand for food and other household goods resulting from the COVID-19 pandemic. June sales tax proceeds, which represented March consumer sales, were initially expected to decline by a third, based on information received from the Governor's Office of Management & Budget (GOMB) in May. Fortunately,

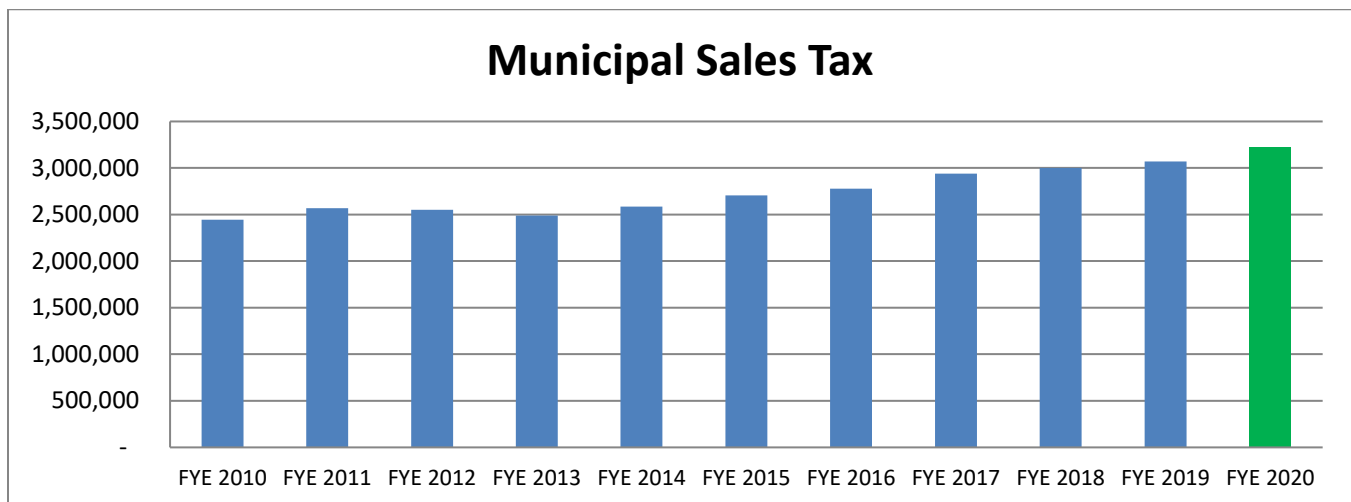
United City of Yorkville – 4th quarter ended April 30, 2020

General Fund Revenues – continued

this sharp decline in sales tax proceeds did not come to fruition, as June 2020 proceeds were virtually identical to the prior year amount of ~\$255,000.

Monthly allotments for non-home rule (NHR) sales tax tended to follow a similar pattern to municipal sales over the course of FY 2020, although they did diverge a bit towards the end of the fiscal year. Monthly NHR sales tax amounts decreased by 1.5% in May (February consumer sales) and 5.3% in June (March consumer sales), presumably since most food related purchases are exempt from NHR sales tax. NHR sales are currently projected to finish FY 2020 at \$2.41 million (gross amount taking audit accruals into consideration). This would be a year-over-year increase of 2.3% but would fall short of the FY 2020 budgeted amount of \$2.43 million. Throughout FY 2020 the State continued to implement its 1.5% administrative fee (which is accounted for in the Administrative Services cost center in the General Fund) on all NHR sales tax proceeds. This administrative fee equates to about \$36,000 in the current fiscal year (net NHR sales tax proceeds equal ~\$2.37 million).

As illustrated by the graph below, municipal sales tax tends to reflect the movement of the aggregate economy over the last ten audited fiscal years. After reaching its lowest point (\$2.45M) during the height of the recession in FY 2010, sales tax increased by approximately 5% in FY 2011 (\$2.57M), before declining again in FY 2012 (\$2.55M) and FY 2013 (\$2.49M). After increasing by 4% in FY 2014, sales tax eclipsed its pre-recessionary high of \$2.68M (FY 2007) in FY 2015, as revenues exceeded \$2.7M for the first time in the City's history. Since FY 2014, sales tax amounts have continued to escalate, increasing an average of 3.8% per annum.



(4) Utility Taxes consist of the City's share of electric (ComEd) and natural gas (Nicor) taxes, which are heavily influenced by weather patterns over the summer and winter months. Due to the relatively mild winter temperatures experienced last winter, natural gas tax receipts are expected to finish at approximately \$270,000; a decrease of 2% in comparison to the year prior. Electric utility tax receipts are projected to decline by 4%, totaling just over \$700,000 at FYE 2020. Nonetheless, when taken in aggregate, utility taxes should exceed budgeted amounts by a little over \$10,000.

(5) Excise (formerly Telecommunications) Taxes are comprised of the State's excise tax and the telephone utility tax received from AT&T. In recent years, this revenue stream has declined precipitously in municipalities across the State, as

United City of Yorkville – 4th quarter ended April 30, 2020

General Fund Revenues – continued

landlines become less prevalent. After only nominally decreasing last year by 1.5%, excise taxes have dropped sharply in the current fiscal year by nearly 20%. Excise tax should finish FY 2020 around \$263,000, which is ~\$50,000 less than initially budgeted (\$313,625).

(6) Cable Franchise Fees are projected to total around \$300,000, which is slight increase of 0.6% from the previous year. These fees are remitted from AT&T, Metronet and Comcast at a rate of 5% of gross revenues earned during the previous calendar quarter.

(7) Hotel Tax is generated from the five hotel/motels within City limits: Super 8; Hampton Inn; All Seasons; Sunset Motel; and the new Holiday Inn Express, which opened in December. Not surprisingly, hotel tax proceeds have been hard hit by the pandemic and corresponding shelter in place order from the Governor, declining by over 60% between March (\$3,348) and April (\$1,239). Currently, hotel taxes are expected to total around \$74,000 at the end of FY 2020, which is a ~5% decrease in comparison to FY 2019. This tax is rebated to the Aurora Area Convention & Visitors Bureau (AACVB) at a rate of 90% and is an expenditure of the Administrative Services cost center in the General Fund.

(8) Video Gaming Tax has increased substantially since the City first began receiving this revenue stream in FY 2013, as there are currently fourteen locations across the City that offer video gaming terminals. The tax is applied to net terminal income (gross revenue less prizes paid) at a rate of 30%, of which the City receives one sixth (17%). Since its inception, video gaming tax receipts have increased more than five times over, going from \$26,047 in FY 2014 to \$145,734 at the end of FY 2019. This revenue stream has undoubtedly been impacted by the pandemic and is expected to decline by about 10% in the current fiscal year, to finish around ~\$130,000.

(9) Amusement Tax was created by ordinance in 2010 and is collected as a result of an admission to any facility providing an amusement at a rate of 3% of gross revenue. Prior to the COVID-19 pandemic, this revenue stream has remained resilient due to the sustained success of local businesses, including Raging Waves, and has been further enhanced in recent years by the opening of NCG Cinemas. Current projections for amusement tax are around \$197,000, which is 6% less than the year prior.

(11) Business District Taxes are generated from the additional general merchandise sales tax rates applied to the City's three business district areas: Kendall Marketplace (0.5%); Countryside (1%); and Downtown (1%). The business district sales tax rate was implemented as a mechanism to finance public improvements in these areas, as amounts generated from this tax are rebated in full to either pay debt service (Kendall Marketplace) or reimburse developers for public improvements. Business district taxes within Kendall Marketplace appear to have trended in an opposite direction compared to municipal & non-home rule sales taxes over the course of the fiscal year; as they are currently estimated to decline by approximately 5% over the prior year, for a total of ~\$345,000. Meanwhile, tax proceeds in the Countryside Business District have been particularly robust, as they are expected to exceed prior year amounts by 39%, to finish around \$14,500. While analyzing sales tax streams within the City's business districts provides certain insights, it should be noted that these revenue streams have no budgetary impact. As mentioned above, these taxes are rebated in full, less a 2% administrative fee deducted by the State of Illinois.

(13) Income Tax is the City's largest intergovernmental (i.e. disbursed on a per capita basis) revenue source, accounting for approximately 12% of all General Fund revenues. Prior to January 2011, 10% of total income tax collections were dedicated to the Local Government Distributive Fund (LGDF), which is distributed to municipalities and counties on a per capita basis. In January 2011, the LGDF percentage was decreased to 6% (with the enactment of the temporary income tax increase); and then increased to 8% in January 2015 after the temporary income tax increase expired. After the income tax was permanently increased in July 2017, the local government share was reduced to 5.45% and 6.16% of individual and corporate income tax collections, respectively. Currently local governments receive 5.757% of individual and 6.50% of corporate income tax

United City of Yorkville – 4th quarter ended April 30, 2020

General Fund Revenues – continued

proceeds. Income tax was initially budgeted at \$1.916 million for FY 2020, based on the Illinois Municipal League (IML) December 2018 per capita estimate of \$100.75. Income tax had been tracking strong over the first ten months of FY 2020 and was up by about 6% on average in comparison to the prior year. Subsequent IML projections reflected this as well, projecting \$106.30 per capita (\$2.02 million) in October 2019, before increasing further in December to \$107.25 per capita (\$2.04 million). Unfortunately, the onset of the pandemic and ensuing shelter in place order in the last quarter of the fiscal year negated this initial exuberance. In May of 2020 (March income tax allotment), income tax proceeds declined by 22% in comparison to historical norms for that month. Nonetheless, in spite of the fact that the state income tax filing deadline had been pushed to July 15th, the fiscal year did end on a positive note, as April income tax proceeds (received in June) were essentially flat in comparison to April of the prior year (\$118,79 in FY 2020 v. \$119,293 in FY 2019). Actual income tax receipts are expected to fall short of budgeted amounts by ~\$45,000, to finish around \$1.87 million (\$98 per capita).

(14) Local Use Tax is a form of sales tax that is imposed on the privilege of using, in Illinois, any tangible personal property purchased out-of-state. If the seller does not collect at least 6.25% on general merchandise or 1% on qualifying food, drug and medical appliance sales, the purchaser is responsible for the difference. Local use tax has been particularly robust in recent years, increasing an average of 14% per annum from FY 2014 through FY 2019, due to the 2018 South Dakota v. Wayfair Supreme Court decision and the continued growth of online purchases. Due to the increased proclivity towards on-line sales, Fiscal Year 2020 is shaping up to be another strong year for this revenue stream, as management expects local use tax to increase by approximately 15%, ending FY 2020 at ~\$665,000 (\$35 per capita).

(16) Other Intergovernmental Revenue consists of federal monies for overtime reimbursement in conjunction with the City's participation in Chicago's High Intensity Drug Trafficking Area (HIDTA) program; personal property replacement tax proceeds; vest grant proceeds from the United States Department of Justice; State grant proceeds for traffic signal maintenance; a police academy training reimbursement from the State; and the annual allotment of pull tabs & jar games from the IDOR. This category also includes proceeds from the cannabis excise tax, which went into effect on January 1st, and is remitted to municipalities on a per capita basis. In its initial year of distribution, cannabis excise tax proceeds are estimated at ~\$4,000; and must be used to fund crime prevention programs, training and drug interdiction efforts.

(17) License & Permit revenue is comprised of liquor licenses, building and other permits. Throughout FY 2020, building permit revenues have dramatically exceeded initial expectations (budgeted amount was \$350,000) and are projected to reach an excess of \$425,000. Per the City's past practice, most of this amount will be recognized in the General Fund to cover Building Department personnel and operating costs, with the remaining proceeds recognized in the City-Wide Capital Fund to finance current and future capital improvements. At the culmination of Fiscal Year 2020 – 2,247 permits had been issued and are comprised as follows: 113 commercial; 141 single-family detached homes; 34 single-family attached homes; and 1,959 miscellaneous residential and commercial permits. The total number of permits issued in FY 2020 more than doubled in comparison to the previous fiscal year's amount of 980. New housing starts remained stable in FY 2020, with a total of 175; but were down in comparison to last year's total of 222.

(18) Fines & Forfeits consist of circuit court, adjudication, offender registration and police tow fines. Due to the nature in which fines and forfeits are generated, this revenue stream was immediately impacted by the COVID-19 pandemic. Kendall County Circuit Court fines are expected to be under budget by at least \$10,000 and decline ~8% in comparison to FY 2019. Administrative adjudication fines are tracking around \$23,000, which is about 12% less than the prior year. Tow revenues are tracking at about half last year's amount (~\$15,000) due to City code amendments and the pandemic. Tow revenues are anticipated to return to more of a historical range (~\$30,000 - \$50,000+) in the upcoming fiscal year, as the economy begins to reopen.

United City of Yorkville – 4th quarter ended April 30, 2020

General Fund Revenues – continued

(19) Charges for Services primarily consist of the refuse charges included on residents' utility bills and the administrative fees paid to the City from the YBSD and Fox Metro for administering their billing and collection processes. Total garbage surcharge revenues (including late fees) are projected at \$1.27 million for FY 2020, which would yield a nominal surplus of about \$12,000 when netted against the costs of providing this service (paid out of the PW - Health & Sanitation cost center in the General Fund). Overall refuse surcharge revenue is estimated to increase approximately 5% over last year, due to new residential development and increases to the contractual refuse rate from \$16.91 to \$17.34 (2.5%) per month for 65- & 95-gallon totes. Expenditures for the refuse subsidy, which reduces senior citizens' monthly refuse charges by \$3.47 (\$8.67 for those seniors qualifying for circuit breaker), is estimated to finish around \$34,000, and has a little over 500 participants at fiscal year end. The City also offers 33-gallon totes at the reduced rate of \$16.76 per month (\$13.41 for seniors and \$8.38 for seniors qualifying for circuit breaker), in which about 115 residents participate.

(20) Investment Earnings is comprised of interest income earned from FDIC insured certificates of deposit (i.e. CD's), IMET recovery proceeds and having cash on account with First National Bank, Illinois Funds, Associated Bank and Illinois Trust. Interest earnings, generated from CD's and the other account listed above, are estimated to increase by almost 20% over prior year amounts, due to favorable interest rates for the majority of the fiscal year and more cash being available for investment within the General Fund, as a direct result of increased fund balance.

Regarding the ongoing IMET recovery, in November of 2019 the Overall Receiver (i.e. the law firm appointed by the Court who has custody of the assets recovered on behalf of investors stemming from the 2014 First Farmer's Financial Repo Fraud) disbursed the bulk of its assets (\$72.9 million) to the various claimants, including the Illinois Metropolitan Investment Fund (IMET), who's share was ~\$21 million. In turn, the following month IMET disbursed the City's share of recovered proceeds totaling \$133,486; of which \$39,952 was directly attributable to the General Fund. The total amount recovered to date is \$177,925 (56%), with \$53,252 being allocated to the General Fund. Before winding down, the Overall Receiver will make one final distribution of receivership funds to participants over the Summer. As of April 30, 2020, the Overall Receiver had roughly \$2.3 million in cash, which will ultimately result in recovery proceeds for the City of approximately of \$4,100.

(21 & 22) Reimbursements/Miscellaneous Income & Transfers In is comprised of various reimbursements for engineering, legal, liability insurance, etc., as well as rental and other miscellaneous income. Aggregate miscellaneous reimbursements are expected to finish the year around \$75,000 and are primarily comprised of quarterly rebates from the cable consortium (\$11,647), IPRF safety grant funds (\$7,237) and insurance reimbursements (\$19,494). The bulk of miscellaneous income (currently projected at ~\$18,000 for FY 2020) will consist of credit card rebate proceeds, of which \$16,550 will be accrued to the current fiscal year. The **Transfer In** amount (estimated at ~\$31,000 for FY 2020) is composed of building development fees, which are transferred out of the City-Wide Capital Fund in order to reimburse the General Fund for the transfer it made in FY 2014 to close out the (16) Municipal Building Fund in the amount of \$571,615. At the end of FY 2020, \$143,452 has been reimbursed to the General Fund, leaving a balance of \$392,863.

(23) Total General Fund Revenues & Transfers are projected (after considering audit accruals) to exceed budgetary amounts in excess of \$150,000 (~1%); due predominantly to better than expected building permits, intergovernmental revenues, charges for services revenue and investment earnings.

United City of Yorkville – 4th quarter ended April 30, 2020

General Fund Expenditures *(cash basis after 12 periods)*

| | | FY 2020 Actual YTD | FY 2020 Budget | % of Budget | | FY 2019 Actual YTD | % Change |
|-----------------------------------|---------------------------|-----------------------|-------------------|----------------|--|-----------------------|-------------|
| Total YTD Expenditures | | \$ 15,166,425 | \$ 16,783,649 | 90% | | \$ 15,187,386 | 0% |
| Expenditures by Category | | | | | | | |
| 50 | Salaries | 5,012,703 | 5,206,755 | 96% | | 4,707,608 | 6% |
| 52 | Benefits | 3,072,109 | 3,273,617 | 94% | | 2,887,067 | 6% |
| 54 | Contractual Services | 4,190,503 | 5,527,879 | 80% | | 4,310,752 | -3% |
| 56 | Supplies | 311,324 | 464,998 | 67% | | 238,731 | 30% |
| 99 | Transfers Out | 2,579,785 | 2,580,400 | 100% | | 3,043,228 | -15% |
| Expenditures by Department | | | | | | | |
| 110 | Administration | 921,212 | 964,684 | 95% | | 922,490 | 0% |
| 120 | Finance | 494,319 | 533,741 | 93% | | 474,577 | 4% |
| 210 | Police | 5,583,173 | 5,935,224 | 94% | | 5,258,136 | 6% |
| 220 | Community Development | 799,810 | 933,186 | 86% | | 814,863 | -2% |
| 410 | PW - Streets & Sanitation | 1,971,435 | 2,320,194 | 85% | | 1,857,186 | 6% |
| 640 | Administrative Services | 5,396,474 | 6,096,620 | 89% | | 5,860,134 | -8% |

(50) Salaries – After twelve periods of activity, overall salary line items finished at 96% of budget, as most functional departments within the General Fund came in under their respective appropriations. Once audit accruals have been applied, aggregate Police Department salaries will finish ~\$60,000 over budget, due to a retirement payout. Administration Services will be over as well, by about \$5,100, due to overtime generated from special details in the Police Department (this is offset in full on the revenue side). Total General Fund salary expenditures should finish FY 2020 at ~\$5.21 million, which is only nominally over budget by about \$3,000. At the end of April 2020, salaries accounted for approximately 33% of total General Fund expenditures.

(52) Benefits – Aggregate expenditures for benefits (which include individual departmental line items for group life, health, dental and vision – as well as unemployment and liability expenditures in the Administrative Services cost center) are expected to finish under budget (~94%) across all departments in FY 2020. The overage on budgeted salaries for Police, will be more than offset by the budgeted savings in benefit related expenditures. The Police Department should finish approximately \$135,000 under budget in the benefit expenditure category, due to the aforementioned retirement, several current employees choosing to opt-out of the City's health insurance program and lower than expected utilization rates regarding the City's Health Reimbursement Account (HRA). To date, benefits account for 20% of total General Fund expenditures.

(54) Contractual Services – At first glance it appears that the General Fund is considerably below budgeted amounts for this cost category, tracking at only 80% at the end of April; however, there are two material expenditures that still need to be accounted for as part of the audit accrual process. The first of these costs is for refuse service for the months of March and April, which totaled approximately \$220,000. The other significant expenditure will be the sales tax rebate amount covering the last four months of the fiscal year (January thru April). These amounts, which were paid out in June, increased total sales tax rebates for FY 2020 to ~\$872,000, which is \$31,000 under budget. Once these, and other audit related expenditures are recorded, total General Fund contractual services are projected to finish around \$4.84 million (~92% of budget), resulting in significant budgetary savings of approximately \$430,000. Much of these projected budgetary savings are derived from

United City of Yorkville – 4th quarter ended April 30, 2020

General Fund Expenditures – continued

outsourced inspection fees, which is expected to be under budget by ~\$86,000, in Community Development; and several line items within the Administrative Services cost center including: information technology (under budget by ~\$32,000), legal services (under budget by ~\$57,000) and engineering services (under budget by ~\$92,000). Contractual services accounted for 28% of total appropriations in the General Fund at the end of April 2020.

(56) Supplies & (99) Transfers Out – It appears that most operational departments will finish well below budgeted amounts in the supply expenditure category once all audit related accruals have been accounted for in the current fiscal year. The most recent projections for the General Fund supply expenditure category are at approximately \$343,000, which is ~\$110,000 under budgeted amounts. The Public Works – Street Department will account for the vast majority of the budgetary savings (~\$95,000), due to the MFT Fund budget being amended during the course of FY 2020 to help offset an unexpected increase in bulk rock salt prices.

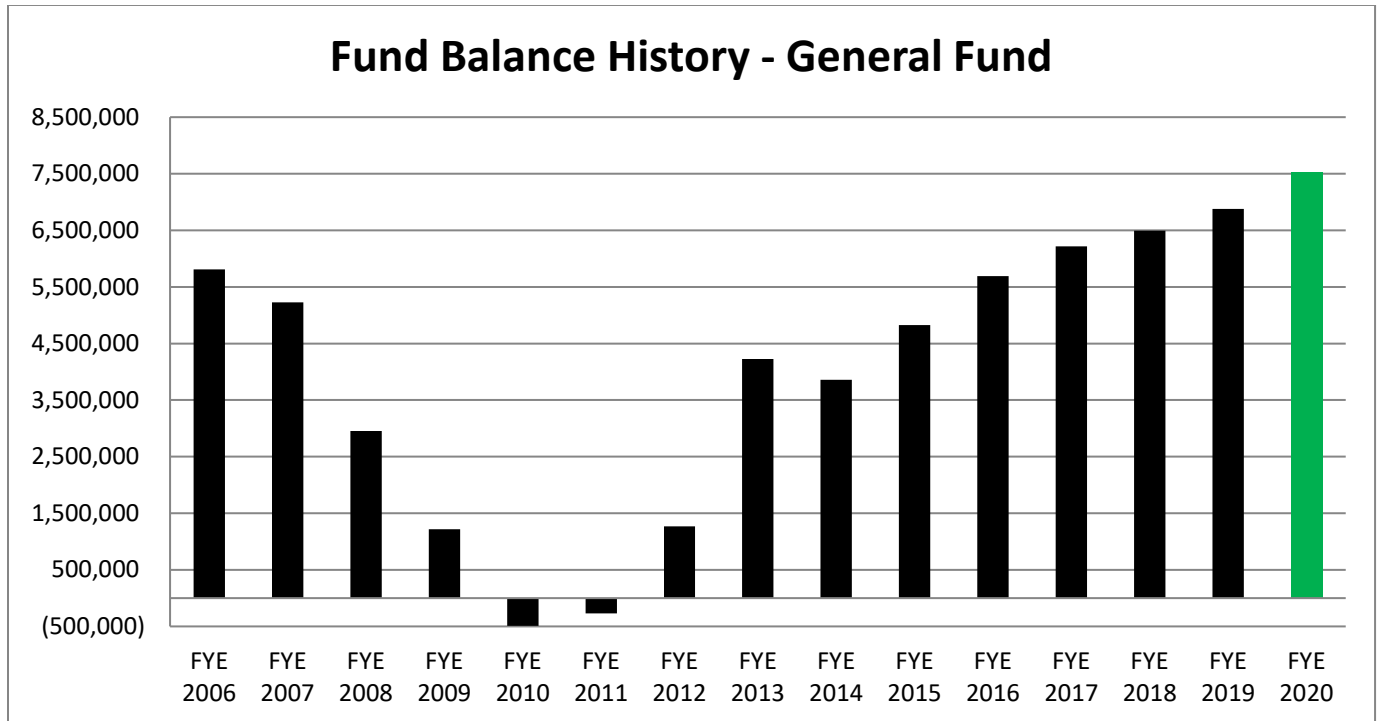
The General Fund makes several monthly **(99) Transfers Out** (i.e. other financing uses) to various City Funds for the following reasons: (42) Debt Service Fund – to pay the 2014B annual debt service amounts, which mature in FY 2023; (52) Sewer Fund – transfer a portion of non-home rule sales tax proceeds to pay debt service amounts on the 2011 refunding bonds; (79) Parks & Recreation Fund – annual transfer to subsidize that Fund’s operations; and (23) City-Wide Capital – to fund the demolition and subsequent reconstruction of a materials storage shed. The transfer to the (82) Library Operations Fund is for reimbursement of liability and unemployment insurance, which is reimbursed to the Library as those expenditures are incurred. At the end of April 2020, supplies and transfers out accounted for 2% and 17%, respectively, of total General Fund expenditures.

General Fund – Fund Balance

Management is currently estimating the General Fund (once all revenue and expenditure accruals have been accounted for) to finish the year with a surplus of approximately \$630,000, which is ~\$950,000 better than the original budget deficit amount of \$314,000. This estimated surplus would result in an ending fund balance in excess of \$7.5 million, which equates to a fund balance percentage of ~47% (fund balance divided by total expenditures & transfers out); which is equivalent to a five to six-month reserve. Total revenues and transfers in are estimated to finish around \$16.61 million, which is ~\$150,000 better than originally budgeted; whereas total expenditures are currently projected to finish under budget by ~\$800,000, totaling \$15.98 million. All departments within the General Fund are expected to finish below budgeted amounts. Cash and investments in the General Fund as of April 30, 2020 totaled \$6.74 million and \$495,769, respectively.

United City of Yorkville – 4th quarter ended April 30, 2020

General Fund – Fund Balance - continued



As illustrated above, fund balance in the General Fund declined precipitously in FY 2008 and FY 2009, as building activity in the City began to slow significantly due to the recession. Fund balance reached its lowest point in FY 2010 due to a one-time bad debt write off of approximately \$1 million, before rebounding in Fiscal Years 2011 thru 2013; due to staff and other budgetary reductions, as well as the implementation of non-home rule sales tax. Fund balance declined by \$363,000 in FY 2014, due to interfund transfers closing out the (16) Municipal Building & (80) Recreation Center Funds. Fund balance continued to increase over the next two fiscal years, returning to its pre-recessionary high of over \$5.5 million at the conclusion of FY 2016. Since FY 2016, fund balance has continued to rise by an average of 6.5% per annum, reaching \$6.88 million at the end of FY 2019. As mentioned on the previous page, current projections for the General Fund show a budget surplus of ~\$630,000, which would yield a resulting fund balance of \$7.51 million. Nevertheless, it should be noted that when netted against the three TIF Funds (which are currently estimated to finish FY 2020 with a combined negative fund balance of \$2.44 million), net fund balance for the General Fund is reduced to ~\$5.07 million, which equates to a 32% fund balance percentage (roughly 4 months of reserve).

QUARTERLY BUDGET REVIEW

FISCAL YEAR 2020

United City of Yorkville – 4th quarter ended April 30, 2020

Water Fund Revenues *(cash basis after 12 periods)*

| Revenue Source | FY 2020 Actual YTD | FY 2020 Budget | % of Budget | FYE 2019 Actual YTD | % Change |
|--------------------------|-----------------------|-------------------|----------------|------------------------|-------------|
| 24 Charges for Service | \$ 4,415,135 | \$ 4,401,300 | 100% | \$ 4,515,184 | -2% |
| 25 BUILD Program | - | - | 0% | 27,465 | -100% |
| 26 Investment Earnings | 27,874 | 23,851 | 117% | 19,100 | 46% |
| 27 Reimb/Misc/Transfers | 283,292 | 274,780 | 103% | 219,029 | 29% |
| 28 Total Revenues | \$ 4,726,301 | \$ 4,699,931 | 101% | \$ 4,780,778 | -1% |

(24) Charges for Service primarily consist of water sales, infrastructure and connection fees, which currently account for 94% of total Water Fund revenues. The overall volume of water billed in FY 2020 is down about 5% in comparison to the previous fiscal year, most notably in the summer months of June through September. As a result, water sales are projected to finish the year a little over \$3.04 million (after accounting for audit accruals), which is \$190,000 below the budgeted amount of \$3.23 million. On a positive note, water infrastructure, meter and connection fees are currently estimated to exceed budgetary amounts by a total of approximately \$194,000; as building activity in Yorkville remained stable throughout the current fiscal year.

(26) Investment Earnings consist of interest income earned from having cash on account with Associated and First National Banks, and IMET recovery proceeds which totaled \$6,693 in the current fiscal year. Bank generated interest earnings are targeted to finish around \$21,000, which is in-line with budgeted amounts. **(27) Reimb/Misc/Transfers** are made up of reimbursements, rental income, and interfund transfers. Rental income was enhanced in the current fiscal year as a result of the City entering into a second cell tower lease agreement with Verizon in late FY 2019. The new cell tower, located at 610 Tower Lane, generated an additional \$34,800, which will result in annual rental income exceeding \$100,000 for the first time in FY 2020 (after accounting for audit accruals). The “transfers in” from the Sewer and City-Wide Capital Funds will total around \$180,000 and pay for a portion of the annual debt service on the 2014B (which refunded the 2005C bonds) and 2015A (used to finance water improvements in Countryside subdivision) bonds, respectively.

Water Fund Expenses *(cash basis after 12 periods)*

| | FY 2020 Actual YTD | FY 2020 Budget | % of Budget | FY 2019 Actual YTD | % Change |
|-------------------------------|-----------------------|-------------------|----------------|-----------------------|-------------|
| Total YTD Expenditures | \$ 4,824,877 | \$ 5,779,725 | 83% | \$ 3,753,546 | 29% |
| Expenses by Category | | | | | |
| 50 Salaries | 397,074 | 519,935 | 76% | 393,134 | 1% |
| 52 Benefits | 193,548 | 263,064 | 74% | 202,029 | -4% |
| 54 Contractual Services | 785,750 | 813,799 | 97% | 738,644 | 6% |
| 56 Supplies | 364,057 | 393,281 | 93% | 317,866 | 15% |
| 60 Capital Outlay | 722,950 | 1,428,146 | 51% | 569,029 | 27% |
| 77-94 Debt Service | 2,361,500 | 2,361,500 | 100% | 1,532,844 | 54% |

As shown above, the **(50) Salary and (52) Benefit** cost categories are expected to finish below budgeted amounts in the current fiscal year, due to water department vacancies (that were later filled) and the decision not to hire a water & sewer

United City of Yorkville – 4th quarter ended April 30, 2020

Water Fund Expenses - continued

superintendent, as originally conceived in the FY 2020 budget. After audit accruals have been applied, salary and benefit amounts are estimated to be approximately \$180,000 below budgeted amounts.

(54) Contractual Services are projected to exceed budgeted amounts by approximately \$40,000; as a temporary consultant (paid out of professional services) was needed to fulfil the operational duties of a certified water operator for a portion of the fiscal year, and due to unanticipated costs relating to the maintenance of the City's various water treatment plants.

Total **(60) Capital Outlay** expenses are expected to finish significantly below budget (~60%), as the Well #7 rehabilitation and standby generator projects (the Well #7 standby generator has since been moved to Beaver Street) were deferred to the subsequent fiscal year. In addition, IDOT's Route 71 and US Route 34 west watermain replacement projects are expected to come in under budget as well, due to timing issues with the State. Capital projects that were substantially completed as of April 30th includes replacement of the East Orange Street watermain and design engineering work related to the Elizabeth Street watermain.

Presently, the Water Fund pays **(77-94) Debt Service** on four issuances: the 2015A Bond (matures FY 2035); the 2016 Refunding Bond (matures FY 2023); the 2014C Refunding Bond (matures FY 2025); and an IEPA Loan (matures FY 2027).

Water Fund – Fund Balance Equivalent

Once all audit accruals have been booked, the Water Fund is projected to finish the year with a deficit of ~\$290,000, which is approximately \$790,000 better than originally budgeted. Currently the Fiscal Year 2020 ending fund balance equivalent is predicted to be around \$3.24 million, which is roughly 64% of total expenses & transfers out. Equivalency percentages in the Water Fund are expected to return to more normal levels (30%-40%) in the upcoming fiscal year, as the capital projects mentioned above progress towards completion. Cash balances in the Water Fund as of April 30, 2020 totaled \$2.505 million.

Sewer Fund Revenues *(cash basis after 12 periods)*

| Revenue Source | FY 2020 Actual YTD | FY 2020 Budget | % of Budget | FY 2019 Actual YTD | % Change |
|--------------------------|-----------------------|-------------------|----------------|-----------------------|-------------|
| 29 Charges for Service | \$ 1,601,721 | \$ 1,567,500 | 102% | \$ 1,530,862 | 5% |
| 30 BUILD Program | - | - | 0% | 18,000 | -100% |
| 31 Investment Earnings | 38,751 | 7,149 | 542% | 9,679 | 300% |
| 32 Reimb/Misc/Transfers | 579,410 | 575,030 | 101% | 858,048 | -32% |
| 33 Total Revenues | \$ 2,219,882 | \$ 2,149,679 | 103% | \$ 2,416,589 | -8% |

(29) Charges for Services account for 73% of total Fund revenues, consisting primarily of sewer maintenance and infrastructure fees. At the end of FY 2020, both maintenance and infrastructure fees are expected to exceed budgeted amounts, for a combined surplus of ~\$37,000. Aggregate sewer connection fees are projected to finish slightly below budgeted amounts by ~\$4,600 but will exceed prior year amounts by over \$25,000.

United City of Yorkville – 4th quarter ended April 30, 2020

Sewer Fund Revenues - continued

(31) Investment Earnings consist of interest income earned from having cash on account with Associated and First National Banks, and IMET recovery proceeds which totaled \$31,459 in the current fiscal year. Bank generated interest earnings are targeted to finish around \$15,000, which is in-line with budget targets.

(32) Reimbursements/Miscellaneous/Transfers In primarily consists of an interfund transfer from the General Fund comprised on non-home rule sales tax proceeds, for the purposes of paying a portion of the debt service on the 2011 Refunding Bonds.

Sewer Fund Expenses (cash basis after 12 periods)

| | | FY 2020 Actual YTD | FY 2020 Budget | % of Budget | | FY 2019 Actual YTD | % Change |
|-------------------------------|-----------------------|-----------------------|-------------------|----------------|--|-----------------------|-------------|
| Total YTD Expenditures | | \$ 2,046,986 | \$ 2,546,355 | 80% | | \$ 2,702,138 | -24% |
| Expenses by Category | | | | | | | |
| 50 | Salaries | 197,946 | 270,946 | 73% | | 196,299 | 1% |
| 52 | Benefits | 118,820 | 164,060 | 72% | | 96,424 | 23% |
| 54 | Contractual Services | 126,001 | 240,935 | 52% | | 137,240 | -8% |
| 56 | Supplies | 45,754 | 62,650 | 73% | | 55,618 | -18% |
| 60 | Capital Outlay | 132,283 | 350,861 | 38% | | 222,679 | -41% |
| 75 | Developer Commitments | - | 30,721 | 0% | | 35,938 | 0% |
| 84-96 | Debt Service | 1,352,307 | 1,352,307 | 100% | | 1,880,265 | 0% |
| 99 | Transfer Out | 73,875 | 73,875 | 100% | | 77,675 | -5% |

Similar to the Water Fund, the **(50) Salaries and (52) Benefits** cost categories in the Sewer Fund are expected to finish below budgeted amounts in the current fiscal year by approximately \$110,000, due to partial year vacancies and the decision not to hire a water & sewer superintendent.

(54) Contractual Services should finish ~ \$100,000 under budget, as the Countryside and Blackberry lift station projects were deferred to the subsequent fiscal year. After accounting for audit accruals, **(60) Capital Outlay** for the Sewer Fund is expected to finish considerably below budget (~47%), as most construction costs related to IDOT's Route 71 Sanitary Sewer Replacement Project were deferred into the ensuing fiscal year. The Sewer Fund's 2019 Road to Better Roads Program focused on sanitary improvements on Church Street, which were substantially complete at the end of the fiscal year.

The **(75) Developer Commitment** cost center represents the annual payment to Lennar Chicago, pursuant to the reimbursement agreement entered into in December 2002. This agreement expired in the current fiscal year, and a final payment of \$30,948 was paid out in May (will be accrued back to FY 2020).

Currently, the Sewer Fund pays **(84-96) Debt Service** on two issuances: the 2003 IRBB Debt Certificates (matures FY 2023); and the 2011 Refunding Bond (matures FY 2026). The IEPA Loan matured in the current fiscal year – final debt service amounts totaled \$53,525. The **(99) Transfer Out** represents one half of the annual debt service payment on the 2014C (refunded 2005C) bonds in the Water Fund, as a portion of that bond's initial proceeds were used for sewer infrastructure improvements.

United City of Yorkville – 4th quarter ended April 30, 2020

Sewer Fund – Fund Balance Equivalent

The Sewer Fund is expected to finish the year with a surplus of ~ \$62,000, due to projected expenses coming in better than initially budgeted. Once all audit accruals have been booked, the Sewer Fund will be expected to exceed its original budget deficit of \$396,676 by approximately \$460,000. Fund Balance Equivalency for the Sewer Fund is currently estimated to be ~\$1.17 million at the end of FY 2020, which equates to around 54% of total expenses (including transfers out). Cash amounts in the Sewer Fund as of April 30, 2020 totaled \$1.04 million.

Parks & Recreation Fund Revenues *(cash basis after 12 periods)*

| Revenue Source | FY 2020 Actual YTD | FY 2020 Budget | % of Budget | FY 2019 Actual YTD | % Change |
|--------------------------|-----------------------|-------------------|----------------|-----------------------|-------------|
| 34 Charges for Service | 608,408 | 632,000 | 96% | 582,920 | 4% |
| 35 Investment Earnings | 1,333 | 1,500 | 89% | 1,534 | -13% |
| 36 Reimb/Misc/Transfers | 1,646,548 | 1,611,488 | 102% | 1,503,839 | 9% |
| 37 Total Revenues | \$ 2,256,289 | \$ 2,244,988 | 101% | \$ 2,088,293 | 8% |

To date, the Parks & Recreation Fund has been most negatively impacted by the pandemic, due to the very social nature of most recreational revenue generating activities.

Aggregate **(34) Charges for Service** are a bit skewed when looking at them from the cash basis as of April 30th, as they do not account for the various refunds issued for recreational activities in the new fiscal year due to COVID-19. To date, refunds and household credits issued in FY 2021, but attributable to FY 2020, total ~\$80,000. Once these figures are adjusted as part of the audit accrual process, charges for service revenues (includes special events, athletics & fitness & child development) are currently projected to finish FY 2020 at approximately \$100,000 under budget.

Proceeds from Hometown Days, which is included in the **(37) Reimb/Misc/Transfers** revenue center, increased by 5% in comparison with the previous fiscal year (the festival essentially broke-even in the current fiscal year, generating ~\$124,000 in both revenues and expenditures). Total revenues for the Parks & Recreation Fund are expected to come in around \$2.1 million, which is ~\$130,000 below budget.

United City of Yorkville – 4th quarter ended April 30, 2020

Parks & Recreation Fund Expenditures *(cash basis after 12 periods)*

| | | FY 2020 Actual YTD | FY 2020 Budget | % of Budget | | FY 2019 Actual YTD | % Change |
|-----------------------------------|----------------------|-----------------------|-------------------|----------------|--|-----------------------|-------------|
| Total YTD Expenditures | | \$ 2,168,696 | \$ 2,349,081 | 92% | | \$ 2,035,620 | 7% |
| Expenditures by Category | | | | | | | |
| 50 | Salaries | 1,217,194 | 1,287,858 | 95% | | 962,216 | 26% |
| 52 | Benefits | 462,405 | 484,055 | 96% | | 392,316 | 18% |
| 54 | Contractual Services | 187,310 | 187,538 | 100% | | 307,650 | -39% |
| 56 | Supplies | 153,307 | 190,630 | 80% | | 262,452 | -42% |
| 56 | Hometown Days | 148,481 | 199,000 | 75% | | 110,986 | 34% |
| Expenditures by Department | | | | | | | |
| 790 | Parks | 1,070,083 | 1,151,262 | 93% | | 1,057,416 | 1% |
| 795 | Recreation | 1,098,613 | 1,197,819 | 92% | | 978,204 | 12% |

As shown on the table above, all Parks & Recreation Fund cost categories are anticipated to remain under budgeted amounts, even after the application of audit accruals. Total expenditures for the Parks Department is currently estimated around \$1.09 million, which is ~\$60,000 under budget. Aggregate Recreation Department expenditures are projected at \$1.13 million, which is ~\$70,000 under budget. Assuming these projections hold, aggregate Fund expenditures would total \$2.22 million, which is ~\$130,000 under the budgeted amount of \$2.35 million.

Parks & Recreation Fund – Fund Balance

Despite the decline in Recreation revenues brought on by the pandemic, the Fund is still anticipated to finish right around its budgeted deficit amount of \$104,000. Ending fund balance for the year is projected to be ~\$350,000, which is equal to about 16% of total expenditures. This will be the last fiscal year in which the Parks & Recreation Fund will maintain a sizeable fund balance. Starting in FY 2021, the General Fund operational transfer will be adjusted accordingly to ensure that the Parks & Recreation Fund budget maintains a break-even position (i.e. zero fund balance). Cash on hand in the Parks & Recreation Fund as of April 30, 2020 totaled \$634,613.



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

Agenda Item Number

Administration Committee #4

Tracking Number

ADM 2020-51

Agenda Item Summary Memo

Title: Code Amendment Title 1 Chapter 7 Section 3 (Phase 2)

Meeting and Date: City Council – July 28, 2020

Synopsis: See Attached Memo

Council Action Previously Taken:

Date of Action: ADM 07-15-20 Action Taken: Moved forward to City Council agenda.

Item Number: ADM 2020-51

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Carri Parker, Purchasing Manager

Administration

Name

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: Administrative Committee
From: Carri Parker, Purchasing Manager
CC: Bart Olson, City Administrator
Date: July 15, 2020
Subject: City Code Amendment to Title 1, Chapter 7, Subsection 3:
Contracts and Purchases

Summary

Approval of an Ordinance to Amend the City Code, Title 1, Chapter 7, Subsection 3: Contracts and Purchases, to address changes to the code regarding the procurement process.

Background

This item was last discussed by the City Council on May 26, 2020, when the City Council authorized the approval for the addition of the surplus and cooperative purchasing sections, as well as the removal of the business registration section. During this meeting, Purchasing Manager Parker explained that she was reviewing the remaining code for accuracy against current state code and city internal procedures.

Over the last several months, staff, working closely with the Village Attorney, has researched, drafted, and reviewed proposed changes to the code. The intent with the revised code is to maintain an open, fair, and transparent procurement process. Administrative processes will be outlined in a Procurement Policies and Procedures Manual that will be more comprehensive and will be updated regularly to meet changing processes and needs. The Procurement Policies and Procedures Manual is scheduled to be presented to the Administration Committee later this summer.

The following summarizes changes recommended to the City Code:

- Procurement deals with the sourcing activities, negotiation, and strategic selection of goods and services that are usually of importance to an organization. Purchasing is the process of how goods and services are ordered. Therefore, the code and section title has been changed to reflect procurement, not purchasing.
- Removed repetitive language that can be found in the Illinois Municipal Code.
- Updated titles to be uniform with the entire code.
- Removed procedural language that can be found in the Procurement Policies and Procedures Manual.

Code Changes

The previous code incorporated internal processes based on expenditures over \$25,000. The proposed changes incorporate processes that potential vendors will need to be aware of before doing business with the city. The changes include purchasing threshold processes, defining and clarifying the bidding process, implementing an electronic process based on the recent COVID-19 pandemic event, adding language for bid cancellations, establishing bonding requirements, adding changes orders, ineligible vendor requirements, bid protests, and adding language to abide by state statute if it defers from city code. The additional changes in the code align with Oswego's code for consistency in the Purchasing Manager position.

The red-lined version is attached for your review. A summary of those changes are listed as follows:

1. PROPOSED CHANGE

Current Language Removal:

1-7-3: Contracts and Purchases:

- A. Definitions: The expression "lowest responsible bidder", as used in this section and in the City's bidding documents, shall be deemed to mean the lowest bidder whose offer best represents in quality, fitness and capacity the requirements of the proposed work or usage.

Proposed Language Addition:

- Added this subsection to provide information of the purpose of the procurement function.

1-7-3 (A): Procurement Objectives:

- 1. It is the purpose of this subsection to establish competitive bidding and economical procurement practices, which shall apply to all purchases as herein described.*
- 2. The City Administrator or his or her designee shall be the general purchasing agent of the city. Subject to the terms of this chapter, the City Administrator, or his or her designee shall oversee the purchasing process of all materials, supplies, services, and equipment necessary for the operation of the city.*
- 3. Procurement procedures shall be consistent with any applicable federal, state, and local laws and any contractual obligations with other governmental agencies.*
- 4. The purchasing requirements, as herein established, are to be construed as maximum requirements and do not restrict those authorized to make purchases for the city to go beyond these requirements.*
- 5. The purchasing requirements will not necessarily govern every purchasing situation that may arise. In the event a specific purchase is not covered by these requirements, the purchase shall be made based on these objectives following consultation with the City Administrator or his or her designee.*

All purchasing agreements shall provide that payment will be made in compliance with the Local Government Prompt Payment Act (50 ILCS 505/1).

2. PROPOSED CHANGE

Current Language Removal:

1-7-3 (B): Bids For All Contracts For Services Of Materials Over Twenty-Five Thousand Dollars to Purchasing Requirements:

1. Advertising For Bids: Except as otherwise provided herein, all contracts of whatever nature for labor, services or work, and for the purchase or lease of materials or supplies involving amounts in excess of twenty five thousand dollars (\$25,000.00) made by or on behalf of the City shall be let to the lowest responsible bidder following notice as required in the following subsections:
 - a. Notice shall be published in a newspaper of general circulation throughout the City at least once which publication shall be at least fifteen (15) days prior to the time designated for opening bids. The notice shall include a general description of the article or service desired, shall state the time, date and place of bid opening, and shall designate where bidding documents may be obtained.
 - b. All purchases or contracts to be let shall be noticed by posting on the public bulletin board in the City Hall.

Proposed Language Addition:

- Changed the section title from Bids For All Contracts For Services Of Materials Over Twenty-Five Thousand Dollars to Purchasing Requirements, and these requirements are not just for Invitation to Bids, this also includes the addition of the processes for Request for Proposals, Request for Qualifications and Informal Purchasing (smaller purchases).

1-7-3 (B): *Purchasing Requirements:*

1. *Competitive Bidding - (Invitation to Bid [ITB]) –*

The Invitation for Bid (ITB) method is used to initiate a competitive sealed bid procurement. The ITB applies to contracts for construction or repair work and purchase of apparatus, supplies, materials, or equipment of more than twenty-five thousand dollars (\$25,000.00). ITBs should include detailed specifications, the scope of work, contract, and any other legal requirements. These bids are received sealed by a specific date and are opened and read out loud publicly in-person or electronically. The standard for awarding contracts is based on the lowest responsive and responsible bidder, or bidders, based on the bid amount listed. For an ITB, the pricing is the main criteria.

- a. *An Invitation To Bid (ITB or bid) shall be issued for contracts under this subsection and shall include specifications and all contractual terms and conditions applicable. Any business submitting a bid or proposal is referenced as a bidder in this code.*

- (1) *Bids shall be obtained by publishing a public notice in a newspaper of general circulation, city website, electronic bidding portal, or applicable trade publications.*
- (2) *Bids shall be published for at least ten (10) days, excluding Sundays and legal holidays, in advance of the due date announced in the invitation for the public opening.*
- (3) *The City Administrator shall designate a means of distribution or determination of information to interested parties using reasonably available methods. Such methods may include publication in newspapers of general circulation, electronic or paper mailing lists, and web sites designated and maintained for such notification. Said notice shall state the place, date, and time of the bid opening.*
- (4) *All bids and proposals must be sealed and submitted set forth in the request prior to the date and time stated for the opening of responses.*
- (5) *All contracts are to be awarded pursuant to this subsection shall be approved by the city council.*
- (6) *No contract shall be assignable or sublet by the successful bidder without the written consent of the City Administrator or his or her designee. In no event shall a contract or any part thereof be assigned or sublet to a bidder who had been declared not to be a responsible bidder in consideration of bids submitted in response to an invitation for bids for the particular contract.*

2. *Competitive Proposals (Request for Qualification [RFQ]/Request for Proposal [RFP]) –*

The Request for Qualifications (RFQ) method can be used as a pre-qualification stage of the procurement process. Only those proponents who successfully respond to the RFQ and meet the qualification criteria listed within the RFQ will move on in the selection process that will include submitting a cost proposal. The Request for Proposal(RFP) is a process where the strategy, objectives, cost, and other details that will assist with the ability to choose the most qualified vendor are included. The RFP can be used without an RFQ as a bidding technique to obtain cost information, but the pricing is not the main criteria. This two-stage approach can both streamline the solicitation process and assist in gathering information about candidates for future use.

- a. *Requests for Proposals shall be considered when determining the following through a Qualifications Based Selection (QBS) process:*
 - (1) *Whether the contract needs to be other than a fixed-price type;*
 - (2) *Whether oral or written discussions may need to be conducted with proposers concerning technical and price aspects of their proposals;*
 - (3) *Whether the award may need to be based upon a comparative evaluation as stated in the Request for Proposals of differing price, quality, and contractual factors in order to determine the most advantageous offering to the city. Quality factors include technical and performance capability and the content of the technical proposal; and*
 - (4) *Whether the primary consideration in determining award may not be price.*

- b. *Request for Proposals shall be prepared in accordance with the bid requirements listed in the above subsections 1-7-3(B)(1)(a)1 – 6, and shall also include:*
- (1) A statement that discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for the contract award, but that proposals may be accepted without such discussions;*
 - (2) A statement of when and how price should be submitted; and*
 - (3) A listing of the criteria by which a proper shall be selected and recommended to the city council may also be included.*
3. *Informal Purchasing - (Agreements/Contracts/Quotes) –*

Another procurement method would be informal purchasing. Informal purchasing is when the threshold of the purchase does not meet the competitive bidding requirements. The city's informal bidding threshold is five thousand dollars (\$5,000.00) to twenty-five thousand dollars (\$25,000.00). This method would include soliciting quotes for goods and services and developing or reviewing service contracts or agreements. Any purchases under five thousand dollars (\$5,000.00) can be purchased with a purchasing card with the Department Head's permission. It is assumed that staff is using their best judgment when making these purchases about quality and price. Purchases of goods or services in excess of \$25,000.00 require a formal competitive bidding process.

3. PROPOSED CHANGE

Proposed Language Addition

- Added this section to allow the competitive bidding process to be held electronically.

1-7-3 (C): Electronic Bid Process:

Electronic Transactions: The City may conduct procurement transactions, including competitive sealed bids, competitive sealed proposals, and informal quotations, by electronic means or in electronic form. The City Administrator shall adopt operational procedures regarding:

- 1. Appropriate security to prevent unauthorized access to the bidding, approval and award processes;
 - a. Identification;*
 - b. Confidentiality; and*
 - c. Utilization of digital signatures, where applicable.**
- 2. Electronic Posting: The City may electronically post solicitations, determinations, and other information related to procurement on a centralized internet web site designated by the city for this purpose.*
- 3. Electronic Bid Openings: The city may hold public bid openings electronically with the opportunity for public access and input.*
- 4. Electronic Records: In accordance with the Illinois Electronic Commerce Security Act, 5 Illinois Compiled Statutes 175/1-101 et seq., whenever this Article requires a record to be "written" or "in writing," an electronic record satisfies that requirement.*

4. PROPOSED CHANGE

Current Language Removal:

1-7-3 (B)(2): Bidding Procedures:

1. Bidder's Security: All bids must be sealed and, in the case of contracts for construction of Municipal buildings or facilities or for labor, shall be accompanied by security, either cash, cashier's check, certified check or surety bond, in a sum equal to ten percent (10%) of the total aggregate of the bid. The successful bidder shall forfeit his bid security upon such bidder's failure or refusal to execute the contract within the time designated in the bid documents. The City Council, in such event, may award the contract to the new lowest responsible bidder.
2. Other Bond Requirements: A faithful performance bond, labor and material bond and other bonds may be required by the City Council in amounts reasonably necessary to protect the City's interests in obtaining the services or work involved. If bonds are required, the form and amount thereof shall be designated in the notice inviting bids.
3. Bid Opening Procedures: All bids shall be submitted to the City Clerk, who shall safeguard them in a sealed condition until the time noticed for public bid opening. At the time and place stated in the public notices, the City Clerk or designee shall publicly open all bids. The tabulation of all bids or copies of bids received shall be available for public inspection in the Clerk's Office for a period of not less than thirteen (13) days after the bid opening.
4. Award Of Contracts
 - i. Lowest Responsible Bidder: The City Council may make an award of contract to the lowest responsible bidder. If considered to be in the best interest of the City, selected portions of the lowest responsible bid may be accepted and award made accordingly. In the alternative, the City Council may either reject all bids and readvertise or authorize the City itself to perform the work and directly acquire the items desired in accordance with the immediately following provision.
 - ii. Direct Method: After bids are rejected or if no bids are received, the City Council, by resolution and act of majority vote of the Council, including the Mayor, may authorize the work done by City personnel and equipment or may authorize the purchase of the material and equipment for services involved on the open market without complying with the requirements of this section, provided that the City Council reserves competent information or data that the City itself is capable of completing the project involved in a more satisfactory or economical manner or that the materials, equipment or services may be purchased more economically on the open market.
5. Tie Bids: If two (2) or more bids are received which are in all respects equal, the contract shall be awarded to the bidder maintaining a place of business in the City. However, if all or none of said bidders maintain a place of business in the City, then the contract shall be awarded by drawing lots.

5. PROPOSED CHANGE

Proposed Language Addition

- Moved this language into its subsection for increased public transparency.
- This section provides information on the City's bonding requirements related to competitive bidding.

1-7-3 (D): Bonding Requirements:

All competitive bidding proposals must be sealed and, in the case of contracts for the construction of municipal buildings or facilities or labor, shall be accompanied by a bid security, performance bond, or labor and materials bond.

- 4. Bid security in an amount of ten percent (10%) or such other percentage as stated in the conditions of the full amount of the bid in the form of a 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 successful bidder has entered into the contract and furnished the required insurance and any additional bonds. The bid deposit shall become the property of the city if the successful bidder 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.*
- 5. A performance bond, labor, and material bond or other bonds shall be required of the successful bidder at the time of execution of the contract, 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 subcontractors.*

A performance bond satisfactory to the city must be executed by a Surety Company authorized to do business in the State of Illinois or otherwise secured in a manner satisfactory to the city in an amount equal to 110% of the contract price specified. The surety on the bond shall be a company that is licensed by the Department of Insurance, authorizing it to execute surety bonds. The company shall have a financial strength rating of at least "A," as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

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 amount of damages that the city will sustain due to the bidder's failure to furnish the bonds.

6. PROPOSED CHANGE

Current Language Removal:

1-7-3 (B)(3): Exemptions From Bidding Requirements:

- a. Notwithstanding any provisions of this section to the contrary, the competitive bidding procedures and requirements may be dispensed within any of the following instances:
 - i. When a commodity being purchased is standardized in a manner to be compatible with equipment or articles in existing City use and in order to obtain more function or economic use from such existing equipment or articles, together with such commodity.
 - ii. When in public session, the City Council has received competent information, data and sworn testimony supporting the facts that the product or service desired is provided only by one person or firm.
 - iii. The City Council may authorize the purchase of materials, supplies, equipment and services or may order work performed by the City upon a finding of support by competent information or data that such purchase or work is urgent and immediately necessary for the preservation of life, health and property. The term "urgent and immediately" as used herein shall be deemed to mean threatening to happen at once, such as an impending danger or calamity.
 - iv. When an agreement involves acquisition of services, equipment or any agreement entered into with another governmental entity.
 - v. The City may award a renewal or extension of an existing contract or agreement with any supplier or vendor of services, equipment, materials or work performed by or on behalf of the City in the event that the City is satisfied with the past performance of the entity providing said service, equipment or work. In the event the City Council wishes to make a renewal or extension of an existing agreement with the City, no competitive bidding shall be required by the City Council by a vote of the majority of the Aldermen then holding office. Nothing contained herein shall be interpreted to restrict the power of the City to amend the terms of any existing agreement upon renewal or extension thereof so long as the City Council passes a resolution approving the terms of any amendment or modification of an existing agreement.

The City may award any contract or approve any purchase of materials without advertising for bids if authorized by two-thirds (2/3) of the Aldermen then holding office.

Proposed Language Addition

- Added additional information about sole source purchases
- Reworded the type of specialty contracts that can be exempt
- Added purchases for IT, copies, and used items.
- Removed requirement to waive competitive bidding for any purchases.
- Retained City Council must approve such a purchase by a 2/3rds vote.

1-7-3 (E): Bid Exemptions:

Unless prohibited by state or federal law, the following contracts and any other contracts which by their nature are not adapted to award by competitive bidding, shall be exempt from the purchasing requirements in subsection 1-7-3(B):

- Purchase contracts, for either labor, materials or both, which by their nature are not adaptable to award by competitive bidding, such as, but not limited to, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for supplies, materials, parts or equipment which are available only from a single source, and contracts for the printing of distributable information.*
- All purchases of whatever nature, for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies, wherein the city council, by a two-thirds majority affirmative vote of the members of the city council then holding office, waive the requirement of open and competitive bidding, except in such instances where open and competitive bidding are required by the provisions of subsection 8-9-1 of the Illinois Municipal Code.*
- Any purchases may be exempt from the purchasing requirements in subsection 1-7-3(B) if a two-thirds (2/3) vote of the city council, then holding office is acquired.*

7. PROPOSED CHANGE

Proposed Language Addition

- Added this section for increased transparency.
- This subsection explains when the City can cancel a bid and they type of notification required.

1-7-3 (F): Bidding Cancellation:

An invitation for bids, a request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation by the City Administrator when in the best interests of the city. Notice of cancellation shall be sent to all persons solicited. The reasons therefor shall be made part of the contract file. Each solicitation issued by the city shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part when in the best interests of the city. The reason(s) for rejection shall be provided upon request by unsuccessful bidders or offerors.

8. PROPOSED CHANGE

Proposed Language Addition

- Added this section for increased transparency.
- This subsection provides information on when a change order is eligible and authorized.

1-7-3 (I): Change Orders:

1. *After a contract is awarded pursuant to the purchasing requirements in subsection 1-7-3(B), additional purchases or modifications may be made under the contract, or the terms of the contract may be extended without rebidding the materials, supplies, services or equipment involved.*
2. *All change orders are required to be approved by the city council should the original contract amount be exceeded by \$10,000.*

9. PROPOSED CHANGE

Proposed Language Addition

- Added this section for increased transparency.
- This subsection provides information on the amount authorized to staff by the City Council for purchases of goods and services.

1-7-3 (J): Spending Limits:

Department heads of the city, or their assignees, in the performance of their respective duties on behalf of the city, shall be empowered to authorize the ordering or purchase of budgeted materials, fixtures, equipment, services and supplies as may be deemed essential in the normal, day to day operations.

The department head is responsible for determining if an item is budgeted, if adequate funds are available and if proper purchasing procedures have been followed.

10. PROPOSED CHANGE

Proposed Language Addition

- Added this section for increased transparency.
- This subsection provides City Council authorization for staff to sign contracts within a designated cost threshold.

1-7-3 (K): Signing of Contracts:

1. *All contracts must be executed by the City Administrator or his or her designee if the contract amount is less than \$25,000.00.*
2. *If the contract is \$25,000.00 or more, then the mayor or his or her designee must sign the contract with the approval of the city council.*

11. PROPOSED CHANGE

Proposed Language Addition

- Added this section for increased transparency.
- This subsection provides the City's procedure to contractors on the debarment process for vendors.

1-7-3 (L): Ineligible Contractors or Vendors:

1. *The city council may debar a vendor, subcontractor, or supplier for:*
 - a. *Conviction of, or civil judgment for:*
 - (1) *Commission or attempted commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public contract or subcontract;*
 - (2) *Violation or attempted violation of federal or state statutes, or any other legally applicable law, regulation, or rule relating to the submission of bids, proposals, or claims;*
 - (3) *Commission or attempted commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; or*
 - (4) *Commission or attempted commission of any other offense or engaging in or attempting to engage in conduct indicating a lack of truthfulness, integrity, or honesty, which affects the responsibility of the vendor.*
 - b. *Violation of the terms of a city ordinance or city contract or subcontract so severe as to justify debarment including, but not limited to:*
 - (1) *Willful failure to perform in accordance with the terms of one or more contracts or subcontracts, including the hiring of subcontractors or suppliers debarred under this subsection;*
 - (2) *A history of failure to perform one or more contracts or subcontracts;*
 - (3) *A history of unsatisfactory performance of one or more contracts or subcontracts; or*
 - (4) *A history of failure to meet equal employment opportunity obligations, or prevailing wage obligations, or any other contracting or subcontracting obligation imposed by this code or any other law.*
 - c. *Making, attempting, or causing any false, deceptive, or fraudulent material statement in any bid, proposal, or application for city or any government work or in the performance of any such contract for the city or a government agency, or application for any permit or license.*
 - d. *Refusal to cooperate with reasonable requests of city inspectors, representatives, or other appropriate city personnel with respect to work under contract provisions, plans, or specifications, or otherwise, pursuant to the duties of that city personnel.*
 - e. *Founding, establishing or operating an entity in a manner designed to evade the application or defeat the purpose of these rules or any provision of this code, rule or regulation, the statutes, rules or regulations of the State of Illinois, or any federal statute, rule or regulation, or any other legally applicable law, regulation, or rule;*

- f. *Improper conduct, including, but not limited to, the commission or attempted commission of:*
 - (1) *Intentional or negligent billing irregularities;*
 - (2) *Submitting false or frivolous or exaggerated claims, documents, or records;*
 - (3) *Falsification of claims, documents, or records;*
 - (4) *Willful or grossly negligent destruction of documents or records the vendor had an obligation to maintain;*
 - (5) *Bribery or coercion of a government official, or other unlawful tampering with a government official;*
 - (6) *Use of false or deceptive statements to obtain some benefit, or causing competition to be restrained or limited;*
 - (7) *Misrepresentation to any governmental agency or government official;*
 - (8) *Violation of ethical standards established by the city, or other dishonesty incident to obtaining, prequalifying for, or performing any contract or modification thereof;*
 - (9) *Failing to pay, after a reasonable period of time, any judgment or other adjudicated debt owed to the city after a request for payment; or*
 - (10) *Failing to defend, indemnify, or hold harmless the city pursuant to a contractual obligation after having received a request to do so.*
 - g. *Any other cause of so serious or compelling a nature that it affects the responsibility of the vendor.*
 - h. *Debarment, disqualification, or suspension by any other government agency for any reason.*
 - i. *Disqualification or rejection of a bid from a vendor or contractor on three (3) or more occasions within a three (3) year period.*
2. *Effect of Debarment:*
- a. *Notwithstanding the debarment of a contractor, the city may continue contracts or subcontracts in existence at the time the contractor was debarred unless the mayor directs otherwise.*
 - b. *Debarred contractors are further prohibited from performing work as a contractor, subcontractor or materialman on any tier on city contracts. The city shall not accept or enter into any contract where a debarred contractor is proposed to perform the work.*
 - c. *The debarment may be canceled prospectively, or the duration and scope may be reduced or waived by the mayor, upon the written application of the debarred individual or entity, supported by documentation, for any of the following reasons:*
 - (1) *Newly discovered material evidence or documentable error in the findings of the city council's decision.*
 - (2) *Reversal of the conviction or judgment on which the ineligibility is based on the conviction or judgment was based on an admission of conduct that was a cause for debarment.*
 - (3) *Bona-fide change in ownership and control of the entity, or other mitigating factors sufficient, in the judgment of the city council, to remove the conditions giving rise to the conduct that led to the ineligibility.*

3. *Penalties:*

- a. *Any vendor obtaining services or hiring a subcontractor on any tier or supplier that has been debarred under this subsection may be subject to one or more of the following:*
- (1) Immediate termination of all city contracts without recourse;*
 - (2) Placement on the list of debarred vendors for at least five (5) years;*
 - (3) Is guilty of a Class IV violation for each day, or part thereof, that the debarred vendor performed work;*
 - (4) Reduction of their contract price by an amount equal to the value of the work performed by a debarred vendor; and*
 - (5) Any city employee willfully violating this subsection or hiring a debarred vendor shall be subject to disciplinary action, up to and including termination.*

12. PROPOSED CHANGE

Proposed Language Addition

- Added this section for increased transparency.
- This subsection provides contractors information on how to protest a bid, should they not agree with the award authorized by the City Council.

1-7-3 (M): Bid Protests:

- 1. Right to Protest: Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City Administrator. The protest shall be submitted in writing within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.*
- 2. Contract Claims: All claims by a contractor against the city relating to a contract shall be submitted in writing to the City Administrator. The contractor may request a conference with the City Administrator on a submitted claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.*
- 3. Authority To Resolve Protests And Contract Claims:*
 - a. Protests: The City Administrator shall have the authority consistent with this code to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.*
 - b. Contract Claims: The City Administrator, after consulting with the City Attorney, shall have the authority to resolve contract claims, subject to the approval of the City Administrator or City Council, as applicable, regarding any settlement that will result in a change order or contract modification pursuant to Subsection 1-7-3(I) of this code.*
- 4. Decision: If a protest brought pursuant to this Section is not resolved by mutual agreement, the City Administrator shall promptly issue a decision in writing. A copy of the decision shall be mailed or otherwise furnished immediately to the protestant or claimant and any other party intervening. The decision shall state the reasons for the action taken.*
- 5. Finality of Decision: A decision under this Section shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the protestant or claimant files a written appeal with the City Administrator.*
- 6. Authority of The City Administrator: The City Administrator shall have the jurisdiction to review and determine any appeal by an aggrieved party from a determination by the City Administrator regarding a protest or contract claim. Such a decision shall be final and conclusive.*

13. PROPOSED CHANGE

Proposed Language Addition

- Added this section for increased transparency.
- Should the State change its procurement code, the City can abide by state law before updating its municipal code.

1-7-3 (N): Inconsistent State Law:

If any provision of this subsection shall conflict with any provision of any statute or public law now or hereafter enacted by the Illinois General Assembly, such statute or public law shall control.

Recommendation

Staff recommends the City Council approve the attached ordinance authorizing the proposed changes to the City Code, Title 1, Chapter 7, Subsection 3: Contracts and Purchases.

Attachments

- Ordinance
- Exhibit A – Amended City Code Title 1 Chapter 7 Section 3: Contracts and Purchases – Red-lined Version

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS, AMENDING THE YORKVILLE CITY CODE, TITLE 1, CHAPTER 7,
SECTION 3: CONTRACTS AND PURCHASES**

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, Title 1, Chapter 7, Section 1-7-3 of the Yorkville City Code, establishes procedures for all purchases and contracts to be accepted by the City; and,

WHEREAS, the Mayor and the City Council (the “*Corporate Authorities*”) have reviewed the procedures for contracts and purchases and have determined that it is in the best interest of the City and its residents to amend Title 1, Chapter 7, Section 1-7-3 of the Yorkville City Code to provide for procurement of all goods and services required by 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. That Section 1-7-3 of the Yorkville City Code, be and is hereby deleted in its entirety and the following added instead:

“1-7-3: PROCUREMENT:

A. PROCUREMENT OBJECTIVES:

1. It is the purpose of this subsection to establish competitive bidding and economical procurement practices, which shall apply to all purchases as herein described.
2. The City Administrator or his or her designee shall be the general purchasing agent of the city. Subject to the terms of this chapter, the City Administrator, or his or her designee shall oversee the purchasing process of all materials, supplies, services, and equipment necessary for the operation of the city.
3. Procurement procedures shall be consistent with any applicable federal, state, and local laws and any contractual obligations with other governmental agencies.

4. The purchasing requirements, as herein established, are to be construed as maximum requirements and do not restrict those authorized to make purchases for the city to go beyond these requirements.
5. The purchasing requirements will not necessarily govern every purchasing situation that may arise. In the event a specific purchase is not covered by these requirements, the purchase shall be made based on these objectives following consultation with the City Administrator or his or her designee.

All purchasing agreements shall provide that payment will be made in compliance with the Local Government Prompt Payment Act (50 ILCS 505/1).

B. PURCHASING REQUIREMENTS:

1. Competitive Bidding - (Invitation to Bid [ITB]) –

The Invitation for Bid (ITB) method is used to initiate a competitive sealed bid procurement. The ITB applies to contracts for construction or repair work and purchase of apparatus, supplies, materials, or equipment of more than twenty-five thousand dollars (\$25,000.00). ITBs should include detailed specifications, the scope of work, contract, and any other legal requirements. These bids are received sealed by a specific date and are opened and read out loud publicly in-person or electronically. The standard for awarding contracts is based on the lowest responsive and responsible bidder, or bidders, based on the bid amount listed. For an ITB, the pricing is the main criteria.

- a. An Invitation To Bid (ITB or bid) shall be issued for contracts under this subsection and shall include specifications and all contractual terms and conditions applicable. Any business submitting a bid or proposal is referenced as a bidder in this code.
 - (1) Bids shall be obtained by publishing a public notice in a newspaper of general circulation, city website, electronic bidding portal, or applicable trade publications.
 - (2) Bids shall be published for at least ten (10) days, excluding Sundays and legal holidays, in advance of the due date announced in the invitation for the public opening.
 - (3) The City Administrator shall designate a means of distribution or determination of information to interested parties using reasonably available methods. Such methods may include publication in newspapers of general circulation, electronic or paper mailing lists, and web sites designated and maintained for such notification. Said notice shall state the place, date, and time of the bid opening.
 - (4) All bids and proposals must be sealed and submitted set forth in the request prior to the date and time stated for the opening of responses.
 - (5) All contracts are to be awarded pursuant to this subsection shall be approved by the city council.
 - (6) No contract shall be assignable or sublet by the successful bidder without the written consent of the City Administrator or his or her designee. In no event shall

a contract or any part thereof be assigned or sublet to a bidder who had been declared not to be a responsible bidder in consideration of bids submitted in response to an invitation for bids for the particular contract.

2. Competitive Proposals (Request for Qualification [RFQ]/Request for Proposal [RFP]) –

The Request for Qualifications (RFQ) method can be used as a pre-qualification stage of the procurement process. Only those proponents who successfully respond to the RFQ and meet the qualification criteria listed within the RFQ will move on in the selection process that will include submitting a cost proposal. The Request for Proposal (RFP) is a process where the strategy, objectives, cost, and other details that will assist with the ability to choose the most qualified vendor are included. The RFP can be used without an RFQ as a bidding technique to obtain cost information, but the pricing is not the main criteria. This two-stage approach can both streamline the solicitation process and assist in gathering information about candidates for future use.

- a. Requests for Proposals shall be considered when determining the following through a Qualifications Based Selection (QBS) process:
 - (1) Whether the contract needs to be other than a fixed-price type;
 - (2) Whether oral or written discussions may need to be conducted with proposers concerning technical and price aspects of their proposals;
 - (3) Whether the award may need to be based upon a comparative evaluation as stated in the Request for Proposals of differing price, quality, and contractual factors in order to determine the most advantageous offering to the city. Quality factors include technical and performance capability and the content of the technical proposal; and
 - (4) Whether the primary consideration in determining award may not be price.
- b. Request for Proposals shall be prepared in accordance with the bid requirements listed in the above subsections 1-7-3(B)(1)(a)1 – 6, and shall also include:
 - (1) A statement that discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for the contract award, but that proposals may be accepted without such discussions;
 - (2) A statement of when and how price should be submitted; and
 - (3) A listing of the criteria by which a proper shall be selected and recommended to the city council may also be included.

3. Informal Purchasing - (Agreements/Contracts/Quotes) –

Another procurement method would be informal purchasing. Informal purchasing is when the threshold of the purchase does not meet the competitive bidding requirements. The city's informal bidding threshold is five thousand dollars (\$5,000.00) to twenty-five thousand dollars (\$25,000.00). This method would include soliciting quotes for goods and services and developing or reviewing service contracts or agreements. Any purchases under five thousand dollars (\$5,000.00) can be purchased with a purchasing card with the Department Head's permission. It is assumed that staff is using their best

judgment when making these purchases about quality and price. Purchases of goods or services in excess of \$25,000.00 require a formal competitive bidding process.

C. ELECTRONIC BID PROCESS:

Electronic Transactions: The City may conduct procurement transactions, including competitive sealed bids, competitive sealed proposals, and informal quotations, by electronic means or in electronic form. The City Administrator shall adopt operational procedures regarding:

1. Appropriate security to prevent unauthorized access to the bidding, approval and award processes;
 - a. Identification;
 - b. Confidentiality; and
 - c. Utilization of digital signatures, where applicable.
2. Electronic Posting: The City may electronically post solicitations, determinations, and other information related to procurement on a centralized internet web site designated by the city for this purpose.
3. Electronic Bid Openings: The city may hold public bid openings electronically with the opportunity for public access and input.
4. Electronic Records: In accordance with the Illinois Electronic Commerce Security Act, 5 Illinois Compiled Statutes 175/1-101 et seq., whenever this Article requires a record to be "written" or "in writing," an electronic record satisfies that requirement.

D. BONDING REQUIREMENTS:

All competitive bidding proposals must be sealed and, in the case of contracts for the construction of municipal buildings or facilities or labor, shall be accompanied by a bid security, performance bond, or labor and materials bond.

1. Bid security in an amount of ten percent (10%) or such other percentage as stated in the conditions of the full amount of the bid in the form of a 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 successful bidder has entered into the contract and furnished the required insurance and any additional bonds. The bid deposit shall become the property of the city if the successful bidder 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.
2. A performance bond, labor, and material bond or other bonds shall be required of the successful bidder at the time of execution of the contract, 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 subcontractors.

A performance bond satisfactory to the city must be executed by a Surety Company authorized to do business in the State of Illinois or otherwise secured in a manner satisfactory to the city in an amount equal to 110% of the contract price specified. The

surety on the bond shall be a company that is licensed by the Department of Insurance, authorizing it to execute surety bonds. The company shall have a financial strength rating of at least "A," as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

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 amount of damages that the city will sustain due to the bidder's failure to furnish the bonds.

E. BID EXEMPTIONS:

Unless prohibited by state or federal law, the following contracts and any other contracts which by their nature are not adapted to award by competitive bidding, shall be exempt from the purchasing requirements in subsection 1-7-3(B):

- a. Purchase contracts, for either labor, materials or both, which by their nature are not adaptable to award by competitive bidding, such as, but not limited to, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for supplies, materials, parts or equipment which are available only from a single source, and contracts for the printing of distributable information.
- b. All purchases of whatever nature, for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies, wherein the city council, by a two-thirds majority affirmative vote of the members of the city council then holding office, waive the requirement of open and competitive bidding, except in such instances where open and competitive bidding are required by the provisions of subsection 8-9-1 of the Illinois Municipal Code.
- c. Any purchases may be exempt from the purchasing requirements in subsection 1-7-3(B) if a two-thirds (2/3) vote of the city council, then holding office is acquired.

F. BIDDING CANCELLATION:

An invitation for bids, a request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation by the City Administrator when in the best interests of the city. Notice of cancellation shall be sent to all persons solicited. The reasons therefor shall be made part of the contract file. Each solicitation issued by the city shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part when in the best interests of the city. The reason(s) for rejection shall be provided upon request by unsuccessful bidders or offerors.

G. COOPERATIVE PROCUREMENT:

1. Authority:

When deemed in the best interest of the city by the City Administrator, supplies, services, or construction may be procured pursuant to a cooperative purchasing agreement in accordance with the Governmental Joint Purchasing Act, 30 Illinois Compiled Statutes 525/1 et seq., as amended.

2. Cooperative Purchasing:

The city may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one or more governmental units in accordance with a formal agreement entered into by the participants. Such cooperative purchasing may include but is not limited to, joint or multi-party contracts between public procurement units and open-ended public procurement unit contracts that are made available to other governmental units.

3. Competition:

All cooperative purchasing conducted under this subsection shall be through contracts awarded through full and open competition, including the use of source selection methods substantially equivalent to those specified in Subsection 1-7-3(B) of this Code.

H. SURPLUS PROPERTY:

1. Real Property:

The city has either (1) adopted an ordinance to sell surplus real estate pursuant to Section 11-76-4.2 of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et. seq. (the "Illinois Municipal Code") and has received no bid; or, (2) adopted a resolution to sell surplus real estate under Section 11-76-4.1 of the Illinois Municipal Code and has received no acceptable offer within six (6) months after the adoption of the resolution, then that parcel of surplus real estate may be sold in the following manner.

If the city has an unemployment rate higher than the national average for at least one (1) month during the six (6) months preceding an ordinance adopted to sell surplus real estate and the city has not received an acceptable offer within six (6) months of the date of the resolution authorizing the sale, then the City Council may, by resolution, authorize the sale of surplus public real estate in any of the following manners:

- a. by the staff of the municipality;
- b. by listing with local licensed real estate agencies; or
- c. by public auction.

The terms of the sale, the compensation of the agent, if any, the time and the place of the auction, if applicable, a legal description of the property and its size, use and zoning shall be included in the resolution. The resolution shall be published once each week for three (3) successive weeks in a daily or weekly newspaper published in the municipality or, if none, in

a newspaper published in the county in which the municipality is located. No sale may be conducted until at least thirty (30) days after the first publication. The corporate authorities may accept any offer or bid determined by them to be in the best interest of the municipality by a vote of three-fourths (3/4) of the corporate authorities then holding office.

2. Personal Property:

Pursuant to Section 11-76-4 of the Illinois Municipal Code, whenever the city owns any personal property which is no longer necessary or useful to or in the best interests of the city to retain with a residual value of less than \$5,000, the City Administrator is authorized to sell or dispose of such property by any method the City Administrator deems to be in the best interests of the city, including not limited to:

- a. Competitive sealed bidding;
- b. Donation;
- c. Recycling Company;
- d. Public auction;
- e. Trade-in, when the City Administrator or his or her designee determines the trade-in value is expected to exceed the value estimated to be obtained through the sale of such supplies; or
- f. Disposal, when the City Administrator or his or her designee determines that surplus supplies have no resale value, or that the cost of transportation, storage, and sale of said supplies will exceed the anticipated sale value.

Any personal property which has a residual value in excess of \$5,000 shall be sold or disposed of pursuant to any one of the methods set forth above as recommended by the City Administrator and approved by the City Council.

The surplus property shall not be made available to any elected or appointed official or employee of the city, unless through a public auction or competitive sealed bidding process.

I. CHANGE ORDERS:

1. After a contract is awarded pursuant to the purchasing requirements in subsection 1-7-3(B), additional purchases or modifications may be made under the contract, or the terms of the contract may be extended without rebidding the materials, supplies, services or equipment involved.
2. All change orders are required to be approved by the city council should the original contract amount be exceeded by \$25,000 or increase the total contract amount to exceed \$25,000.

J. SPENDING LIMITS:

Department heads of the city, or their assignees, in the performance of their respective duties on behalf of the city, shall be empowered to authorize the ordering or purchase of budgeted

materials, fixtures, equipment, services and supplies as may be deemed essential in the normal, day to day operations.

The department head is responsible for determining if an item is budgeted, if adequate funds are available and if proper purchasing procedures have been followed.

K. SIGNING OF CONTRACTS:

1. All contracts must be executed by the City Administrator or his or her designee if the contract amount is less than \$25,000.00.
2. If the contract is \$25,000.00 or more, then the mayor or his or her designee must sign the contract with the approval of the city council.

L. INELIGIBLE CONTRACTORS OR VENDORS:

1. The city council may debar a vendor, subcontractor, or supplier for:
 - a. Conviction of, or civil judgment for:
 - (1) Commission or attempted commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public contract or subcontract;
 - (2) Violation or attempted violation of federal or state statutes, or any other legally applicable law, regulation, or rule relating to the submission of bids, proposals, or claims;
 - (3) Commission or attempted commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; or
 - (4) Commission or attempted commission of any other offense or engaging in or attempting to engage in conduct indicating a lack of truthfulness, integrity, or honesty, which affects the responsibility of the vendor.
 - b. Violation of the terms of a city ordinance or city contract or subcontract so severe as to justify debarment including, but not limited to:
 - (1) Willful failure to perform in accordance with the terms of one or more contracts or subcontracts, including the hiring of subcontractors or suppliers debarred under this subsection;
 - (2) A history of failure to perform one or more contracts or subcontracts;
 - (3) A history of unsatisfactory performance of one or more contracts or subcontracts; or
 - (4) A history of failure to meet equal employment opportunity obligations, or prevailing wage obligations, or any other contracting or subcontracting obligation imposed by this code or any other law.
 - c. Making, attempting, or causing any false, deceptive, or fraudulent material statement in any bid, proposal, or application for city or any government work or in the performance of any such contract for the city or a government agency, or application for any permit or license.

- d. Refusal to cooperate with reasonable requests of city inspectors, representatives, or other appropriate city personnel with respect to work under contract provisions, plans, or specifications, or otherwise, pursuant to the duties of that city personnel.
 - e. Founding, establishing or operating an entity in a manner designed to evade the application or defeat the purpose of these rules or any provision of this code, rule or regulation, the statutes, rules or regulations of the State of Illinois, or any federal statute, rule or regulation, or any other legally applicable law, regulation, or rule;
 - f. Improper conduct, including, but not limited to, the commission or attempted commission of:
 - (1) Intentional or negligent billing irregularities;
 - (2) Submitting false or frivolous or exaggerated claims, documents, or records;
 - (3) Falsification of claims, documents, or records;
 - (4) Willful or grossly negligent destruction of documents or records the vendor had an obligation to maintain;
 - (5) Bribery or coercion of a government official, or other unlawful tampering with a government official;
 - (6) Use of false or deceptive statements to obtain some benefit, or causing competition to be restrained or limited;
 - (7) Misrepresentation to any governmental agency or government official;
 - (8) Violation of ethical standards established by the city, or other dishonesty incident to obtaining, prequalifying for, or performing any contract or modification thereof;
 - (9) Failing to pay, after a reasonable period of time, any judgment or other adjudicated debt owed to the city after a request for payment; or
 - (10) Failing to defend, indemnify, or hold harmless the city pursuant to a contractual obligation after having received a request to do so.
 - g. Any other cause of so serious or compelling a nature that it affects the responsibility of the vendor.
 - h. Debarment, disqualification, or suspension by any other government agency for any reason.
 - i. Disqualification or rejection of a bid from a vendor or contractor on three (3) or more occasions within a three (3) year period.
2. Effect of Debarment:
- a. Notwithstanding the debarment of a contractor, the city may continue contracts or subcontracts in existence at the time the contractor was debarred unless the mayor directs otherwise.
 - b. Debarred contractors are further prohibited from performing work as a contractor, subcontractor or materialman on any tier on city contracts. The city shall not accept or enter into any contract where a debarred contractor is proposed to perform the work.
 - c. The debarment may be canceled prospectively, or the duration and scope may be reduced or waived by the mayor, upon the written application of the debarred individual or entity, supported by documentation, for any of the following reasons:
 - (1) Newly discovered material evidence or documentable error in the findings of the city council's decision.

- (2) Reversal of the conviction or judgment on which the ineligibility is based on the conviction or judgment was based on an admission of conduct that was a cause for debarment.
 - (3) Bona-fide change in ownership and control of the entity, or other mitigating factors sufficient, in the judgment of the city council, to remove the conditions giving rise to the conduct that led to the ineligibility.
3. Penalties:
 - a. Any vendor obtaining services or hiring a subcontractor on any tier or supplier that has been debarred under this subsection may be subject to one or more of the following:
 - (1) Immediate termination of all city contracts without recourse;
 - (2) Placement on the list of debarred vendors for at least five (5) years;
 - (3) Is guilty of a Class IV violation for each day, or part thereof, that the debarred vendor performed work;
 - (4) Reduction of their contract price by an amount equal to the value of the work performed by a debarred vendor; and
 - (5) Any city employee willfully violating this subsection or hiring a debarred vendor shall be subject to disciplinary action, up to and including termination.

M. BID PROTESTS:

1. Right to Protest: Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City Administrator. The protest shall be submitted in writing within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.
2. Contract Claims: All claims by a contractor against the city relating to a contract shall be submitted in writing to the City Administrator. The contractor may request a conference with the City Administrator on a submitted claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
3. Authority To Resolve Protests And Contract Claims:
 - a. Protests: The City Administrator shall have the authority consistent with this code to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
 - b. Contract Claims: The City Administrator, after consulting with the City Attorney, shall have the authority to resolve contract claims, subject to the approval of the City Administrator or City Council, as applicable, regarding any settlement that will result in a change order or contract modification pursuant to Subsection 1-7-3(I) of this code.
4. Decision: If a protest brought pursuant to this Section is not resolved by mutual agreement, the City Administrator shall promptly issue a decision in writing. A copy of the decision shall be mailed or otherwise furnished immediately to the protestant or

claimant and any other party intervening. The decision shall state the reasons for the action taken.

5. Finality of Decision: A decision under this Section shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the protestant or claimant files a written appeal with the City Administrator.
6. Authority of The City Administrator: The City Administrator shall have the jurisdiction to review and determine any appeal by an aggrieved party from a determination by the City Administrator regarding a protest or contract claim. Such a decision shall be final and conclusive.

N. INCONSISTENT STATE LAW:

If any provision of this subsection shall conflict with any provision of any statute or public law now or hereafter enacted by the Illinois General Assembly, such statute or public law shall control.”

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois
this ____ day of _____, A.D. 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, Kendall County, Illinois
this ____ day of _____, A.D. 2020.

MAYOR

Attest:

CITY CLERK

EXHIBIT A:

CHAPTER 7 MUNICIPAL FINANCES

1-7-1: BUDGET AND BUDGET OFFICER:

1-7-2: TAX LEVY:

1-7-3: ~~CONTRACTS AND PURCHASES~~PROCUREMENT:

1-7-4: PUBLIC BENEFIT TAX AND FUND:

1-7-5: WATER TOWER CONSTRUCTION ACCOUNT:

1-7-6: WAGE RATES FOR PUBLIC WORKS EMPLOYEES:

1-7-7: DISCLOSURE OF PUBLIC RECORDS; FEES:

1-7-8: DEVELOPMENT FEES FOR EXTENDING MUNICIPAL SERVICES:

1-7-9: ANNEXATION AND ZONING FEES:

1-7-10: DIRECTOR OF FINANCE:

1-7-11: VOLUNTARY PAYMENT:

1-7-3: ~~CONTRACTS AND PURCHASES~~PROCUREMENT:

A. PROCUREMENT Definitions: The expression "lowest responsible bidder", as used in this section and in the City's bidding documents, shall be deemed to mean the lowest bidder whose offer best represents in quality, fitness and capacity the requirements of the proposed work or usage.OBJECTIVES:

1. It is the purpose of this subsection to establish competitive bidding and economical procurement practices, which shall apply to all purchases as herein described.
2. The City Administrator or his or her designee shall be the general purchasing agent of the city. Subject to the terms of this chapter, the City Administrator, or his or her designee shall oversee the purchasing process of all materials, supplies, services, and equipment necessary for the operation of the city.
3. Procurement procedures shall be consistent with any applicable federal, state, and local laws and any contractual obligations with other governmental agencies.
4. The purchasing requirements, as herein established, are to be construed as maximum requirements and do not restrict those authorized to make purchases for the city to go beyond these requirements.
5. The purchasing requirements will not necessarily govern every purchasing situation that may arise. In the event a specific purchase is not covered by these requirements, the purchase shall be made based on these objectives following consultation with the City Administrator or his or her designee.

All purchasing agreements shall provide that payment will be made in compliance with the Local Government Prompt Payment Act (50 ILCS 505/1).

~~A. Bids For All Contracts For Services Of Materials Over Twenty Five Thousand Dollars:~~

1. ~~Advertising For Bids: Except as otherwise provided herein, all contracts of whatever nature for labor, services or work, and for the purchase or lease of materials or supplies involving amounts in excess of twenty five thousand dollars (\$25,000.00) made by or on behalf of the City shall be let to the lowest responsible bidder following notice as required in the following subsections:~~

- a. ~~Notice shall be published in a newspaper of general circulation throughout the City at least once which publication shall be at least fifteen (15) days prior to the time designated for opening bids. The notice shall include a general description of the article or service desired, shall state the time, date and place of bid opening, and shall designate where bidding documents may be obtained.~~
- b. ~~All purchases or contracts to be let shall be noticed by posting on the public bulletin board in the City Hall.~~

2. ~~Bidding Procedures:~~

- 1. ~~Bidder's Security: All bids must be sealed and, in the case of contracts for construction of Municipal buildings or facilities or for labor, shall be accompanied by security, either cash, cashier's check, certified check or surety bond, in a sum equal to ten percent (10%) of the total aggregate of the bid. The successful bidder shall forfeit his bid security upon such bidder's failure or refusal to execute the contract within the time designated in the bid documents. The City Council, in such event, may award the contract to the new lowest responsible bidder.~~
- 2. ~~Other Bond Requirements: A faithful performance bond, labor and material bond and other bonds may be required by the City Council in amounts reasonably necessary to protect the City's interests in obtaining the services or work involved. If bonds are required, the form and amount thereof shall be designated in the notice inviting bids.~~
- 3. ~~Bid Opening Procedures: All bids shall be submitted to the City Clerk, who shall safeguard them in a sealed condition until the time noticed for public bid opening. At the time and place stated in the public notices, the City Clerk or designee shall publicly open all bids. The tabulation of all bids or copies of bids received shall be available for public inspection in the Clerk's Office for a period of not less than thirteen (13) days after the bid opening.~~
- 4. ~~Award Of Contracts:~~
 - i. ~~Lowest Responsible Bidder: The City Council may make an award of contract to the lowest responsible bidder. If considered to be in the best interest of the City, selected portions of the lowest responsible bid may be accepted and award made accordingly. In the alternative, the City Council may either reject all bids and readvertise or authorize the City itself to~~

perform the work and directly acquire the items desired in accordance with the immediately following provision:

- ii. ~~Direct Method: After bids are rejected or if no bids are received, the City Council, by resolution and act of majority vote of the Council, including the Mayor, may authorize the work done by City personnel and equipment or may authorize the purchase of the material and equipment for services involved on the open market without complying with the requirements of this section, provided that the City Council reserves competent information or data that the City itself is capable of completing the project involved in a more satisfactory or economical manner or that the materials, equipment or services may be purchased more economically on the open market.~~

B. Tie Bids: If two (2) or more bids are received which are in all respects equal, the contract shall be awarded to the bidder maintaining a place of business in the City. However, if all or none of said bidders maintain a place of business in the City, then the contract shall be awarded by drawing lots.~~PURCHASING REQUIREMENTS:~~

1. Competitive Bidding - (Invitation to Bid [ITB]) –

The Invitation for Bid (ITB) method is used to initiate a competitive sealed bid procurement. The ITB applies to contracts for construction or repair work and purchase of apparatus, supplies, materials, or equipment of more than twenty-five thousand dollars (\$25,000.00). ITBs should include detailed specifications, the scope of work, contract, and any other legal requirements. These bids are received sealed by a specific date and are opened and read out loud publicly in-person or electronically. The standard for awarding contracts is based on the lowest responsive and responsible bidder, or bidders, based on the bid amount listed. For an ITB, the pricing is the main criteria.

- a. An Invitation To Bid (ITB or bid) shall be issued for contracts under this subsection and shall include specifications and all contractual terms and conditions applicable. Any business submitting a bid or proposal is referenced as a bidder in this code.
 - (1) Bids shall be obtained by publishing a public notice in a newspaper of general circulation, city website, electronic bidding portal, or applicable trade publications.
 - (2) Bids shall be published for at least ten (10) days, excluding Sundays and legal holidays, in advance of the due date announced in the invitation for the public opening.
 - (3) The City Administrator shall designate a means of distribution or determination of information to interested parties using reasonably available methods. Such methods may include publication in newspapers of general circulation, electronic or paper mailing lists, and web sites designated and maintained for such notification. Said notice shall state the place, date, and time of the bid opening.
 - (4) All bids and proposals must be sealed and submitted set forth in the request prior to the date and time stated for the opening of responses.

- (5) All contracts are to be awarded pursuant to this subsection shall be approved by the city council.
- (6) No contract shall be assignable or sublet by the successful bidder without the written consent of the City Administrator or his or her designee. In no event shall a contract or any part thereof be assigned or sublet to a bidder who had been declared not to be a responsible bidder in consideration of bids submitted in response to an invitation for bids for the particular contract.

2. Competitive Proposals (Request for Qualification [RFQ]/Request for Proposal [RFP]) –

The Request for Qualifications (RFQ) method can be used as a pre-qualification stage of the procurement process. Only those proponents who successfully respond to the RFQ and meet the qualification criteria listed within the RFQ will move on in the selection process that will include submitting a cost proposal. The Request for Proposal(RFP) is a process where the strategy, objectives, cost, and other details that will assist with the ability to choose the most qualified vendor are included. The RFP can be used without an RFQ as a bidding technique to obtain cost information, but the pricing is not the main criteria. This two-stage approach can both streamline the solicitation process and assist in gathering information about candidates for future use.

a. Requests for Proposals shall be considered when determining the following through a Qualifications Based Selection (QBS) process:

- (1) Whether the contract needs to be other than a fixed-price type;
- (2) Whether oral or written discussions may need to be conducted with proposers concerning technical and price aspects of their proposals;
- (3) Whether the award may need to be based upon a comparative evaluation as stated in the Request for Proposals of differing price, quality, and contractual factors in order to determine the most advantageous offering to the city. Quality factors include technical and performance capability and the content of the technical proposal; and
- (4) Whether the primary consideration in determining award may not be price.

b. Request for Proposals shall be prepared in accordance with the bid requirements listed in the above subsections 1-7-3(B)(1)(a)1 – 6, and shall also include:

- (1) A statement that discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for the contract award, but that proposals may be accepted without such discussions;
- (2) A statement of when and how price should be submitted; and
- (3) A listing of the criteria by which a proper shall be selected and recommended to the city council may also be included.

3. Informal Purchasing - (Agreements/Contracts/Quotes) –

Another procurement method would be informal purchasing. Informal purchasing is when the threshold of the purchase does not meet the competitive bidding requirements. The city's informal bidding threshold is five thousand dollars (\$5,000.00) to twenty-five thousand dollars (\$25,000.00). This method would include soliciting quotes for goods

and services and developing or reviewing service contracts or agreements. Any purchases under five thousand dollars (\$5,000.00) can be purchased with a purchasing card with the Department Head's permission. It is assumed that staff is using their best judgment when making these purchases about quality and price. Purchases of goods or services in excess of \$25,000.00 require a formal competitive bidding process.

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4. Electronic Records: In accordance with the Illinois Electronic Commerce Security Act, 5 Illinois Compiled Statutes 175/1-101 et seq., whenever this Article requires a record to be "written" or "in writing," an electronic record satisfies that requirement.

D. BONDING REQUIREMENTS:

All competitive bidding proposals must be sealed and, in the case of contracts for the construction of municipal buildings or facilities or labor, shall be accompanied by a bid security, performance bond, or labor and materials bond.

1. Bid security in an amount of ten percent (10%) or such other percentage as stated in the conditions of the full amount of the bid in the form of a 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 successful bidder has entered into the contract and furnished the required insurance and any additional bonds. The bid deposit shall become the property of the city if the successful bidder 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.
2. A performance bond, labor, and material bond or other bonds shall be required of the successful bidder at the time of execution of the contract, 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 subcontractors.

A performance bond satisfactory to the city must be executed by a Surety Company authorized to do business in the State of Illinois or otherwise secured in a manner satisfactory to the city in an amount equal to 110% of the contract price specified. The surety on the bond shall be a company that is licensed by the Department of Insurance, authorizing it to execute surety bonds. The company shall have a financial strength rating of at least "A," as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

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 amount of damages that the city will sustain due to the bidder's failure to furnish the bonds.

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3. Exemptions From Bidding Requirements:

- a. Notwithstanding any provisions of this section to the contrary, the competitive bidding procedures and requirements may be dispensed within any of the following instances:
 - i. When a commodity being purchased is standardized in a manner to be compatible with equipment or articles in existing City use and in order to obtain more function or economic use from such existing equipment or articles, together with such commodity.
 - ii. When in public session, the City Council has received competent information, data and sworn testimony supporting the facts that the product or service desired is provided only by one person or firm.
 - iii. The City Council may authorize the purchase of materials, supplies, equipment and services or may order work performed by the City upon a finding of support by competent information or data that such purchase or work is urgent and immediately necessary for the preservation of life, health and property. The term "urgent and immediately" as used herein shall be deemed to mean threatening to happen at once, such as an impending danger or calamity.
 - iv. When an agreement involves acquisition of services, equipment or any agreement entered into with another governmental entity.
 - v. The City may award a renewal or extension of an existing contract or agreement with any supplier or vendor of services, equipment, materials or work performed by or on behalf of the City in the event that the City is satisfied with the past performance of the entity providing said service, equipment or work. In the event the City Council wishes to make a renewal or extension of an existing agreement with the City, no

~~competitive bidding shall be required by the City Council by a vote of the majority of the Aldermen then holding office. Nothing contained herein shall be interpreted to restrict the power of the City to amend the terms of any existing agreement upon renewal or extension thereof so long as the City Council passes a resolution approving the terms of any amendment or modification of an existing agreement.~~

~~E. The City may award any contract or approve any purchase of materials without advertising for bids if authorized by two-thirds (2/3) of the Aldermen then holding office.~~BID EXEMPTIONS:

Unless prohibited by state or federal law, the following contracts and any other contracts which by their nature are not adapted to award by competitive bidding, shall be exempt from the purchasing requirements in subsection 1-7-3(B):

1. Purchase contracts, for either labor, materials or both, which by their nature are not adaptable to award by competitive bidding, such as, but not limited to, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for supplies, materials, parts or equipment which are available only from a single source, and contracts for the printing of distributable information.
2. All purchases of whatever nature, for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies, wherein the city council, by a two-thirds majority affirmative vote of the members of the city council then holding office, waive the requirement of open and competitive bidding, except in such instances where open and competitive bidding are required by the provisions of subsection 8-9-1 of the Illinois Municipal Code.
3. Any purchases may be exempt from the purchasing requirements in subsection 1-7-3(B) if a two-thirds (2/3) vote of the city council, then holding office is acquired.

F. BIDDING CANCELLATION:

An invitation for bids, a request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation by the City Administrator when in the best interests of the city. Notice of cancellation shall be sent to all persons solicited. The reasons therefor shall be made part of the contract file. Each solicitation issued by the city shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part when in the best interests of the city. The reason(s) for rejection shall be provided upon request by unsuccessful bidders or offerors.

A.G. COOPERATIVE PROCUREMENT:

1. Authority:

When deemed in the best interest of the city by the ~~city administrator~~ **City Administrator**, supplies, services, or construction may be procured pursuant to a cooperative purchasing agreement in accordance ~~to with~~ the Governmental Joint Purchasing Act, 30 Illinois Compiled Statutes 525/1 et seq., as amended.

2. Cooperative Purchasing:

The city may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one or more governmental units in accordance with a formal agreement entered into by the participants. Such cooperative purchasing may include but is not limited to, joint or multi-party contracts between public procurement units and open-ended public procurement unit contracts that are made available to other governmental units.

3. Competition:

All cooperative purchasing conducted under this subsection shall be through contracts awarded through full and open competition, including the use of source selection methods substantially equivalent to those specified in Subsection 1-7-3(B) of this Code.

B.H. SURPLUS PROPERTY:

1. Real Property:

~~In the~~ **City-city** has either (1) adopted an ordinance to sell surplus real estate ~~pursuant to~~ Section 11-76-4.2 of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et. seq. ~~(the "Illinois Municipal Code")~~ and has received no bid; or, (2) adopted a resolution to sell surplus real estate under Section 11-76-4.1 of the Illinois Municipal Code and has received no acceptable offer within six (6) months after the adoption of the resolution, then that parcel of surplus real estate may be sold in the following manner.

If the **City-city** has an unemployment rate higher than the national average for at least one (1) month during the six (6) months preceding an ordinance adopted to sell surplus real estate and the **City-city** has not received an acceptable offer within six (6) months of the date of the resolution authorizing the sale, then the City Council may, by resolution, authorize the sale of surplus public real estate in any of the following manners:

- a. by the staff of the municipality;
- b. by listing with local licensed real estate agencies; or
- c. by public auction.

The terms of the sale, the compensation of the agent, if any, the time and the place of the auction, if applicable, a legal description of the property and its size, use and zoning shall be included in the resolution. The resolution shall be published once each week for three (3) successive weeks in a daily or weekly newspaper published in the municipality or, if none, in a newspaper published in the county in which the municipality is located. No sale may be conducted until at least thirty (30) days after the first publication. The corporate authorities

may accept any offer or bid determined by them to be in the best interest of the municipality by a vote of three-fourths (3/4) of the corporate authorities then holding office.

2. Personal Property:

Pursuant to Section 11-76-4 of the Illinois Municipal Code, whenever the ~~City-city~~ owns any personal property which is no longer necessary or useful to or in the best interests of the ~~City-city~~ to retain with a residual value of less than \$5,000, the City Administrator is authorized to sell or dispose of such property by any method the City Administrator deems to be in the best interests of the ~~City-city~~, including not limited to:

- a. Competitive sealed bidding;
- b. Donation;
- c. Recycling Company;
- d. Public auction;
- e. Trade-in, when the City Administrator or his or her designee determines the trade-in value is expected to exceed the value estimated to be obtained through the sale of such supplies; or
- f. Disposal, when the City Administrator or his or her designee determines that surplus supplies have no resale value, or that the cost of transportation, storage, and sale of said supplies will exceed the anticipated sale value.

Any personal property which has a residual value in excess of \$5,000 shall be sold or disposed of pursuant to any one of the methods set forth above as recommended by the City Administrator and approved by the City Council.

~~Surplus-~~The surplus property shall not be made available to any elected or appointed official or employee of the ~~City-city~~, unless through a public auction or competitive sealed bidding process.

I. CHANGE ORDERS:

1. After a contract is awarded pursuant to the purchasing requirements in subsection 1-7-3(B), additional purchases or modifications may be made under the contract, or the terms of the contract may be extended without rebidding the materials, supplies, services or equipment involved.
2. All change orders are required to be approved by the city council should the original contract amount be exceeded by \$10,000.

J. SPENDING LIMITS:

Department heads of the city, or their assignees, in the performance of their respective duties on behalf of the city, shall be empowered to authorize the ordering or purchase of budgeted materials, fixtures, equipment, services and supplies as may be deemed essential in the normal, day to day operations.

The department head is responsible for determining if an item is budgeted, if adequate funds are available and if proper purchasing procedures have been followed.

K. SIGNING OF CONTRACTS:

1. All contracts must be executed by the City Administrator or his or her designee if the contract amount is less than \$25,000.00.
2. If the contract is \$25,000.00 or more, then the mayor or his or her designee must sign the contract with the approval of the city council.

L. INELIGIBLE CONTRACTORS OR VENDORS:

1. The city council may debar a vendor, subcontractor, or supplier for:
 - a. Conviction of, or civil judgment for:
 - (1) Commission or attempted commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public contract or subcontract;
 - (2) Violation or attempted violation of federal or state statutes, or any other legally applicable law, regulation, or rule relating to the submission of bids, proposals, or claims;
 - (3) Commission or attempted commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; or
 - (4) Commission or attempted commission of any other offense or engaging in or attempting to engage in conduct indicating a lack of truthfulness, integrity, or honesty, which affects the responsibility of the vendor.
 - b. Violation of the terms of a city ordinance or city contract or subcontract so severe as to justify debarment including, but not limited to:
 - (1) Willful failure to perform in accordance with the terms of one or more contracts or subcontracts, including the hiring of subcontractors or suppliers debarred under this subsection;
 - (2) A history of failure to perform one or more contracts or subcontracts;
 - (3) A history of unsatisfactory performance of one or more contracts or subcontracts;
 - or
 - (4) A history of failure to meet equal employment opportunity obligations, or prevailing wage obligations, or any other contracting or subcontracting obligation imposed by this code or any other law.
 - c. Making, attempting, or causing any false, deceptive, or fraudulent material statement in any bid, proposal, or application for city or any government work or in the performance of any such contract for the city or a government agency, or application for any permit or license.
 - d. Refusal to cooperate with reasonable requests of city inspectors, representatives, or other appropriate city personnel with respect to work under contract provisions, plans, or specifications, or otherwise, pursuant to the duties of that city personnel.

- e. Founding, establishing or operating an entity in a manner designed to evade the application or defeat the purpose of these rules or any provision of this code, rule or regulation, the statutes, rules or regulations of the State of Illinois, or any federal statute, rule or regulation, or any other legally applicable law, regulation, or rule;
- f. Improper conduct, including, but not limited to, the commission or attempted commission of:
 - (1) Intentional or negligent billing irregularities;
 - (2) Submitting false or frivolous or exaggerated claims, documents, or records;
 - (3) Falsification of claims, documents, or records;
 - (4) Willful or grossly negligent destruction of documents or records the vendor had an obligation to maintain;
 - (5) Bribery or coercion of a government official, or other unlawful tampering with a government official;
 - (6) Use of false or deceptive statements to obtain some benefit, or causing competition to be restrained or limited;
 - (7) Misrepresentation to any governmental agency or government official;
 - (8) Violation of ethical standards established by the city, or other dishonesty incident to obtaining, prequalifying for, or performing any contract or modification thereof;
 - (9) Failing to pay, after a reasonable period of time, any judgment or other adjudicated debt owed to the city after a request for payment; or
 - (10) Failing to defend, indemnify, or hold harmless the city pursuant to a contractual obligation after having received a request to do so.
- g. Any other cause of so serious or compelling a nature that it affects the responsibility of the vendor.
- h. Debarment, disqualification, or suspension by any other government agency for any reason.
- i. Disqualification or rejection of a bid from a vendor or contractor on three (3) or more occasions within a three (3) year period.

2. Effect of Debarment:

- a. Notwithstanding the debarment of a contractor, the city may continue contracts or subcontracts in existence at the time the contractor was debarred unless the mayor directs otherwise.
- b. Debarred contractors are further prohibited from performing work as a contractor, subcontractor or materialman on any tier on city contracts. The city shall not accept or enter into any contract where a debarred contractor is proposed to perform the work.
- c. The debarment may be canceled prospectively, or the duration and scope may be reduced or waived by the mayor, upon the written application of the debarred individual or entity, supported by documentation, for any of the following reasons:
 - (1) Newly discovered material evidence or documentable error in the findings of the city council's decision.
 - (2) Reversal of the conviction or judgment on which the ineligibility is based on the conviction or judgment was based on an admission of conduct that was a cause for debarment.

(3) Bona-fide change in ownership and control of the entity, or other mitigating factors sufficient, in the judgment of the city council, to remove the conditions giving rise to the conduct that led to the ineligibility.

3. Penalties:

- a. Any vendor obtaining services or hiring a subcontractor on any tier or supplier that has been debarred under this subsection may be subject to one or more of the following:
 - (1) Immediate termination of all city contracts without recourse;
 - (2) Placement on the list of debarred vendors for at least five (5) years;
 - (3) Is guilty of a Class IV violation for each day, or part thereof, that the debarred vendor performed work;
 - (4) Reduction of their contract price by an amount equal to the value of the work performed by a debarred vendor; and
 - (5) Any city employee willfully violating this subsection or hiring a debarred vendor shall be subject to disciplinary action, up to and including termination.

M. BID PROTESTS:

- 1. Right to Protest: Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City Administrator. The protest shall be submitted in writing within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.
- 2. Contract Claims: All claims by a contractor against the city relating to a contract shall be submitted in writing to the City Administrator. The contractor may request a conference with the City Administrator on a submitted claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- 3. Authority To Resolve Protests And Contract Claims:
 - a. Protests: The City Administrator shall have the authority consistent with this code to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
 - b. Contract Claims: The City Administrator, after consulting with the City Attorney, shall have the authority to resolve contract claims, subject to the approval of the City Administrator or City Council, as applicable, regarding any settlement that will result in a change order or contract modification pursuant to Subsection 1-7-3(I) of this code.
- 4. Decision: If a protest brought pursuant to this Section is not resolved by mutual agreement, the City Administrator shall promptly issue a decision in writing. A copy of the decision shall be mailed or otherwise furnished immediately to the protestant or claimant and any other party intervening. The decision shall state the reasons for the action taken.

5. Finality of Decision: A decision under this Section shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the protestant or claimant files a written appeal with the City Administrator.

6. Authority of The City Administrator: The City Administrator shall have the jurisdiction to review and determine any appeal by an aggrieved party from a determination by the City Administrator regarding a protest or contract claim. Such a decision shall be final and conclusive.

N. INCONSISTENT STATE LAW:

If any provision of this subsection shall conflict with any provision of any statute or public law now or hereafter enacted by the Illinois General Assembly, such statute or public law shall control.



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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2020-55

Agenda Item Summary Memo

Title: FY 21 Budget Update and Approval to Purchase a Lawn Mower for the Parks & Rec Department

Meeting and Date: City Council – July 28, 2020

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: Administration Committee
From: Bart Olson, City Administrator
Rob Fredrickson, Finance Director
Date: July 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

The City Council last discussed the FY 21 budget memo at the July 14th City Council meeting. 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
 - b. May 7, 2020 Update – Wednesday's unemployment filing report from the federal government showed another ~3.2m in unemployment claims and around 33 million claims during the pandemic. The April jobs report is expected to be released the morning of Friday, May 8th, and is expected to show the worst job losses in any one month in American history and an unemployment rate of ~15%. As a comparison, the worst unemployment rate during the Great Recession was around 10%, when 7.5 million jobs were lost over the course of a year and a half, and the worst unemployment rate estimate during the Great Depression was 25%.
 - c. June 10, 2020 Update – Originally the BLS reported that after declining by 20.7 million in April, non-farm payrolls increased by 2.5 million in May, causing unemployment to fall from 14.7% to 13.3%. Initially this report was viewed positively, as most economists had forecasted the national unemployment rate to rise to 19% by the end of May. However, the BLS later disclosed that the jobs report contained a misclassification error, that not only affected May, but April and March as well. Revised projections put April unemployment at 19.7%, falling to around 16% in May. Moreover, the Federal Reserve continues to anticipate a slow economic recovery, predicting unemployment to

be at 9.3% at the end of 2020, followed by a further decline to 6.5% by the end of 2021 (unemployment was 3.5% at the end of 2019).

- d. **July 23, 2020 Update** – After adding 2.7 million jobs in May, employers added a record 4.8 million jobs in June, as the national unemployment rate dipped to 11.1%. Closer to home, the state unemployment rate continues to track above the national rate at 14.6%; down from its peak of 17.2% in April.
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.
 - b. May 7, 2020 Update – IML released its LGDF estimates this week, anticipating a 15% decline over FY 20 actuals. Based on the GOMB estimate of around a 7% decrease from my April 23rd update above, this is a further loss of around \$160,000 in the general fund. A spreadsheet of City budget comparisons to the IML estimate is attached to this memo.
 - c. May 21, 2020 Update – May’s allotment of income tax came in at \$191,781 – 50% less than the last May’s allotment of \$381,988. However, this is a bit skewed, as last May’s allotment was unusually high due to the timing of receipts by the State. Historically May income tax proceeds have been around \$260,000; which would put the current years decrease at ~26%, which is slightly better than management’s expectations for May of a 29% reduction. Assuming a similar decrease in proceeds for the June allotment, income taxes would finish FY 20 around \$1.836M (6.6% decrease from FY 19 amounts); which is ~\$70,000 less than management’s assumption of \$1.905M based upon IML projections.
 - d. June 10, 2020 Update – June’s allotment of income tax came in at \$118,791, which is essentially even with last June’s allotment of \$119,293. Income tax receipts will finish FY 20 at approximately \$1.87M, which is a 5% decrease in comparison to last year; but \$34,000 better than what was projected last month. The City had been estimating a per capita income tax revenue of \$85, based on GOMB estimates and early IML income tax narratives for FY 21, but these most recent figures have caused IML to issue a FY 21 per capita estimate of \$97. If \$97 per capita comes to fruition in FY 21, that would match the FY 20 actual figures (i.e. revenues are flat). Finally, it appears that the income tax payment extensions have had minimal impact on income tax revenues.
 - e. **July 23, 2020 Update** – July’s income tax proceeds totaled \$188,635, which is about 6% higher than the prior year’s allotment of \$178,400. Thus far income tax proceeds have continued to defy earlier GOMB estimates, which were anticipating a ~7% decline for FY 21. As mentioned last month, the IML currently has income tax pegged at \$97 per capita. Assuming this prediction holds, the City’s income tax would total around \$1.85M

for FY 21, which would be similar to FY 20 totals, but approximately \$50,000 under FY 21 budget amounts.

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.
 - a. May 7, 2020 Update – The March state sales tax report was released on May 7, 2020. This March report covers February consumer sales, which were generally pre-pandemic but this is the first period where bars and restaurants could defer their payment of sales taxes to the state. The February consumer sales were much higher than the City expected, even in a normal budget. The February 2020 consumer sales tax amounts were 9% higher than the February 2019 consumer sales tax amounts. We have not been able to verify this theory with business-level sales tax data, but it appears almost no businesses chose to defer their sales tax payments to the state.
 - b. June 10, 2020 Update - The April state sales tax report was released on June 4, 2020. This April report covered March consumer sales, which was the first month impacted by the pandemic, as the Governor's shelter in place order went into effect on March 20th. Despite the temporary closure of all businesses deemed "non-essential" and the suspension of dining room service for restaurants, sales tax proceeds came in slightly higher than last year (\$255,881 for June 2020 vs. \$254,112 in June 2019). Sales tax is expected to finish at ~\$3.22M for FY 20, which is better than the approved budget and better than our own internal estimates. It appears that the option to defer payments has not impacted our sales tax figures.
 - c. July 9, 2020 Update - The May state sales tax report was released on July 9, 2020. This May report covered April consumer sales, which was the first full month impacted by the pandemic, as the Governor's shelter in place order, which initially went into effect on March 20th, was extended through April 30th. Despite the continued closure of all businesses deemed "non-essential" and the suspension of dining room service for restaurants, sales tax proceeds came in only marginally lower (0.77%) than last year (\$257,366 for July 2020 vs. \$259,358 in July 2019). Based on sales tax trends over the last two months, management has revised its FY 21 sales tax projections to around \$3 million, which is about a 7% decline from the FY 20 actual amount of ~\$3.22M (unaudited). As stated last month, it appears that the option to defer payments has not had any material impact on our sales tax figures. Despite the resilience of municipal sales taxes, Non-Home Rule (NHR) taxes have not fared nearly as well. After declining year-over-year by 6% last month, July's allotment for NHR sales taxes came in at 87% of last year's amount. Ostensibly the reason for this decline is that most consumers are purchasing items that are exempt from NHR sales taxes (i.e. food, drug, medical appliances, etc.). Current FY 21 projections put NHR Sales at ~\$2.08M, which is decline of approximately 14% in comparison to the FY 20 amount of \$2.41M (unaudited).

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.
 - a. May 21, 2020 Update - MFT proceeds came in better than expected at \$33,790, a decrease of approximately 20% from the prior year. MFT finished FY 20 at \$466,091 (\$24.50 per capita), which is ~3.5% less than FY 19 amounts; but is in-line with IML's per capita projection of \$24.30 (\$462,235). MFT Transportation Renewal Fund (TRF) proceeds, which are funded by the recent increase in State motor fuel taxes, came in at \$235,852 (\$12.40 per capita) for FY 20. TRF proceeds finished higher than IML projected amounts (\$11.45 per capita) by over \$18,000.
 - b. June 4, 2020 Update – In late May the City received its first of six Rebuild Illinois allotments, which is a new program administered by IDOT and funded by State bond proceeds. This first distribution totaled \$208,937, with another distribution expected later on this fiscal year. Subsequent distributions are expected in FY 22 and FY 23, for a grand total of \$1,253,625. Due to the uncertainty surrounding the distribution of payments during the FY 21 budget process, a nominal amount of \$5,000 in revenue was included in the budget for the Rebuild Illinois program. Assuming the anticipated payment streams come to fruition, it will help to offset any potential MFT revenue declines; thus, allowing the City to maintain relatively stable funding for RTBR and other MFT related capital programs.
 - c. **July 23, 2020 Update** – MFT proceeds declined by ~25% in comparison to July of 2019, as presumably fewer people are traveling, for both work and leisure, due to the ongoing pandemic. July MFT was worse than expected, as the current IML target for FY 21 is \$20 per capita (~\$380,000 annualized), which is an 18% decrease from FY 20 totals. MFT TRF proceeds (which are tracked as a percentage of regular MFT amounts) came in at \$19,700 in July, which is equal to 75% of the regular MFT proceeds received.
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.
 - b. June 10, 2020 Update – The June 5th due date for the April utility bills was within normal expectations. Direct deposit amounts for City utility bills have remained steady at around \$250,000 per billing cycle.
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 (new text only where update is noted)

9. When the curve is flattened
10. When different sectors of the economy are able to restart
 - a. May 7, 2020 Update – The Governor’s stay at home order has been extended through the end of May, and his reopening plan illustrates months before a return to economic normalcy. There has been widespread push back from the business community on this plan, and it remains to be seen whether it will change as a result of data or pressure from the public.
 - b. June 10, 2020 Update – Beginning on June 1st the State entered phase three of the Governor’s reopening plan. “Non-essential businesses” have been allowed to reopen (with certain safety restrictions) and restaurants have been allowed to expand their services beyond delivery, pick-up and drive-thru, to include open outdoor seating. Our region is currently on track to move to Phase 4 of the plan on June 26th, which will allow all outdoor recreation, indoor dining with capacity limits, and other expanded measures.
 - c. **July 23, 2020 Update** – On July 15th the Governor announced a new mitigation plan that modifies the existing “Restore Illinois” plan aimed at preventing another COVID-19 surge in Illinois. Initially the State was divided into four regions, that would each progress through five stages of reopening, each with fewer restrictions as COVID-19 cases subsided. Under the Governor’s revised plan the State has been divided into 11 smaller regions, which will enable the state to act in a more decisive, targeted way in addressing COVID-19 hotspots without reacting more broadly than circumstances require by imposing blanket restrictions across large geographic areas or moving entire regions back to an earlier phase. Kendall County has now been moved out of the Chicagoland region, and is in a region with the counties to our south and west – all the way to the Iowa border.
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
 - a. May 7, 2020 Update – As noted above, there is no evidence of impact from sales tax reporting deferrals on the sales tax amounts received.
 - b. June 10, 2020 Update - The impact from sales tax reporting deferrals on the actual amount of sales taxes received remains negligible. Since the sales tax deferral went into effect last month, less than 1% of the average monthly totals have been deferred.
12. Mid May 2020 – when the MFT monthly report for March consumer sales will be released.
 - a. May 21, 2020 Update – As noted in section 4(a) above, MFT proceeds came in better than expected at \$33,790, a decrease of approximately 20% from the prior year.
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.
 - a. June 10, 2020 Update – As noted in section 3(b) above, sales tax will end FY 20 right around \$3.22M, which is \$70,000 higher than initially budgeted and a 5% increase in comparison with the previous fiscal year. June’s allotment for Non-Home Rule (NHR) sales taxes came in at 94% of last year’s amount. FY 20 totals for NHR Sales will be ~2.41M, which is 2% higher than FY 19 amounts.

14. Early July 2020 – when the sales tax monthly report for April consumer sales will be released from the state
 - a. July 9, 2020 Update – As noted in section 3(c) above, sales tax proceeds, representing April consumer sales, only marginally declined from the previous July. July's allotment for Non-Home Rule (NHR) sales taxes came in at 87% of last year's amount, which seems to be indicative of consumer buying habits during the pandemic.
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
 - a. July 9, 2020 Update – The full impact of the extended income tax deadline will not be known until September/October, due to the three-month lag between taxes being remitted and received from the state.
17. September 2020 – when the first sales tax monthly report will be released that could possibly be 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 (all old text, no new updates)

The primary concerns of the ongoing situation 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. Municipal and NHR Sales Tax – 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.
 - b. May 7, 2020 Update – The stay at home order has been extended through May, and the Governor’s reopening plan makes it seem that widespread retail and restaurant impacts will occur through the Summer. As noted above, the February consumer sales tax / March state receipts report was released on May 7, 2020 and the 2020 figures were 9% higher than the 2019 figures for the same month. At least in the run up to the pandemic, no sales tax downturn was observed.
 - c. June 10, 2020 Update – The stay at home order has been lifted as of June 1st, as the State enters phase 3 of the reopening plan. As noted above, the March consumer sales tax / April state receipts report, which is the first month impacted by the Governor’s Shelter in Place order was released on June 4, 2020 and the 2020 figures were nominally higher than the 2019 figures for the same month. Thus far, sales tax has remained resilient, as staff speculates that the decrease in sales tax proceeds from “non-essential businesses” and restaurants has been offset by the increased demand brought on by the pandemic for food and other consumer goods.
 - d. July 9, 2020 Update – On Friday, June 26th the State entered phase 4 of the reopening plan, which now allows “non-essential” business to open and restaurants to resume indoor dining, albeit with restrictions. As noted above, the April consumer sales tax / May state receipts report, which is the first full month impacted by the Governor’s Shelter in Place order, showed that the 2020 figures were nominally lower than the 2019 figures for the same month. Thus far, sales tax has remained resilient, as staff speculates that the decrease in sales tax proceeds from “non-essential businesses” and restaurants has been offset by the increased demand brought on by the pandemic for food and other

consumer goods. Conversely, NHR sales are beginning to lag, presumably because the items consumers are buying are exempt.

Revenues - High concern (new text only where update is noted)

25. Income Tax – 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.
- a. May 7, 2020 Update – As mentioned earlier in the memo, the IML released their revenue estimates, expecting a 15% decrease in income tax revenues from FY 20 actuals. This is a loss of \$300k between FY 20 and FY 21. As of April 28th, the City was assuming a loss of only ~\$140k between FY 20 and FY 21, which means the income tax picture has become ~\$160k worse than we expected.
 - b. June 10, 2020 Update – As mentioned above, June’s allotment of income tax came in at \$118,791, which is essentially even with last June’s allotment of \$119,293. Income tax receipts will finish FY 20 at approximately \$1.87M, which is a 5% decrease in comparison to last year. IML has revised its FY 21 per capita estimate to \$97. If \$97 per capita comes to fruition, it would match the FY 20 actual figures (i.e. revenues are flat).
 - c. **July 23, 2020 Update** – As mentioned previously July’s income tax proceeds totaled \$188,635, which is about 6% higher than the prior year’s allotment of \$178,400. The IML currently has income tax pegged at \$97 per capita, which would put the City’s total income tax around \$1.85M for FY 21.
26. Local Use Tax – decline could be marginal, due to the prevalence of on-line sales. However, the State is also likely to either cut or delay payments.
- a. May 7, 2020 Update – As mentioned earlier in the memo, the IML released their revenue estimates, which expect no change between FY 20 and FY 21. As of April 28th, the City was assuming a loss of ~\$87k in use taxes, which means the use tax picture has become \$87k better than we expected.
 - b. May 21, 2020 Update – May’s allotment of local use tax came in 3% higher than last year’s allotment of \$45,940. Assuming June’s allotment remains flat with last year’s amount, local use tax would finish FY 20 at approximately \$658,000. This observance aligns with the IML’s estimate that use taxes are likely to not decrease in FY 21, based on the large transfer of retail sales to online purchases.
 - c. June 10, 2020 Update – June’s allotment of local use tax came in 15% higher than the previous year, ostensibly due to the pandemic and corresponding shelter in place order from the Governor. Local use tax is expected to finish FY 20 at \$665,000, which is a 15% increase over FY 19 amounts.
 - d. **July 23, 2020 Update** – Local use tax continues to remain robust, ostensibly due to the continued popularity of on-line shopping, especially during the pandemic. Local use proceeds are up 29% from July of last year, coming in at \$63,676 (the July 2019 amount was \$49,432). The IML currently predicts FY 21 local use at \$35.50 per capita, which would yield an annualized amount of ~\$675,000. Assuming this comes to fruition, FY 21 local use would increase by 1.5% over the prior year (FY 20).

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.
- a. May 7, 2020 Update – As mentioned earlier in the memo, the IML released their MFT and TRF estimates, expecting a loss of 15% in MFT and lowering their per capita projections for TRF slightly. In the FY 21 budget approval, the City assumed moderate growth in the MFT and had not updated those estimates as a result of the pandemic. As a result, the IML estimates for MFT and TRF are \$125,000 worse than we expected.
 - b. June 10, 2020 Update – As mentioned above, the IML has revised its FY 21 MFT and TRF projections this week. Per capita MFT was reduced by almost 20%, from \$24.85 to \$20; whereas TRF projections were reduced by 11%, from \$16.87 to \$15. This puts the City's share at \$380,000 (MFT) and \$285,000 (TRF), respectively – which combined is \$128,000 less than FY 21 budgeted amounts. Fortunately, this projected loss is more than offset by proceeds from the REBUILD Illinois program, mentioned above
 - c. **July 23, 2020 Update** – As mentioned earlier in the memo, MFT proceeds declined by ~25% and was worse than expected, as the current IML target for FY 21 is \$20 per capita (~\$380,000 annualized), which is an 18% decrease from FY 20 totals. MFT TRF proceeds came in at \$19,700 in July, which is equal to 75% of the regular MFT proceeds received.
28. Water Sales, Infrastructure Fees and Late Penalties – 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. Sewer Maintenance Fees and Infrastructure Fees – similar to water infrastructure fees, may adversely impact cash flow due to customers paying late or not at all.
30. Child Development and Athletics & Fitness – 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.
- a. June 10, 2020 Update – Staff expects there to be a significant decrease in revenue and profit margin due to the Restore Illinois Plan restrictions on in-person programming and the willingness of residents to reengage in public activities. For example, about two-thirds of the spring youth sports league participants have requested refunds. We expect that this trend will continue throughout the year or until we reach Phase 5 of the Restore Illinois Plan. Nevertheless, as the State updates in-person programming guidelines we potentially could see an increase in in-person programming opportunities, revenue and profit margins.
31. Library Property Taxes – 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. TIF Property Taxes – 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. Corporate Property Taxes – 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.
 - b. June 10, 2020 Update – The first allotment of property tax was received in early June. It was a week later than normal, but the amounts were in-line with expectations, thus far.
34. Building Permits, Connection & Development Fees – 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.
 - a. June 10, 2020 Update – Total permits issued thus far in FY 21 total 217, which is significantly higher than last May's amount of 128. Single family and commercial permits total 20 thus far in FY 21, in comparison to 31 permits issued last May.
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. Investment Earnings – are expected decline sharply City-wide in the upcoming fiscal year, due to potentially declining revenues and an extremely low interest rate environment.
 - a. June 10, 2020 Update – Limited opportunities for investment earnings seem likely for the City for at least the next two fiscal years, as the Fed recently announced that it will continue to track interest rates near zero through at least 2022, in an effort to support the national economic recovery.
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 old text, no updates)

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 (all old text, no updates)

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.
 - ii. **July 23, 2020 Update** – There are two police SUVs budgeted in FY 21 and both were authorized by City Council in March 2020. Staff is in the process of ordering the first SUV, and the second SUV will be held off as mentioned above.
- 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 (all old text, no updates)

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
- l. 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.
 - ii. **July 23, 2020 Update** – A new wing mower is proposed to be purchased for \$53,000.
- 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.
 - ii. **July 23, 2020 Update** – A medium-sized mower is being purchased for \$11,000.
- 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 (all old text, no updates)

- 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 (all old text, no updates)

- 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.

New Proposals, as of May 7, 2020 (all old text, no updates)

- 52. UDO – At the direction of the Mayor, the City staff negotiated a one-year pause of the UDO with both consultants. The consultants agree that the rates and cost within the agreement will continue forward for the extra year and that the study could be resumed at any time within the year. \$80,000 FY 21 value.

Recommendation

This is an informational item. Staff requests feedback on the content within.



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: July 23, 2020
Subject: FY 21 Budget Update – Cut List Reinstatements

Summary

Review of three items related to the City's FY 21 budget cut list.

Background

The City Council has reviewed a FY 21 budget cut list at every meeting since the pandemic. Because the FY 21 budget outlook is expected to avoid a worst case scenario, we are proceeding forward with three one-time purchases of equipment and vehicles as described below.

First, the City Council has budgeted for two police SUVs in FY 21 and has previously discussed funding for a third SUV if the FY 20 budget came in better than expected. At the March 24th City Council meeting, the City Council actually approved the purchase of the two police SUVs for FY 21 – this was done prior to FY 21 starting because the lead-in time for delivery of those SUVs was expected to take months. After the meeting and due to the pandemic, the staff chose to delay notifying the vendor of the order. The City Council's cut list discussion of police squad cars is under item 42g on the FY 21 budget update memo, and it states:

- 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.

We are moving forward with the purchase of one police SUV through the state bid process, details of which are included in the memo from Carri Parker and Deputy Chief Pfizenmaier. To recap, we have two police SUVs authorized by City Council and budgeted in FY 21, we've proposed to cut one of those two SUVs, we've actually acquired zero SUVs so far, and we are moving forward with purchasing one SUV.

Second, the City Council has budgeted for \$31,000 for Public Works mowers in FY 21. These mowers are commercial grade, medium sized, would be used to mow City facilities and medians throughout the City, and cost around \$11,000 per mower. Further details on the mower's use and justification is included in an attached memo from Eric Dhuse and Carri Parker. The City Council's cut list discussion of the mowers is under item 44p on the FY 21 budget update memo, and it states:

- p. Public Works mowers - \$31,000 in FY 21
 - i. April 23, 2020 Update – Cut until things stabilize.

We are moving forward with the purchase of one mower, through Sourcewell cooperative purchasing. The cost of the mower can be offset with a substitute cut if the City Council wishes, but we felt the one-time, low-cost nature of the purchase is in line with current budget projections.

Finally, the City Council has budgeted \$70,000 for Parks Dept equipment (vehicles or mowers) in FY 21. The Parks Dept maintains a number of medium-sized and large wing-mowers, which are used to mow all large park-sites and athletic fields. The City's most used large-wing mower is passed its useful lifespan and has broken down frequently in the past few weeks. Tim Evans's proposal for a cutlist reinstatement is a large wing-mower from the state bid at a cost of almost \$60,000, and the justification memo is attached for the City Council's consideration. The City Council's cut list discussion of the Parks Dept equipment line item is under item 44m on the FY 21 budget update memo, and it states:

- m. Parks equipment and mowers - \$70,000 in FY 21
 - i. April 23, 2020 Update – Cut until things stabilize.

If the City Council agrees with the justification and recommendation included in Tim Evans's and Carri Parker's memo, the attached resolution should be approved with a super-majority vote.

Recommendation

Staff recommends approval of the Parks Department mower, as described above. The Public Works mower is within staff authority and does not require City Council approval. The Police SUV purchase has been previously approved by City Council and is not technically on the cut list.



Memorandum

To: City Council
From: Carri Parker, Purchasing Manager
Behr Pfitzmeier, Deputy Police Chief
CC: Bart Olson, City Administrator
Date: July 28, 2020
Subject: Purchase of a 2020 Ford Interceptor SUV in FY2021 Update

Summary

Staff is seeking support to purchase one 2020 Ford Interceptor SUV vehicle in the amount not to exceed \$60,000 as included in the proposed FY2021 budget.

Background

On March 24th, the City Council approved a resolution (2020-11) to purchase two 2020 Ford Interceptor SUV vehicles in the FY21 budget in the amount not to exceed \$150,000. Due to the COVID-19 pandemic, staff postponed these purchases temporarily. After staff analyzed the FY21 budget and COVID-19 related expenses, the staff has confirmed that funds are available to purchase one of the two approved vehicles.

While patrol sedans are currently available, both Ford and Chevrolet are discontinuing the manufacturing of sedans. Because of this, we are requesting to move our fleet to SUV type vehicles, which will allow us to continue the practice of re-using equipment when older vehicles are rotated out of the fleet.

Purchasing an SUV for patrol a patrol vehicle offers many advantages for the department. The winter months are harsh and having an all-wheel-drive vehicle will allow for safer roadway travel during inclement weather. Added interior room in the vehicles provide staff comfort as well as storing the necessary equipment (i.e., rifles, shotguns, ballistic shields, helmet, etc.).

Currently, Morrow Brothers Ford in Greenfield, Illinois, holds the state bid for the purchase of police fleet SUV vehicles. See the attached vehicle specifications and pricing form (Exhibit A) for vehicle equipment and pricing. Below is a breakdown of the cost of a new patrol SUV which includes additional equipment and installation.

| | |
|--|-----------------------------------|
| Morrow Brothers Vehicle Base Cost | \$34,770 (with registration) |
| Other Vendors Additional Equipment Costs | \$23,230 (including installation) |
| <hr/> | |
| Total Squad Cost not to exceed | \$58,000 per vehicle |

***Included in the vehicle cost, as noted above, is interior lighting. Morrow Brothers Ford has begun to offer specific interior lighting packages that are installed in the vehicle upon delivery. We have compared the cost of purchasing and installing through a third party and have found that it is more cost-efficient to include these items in the initial vehicle purchase.

Staff has worked with Morrow Brothers Ford in Greenfield, Illinois, and they have confirmed that the pricing will remain the same. Due to the lead time in receiving this vehicle, estimated 16 - 20 weeks, the City will not take ownership or be invoiced until after the new calendar year. Any remaining funds will be allocated to a second vehicle to be purchased in Spring 2021.

Recommendation

Staff recommends the support to purchase one 2020 Ford Interceptor SUV vehicle in the amount not to exceed \$60,000 as included in the approved FY2021 budget.

Attachments

- Exhibit A – Resolution 2020-11
- Exhibit B – Police Department Vehicle Purchase Specifications

Resolution No. 2020-11

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
AUTHORIZING THE PURCHASE OF TWO POLICE SUVS FROM MORROW
BROTHERS FORD, GREENFIELD, ILLINOIS IN THE AMOUNT NOT TO EXCEED
\$150,000 FROM THE FY21 BUDGET.**

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

WHEREAS, pursuant to the Governmental Purchasing Act, 30 ILCS 525/1 *et. seq.* (the “Act”), the City determined it to be in its best interests to purchase two (2) police vehicles through the joint purchasing program of the State of Illinois; and

WHEREAS, after completion of the competitive procuring process as required by the Act, the State of Illinois awarded the Morrow Brothers Ford of Greenfield, Illinois, as the lowest responsible bidder; and

WHEREAS, it is in the best interest of the City to approve the purchase the two police vehicles as itemized on Exhibit A attached hereto from Morrow Brothers Ford of Greenfield, Illinois; and

WHEREAS, upon acquisition of the vehicles, each vehicle must be customized with equipment to meet police department requirements at an approximate cost of \$20,230 per vehicle (including installation), which equipment shall be purchased from various vendors; and

WHEREAS, the vehicles will not be delivered until after May 1, 2020, therefore, will be paid out of the Fiscal Year 2021 budget.

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

Section 1: The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

Section 2: Pursuant the Act, the City Administrator is hereby authorized and directed to proceed with the purchase of the police vehicles as itemized on “*Exhibit A*” through Morrow Brothers Ford, Greenfield, Illinois through the State of Illinois.

Section 3: The City Administrator is further authorized to purchase all equipment required for each vehicle to conform it to the requirements of the police department at an estimated cost of \$20,230, including installation.

Section 4: This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois
this 24th day of March, A.D. 2020.


CITY CLERK

KEN KOCH AYE

DAN TRANSIER AYE

JACKIE MILSCHEWSKI AYE

ARDEN JOE PLOCHER AYE


CHRIS FUNKHOUSER AYE

JOEL FRIEDERS AYE

SEAVAR TARULIS ABSENT

JASON PETERSON AYE

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois
this 27th day of MARCH, A.D. 2020.


MAYOR

Attest:


CITY CLERK

EXHIBIT A

WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • Greenfield, IL • 62044

Phone (217) 368-3037 • Fax (217) 368-3517 • Toll Free 1-877-368-3038



**STATE OF ILLINOIS
POLICE INTERCEPTOR
GOVERNMENT PRICING**

ORDERING AGENCY: YORKVILLE P.D.

CONTACT PERSON: BEATRICE PFIZENMAYER CELL: _____

FORD FLEET # _____ PURCHASE ORDER # _____

QUANTITY: _____ COST EACH: \$ _____

ADDRESS: _____

CITY: _____ ZIP CODE: _____ TAX EXEMPT # E999 - - - - -

PHONE: _____ FAX: _____ EMAIL: _____

TOTAL ORDER COST: \$ _____

SIGNATURE _____ TITLE _____

Morrow Brothers Ford Inc.
1242 Main Street
Greenfield, IL 62044

Phone # 1-217-368-3037
Fax # 1-217-368-3517
Email: richie@morrowbrothersfordinc.com

PLEASE SUBMIT THIS SIGNED FORM WITH ORDER

PAYMENT DUE UPON DELIVERY

2020 POLICE INTERCEPTOR UTILITY STANDARD EQUIPMENT

MECHANICAL

- Drivetrain – All-Wheel-Drive
- V6 Direct Injection Gasoline Engine 136 MPH Top Speed
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Class III Trailer Hitch Receiver with 5,000 lbs. Towing Capacity
- Column Shifter
- Engine Hour Idle Meter
- Engine Hour Meter
- Engine Oil Cooler
- Suspension – Independent Front & Rear
- Transmission – 10-Speed Automatic
- Transmission Oil Cooler

EXTERIOR

- Exhaust True Dual (down-turned)
- Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
- Headlamps – Automatic, LED Low -and-High Beam
 - Pre-molded Side Warning LED Holes (does not include LED Warning Modules)
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Power Mirror Glass, Manual Folding with Integrated Spotter
- Spare – Full Size 18" Tire w/TPMS
- Tail lamps – LED
- Tires – 245/60R18 A/S BSW
- Wheels – 18" Painted Black Steel with Stainless Steel Hub Cover

SAFETY / SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control®)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Over Protection Airbags and Safety Canopy®
- Anti-Lock Brakes with Traction Control
- Brakes – Police Calibrated High-Performance
- Belt-Minder® (Front Driver / Passenger)
- Individual Tire Pressure Monitoring System
- Rearview Camera with Washer, Viewable in 4.2" Center Stack
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

FUNCTIONAL

- Audio
 - AM/FM / CD / MP3 Capable / Clock / 4-speakers
 - Bluetooth® interface - Includes hands-free voice command support (compatible with most Bluetooth connected mobile devices)
 - USB Port (1)
 - 4.2" Color LCD Screen Center-Stack "Smart Display"
- Easy Fuel® Capless Fuel-Filler
- Ford Telematics™ – Includes Fleet Telematics Modem and complimentary 2-year subscription
- Front Door Tether Straps (driver/passenger)
- Power Pigtail Harness
- Front Recovery Tow Hook Provision (1)
- Two-Way Radio Pre-Wire
- Two (2) 50 amp battery power circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

INTERIOR / COMFORT

- Cargo Hooks in Cargo Area
- Dual-Zone Electronic Automatic Temperature Control
- Power Door Locks
 - Power Windows with Driver Control Feature
- Fixed Pedals (Driver Dead Pedal)
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/Non-Illuminated
- Lighting
 - Overhead Console
 - Red/White Task Lighting in Overhead Console
 - 3rd row overhead map light
- Mirror – Day/Night Rear View
- Particulate Air Filter
- Powerpoints – (1) First Row
- Rear-Window Defrost
- Scuff Plates – Front & Rear
- Seats
 - 1st Row Police Grade Cloth Trim, Dual Front Buckets
 - 1st Row – Driver 6-way Power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar)
 - 1st Row – Passenger 2-way manual track (fore/aft. with manual recline)
 - Built-in steel intrusion plates in both driver/passenger seatbacks
 - 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Cruise Control
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel – Tilt / Telescoping and 4 user – configurable switches
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment

OPTIONS INCLUDED

- Gasoline Engine (99B / 44U)
- All Wheel Drive (K8A)
- Interior Lights Disabled, Dark Mode (43D)
- Driver's Side LED Spotlight (51R*)
- Ignition Override System (SID**)
- Tail Lamp Lighting Solution (66B)
- Rear Hatch Timer, Delete (18D)
- 5 Year / 100,000 Miles Powertrain Extended Warranty

☐ *Upgrade to Whelen Red/White LED Spotlight (includes Red/White Warning Mode, 5 Year Warranty) ADD: \$130.00

☐ **Upgrade to Ford Factory Secure Idle (47A - includes 3 year / 36,000 mile Ford Warranty) ADD: \$260.00

2020 POLICE INTERCEPTOR UTILITY COLORS, SEATING, LICENSING

| SERIES | OPTION CODE | CHARGE | SELECTION |
|---|-------------|----------------|-------------------------------------|
| 2020 AWD Utility Police Interceptor, 3.3L Gasoline, 136-MPH Top Speed | 99B/44U | \$33,770.00 | <input checked="" type="checkbox"/> |
| 2020 AWD Utility Police Interceptor, 3.3L Hybrid, 136-MPH Top Speed | 99W/44B | Add \$3,375.00 | <input type="checkbox"/> |
| 2020 AWD Utility Police Interceptor, 3.0L EcoBoost, 148-MPH Top Speed | 99C/44U | Add \$4,275.00 | <input type="checkbox"/> |

| EXTERIOR COLOR | PAINT CODE | CHARGE | SELECTION |
|----------------------------------|------------|------------|-------------------------------------|
| Medium Brown Metallic | BU | Add \$0.00 | <input type="checkbox"/> |
| Arizona Beige Metallic Clearcoat | E3 | Add \$0.00 | <input type="checkbox"/> |
| Vermillion Red | E4 | Add \$0.00 | <input type="checkbox"/> |
| Blue Metallic | FT | Add \$0.00 | <input type="checkbox"/> |
| Agate Black | UM | Add \$0.00 | <input checked="" type="checkbox"/> |
| Smokestone Metallic | HG | Add \$0.00 | <input type="checkbox"/> |
| Kodiak Brown Metallic | J1 | Add \$0.00 | <input type="checkbox"/> |
| Dark Toreador Red Metallic | JL | Add \$0.00 | <input type="checkbox"/> |
| Norsea Blue Metallic | KR | Add \$0.00 | <input type="checkbox"/> |
| Dark Blue | LK | Add \$0.00 | <input type="checkbox"/> |
| Royal Blue | LM | Add \$0.00 | <input type="checkbox"/> |
| Light Blue Metallic | LN | Add \$0.00 | <input type="checkbox"/> |
| Silver Grey Metallic | TN | Add \$0.00 | <input type="checkbox"/> |
| Sterling Grey Metallic | UJ | Add \$0.00 | <input type="checkbox"/> |
| Iconic Silver Metallic | JS | Add \$0.00 | <input type="checkbox"/> |
| Medium Titanium Metallic | YG | Add \$0.00 | <input type="checkbox"/> |
| Oxford White | YZ | Add \$0.00 | <input type="checkbox"/> |

| INTERIOR SEATING | SEATING | CHARGE | SELECTION |
|---|-------------|-------------|--------------------------|
| Cloth Front Buckets / Vinyl Rear • Front - Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power Track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar) • Passenger - 2-way Manual Track (fore/aft. with manual recline) • Rear - 60/40 Split Vinyl | 96 Standard | Standard | <input type="checkbox"/> |
| Cloth Front Buckets / Cloth Rear • Front - Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power Track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar) • Passenger - 2-way Manual Track (fore/aft. with manual recline) • Rear - 35/30/35 Split Cloth | F6 Optional | Add \$60.00 | <input type="checkbox"/> |

| OPTIONAL UTILITY DELETIONS | CODE | CHARGE | SELECTION |
|-----------------------------------|------|-----------------|--------------------------|
| • Delete Driver's Side Spotlight | DDSS | Credit \$100.00 | <input type="checkbox"/> |
| • Delete Ignition Override System | DIOS | Credit \$100.00 | <input type="checkbox"/> |

| LICENSE, TITLE FEE AND DELIVERY | | CHARGE | SELECTION |
|--|---|-------------------|-------------------------------------|
| M | - | Add \$225.00 | <input type="checkbox"/> |
| MP | - | Add \$225.00 | <input checked="" type="checkbox"/> |
| Sheriff | - | Add \$225.00 | <input type="checkbox"/> |
| Delivery - Single Unit | - | Add \$300.00 | <input type="checkbox"/> |
| Delivery - Multiple Units | - | Add \$250.00 each | <input type="checkbox"/> |
| Agency Pick-up in Greenfield, Illinois - Does Not Include Fuel | - | \$0.00 | <input type="checkbox"/> |
| Agency Pick-up in Greenfield, Illinois with Full Tank of Fuel | - | Add \$70.00 | <input type="checkbox"/> |

2020 POLICE INTERCEPTOR UTILITY OPTIONAL EQUIPMENT

| OPTIONAL EQUIPMENT | OPTION CODE | CHARGE | SELECTION |
|---|-------------|--------------|--------------------------|
| INTERIOR UPGRADE OPTION | | | |
| <ul style="list-style-type: none"> • 1st and 2nd Row Carpet Floor Covering • Cloth Seating, Front and Rear • Center Floor Console less shifter w/unique Police console finish plate • Includes Console and Top Plate with 2 cup holders • Floor Mats, front and rear (carpeted) • Deletes the standard console mounting plate (85D) • SYNC® 3 <ul style="list-style-type: none"> ◦ Enhanced Voice Recognition Communications and Entertainment System ◦ 4.2" Color LCD Screen Center-Stack "Smart Display" ◦ AppLink® ◦ 911 Assist® <p>Note: Non-SYNC Bluetooth® interface is standard; 65U replaces standard Bluetooth® Interface with SYNC®</p> <p>Note: SYNC® AppLink® lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and AppLink® software.</p> | 65U | Add \$390.00 | <input type="checkbox"/> |
| FRONT HEADLAMP LIGHTING SOLUTION | | | |
| <ul style="list-style-type: none"> • Includes LED Low beam/High beam headlamp, Wig-Wag function and (2) Red/Blue/White LED side warning lights in each headlamp (driver's side White/Red / passenger side White/Blue) | 66A | Add \$860.00 | <input type="checkbox"/> |
| TAIL LAMP / POLICE INTERCEPTOR HOUSING ONLY | | | |
| <ul style="list-style-type: none"> • Pre-existing holes with standard twist lock sealed capability (does not include LED Warning) (eliminates need to drill housing assemblies) | 86T | Add \$60.00 | <input type="checkbox"/> |
| REAR LIGHTING SOLUTION | | | |
| <ul style="list-style-type: none"> • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate • LED lights only. Wiring, controller "not" included. | 66C | Add \$460.00 | <input type="checkbox"/> |
| ULTIMATE WIRING PACKAGE | | | |
| <ul style="list-style-type: none"> • Rear console mounting plate (85R) – contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear cargo area (overlay) <ul style="list-style-type: none"> ◦ Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) ◦ One (1) 10-amp siren/speaker circuit engine compartment • Rear hatch/cargo area wiring – supports up to six (6) rear LED lights • Does "not" include LED lights, side connectors or controller <ul style="list-style-type: none"> ◦ Recommend Police Wire Harness Connector Kit 67V | 67U | Add \$560.00 | <input type="checkbox"/> |
| POLICE WIRE HARNESS CONNECTOR KIT - FRONT/REAR | | | |
| <ul style="list-style-type: none"> • For connectivity to Ford PI Package solutions includes (FRONT): <ul style="list-style-type: none"> ◦ (2) Male 4-pin connectors for siren ◦ (5) Female 4-pin connectors for lighting/siren/speaker ◦ (1) 4-pin IP connector for speakers ◦ (1) 4-pin IP connector for siren controller connectivity ◦ (1) 8-pin sealed connector ◦ (1) 14-pin IP connector • For connectivity to Ford PI Package solutions includes (REAR): <ul style="list-style-type: none"> ◦ (2) Male 4-pin connectors for siren ◦ (5) Female 4-pin connectors for lighting/siren/speaker ◦ (1) 4-pin IP connector for speakers ◦ (1) 4-pin IP connector for siren controller connectivity ◦ (1) 8-pin sealed connector ◦ (1) 14-pin IP connector <p>Note: See upfitters guide for further detail at www.fordpoliceinterceptorupfit.com</p> | 67V | Add \$230.00 | <input type="checkbox"/> |

2020 POLICE INTERCEPTOR UTILITY OPTIONAL EQUIPMENT

| KEY EXTERIOR OPTIONS | OPTION CODE | CHARGE | SELECTION |
|--|-------------|----------------|-------------------------------------|
| LAMPS / LIGHTING | | | |
| • Daytime Running Lamps | 942 | Add \$50.00 | <input type="checkbox"/> |
| • Switchable Red/White Lighting in Cargo Area (deletes 3rd row overhead map light) | 17T | Add \$60.00 | <input type="checkbox"/> |
| • Front Warning Auxiliary LED Lights (Driver side – Red / Passenger side – Blue) Note: Requires 60A | 21L | Add \$550.00 | <input type="checkbox"/> |
| • Front Interior Visor Light Bar (LED) | FST | Add \$1,080.00 | <input type="checkbox"/> |
| • Whelen FST Front Inner Edge Trio (Red/Blue/White), 5 Year Warranty | | | |
| • Pre-wiring for grille LED lights, siren and speaker | 60A | Add \$50.00 | <input type="checkbox"/> |
| • Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel) • LED lights only. Wiring, controller "not" included. | 43A | Add \$420.00 | <input type="checkbox"/> |
| • Whelen Rear Quarter Glass Side Warning LED Lights (Duo Red/Blue) • LED lights only. Wiring, controller "not" included. | 63L | Add \$570.00 | <input type="checkbox"/> |
| • Interior Rear LED Light Bar • Whelen RST Rear Trio (Red/Blue/Amber) Inner Edge, 5 Year Warranty | RST | Add \$1,180.00 | <input type="checkbox"/> |
| • Side Marker LED – Sideview Mirrors (Driver side – Red / Passenger side – Blue) • Located on backside of exterior mirror housing • LED lights only. Wiring, controller "not" included. | 63B | Add \$290.00 | <input type="checkbox"/> |
| BODY | | | |
| • Glass – Solar Tint 2nd Row, Rear Quarter and Liftgate Window (Deletes Privacy Glass) | 92G | Add \$120.00 | <input type="checkbox"/> |
| • Glass – Solar Tint 2nd Row Only, Privacy Glass on Rear Quarter and Liftgate Window | 92R | Add \$90.00 | <input type="checkbox"/> |
| • Underbody Deflector Plate (engine and transmission shield) | 76D | Add \$360.00 | <input type="checkbox"/> |
| WHEELS | | | |
| • Wheel Covers (18" Full Face Wheel Cover) | 65L | Add \$60.00 | <input type="checkbox"/> |
| • 18" Painted Aluminum Wheel Note: Spare wheel is an 18" conventional (Police) black steel wheel. | 64E | Add \$480.00 | <input type="checkbox"/> |
| AUDIO / VIDEO | | | |
| • 12.1" Integrated Computer Screen ◦ Includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area ◦ Includes Audio Video Extender (AVX) box, (2) AVX cables, (2) USB cables and (1) HDMI cable ◦ Includes SYNC 3® Note: Late availability | 54E | Add \$2,680.00 | <input type="checkbox"/> |
| • Rear View Camera displayed in rear view mirror (Includes Electrochromic Rear View Mirror) Note: This option replaces the standard display in the center stack area. Note: Camera can only be displayed in the center stack (std) "OR" the rear view mirror (87R) | 87R | No Charge | <input type="checkbox"/> |
| • Rear Camera On-Demand – allows driver to enable rear camera on-demand | 19V | Add \$240.00 | <input type="checkbox"/> |
| DOORS / LOCKS | | | |
| • Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) Note: Not available with 68G – includes all content of 68G Note: Locks/windows operable from driver's door switches only | 52P | Add \$160.00 | <input type="checkbox"/> |
| • Rear-Door controls Inoperable (locks, handles and windows) Note: Locks/windows operable from driver's door switches only | 68G | Add \$75.00 | <input checked="" type="checkbox"/> |
| • Remote Keyless-Entry Key Fob (w/o Keypad) – (includes 4-key fobs) Note: Available with Keyed Alike, however, key fobs are "not" fobbed alike when ordered with Keyed Alike | 55F | Add \$320.00 | <input checked="" type="checkbox"/> |
| KEYS (can be ordered with Remote Keyless Entry 55F) | | | |
| • Keyed Alike – 1435x | 59E | Add \$60.00 | <input checked="" type="checkbox"/> |
| • Keyed Alike – 1284x | 59B | Add \$60.00 | <input type="checkbox"/> |
| • Keyed Alike – 0135x | 59D | Add \$60.00 | <input type="checkbox"/> |
| • Keyed Alike – 0576x | 59F | Add \$60.00 | <input type="checkbox"/> |
| • Keyed Alike – 1111x | 59J | Add \$60.00 | <input type="checkbox"/> |
| • Keyed Alike – 1294x | 59C | Add \$60.00 | <input type="checkbox"/> |
| • Keyed Alike – 0151x | 59G | Add \$60.00 | <input type="checkbox"/> |

2020 POLICE INTERCEPTOR UTILITY OPTIONAL EQUIPMENT

| KEY EXTERIOR OPTIONS (cont.) | OPTION CODE | CHARGE | SELECTION |
|--|-------------|----------------|-------------------------------------|
| FLOORING / SEATS | | | |
| • 1st and 2nd row carpet floor covering | 16C | Add \$125.00 | <input type="checkbox"/> |
| • Front & Rear WeatherTech Floor Liners | WTECH | Add \$180.00 | <input type="checkbox"/> |
| • Power passenger seat (8-way) w/2-way manual recline and lumbar) | 87P | Add \$320.00 | <input type="checkbox"/> |
| • Rear Center Seat Delete | 85S | No Charge | <input type="checkbox"/> |
| ◦ Deletes the center section of the 2nd row seat | | | |
| ◦ Includes molded trim floor panel in lieu of center seat section | | | |
| • Rear Console Plate Conduit | 85R | Add \$45.00 | <input type="checkbox"/> |
| SAFETY & SECURITY | | | |
| • Ballistic Door-Panels (Level III) – Driver Front-Door Only ¹ | 90D | Add \$1,590.00 | <input type="checkbox"/> |
| • Ballistic Door-Panels (Level III+) – Driver & Pass Front-Doors ¹ | 90E | Add \$3,190.00 | <input type="checkbox"/> |
| • Ballistic Door-Panels (Level IV+) – Driver Front-Door Only ² | 90F | Add \$2,390.00 | <input type="checkbox"/> |
| • Ballistic Door-Panels (Level IV+) – Driver & Pass Front-Doors ² | 90G | Add \$4,790.00 | <input type="checkbox"/> |
| • BLIS® – Blind Spot Monitoring with Cross-Traffic Alert | 55B | Add \$570.00 | <input type="checkbox"/> |
| • Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking. | 68B | Add \$685.00 | <input type="checkbox"/> |
| • Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) Note: Not available with option 96W | 76P | Add \$170.00 | <input type="checkbox"/> |
| • Mirrors – Heated Sideview | 549 | Add \$60.00 | <input checked="" type="checkbox"/> |
| • Perimeter Anti-Theft Alarm | 593 | Add \$130.00 | <input type="checkbox"/> |
| ◦ Activated by Hood, Door or Liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn | | | |
| ◦ Requires Keyless-Entry Key Fob (55F) | | | |
| • Police Engine Idle feature (Ford Factory Ignition Override System) ◦ This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling. (3 year / 36,000 mile warranty) | 47A | Add \$260.00 | <input checked="" type="checkbox"/> |
| • Reverse Sensing | 76R | Add \$275.00 | <input type="checkbox"/> |
| MISCELLANEOUS | | | |
| • Aux Air Conditioning Note: Recommended for K9 Use | 17A | Add \$610.00 | <input type="checkbox"/> |
| • Additional Noise Suppression Bonds, Ground Straps | 60R | Add \$100.00 | <input type="checkbox"/> |
| • Engine Block Heater | 41H | Add \$90.00 | <input type="checkbox"/> |
| • Class III Trailer Tow Lighting Package (4-pin and 7-pin connectors and wiring) | 52T | Add \$90.00 | <input type="checkbox"/> |
| • H8 AGM Battery (850 CCA/92-amp) | 19K | Add \$120.00 | <input type="checkbox"/> |
| • Rear Bumper Step Pad | 16P | Add \$90.00 | <input type="checkbox"/> |
| • 100 Watt Siren/Speaker | 18X | Add \$290.00 | <input type="checkbox"/> |

¹ Tested and meets the requirements of NIJ Standard 0108.01 Level III:

- 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr)

Per LAPD requirements, they're also designed to withstand special threat rounds:

- 7.62 x 39 mm MSC 7.9g (Type 56)
- 5.56 x 45 mm M193 3.36g
- 5.56 x 45mm M855 4g

² Tested and meets the requirements of NIJ Standard 0108.01 Level IV:

- .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g)

Designed to withstand special threat rounds:

- 7.62 x 54R LPS 9.65g
- 7.62 x 51 mm M81 9.75g (.308 Winchester 150.5gr)

In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed in footnote 2.

POLICE VEHICLE WARNING EQUIPMENT AND PACKAGES

| WARNING EQUIPMENT AND PACKAGES | CHARGE | SELECTION |
|--|----------------------|--------------------------|
| Basic Patrol Package <ul style="list-style-type: none"> • Whelen Liberty II 48" LED Light Bar • Integrated Alley Lights, Take downs with Flash • Integrated Traffic Advisor • Full Feature Siren w/ Light Controls, PA (Whelen) • 100 Watt Siren Speak w/Bracket (Whelen) • 4 LED Corner Lights, 2-Front 2-Rear (Whelen) • Custom Equipment Console • 3 Outlet 12 Volt Strip, Cupholders • Light Bar Mounting Kit • Installation of One Customer Supplied, 2-Way Radio and Antenna • All Parts, Labor, and Professional Installation | Add \$5,280.00 | <input type="checkbox"/> |
| Upgrade Light Bar to Whelen Legacy Model | Add \$770.00 | <input type="checkbox"/> |
| Slick Top Package <ul style="list-style-type: none"> • Interior LED's in lieu of Light Bar; Includes Whelen FST Trio & RST Trio | Add \$5,280.00 | <input type="checkbox"/> |
| Two Whelen Micron LED Grill Lights (standard with Slick Top Package) | Add \$280.00 | <input type="checkbox"/> |
| Whelen LINV2 180 Degree Under Mirror Side Warning | Add \$490.00 | <input type="checkbox"/> |
| Whelen Tracer Lower Side Warning | Add \$1,780.00 | <input type="checkbox"/> |
| Prisoner Partition - Sliding Center Window, XL Space Saver, Center Weapons Recess | Add \$930.00 | <input type="checkbox"/> |
| Supply & Install LED Light in Prisoner Area | Add \$160.00 | <input type="checkbox"/> |
| Rear Window Armor, 2nd Row | Add \$290.00 | <input type="checkbox"/> |
| Dual Weapons Rack w/Timer; AR/870 Setina Vaultlock or Pro Gard Tri-Lock | Add \$580.00 | <input type="checkbox"/> |
| Push Bumper with 4 Ion LED Warning Lights | Add \$980.00 | <input type="checkbox"/> |
| Rear Prisoner Seat w/ Cargo Barrier | Add \$1,480.00 | <input type="checkbox"/> |
| Rear Cargo Barrier Only | Add \$670.00 | <input type="checkbox"/> |
| Computer Mount for Customer Supplied Docking Station (includes new charge guard) | Add \$490.00 | <input type="checkbox"/> |
| Install Additional Radio | Add \$90.00 each | <input type="checkbox"/> |
| Install Video* Camera System | Add \$490.00 | <input type="checkbox"/> |
| Install Radar* System | Add \$90.00 | <input type="checkbox"/> |
| Locking Dual-Drawer Rear Cargo Storage Cabinet | Add \$2,360.00 | <input type="checkbox"/> |
| Lund Loft Rear Overhead Weapon/Electronics Storage Vault | Starting at \$895.00 | <input type="checkbox"/> |

Custom Programming Available at an Additional \$90.00 per Hour

*Customer Supplied Video and Radar Must Include Vehicle Specific Mounting Kit

MORROW BROTHERS FORD INC. TRADE INFORMATION

CONTACT: Richie M. Wellenkamp

PHONE: 1-217-368-3037

FAX: 1-217-368-3517

ORDERING AGENCY: _____ CONTACT: _____

ADDRESS: _____ CITY: _____

PHONE NUMBER: _____ FAX NUMBER: _____

TRADE VALUE (MORROW BROTHERS USE ONLY) \$ _____

TRADE-IN VEHICLE INFORMATION

YEAR _____ MAKE _____ MODEL / BODY STYLE _____

COLOR _____ VIN # _____

ENGINE _____ TRANSMISSION _____ MILEAGE _____

FRONT WHEEL DRIVE _____ ALL-WHEEL DRIVE _____ 4X4 TRUCK _____ 2WD TRUCK _____

HAS THIS VEHICLE BEEN USED AS A K9 UNIT?

LIST ANY BODY DAMAGE:

LIST ANY MECHANICAL PROBLEMS OR DEFECTS:

YOU MAY E-MAIL PICTURES TO: richie@morrowbrothersfordinc.com

WE WILL TRADE FOR ANYTHING!

WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • Greenfield, IL • 62044

Phone (217) 368-3037 • Fax (217) 368-3517 • Toll Free 1-877-368-3038



**STATE OF ILLINOIS
POLICE INTERCEPTOR
GOVERNMENT PRICING**

ORDERING AGENCY: YORKVILLE P.D.

CONTACT PERSON: BEHR PFIZENMAYER CELL: _____

FORD FLEET # _____ PURCHASE ORDER # _____

QUANTITY: _____ COST EACH: \$ _____

ADDRESS: _____

CITY: _____ ZIP CODE: _____ TAX EXEMPT # E999_ - - - - -

PHONE: _____ FAX: _____ EMAIL: _____

TOTAL ORDER COST: \$ _____

SIGNATURE _____ TITLE _____

Morrow Brothers Ford Inc.
1242 Main Street
Greenfield, IL 62044

Phone # 1-217-368-3037
Fax # 1-217-368-3517
Email: richie@morrowbrothersfordinc.com

PLEASE SUBMIT THIS SIGNED FORM WITH ORDER

PAYMENT DUE UPON DELIVERY

2020 POLICE INTERCEPTOR UTILITY STANDARD EQUIPMENT

MECHANICAL

- Drivetrain – All-Wheel-Drive
- V6 Direct Injection Gasoline Engine 136 MPH Top Speed
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Class III Trailer Hitch Receiver with 5,000 lbs. Towing Capacity
- Column Shifter
- Engine Hour Idle Meter
- Engine Hour Meter
- Engine Oil Cooler
- Suspension – Independent Front & Rear
- Transmission – 10-Speed Automatic
- Transmission Oil Cooler

EXTERIOR

- Exhaust True Dual (down-turned)
- Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
- Headlamps – Automatic, LED Low -and-High Beam
 - Pre-molded Side Warning LED Holes (does not include LED Warning Modules)
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Power Mirror Glass, Manual Folding with Integrated Spotter
- Spare – Full Size 18" Tire w/TPMS
- Tail lamps – LED
- Tires – 245/60R18 A/S BSW
- Wheels – 18" Painted Black Steel with Stainless Steel Hub Cover

SAFETY / SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control®)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes with Traction Control
- Brakes – Police Calibrated High-Performance
- Belt-Minder® (Front Driver / Passenger)
- Individual Tire Pressure Monitoring System
- Rearview Camera with Washer, Viewable in 4.2" Center Stack
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

FUNCTIONAL

- Audio
 - AM/FM / CD / MP3 Capable / Clock / 4-speakers
 - Bluetooth® interface - Includes hands-free voice command support (compatible with most Bluetooth connected mobile devices)
 - UBS Port (1)
 - 4.2" Color LCD Screen Center-Stack "Smart Display"
- Easy Fuel® Capless Fuel-Filler
- Ford Telematics™ – Includes Fleet Telematics Modem and complimentary 2-year subscription
- Front Door Tether Straps (driver/passenger)
- Power Pigtail Harness
- Front Recovery Tow Hook Provision (1)
- Two-Way Radio Pre-Wire
- Two (2) 50 amp battery power circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

INTERIOR / COMFORT

- Cargo Hooks in Cargo Area
- Dual-Zone Electronic Automatic Temperature Control
- Power Door Locks
 - Power Windows with Driver Control Feature
- Fixed Pedals (Driver Dead Pedal)
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/Non-Illuminated
- Lighting
 - Overhead Console
 - Red/White Task Lighting in Overhead Console
 - 3rd row overhead map light
- Mirror – Day/Night Rear View
- Particulate Air Filter
- Powerpoints – (1) First Row
- Rear-Window Defrost
- Scuff Plates – Front & Rear
- Seats
 - 1st Row Police Grade Cloth Trim, Dual Front Buckets
 - 1st Row – Driver 6-way Power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar)
 - 1st Row – Passenger 2-way manual track (fore/aft. with manual recline)
 - Built-in steel intrusion plates in both driver/passenger seatbacks
 - 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Cruise Control
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel – Tilt / Telescoping and 4 user – configurable switches
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment

OPTIONS INCLUDED

- Gasoline Engine (99B / 44U)
- All Wheel Drive (K8A)
- Interior Lights Disabled, Dark Mode (43D)
- Driver's Side LED Spotlight (51R*)
- Ignition Override System (SID**)
- Tail Lamp Lighting Solution (66B)
- Rear Hatch Timer, Delete (18D)
- 5 Year / 100,000 Miles Powertrain Extended Warranty

☐ *Upgrade to Whelen Red/White LED Spotlight (includes Red/White Warning Mode, 5 Year Warranty) **ADD: \$130.00**

☐ **Upgrade to Ford Factory Secure Idle (47A - includes 3 year / 36,000 mile Ford Warranty) **ADD: \$260.00**

2020 POLICE INTERCEPTOR UTILITY COLORS, SEATING, LICENSING

| SERIES | OPTION CODE | CHARGE | SELECTION |
|---|-------------|----------------|-------------------------------------|
| 2020 AWD Utility Police Interceptor, 3.3L Gasoline, 136-MPH Top Speed | 99B/44U | \$33,770.00 | <input checked="" type="checkbox"/> |
| 2020 AWD Utility Police Interceptor, 3.3L Hybrid, 136-MPH Top Speed | 99W/44B | Add \$3,375.00 | <input type="checkbox"/> |
| 2020 AWD Utility Police Interceptor, 3.0L EcoBoost, 148-MPH Top Speed | 99C/44U | Add \$4,275.00 | <input type="checkbox"/> |

| EXTERIOR COLOR | PAINT CODE | CHARGE | SELECTION |
|----------------------------------|------------|------------|-------------------------------------|
| Medium Brown Metallic | BU | Add \$0.00 | <input type="checkbox"/> |
| Arizona Beige Metallic Clearcoat | E3 | Add \$0.00 | <input type="checkbox"/> |
| Vermillion Red | E4 | Add \$0.00 | <input type="checkbox"/> |
| Blue Metallic | FT | Add \$0.00 | <input type="checkbox"/> |
| Agate Black | UM | Add \$0.00 | <input checked="" type="checkbox"/> |
| Smokestone Metallic | HG | Add \$0.00 | <input type="checkbox"/> |
| Kodiak Brown Metallic | J1 | Add \$0.00 | <input type="checkbox"/> |
| Dark Toreador Red Metallic | JL | Add \$0.00 | <input type="checkbox"/> |
| Norsea Blue Metallic | KR | Add \$0.00 | <input type="checkbox"/> |
| Dark Blue | LK | Add \$0.00 | <input type="checkbox"/> |
| Royal Blue | LM | Add \$0.00 | <input type="checkbox"/> |
| Light Blue Metallic | LN | Add \$0.00 | <input type="checkbox"/> |
| Silver Grey Metallic | TN | Add \$0.00 | <input type="checkbox"/> |
| Sterling Grey Metallic | UJ | Add \$0.00 | <input type="checkbox"/> |
| Iconic Silver Metallic | JS | Add \$0.00 | <input type="checkbox"/> |
| Medium Titanium Metallic | YG | Add \$0.00 | <input type="checkbox"/> |
| Oxford White | YZ | Add \$0.00 | <input type="checkbox"/> |

| INTERIOR SEATING | SEATING | CHARGE | SELECTION |
|---|-------------|-------------|--------------------------|
| Cloth Front Buckets / Vinyl Rear <ul style="list-style-type: none"> • Front - Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power Track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar) • Passenger - 2-way Manual Track (fore/aft. with manual recline) • Rear - 60/40 Split Vinyl | 96 Standard | Standard | <input type="checkbox"/> |
| Cloth Front Buckets / Cloth Rear <ul style="list-style-type: none"> • Front - Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power Track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar) • Passenger - 2-way Manual Track (fore/aft. with manual recline) • Rear - 35/30/35 Split Cloth | F6 Optional | Add \$60.00 | <input type="checkbox"/> |

| OPTIONAL UTILITY DELETIONS | CODE | CHARGE | SELECTION |
|-----------------------------------|------|-----------------|--------------------------|
| • Delete Driver's Side Spotlight | DDSS | Credit \$100.00 | <input type="checkbox"/> |
| • Delete Ignition Override System | DIOS | Credit \$100.00 | <input type="checkbox"/> |

| LICENSE, TITLE FEE AND DELIVERY | | CHARGE | SELECTION |
|--|---|-------------------|-------------------------------------|
| M | - | Add \$225.00 | <input type="checkbox"/> |
| MP | - | Add \$225.00 | <input checked="" type="checkbox"/> |
| Sheriff | - | Add \$225.00 | <input type="checkbox"/> |
| Delivery - Single Unit | - | Add \$300.00 | <input type="checkbox"/> |
| Delivery - Multiple Units | - | Add \$250.00 each | <input type="checkbox"/> |
| Agency Pick-up in Greenfield, Illinois - Does Not Include Fuel | - | \$0.00 | <input type="checkbox"/> |
| Agency Pick-up in Greenfield, Illinois with Full Tank of Fuel | - | Add \$70.00 | <input type="checkbox"/> |

2020 POLICE INTERCEPTOR UTILITY OPTIONAL EQUIPMENT

| OPTIONAL EQUIPMENT | OPTION CODE | CHARGE | SELECTION |
|--|-------------|--------------|--------------------------|
| INTERIOR UPGRADE OPTION | | | |
| <ul style="list-style-type: none"> • 1st and 2nd Row Carpet Floor Covering • Cloth Seating, Front and Rear • Center Floor Console less shifter w/unique Police console finish plate • Includes Console and Top Plate with 2 cup holders • Floor Mats, front and rear (carpeted) • Deletes the standard console mounting plate (85D) • SYNC® 3 <ul style="list-style-type: none"> ◦ Enhanced Voice Recognition Communications and Entertainment System ◦ 4.2" Color LCD Screen Center-Stack "Smart Display" ◦ AppLink® ◦ 911 Assist® <p>Note: Non-SYNC Bluetooth® interface is standard; 65U replaces standard Bluetooth® Interface with SYNC®</p> <p>Note: SYNC® AppLink® lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and AppLink® software.</p> | 65U | Add \$390.00 | <input type="checkbox"/> |
| FRONT HEADLAMP LIGHTING SOLUTION | | | |
| <ul style="list-style-type: none"> • Includes LED Low beam/High beam headlamp, Wig-Wag function and (2) Red/Blue/White LED side warning lights in each headlamp (driver's side White/Red / passenger side White/Blue) | 66A | Add \$860.00 | <input type="checkbox"/> |
| TAIL LAMP / POLICE INTERCEPTOR HOUSING ONLY | | | |
| <ul style="list-style-type: none"> • Pre-existing holes with standard twist lock sealed capability (does not include LED Warning) (eliminates need to drill housing assemblies) | 86T | Add \$60.00 | <input type="checkbox"/> |
| REAR LIGHTING SOLUTION | | | |
| <ul style="list-style-type: none"> • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate • LED lights only. Wiring, controller "not" included. | 66C | Add \$460.00 | <input type="checkbox"/> |
| ULTIMATE WIRING PACKAGE | | | |
| <ul style="list-style-type: none"> • Rear console mounting plate (85R) – contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear cargo area (overlay) <ul style="list-style-type: none"> ◦ Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) ◦ One (1) 10-amp siren/speaker circuit engine compartment • Rear hatch/cargo area wiring – supports up to six (6) rear LED lights • Does "not" include LED lights, side connectors or controller <ul style="list-style-type: none"> ◦ Recommend Police Wire Harness Connector Kit 67V | 67U | Add \$560.00 | <input type="checkbox"/> |
| POLICE WIRE HARNESS CONNECTOR KIT - FRONT/REAR | | | |
| <ul style="list-style-type: none"> • For connectivity to Ford PI Package solutions includes (FRONT): <ul style="list-style-type: none"> ◦ (2) Male 4-pin connectors for siren ◦ (5) Female 4-pin connectors for lighting/siren/speaker ◦ (1) 4-pin IP connector for speakers ◦ (1) 4-pin IP connector for siren controller connectivity ◦ (1) 8-pin sealed connector ◦ (1) 14-pin IP connector • For connectivity to Ford PI Package solutions includes (REAR): <ul style="list-style-type: none"> ◦ (2) Male 4-pin connectors for siren ◦ (5) Female 4-pin connectors for lighting/siren/speaker ◦ (1) 4-pin IP connector for speakers ◦ (1) 4-pin IP connector for siren controller connectivity ◦ (1) 8-pin sealed connector ◦ (1) 14-pin IP connector <p>Note: See upfitters guide for further detail at www.fordpoliceinterceptorupfit.com</p> | 67V | Add \$230.00 | <input type="checkbox"/> |

2020 POLICE INTERCEPTOR UTILITY OPTIONAL EQUIPMENT

| KEY EXTERIOR OPTIONS | OPTION CODE | CHARGE | SELECTION |
|---|-------------|----------------|-------------------------------------|
| LAMPS / LIGHTING | | | |
| • Daytime Running Lamps | 942 | Add \$50.00 | <input type="checkbox"/> |
| • Switchable Red/White Lighting in Cargo Area (deletes 3rd row overhead map light) | 17T | Add \$60.00 | <input type="checkbox"/> |
| • Front Warning Auxiliary LED Lights (Driver side – Red / Passenger side – Blue) Note: Requires 60A | 21L | Add \$550.00 | <input type="checkbox"/> |
| • Front Interior Visor Light Bar (LED) | FST | Add \$1,080.00 | <input type="checkbox"/> |
| • Whelen FST Front Inner Edge Trio (Red/Blue/White), 5 Year Warranty | | | |
| • Pre-wiring for grille LED lights, siren and speaker | 60A | Add \$50.00 | <input type="checkbox"/> |
| • Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel) • LED lights only. Wiring, controller "not" included. | 43A | Add \$420.00 | <input type="checkbox"/> |
| • Whelen Rear Quarter Glass Side Warning LED Lights (Duo Red/Blue) • LED lights only. Wiring, controller "not" included. | 63L | Add \$570.00 | <input type="checkbox"/> |
| • Interior Rear LED Light Bar • Whelen RST Rear Trio (Red/Blue/Amber) Inner Edge, 5 Year Warranty | RST | Add \$1,180.00 | <input type="checkbox"/> |
| • Side Marker LED – Sideview Mirrors (Driver side – Red / Passenger side – Blue) • Located on backside of exterior mirror housing • LED lights only. Wiring, controller "not" included. | 63B | Add \$290.00 | <input type="checkbox"/> |
| BODY | | | |
| • Glass – Solar Tint 2nd Row, Rear Quarter and Liftgate Window (Deletes Privacy Glass) | 92G | Add \$120.00 | <input type="checkbox"/> |
| • Glass – Solar Tint 2nd Row Only, Privacy Glass on Rear Quarter and Liftgate Window | 92R | Add \$90.00 | <input type="checkbox"/> |
| • Underbody Deflector Plate (engine and transmission shield) | 76D | Add \$360.00 | <input type="checkbox"/> |
| WHEELS | | | |
| • Wheel Covers (18" Full Face Wheel Cover) | 65L | Add \$60.00 | <input type="checkbox"/> |
| • 18" Painted Aluminum Wheel Note: Spare wheel is an 18" conventional (Police) black steel wheel. | 64E | Add \$480.00 | <input type="checkbox"/> |
| AUDIO / VIDEO | | | |
| • 12.1" Integrated Computer Screen ◦ Includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area ◦ Includes Audio Video Extender (AVX) box, (2) AVX cables, (2) USB cables and (1) HDMI cable ◦ Includes SYNC 3® Note: Late availability | 54E | Add \$2,680.00 | <input type="checkbox"/> |
| • Rear View Camera displayed in rear view mirror (Includes Electrochromic Rear View Mirror) Note: This option replaces the standard display in the center stack area. Note: Camera can only be displayed in the center stack (std) "OR" the rear view mirror (87R) | 87R | No Charge | <input type="checkbox"/> |
| • Rear Camera On-Demand – allows driver to enable rear camera on-demand | 19V | Add \$240.00 | <input type="checkbox"/> |
| DOORS / LOCKS | | | |
| • Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) Note: Not available with 68G – includes all content of 68G Note: Locks/windows operable from driver's door switches only | 52P | Add \$160.00 | <input type="checkbox"/> |
| • Rear-Door controls Inoperable (locks, handles and windows) Note: Locks/windows operable from driver's door switches only | 68G | Add \$75.00 | <input checked="" type="checkbox"/> |
| • Remote Keyless-Entry Key Fob (w/o Keypad) – (includes 4-key fobs) Note: Available with Keyed Alike, however, key fobs are "not" fobbed alike when ordered with Keyed Alike | 55F | Add \$320.00 | <input checked="" type="checkbox"/> |
| KEYS (can be ordered with Remote Keyless Entry 55F) | | | |
| • Keyed Alike – 1435x | 59E | Add \$60.00 | <input checked="" type="checkbox"/> |
| • Keyed Alike – 1284x | 59B | Add \$60.00 | <input type="checkbox"/> |
| • Keyed Alike – 0135x | 59D | Add \$60.00 | <input type="checkbox"/> |
| • Keyed Alike – 0576x | 59F | Add \$60.00 | <input type="checkbox"/> |
| • Keyed Alike – 1111x | 59J | Add \$60.00 | <input type="checkbox"/> |
| • Keyed Alike – 1294x | 59C | Add \$60.00 | <input type="checkbox"/> |
| • Keyed Alike – 0151x | 59G | Add \$60.00 | <input type="checkbox"/> |

2020 POLICE INTERCEPTOR UTILITY OPTIONAL EQUIPMENT

| KEY EXTERIOR OPTIONS (cont.) | OPTION CODE | CHARGE | SELECTION |
|---|-------------|----------------|-------------------------------------|
| FLOORING / SEATS | | | |
| • 1st and 2nd row carpet floor covering | 16C | Add \$125.00 | <input type="checkbox"/> |
| • Front & Rear WeatherTech Floor Liners | WTECH | Add \$180.00 | <input type="checkbox"/> |
| • Power passenger seat (8-way) w/2-way manual recline and lumbar) | 87P | Add \$320.00 | <input type="checkbox"/> |
| • Rear Center Seat Delete | 85S | No Charge | <input type="checkbox"/> |
| ◦ Deletes the center section of the 2nd row seat | | | |
| ◦ Includes molded trim floor panel in lieu of center seat section | | | |
| • Rear Console Plate Conduit | 85R | Add \$45.00 | <input type="checkbox"/> |
| SAFETY & SECURITY | | | |
| • Ballistic Door-Panels (Level III) – Driver Front-Door Only ¹ | 90D | Add \$1,590.00 | <input type="checkbox"/> |
| • Ballistic Door-Panels (Level III+) – Driver & Pass Front-Doors ¹ | 90E | Add \$3,190.00 | <input type="checkbox"/> |
| • Ballistic Door-Panels (Level IV+) – Driver Front-Door Only ² | 90F | Add \$2,390.00 | <input type="checkbox"/> |
| • Ballistic Door-Panels (Level IV+) – Driver & Pass Front-Doors ² | 90G | Add \$4,790.00 | <input type="checkbox"/> |
| • BLIS® – Blind Spot Monitoring with Cross-Traffic Alert | 55B | Add \$570.00 | <input type="checkbox"/> |
| • Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking. | 68B | Add \$685.00 | <input type="checkbox"/> |
| • Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) Note: Not available with option 96W | 76P | Add \$170.00 | <input type="checkbox"/> |
| • Mirrors – Heated Sideview | 549 | Add \$60.00 | <input checked="" type="checkbox"/> |
| • Perimeter Anti-Theft Alarm | 593 | Add \$130.00 | <input type="checkbox"/> |
| ◦ Activated by Hood, Door or Liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn | | | |
| ◦ Requires Keyless-Entry Key Fob (55F) | 47A | Add \$260.00 | <input checked="" type="checkbox"/> |
| • Police Engine Idle feature (Ford Factory Ignition Override System) | | | |
| ◦ This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling. (3 year / 36,000 mile warranty) | | | |
| • Reverse Sensing | 76R | Add \$275.00 | <input type="checkbox"/> |
| MISCELLANEOUS | | | |
| • Aux Air Conditioning Note: Recommended for K9 Use | 17A | Add \$610.00 | <input type="checkbox"/> |
| • Additional Noise Suppression Bonds, Ground Straps | 60R | Add \$100.00 | <input type="checkbox"/> |
| • Engine Block Heater | 41H | Add \$90.00 | <input type="checkbox"/> |
| • Class III Trailer Tow Lighting Package (4-pin and 7-pin connectors and wiring) | 52T | Add \$90.00 | <input type="checkbox"/> |
| • H8 AGM Battery (850 CCA/92-amp) | 19K | Add \$120.00 | <input type="checkbox"/> |
| • Rear Bumper Step Pad | 16P | Add \$90.00 | <input type="checkbox"/> |
| • 100 Watt Siren/Speaker | 18X | Add \$290.00 | <input type="checkbox"/> |

¹ Tested and meets the requirements of NIJ Standard 0108.01 Level III:

- 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr)

Per LAPD requirements, they're also designed to withstand special threat rounds:

- 7.62 x 39 mm MSC 7.9g (Type 56)
- 5.56 x 45 mm M193 3.36g
- 5.56 x 45mm M855 4g

² Tested and meets the requirements of NIJ Standard 0108.01 Level IV:

- .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g)

Designed to withstand special threat rounds:

- 7.62 x 54R LPS 9.65g
- 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr)

In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed in footnote 2.

POLICE VEHICLE WARNING EQUIPMENT AND PACKAGES

| WARNING EQUIPMENT AND PACKAGES | CHARGE | SELECTION |
|--|----------------------|--------------------------|
| Basic Patrol Package <ul style="list-style-type: none"> • Whelen Liberty II 48" LED Light Bar • Integrated Alley Lights, Take downs with Flash • Integrated Traffic Advisor • Full Feature Siren w/ Light Controls, PA (Whelen) • 100 Watt Siren Speak w/Bracket (Whelen) • 4 LED Corner Lights, 2-Front 2-Rear (Whelen) • Custom Equipment Console • 3 Outlet 12 Volt Strip, Cupholders • Light Bar Mounting Kit • Installation of One Customer Supplied, 2-Way Radio and Antenna • All Parts, Labor, and Professional Installation | Add \$5,280.00 | <input type="checkbox"/> |
| Upgrade Light Bar to Whelen Legacy Model | Add \$770.00 | <input type="checkbox"/> |
| Slick Top Package <ul style="list-style-type: none"> • Interior LED's in lieu of Light Bar; Includes Whelen FST Trio & RST Trio | Add \$5,280.00 | <input type="checkbox"/> |
| Two Whelen Micron LED Grill Lights (standard with Slick Top Package) | Add \$280.00 | <input type="checkbox"/> |
| Whelen LINV2 180 Degree Under Mirror Side Warning | Add \$490.00 | <input type="checkbox"/> |
| Whelen Tracer Lower Side Warning | Add \$1,780.00 | <input type="checkbox"/> |
| Prisoner Partition - Sliding Center Window, XL Space Saver, Center Weapons Recess | Add \$930.00 | <input type="checkbox"/> |
| Supply & Install LED Light in Prisoner Area | Add \$160.00 | <input type="checkbox"/> |
| Rear Window Armor, 2nd Row | Add \$290.00 | <input type="checkbox"/> |
| Dual Weapons Rack w/Timer; AR/870 Setina Vaultlock or Pro Gard Tri-Lock | Add \$580.00 | <input type="checkbox"/> |
| Push Bumper with 4 Ion LED Warning Lights | Add \$980.00 | <input type="checkbox"/> |
| Rear Prisoner Seat w/ Cargo Barrier | Add \$1,480.00 | <input type="checkbox"/> |
| Rear Cargo Barrier Only | Add \$670.00 | <input type="checkbox"/> |
| Computer Mount for Customer Supplied Docking Station (includes new charge guard) | Add \$490.00 | <input type="checkbox"/> |
| Install Additional Radio | Add \$90.00 each | <input type="checkbox"/> |
| Install Video* Camera System | Add \$490.00 | <input type="checkbox"/> |
| Install Radar* System | Add \$90.00 | <input type="checkbox"/> |
| Locking Dual-Drawer Rear Cargo Storage Cabinet | Add \$2,360.00 | <input type="checkbox"/> |
| Lund Loft Rear Overhead Weapon/Electronics Storage Vault | Starting at \$895.00 | <input type="checkbox"/> |

Custom Programming Available at an Additional \$90.00 per Hour

*Customer Supplied Video and Radar Must Include Vehicle Specific Mounting Kit

MORROW BROTHERS FORD INC. TRADE INFORMATION

CONTACT: Richie M. Wellenkamp

PHONE: 1-217-368-3037

FAX: 1-217-368-3517

ORDERING AGENCY: _____ CONTACT: _____

ADDRESS: _____ CITY: _____

PHONE NUMBER: _____ FAX NUMBER: _____

TRADE VALUE (MORROW BROTHERS USE ONLY) \$ _____

TRADE-IN VEHICLE INFORMATION

YEAR _____ MAKE _____ MODEL / BODY STYLE _____

COLOR _____ VIN # _____

ENGINE _____ TRANSMISSION _____ MILEAGE _____

FRONT WHEEL DRIVE _____ ALL-WHEEL DRIVE _____ 4X4 TRUCK _____ 2WD TRUCK _____

HAS THIS VEHICLE BEEN USED AS A K9 UNIT?

LIST ANY BODY DAMAGE:

LIST ANY MECHANICAL PROBLEMS OR DEFECTS:

YOU MAY E-MAIL PICTURES TO: richie@morrowbrothersfordinc.com

WE WILL TRADE FOR ANYTHING!



Memorandum

To: Mayor and City Council
From: Eric Dhuse, Director of Public Works
Carri Parker, Purchasing Manager
CC: Bart Olson, Administrator
Date: July 22, 2020
Subject: Public Works Lawn Mower Purchase

Summary

Discussion of the purchase of one (1) Z Master lawn mower.

Background

The Public Works Department maintains approximately 23 acres of grass areas such as boulevards, trails, city-owned properties, lift stations, and water treatment plants. Next year, this amount will nearly double to 44 acres when the City is responsible for the maintenance of the trails along the Rt. 34 west project.

Currently, public works have a 2013 Toro 60" mower and a 2015 Kubota 54" mower to maintain 23 acres. Both mowers are past their useful life and are becoming very unreliable. Staff has weekly breakdowns with both mowers. Already this season, staff has had to rent a mower for a week while one was being repaired. In order to maintain these areas efficiently, staff needs a minimum of two mowers working consistently.

There are two (2) mowers listed in the approved FY2021 budget in the PW Equipment Capital Fund for \$31,000. Staff is recommending the purchase of one of the two budgeted mowers. This will provide staff a good comfort level that allows continued lawn maintenance throughout the season. Staff anticipates purchasing the second mower after the season has commenced. With the increase of the acreage next year, staff will request a third mower in the FY2022 budget. By having multiple mowers, it reduces the usage hours, increasing the equipment's lifespan, and reducing the amount of repairs needed in the future.

The City has purchased Toro mowers previously. Toro products are built for commercial use, reliable, and parts are readily accessible. Staff would like to continue using Toro products for ease of use, and staff can perform all routine maintenance and most repairs. This knowledge reduces the additional costs over the life of the mower. Staff has selected a Toro Z Master Series mower.

Recommendation

Staff is ready to move forward with the purchase of a 2020 Toro Z Master Series mower in the amount not to exceed \$10,500.

Attachments

- Exhibit A – Reinders, Inc. Quote
- Exhibit B – Equipment Specifications



RussoPower.com

1636 North Aurora Road
Naperville, IL 60563
630-219-2440

Sales Quote

SQ10035433

Page 1 of 1

Bill-to

City of Yorkville
Scott Sleezer
800 Game Farm Road
Yorkville, IL 60560

Ship-to

City of Yorkville
Scott Sleezer
800 Game Farm Road
Yorkville, IL 60560

Quote Details

Customer ID 1039079
Customer PO SCOTT MOWERS
Sales Rep Paul Stebel
Document Date 7/23/2020
Shipment Method Delivery
Terms Net 25 EOM

| Item No. | Description | Qty | List Price | Unit Price | Line Amount |
|----------|---|-----|------------|------------|-------------|
| 72945TOR | Ride Mower / 72" / 26.5hp KohEFI /Z-Mstr 5000/Susp | 0 | 15,348.00 | 10,498.00 | 0.00 |

Place your orders without the need to be in our stores!

Call, text, or email us! Keep your business running by communicating your orders electronically and arrange for delivery or will-call pick up. Be sure to utilize this as an alternative option to visiting one of our Chicagoland locations.

Visit RussoPower.com for more details.

Prices reflected on this quote are valid for 15 days

Signature : _____

| | |
|-----------------|-------------|
| Subtotal | 0.00 |
| Discount | 0.00 |
| Tax | 0.00 |
| Total | 0.00 |

Z MASTER®

5000 SERIES
REAR DISCHARGE
MOWERS



NEED A PRODUCTIVITY EDGE?
Our rear discharge models let operators trim on either side of the deck while keeping sidewalks and flowerbeds clipping-free.

SAVE TIME AND CLEANUP with the rear discharge deck design that drops clippings within the path of the mower.

GAIN FUEL EFFICIENCY with Kohler® Command PRO® engines featuring electronic fuel injection (EFI).



5.5–6.5 MAXIMUM ACRES PER HOUR

Maximum acres per hour based on 90% efficiency (MPH x width of cut). Actual productivity dependent upon conditions.



REAR DISCHARGE

Two blades rotate clockwise and one blade rotates counter-clockwise to spread clippings evenly through the rear discharge tunnel, saving time and cleanup.



ANTI-SCALPING SYSTEM

Durable, adjustable side bumpers protect the mower while enhancing deck flotation over uneven surfaces.



RUGGED PERFORMANCE

Highly productive in taller grass and weed conditions.

| | 72943 [†] | 72945 [†] |
|---------------------------------|--|--|
| POWER SYSTEM | | |
| Commercial Engines at 3600 RPM* | 25 hp Kohler Command PRO EFI (747cc) | 26.5 hp Kohler Command PRO EFI (747cc) |
| Starter | Electric | Electric |
| Heavy-Duty Canister Air Cleaner | Standard | Standard |
| Drive Tires | 24" x 12" – 12" (61 x 30.5 – 30.5 cm) | 24" x 12" – 12" (61 x 30.5 – 30.5 cm) |
| Caster Tires | 13" x 6.5" – 6" (33 x 16.5 – 15.2 cm) Flat-Free Semi-Pneumatic | 13" x 6.5" – 6" (33 x 16.5 – 15.2 cm) Flat-Free Semi-Pneumatic |
| Fuel/Capacity | Gas/12-Gal (45.4 L) | Gas/12-Gal (45.4 L) |
| Hour Meter | Smart Hour Meter | Smart Hour Meter |
| Hydraulic Drive System | Unitized Pumps & Wheel Motors | Unitized Pumps & Wheel Motors |
| Pump | 12cc/rev (shock valves) | 12cc/rev (shock valves) |
| Wheel Motor | 14.6 cir | 14.6 cir |
| Maximum Forward Speed | 10 mph (16.1 km/h) | 10 mph (16.1 km/h) |
| Clutch | Electromagnetic | Electromagnetic |

| | | |
|--------------------------------------|--|--|
| MOWING DECKS | | |
| Deck Size | 60" (152.4 cm) | 72" (182.9 cm) |
| Cutting Deck | 7-Gauge TURBO FORCE® Rear Discharge | 7-Gauge TURBO FORCE® Rear Discharge |
| Bullnose Bumper | Standard | Standard |
| Adjustable Discharge Baffle | - | - |
| Rubber Discharge Chute | - | - |
| Deck Lift Design | Extension Spring | Extension Spring |
| Spindle Housings | 9" (22.9 cm) Dia. Cast Aluminum | 9" (22.9 cm) Dia. Cast Aluminum |
| 1" (2.5 cm) Heavy-Duty Spindle Shaft | Standard | Standard |
| Spindle Bearings | Maintenance-Free | Greaseable |
| Cutting Height | 1.0" – 5.5" (2.5 – 14 cm) | 1.0" – 5.5" (2.5 – 14 cm) |
| Blades | 204" (.5 cm) Heat-Treated Steel | 204" (.5 cm) Heat-Treated Steel |
| Blade Tip Speed | 18,500+ ft/min | 18,500+ ft/min |
| Belt Construction | Aramid Fiber V-Belt | Aramid Fiber V-Belt |
| Anti-Scalp Rollers | 2 Side Bumpers/4 Rollers | 2 Side Bumpers/4 Rollers |
| Carrier Frame Construction | 3" x 1.5" x 10-Gauge (7.6 cm x 3.8 cm x 10-Gauge) | 3" x 1.5" x 10-Gauge (7.6 cm x 3.8 cm x 10-Gauge) |

| | | |
|------------------------|---|---|
| FEATURES | | |
| Steering Controls | 1-5/8" (4.1 cm) Diameter Grips; Adjustable, Dampened | 1-5/8" (4.1 cm) Diameter Grips; Adjustable, Dampened |
| Operator Seat | Deluxe Suspension with 3-D Isolation Mounts | Deluxe Suspension with 3-D Isolation Mounts |
| Arm Rests | Standard | Standard |
| Seat Suspension System | Standard | Standard |
| Folding ROPS | Standard | Standard |
| Storage Compartment | Standard | Standard |
| Foot Pedal Deck Lift | Standard | Standard |
| Z Stand | Optional | Optional |
| Floor Pan | Pierced, Extruded Tread; No-Tools Deck Access | Pierced, Extruded Tread; No-Tools Deck Access |

| | | | | |
|---------------------------------|------------|----------|------------|----------|
| WEIGHTS AND MEASUREMENTS | | | | |
| Weight | 1,271 lbs. | 576.5 kg | 1,335 lbs. | 605.5 kg |
| ROPS Height (Folded) | 46.8" | 118.9 cm | 46.8" | 118.9 cm |
| ROPS Height (Upright) | 70.5" | 179.1 cm | 70.5" | 179.1 cm |
| Deck Clearance Width | 66.3" | 168.4 cm | 78.3" | 198.9 cm |
| Deflector Width | N/A | N/A | N/A | N/A |
| Length | 87.3" | 221.7 cm | 87.3" | 221.7 cm |

* The gross horsepower of these gasoline engines was laboratory rated at 3600 rpm by the engine manufacturer in accordance with SAE J1940 or SAE J1995. As configured to meet safety, emission and operating requirements, the actual engine horsepower on these mowers will be significantly lower.

[†]CARB compliant model or model available.



Memorandum



To: Yorkville City Council
From: Tim Evans, Director of Parks and Recreation
CC: Scott Sleezer, Supt. of Parks
Carri Parker, Purchasing Manager
Date: July 20, 2020
Subject: Approval to purchase a lawn mower for the Parks & Recreation Department

Subject

Approval to purchase a lawn mower for the Parks & Recreation Department.

Background

The City's Parks & Recreation Department maintains nearly 250 acres of open green space throughout the City of Yorkville. To sustain the level of maintenance that the residents of Yorkville have come to expect, Parks staff uses seven (7) different types of mowers for the three (3) designated mowing routes for all of the open grass space throughout the City.

Over the last few years, Parks staff has done everything possible to keep a twelve (12) year old 4000D Wing 10-12-foot cut lawn mower safely running. Unfortunately, this mower has reached the end of its useful life span. This specific mower is especially vital to City operations as it allows staff to mow the City's large park sites, such as Beecher and Bristol Bay, more efficiently. Without this lawn mower, it would be nearly impossible to mow high traffic and large park sites effectively, increasing the amount of time spent on caring for these locations resulting in additional staff time costs.

Staff has established an equipment replacement schedule that would replace these large, wing-style mowers approximately every 10 years. Staff is recommending the replacement of a 2008 Toro 4000-D wing mower (image attached). If replaced, the old mower would be used for parts.

The purchase amount for a new Groundmaster 4000-D wing lawn mower is \$52,887.63. Attached is a quote from Reinders, Inc. Reinders, Inc. is a Toro dealer that is able to provide pricing based on the Toro State contract. This purchase is exempt from the competitive bidding process as part of the cooperative purchasing agreement with the State in accordance with City Code Section 1-7-3 (C).

This purchase is allocated in the approved FY2021 Parks and Recreation Capital Account. The amount budgeted in the account for FY2021 is \$70,000.

Recommendation

Staff recommends the City Council authorize a resolution to purchase the Groundmaster 4000-D Wing Lawn Mower from Reinders, Inc. in the amount of \$52,887.63.

Attachments

- Exhibit A – Reinders, Inc. Quote
- 2020 Groundmaster 4000-D Wing Mower
- 2008 Toro 4000-D Wing Mower Image
- Resolution



Whitey Anderson, SCPS
Territory Manager
911 Tower Road
Mundelein, IL 60060
Cell (630) 251-4832
Fax (847) 678-5511
wanderson@reinders.com

Acct #: 365726
City of Yorkville
800 Game Farm Road
Yorkville IL 60560

Attn: Scott Sleezer

| | |
|------------------------------|------------------------------|
| <u>Quote ID</u> | Quotes Good for 30 days |
| <u>Quote Date</u> 7/20/20 | Tax Not Included In Quote |

PRICE QUOTATION

| <i>Qty</i> | <i>Model #</i> | <i>Description</i> | <i>Total</i> |
|------------|----------------|---------------------------|-------------------------------------|
| 1 | 30609 | Groundsmaster 4000-D (T4) | Illinois State Contract \$52,887.63 |
| | | | Sub-Total \$52,887.63 |
| | | | Sales Tax \$0.00 |
| | | | Total \$52,887.63 |

Proposal Summary and Agreement

I am pleased to submit the attached proposal for your consideration

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the seller. All proposals and agreements are contingent on availability of product from the manufacturer. Typographical errors are subject to correction.

All prices quoted include delivery to your facility unless otherwise stated. The preceding pricing is valid for 30 days unless otherwise stated. Prices include assembly where applicable and accessibility to parts and service manuals. Timing at delivery may vary and is subject to manufacturer's availability. Purchaser is responsible for applicable taxes. All financed items will require lease documentation be returned to the finance company and approved for shipment by the lessor before delivery can be completed.

ORDER ACCEPTANCE AGREEMENT

By signing below, I am authorizing Reinders, Inc. to proceed with fulfilling the product order based on the quote I.D.# noted and that I have reviewed the quote in its entirety. Unless otherwise indicated I agree to accept delivery on the earliest date that this product can be shipped to our location(s). Any and all trades associated with this order will be ready for pick up at time of delivery of this order. **A 2.5% service fee will apply for all credit card transactions.**

Quote I.D. # _____ Accepted Equipment Delivery Date _____

Authorized Signature: _____

Print Name: _____

Date: _____

Whitey Anderson, SCPS
Territory Manager
Reinders, Inc.





TORO.

GROUNDMASTER
4000D



**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
AUTHORIZING THE PURCHASE OF ONE GROUNDMASTER 4000-D
LAWN MOWER FROM REINDERS, INC., MUNDELEIN, ILLINOIS IN
THE AMOUNT OF \$52,887.63.**

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

WHEREAS, pursuant to the Governmental Purchasing Act, 30 ILCS 525/1 *et. seq.* (the “Act”), the City determined it to be in its best interest to purchase one Groundmaster 4000-D Lawn Mower through the joint purchasing program of the State of Illinois; and

WHEREAS, after completion of the competitive procuring process as required by the Act, the State of Illinois awarded the contract to Toro Dealerships throughout the State. Reinders, Inc. of Mundelein, Illinois, is a Toro Dealership within the State of Illinois; and

WHEREAS, it is in the best interest of the City to approve the purchase the one Groundmaster 4000-D Lawn Mower as itemized on Exhibit A attached hereto from Reinders, Inc. of Mundelein, Illinois; and

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

Section 1: The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

Section 2: Pursuant the Act, the City Administrator is hereby authorized and directed to proceed with the purchase of the lawn mower as itemized on Exhibit A through Reinders, Inc. of Mundelein, Illinois through the State of Illinois.

Section 3: This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois this 28th day of July 2020.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2020.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVAR TARULIS _____

JASON PETERSON _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois
this ____ day of _____, A.D. 2020.

MAYOR

Attest:

CITY CLERK