



## United City of Yorkville

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

### AGENDA CITY COUNCIL MEETING Tuesday, May 25, 2021

**REVISED 5-21-21 @12:20 p.m.**

Revised agenda title for  
Mayor's Report Item #6

**7:00 p.m.**

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

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#### 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  
Matt Marek

#### WARD IV

Seaver Tarulis  
Jason Peterson

#### Establishment of Quorum:

#### Amendments to Agenda:

#### Presentations:

1. Swearing-in of New Patrol Officers: Anthony Nickels, Cali Caruso, and Mariesa Shapiama

#### Public Hearings:

Public hearing to report outcomes and provide interested parties an opportunity to express their views on the program activities and performance of the Community Development Block Grant (CDBG) Downstate Small Business Stabilization (DSBS) grants funded through the Illinois Department of Commerce and Economic Opportunity.

The total amount of funds awarded to address the needs of the businesses due to the COVID-19 emergency was \$173,750; and was used to assist the following businesses with working capital needs: BH Martial Arts, Idea Marketing Group, Inc., Fast Burrito, Inc., NDB Enterprises Inc. DBA Sunfield Restaurant, The IdeaPros Inc. DBA Logo Factory, Taekwondo Korea Center, Inc., Treasure Breads Inc., and Ginger and Soul Inc.

#### Citizen Comments on Agenda Items:

#### Consent Agenda:

1. Minutes of the Regular City Council – May 11, 2021
2. Bill Payments for Approval
  - \$ 286,561.58 (vendors – FY 21)
  - \$ 352,770.67 (vendors – FY 22)
  - \$ 314,678.39 (payroll period ending 5/14/21)
  - \$ 954,010.64 (total)
3. PW 2021-36 MFT Resolution for Bulk Rock Salt – *authorize the Mayor and City Clerk to execute*

**Consent Agenda (cont'd):**

4. PW 2021-39 2020 Striping Program – Request for Change in Plans and Final Payment Estimate –  
*approve the Request for Change in Plans and Engineer's Final Payment Estimate and authorize the Mayor to execute*

**Mayor's Report:**

1. CC 2021-28 Ordinance Approving an Economic Incentive Agreement between the United City of Yorkville and Grande Reserve (Chicago) ASLI VI, L.L.L.P.
2. CC 2021-29 Proclamation for National Safe Boating Week
3. CC 2021-30 Required Reporting to Municipality by Yorkville Police Pension Board
4. CC 2021-31 City Administrator Employment Agreement

**Public Works Committee Report:**

1. PW 2021-37 Elizabeth Street Water Main Easement Agreement
2. PW 2021-38 Resolution Authorizing Acceptance of a Bid from Frank Marshall Electric Midwest, LLC, Aurora, Illinois for the Beaver Street Pump Station Improvements in the Amount not to Exceed \$272,244.00.
3. PW 2021-40 Countryside Lift Station SCADA Upgrades
4. PW 2021-42 2021 Road to Better Roads Program – Additional Work

**Economic Development Committee Report:**

**Public Safety Committee Report:**

**Administration Committee Report:**

**Park Board:**

**Planning and Zoning Commission:**

**City Council Report:**

**City Clerk's Report:**

**Community and Liaison Report:**

**Staff Report:**

**Mayor's Report (cont'd):**

5. CC 2021-04 Prairie Pointe Building Update
6. CC 2021-32 Resolution Approving an Agreement with Cordogan Clark & Associates, Inc. (Design Contract for Prairie Pointe Renovations)

**Additional Business:**

**Citizen Comments:**

**Executive Session:**

**Adjournment:**

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## COMMITTEES, MEMBERS AND RESPONSIBILITIES

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### **ADMINISTRATION: June 16, 2021 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Milschewski	Finance
Vice-Chairman:	Alderman Funkhouser	Administration
Committee:	Alderman Transier	
Committee:	Alderman Tarulis	

### **ECONOMIC DEVELOPMENT: June 1, 2021 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Peterson	Community Development
Vice-Chairman:	Alderman Koch	Building Safety & Zoning
Committee:	Alderman Plocher	Planning & Zoning Commission
Committee:	Alderman Funkhouser	Kendall Co. Plan Commission

### **PUBLIC SAFETY: July 1, 2021 – 6:00 p.m. – City Hall Conference Room**

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

### **PUBLIC WORKS: June 15, 2021 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Marek	Public Works
Vice-Chairman:	Alderman Plocher	Engineering
Committee:	Alderman Koch	Parks and Recreation
Committee:	Alderman Peterson	



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### AGENDA CITY COUNCIL MEETING Tuesday, May 25, 2021 7:00 p.m.

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

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#### 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  
Matt Marek

#### WARD IV

Seaver Tarulis  
Jason Peterson

#### Establishment of Quorum:

#### Amendments to Agenda:

#### Presentations:

1. Swearing-in of New Patrol Officers: Anthony Nickels, Cali Caruso, and Mariesa Shapiama

#### Public Hearings:

Public hearing to report outcomes and provide interested parties an opportunity to express their views on the program activities and performance of the Community Development Block Grant (CDBG) Downstate Small Business Stabilization (DSBS) grants funded through the Illinois Department of Commerce and Economic Opportunity.

The total amount of funds awarded to address the needs of the businesses due to the COVID-19 emergency was \$173,750; and was used to assist the following businesses with working capital needs: BH Martial Arts, Idea Marketing Group, Inc., Fast Burrito, Inc., NDB Enterprises Inc. DBA Sunfield Restaurant, The IdeaPros Inc. DBA Logo Factory, Taekwondo Korea Center, Inc., Treasure Breads Inc., and Ginger and Soul Inc.

#### Citizen Comments on Agenda Items:

#### Consent Agenda:

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2. Bill Payments for Approval
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  - \$ 314,678.39 (payroll period ending 5/14/21)
  - \$ 954,010.64 (total)
3. PW 2021-36 MFT Resolution for Bulk Rock Salt – *authorize the Mayor and City Clerk to execute*



**Consent Agenda (cont'd):**

4. PW 2021-39 2020 Striping Program – Request for Change in Plans and Final Payment Estimate –  
*approve the Request for Change in Plans and Engineer's Final Payment Estimate and authorize the Mayor to execute*

**Mayor's Report:**

1. CC 2021-28 Ordinance Approving an Economic Incentive Agreement between the United City of Yorkville and Grande Reserve (Chicago) ASLI VI, L.L.L.P.
2. CC 2021-29 Proclamation for National Safe Boating Week
3. CC 2021-30 Required Reporting to Municipality by Yorkville Police Pension Board
4. CC 2021-31 City Administrator Employment Agreement

**Public Works Committee Report:**

1. PW 2021-37 Elizabeth Street Water Main Easement Agreement
2. PW 2021-38 Resolution Authorizing Acceptance of a Bid from Frank Marshall Electric Midwest, LLC, Aurora, Illinois for the Beaver Street Pump Station Improvements in the Amount not to Exceed \$272,244.00.
3. PW 2021-40 Countryside Lift Station SCADA Upgrades
4. PW 2021-42 2021 Road to Better Roads Program – Additional Work

**Economic Development Committee Report:**

**Public Safety Committee Report:**

**Administration Committee Report:**

**Park Board:**

**Planning and Zoning Commission:**

**City Council Report:**

**City Clerk's Report:**

**Community and Liaison Report:**

**Staff Report:**

**Mayor's Report (cont'd):**

5. CC 2021-04 Prairie Pointe Building Update
6. CC 2021-32 Design Contract for Prairie Pointe Renovations

**Additional Business:**

**Citizen Comments:**

**Executive Session:**

**Adjournment:**

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**COMMITTEES, MEMBERS AND RESPONSIBILITIES**

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**ADMINISTRATION: June 16, 2021 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>		<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Milschewski	Finance	Library
Vice-Chairman:	Alderman Funkhouser	Administration	
Committee:	Alderman Transier		
Committee:	Alderman Tarulis		

**ECONOMIC DEVELOPMENT: June 1, 2021 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>		<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Peterson	Community Development	Planning & Zoning Commission
Vice-Chairman:	Alderman Koch	Building Safety & Zoning	Kendall Co. Plan Commission
Committee:	Alderman Plocher		
Committee:	Alderman Funkhouser		

**PUBLIC SAFETY: July 1, 2021 – 6:00 p.m. – City Hall Conference Room**

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

**PUBLIC WORKS: June 15, 2021 – 6:00 p.m. – City Hall Conference Room**

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

UNITED CITY OF YORKVILLE  
WORKSHEET  
CITY COUNCIL  
**Tuesday, May 25, 2021**  
7:00 PM  
CITY COUNCIL CHAMBERS

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**AMENDMENTS TO AGENDA:**

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**PRESENTATIONS:**

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1. Swearing-in of New Patrol Officers: Anthony Nickels, Cali Caruso, and Mariesa Shapiama

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**PUBLIC HEARINGS:**

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1. Public hearing to report outcomes and provide interested parties an opportunity to express their views on the program activities and performance of the Community Development Block Grant (CDBG) Downstate Small Business Stabilization (DSBS) grants funded through the Illinois Department of Commerce and Economic Opportunity.

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**CITIZEN COMMENTS ON AGENDA ITEMS:**

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**CONSENT AGENDA:**

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1. Minutes of the Regular City Council – May 11, 2021

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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2. Bill Payments for Approval

☐ Approved \_\_\_\_\_

☐ As presented

☐ As amended

☐ Notes \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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3. PW 2021-36 MFT Resolution for Bulk Rock Salt

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_ ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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\_\_\_\_\_

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4. PW 2021-39 2020 Striping Program – Request for Change in Plans and Final Payment Estimate

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_ ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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\_\_\_\_\_

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**MAYOR'S REPORT:**

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1. CC 2021-28 Ordinance Approving an Economic Incentive Agreement between the United City of Yorkville and Grande Reserve (Chicago) ASLI VI, L.L.L.P.

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_ ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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2. CC 2021-29 Proclamation for National Safe Boating Week

☐ Approved: **Y** \_\_\_\_\_ **N** \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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3. CC 2021-30 Required Reporting to Municipality by Yorkville Police Pension Board

☐ Approved: **Y** \_\_\_\_\_ **N** \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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4. CC 2021-31 City Administrator Employment Agreement

☐ Approved: **Y** \_\_\_\_\_ **N** \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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## PUBLIC WORKS COMMITTEE REPORT:

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1. PW 2021-37 Elizabeth Street Water Main Easement

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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\_\_\_\_\_

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2. PW 2021-38 Resolution Authorizing Acceptance of a Bid from Frank Marshall Electric Midwest, LLC,  
Aurora, Illinois for the Beaver Street Pump Station Improvements in the Amount not to Exceed  
\$272,244.00

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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3. PW 2021-40 Countryside Lift Station SCADA Upgrades

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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4. PW 2021-42 2021 Road to Better Roads Program – Additional Work

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_ ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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**MAYOR'S REPORT (CONT'D):**

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5. CC 2021-04 Prairie Pointe Building Update

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_ ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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6. CC 2021-32 Design Contract for Prairie Pointe Renovations

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_ ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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**ADDITIONAL BUSINESS:**

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**CITIZEN COMMENTS:**

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Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<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:** Yorkville Downstate Small Business Stabilization Grant Program Public Hearing

**Meeting and Date:** City Council – May 25, 2021

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

### 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:

\_\_\_\_\_  
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Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<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

### Agenda Item Summary Memo

**Title:** Minutes of the Regular City Council – May 11, 2021

**Meeting and Date:** City Council – May 25, 2021

**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:

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**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, MAY 11, 2021**

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

Mayor Purcell stated that he has determined that under the Governor’s orders the meeting can be held with electronic attendance for the safety of the council members and the public and to help prevent the spread of the coronavirus.

**ROLL CALL**

City Clerk Pickering called the roll.

Ward I	Koch	Present
	Transier	Present
Ward II	Milschewski	Present
	Plocher	Present
Ward III	Funkhouser	Present
	Frieders	Present
Ward IV	Tarulis	Present
	Peterson	Present (electronic attendance)

Staff in attendance at city hall: City Clerk Pickering, City Administrator Olson, Chief of Police Jensen, Public Works Director Dhuse, Building Code Official Ratos, Facilities Manager Raasch, and Attorney Orr.

Staff in attendance electronically: 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/81279800318?pwd=N3BLUHNCa0h1VUcxdjQrTTh5WG9wZz09>. The Zoom meeting ID was 812 7980 0318.

**QUORUM**

A quorum was established.

**MAYOR’S REPORT**

**National Suicide Prevention + Action Month Proclamation**  
(CC 2021-22)

Mayor Purcell proclaimed the month of September as National Suicide Prevention + Action Month in the United City of Yorkville (*see attached*).

**Proclamation for Ward III Alderman Joel Frieders**  
(CC 2021-22)

Mayor Purcell read a proclamation recognizing Joel Frieders for his public service over the past eight years as Ward III Alderman and also for all of his work in starting the National Suicide Prevention Awareness Month Proclamation Project (*see attached*).

**COMMENTS BY MAYOR OR ALDERMEN**

Alderman Joel Frieders commented on his time on City Council. He said that he ran for office because he wanted the roads completed in his subdivision. It took six out of his eight years on council; however, the roads were completed. Mayor Purcell said that he appreciates the work Alderman Frieders has done during his time on council.

**ADJORNMENT OF SINE DIE (SESSION)**

Mayor Purcell entertained a motion to adjourn this session of the City Council. So moved by Alderman Frieders; seconded by Alderman Milschewski.

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

Session adjourned at 7:16 p.m.

**SWEARING-IN**

Ken Koch was sworn in as Ward I Alderman, Arden Joe Plocher was sworn in as Ward II Alderman, Matt Marek was sworn in as Ward III Alderman, and Seaver Tarulis was sworn in as Ward IV Alderman.

**CALL TO ORDER**

Mayor Purcell called the meeting to order at 7:23 p.m.

**ROLL CALL**

City Clerk Pickering called the roll.

Ward I	Koch	Present
	Transier	Present
Ward II	Milschewski	Present
	Plocher	Present
Ward III	Funkhouser	Present
	Marek	Present
Ward IV	Tarulis	Present
	Peterson	Present (electronic attendance)

**QUORUM**

A quorum was established.

**AMENDMENTS TO THE AGENDA**

None.

**PRESENTATIONS**

**Police Department – College Intern Introduction**

Chief Jensen introduced Kendall Watkins as the Police Department’s new college intern. Mr. Watkins is a Yorkville High School graduate and is currently attending Illinois State University.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS ON AGENDA ITEMS**

None.

**CONSENT AGENDA**

1. Minutes of the Regular City Council – April 27, 2021
2. Bill Payments for Approval
  - \$ 535,837.30 (vendors – FY 21)
  - \$ 69,324.32 (vendors – FY 22)
  - \$ 117,568.55 (ACH payments)
  - \$ 316,247.29 (payroll period ending 4/30/21)
  - \$ 1,038,977.46 (total)

Mayor Purcell entertained a motion to approve the consent agenda. So moved by Alderman Milschewski; seconded by Alderman Tarulis.

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

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**REPORTS**

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**MAYOR’S REPORT**

**Margaritas en Mayo Event**

Mayor Purcell announced that the inaugural Margaritas en Mayo event will take place on May 27<sup>th</sup> in downtown Yorkville from 5:00 p.m. to 9:00 p.m.

**Selection of Mayor Pro Tem for Fiscal Year 2022**  
(CC 2021-23)

Mayor Purcell requested nominations for Mayor Pro Tem for Fiscal Year 2022. Alderman Plocher nominated Alderman Milschewski. Mayor Purcell entertained a motion to appoint Alderman Milschewski as Mayor Pro Tem for Fiscal Year 2022. So moved by Alderman Plocher; seconded by Alderman Koch.

Motion approved by a roll call vote. Ayes-7 Nays-0 Present-1  
Funkhouser-aye, Tarulis-aye, Transier-aye, Plocher-aye,  
Marek-aye, Peterson-aye, Koch-aye, Milschewski-present

**Appointments to City Council Committees – Administration, Economic Development,  
Public Safety and Public Works**  
(CC 2021-24)

Mayor Purcell announced that the list of appointments to City Council committees was at each of the alderman’s desks. Mayor Purcell entertained a motion to approve the appointments to the committees. So moved by Alderman Tarulis; seconded by Alderman Marek.

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

**Appointment of Department Heads**  
(CC 2021-25)

Mayor Purcell entertained a motion to approve the Mayor's appointments of department heads as follows: City Administrator and Budget Officer – Bart Olson, two-year appointment; Chief of Police – James Jensen, two-year appointment; City Clerk – Lisa Pickering, one-year appointment; City Treasurer and Director of Finance – Rob Fredrickson, one-year appointment; Director of Public Works – Eric Dhuse, one-year appointment; Director of Parks and Recreation – Tim Evans, one-year appointment; Building Inspector/Zoning Officer – Pete Ratos, one-year appointment; City Attorney – Kathleen Field Orr, one-year appointment; City Engineer – Engineering Enterprises, Inc., one-year appointment. So moved by Alderman Milschewski; seconded by Alderman Plocher.

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

**Appointment of Deputy Clerk**  
(CC 2021-26)

Mayor Purcell entertained a motion to appoint Jori Behland as Deputy Clerk for a one-year appointment. So moved by Alderman Milschewski; seconded by Alderman Koch.

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

**Ordinance 2021-12**

**Authorizing and providing for the issuance of General Obligation Bonds (Alternate Revenue Source), Series 2021, of the United City of Yorkville, Kendall County, Illinois, in the aggregate principal amount of \$8,250,000 for the purposes of acquiring the real property located within the City at 651 Prairie Pointe Drive and the vacant Lot 2 adjacent thereto, converting the existing building at 651 Prairie Pointe Drive into a new Yorkville City Hall and acquiring fixtures, furnishings, and equipment for use therein, constructing and repairing roads, and renovating and repurposing the existing Yorkville City Hall, prescribing all the details of said bonds and providing for the imposition of taxes to pay the principal of and interest on such bonds**  
(CC 2021-27)

Mayor Purcell entertained a motion to approve an Ordinance authorizing and providing for the issuance of General Obligation Bonds (Alternate Revenue Source), Series 2021, of the United City of Yorkville, Kendall County, Illinois, in the aggregate principal amount of \$8,250,000, for the purposes of acquiring the real property located within the City at 651 Prairie Pointe Drive and the vacant Lot 2 adjacent thereto, converting the existing building at 651 Prairie Pointe Drive into a new Yorkville City Hall and acquiring fixtures, furnishings and equipment for use therein, constructing and repairing roads, and renovating and repurposing the existing Yorkville City Hall, prescribing all the details of said bonds and providing for the imposition of taxes to pay principal of and interest on such bonds. So moved by Alderman Plocher; seconded by Alderman Marek.

Motion approved by a roll call vote. Ayes-7 Nays-1  
Transier-aye, Plocher-aye, Marek-aye, Peterson-aye,  
Koch-aye, Milschewski-aye, Funkhouser-nay, Tarulis-aye

**Ordinance Approving an Economic Incentive Agreement between the United City of Yorkville  
and Grande Reserve (Chicago) ASLI VI, L.L.L.P.  
(CC 2021-28)**

Mayor Purcell stated that the city did not have a draft agreement yet, so this item will be placed on the May 25<sup>th</sup> agenda for a vote. He asked Administrator Olson to update the council on the proposed incentives. Administrator Olson said the major components of the proposed agreement will involve funding for Mill Road, a clarification of parks land cash fees, and a density swap within the subdivision.

Administrator Olson explained that the developer has an obligation to contribute funding for all of the perimeter roads within the subdivision. Within 30 days of approval of the incentive agreement, the developer will send the city the remaining \$2.8 million dollars that it is obligated to contribute so the city can proceed with the roadwork project.

On the parks land cash side, there is approximately \$1 million dollars left in developer obligations to the city for various parks in the subdivision. Generally, the agreement reaffirms the developer's obligation for the parks land cash and the city has changed the timing of those payments to make them clearer.

When it comes to the density swap within the subdivision, there are three units in the far south end of the subdivision that are being used as farm fields now and there are currently no plans to start development in those units. The original entitlement shows single family and duplexes in those units. The developer is asking for a land use swap, in Unit 9, Neighborhood 8 located in the far east side of the subdivision. That unit was planned to hold 220 duplex units. The developer no longer wishes to build duplexes in this area and instead prefers to build single family homes in Unit 9 instead. This would result in a reduced density in Unit 9 as they are proposing to build 110 single family units instead of the 220 duplex units. The counter unit that would be increasing in density is Unit 16, Neighborhood 17 which is currently an unplatted farm field. This switch in density will allow the developer to proceed with the single family homes in Unit 9; however, when the developer finally comes to the city for approval of Unit 16, they will be required to submit a plan and the city will be able to conduct review of the proposed plan as part of the final plat process at that time. The city will have the discretion and authority at the time of the final plat process to make a final determination on the density of the currently unplatted Unit 16.

Mayor Purcell said this item will be on the May 25<sup>th</sup> agenda for a vote.

**PUBLIC WORKS COMMITTEE REPORT**

No report.

**ECONOMIC DEVELOPMENT COMMITTEE REPORT**

No report.

**PUBLIC SAFETY COMMITTEE REPORT**

No report.

**ADMINISTRATION COMMITTEE REPORT**

No report.

**PARK BOARD**

No report.

**PLANNING AND ZONING COMMISSION**

No report.

**CITY COUNCIL REPORT**

No report.

**CITY CLERK’S REPORT**

No report.

**COMMUNITY & LIAISON REPORT**

**Golf Outing**

Alderman Marek reported that the Yorkville Educational Foundation and the Parks and Recreation Department would be holding a golf outing on June 10, 2021. They are still looking for sponsors if anyone would like to participate.

**National Police Week**

Alderman Funkhouser reported that May 9<sup>th</sup> – May 15<sup>th</sup> is National Police Week. He said that in 1962, President Kennedy proclaimed May 15<sup>th</sup> as National Peace Officers Memorial Day and the calendar week in which May 15<sup>th</sup> falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others. He said that he has great respect for those who have chosen to put safety and the welfare of others first.

**STAFF REPORT**

No report.

**MAYOR’S REPORT (cont’d)**

**Prairie Pointe Building Update**

(CC 2021-04)

Administrator Olson reported that he expects the design contract with Cordogan Clark to be brought to the next City Council meeting for the design drawings for the renovation of the Prairie Pointe building.

He said that staff is in the process of finalizing some changes to the contract. The design contract will go through the construction process utilizing Cordogan Clark as the city’s design engineer. A decision will also need to be made as to how the city is going to bid out the work and manage the construction of it. Staff is currently discussing the merits of hiring a general contractor versus a construction manager.

If the general contractor option is chosen, the city will select a general contractor and the general contractor will then choose their subcontractors. This option will include one overall contract which includes everything the city wants done and this contract will be bid out and awarded. This option offers less flexibility as the city does not have a choice in the subcontractors that are chosen; however, there is more certainty over the cost as there is only one contract and within certain guidelines, the general contractor is responsible for any additional costs if the project goes over budget.

If the construction manager option is chosen, different parts of the project will be bid out separately. While this option may offer more flexibility in the contractors chosen for various parts of the project, there is less certainty over the cost and the construction manager is not at risk for any overages in the expected project cost.

Discussion took place on the general contractor option versus the construction manager option as well as the idea of using a hybrid model of a general contractor for the city hall renovations and a construction manager for the police department renovations. A staff recommendation will be brought back to City Council.

**Vaccination Clinic**

Mayor Purcell reported the COVID vaccination clinic being held at the Prairie Pointe building is winding down and he expects that the health department will be done using the building at the end of the month.

**ADDITIONAL BUSINESS**

None.

**CITIZEN COMMENTS**

None.

**EXECUTIVE SESSION**

None.



**ADJOURNMENT**

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 8:23 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"/>
Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #2

Tracking Number

### Agenda Item Summary Memo

**Title:** Bills for Payment

**Meeting and Date:** City Council – May 25, 2021

**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:

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INVOICES DUE ON/BEFORE 05/25/2021

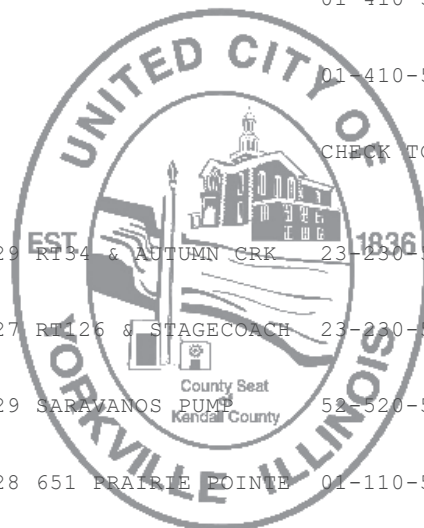
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534638	AACVB	AURORA AREA CONVENTION					
	04/21-ALL	05/13/21	01	ALL SEASON HOTEL TAX-APR 2021	01-640-54-00-5481		17.18
					INVOICE TOTAL:		17.18 *
				CHECK TOTAL:			17.18
534639	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC					
	1129872-IN	12/02/20	01	COVER	23-230-56-00-5642		300.00
					INVOICE TOTAL:		300.00 *
	1165149-IN	04/15/21	01	DROP LENS	23-230-56-00-5642		145.49
					INVOICE TOTAL:		145.49 *
				CHECK TOTAL:			445.49
534640	APWAIPSI	APWA					
	010521	01/05/21	01	DUES RENEWAL	01-410-54-00-5462		360.00
			02	DUES RENEWAL	51-510-54-00-5462		360.00
					INVOICE TOTAL:		720.00 *
				CHECK TOTAL:			720.00
534641	BEYERD	DWAYNE F BEYER					
	042921	04/29/21	01	UMPIRE	79-795-54-00-5462		160.00
					INVOICE TOTAL:		160.00 *
				CHECK TOTAL:			160.00
534642	BOOMBAH	BOOMBAH					
	013121-STREBATE	04/01/21	01	NOV 2020-JAN 2021 SALES TAX	01-640-54-00-5492		1,368.15
			02	REBATE	** COMMENT **		
					INVOICE TOTAL:		1,368.15 *
				CHECK TOTAL:			1,368.15



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

INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534643	CAMBRIA	CAMBRIA SALES COMPANY INC.					
	42386	04/22/21	01	PAPER TOWEL	52-520-56-00-5620		62.34
					INVOICE TOTAL:		62.34 *
					CHECK TOTAL:		62.34
534644	CENTRALL	CENTRAL LIMESTONE COMPANY, INC					
	25054	04/19/21	01	GRAVEL	01-410-56-00-5640		890.72
					INVOICE TOTAL:		890.72 *
	25154	04/26/21	01	GRAVEL	01-410-56-00-5640		600.86
					INVOICE TOTAL:		600.86 *
					CHECK TOTAL:		1,491.58
534645	COMED	COMMONWEALTH EDISON					
	0091033126-0421	04/29/21	01	03/31-04/29 RT34 & AUTUMN CRK	23-230-54-00-5482		44.26
					INVOICE TOTAL:		44.26 *
	0435057364-0421	04/27/21	01	04/02-04/27 RT126 & STAGECOACH	23-230-54-00-5482		5.30
					INVOICE TOTAL:		5.30 *
	1647065335-0421	04/30/21	01	03/31-04/29 SARAVANOS PUMP	52-520-54-00-5480		211.81
					INVOICE TOTAL:		211.81 *
	1651011130-0421	04/29/21	01	03/30-04/28 651 PRAIRIE POINTE	01-110-54-00-5480		4,924.77
					INVOICE TOTAL:		4,924.77 *
	2947052031-0421	04/28/21	01	RT47 & RIVER RD	23-230-54-00-5482		245.63
					INVOICE TOTAL:		245.63 *
	6819027011-0421	05/04/21	01	03/29-04/28 MISC PR BUILDINGS	79-795-54-00-5480		140.59
					INVOICE TOTAL:		140.59 *



01-110 ADMINISTRATION  
01-120 FINANCE  
01-210 POLICE  
01-220 COMMUNITY DEVELOPMENT  
01-410 STREET OPERATIONS  
01-640 ADMINSTRATIVE SERVICES  
11-111 FOX HILL SSA

12-112 SUNFLOWER SSA  
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 & RECREATION CAPITAL

42-420 DEBT SERVICE  
51-510 WATER OPERATIONS  
52-520 SEWER OPERATIONS  
72-720 LAND CASH  
79-790 PARKS DEPARTMENT  
79-795 RECREATION DEPT  
82-820 LIBRARY OPERATIONS

83-830 LIBRARY DEBT SERVICE  
84-840 LIBRARY CAPITAL  
87-870 COUNTRYSIDE TIF  
88-880 DOWNTOWN TIF  
90-XXX DEVELOPER ESCROW  
95-XXX ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534645	COMED	COMMONWEALTH EDISON					
	7110074020-0421	04/27/21	01	03/29-04/27 104 E VAN EMMON	01-110-54-00-5480		359.25
					INVOICE TOTAL:		359.25 *
	7982120022-0421	04/30/21	01	03/30-04/28 609 N BRIDGE	51-510-54-00-5480		20.25
					INVOICE TOTAL:		20.25 *
				CHECK TOTAL:			5,951.86
534646	COREMAIN	CORE & MAIN LP					
	0129852	04/28/21	01	WIRE	51-510-56-00-5664		423.05
					INVOICE TOTAL:		423.05 *
	N882927	04/23/21	01	HANDHELD READERS, DOCKING	51-510-60-00-6060		7,696.22
			02	STATIONS	** COMMENT **		
					INVOICE TOTAL:		7,696.22 *
				CHECK TOTAL:			8,119.27
534647	COXLAND	COX LANDSCAPING LLC					
	191163	04/29/21	01	FERTILIZER TREATMENT FOR LAWN	12-112-54-00-5495		640.00
			02	ARES	COMMENT **		
					INVOICE TOTAL:		640.00 *
	191164	04/29/21	01	FERTILIZER TREATMENTS FOR	12-111-54-00-5495		780.00
			02	LAWN AREA	** COMMENT **		
					INVOICE TOTAL:		780.00 *
	191175	05/03/21	01	02/19, 02/26 & 04/12 MOWING	12-112-54-00-5495		300.00
					INVOICE TOTAL:		300.00 *
	191176	05/03/21	01	APR 2021 MOWNING	11-111-54-00-5495		317.40
					INVOICE TOTAL:		317.40 *
				CHECK TOTAL:			2,037.40



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

INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534648	DIRENRGY	DIRECT ENERGY BUSINESS					
	1704705-211200045501	04/30/21	01	03/26-04/26 MCHUGH & KENNEDY	23-230-54-00-5482		63.67
					INVOICE TOTAL:		63.67 *
	1704706-211240045528	05/04/21	01	04/01-04/29 RT34 & BEECHER	23-230-54-00-5482		63.55
					INVOICE TOTAL:		63.55 *
	1704708-211230045518	05/03/21	01	03/30-04/27 1850 MARKETVIEW	23-230-54-00-5482		58.49
					INVOICE TOTAL:		58.49 *
	1704709-211230045518	05/03/21	01	03/30-04/27 7 COUNTRYSIDE PKWY	23-230-54-00-5482		103.82
					INVOICE TOTAL:		103.82 *
	1704710-211200045501	04/30/21	01	03/29-04/26 VAN EMMON LOT	23-230-54-00-5482		12.49
					INVOICE TOTAL:		12.49 *
	1704714-211200045501	04/30/21	01	03/30-04/27 MCHUGH RD	23-230-54-00-5482		69.75
					INVOICE TOTAL:		69.75 *
	1704716-211200045501	04/30/21	01	03/30-04/28 1 COUNTRYSIDE PKWY	23-230-54-00-5482		123.10
					INVOICE TOTAL:		123.10 *
	1704719-211170045459	04/27/21	01	03/25-04/23 LEASURE & SUNSET	23-230-54-00-5482		2,510.11
					INVOICE TOTAL:		2,510.11 *
	1704721-211230045518	05/03/21	01	03/30-04/27 610 TOWER WELLS	51-510-54-00-5480		6,971.91
					INVOICE TOTAL:		6,971.91 *
	1704722-211240045528	05/04/21	01	04/01-04/29 2921 BRISTOL RDG	51-510-54-00-5480		4,403.15
					INVOICE TOTAL:		4,403.15 *
	1704723-211240045528	05/04/21	01	04/01-04/30 2224 TREMONT	51-510-54-00-5480		5,012.92
					INVOICE TOTAL:		5,012.92 *
	1704724-211170045459	04/27/21	01	03/18-04/15 3299 LEHMAN CR	51-510-54-00-5480		4,689.38
					INVOICE TOTAL:		4,689.38 *
				CHECK TOTAL:			24,082.34

01-110 ADMINISTRATION  
01-120 FINANCE  
01-210 POLICE  
01-220 COMMUNITY DEVELOPMENT  
01-410 STREET OPERATIONS  
01-640 ADMINSTRATIVE SERVICES  
11-111 FOX HILL SSA

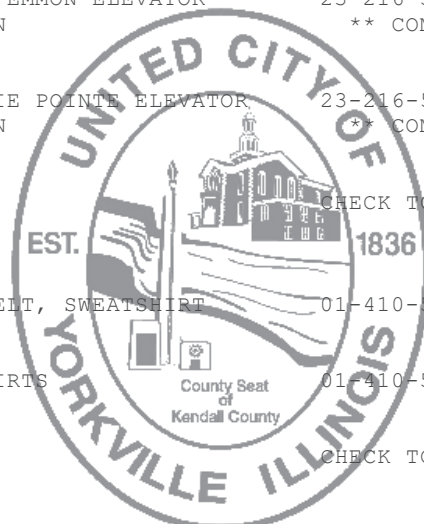
12-112 SUNFLOWER SSA  
15-155 MOTOR FUEL TAX (MFT)  
23-216 MUNICIPAL BUILDING  
23-230 CITY-WIDE CAPITAL  
25-205 POLICE CAPITAL  
25-215 PUBLIC WORKS CAPITAL  
25-225 PARKS & RECREATION CAPITAL

42-420 DEBT SERVICE  
51-510 WATER OPERATIONS  
52-520 SEWER OPERATIONS  
72-720 LAND CASH  
79-790 PARKS DEPARTMENT  
79-795 RECREATION DEPT  
82-820 LIBRARY OPERATIONS

83-830 LIBRARY DEBT SERVICE  
84-840 LIBRARY CAPITAL  
87-870 COUNTRYSIDE TIF  
88-880 DOWNTOWN TIF  
90-XXX DEVELOPER ESCROW  
95-XXX ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534649	DORNER	DORNER PRODUCTS, INC					
	157161-IN	04/27/21	01	1 ARV CL MODEL	51-510-54-00-5445		1,420.61
					INVOICE TOTAL:		1,420.61 *
				CHECK TOTAL:			1,420.61
534650	ELEVATOR	ELEVATOR INSPECTION SERVICE					
	100392	04/23/21	01	102 E VAN EMMON ELEVATOR	23-216-54-00-5446		75.00
			02	INSPECTION	** COMMENT **		
					INVOICE TOTAL:		75.00 *
	100394	04/28/21	01	651 PRAIRIE POINTE ELEVATOR	23-216-54-00-5446		75.00
			02	INSPECTION	** COMMENT **		
					INVOICE TOTAL:		75.00 *
				CHECK TOTAL:			150.00
534651	FARMFLEE	BLAIN'S FARM & FLEET					
	9433-HENNE	04/28/21	01	GLOVES, BELT, SWEATSHIRT	01-410-56-00-5600		116.05
					INVOICE TOTAL:		116.05 *
	9618-SENG	04/30/21	01	PANTS, SHIRTS	01-410-56-00-5600		145.75
					INVOICE TOTAL:		145.75 *
				CHECK TOTAL:			261.80
534652	FVFS	FOX VALLEY FIRE & SAFETY					
	IN00429786	04/15/21	01	FIRE EXTINGUISHER SERVICE AT	23-216-54-00-5446		215.35
			02	SENIOR SERVICES BEECHER BLDG	** COMMENT **		
					INVOICE TOTAL:		215.35 *
	IN00429796	04/15/21	01	ANSUL INSPECTION AT SENIOR	23-216-54-00-5446		119.50



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

INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534652	FVFS	FOX VALLEY FIRE & SAFETY					
	IN00429796	04/15/21	02	SERVICES BEECHER BLDG	** COMMENT **		
					INVOICE TOTAL:		119.50 *
	IN00429811	04/15/21	01	ANNUAL FIRE SPRINKLER SYSTEM	23-216-54-00-5446		367.00
			02	AT SENIOR SERVICES BEECHER	** COMMENT **		
			03	BLDG	** COMMENT **		
					INVOICE TOTAL:		367.00 *
	IN00429827	04/15/21	01	ANSUL TANK SYSTEM INSPECTION	23-216-54-00-5446		123.50
			02	AT SENIOR SERVICES BEECHER BLD	** COMMENT **		
					INVOICE TOTAL:		123.50 *
	IN00430248	04/19/21	01	ANNUAL WET FIRE SPRINKLER	23-216-54-00-5446		300.00
			02	SYSTEM INSPECTION AT 651	** COMMENT **		
					INVOICE TOTAL:		300.00 *
	IN00430250	04/19/21	01	ANNUAL WET FIRE SPRINKLER	23-216-54-00-5446		275.00
			02	SYSTEM INSPECTION AT 800 GAME	** COMMENT **		
			03	FARM RD	** COMMENT **		
					INVOICE TOTAL:		275.00 *
					CHECK TOTAL:		1,400.35
534653	GARDKOCH	GARDINER KOCH & WEISBERG					
	H-2364C-3431	05/13/21	01	KIMBALL HILL I MATTERS	01-640-54-00-5461		3,323.00
					INVOICE TOTAL:		3,323.00 *
	H-3586C-3433	05/13/21	01	NICHOLSON MATTERS	01-640-54-00-5461		2,372.00
					INVOICE TOTAL:		2,372.00 *
					CHECK TOTAL:		5,695.00
534654	GLATFELT	GLATFELTER UNDERWRITING SRVS.					

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



INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534654	GLATFELT	GLATFELTER UNDERWRITING SRVS.					
	233646122	03/26/21	01	ADD 2 WANCO MINI MATRIX TO	01-640-52-00-5231		75.00
			02	POLICY	** COMMENT **		
				INVOICE TOTAL:			75.00 *
				CHECK TOTAL:			75.00
534655	IMPACT	IMPACT NETWORKING, LLC					
	2111561	04/28/21	01	03/29-04/28 COPY CHARGES	01-110-54-00-5430		84.95
			02	03/29-04/28 COPY CHARGES	01-120-54-00-5430		28.32
			03	03/29-04/28 COPY CHARGES	79-795-54-00-5462		35.98
			04	03/29-04/28 COPY CHARGES	79-790-54-00-5462		35.98
			05	03/29-04/28 COPY CHARGES	52-520-54-00-5430		6.61
			06	03/29-04/28 COPY CHARGES	51-510-54-00-5430		6.61
			07	03/29-04/28 COPY CHARGES	01-410-54-00-5462		6.61
			08	03/29-04/28 COPY CHARGES	01-220-54-00-5430		59.06
			09	03/29-04/28 COPY CHARGES	01-210-54-00-5430		63.45
				INVOICE TOTAL:			327.57 *
	2116196	04/30/21	01	02/01-04/30 MANAGED PRINT	01-210-54-00-5430		0.15
			02	SERVICE COPY CHARGES	** COMMENT **		
			03	02/01-04/30 MANAGED PRINT	01-110-54-00-5430		6.15
			04	SERVICE COPY CHARGES	** COMMENT **		
			05	02/01-04/30 MANAGED PRINT	01-120-54-00-5430		11.23
			06	SERVICE COPY CHARGES	** COMMENT **		
			07	02/01-04/30 MANAGED PRINT	79-790-54-00-5430		0.60
			08	SERVICE COPY CHARGES	** COMMENT **		
			09	02/01-04/30 MANAGED PRINT	01-120-54-00-5430		2.24
			10	SERVICE COPY CHARGES	** COMMENT **		
			11	02/01-04/30 MANAGED PRINT	51-510-54-00-5430		3.00
			12	SERVICE COPY CHARGES	** COMMENT **		
			13	02/01-04/30 MANAGED PRINT	52-520-54-00-5430		1.40
			14	SERVICE COPY CHARGES	** COMMENT **		
				INVOICE TOTAL:			24.77 *
				CHECK TOTAL:			352.34

01-110 ADMINISTRATION  
01-120 FINANCE  
01-210 POLICE  
01-220 COMMUNITY DEVELOPMENT  
01-410 STREET OPERATIONS  
01-640 ADMINSTRATIVE SERVICES  
11-111 FOX HILL SSA

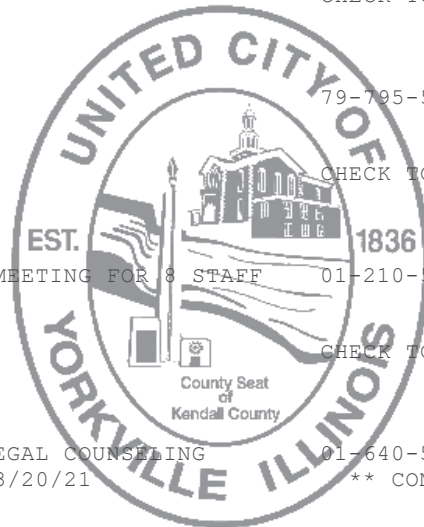
12-112 SUNFLOWER SSA  
15-155 MOTOR FUEL TAX (MFT)  
23-216 MUNICIPAL BUILDING  
23-230 CITY-WIDE CAPITAL  
25-205 POLICE CAPITAL  
25-215 PUBLIC WORKS CAPITAL  
25-225 PARKS & RECREATION CAPITAL

42-420 DEBT SERVICE  
51-510 WATER OPERATIONS  
52-520 SEWER OPERATIONS  
72-720 LAND CASH  
79-790 PARKS DEPARTMENT  
79-795 RECREATION DEPT  
82-820 LIBRARY OPERATIONS

83-830 LIBRARY DEBT SERVICE  
84-840 LIBRARY CAPITAL  
87-870 COUNTRYSIDE TIF  
88-880 DOWNTOWN TIF  
90-XXX DEVELOPER ESCROW  
95-XXX ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534656	INTERDEV	INTERDEV, LLC					
	602601	05/01/21	01	GENERAL LEGAL COUNSELING	01-640-54-00-5463		1,692.47
			02	PERFORMED THROUGH 04/20/21	** COMMENT **		
					INVOICE TOTAL:		1,692.47 *
	MSP1029925	04/30/21	01	MONTHLY BILLING FOR APR 2021	01-640-54-00-5450		8,061.08
					INVOICE TOTAL:		8,061.08 *
					CHECK TOTAL:		9,753.55
534657	IRVINGS	STEPHEN IRVING					
	042921	04/29/21	01	UMPIRE	79-795-54-00-5462		160.00
					INVOICE TOTAL:		160.00 *
					CHECK TOTAL:		160.00
534658	KCACP	KENDALL COUNTY ASSOCIATION OF					
	764	04/21/21	01	APR 2021 MEETING FOR 8 STAFF	01-210-54-00-5415		128.00
					INVOICE TOTAL:		128.00 *
					CHECK TOTAL:		128.00
534659	LANEMUCH	LANER, MUCHIN, LTD					
	601283	04/01/21	01	GENERAL LEGAL COUNSELING	01-640-54-00-5463		963.00
			02	THROUGH 03/20/21	** COMMENT **		
					INVOICE TOTAL:		963.00 *
					CHECK TOTAL:		963.00
534660	MENINC	MENARDS INC					
	013121-STREBATE	04/01/21	01	NOV 2020-JAN 2021 SALES TAX	01-640-54-00-5492		71,809.10



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

INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534660	MENINC	MENARDS INC					
	013121-STREBATE	04/01/21	02	REBATE	** COMMENT **		
					INVOICE TOTAL:		71,809.10 *
					CHECK TOTAL:		71,809.10
534661	MENLAND	MENARDS - YORKVILLE					
	12801	04/20/21	01	BATTERIES, FLINT STRIKER	79-790-56-00-5620		16.96
					INVOICE TOTAL:		16.96 *
	13012	04/23/21	01	NIPPLES	51-510-56-00-5620		5.56
					INVOICE TOTAL:		5.56 *
	13034	04/23/21	01	ROPE	01-410-56-00-5620		22.99
			02	MANURE FORKS	01-410-56-00-5630		174.95
					INVOICE TOTAL:		197.94 *
	13083	04/24/21	01	RESTROOM SIGNS	79-790-56-00-5607		33.74
					INVOICE TOTAL:		33.74 *
	13231	04/26/21	01	LUMBER	79-790-56-00-5640		108.45
					INVOICE TOTAL:		108.45 *
	13252	04/26/21	01	LOPPERS, PRUNER	79-790-56-00-5630		88.91
					INVOICE TOTAL:		88.91 *
	13258	04/26/21	01	LUMBER	79-790-56-00-5640		207.52
					INVOICE TOTAL:		207.52 *
	13315	04/27/21	01	GARBAGE BAGS, TEFLON, FLARES	51-510-56-00-5638		42.52
					INVOICE TOTAL:		42.52 *
	13330	04/27/21	01	FAN	79-790-56-00-5640		89.99
					INVOICE TOTAL:		89.99 *



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

INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534661	MENLAND	MENARDS - YORKVILLE					
	13332	04/27/21	01	THREADLOCKER	79-790-56-00-5620		17.91
					INVOICE TOTAL:		17.91 *
	13408	04/28/21	01	CHARGER	79-790-56-00-5630		24.99
					INVOICE TOTAL:		24.99 *
	13412	04/28/21	01	WD-40, HAND SANITIZER	52-520-56-00-5620		26.74
					INVOICE TOTAL:		26.74 *
	13426	04/28/21	01	USB	23-216-56-00-5656		7.99
					INVOICE TOTAL:		7.99 *
	13511	04/29/21	01	TEFLON	79-790-56-00-5620		3.96
					INVOICE TOTAL:		3.96 *
	13568	04/30/21	01	BULBS	23-230-56-00-5642		63.96
					INVOICE TOTAL:		63.96 *
	13571-21	04/30/21	01	WIRE	01-410-56-00-5620		26.36
					INVOICE TOTAL:		26.36 *
	13577	04/30/21	01	BULBS	23-230-56-00-5642		63.96
					INVOICE TOTAL:		63.96 *
	13597	04/30/21	01	BALL VALVE, INSERT TEE	79-790-56-00-5640		11.28
					INVOICE TOTAL:		11.28 *
					CHECK TOTAL:		1,038.74
534662	METIND	METROPOLITAN INDUSTRIES, INC.					
	INV025268	02/15/21	01	LIFT STATION CLOUD DATA	52-520-54-00-5444		270.00
			02	SERVICE FOR FEB 2021	** COMMENT **		
					INVOICE TOTAL:		270.00 *
					CHECK TOTAL:		270.00



01-110 ADMINISTRATION  
01-120 FINANCE  
01-210 POLICE  
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11-111 FOX HILL SSA

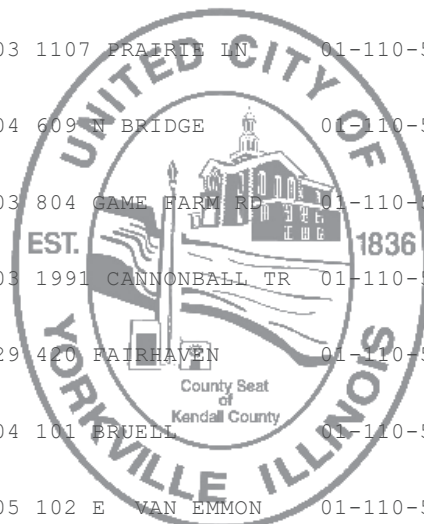
12-112 SUNFLOWER SSA  
15-155 MOTOR FUEL TAX (MFT)  
23-216 MUNICIPAL BUILDING  
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25-205 POLICE CAPITAL  
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79-790 PARKS DEPARTMENT  
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82-820 LIBRARY OPERATIONS

83-830 LIBRARY DEBT SERVICE  
84-840 LIBRARY CAPITAL  
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88-880 DOWNTOWN TIF  
90-XXX DEVELOPER ESCROW  
95-XXX ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534663	NEMRT	NORTH EAST MULTI-REGIONAL					
	283639	04/22/21	01	40 HR JUVENILE SPECIALIST	01-210-54-00-5412		225.00
			02	TRAINING FOR CARUSO, NICKELS &	** COMMENT **		
			03	SHAPIAMA	** COMMENT **		
				INVOICE TOTAL:			225.00 *
				CHECK TOTAL:			225.00
534664	NICOR	NICOR GAS					
	00-41-22-8748 4-0421	05/03/21	01	04/01-05/03 1107 PRAIRIE LN	01-110-54-00-5480		112.72
				INVOICE TOTAL:			112.72 *
	12-43-53-5625 3-0421	05/04/21	01	04/05-05/04 609 N BRIDGE	01-110-54-00-5480		43.88
				INVOICE TOTAL:			43.88 *
	15-41-50-1000 6-0421	05/05/21	01	04/01-05/03 804 GAGE FARM RD	01-110-54-00-5480		238.03
				INVOICE TOTAL:			238.03 *
	15-64-61-3532 5-0421	05/03/21	01	04/01-05/03 1991 CANNONBALL TR	01-110-54-00-5480		43.60
				INVOICE TOTAL:			43.60 *
	20-52-56-2042 1-0421	04/29/21	01	03/30-04/29 420 FAIRHAVEN	01-110-54-00-5480		126.48
				INVOICE TOTAL:			126.48 *
	23-45-91-4862 5-0421	05/04/21	01	04/05-05/04 101 BRUELL	01-110-54-00-5480		132.90
				INVOICE TOTAL:			132.90 *
	40-52-64-8356 1-0421	05/05/21	01	04/06-05/05 102 E VAN EMMON	01-110-54-00-5480		173.63
				INVOICE TOTAL:			173.63 *
	61-60-41-1000 9-0421	05/05/21	01	04/05-05/04 610 TOWER	01-110-54-00-5480		186.85
				INVOICE TOTAL:			186.85 *
	83-80-00-1000 7-0421	05/05/21	01	04/05-05/04 610 TOWER UNIT B	01-110-54-00-5480		92.94
				INVOICE TOTAL:			92.94 *



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

INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534664	NICOR	NICOR GAS					
	91-85-68-4012	8-0421	05/05/21	31 04/01-05/03 902 GAME FARM RD	82-820-54-00-5480		1,389.19
					INVOICE TOTAL:		1,389.19 *
	95-16-10-1000	4-0421	05/04/21	01 04/05-05/04 1 RT47	01-110-54-00-5480		39.20
					INVOICE TOTAL:		39.20 *
				CHECK TOTAL:			2,579.42
534665	NUTOYS	NUTOYS LEISURE PRODUCTS					
	50511		07/23/20	01 2 CAST BENCHES	79-790-56-00-5620		2,585.00
					INVOICE TOTAL:		2,585.00 *
				CHECK TOTAL:			2,585.00
D002067	ORRK	KATHLEEN FIELD ORR & ASSOC.					
	16518		05/05/18	01 MISC ADMIN LEGAL MATTERS	01-640-54-00-5456		5,764.00
				02 MEETINGS	01-640-54-00-5456		1,000.00
					INVOICE TOTAL:		6,764.00 *
				DIRECT DEPOSIT TOTAL:			6,764.00
534666	PEPSI	PEPSI-COLA GENERAL BOTTLE					
	65251051		04/29/21	01 BRIDGE CONCESSION DRINKS	79-795-56-00-5607		1,270.50
					INVOICE TOTAL:		1,270.50 *
				CHECK TOTAL:			1,270.50
534667	PFPETT	P.F. PETTIBONE & CO.					
	180272		04/14/21	01 2 DIGITAL PHOTO IDS	01-210-54-00-5430		34.00
					INVOICE TOTAL:		34.00 *



01-110 ADMINISTRATION  
01-120 FINANCE  
01-210 POLICE  
01-220 COMMUNITY DEVELOPMENT  
01-410 STREET OPERATIONS  
01-640 ADMINSTRATIVE SERVICES  
11-111 FOX HILL SSA

12-112 SUNFLOWER SSA  
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 & RECREATION CAPITAL

42-420 DEBT SERVICE  
51-510 WATER OPERATIONS  
52-520 SEWER OPERATIONS  
72-720 LAND CASH  
79-790 PARKS DEPARTMENT  
79-795 RECREATION DEPT  
82-820 LIBRARY OPERATIONS

83-830 LIBRARY DEBT SERVICE  
84-840 LIBRARY CAPITAL  
87-870 COUNTRYSIDE TIF  
88-880 DOWNTOWN TIF  
90-XXX DEVELOPER ESCROW  
95-XXX ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534667	PFPETT	P.F. PETTIBONE & CO.					
	180386	04/29/21	01	3 DIGITAL PHOTO IDS	01-210-54-00-5430		48.00
					INVOICE TOTAL:		48.00 *
					CHECK TOTAL:		82.00
534668	PITSTOP	PIT STOP					
	PS369040	05/06/21	01	TOWN SQUARE PARK PORT-O-LET	79-795-56-00-5620		182.00
			02	SERVICE-APR 2021	** COMMENT **		
					INVOICE TOTAL:		182.00 *
	PS369041	05/06/21	01	RIVERFRONT & SOUTH BANK BBO	79-795-56-00-5620		262.00
			02	PORT-O-LET SERVICE-APR 2021	** COMMENT **		
					INVOICE TOTAL:		262.00 *
	PS369042	05/06/21	01	VAN EMMON PARK PORT-O-LET	79-795-56-00-5620		28.57
			02	SERVICE-APR 2021	** COMMENT **		
					INVOICE TOTAL:		28.57 *
	PS369043	05/06/21	01	FOX HILL WEST PORT-O-LET	79-795-56-00-5620		80.00
			02	SERVICE-APR 2021	** COMMENT **		
					INVOICE TOTAL:		80.00 *
	PS369044	05/06/21	01	CANNONBALL EAST PORT-O-LET	79-795-56-00-5620		80.00
			02	SERVICE-APR 2021	** COMMENT **		
					INVOICE TOTAL:		80.00 *
	PS369045	05/06/21	01	BEECHER PARK PORT-O-LET	79-795-56-00-5620		182.00
			02	SERVICE-APR 2021	** COMMENT **		
					INVOICE TOTAL:		182.00 *
	PS369046	05/06/21	01	ROTARY PARK PORT-O-LET	79-795-56-00-5620		80.00
			02	SERVICE-APR 2021	** COMMENT **		
					INVOICE TOTAL:		80.00 *

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

INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534668	PITSTOP	PIT STOP					
	PS369047	05/06/21	01	REIMENSCHNIEDER SPLASH PAD	79-795-56-00-5620		102.00
			02	PORT-O-LET SERVICE-APR 2021	** COMMENT **		
				INVOICE TOTAL:			102.00 *
	PS369048	05/06/21	01	BRISTOL BAY PORT-O-LET	79-795-56-00-5620		185.00
			02	SERVICE-APR 2021	** COMMENT **		
				INVOICE TOTAL:			185.00 *
	PS369049	05/06/21	01	BRIDGE PARK PORT-O-LET	79-795-56-00-5620		80.00
			02	SERVICE-APR 2021	** COMMENT **		
				INVOICE TOTAL:			80.00 *
	PS369050	05/06/21	01	AMERICAN LEGION PORT-O-LET	79-795-56-00-5620		87.42
			02	SERVICE-APR 2021	** COMMENT **		
				INVOICE TOTAL:			87.42 *
	PS369051	05/06/21	01	RAINTREE PARK B PORT-O-LET	79-795-56-00-5620		42.86
			02	SERVICE-APR 2021	** COMMENT **		
				INVOICE TOTAL:			42.86 *
	PS369052	05/06/21	01	CANNONBALL RIDGE PORT-O-LET	79-795-56-00-5620		11.43
			02	SERVICE-APR 2021	** COMMENT **		
				INVOICE TOTAL:			11.43 *
	PS369053	05/06/21	01	GREENS FILLING PORT-O-LET	79-795-56-00-5620		80.00
			02	SERVICE-APR 2021	** COMMENT **		
				INVOICE TOTAL:			80.00 *
	PS369054	05/06/21	01	BRISTOL STATION PARK	79-795-56-00-5620		80.00
			02	PORT-O-LET SERVICE-APR 2021	** COMMENT **		
				INVOICE TOTAL:			80.00 *
	PS369055	05/06/21	01	FURY BASEBALL FIELDS	79-795-56-00-5620		160.00
			02	PORT-O-LET SERVICE-APR 2021	** COMMENT **		
				INVOICE TOTAL:			160.00 *

01-110 ADMINISTRATION

01-120 FINANCE

01-210 POLICE

01-220 COMMUNITY DEVELOPMENT

01-410 STREET OPERATIONS

01-640 ADMINSTRATIVE SERVICES

11-111 FOX HILL SSA

12-112 SUNFLOWER SSA

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 & RECREATION CAPITAL

42-420 DEBT SERVICE

51-510 WATER OPERATIONS

52-520 SEWER OPERATIONS

72-720 LAND CASH

79-790 PARKS DEPARTMENT

79-795 RECREATION DEPT

82-820 LIBRARY OPERATIONS

83-830 LIBRARY DEBT SERVICE

84-840 LIBRARY CAPITAL

87-870 COUNTRYSIDE TIF

88-880 DOWNTOWN TIF

90-XXX DEVELOPER ESCROW

95-XXX ESCROW DEPOSIT



INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534668	PITSTOP	PIT STOP					
	PS369057	05/06/21	01	STEPPING STONES PARK	79-795-56-00-5620		62.86
			02	PORT-O-LET SERVICE-APR 2021	** COMMENT **		
				INVOICE TOTAL:			62.86 *
	PS369058	05/06/21	01	JR WOMENS CLUB PARK	79-795-56-00-5620		80.00
			02	PORT-O-LET SERVICE-APR 2021	** COMMENT **		
				INVOICE TOTAL:			80.00 *
	PS369060	05/06/21	01	SOUTHBANK BBQ PORT-O-LET	79-795-56-00-5620		400.00
			02	SERVICE-APR 2021	** COMMENT **		
				INVOICE TOTAL:			400.00 *
	PS369061	05/06/21	01	HIDING SPOT PARK PORT-O-LET	79-795-56-00-5620		80.00
			02	SERVICE-APR 2021	** COMMENT **		
				INVOICE TOTAL:			80.00 *
				CHECK TOTAL:			2,346.14
534669	PLAYPOW	PLAYPOWER LT FARMINGTON INC					
	1400249715	04/22/21	01	BUSHING	79-795-56-00-5640		132.65
				INVOICE TOTAL:			132.65 *
				CHECK TOTAL:			132.65
534670	R0002208	HARI DEVELOPMENT YORKVILLE LLC					
	033121-STREBATE	04/01/21	01	NOV 2020-JAN 2021 SALES TAX	01-640-54-00-5492		1,238.31
			02	REBATE	** COMMENT **		
				INVOICE TOTAL:			1,238.31 *
				CHECK TOTAL:			1,238.31
534671	RIETZR	ROBERT L. RIETZ JR.					



01-110 ADMINISTRATION  
 01-120 FINANCE  
 01-210 POLICE  
 01-220 COMMUNITY DEVELOPMENT  
 01-410 STREET OPERATIONS  
 01-640 ADMINSTRATIVE SERVICES  
 11-111 FOX HILL SSA

12-112 SUNFLOWER SSA  
 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 & RECREATION CAPITAL

42-420 DEBT SERVICE  
 51-510 WATER OPERATIONS  
 52-520 SEWER OPERATIONS  
 72-720 LAND CASH  
 79-790 PARKS DEPARTMENT  
 79-795 RECREATION DEPT  
 82-820 LIBRARY OPERATIONS

83-830 LIBRARY DEBT SERVICE  
 84-840 LIBRARY CAPITAL  
 87-870 COUNTRYSIDE TIF  
 88-880 DOWNTOWN TIF  
 90-XXX DEVELOPER ESCROW  
 95-XXX ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534671	RIETZR	ROBERT L. RIETZ JR.					
	042921	04/29/21	01	UMPIRE	79-795-54-00-5462		160.00
					INVOICE TOTAL:		160.00 *
					CHECK TOTAL:		160.00
534672	SIKICH	SIKICH					
	506634	05/17/21	01	OCT 2020 BANK RECONCILLIATION	01-120-54-00-5462		772.20
					INVOICE TOTAL:		772.20 *
					CHECK TOTAL:		772.20
534673	SPRTFLD	SPORTSFIELDS, INC.					
	2021165	04/23/21	01	BASEBALL INFIELD MIX	79-790-56-00-5646		1,169.91
					INVOICE TOTAL:		1,169.91 *
					CHECK TOTAL:		1,169.91
534674	STEVENS	STEVEN'S SILKSCREENING					
	18528	04/29/21	01	STAFF SHIRTS	79-790-56-00-5600		616.00
					INVOICE TOTAL:		616.00 *
					CHECK TOTAL:		616.00
534675	SUBURLAB	SUBURBAN LABORATORIES INC.					
	188278	04/30/21	01	FLOURIDE & COLIFORM	51-510-54-00-5429		594.00
					INVOICE TOTAL:		594.00 *
	188364	04/30/21	01	RADIOLOGICAL ELEMENTS	51-510-54-00-5429		180.00
					INVOICE TOTAL:		180.00 *
					CHECK TOTAL:		774.00



01-110 ADMINISTRATION  
01-120 FINANCE  
01-210 POLICE  
01-220 COMMUNITY DEVELOPMENT  
01-410 STREET OPERATIONS  
01-640 ADMINSTRATIVE SERVICES  
11-111 FOX HILL SSA

12-112 SUNFLOWER SSA  
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 & RECREATION CAPITAL

42-420 DEBT SERVICE  
51-510 WATER OPERATIONS  
52-520 SEWER OPERATIONS  
72-720 LAND CASH  
79-790 PARKS DEPARTMENT  
79-795 RECREATION DEPT  
82-820 LIBRARY OPERATIONS

83-830 LIBRARY DEBT SERVICE  
84-840 LIBRARY CAPITAL  
87-870 COUNTRYSIDE TIF  
88-880 DOWNTOWN TIF  
90-XXX DEVELOPER ESCROW  
95-XXX ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534676	TURFTEAM	THE TURF TEAM, INC.					
	170914	04/20/21	01	ROLLERS, NUTS, GUAGE	01-410-56-00-5628		39.13
					INVOICE TOTAL:		39.13 *
					CHECK TOTAL:		39.13
534677	UMBBANK	UMB BANK					
	013121-STREBATE	04/01/21	01	NOV 2020-JAN 2021 SALES TAX	01-640-54-00-5492		113,971.22
			02	REBATE	** COMMENT **		
					INVOICE TOTAL:		113,971.22 *
					CHECK TOTAL:		113,971.22
534678	WATERSYS	WATER SOLUTIONS UNLIMITED, INC					
	42343	04/30/21	01	CHEMICALS	51-510-56-00-5638		3,339.00
					INVOICE TOTAL:		3,339.00 *
					CHECK TOTAL:		3,339.00
534679	WILKINSON	WILKINSON EXCAVATING, INC.					
	13146	03/22/21	01	ENGINEER'S PAYMENT ESTIMATE	23-230-60-00-6023		5,879.50
			02	#7 AND FINAL FOUNTAIN VILLAGE	** COMMENT **		
			03	COMPLETION OF IMPROVEMENTS	** COMMENT **		
					INVOICE TOTAL:		5,879.50 *
					CHECK TOTAL:		5,879.50
534680	WINNINGE	WINNINGER EXCAVATING INC.					
	21-982	04/30/21	01	REPAIR WATERMAIN BREAK	51-510-54-00-5462		4,600.00
					INVOICE TOTAL:		4,600.00 *
					CHECK TOTAL:		4,600.00



01-110 ADMINISTRATION  
01-120 FINANCE  
01-210 POLICE  
01-220 COMMUNITY DEVELOPMENT  
01-410 STREET OPERATIONS  
01-640 ADMINSTRATIVE SERVICES  
11-111 FOX HILL SSA

12-112 SUNFLOWER SSA  
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 & RECREATION CAPITAL

42-420 DEBT SERVICE  
51-510 WATER OPERATIONS  
52-520 SEWER OPERATIONS  
72-720 LAND CASH  
79-790 PARKS DEPARTMENT  
79-795 RECREATION DEPT  
82-820 LIBRARY OPERATIONS

83-830 LIBRARY DEBT SERVICE  
84-840 LIBRARY CAPITAL  
87-870 COUNTRYSIDE TIF  
88-880 DOWNTOWN TIF  
90-XXX DEVELOPER ESCROW  
95-XXX ESCROW DEPOSIT

INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534681	YOUNGM	MARLYS J. YOUNG					
	042021	04/30/21	01	04/20/21 PW MEETING MINUTES	01-110-54-00-5462		49.50
					INVOICE TOTAL:		49.50 *
	042621	04/30/21	01	04/26/21 MEETING MINUTES	82-820-54-00-5462		35.00
					INVOICE TOTAL:		35.00 *
				CHECK TOTAL:			84.50



TOTAL CHECKS PAID: 279,797.58

TOTAL DEPOSITS PAID: 6,764.00

TOTAL AMOUNT PAID: 286,561.58

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

INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534683	ALPHAMED	ALPHA MEDIA					
	2021 SOLSTICE	05/19/21	01	SUMMER SOLSTICE ADVERTISING	79-795-54-00-5426		3,500.00
					INVOICE TOTAL:		3,500.00 *
					CHECK TOTAL:		3,500.00
D002068	ANTPLACE	ANTHONY PLACE YORKVILLE LP					
	JUNE 2021	05/12/21	01	CITY OF YORKVILLE HOUSING	01-640-54-00-5427		829.00
			02	ASSISTANCE PROGRAM RENT	** COMMENT **		
			03	REIMBURSEMENT FOR THE MONTH OF	** COMMENT **		
			04	JUNE 2021	** COMMENT **		
					INVOICE TOTAL:		829.00 *
					DIRECT DEPOSIT TOTAL:		829.00
534684	BULLINGJ	JOSLYN T. BULLINGTON					
	MAY 1 - 11	05/12/21	01	UMPIRE	79-795-54-00-5462		35.00
					INVOICE TOTAL:		35.00 *
					CHECK TOTAL:		35.00
534685	CAROUSEL	HARY WARNER					
	2021 CRUISE	05/12/21	01	06/02/21 CRUISE NIGHT DJ	79-795-56-00-5606		275.00
					INVOICE TOTAL:		275.00 *
					CHECK TOTAL:		275.00
534686	EEI	ENGINEERING ENTERPRISES, INC.					
	71333	04/30/21	01	KENDALL MARKETPLACE-LOT 52	90-154-00-00-0111		6,613.25
					INVOICE TOTAL:		6,613.25 *
	71360	05/05/21	01	RESTORE CHURCH	90-121-00-00-0111		147.00
					INVOICE TOTAL:		147.00 *
					CHECK TOTAL:		6,760.25

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

INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534687	EJEQUIP	EJ EQUIPMENT					
	P04163	05/05/21	01	STEEL	01-410-56-00-5628		600.00
					INVOICE TOTAL:		600.00 *
					CHECK TOTAL:		600.00
534688	ELENBAAJ	JOHN ELENBAAS					
	050821	05/08/21	01	UMPIRE	79-795-54-00-5462		70.00
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		70.00
534689	ENCODE	ENCODE PLUS, LLC					
	18972	04/16/21	01	ENCODE PLUS ANNUAL RENWAL	01-220-54-00-5462		5,250.00
					INVOICE TOTAL:		5,250.00 *
					CHECK TOTAL:		5,250.00
534690	EVINST	W. THOMAS EVINS					
	050121	05/01/21	01	UMPIRE	79-795-54-00-5462		70.00
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		70.00
534691	FOXVALLE	FOX VALLEY TROPHY & AWARDS					
	36770	05/04/21	01	EMPLOYEE SERVICE AWARDS	01-110-56-00-5610		507.00
					INVOICE TOTAL:		507.00 *
					CHECK TOTAL:		507.00
534692	HOOPERN	NOLAN HOOPER					

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

INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534692	HOOPELN	NOLAN HOOPER					
	MAY 1 - 11	05/12/21	01	UMPIRE	79-795-54-00-5462		20.00
					INVOICE TOTAL:		20.00 *
					CHECK TOTAL:		20.00
534693	IMPERINV	IMPERIAL INVESTMENTS					
	MAR 2021-REBATE	05/10/21	01	MAR 2021 BUSINESS DIST REBATE	01-000-24-00-2488		2,778.38
					INVOICE TOTAL:		2,778.38 *
					CHECK TOTAL:		2,778.38
534694	IRVINGS	STEPHEN IRVING					
	050621	05/06/21	01	UMPIRE	79-795-54-00-5462		160.00
					INVOICE TOTAL:		160.00 *
					CHECK TOTAL:		160.00
534695	KCSHERIF	KENDALL CO. SHERIFF'S OFFICE					
	YRK-DRN-21	03/26/21	01	UAV/UAS INSURANCE	01-210-54-00-5460		500.00
					INVOICE TOTAL:		500.00 *
					CHECK TOTAL:		500.00
534696	KENDCROS	KENDALL CROSSING, LLC					
	BD REBATE 03/21	05/10/21	01	MAR 2021 BUSINESS DIST REBATE	01-000-24-00-2487		2,261.23
					INVOICE TOTAL:		2,261.23 *
					CHECK TOTAL:		2,261.23
534697	KENDEDC	KENDALL COUNTY COLLECTOR					

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

INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534697	KENDED C	KENDALL COUNTY COLLECTOR					
	2020 FEE-ROB ROY	05/11/21	01	2020 ROB ROY DRAINAGE DIST FEE	01-640-54-00-5462		161.62
					INVOICE TOTAL:		161.62 *
	2020 FEES-RAYMOND	05/12/21	01	2020 RAYMOND DRAINAGE DIST FEE	01-640-54-00-5462		315.58
					INVOICE TOTAL:		315.58 *
					CHECK TOTAL:		477.20
534698	LASSALL J	JAVIER LASSALLE					
	050821	05/08/21	01	UMPIRE	79-795-54-00-5462		70.00
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		70.00
534699	LIPSCOJA	JACOB LIPSCOMB					
	MAY 1 - 11	05/12/21	01	UMPIRE	79-795-54-00-5462		55.00
					INVOICE TOTAL:		55.00 *
					CHECK TOTAL:		55.00
534700	METROWES	METRO WEST COG					
	4425	05/01/21	01	MEMBERSHIP DUES RENEWAL	01-110-54-00-5460		6,657.70
					INVOICE TOTAL:		6,657.70 *
					CHECK TOTAL:		6,657.70
534701	MIDWSALT	MIDWEST SALT					
	P457693	05/05/21	01	BULK ROCK SALT	51-510-56-00-5638		2,761.99
					INVOICE TOTAL:		2,761.99 *
	P457734	05/06/21	01	BULK ROCK SALT	51-510-56-00-5638		2,520.42
					INVOICE TOTAL:		2,520.42 *
					CHECK TOTAL:		5,282.41

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



INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534702	MODAFFJ MAY 1 - 11	JACK MODAFF 05/12/21	01	UMPIRE	79-795-54-00-5462		110.00
					INVOICE TOTAL:		110.00 *
					CHECK TOTAL:		110.00
534703	NEMRT 281765	NORTH EAST MULTI-REGIONAL 03/22/21	01	MEMBERSHIP DUE RENEWAL	01-210-54-00-5460		2,945.00
					INVOICE TOTAL:		2,945.00 *
					CHECK TOTAL:		2,945.00
534704	NEOPOST 052421	QUADIENT FINANCE USA, INC 05/24/21	01	REFILL POSTAGE METER	01-000-14-00-1410		500.00
					INVOICE TOTAL:		500.00 *
					CHECK TOTAL:		500.00
534705	R0002456 051121	HOLLY JONES 05/11/21	01	REFUND OVERPAYMENT ON UTILITY	01-000-13-00-1371		1,800.00
			02	ACCT#0102401950-00	** COMMENT **		
					INVOICE TOTAL:		1,800.00 *
					CHECK TOTAL:		1,800.00
534706	R0002457 050321	JOHN ROHLFING 05/03/21	01	REFUND UTILITY OVERPAYMENT	01-000-13-00-1371		193.54
			02	ON ACCT#0104511320-00	** COMMENT **		
					INVOICE TOTAL:		193.54 *
					CHECK TOTAL:		193.54

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

INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534707	R0002458	CHRISTY DOTSON					
	042121	04/21/21	01	REFUND OVERPAYMENT ON UTILITY	01-000-13-00-1371		321.17
			02	ACCT#0101344600-04	** COMMENT **		
					INVOICE TOTAL:		321.17 *
					CHECK TOTAL:		321.17
534708	R0002459	MICHAEL PETITTI					
	051721	05/17/21	01	REFUND OVERPAYMENT ON UTILITY	01-000-13-00-1371		230.87
			02	ACCT #0103520100-03	** COMMENT **		
					INVOICE TOTAL:		230.87 *
					CHECK TOTAL:		230.87
534709	RIETZR	ROBERT L. RIETZ JR.					
	050621	05/06/21	01	UMPIRE	79-795-54-00-5462		160.00
					INVOICE TOTAL:		160.00 *
					CHECK TOTAL:		160.00
534710	RUSSPOWE	RUSSO HARDWARE INC.					
	SPI10649952	05/03/21	01	RIDE MOWER	25-215-60-00-6070		10,785.75
					INVOICE TOTAL:		10,785.75 *
					CHECK TOTAL:		10,785.75
534711	SECOND	SECOND CHANCE CARDIAC SOLUTION					
	21-004-235-Q	04/30/21	01	REPLACEMENT AED FOR RIVERFRONT	79-790-56-00-5640		659.00
			02	PARK	** COMMENT **		
					INVOICE TOTAL:		659.00 *
					CHECK TOTAL:		659.00

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

INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534712	SIGURA	INNOVATIVE WATER CARE LLC					
	95125518	05/01/21	01	INSTALLMENT FOR MAINTENANCE	12-112-54-00-5416		816.66
			02	SERVICE RENEWAL	** COMMENT **		
					INVOICE TOTAL:		816.66 *
	95125519	05/01/21	01	INSTALLMENT FOR SEASONAL	23-216-54-00-5446		608.33
			02	SERVICE AGREEMENT RENEWAL	** COMMENT **		
					INVOICE TOTAL:		608.33 *
					CHECK TOTAL:		1,424.99
534713	STRAZNIK	KATIE STRAZNICAS					
	050121	05/01/21	01	UMPIRE	79-795-54-00-5462		70.00
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		70.00
534714	TURFTEAM	THE TURF TEAM, INC.					
	172398	05/13/21	01	MOWER	25-225-60-00-6060		10,079.00
					INVOICE TOTAL:		10,079.00 *
					CHECK TOTAL:		10,079.00
534715	VOITIKM	MICHAEL VOITIK					
	050621	05/06/21	01	UMPIRE	79-795-54-00-5462		160.00
					INVOICE TOTAL:		160.00 *
					CHECK TOTAL:		160.00
D002069	YBSD	YORKVILLE BRISTOL					
	2021-004	05/14/21	01	MAY 2021 LANDFILL EXPENSE	51-510-54-00-5445		13,972.17
					INVOICE TOTAL:		13,972.17 *

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

INVOICES DUE ON/BEFORE 05/25/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
D002069	YBSD	YORKVILLE BRISTOL					
	21-APR	05/11/21	01	APR 2021 SANITARY FEES	95-000-24-00-2450		259,159.01
					INVOICE TOTAL:		259,159.01 *
	APR-21	05/03/21	01	APR 2021 PERMIT FEES	95-000-24-00-2454		14,000.00
					INVOICE TOTAL:		14,000.00 *
					DIRECT DEPOSIT TOTAL:		287,131.18
534716	YOUNGM	MARLYS J. YOUNG					
	050421	05/09/21	01	05/04/21 EDC MEETING MINUTES	01-110-54-00-5462		42.00
					INVOICE TOTAL:		42.00 *
					CHECK TOTAL:		42.00
534717	00000000	TOTAL DEPOSIT					
	052521-01	05/25/21	01	TOTAL DIRECT DEPOSITS			287,960.18
					INVOICE TOTAL:		287,960.18 *
				< THIS CHECK IS USED TO BALANCE YOUR ACCOUNT FOR DIRECT DEPOSITS >	CHECK TOTAL:		287,960.18
					TOTAL CHECKS PAID:		64,810.49
					TOTAL DEPOSITS PAID:		287,960.18
					TOTAL AMOUNT PAID:		352,770.67

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



# UNITED CITY OF YORKVILLE

## PAYROLL SUMMARY

### May 14, 2021

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	\$ 20,162.25	\$ -	20,162.25	\$ 2,248.37	\$ 1,497.06	\$ 23,907.68
FINANCE	11,557.14	-	11,557.14	1,300.66	874.58	\$ 13,732.38
POLICE	125,675.50	3,673.88	129,349.38	719.52	9,625.75	\$ 139,694.65
COMMUNITY DEV.	20,814.10	-	20,814.10	2,345.79	1,556.67	\$ 24,716.56
STREETS	16,664.18	213.23	16,877.41	1,875.08	1,237.06	\$ 19,989.55
WATER	16,971.04	207.14	17,178.18	1,908.50	1,253.32	\$ 20,340.00
SEWER	9,280.10	-	9,280.10	1,031.02	676.28	\$ 10,987.40
PARKS	23,240.69	-	23,240.69	2,568.27	1,722.87	\$ 27,531.83
RECREATION	14,479.66	-	14,479.66	1,340.14	1,075.62	\$ 16,895.42
LIBRARY	14,854.08	-	14,854.08	928.08	1,100.76	\$ 16,882.92
<b>TOTALS</b>	<b>\$ 273,698.74</b>	<b>\$ 4,094.25</b>	<b>\$ 277,792.99</b>	<b>\$ 16,265.43</b>	<b>\$ 20,619.97</b>	<b>\$ 314,678.39</b>

**TOTAL PAYROLL**

**\$ 314,678.39**



## UNITED CITY OF YORKVILLE

### BILL LIST SUMMARY

Tuesday, May 25, 2021

#### ACCOUNTS PAYABLE

#### DATE

##### FY 21

City Check Register - FY 21 (*Pages 1 - 18*)

05/25/2021 \$ 286,561.58

**SUB-TOTAL:** \$ 286,561.58

##### FY 22

City Check Register - FY 22 (*Pages 19 - 26*)

05/25/2021 \$ 352,770.67

**SUB-TOTAL:** \$352,770.67

#### PAYROLL

Bi - Weekly (*Page 27*)

05/14/2021 \$ 314,678.39

**SUB-TOTAL:** \$ 314,678.39

**TOTAL DISBURSEMENTS:** \$ 954,010.64



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

Agenda Item Number

Consent Agenda #3

Tracking Number

PW 2021-36

### Agenda Item Summary Memo

**Title:** Supplemental MFT resolution for bulk rock salt

**Meeting and Date:** City Council – May 25, 2021

**Synopsis:** Annual resolution appropriating MFT funds for the purchase of bulk rock salt.

#### Council Action Previously Taken:

Date of Action: PW 5/18/21 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2021-36

**Type of Vote Required:** Positive

**Council Action Requested:** Approval

**Submitted by:** Eric Dhuse  
Name

Public Works  
Department

#### Agenda Item Notes:

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# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, Administrator  
Date: May 3, 2021  
Subject: Supplemental Resolution for Bulk Rock Salt

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## **Summary**

I am requesting approval of an MFT general maintenance resolution to allow the use of MFT funds to purchase bulk rock salt for the upcoming winter season.

## **Background**

We typically use MFT funds to buy our bulk rock salt. In order to do that, we must approve a resolution that authorizes those certain MFT funds for this purchase.

This year, I have submitted our request electronically to the State's Central Management System for 1920 tons of salt. The electronic submission was in lieu of the normal contract that is signed and returned each year. By submitting the request we are now part of a much larger pool of other municipalities, townships, counties and other road districts. Our contract obligates us to take a minimum of 80% (1600 tons) of our submitted quantity and a maximum of 120% (2300 tons). The cost this year will be the exact same as last year, \$45.44 per ton. We are allowed to renew a contract one time for a one year period. The only downside is that you can only increase your tonnage by 20%. We currently have 1000 tons in storage in the KC Highway Dept. facility, and approximately 100 tons in our material storage shed. I feel that 2300 additional tons will be plenty of salt for our roads, and leave us some for the next season. In comparison, we used approximately 1600 tons this year.

We have used the State's CMS for our salt bids for many years. By combining all the governmental agencies into one bid, we are hopefully able to receive the best pricing.

## **Recommendation**

I recommend approving the resolution authorizing the use of MFT funds to purchase bulk rock salt. This is budgeted for in the approved FY 22 budget in the MFT section.

I would ask that this be placed on the May 18, 2021 Public Works Committee agenda for discussion and direction.





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



Resolution Number	Resolution Type	Section Number
	Supplemental	21-00000-00-GM

BE IT RESOLVED, by the Council of the City of  
Governing Body Type Local Public Agency Type  
Yorkville Illinois that there is hereby appropriated the sum of  
Name of Local Public Agency

One Hundred Five Thousand Dollars ( \$105,000.00 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

05/01/21 to 04/30/22  
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 \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

(SEAL)

Clerk Signature

**APPROVED**

Regional Engineer  
Department of Transportation

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### 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

Submission Type **Supplemental**

Maintenance Period

Local Public Agency	County	Section Number	Beginning	Ending
City of Yorkville	Kendall	21-00000-00-GM	05/01/21	04/30/22

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
Snow Removal	IIA		Bulk Rock Salt	ton	1,920	\$45.44	\$87,244.80	\$87,244.80
<b>Total Operation Cost</b>								\$87,244.80

Estimate of Maintenance Costs Summary

	MFT Funds	RBI Funds	Other Funds	Estimated Costs
<b>Maintenance</b>				
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)				
<b>Maintenance Total</b>				

Estimated Maintenance Eng Costs Summary

	MFT Funds	RBI Funds	Other Funds	Total Est Costs
<b>Maintenance Engineering</b>				
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
<b>Maintenance Engineering Total</b>				
<b>Total Estimated Maintenance</b>				

Remarks

**SUBMITTED**

Local Public Agency Official

Date

Title

Director of Public Works

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/material 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 or Category II-B and require competitive bidding with a material proposal, a deliver and install proposal or material quotation.

**Category IV** — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a formal 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 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** — Insert the total of the Maintenance Operation Cost, for items done by a contract insert the estimated contract amount.

### Maintenance

**Estimate of Maintenance Costs Summary** — Under each item listed below, list the amount of estimated MFT funds, Rebuild Illinois (RBI) funds and local funds to be expended, 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, Material Quotations** — For the operation listed to the left insert the estimate amount to be expended using a bidding process for material/deliver & install proposal and/or material quotations, if applicable.

**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 estimated to be 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** — For each item listed below, list under the funding type what the estimated amount to be expended for each item.

**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.

### Instructions for BLR 14222 - Page 3 of 4

Advertising Costs — Insert the amount of funds estimated to be expended on advertising costs, if applicable.

Bridge Inspection Costs — Insert the amount of funds estimated to be expended 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.

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/Material Quotations (Bid Items) — Insert the total amount expended on Materials Proposals, Deliver and Install proposals, Materials Quotations (Bid Items). This will be for items that were required to be bid.

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/Rebuild Illinois Portion — These are calculated fields, no entry is necessary. This is the sum of the total cost minus the amount paid with local funds.

Motor Fuel Tax Portion — Insert the amount of the total cost that was paid for with Motor Fuel Tax funds for Maintenance and Maint. Engineering, as applicable.

Motor Fuel Tax Funds Authorized — Insert the net amount of Motor Fuel Tax Funds authorized for each type.

Motor Fuel Tax Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Motor Fuel Tax funds expended minus the amount of Motor Fuel Tax funds authorized. 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.

Rebuild Illinois Portion — Insert the amount of the total cost that was paid for with Rebuild Illinois funds for Maintenance and Maint. Engineering, as applicable.

Rebuild Illinois Funds Authorized — Insert the net amount of Rebuild Illinois Funds authorized for each type.

Rebuild Illinois Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Rebuild Illinois funds expended minus the amount of Rebuild Illinois funds authorized. 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.

Difference — No entry necessary, this field is automatically calculated. It is the difference between Total Motor Fuel Tax/Rebuild Illinois Portion for Maintenance and Maint. Engineering. The fields must equal zero; if not, review the amounts inserted under Motor Fuel Tax and Rebuild Illinois need to be corrected.

Remarks — Enter remarks as applicable covering the items entered.

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

State of Illinois  
DEPARTMENT OF TRANSPORTATION  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
ROCK SALT

Effective August 1, 1969  
Revised January 1, 2002

All references to Sections or Articles in this specification shall be construed to mean a specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

Description. This item shall consist of furnishing rock salt (sodium chloride) in bins or stockpiles at location designated in the Proposal.

Materials. Material shall meet the requirements of Article 1013.02 except that the gradation shall be as follows:

Passing 12.5 mm (1/2 inch) sieve	100 %
Passing 9.5 mm (3/8 inch) sieve	95 - 100 %
Passing 4.75 mm (No. 4) sieve	20 - 90 %
Passing 2.36 mm (No. 8) sieve	10 - 60 %
Passing 600 $\mu$ m (No. 30) sieve	0 - 10 %

The Department reserves the right to reject any shipments of rock salt which are delivered in a frozen or caked condition or which contain free water.

The Department reserves the right to accept delivery of Rock Salt which, according to analysis by the Department, has a sodium chloride (NaCl) content of less than 96.0 %, but is not less than 90.0 %. Material with less than 90.0 % sodium chloride will be rejected. When such exceptions are allowed, payment will be adjusted.

Method of Measurement. Rock salt will be measured by the metric ton (ton).

Basis of Payment. This work will be paid for at the contract unit price per metric ton (ton) for furnishing and transporting ROCK SALT based on the sodium chloride content. Payment will be in accordance with the following schedule:

- NaCl Content 96.0% to 100.0% Net Bid price per ton.
- NaCl Content 95.0% to 95.9% Bid price less \$0.50 per metric ton (ton).
- NaCl Content 94.0% to 94.9% Bid price less \$2.00 per metric ton (ton).
- NaCl Content 90.0% to 93.9% Bid price less \$4.00 per metric ton (ton).





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

Agenda Item Number

Consent Agenda #4

Tracking Number

PW 2021-39

### Agenda Item Summary Memo

**Title:** 2020 Striping Program

**Meeting and Date:** City Council – May 25, 2021

**Synopsis:** Recommendation to Approve Request for Change in Plans and Final Payment

Estimate.

#### Council Action Previously Taken:

Date of Action: PW 5/18/21 Action Taken: Moved forward to CC consent agenda.

Item Number: PW 2021-39

**Type of Vote Required:** Majority

**Council Action Requested:** Approval of Request for Change in Plans and Final Payment

Estimate.

**Submitted by:** Brad Sanderson Engineering  
Name Department

#### Agenda Item Notes:

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# Memorandum

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

Date: May 6, 2021  
Subject: 2020 Striping Program

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The 2020 Striping Program was awarded to Precision Pavement Markings, Inc, Pingree Grove, Illinois 60140 at total awarded value of \$28,768.54. The project is now complete and accepted. The project came in \$3,769.15 under budget for a Final Construction Cost of \$24,999.39. Due to the use of Motor Fuel Tax Funds, the Request for Change in Plans and Engineer's Final Payment Estimate need to be approved by IDOT before final payment can be made.

We recommend City Approval of the Request for Change in Plans and Engineer's Final Payment Estimate.

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



# Request for Approval of Change of Plans



Local Public Agency	County	Route	Section Number
United City of Yorkville	Kendall	Various Local Roads	20-00000-01-GM
Request Number	Contractor		
1	Precision Pavement Markings, Inc.		
Address		City	State Zip Code
1220 Bell Court		Pingree Grove	IL 60140
Date			
<div></div>			

I recommend that this Deduction be made from the above contract.

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

Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
POLYUREA PAVEMENT MARKING TYPE I - LETTERS AND SYMBOLS	SQ FT	47	\$8.000	D	\$0.00	\$376.00
POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FOOT	310	\$1.330	A	\$412.30	\$0.00
POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	FOOT	451	\$1.950	D	\$0.00	\$879.45
POLYUREA PAVEMENT MARKING TYPE I - LINE 8"	FOOT	860	\$2.700	D	\$0.00	\$2,322.00
POLYUREA PAVEMENT MARKING TYPE I - LINE 12"	FOOT	13	\$4.000	A	\$52.00	\$0.00
POLYUREA PAVEMENT MARKING TYPE I - LINE 24"	FOOT	82	\$8.000	D	\$0.00	\$656.00
					\$0.00	\$0.00
					\$0.00	\$0.00
Total Changes					\$464.30	\$4,233.45

Add Row

Total Net Change	(\$3,769.15)
Amount of Original Contract	\$28,768.54
Amount of Previous Change Orders	\$0.00
Amount of adjusted/final contract	\$24,999.39

Total net deduction to date (\$3,769.15) which is -13.1% of the contract price.

State fully the nature and reason for the change

Changes per as-built quantities measured in the field

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

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

Prepared By	Title of Preparer
Nadia L. Schweisthal	Senior Project Engineer I

Submitted/Approved

Local Public Agency	Date
BY:	
Title: Mayor	

**For a Road District project County Engineer signature required.**

County Engineer/Superintendent of Highways	Date

**Approved:**  
**Illinois Department of Transportation**

Regional Engineer	Date

### Instructions for BLR 13210

Form Instructions are not to be submitted with the form.

This form shall be used for any contract, day labor construction, or contract maintenance projects to document any differences between plan quantities and completed quantities. Refer to Chapter 13 of the Bureau of Local Roads and Streets Manual for more information. 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. An agreed unit price letter must be submitted as an attachment to this form for any new pay items. For any force account work a copy of the billing(s) must also be attached to this form when submitted.

Local Public Agency	Insert the name of the Local Public Agency (LPA).
County	Insert the name of the County where the LPA is located.
Route	Insert the name of the route on which the project is located.
Section Number	Insert the section number for this project without dashes, they are automatically inserted.
Request No.	Insert the number applicable to the number of times this form has been submitted for this section.
Final	Check the box if this is the final request for approval of <b>change</b> in plans for <b>this</b> contract.
Contractor Name	Insert the name of the contractor.
Contractor Address	Insert the address of the contractor.
Date	Insert the date of the request.
Addition, Extension, Deduction	Insert addition, extension, deduction as it applies to the total of the request for change in plans being submitted.
Item Description	Insert the description of the item for the change request submittal.
Unit of Measure	Insert the unit of measure for the item listed to the left.
Quantity	Insert the quantity of the change for the item listed to the left.
Unit Price	Insert the unit price for the item listed to the left.
Addition or Deduction	Insert "A" if the item listed to the left is an increase to the original contract, insert "D" if the item listed to the left is a decrease to the original contract.
Total Addition	This is the sum of all additions listed.
Total Deduction	This is the sum of all deductions listed.
Total Changes	This is the difference between the sum of all additions listed and the sum of all deductions listed.
Total Net Change	This is automatically calculated. It is the difference between the total additions and total deductions.
Amount of Original Contract	Insert the amount of the original contract.
Amount of Previous Change Orders	Insert the total amount of previous change orders if applicable.
Amount of adjusted/final contract	This is the amount of the original contract with all additions and deductions taken into account.
addition, deduction	Insert the addition if the amount of adjusted/final contract is more than the awarded contract. If the adjusted/final contract is less than the original award insert deduction. The amount of the total changes to date to this contract, and the percentages of the changes to the original contract calculated from the original contract price and the total changes.
Statement	Insert a statement regarding the change(s) to the contract, stating the fully the nature and reason for the change.
Net Increase/Decrease	When the net increase or decrease in the cost of the contract is \$10,000 or more, or the time of completion is increased or decreased by 30 days or more, check one or more of the statements following.
Prepared by	Insert the name of the preparer.
Title of the Preparer	Insert the title of the preparer.
Local Public Agency	The LPA shall sign and date here.
Title	Insert the title of the person signing above.
County Engineer	For County and Road District Projects and County Engineer shall sign and date here.
Regional Engineer	Upon approval the IDOT Regional Engineer shall sign and date here.

A minimum of three (3) signed originals must be submitted to the District Office. Follow the Regional Engineer's approval, distribution will be as follows:

District File  
Local Public Agency  
Engineer



## Engineer's Payment Estimate



Local Public Agency	County	Route(s) (Street/Road)	Section Number	Estimate 2	
United City of Yorkville	Kendall	Various	20-00000-01-GM	<input checked="" type="checkbox"/> Final	
Payable to Name					
Precision Pavement Markings, Inc.					
Address				Date From	Date To
1220 Bell Court Pingree Grove, IL 60140				05/04/21	

	Pay Items	Unit of Meas.	Awarded		Approved Change in Plans		Completed to Date		
			Quantity	Values	Added	Deducted	Quantity	Unit Price	Value
-	POLYUREA PAVEMENT MARKING TY I - LETTERS AND SYMBOLS	SQ FT	531	\$4,248.00		47	484	\$8.00	\$3,872.00
-	POLYUREA PAVEMENT MARKING TY I - LINE 4"	FOOT	10888	\$14,481.04	310		11198	\$1.33	\$14,893.34
-	POLYUREA PAVEMENT MARKING TY I - LINE 6"	FOOT	2050	\$3,997.50		451	1599	\$1.95	\$3,118.05
-	POLYUREA PAVEMENT MARKING TY I - LINE 8"	FOOT	860	\$2,322.00		860	0	\$2.70	\$0.00
-	POLYUREA PAVEMENT MARKING TY I - LINE 12"	FOOT	310	\$1,240.00	13		323	\$4.00	\$1,292.00
-	POLYUREA PAVEMENT MARKING TY I - LINE 24"	FOOT	310	\$2,480.00		82	228	\$8.00	\$1,824.00
Add Row		Total		\$28,768.54	Total				\$24,999.39
	Miscellaneous Extras and Credits					Values			
-									
Add Row					Total Miscellaneous Extras and Credits				
					Total Value of Completed Work			\$24,999.39	
					Deduct Retainage				
					Balance Due of Completed Work			\$24,999.39	

Local Public Agency	County	Route(s) (Street/Road)	Section Number
United City of Yorkville	Kendall	Various	20-00000-01-GM

	Miscellaneous Debits	Values	
-	PAY ESTIMATE NO. 1	\$23,749.42	
Add Row		Total Miscellaneous Debits	\$23,749.42
		Net Cost of Section	\$1,249.97
		Previous Payments	
		Net Amount Due	\$1,249.97

- ☐ The Local Public Agency (LPA) certifies that the above pay estimate quantities do not require submission to the Department of Transportation of a Change in Plans (BLR 13210).
- ☐ The LPA certifies that a Change in Plans (BLR 13210) has been submitted to, and approved by the Department of Transportation as required for the above quantities.
- ☐ The LPA is under agreements of understanding and has completed the required paperwork and documentation, with submissions made per the agreement.

Resident Engineer	Date

Local Agency	Date

Prepared by	Title
Nadia L Schweisthal	Senior Project Engineer I

Approved Regional Engineer	Date

**Instructions for BLR 13230 - Page 1 of 1**  
**Form instructions are not to be submitted with the form.**

This form shall be used for all day labor and contract projects, (maintenance or construction) to document payment to a contractor for work performed. See Chapter 13 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements, refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Local Public Agency	Insert the name of the Local Public Agency (LPA).
County	Select the name of the County where the LPA is located.
Route	Insert the name of the route the project is located on.
Section Number	Insert the section number assigned to this project without dashes.
Estimate #	Insert the sequential number of the estimate.
Final	Check the box if this is the final pay estimate.
Payable to Name	Insert the name of the contractor.
Payable to Address	Insert the address for the contractor listed to the above.
Date From	Insert the beginning date of work for this pay estimate.
Date To	Insert the ending date of work for this pay estimate.
Pay Items	
Pay Items	Insert the unit of measure for the pay item.
Unit of Measure	Insert the unit of measure for the item.
Awarded	
Quantity	Insert the quantity of the pay item from the awarded contract.
Values	This is a calculated field, no entry is necessary.
Approved Change in Plans	All quality changes must be approved by IDOT using BLR 13210. In order to enter changes in quantity (added or deducted) the amounts must be approved by IDOT on BLR 13210 first. IDOT requires submission of a Change of Plans (BLR 13210) to document any plan changes. See BLRS Manual Chapter 13, section 13-2.03 (c).
Added	Insert any approved additions to awarded quantity.
Deducted	Insert any approved deductions to the awarded quantity.
Completed to Date	
Quantity	Insert the quantity completed to date for this pay item.
Unit Price	Insert the awarded unit price for this pay item.
Value	This is a calculated field, no entry is necessary.
Miscellaneous Extras and Credits	
Miscellaneous Extras and Credits	Insert a description of the approved miscellaneous extras and credits (e.g., agreed price items, extra work, etc.)
Values	Insert the dollar value of the approved miscellaneous extras and credits.
Total Misc. Extras and Credits	This is a calculated field, no entry is necessary.
Total Value of Completed Work	This is a calculated field, no entry is necessary.
Deduct Retainage	If this is the final pay estimate, the amount will be zero.
Balance Due on Completed Work	This is a calculated field, no entry is necessary.
Miscellaneous Debits	
Miscellaneous Debits	Insert the approved miscellaneous debits (e.g. liquidated damages, surface variations, etc.)
Values	Insert the dollar value of the approved miscellaneous debit.
Total Miscellaneous Debits	This is a calculated field, no entry is necessary.
Net Cost of Section	This is a calculated field, no entry is necessary.
Previous Payments	Insert the total dollar value(s) of previously approved pay estimates to the contractor.
Net Amount Due	This is a calculated field; no entry is necessary.

**A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District Office.**

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

Bureau of Local Roads and Streets Office  
LPA Clerk  
LPA Engineer





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

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2021-28

### Agenda Item Summary Memo

**Title:** Grande Reserve Economic Incentive Agreement

**Meeting and Date:** City Council – May 25, 2021

**Synopsis:** Proposed economic incentive agreement for the Grande Reserve subdivision.

#### Council Action Previously Taken:

Date of Action: CC 5/11/21 Action Taken: Discussion. Bring back to 5/25/21 CC.

Item Number: CC 2021-28

**Type of Vote Required:** Majority

**Council Action Requested:** Vote

**Submitted by:** Krysti J. Barksdale-Noble, AICP

Community Development

Name

Department

#### Agenda Item Notes:

See attached memorandum.



# Memorandum

To: Economic Development Committee  
From: Krysti J. Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Date: May 6, 2021  
Subject: **Grande Reserve – Economic Incentive/Development Agreement**  
Proposed Agreement for Site Improvements, Pre-payment of Road Obligations, Development Fees, Security & Architectural Standards

## Request Summary:

An application has been filed with the City of Yorkville by Grande Reserve (Chicago) ASLI VI, LLLP (Avanti Properties Group), the successor developer of the Grande Reserve subdivision, seeking approval of an economic incentive/development agreement which would address the site improvements and funding obligations remaining from the original annexation agreement. The proposed agreement would establish provisions related to the prepayment of \$2.8 million for Mill Road improvements; lump sum payment of certain park land cash fees; schedule for future payment and construction obligations for undeveloped park sites; early acceptance of certain subdivision improvements; an increase in security amounts posted for infrastructure completion; adjustment to certain permit fee structures; architectural standards and proposed minor amendment for duplex units.

## Development Background:

In July 2003, the City approved the original annexation agreement for the Grande Reserve development which laid out an approximately 1,000-acre residential planned unit development consisting of roughly 2,600 single-family, villa, duplex, townhome and apartment dwelling units located within distinct neighborhoods. While the original developers/owners, MPI and Isenstein-Pasquinelli, proceeded to build out 376 dwelling units between 2003-2008, the economic conditions in the home construction market soured and the development stalled.

The incomplete subdivision was eventually foreclosed upon by Bank of America in 2009. An additional 42 homes were built during this time before Bank of America sold the property to ASLI VI, LLP (Avanti Properties Group), the current developer/owner in 2012. Subsequent annexation agreement amendments were approved in 2012, 2013 and 2019 to address a temporary reduction in security guarantees for certain units, school transition fees and the removal of restrictions on number of 3-bedroom homes in Neighborhood 1.

Since the acquisition of Grande Reserve by Avanti Properties Group, several national homebuilders such as NVR (Ryan Homes), DR Horton and Pulte Group, have purchased lots and began construction of new homes in the subdivision. From March 2016 to March 2021, there were 391 new homes built in Grande Reserve. In total, 809 dwelling units have been built representing approximately 30% development completion. The current annexation agreement is set to expire in July 2023.



**Grande Reserve**  
United City of Yorkville, Illinois  
Yorkville GIS 3-23-21



### **Current Development Status, Permit Fees & Recent Infrastructure Improvements:**

At the time of the 2003 annexation agreement amendment approval, the original developer either prepaid certain building permit fees (prepaid all municipal building capital fees; prepaid ½ of BKFD development fees) or installed regional infrastructure relieving them of certain obligations (sanitary sewer and water systems). The building permit fees for the Grande Reserve Development were locked as part of the 2003 annexation agreement amendment for eight (8) years or until 2011. Since the fee lock expiration, the most significant change in building permit fees affecting this development were the increase in water meter costs (\$390/\$485 to \$500/\$700) and BKFD capital fees (from 300 to \$850) per permit.

To date, all required security guarantees are in place, punchlists for public improvements have been updated, and several units have been accepted by the City. The developer continues to work on the completion and/or installation of roads, sidewalks, streetlights, underground utilities and park improvements as builders finish out platted units.

### **Proposed Economic Incentive Agreement:**

In anticipation of the annexation agreement expiration, City staff and the representative for the developer, Dean Edmeier, have been working since 2017 to reconcile the remaining financial and site improvement obligations. The following summarizes the terms of the proposed Economic Incentive/Developer Agreement:

1. **Off Street Related Improvements** – The original annexation agreement set the maximum developer contribution for perimeter roadway improvements at \$5,004,770 with payment due when certain development triggers are met. The original developer completed certain roadway improvements reducing the obligation to \$3,778,050. Avanti Properties Group has since completed additional road work and paid the City directly towards certain engineering design costs. The remaining balance outstanding is \$2,882,764.50 (*see attached “Grande Reserve Road Construction” map*).
  - a. The agreement proposes the Developer to pay the outstanding balance to the City which will go towards the improvements of Mill Road from Unit 9 to Kennedy Road as follows:
    - i. \$500,000 due within 30 days of the effective date of the agreement.
    - ii. The balance (\$2,382,764.50) due within 30 days of the issuance of construction permits, completion of the public bid process and when the City is prepared to enter into a contract for the work.
  - b. The remaining perimeter improvements for Kennedy Road, per the annexation agreement, will be the responsibility of the City and paid from the \$2,000 per lot roadway contribution fees collected at time of building permit. The City will create an escrow/tracking system in order to collect, segregate and distribute the road impact fees for future use.
2. **Park Donations/Fees** - In addition to all park donations and fees previously paid, the Developer agrees to the following to resolve any remaining park donations and fees due to the City per the Annexation Agreement (*see attached “Grande Reserve Parks and Trails” map*):
  - a. Developer shall take responsibility for grading and seeding Park C per City requirements including but not limited to repairs and ADA improvements to existing trail, and same shall be completed within one (1) year of the Effective Date;

- b. Developer shall further pay the following amounts:
    - i. \$500,000.00 to be paid for the design of Parks A, B and C and/or a new regional park facility within one (1) year of the Effective Date to be used towards the construction or redevelopment of a City-owned new regional park facility, regional recreation facility, City park or trail system;
    - ii. \$158,920.00 as payment in lieu of 2.64 acres for land contribution for Parks D, E & I payable within thirty (30) days of the Effective Date.
    - iii. \$250,000 to be paid in a lump sum upon approval of the first Final Plat for any undeveloped land within Neighborhoods 17-19 (Units 16, 17 and 24). The Developer shall grade and seed Parks F, G and H per City's development standards when Units 16, 17 and 24 are developed.
  - c. Developer further stipulates the Park Capital Fee shall remain \$50.00 per dwelling unit for the platted units the developer owns.
  - d. All payment obligations within the agreement are subject to Ordinance No. 2010-44 which allows the City to prohibit certain services to those entities that owe outstanding fees, such as issuing building permits or conducting inspections.
3. **Security Instruments/Bonds** – The Developer agrees the security posted for public improvements shall be increased from one hundred ten percent (110%) of the approved estimated cost for completion to one hundred twenty percent (120%). This is consistent with the City's Subdivision Control Ordinance requirements and will follow all current standards for security reduction processes.
4. **Early Acceptance** – The Developer requests early acceptance of subdivision improvements in Unit 20 which currently has 42% of the homesites built. Although the typical acceptance time for public improvements is upon 70% of the homesites built, the infrastructure in Unit 20 is substantially complete. All other units will adhere to the threshold of 70% homesites built prior to considering acceptance.
5. **Building Permit Fees** - The City proposes to increase the Building Permit Review Fee for construction from \$650.00 plus \$0.20 per square foot for each unit to \$1,650.00 plus \$0.20 per square foot for each unit. The proposed increase of \$1,000 in the Building Permit Review Fee would be balanced by a reduction in the per unit Public Works Capital Fee (\$700) and Police Capital Fee (\$300) to \$0. The proposed reallocation of fees would not affect the current building permit cost to the Developer but would give the City greater flexibility in the discretion of how this revenue could be used. The Developer is not requesting a lock on any permit fees or building ordinances (*see attached "Proposed Grande Reserve Fee Sheet"*).
6. **Term** – The proposed agreement will terminate either with the issuance of the final occupancy permit constructed in Grande Reserve or July 21, 2041.
7. **Minor PUD Amendment** – The Developer proposes a reduction in the platted 224 duplexes to 111 single-family residences in Unit 9, Neighborhood 8, in exchange for the 111 single-family lots planned in Unit 16, Neighborhood 17 planned to be converted into 222 duplex units. This "entitlement swap" would not result in the loss of any dwelling units in the overall planned development and qualifies as a minor Planned Unit Development (PUD) amendment since the change in housing unit type is less than 5%.

- a. While staff has the authority to administratively approve the reallocation of dwelling types between the units through the minor PUD amendment process (*see attached memo*), this agreement **does not** commit the City to approve a land plan with increased density in Unit 16, as the parcel is unplatted. Per the language in the proposed agreement, the City Council will have “ab initio” review of the site plan, parks/trail locations and architectural standards for any future development of Unit 16, Neighborhood 17 as part of the final plat process.
- b. If the Developer had not proposed a reallocation of the 111 duplex units in Unit 9 to Unit 16, it would have not qualified as a minor PUD amendment but trigger a major PUD amendment. A major PUD amendment requires a public hearing before the Planning and Zoning Commission and final City Council approval. The following charts illustrates the threshold difference between a major (>5%) and minor (<5%) PUD amendment regarding overall unit count and dwelling type:

NH	CURRENT DWELLING TYPE	CURRENT DWELLING UNITS	PROPOSED DWELLING TYPE (MINOR)	PROPOSED DWELLING UNITS (MINOR)	PROPOSED DWELLING TYPE (MAJOR)	PROPOSED DWELLING UNITS (MAJOR)
#1	Single-Family Villa	290	Single-Family Villa	290	Single-Family Villa	290
#2	Duplex	126	Duplex	126	Duplex	126
#3	Townhomes	245	Townhomes	245	Townhomes	245
#4	Multi-Family	300	Multi-Family	300	Multi-Family	300
#5	Townhomes	164	Townhomes	164	Townhomes	164
#6	Townhomes	156	Townhomes	156	Townhomes	156
#7	Townhomes	142	Townhomes	142	Townhomes	142
#8	Duplex	224	Single Family	111	Single Family	111
#9	Single-Family	135	Single-Family	135	Single-Family	135
#10	Single-Family	84	Single-Family	84	Single-Family	84
#11	Single-Family	87	Single-Family	87	Single-Family	87
#12	Single-Family	90	Single-Family	90	Single-Family	90
#13	Single-Family	50	Single-Family	50	Single-Family	50
#14	Single-Family	116	Single-Family	116	Single-Family	116
#15	Single-Family	63	Single-Family	63	Single-Family	63
#16	Single-Family	98	Single-Family	98	Single-Family	98
#17	Single-Family	159	Single-Family	47	Single-Family	159
			Duplex	224		
#18	Single-Family	58	Single-Family	58	Single-Family	58
#19	Single-Family	59	Single-Family	59	Single-Family	59
TOTAL UNITS		2646	TOTAL UNITS 2645		TOTAL UNITS 2533	
Single-Family/Villa		1289	Single-Family/Villa	1288	Single-Family/Villa	1400
Townhomes		707	Townhomes	707	Townhomes	707
Duplex		350	Duplex	350	Duplex	126
Multi-Family		300	Multi-Family	300	Multi-Family	300
% Change in Dwelling Types				-0.99% SF 0% DU	% Change	+8.6% SF -36% DU

8. **Architectural Standards** - The Developer, as part of the Minor PUD Amendment request proposes that both parties shall mutually agree on the architectural standards for the new 111 single-family homes to be built in Unit 9 which will be referenced as a requirement of the Minor PUD Amendment. This provision is to ensure the prior deviations from the approved architectural standards of the HOA covenants granted to DR Horton in 2016 in Neighbor 10 are not repeated. Namely, the reduction in minimum required masonry materials on front facades of single-family detached homes (*see attached "Grande Reserve Architectural Regulations" map*).
  - a. Further, the Developer agrees that any future final plat authorization for the remaining undeveloped units in Grande Reserve will require City approval of the architectural standards and HOA covenants before adoption. This is also stipulated in the current annexation agreement; however, with the pending expiration in 2023, staff and the Developer felt it was prudent to memorialize this condition in the Economic Incentive Agreement.
9. **Neighborhood One HOA Dues** – Per the current annexation agreement, Neighborhood One in Grande Reserve has an established minimum monthly HOA dues payment of \$150.00. Due to efficiencies in management and a reduction in cost, the proposed agreement would set a new minimum monthly HOA dues payment of \$120.00.

**Staff Comments:**

Staff is supportive of the proposed Economic Incentive Agreement as it advances the provisions of the original annexation agreement to ensure completion of the public infrastructure and roadway improvements related to the development. This agreement positions the remaining platted lots for easier take down by interested builders and clarifies the obligations of the unplatted units should the developer decide to sale.

Since this request is for an economic incentive/development agreement, a public hearing is not required. Due to time constraints related to the pending start of construction of Mill Road, this request was not presented at a committee meeting, but brought directly to the City Council for consideration. The City Attorney has reviewed the attached proposed agreement and prepared the approving ordinance for your review. Staff and the petitioner will be available at Tuesday's meeting to answer any questions.

**Attachments:**

1. Draft Approving Ordinance
2. Draft Economic Incentive Agreement
3. Draft Minor PUD Amendment Memo
4. Grande Reserve Early Acceptance Map
5. Grande Reserve Roadway Construction Map
6. Grande Reserve Parks and Trails Map
7. Grande Reserve Architectural Regulations Map
8. Proposed Grande Reserve Fee Sheet

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN ECONOMIC INCENTIVE AGREEMENT BETWEEN THE UNITED CITY OF YORKVILLE AND GRANDE RESERVE (CHICAGO) ASLI VI, L.L.L.P.**

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

**WHEREAS**, the City entered into an Annexation Agreement and Planned Unit Development Agreement (the “**Original Annexation Agreement**”) on July 22, 2003, with MPI-2 Yorkville North LLC, MPI-2 Yorkville Central LLC, and MPI-2 Yorkville South LLC (collectively the “**Original Owners**”) all Illinois Limited Liability Companies; and

**WHEREAS**, the City and a successor to the Original Owners entered into an amendment to the Original Annexation Agreement dated January 10, 2012 (the “**First Amendment**”); and

**WHEREAS**, the City and Developer entered into a second amendment to the Original Annexation Agreement dated November 19, 2013 (the “**Second Amendment**”); and

**WHEREAS**, the City and Developer entered into a third amendment to the Original Annexation Agreement dated November 26, 2019 (the “**Third Amendment**”; the Original Annexation Agreement, the First Amendment, the Second Amendment and the Third Amendment are hereinafter referred to collectively as the “**Annexation Agreement**”); and

**WHEREAS**, Developer is successor in interest to the Original Owners and currently is the developer of those portions of the property within the Grande Reserve Development to which it holds title (as described on **Exhibit A** attached hereto, the “**Property**”) and as such has succeeded

to each right and obligation of “Developer” and “Owner” under the Annexation Agreement with respect to the Property; and

**WHEREAS**, Developer is in the business of land and community development and desires to complete the development of the Property but cannot economically do so unless the City and the Developer agree to certain conditions and covenants regarding certain fees and infrastructure improvements; and

**WHEREAS**, the Mayor and City Council of the City (the “**Corporate Authorities**”) have reviewed Developer’s proposals and have reviewed the Developer’s performance to date of its obligations under the Annexation Agreement and have concluded that the continued development of the Property and the Grande Reserve Development would substantially benefit the City by enhancing the tax base of the City and the other taxing districts, and add to the wealth and prosperity of the City and its citizens; and,

**WHEREAS**, pursuant to applicable provisions of the Illinois Municipal Code, including specifically, but without limitation Sec. 8-1-2.5 thereof (the “**Act**”), the Corporate Authorities are empowered to “appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality”.

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

*Section 1.* That the recitals in the preambles to this Ordinance are incorporated into this Section 1 as if fully set forth herein.



*Section 2.* That the Economic Incentive Agreement Between the United City of Yorkville and Grande Reserve (Chicago) ASLI VI, L.L.L.P., attached hereto and made a part hereof, is hereby approved and the Mayor, City Clerk, and City Administrator are hereby authorized to execute and deliver said Agreement and undertake any and all actions as may be required to implement its terms on behalf of the City.

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

*Passed* by the City Council of the United City of Yorkville, Kendall County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

JACKIE MILSCHEWSKI \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

MATT MAREK \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

JASON PETERSON \_\_\_\_\_

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
CITY CLERK

**ECONOMIC INCENTIVE AGREEMENT  
BETWEEN THE UNITED CITY OF YORKVILLE  
AND GRANDE RESERVE (CHICAGO) ASLI VI, L.L.L.P**

**THIS ECONOMIC INCENTIVE AGREEMENT** (hereafter “**Agreement**”), dated as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (hereafter “**Effective Date**”), is entered into by and between the United City of Yorkville, Kendall County, Illinois, a municipal corporation (hereafter the “**City**”) and Grande Reserve (Chicago) ASLI VI, L.L.L.P., a Delaware limited liability limited partnership (hereafter “**Developer**”), which parties are hereafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

**WITNESSETH:**

**WHEREAS**, 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 1970; and

**WHEREAS**, the City entered into an Annexation Agreement and Planned Unit Development Agreement (the “**Original Annexation Agreement**”) on July 22, 2003, with MPI-2 Yorkville North LLC, MPI-2 Yorkville Central LLC, and MPI-2 Yorkville South LLC (collectively the “**Original Owners**”) all Illinois Limited Liability Companies; and

**WHEREAS**, the City and a successor to the Original Owners entered into an amendment to the Original Annexation Agreement dated January 10, 2012 (the “**First Amendment**”); and

**WHEREAS**, the City and Developer entered into a second amendment to the Original Annexation Agreement dated November 19, 2013 (the “**Second Amendment**”); and

**WHEREAS**, the City and Developer entered into a third amendment to the Original Annexation Agreement dated November 26, 2019 (the “**Third Amendment**”; the Original Annexation Agreement, the First Amendment, the Second Amendment and the Third Amendment are hereinafter referred to collectively as the “**Annexation Agreement**”); and

**WHEREAS**, Developer is successor in interest to the Original Owners and currently is the developer of those portions of the property within the Grande Reserve Development to which it holds title (as described on **Exhibit A** attached hereto, the “**Property**”) and as such has succeeded to each right and obligation of “Developer” and “Owner” under the Annexation Agreement with respect to the Property; and

**WHEREAS**, Developer is in the business of land and community development and desires to complete the development of the Property but cannot economically do so unless the City and the Developer agree to certain conditions and covenants regarding certain fees and infrastructure improvements; and

**WHEREAS**, the Mayor and City Council of the City (the “**Corporate Authorities**”) have reviewed Developer’s proposals and have reviewed the Developer’s performance to date of its obligations under the Annexation Agreement and have concluded that the continued development

of the Property and the Grande Reserve Development would substantially benefit the City by enhancing the tax base of the City and the other taxing districts, and add to the wealth and prosperity of the City and its citizens; and

**WHEREAS**, pursuant to applicable provisions of the Illinois Municipal Code, including specifically, but without limitation Sec. 8-1-2.5 thereof (the “Act”), the Corporate Authorities are empowered to “appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality:” and

**WHEREAS**, the City is prepared to provide assistance to Developer, as authorized by the Act and other applicable provisions of the Illinois Municipal Code, by making commitments to Developer regarding the permit fees, impact fees, review fees, connection fees and other fees Developer will be required to pay, and regarding the codes, ordinances and regulations Developer will be required to follow, in connection with its construction of dwelling units within the Property, all in accordance with the terms hereafter set forth.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants hereinafter set forth, the Parties agree as follows:

## **ARTICLE 1 INCORPORATION OF RECITALS**

The representations and recitations set forth in the preambles hereto are material to this Agreement and are hereby incorporated into and made a part hereof as though fully set forth in this Article 1 and said representations and recitations constitute the understandings of the City and Developer. All terms not defined in this Agreement shall have the meanings attributed to them in the Annexation Agreement.

## **ARTICLE 2 DEVELOPER COVENANTS**

### **2.1     Off-Site Street Related Improvements.**

2.1.1     Roadway Fund. The Developer shall contribute \$2,000.00 per unit toward the City’s Roadway Fund as provided in Section E of Exhibit “I” to the Annexation Agreement for the term of this Agreement.

2.1.2     Roadway Improvement Contribution. The required roadway improvement contribution of \$3,778,050 specified in Section E of Exhibit “I” to the Annexation Agreement has been reduced to \$2,882,764.50 as a result of prior contributions by the Developer. The remaining balance of \$2,882,764.50 shall be paid by the Developer as follows: (i) \$500,000.00 within 30 days of the Effective Date; and (ii) the balance within 30 days of City providing Developer with evidence that all construction permits for the improvement of Mill Road from Unit 9 of Grande Reserve to Kennedy Road have been issued, the bid process has been completed and the City is prepared to enter into a contract for such work. All other off-site street related improvement costs shall be borne by the City.

2.2 Park Donations / Fees. In addition to all park donations and fees previously paid pursuant to Exhibit H2 to the Annexation Agreement, Developer agrees to the following to resolve any remaining park donations and fees due to the City per the Annexation Agreement:

2.2.1 Park C. Developer shall take responsibility for grading and seeding Park C per City requirements including but not limited to repairs and ADA improvements to existing trail, and same shall be completed within one (1) year of the Effective Date.

2.2.2 Additional Payments. Developer shall further pay the following amounts:

\$500,000.00 to be paid for the design of Parks A, B and C and/or a new regional park facility within one (1) year of the Effective Date to be used towards the construction of a City-owned new regional park facility, regional recreation facility City park or trail system;

\$158,920.00 as payment in lieu of 2.64 acres for land contribution for Parks D, E & I payable within thirty (30) days of the Effective Date.

\$250,000 to be paid in a lump sum upon approval of the first Final Plat for any undeveloped land within Neighborhoods 17-19 (Units 16, 17 and 24). The Developer shall grade and seed Parks F, G and H per City's development standards when Units 16, 17 and 24 are developed.

2.2.3 Park Capital Fee. Developer further agrees that, as to the Property it owns as of the date of this Agreement, the Park Capital Fee shall be \$50.00 per dwelling unit.

2.3 Security Instruments / Bonds. Developer agrees that the Security Instruments it posts for public improvements shall be in the amount of one hundred twenty percent (120%) of the cost to complete said improvements. The City Council, upon recommendation by the City engineer, shall from time to time approve a reduction or reductions in the Security Instruments, so long as the balance remaining in the Security Instruments is at least equal to one hundred twenty percent (120%) of the cost to complete the remaining public improvements for the applicable phase of development.

2.4 Architectural Standards. As part of the Minor Amendment (hereinafter defined), the City and the Developer shall mutually agree as to the architectural standards for the homes to be built within Unit 9 and those standards shall be referenced in the Minor Amendment as a requirement of the Minor Amendment. In portions of the Property owned by the Developer currently not platted, it shall be a condition of any future plat that the City approve the architectural standards for the area within the proposed plat using, unless the Parties agree to the contrary, the City's then existing procedures and standards for such approval.

### **ARTICLE 3 CITY COVENANTS**

3.1 Off-Site Street Related Improvements. Except as expressly stated in Section 2.1 above, all of the Developer's obligations under Section E, "Off-Site Street Related Improvements",

of Exhibit “I” to the Annexation Agreement have been satisfied and Developer shall have no further obligations thereunder.

3.2 Park Donations / Fees. Except as expressly stated in Section 2.2 above, all of the Developer’s obligations to make park donations or contributions or pay park fees under Exhibit H2 to the Annexation Agreement or under existing City ordinances have been satisfied and Developer shall have no further obligations thereunder.

3.3 School Contributions and Transition Fees. All requirements for School Contributions for the Property as referenced in Exhibit H1 to the Annexation Agreement have been satisfied and no further School Contributions are required. The Transition Fees listed in Exhibit H1 to the Annexation Agreement shall remain in full force and effect for the duration of this Agreement.

3.4 Security Instruments / Bonds.

3.4.1 Existing Units. Developer shall have no obligation to post Security Instruments or replacement Security Instruments for those subdivisions final platted with the City prior to January, 2012.

3.4.2 Release of Existing Security Instruments. The obligations secured by the Security Instruments posted for the Grande Reserve Development bearing the identification numbers of 41239268, 41239273, and 41239275 have been satisfied or have been otherwise secured and the referenced Security Instruments shall be released within 30 days of the Effective Date.

3.4.3 Acceptance of Subdivision Improvements. Subject to satisfaction of all other applicable requirements of the City’s Subdivision Ordinance, the improvements in Unit 20 of the Grande Reserve Development shall be accepted by the City when forty percent (40%) of the units within the platted area have been completed. For all other Units platted or unplatted as of the date of this Agreement, the seventy percent (70%) completion standard shall remain.

3.4.4 Reduction of Certain Fees. Public works capital fee is reduced from \$700 to \$0 per unit and the Police Department capital fee is reduced from \$300 to \$0.

3.5 Water System Fee Waivers and Benefits. The benefits, waivers and recaptures afforded Developer under Section C, “Water Facilities”, of Exhibit “I” to the Annexation Agreement shall remain in full force and effect for the duration of this Agreement.

3.6 Sanitary Capacity. As provided in Section A, “Sanitary Sewer Facilities”, of Exhibit “I” of the Annexation Agreement, Developer has requested an extension of its reservation of sewer capacity and after due consideration the City has agreed to the Developer’s request. Developer’s existing reservation of sewer capacity in the City sewer lines, both on and off site, serving the Grande Reserve Development is hereby extended through the term of this Agreement.

3.7 Fees. The Building Permit Fee for construction within the Property for the duration of this Agreement shall be \$1,650.00 plus \$0.20 per square foot for each unit. The Water

Connection Fee is currently waived for construction within the Property and will remain waived for the duration of this Agreement.

3.8 Neighborhood One HOA Requirements. Efficiencies in management and reductions in cost may allow the Homeowners Association for Neighborhood One to provide services to owners at a reduced cost. Accordingly, the minimum Homeowners Association Dues in Neighborhood One may not be less than \$120.00 per month, notwithstanding the provisions of Section 19.B. to the Annexation Agreement to the contrary.

#### **ARTICLE 4 TERM / CONDITION OF THE AGREEMENT**

4.1 Term. The term of this Agreement shall commence on the Effective Date and end on the first to occur of: (i) the date of issuance of a final occupancy permit for the last dwelling unit Developer is to construct on the Property; and (ii) July 21, 2041.

4.2 Minor Amendment. It is understood and agreed by the parties hereto that it is within the authority of City Staff to grant a minor change / amendment to the Planned Unit Development for the Property that would allow 111 single family homes to be placed on the existing lots in Unit 9 of the Property and require that the Final Plat of Subdivision that is currently planned for 111 single family lots within Unit 16 of the Property be reviewed ab initio. (the “Minor Amendment”).

4.3 Condition Precedent. Developer’s obligations hereunder are expressly contingent upon the City adopting the Minor Amendment and approving the Developer’s proposed product for Unit 9.

4.4 Payment of Fees. All payment obligations within this agreement are subject to Ord. 2010-44 regarding prohibition of service to debtors of the City.

#### **ARTICLE 5 TIME OF THE ESSENCE/FORCE MAJEURE**

Time is of the essence of this Agreement and of each and every provision of this Agreement. However, a Party shall not be deemed in material breach of this Agreement with respect to any obligations arising under this Agreement on such Party’s part to be performed if such Party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, civil disorder, severe weather conditions, wet soil conditions, failure or interruptions of power, riots, insurrections, acts of terrorism, war, fuel shortages, accidents casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, or similar causes beyond the reasonable control of such Party (“**Force Majeure**”). If one of the foregoing events occurs or either Party claims that such an event occurred, the Party to whom such claim is made shall investigate and consult with the Party making such claim, and the Party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

## **ARTICLE 6 DEVELOPER'S INDEMNIFICATION**

Developer shall indemnify the City, its agents, officers and employees against, and hold the City and such parties harmless from, all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from: (i) the failure of Developer, or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor, agent, or employee thereof has been hired by Developer) to timely pay any contractor, subcontractor, laborer, or materialman; (ii) any default or breach of the terms of this Agreement by Developer; or (iii) any negligence or reckless or willful misconduct of Developer or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor or agent or employee has been hired by Developer). Developer shall, at its own cost and expense, appear, defend, and pay all charges of attorneys, costs, and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, or any of its agents, officers, officials, or employees, in any action that may be filed as a result of any of the foregoing, Developer shall have no obligation whatsoever to the City or any of such parties if the same is determined to have occurred, in whole or in part, as a result of the negligence or reckless or willful misconduct of the City or any of its officers, agents, employees, or contractors.

## **ARTICLE 7 WAIVER**

Either Party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the Party waiving such right or remedy does so in writing. No such waiver shall obligate such Party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said Party pursuant to this Agreement.

## **ARTICLE 8 SEVERABILITY**

If any section, subsection, term, or provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement, or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

## **ARTICLE 9 NOTICES**

All notices, demands, requests, consents, approvals, or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party, or an officer, agent, or attorney of the Party, and shall be deemed to have been effective (a) when hand delivered, receipt required (b) the next business day after deposit with Federal Express, UPS or other

nationally recognized overnight courier service, with overnight delivery charge prepaid, receipt required, (c) when transmitted via electronic mail, addressed as follows:

To Developer	Avanti Properties Group 923 North Pennsylvania Avenue Winter Park, FL 32789 Attn: Ryan Lefkowitz Phone: (321) 397-2861 Email: <a href="mailto:rlefkowitz@avantiprop.com">rlefkowitz@avantiprop.com</a>
With copies to:	North Branch Land Company, LLC 350 S. Northwest Highway Park Ridge, IL 60068 Attn: Dean Edmeier Phone: (847) 980-3279 Email: <a href="mailto:dean4608@comcast.net">dean4608@comcast.net</a>
And:	Gould & Ratner LLP 222 N. LaSalle Street, Suite 300 Chicago, IL 60601 Attn: John H. Mays Phone: (312) 899-1618 Email: <a href="mailto:jmays@gouldratner.com">jmays@gouldratner.com</a>
To the City:	Bart Olson City Administrator United City of Yorkville 800 Game Farm Road Yorkville, Illinois 60560 Phone: (630) 553-4350 Email: <a href="mailto:Bolson@vorkville.il.us">Bolson@vorkville.il.us</a>
With a copy to:	Kathleen Field Orr 2024 Hickory Road, Suite 205 Homewood, Illinois 60430 Phone: (312) 382-2113 Email: <a href="mailto:kfo@kfoassoc.com">kfo@kfoassoc.com</a>

## **ARTICLE 10**

### **REMEDIES - LIABILITY**

10.1 Developer's Right to Cure. If, in the City's judgment, Developer is in material default of this Agreement, the City shall provide Developer with a written statement indicating any failure on Developer's part to fulfill its obligations under this Agreement. The City may not exercise any remedies against Developer as a result of such failure until sixty (60) days after giving such written notice. If such default cannot be cured within such sixty (60) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as



Developer diligently proceeds with such cure, and if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

10.2 Developer's Default. If Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in Paragraph 10.1 above have expired, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement.

10.3 City's Default. If, in Developer's judgment, the City is in material default of this Agreement, Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. Developer may not exercise any remedies against the City as a result of such failure until sixty (60) days after giving such notice. If such default cannot be cured within such sixty (60) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City diligently proceeds with such cure, and if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

10.4 Remedies. In addition to any other rights or remedies, a Party may institute legal action against the other Party to cure, correct, or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to, the equitable remedy of an action for specific performance; provided, however, no recourse for any claim under or upon any obligation contained in this Agreement shall be had against the Corporate Authorities or any other City officers, agents, attorneys, representatives, or employees, and any such claim is hereby expressly waived and released by Developer as a condition of and as consideration for the execution of this Agreement by the City.

10.5 Rights Cumulative. The rights and remedies of the Parties under this Agreement are cumulative and the exercise by a Party of one or more such rights or remedies shall not preclude the exercise, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other Party.

## **ARTICLE 11**

### **AMENDMENT/INTEGRATION/CONFLICTS**

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by both Parties with the adoption of any ordinance or resolution of the City approving the amendment, as required by law, and by execution of the amendment by the Parties or their successors in interest. Except as hereinafter set forth, this Agreement supersedes all prior

agreements, negotiations, and discussions of the Parties relative to the completion of the Property. The Annexation Agreement remains in effect, but any conflict, ambiguity or inconsistency between the terms of the Annexation Agreement and the terms of this Agreement shall be resolved in favor of this Agreement.

## **ARTICLE 12 ASSIGNMENT**

This Agreement shall be binding upon and inure to the benefit of Developer and its designated successors and assigns. Developer may assign this Agreement in part or in whole to any party that requires an ownership interest in part or all of the Property, but Developer shall not be discharged of its obligations hereunder until it has notified the City of such assignment and City has given its approval, which approval shall not unreasonably be withheld. If City does not object to such an assignment within thirty (30) days of receiving notice of such assignment, the assignment shall be deemed approved.

## **ARTICLE 13 NO THIRD PARTY BENEFICIARIES**

This Agreement is not intended to benefit any third parties and no third party shall claim third party beneficiary status as a result of the Parties' execution of this Agreement.

## **ARTICLE 14 FUTURE COOPERATION**

The Parties shall cooperate with one another on an ongoing basis and make every reasonable effort to further the implementation of the provisions of this Agreement and the intentions of the Parties as reflected by the provisions of this Agreement.

## **ARTICLE 15 COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized officers, to be effective as of the Effective Date.

**UNITED CITY OF YORKVILLE,**  
an Illinois municipal corporation

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**GRANDE RESERVE (CHICAGO) ASLI VI,**  
**L.L.L.P.**, a Delaware limited liability company

By: Avanti Properties Group II, L.L.L.P., a  
Delaware limited liability limited  
partnership, its sole general partner

By: Avanti Management Corporation, a  
Florida corporation, its sole general  
partner

By: \_\_\_\_\_,  
Ryan Lefkowitz, Vice President

**EXHIBIT A**  
**THE PROPERTY**

4852-2268-9994, v. 9



# Memorandum

To: Bart Olson, City Administrator  
From: Krysti J. Barksdale-Noble, Community Development Director  
CC: Kathleen Field Orr, City Attorney  
Jason Engberg, Senior Planner  
File  
Date: May 7, 2021  
Subject: **Grande Reserve - Minor Amendment to PUD Request**  
Unit 9 (Duplex to Single-Family)/Unit 16 (Single-Family to Duplex)

## REQUEST SUMMARY

A request has been made by Grande Reserve (Chicago) ASLI VI, LLLP (Avanti), the developer of the Grande Reserve residential subdivision, to convert the approved 112 final platted lots in Unit 9 (Neighborhood 8) from 224 duplex units to 111 single-family units. The proposed land use change will not require amendments to the approved Final Plat of Subdivision or a rezoning approval.

In exchange for this requested reduction in density in Unit 9, the developer seeks approval to convert 159 single-family units planned for Unit 16 (Neighborhood 17) into 224 duplexes and 47 single-family units for future development of the unplatted area.

Per Section 10-13-9-A of the Zoning Ordinance regarding Planned Unit Developments (PUDs), the proposed change is considered a minor PUD variation which allows for administrative approval since the percent change in the mixture of residential dwelling types is less than 5%.

## CURRENT ANNEX. & PUD AGREEMENT

Per the current Annexation and Planned Unit Development (PUD) Agreement for Grande Reserve (Ordinance No. 2002-48), the approved overall zoning is R-2 Single-Family with a Special Use for a Planned Unit Development to allow single-family, townhome, duplex and apartment residences (see attached excerpt) as shown on the Concept PUD Plan (attached).

As approved, the Concept PUD Plan consisted of nineteen (19) individual neighborhoods consisting of no more than 2,646 dwelling units as provided below:

# of DWELLING UNITS	DWELLING TYPE
999	Single-Family
290	Single-Family Villa
350	Duplex Units (175 lots)
707	Townhome
300	Multi-Family
<b>2646</b>	<b>TOTAL DWELLING UNITS</b>

*Gross Density = 2.55 Dwelling Units/Ac. (2646 D.U./1037.91 Ac.)*

The Concept PUD Plan further provided the distribution of dwelling types by units within the neighborhoods as follows:

NEIGHBORHOOD	DWELLING TYPE	DWELLING UNITS
#1	Single-Family Villa	290
#2	Duplex (Two-Family)	126
#3	Townhomes	245
#4	Multi-Family	300
#5	Townhomes	164
#6	Townhomes	156
#7	Townhomes	142
#8	Duplex (Two-Family)	224
#9	Single-Family	135
#10	Single-Family	84
#11	Single-Family	87
#12	Single-Family	90
#13	Single-Family	50
#14	Single-Family	116
#15	Single-Family	63
#16	Single-Family	98
#17	Single-Family	159
#18	Single-Family	58
#19	Single-Family	59
<b>TOTAL UNITS</b>		<b>2646</b>

The Annexation and PUD Agreement also recognized a need for flexibility in the final layout and design of Neighborhoods 4-8, and as such, the final location and mix of housing units will be determined at the time of the preliminary/final plat approval. Therefore, any plan that does not exceed the total number of dwelling units allowed in Neighborhoods 4-8, should be deemed in substantial conformance with the Concept Plan.

## **ANALYSIS**

In December 2004, the Final Plat for Unit 9 (Neighborhood 8) was approved and recorded for 112 lots which would accommodate 224 duplex units. While no lots have been developed with duplexes, the above and below ground infrastructure for this unit has been substantially complete. The developer's request to convert the dwelling types in this unit from duplexes to single-family would not require the current final plat to be amended or variances to the existing yard setbacks.

Regarding the requested amendment to the approved Concept PUD Plan, Section 10-13-9-A of the Zoning Ordinance, minor PUD variations can be approved administratively by the City Administrator, or designee, as long as they do not result in any of the following:

- i. An increase or decrease in overall density greater than five percent (5%).
- ii. An increase or decrease in the mixture of residential dwelling unit types greater than five percent (5%).
- iii. An increase or decrease in area for any land use or land use mixture greater than five percent (5%).

- iv. An increase or decrease in total number of parking spaces greater than five percent (5%).
- v. Any reduction in area of common open space, landscaping or buffering, particularly when reduced below the minimum standard prescribed in Section 10- 13- 11: Development Standards and Design Criteria.
- vi. Any significant changes in building layout, orientation or height of buildings.
- vii. A change in the functional classification of a roadway.

Only items (i) and (ii) of the above criteria apply to the requested amendment to the Grande Reserve Concept PUD Plan. Upon staff's analysis of, the following change in overall density and the mixture of the approved residential dwelling unit type is as follows:

NEIGHBORHOOD	PROPOSED DWELLING TYPE	PROPOSED DWELLING UNITS
#1	Single-Family Villa	290
#2	Duplex (Two-Family)	126
#3	Townhomes	245
#4	Multi-Family	300
#5	Townhomes	164
#6	Townhomes	156
#7	Townhomes	142
#8	Single Family	111
#9	Single-Family	135
#10	Single-Family	84
#11	Single-Family	87
#12	Single-Family	90
#13	Single-Family	50
#14	Single-Family	116
#15	Single-Family	63
#16	Single-Family	98
#17	Single-Family	47
	Duplex (Two-Family)	224
#18	Single-Family	58
#19	Single-Family	59
<b>TOTAL UNITS</b>		<b>2645</b>

CHANGE IN OVERALL DENSITY	
Current # of Dwelling Units/Acre	Proposed # of Dwelling Units/Acre
2.55	2.55
<b>Total % change = 0%</b>	

CHANGE IN TOTAL DWELLING UNITS	
Current # of Dwelling Units	Proposed # of Dwelling Units
2,646	2,645
<b>Total % change = 0.99%</b>	

CHANGE IN SINGLE- FAMILY RESIDENTIAL DWELLING UNITS	
Current # of Single-Family Units	Proposed # of Single-Family Units
999	998
Total % change = 0.99%	

CHANGE IN TWO-FAMILY (DUPLEX) DWELLING UNITS	
Current # of Two-Family (Duplex) Units	Proposed # of Two-Family (Duplex) Units
350	350
Total % change = 0%	

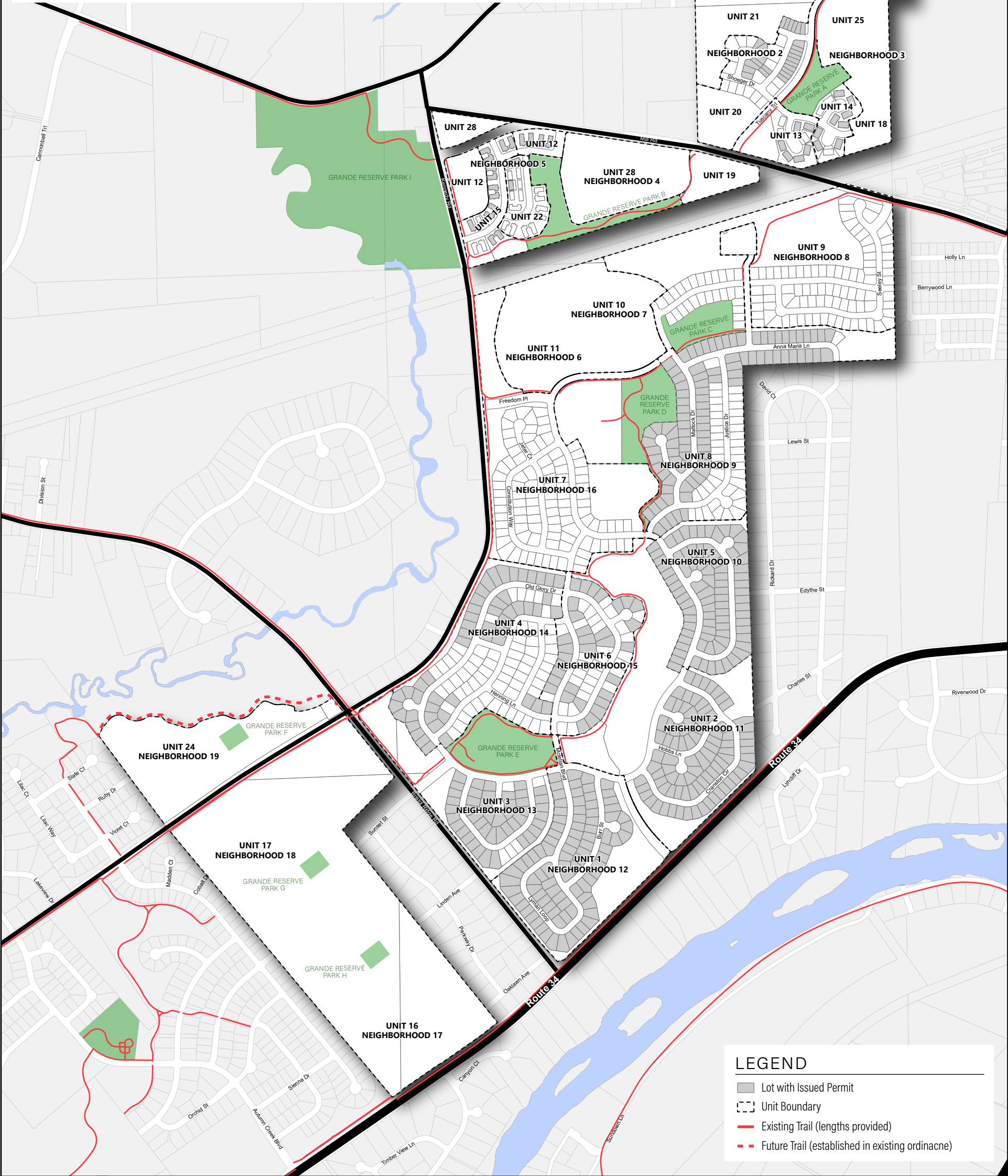
As part of the request for minor PUD amendment, the Developer has provided the attached architectural elevations for single-family homes to be built on the converted duplex unit lots in Grande Reserve Unit 9/Neighborhood 8. These elevations shall constitute the approved minimum architectural standards for the proposed 111 lots.

#### **ADMINISTRATIVE DECISION**

Per the above analysis, there is no proposed change in overall density, and less than 1% change (decrease) in total dwelling units and residential unit type. **Therefore, staff recommends approval of the minor PUD amendment.** However, formal review by the City Council of a Preliminary Plan for the unplatted Unit 16 (Neighborhood 17) parcel is still required prior to approval and recordation of a Final Plat of Subdivision. This approval will include, but is not limited to, a review of a proposed site plan, public parks and trail locations, homeowner association (HOA) covenants and architectural elevations, which may or may not result in a reduction of overall density.



IMPROVEMENTS	ANNEX. AGR. (2003-44; H2)	ECON. INCENTIVE AGR.	STATUS	NOTES & COMMENTS
Park A	\$120,000	\$500,000	Complete	The requested funds are for Parks A, B, & C for park design and/or a new regional park facility within one (1) year of the Effective Date to be used towards the construction or redevelopment of a City-owned new regional park facility, regional recreation facility, City park or trail system
Park B	\$166,000		Complete	
Park C	\$120,000		Incomplete	
Park D	\$150,000	\$158,920	Complete	Funds are for payment in lieu of 2.64 acres for land contribution for Parks D, E & I payable within thirty (30) days of the Effective Date.
Park E	\$210,000		Complete	
Park I			Complete	
Park F	\$65,000	\$250,000	Raw Land	\$250,000 to be paid in a lump sum upon approval of the first Final Plat for any undeveloped land within Neighborhoods 17-19 (Units 16, 17 and 24). The Developer shall grade and seed Parks F, G and H per City's development standards when Units 16, 17 and 24 are developed.
Park G	\$120,000		Raw Land	
Park H	\$65,000		Raw Land	
Design	\$150,000	\$0	Complete	See comments for Parks A, B, & C.
TOTAL:	\$2,166,000	\$908,920		





ROADWAY	APPROVED COST PER ANNEX. AGR,	STATUS	DEVELOPER COST CREDIT TOWARD ANEEX. AGR.
Route 34	\$682,000.00	Complete	\$682,000.00
Galena Rd.	\$544,720.00	Complete	\$544,720.00
Mill Rd.	\$1,100,530.00	Incomplete	\$258,565.50
Kennedy Rd	\$2,040,800.00	Incomplete	\$0
Bristol Ridge Rd.	\$636,720.00	Complete	\$636,720.00
<b>TOTAL</b>	<b>\$5,004,770.00</b>		<b>\$2,122,005.50</b>

ADDITIONAL NOTES

Developer's remaining obligation is **\$2,882,764.50** (Total Agreement obligation minus credit). These funds will be used for Mill Road completion.

City collects **\$2,000** per lot roadway contribution fee at time of building permit issuance to be used toward Kennedy Road completion.

MILL ROAD & KENNEDY ROAD

Improvements must be complete within 1 year of issuance of 500 building permits within neighborhoods 1-5.

**Current Status: Out to Bid by City for Completion**

Potential Cost:

Kennedy Road \$1,044,270

Mill Road \$3,809,310

**Current Number of Permits Issued: 307**

KENNEDY ROAD

Improvements must be complete within 1 year of issuance of 500 building permits within neighborhoods 6-16.

**Current Status: Incomplete**

Potential Cost:

Kennedy Road \$2,515,350

**Current Number of Permits Issued: 537**

GALENA ROAD

**Current Status: Complete**

Bristol Ridge Road & U.S. 34

**Current Status: Complete**

KENNEDY ROAD

Improvements must be complete within 1 year of issuance of 100 building permits within neighborhoods 17-19.

**Current Status: Incomplete**

Potential Cost:

Kennedy Road \$1,081,170

**Current Number of Permits Issued: 0**

LEGEND

- Lot with Issued Permit
- Unit Boundaries



GRANDE RESERVE ROAD CONSTRUCTION MAP  
UNITED CITY OF YORKVILLE, ILLINOIS

ADDRESS: 800 Game Farm Road, Yorkville Illinois

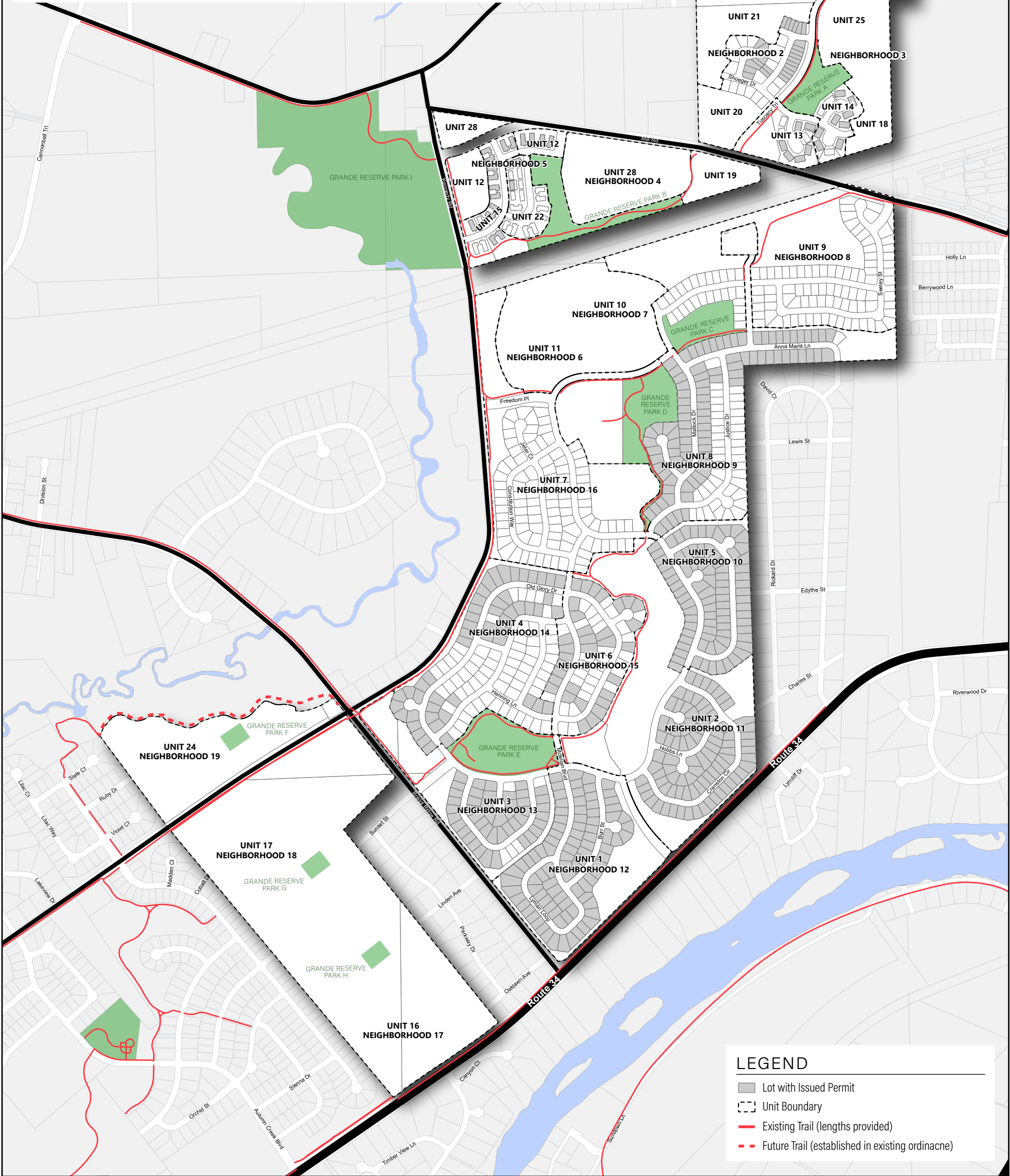
DATE: March 24, 2021

DATA: All permit data and geographic data are property of the United City of Yorkville

LOCATION: (I:)//Community Development/Grande Reserve/AI/Economic Incentive



IMPROVEMENTS	ANNEX. AGR. (2003-44; H2)	ECON. INCENTIVE AGR.	STATUS	NOTES & COMMENTS
Park A	\$120,000	\$500,000	Complete	The requested funds are for Parks A, B, & C for park design and/or a new regional park facility within one (1) year of the Effective Date to be used towards the construction or redevelopment of a City-owned new regional park facility, regional recreation facility, City park or trail system
Park B	\$166,000		Complete	
Park C	\$120,000		Incomplete	
Park D	\$150,000	\$158,920	Complete	Funds are for payment in lieu of 2.64 acres for land contribution for Parks D, E & I payable within thirty (30) days of the Effective Date.
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Park G	\$120,000		Raw Land	
Park H	\$65,000		Raw Land	
Design	\$150,000	\$0	Complete	See comments for Parks A, B, & C.
TOTAL:	\$2,166,000	\$908,920		





GRANDE RESERVE ARCHITECTURAL REGULATIONS  
UNITED CITY OF YORKVILLE, ILLINOIS

Grande Reserve Neighborhood	Land Use Type	Platted Parcels (Dwelling Units) Remaining	Permitted Deviations?	Compared to City's Apperance Code
Neighborhood 1	Single-Family	171	No	Must Meet
Neighborhood 2	Duplex	18	No	Must Meet
Neighborhood 3	Townhome	24	No	Must Meet
Neighborhood 4	Apartments	N/A	No	Must Meet
Neighborhood 5	Townhome	79	No	Must Meet
Neighborhood 6	Townhome	N/A	No	Must Meet
Neighborhood 7	Townhome	N/A	No	Must Meet
Neighborhood 8	Duplex	112	No	Must Meet
Neighborhood 9	Single-Family	48	Yes	Exceeds
Neighborhood 10	Single-Family	0	Yes	Exceeds
Neighborhood 11	Single-Family	0	Yes	Exceeds
Neighborhood 12	Single-Family	0	Yes	Exceeds
Neighborhood 13	Single-Family	7	Yes	Exceeds
Neighborhood 14	Single-Family	66	Yes	Exceeds
Neighborhood 15	Single-Family	30	Yes	Exceeds
Neighborhood 16	Single-Family	98	Yes	Exceeds
Neighborhood 17	Single-Family	N/A	No	Must Meet
Neighborhood 18	Single-Family	N/A	No	Must Meet
Neighborhood 19	Single-Family	N/A	No	Must Meet

Images from Approved Agreement



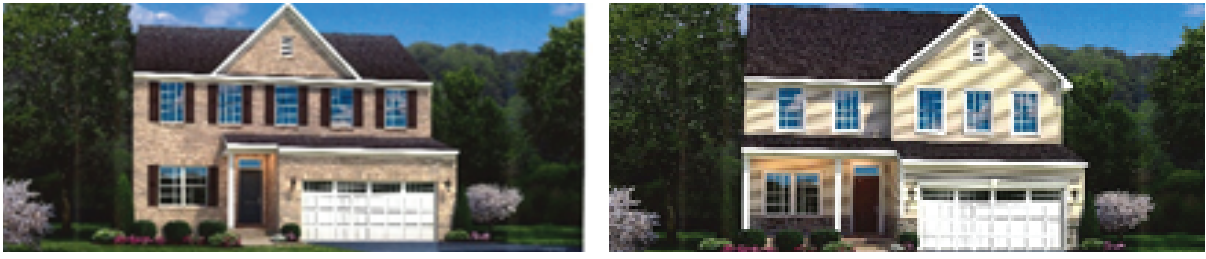
Neighborhoods  
9, 10 & 11  
D.R. Horton



Neighborhoods  
12, 13 & 16  
Ryan Homes

Neighborhoods  
14 & 15  
Ryan Homes

Images of Deviations



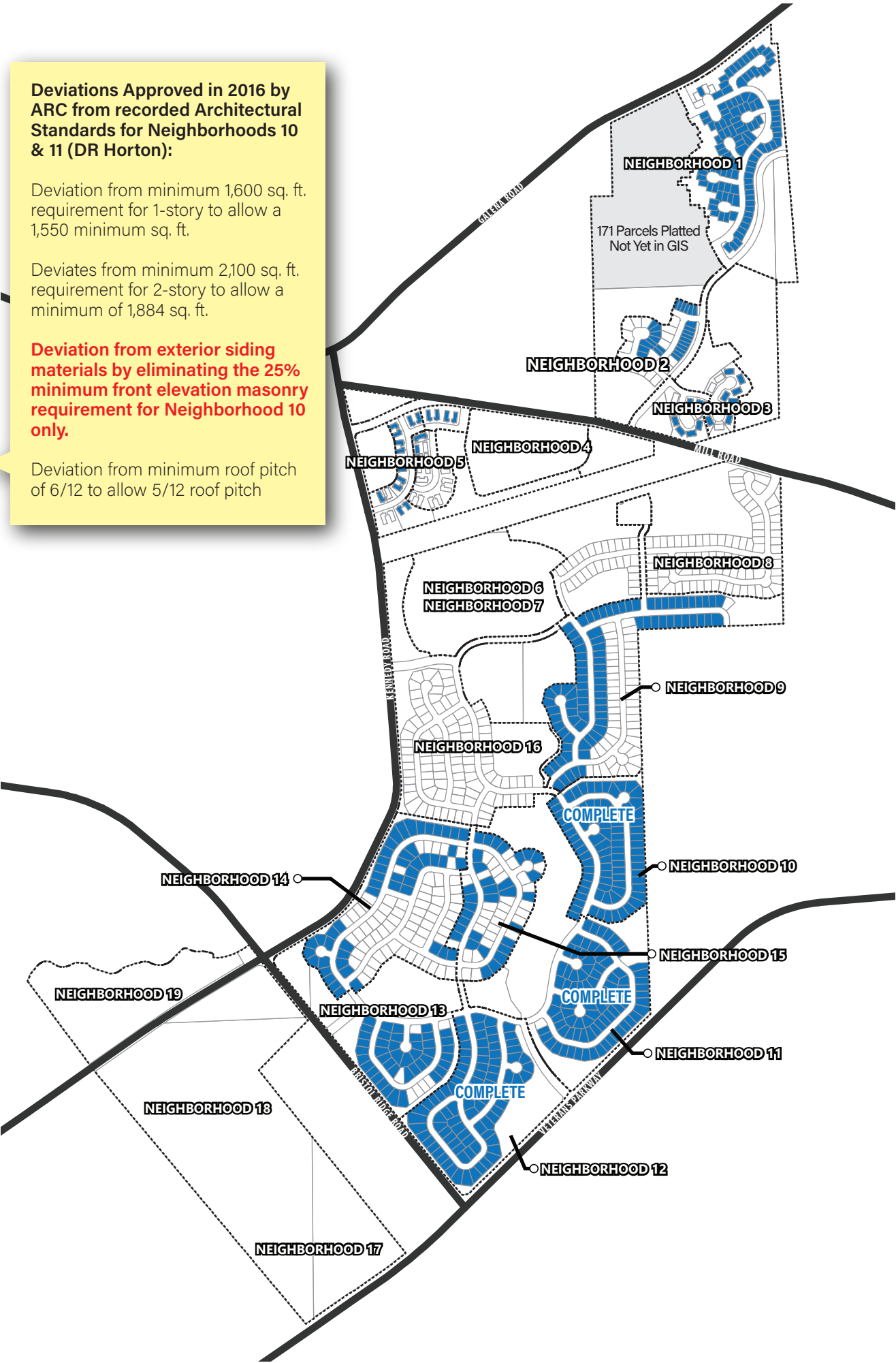
Deviations Approved in 2016 by ARC from recorded Architectural Standards for Neighborhoods 10 & 11 (DR Horton):

Deviation from minimum 1,600 sq. ft. requirement for 1-story to allow a 1,550 minimum sq. ft.

Deviates from minimum 2,100 sq. ft. requirement for 2-story to allow a minimum of 1,884 sq. ft.

**Deviation from exterior siding materials by eliminating the 25% minimum front elevation masonry requirement for Neighborhood 10 only.**

Deviation from minimum roof pitch of 6/12 to allow 5/12 roof pitch



# GRANDE RESERVE

3/23/2021

## FEES PER UNIT

**FEE LOCK EXPIRATION JULY 22, 2011 (ORD. 2003-44)**

A paid receipt from the School District Office, 602-A Center Parkway  
Yorkville, must be presented to the City prior to issuance of permit \$3,000

~~Separate Yorkville-Bristol Sanitary District fee made payable to Y.B.S.D.~~ ~~\$1,400~~

## United City of Yorkville Fees

1. Building Permit			
Cost \$1,650 plus \$0.20 per square foot		\$1,650 + \$0.20(SF)	
<i>per Ord. 2021-</i>			
2. Water Connection Fees	<i>see note below (a)</i>	SF and DU	\$0
		2+ Bed Att	\$0
		1 Bed Att	\$0
3. Water Meter Cost	Detached Units		\$550
	Attached Units		\$700
4. City Sewer Connection Fees	<i>see note below (b)</i>		\$500
5. Water and Sewer Inspection Fee			\$25
6. Public Walks/Driveway Inspection Fee			\$35
7. Development Fees		OFPD District	BKFD District
Public Works	<i>see note below (c)</i>	\$0	\$0
Police	<i>see note below (c)</i>	\$0	\$0
Building	<i>see note below (d)</i>	\$0	\$0
Library		\$500	\$500
Parks & Recreation		\$50	\$50
Engineering		\$100	\$100
Oswego Fire		\$182.70	\$0
Bristol-Kendall Fire	<i>see note below (e)</i>	\$0	\$850
Development Fees Total		\$832.70	\$1,500
8. Land Cash Fees			
Park	9/29/2004 <i>see note below (f)</i>		\$0
School			\$0
<b>Land-Cash Fees Total</b>			<b>\$0</b>
9. Road Contribution			\$2,000
10. Plumbing Inspection			\$135

Note: PUD agreement specifies that these fees are to be discounted

a. Water Connection Fee has been waived in lieu of developer building water system

b. PUD stipulates the sewer fee is to be \$500

c. Per Economic Incentive Agreement (Ord. 2021-)

d. All Municipal Building Capital Fees are prepaid by developer

e. Developer originally paid \$150 upfront for all units. BKFD fee reduced by \$150

f. Land is to be donated by developer for both school and park



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

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2021-29

### Agenda Item Summary Memo

**Title:** Proclamation for National Safe Boating Week

**Meeting and Date:** City Council – May 25, 2021

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** None

**Council Action Requested:** \_\_\_\_\_  
\_\_\_\_\_

**Submitted by:** Mayor John Purcell

Name

Department

### Agenda Item Notes:

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*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](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://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

### *Proclamation for National Safe Boating Week*

For nearly 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling, and fishing.

Safe boating begins with preparation. The Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 86 percent of boating fatalities.

National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year.

**WHEREAS**, on average, 600 people die each year in boating-related accidents in the U.S.; 79 percent of these are fatalities caused by drowning; and

**WHEREAS**, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

**WHEREAS**, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

**NOW, Therefore**, I, John Purcell, Mayor of the United City of Yorkville, do hereby support the goals of the Safe Boating Campaign and proclaim May 22-28, 2021 as National Safe Boating Week and the start of the year-round effort to promote safe boating.

In Witness Whereof, I urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating.

Dated this 25<sup>th</sup> day of May, 2021, A.D.

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John Purcell, Mayor



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

Mayor's Report #3

Tracking Number

CC 2021-30

### Agenda Item Summary Memo

**Title:** Required Reporting to Municipality by Yorkville Police Pension Board

**Meeting and Date:** City Council – May 25, 2021

**Synopsis:** See attached memo.

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Informational

**Council Action Requested:** Informational

**Submitted by:** Rob Fredrickson Finance  
Name Department

### Agenda Item Notes:

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# Memorandum

**To:** City Council

**From:** Rob Fredrickson, Finance Director

**Date:** May 20, 2021

**Subject:** Required Reporting to Municipality by Yorkville Pension Board

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Please see the attached “Required Reporting to Municipality by the Yorkville Police Pension Board”. Information for this “required report” is derived from the Actuarial Valuations for the Fiscal Year Ended 2020 as prepared by the City’s actuary, MWM Consulting Group (Column 1 – please see Exhibit A for full report) and by the Illinois Department of Insurance (IDOI) Public Pension Division (Column 2 – please Exhibit B for full report).

There are three primary differences between the two valuations including: the actuarial funding methods used; the investment rate of return; and the funding target. The City’s actuary uses the Entry Age Normal Funding Method, as required by the Governmental Accounting Standards Board (GASB). The State uses the Projected Unit Credit funding method. For investment rate of return, the City uses a rate of 7%, which is based on the historical rates of return for the Yorkville Police Pension Fund. The State uses an investment return rate of 6.50%, which is based on assumed expectations for all Police Pension Funds (i.e., Article 3 Pension Funds) throughout Illinois, excluding Chicago. Pursuant to the Funding Policy, the City’s funding target is 100%, in comparison with the State’s target of 90% funding by the year 2040.

The attached “required report” summarizes various financial, investment and annuitant information associated with the Yorkville Police Pension Fund. Highlights from the report are discussed below and will focus on the City’s actuarial valuation numbers (1<sup>st</sup> column) unless specified otherwise.

- Section 1 shows total fund assets, valued at \$11,553,728 (actuarially smoothed) – which is a 10.02% increase over the previous year.
- Section 2 identifies estimated receipts (revenues) from employee and employer (i.e., City) contributions for FY 2021, for a total of \$1,595,519.
- Section 3(b) is important from the City’s perspective because it tells us the recommended funding requirement for the Pension Fund, currently calculated at \$1,334,771. As you may recall, this was the exact amount levied for the Police Pension Fund during the 2020 tax levy process. This represents an increase of \$104,167 (8.5%) in comparison to the actuarial determined contribution amount for 2019 of \$1,230,604. The reasons for this increase are as follows:
  - As we get closer to the year 2040, there is less time to spread out the remaining costs associated with the unfunded liability (i.e., the amortization period is shrinking each year).
  - Normal cost continues to increase, as each year of additional service by current employees generates additional pension benefits.
  - Strong equity returns in 2019 were stifled in the Spring of 2020, due to the onset of the COVID-19 pandemic. As shown on page 4 of the valuation report, the actual return for the Fund was a negative 1.13% v. its benchmark of positive 7.0%.

This will be the ninth year in a row that the City has either met or exceeded the actuarial funding recommendation.

- Section 4 identifies income (loss) received from the investment of Fund assets, as well as the projected and actual rates of return for the Pension Fund's investments for the current and preceding fiscal year. Sections 5 and 6 summarize the number of active employees and the amounts paid to annuitants (pensioners).
- Section 7 shows the funding ratio of the Fund (49.1%), which is calculated by dividing total assets of \$11.55M by the total accrued liability of \$23.53M. Section 8 shows the unfunded accrued liability amount (difference between total assets and the accrued liability) of \$11,979,995, which is an increase of 3.3% over the previous year's amount of \$11,600,871.
- Section 9 has to do with the statutory limits imposed on the Fund regarding the percentage of total assets invested in equities. As you may recall, in September 2018 the Pension Fund exceeded \$10 million in total assets, which allowed the Fund to increase the percentage of assets invested in equities up to 65% of the total portfolio (45% was the previous statutory limit for Funds under \$10 million). As shown on page 7 of the MWM Actuarial Valuation, the Funds assets were allocated as follows at the end of FY 2020: 60% equities (includes mutual funds); 36% fixed income (i.e., bonds); and 5% cash.

Despite the Funds negative investment return, the funding ratio increased by 3.3% at FYE 2020, from 47.5% to 49.1%; as assets increased at a greater rate (10%) than accrued liabilities (3.3%) as a direct result of increased contributions from the City. The investment return for FY 20 was a negative 1.13%, which fell well short of the assumed rate of return (7.0%) and the actual return in 2019 of 8.02%. As mentioned on the previous page, the equity side of the portfolio declined sharply in the Spring of 2020 with the onset of the pandemic, yielding a money weighted rate of return (MWRR) of negative 5.7% (net). The fixed income side of the portfolio fared better in FY 20, yielding a positive return of 7.5%, due to a gradually increasing interest rate environment (pre-pandemic).

Contrary to FY 20 results, the rate of return for the Fund in FY 21 was overwhelmingly positive. After an initial setback in March, the equity side of the portfolio came roaring back over the course of FY 21, yielding an impressive return of 43.8% (MWRR-net). On the fixed income side, the portfolio essentially broke-even, returning a negative .03%. The overall rate of return for the Fund in FY 21 was 26.9%, which is its best investment performance since its inception in 2002, exceeding its assumed rate of return (7.0%) by almost four times over. Looking ahead to the 2021 tax levy process, Staff remains hopefully that the Funds strong performance in the previous fiscal year (FY 21) will have a positive effect on the overall funding ratio and the City's upcoming actuarial contribution amount.

Generally speaking, as we move forward to subsequent fiscal years, if the long-term actual rate of return exceeds the assumed rate; and actual salary increases are less than assumed; and the City continues to fully fund the plan based on the actuarial recommendation; the percent funded should continue to increase, with the ultimate goal of fully funding the Police Pension Fund by 2040. The rate of return and salary increase assumptions will be reviewed annually by staff and revised accordingly (with City Council approval) should they prove to not be reflective of the Pension Fund's actual long-term performance. However, staff does expect the City's contribution amount to increase in the short run until the State extends the amortization period beyond 2040. Nonetheless, the City may be able to mitigate these increases by reducing the funding target, which is currently at 100%. The FYE 21 actuarial valuation will be completed later on this fall, once the audit is finalized, and will be presented to City Council as part of the 2021 tax levy discussion.

The “Required Report to the Municipality by the Yorkville Pension Board” is an informational item and requires no formal action by the City Council. This report was presented to the Yorkville Police Pension Board at their May 18<sup>th</sup> meeting.

# Required Reporting to Municipality by Yorkville Police Pension Board

As of April 30, 2021

(40 ILCS 5/3-143) (from chapter 108 1/2, paragraph 3143) Section 3143. Report by pension board.

*The pension board shall report annually to the city council or board of trustees of the municipality on the condition of the pension fund at the end of its most recently completed fiscal year. The report shall be made prior to the council or board meeting held for the levying of taxes for the year for which the report is made.*

	City's Actuarial Valuation	IDOI Actuarial Valuation
(1) <b>Total Assets (actuarial value):</b>	\$ 11,553,728	\$ 11,478,508
Total Assets (market value):	\$ 10,864,983	\$ 10,864,983
(2) Estimated Receipts during the next succeeding fiscal year from:		
Participant Contributions deducted from payroll	\$ 260,748	\$ 260,748
<b>City Contribution</b>	<b>\$ 1,334,771</b>	<b>\$ 1,218,331</b>
(3) Estimated amount required during the next succeeding fiscal year to:		
(a) pay all pensions and other obligations provided in this Article	\$ 868,094	\$ 868,094
(b) meet the annual requirements of the fund as provided in		
Sections 3-125- and 3-127; <b>Funding Requirement</b>	<b>\$ 1,334,771</b>	<b>\$ 1,218,331</b>
(4) Total Net Income received from investment of net assets:	\$ (121,161)	\$ (121,161)
Assumed Investment Return:	7.00%	6.50%
Actual Investment Return:	<b>-1.13%</b>	-
Total Net Income received from investment of net assets (FYE 4/30/2019):	\$ 751,520	\$ 717,071
Assumed Investment Return (FYE 4/30/2019):	7.00%	6.25%
Actual Investment Return (FYE 4/30/2019):	<b>8.02%</b>	-
(5) Total number of active employees that are financially contributing to the fund	30	30

(6) Disbursements to:

(i) Annuitants in receipt of a regular retirement pension	11	11
Total number of annuitants:	11	11
Total amount that was disbursed in benefits:	\$ 781,425	\$ 787,372
(ii) Recipients being paid a disability pension	-	-
Total number of annuitants:	-	-
Total amount that was disbursed in benefits:	\$ -	\$ -
(iii) Survivors and children in receipt of benefits	-	-
Total number of annuitants:	-	-
Total amount that was disbursed in benefits:	\$ -	\$ -
(7) Funded ratio of the fund	49.09%	47.00%
(8) Unfunded Liability	\$ 11,979,995	\$ 13,067,032

(9) Investment Policy of the pension board under the statutory investment restrictions imposed on the fund.

**Certification**

I, Greg Sibenaller, President of the Police Pension Board, United City of Yorkville, Kendall County, Illinois, do hereby certify that this document is a true and correct copy of: "Required Reporting to Municipality By Pension Board" as outlined in 40 ILCS 5/3-143.

Witness my hand this 18th day of May 2021.

---

Greg Sibenaller, President  
Yorkville Police Pension Board

# Actuarial Valuation

*City of Yorkville*

*Yorkville Police Pension Fund*

*As of May 1, 2020*

*For the Year Ending April 30, 2021*

## Table of Contents

### SUMMARY OF PRINCIPAL VALUATION RESULTS

Contributions.....	1
Statutory Minimum Funding Cost Elements.....	1
Funding Policy Actuarially Determined Contribution Cost Elements.....	2
Contribution to Avoid Negative Funding.....	2
Financial Thumbnail Ratios.....	2
Plan Maturity Measures.....	3
Participant Data Summary.....	3

#### SECTION 1

### VALUATION RESULTS

Significant Events, Risk Disclosures and Issues Influencing Valuation Results.....	4
Actuarial Certification.....	6

#### SECTION 2

### FINANCIAL AND ACTUARIAL EXHIBITS

Exhibit 1 - Statement of Market Assets Available for Benefits.....	7
Exhibit 2 - Statement of Changes in Net Assets Available for Benefits.....	8
Exhibit 3 - Determination of the Actuarial Value of Assets.....	9
Exhibit 4 - Determination of Statutory Minimum Required Annual Contribution.....	10
Exhibit 5 - Determination of Funding Policy Annual Contribution.....	11
Exhibit 6 - Determination of Contribution Required to Prevent Negative Funding.....	11
Exhibit 7 - Summary of Participant Data as of May 1, 2020.....	12

#### SECTION 3

### SUMMARY OF PRINCIPAL PLAN PROVISIONS

Definitions.....	13
Pension (3-111).....	13
Pension to Survivors (3-112).....	14
Disability Pension Line of Duty (3-114.1).....	15
Disability Pension Not on Duty (3-114.2).....	15
Other Provisions.....	15
Glossary of Terms.....	16

#### SECTION 4

### SUMMARY OF ACTUARIAL ASSUMPTIONS AND COST METHODS

Nature of Actuarial Calculations.....	18
Assumptions.....	18
Asset Valuation Methods.....	19
Actuarial Cost Methods.....	19

#### SECTION 5

## Section 1: Summary of Principal Valuation Results

MWM Consulting Group was retained to prepare an actuarial valuation as of May 1, 2020 for the Yorkville Police Pension Fund. The purpose of the actuarial valuation was to determine the financial position and the annual actuarial requirements of the pension fund under Illinois statute 40 ILCS 5/3, Section 125, and to develop a recommended minimum contribution amount.

For quick reference, some of the key results of the valuation, along with selected financial and demographic information for the year ending April 30, 2021 are summarized in this overview section along with (for comparison) the results from the prior year.

<b>CONTRIBUTIONS</b>  <i>The plan sponsor must contribute at least the statutorily required minimum contribution under Illinois statutes equal to the normal cost plus the amount necessary to amortize the unfunded accrued liability such that by 2040, the liabilities will be 90% funded.</i>  <i>Other contribution amounts are shown including Funding Policy Contribution and the contribution required to prevent negative funding.</i>	Item	Current Valuation as of 5/1/2020	Prior Year Valuation as of 5/1/2019
	Contribution Required To Prevent Negative Funding	\$1,310,260 (49.8%)	\$1,230,604 (50.2%)
	Actuarially Determined Funding Policy Contribution	\$1,334,771 (50.7%)	\$1,226,371 (50.1%)
	Statutory Minimum Contribution per 40 ILCS 5/3 Section 125	\$1,128,201 (42.9%)	\$1,035,331 (42.3%)
	<i>( ) amounts expressed as a percentage of payroll</i>		

<b>STATUTORY MINIMUM FUNDING COST ELEMENTS</b>  <i>Illinois statutes require employers to contribute at least the amount necessary such that assets will equal at least 90% of the accrued liability by 2040. The minimum amount is determined under the Projected Unit Credit funding method, with smoothed assets, and is equal to the normal cost plus the amortization amount.</i>	Item	Current Valuation as of 5/1/2020	Prior Year Valuation as of 5/1/2019
	Accrued Liability	\$ 22,452,270	\$ 21,273,616
	Market Value of Assets	\$ 10,864,983	\$ 10,403,718
	Actuarial (Smoothed) Value of Assets	\$ 11,553,728	\$ 10,501,652
	Normal Cost (employer)	\$ 454,684	\$ 389,134
	Amortization Amount	\$ 582,651	\$ 562,586
	Statutory Minimum Contribution	\$ 1,128,201	\$ 1,035,331



<b>FUNDING POLICY CONTRIBUTION COST ELEMENTS</b>  <i>The funding policy contribution amount is determined under the Entry Age Normal funding method, with smoothed assets, and is equal to the normal cost plus the amortization amount. 100% of the unfunded liability is amortized as a level percentage of pay on a closed basis over 20 years.</i>	Item	Current Valuation as of 5/1/2020	Prior Year Valuation as of 5/1/2019
	Accrued Liability	\$ 23,533,723	\$ 22,102,523
	Market Value of Assets	\$ 10,864,983	\$ 10,403,718
	Actuarial (Smoothed) Value of Assets	\$ 11,553,728	\$ 10,501,652
	Normal Cost (employer)	\$ 423,745	\$ 375,283
	Amortization Amount	\$ 806,646	\$ 754,979
	Actuarially Determined Funding Policy Contribution	\$ 1,334,771	\$ 1,226,371

<b>AMOUNT REQUIRED TO AVOID NEGATIVE FUNDING</b>  <i>The statutory minimum contribution amortization amount is based upon a percentage of increasing payroll and, in the early years of funding, may not be sufficient to cover the interest cost on the unfunded liability. In order to avoid an increase in the unfunded liability (known as negative funding), the minimum amortization amount must be adjusted to be at least equal to the interest on the unfunded liability. The amount shown in the table as "Contribution to Avoid Negative Funding" provides for interest on 100% of the unfunded liability.</i>	Item	Current Valuation as of 5/1/2020	Prior Year Valuation as of 5/1/2019
	Accrued Liability	\$ 23,533,723	\$ 22,102,523
	Market Value of Assets	\$ 10,864,983	\$ 10,403,718
	Actuarial (Smoothed) Value of Assets	\$ 11,553,728	\$ 10,501,652
	Normal Cost (employer)	\$ 423,745	\$ 375,283
	Amortization Amount	\$ 838,600	\$ 812,061
	Amount of Contribution Needed to Avoid Negative Funding	\$ 1,310,260	\$ 1,230,604

<b>FINANCIAL THUMBNAIL RATIOS</b>  <i>This chart summarizes traditional financial ratios as applied to the pension plan. This liquidity ratio relates the cash flow position of the Fund by comparing the investment income plus employer and employee contributions to the annual benefit payments. Maintaining a ratio well above 100% prevents the liquidation of assets to cover benefit payments. The increase in benefits paid over the years is generally a result of the maturing of the pension plan.</i>  <i>Coverage of the Accrued Liabilities by the Assets is the Coverage Ratio and is one indication of the long term funding progress of the plan.</i>	Tests	5/1/2020 Valuation	5/1/2019 Valuation
	Liquidity Ratio (based upon year ended)	158%	304%
	Coverage Ratio (Market Value Assets)	46.17%	47.07%
	Annual Benefit Payments (expected)	\$ 868,094	\$ 746,128
	Annual Contributions (expected)		
	Members	\$ 260,748	\$ 242,717
	City	\$ 1,334,771	\$ 1,226,371

PLAN MATURITY MEASURES	Tests	5/1/2020 Valuation	5/1/2019 Valuation
<p><i>This chart includes financial relationship measures which are meant to help understand the risks associated with the plan.</i></p> <p><i>The ratio of Market Value of Assets to Active Payroll is measure of volatility risk associated with asset losses. The higher the ratio, the greater the volatility in contribution risks.</i></p> <p><i>The Ratio of Accrued Liability to Payroll is a measure of the volatility risk associated with assumption or other changes in liabilities. The higher the ratio, the greater the volatility in contribution risks.</i></p> <p><i>The Ratio of retired life actuarial accrued liability to total actuarial accrued liability is a measure of the maturity of the Plan. A mature plan will have a ratio above 60%.</i></p> <p><i>The Support Ratio (Actives: Retirees). A number less than 1 indicates a more mature plan.</i></p>	Ratio of Market Value of Assets to Active Participant Payroll is a measure of volatility risk associated with asset losses	4.13	4.25
	Ratio of Accrued Liability to Payroll is a measure of volatility risk associated with changes in assumptions	8.94	9.02
	Ratio of retired life Actuarial Accrued Liability to total Actuarial Accrued Liability	0.61	0.54
	Percentage of Contributions less Benefit Payments to Market Value of Assets	5.77%	6.71%
	Ratio of Benefit Payments to Contributions	0.57	0.49
	Support Ratio: Ratio of Active Participants to Retired Participants	1.67	1.75

PARTICIPANT DATA SUMMARY	Item	Current Year Valuation as of 5/1/2020			Prior Year Valuation as of 5/1/2019		
<p><i>The Actuarial Valuation takes into account demographic and benefit information for active employees, vested former employees, and retired pensioners and beneficiaries. The statistics for the past two years are compared in the chart.</i></p>		<u>Tier 1</u>	<u>Tier 2</u>	<u>Total</u>	<u>Tier 1</u>	<u>Tier 2</u>	<u>Total</u>
	Active Members						
	Vested	14	2	16	16	0	16
	Non-Vested	<u>0</u>	<u>14</u>	<u>14</u>	<u>0</u>	<u>12</u>	<u>12</u>
	Total Active	14	16	30	16	12	28
	Terminated entitled to future benefits	4	3	7	3	3	6
	Retired	11	0	11	10	0	10
	Surviving Spouse	0	0	0	0	0	0
	Minor Dependent	0	0	0	0	0	0
	Disabled	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	Total	29	19	48	29	15	44

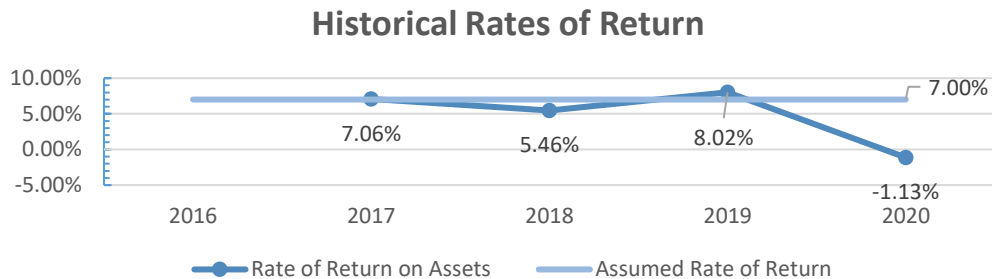
## SECTION 2: VALUATION RESULTS

### Significant Events, Disclosure Risks and Issues Influencing Valuation Results

Actuarial valuations are snapshot calculations which incorporate and reflect the experience and events of the past year such as changes in the demographics of the plan participants, gains and losses in the plan assets, changes in actuarial assumptions about future experience and outside influences such as legislation. Some of the more significant issues affecting the Plan's contribution level are described here.

#### Asset Performance for yearend 4/30/2020

The approximate -1.13% return (not time weighted) on net assets was below the actuarial assumption of 7.00% in effect for the 2019/2020 year.



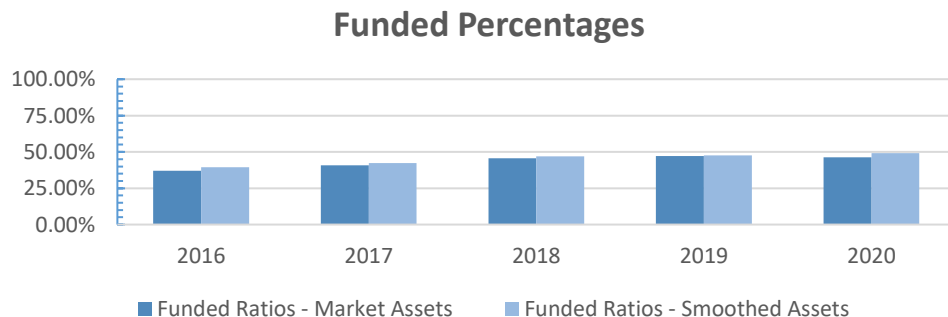
#### Change in Assumptions

The fully generational mortality projection scale was updated from MP2018 to MP2019.

#### Funded Status

The funded ratio measurement presented in the Actuarial Valuation Report for the Fund is the ratio of the actuarial value of fund assets available for benefits compared to the actuarial accrued liability. By monitoring changes in the funding ratio each year, one can determine whether or not funding progress is being made. Please understand that:

- The funded ratio measurement is dependent upon the actuarial cost method which, in combination with the plan's amortization policy, affects the timing and amounts of future contributions. The amounts of future contributions will most certainly differ from those assumed in this report due to future actual experience differing from assumed experience based upon the actuarial assumptions. Attainment of a funded status measurement in the Actuarial Valuation of 90% or 100% is not synonymous with no required future annual contributions. Even if the funded status attained is 100%, the plan would still require future normal cost contributions (i.e., contributions to cover the annual cost of the active membership accruing an additional year of service credit).
- The funded ratio measurement is a different result depending upon whether the market value of assets or the actuarial value of assets is used.



### *Employer Contributions*

The employer contribution is expected to be paid according to the funding policy, which exceeds the required statutory minimum amount. An additional funding contribution amount is included which determines the amount necessary to prevent negative funding.

Assuming the Funding Policy Contributions are received (and the actuarial assumptions are met) each year through 2040, the Fund's funded ratio is projected to increase to 100% by 2040. If only the Minimum Statutory contributions are made, the Fund's funded ratio would be projected to increase to 90% by 2040 and would require steeper contributions in years closer to 2040.

The ability of the fund to reach 100% is heavily dependent on the City contributing the Funding Policy Employer Contribution each and every year. Actuarial standards do not require the actuary to evaluate the ability of the City or other contributing entity to make such required contributions to the Fund when due. Such an evaluation is not within the actuary's domain of expertise. Consequently, the actuary performed no such evaluation.

The articulated Funding Policy amortizes 100% the unfunded amount based upon a level percentage of pay. The statutory funding required amortization method develops dollar amounts which also increase as payroll increases. The dollar amounts towards the end of the closed amortization period are necessarily much larger, and if payroll does not increase as expected, the amortization amount can dramatically increase the contribution as a percentage of payroll.

### *Negative Funding*

The current Funding Policy amortizes the unfunded amount based upon a level percentage of payroll. This amortization method develops dollar amounts which increase as payroll increases. The dollar amounts under this amortization method in the early years are less than the interest on the unfunded liability. For 2020, the interest on the unfunded is \$838,600, whereas the funding policy amortization is \$863,111 (ie, \$806,646 plus interest at 7%; see exhibits 5 and 6 on page 11). The dollar amounts towards the end of the closed amortization period are necessarily much larger, and if payroll does not increase as expected, the amortization amount can dramatically increase the contribution as a percentage of payroll.

Since the Funding Policy percentage of payroll amortization (end of year) is greater than the negative funding amount, at this point, the dollar value of the interest on the unfunded liability is covered.

## ACTUARIAL CERTIFICATION

This is to certify that MWM Consulting Group has prepared an Actuarial Valuation of the Plan as of May 1, 2020 for the purposes of determining statutory contribution requirements for the Fund in accordance with the requirements of 40 ILCS 5/3, Section 125, of determining the funding policy contribution amount (the Actuarially Determined Contribution). The funding policy is selected by the City. The contributions determined are net of contributions made by active member police officers during the year.

The results shown in this report have been calculated under the supervisions of a qualified Actuary as defined in appropriate State statutes. All results are based upon demographic data submitted by the Fund / City, financial data submitted by the Fund, applications of actuarial assumptions, and generally accepted actuarial methods.

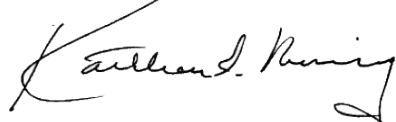
This valuation report has been prepared at the request of City of Yorkville to assist in administering the Plan and meeting specified financial and accounting requirements. This valuation report may not otherwise be copied or reproduced in any form without the consent of the Fund sponsor and may only be provided to other parties in its entirety. The information and valuation results shown in this report are prepared with reliance upon information and data provided to us, which we believe to the best of our knowledge to be complete and accurate and include:

- Employee census data submitted by the City of Yorkville. This data was not audited by us but appears to be consistent with prior information, and sufficient and reliable for purposes of this report.
- Financial data submitted by the City of Yorkville.

The measurements shown in this actuarial valuation may not be applicable for other purposes. Actuarial valuations involve calculations that require assumptions about future events. Certain of the assumptions or methods are mandated for specific purposes. Future actuarial measurements may differ significantly from the current measurements presented in the report due to such factors as experience that deviates from the assumptions, changes in assumptions, increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contributions based on the Plan's funded status) and changes in plan provisions or applicable law. This report does not include an analysis of the potential range of such future measurements.

We believe the assumptions and methods used are within the range of possible assumptions that are reasonable and appropriate for the purposes for which they have been used. In our opinion, all methods, assumptions and calculations are in accordance with requirements and the procedures followed and presentation of results are in conformity with generally accepted actuarial principles and practices. The undersigned actuary meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. There is no relationship between the City of Yorkville and MWM Consulting Group that impacts our objectivity. I certify that the results presented in this report are accurate and correct to the best of my knowledge.

MWM CONSULTING GROUP



Kathleen E Manning, FSA  
Managing Principal & Consulting Actuary



Karl K. Oman, ASA  
Consulting Actuary

10/7/2020

Date

## SECTION 3 - FINANCIAL AND ACTUARIAL EXHIBITS

### Exhibit 1 - Statement of Market Value of Assets

Item	Plan Year Ending	
	4/30/2020	4/30/2019
<b>1. Investments at Fair Value:</b>		
a. Cash and Cash equivalents	\$ 0	\$ 0
b. Money Market Mutual Funds	508,401	218,695
c. Municipal Bonds	837,353	488,526
d. Certificates of Deposit	0	0
e. US Government and Agency Bonds	3,039,164	3,020,656
f. Common and Preferred Stocks	3,149,663	3,251,008
g. Insurance Contracts (at contract value):	0	0
h. Mutual Funds	3,309,914	3,402,045
i. Accrued Interest and receivables	22,950	25,362
j. Other	0	0
k. Subtotal Assets (a + b + c + d + e + f + g + h + i + j)	<u>\$ 10,867,445</u>	<u>\$ 10,406,292</u>
<b>2. Liabilities:</b>		
a. Expenses Payable	\$ 2,462	\$ 2,574
b. Liability for benefits due and unpaid	0	0
c. Other Liabilities	0	0
d. Total Liabilities	<u>\$ 2,462</u>	<u>\$ 2,574</u>
<b>3. Net Market Value of Assets Available for Benefits: (1k – 2d)</b>	\$ 10,864,983	\$ 10,403,718

## Exhibit 2 - Statement of Change in Net Assets

Item	Plan Year Ending	
	4/30/2020	4/30/2019
<b>Additions</b>		
Contributions		
Employer	\$ 1,111,484	\$ 963,361
Plan Member	269,903	243,941
Other (adjustment to beginning of year market value)	0	(243)
Total Contributions	\$ 1,381,387	\$ 1,207,059
Investment Income		
Realized and Unrealized Gains/(Losses)	\$ (540,057)	\$ 523,223
Interest	337,334	100,715
Dividends	76,811	79,268
Other Income	48,314	48,314
Investment Expenses	(43,563)	0
Net Investment Income	(121,161)	751,520
<b>Total additions</b>	<b>\$ 1,260,226</b>	<b>\$ 1,958,579</b>
<b>Deductions</b>		
Benefits	\$ 781,425	\$ 597,064
Refunds	5,947	0
Administrative Expenses	11,589	47,142
<b>Total deductions</b>	<b>\$ 798,961</b>	<b>\$ 644,206</b>
<b>Total increase (decrease)</b>	<b>\$ 461,265</b>	<b>\$ 1,314,373</b>
<b>Net Market Value of Assets Available for Benefits:</b>		
Beginning of year	\$ 10,403,718	\$ 9,089,345
End of year	<u>\$ 10,864,983</u>	<u>\$ 10,403,718</u>

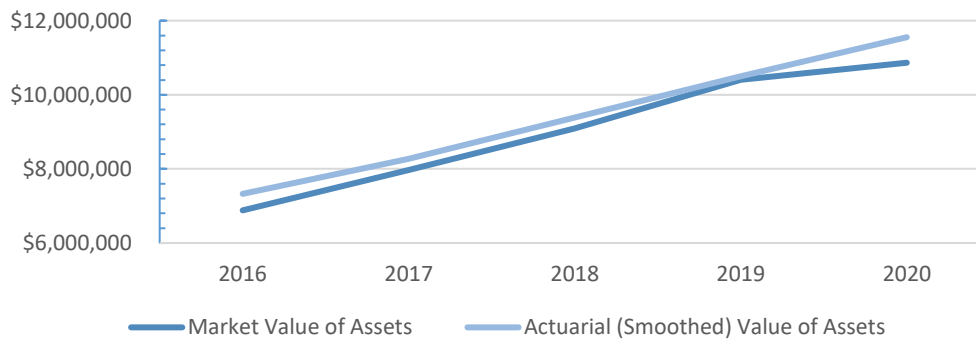
### Exhibit 3 – Actuarial Value of Assets

Under 40 ILCS 5/3, the statutory minimum required contribution is to be determined based upon **Actuarial Value of Assets**, which are asset values which have been smoothed over a five-year period, beginning with the year 2011. The **Actuarial Value of Assets** has been calculated below based upon the market value of assets at May 1, 2020 with adjustments for the preceding year's gains/losses, which are reflected at the rate of 20% per year.

<b>1. Expected Return on Assets</b>	
a. Market Value of Assets as of Beginning of Year	\$ 10,403,718
b. Income and Disbursements During the year	
i. Contributions Received (weighted 50%)	\$ 690,694
ii. Benefit Payments and Expenses (weighted 50%)	399,481
iii. Weighted net income (other than investment income) (i) – (ii)	291,213
c. Market Value adjusted for income and disbursements	\$ 10,694,931
<b>d. Expected Return on Assets at assumed rate of 7.00%</b>	<b>\$ 748,645</b>
<b>2. Actual Return on Assets for year</b>	
a. Market Value of Assets (Beginning of Year)	\$ 10,403,718
b. Income (less investment income)	1,381,387
c. Disbursements	798,961
d. Market Value of Assets (End of Year)	10,864,983
e. Actual Return on Assets (d) – (a) – (b) + (c)	(121,161)
<b>f. Investment Gain/(Loss) for year: 2(e) - 1(d)</b>	<b>\$ (869,806)</b>
<b>3. Actuarial Value of Assets</b>	
a. Market Value of Assets as of End of Year	\$ 10,864,983
b. Deferred Investment gains/(losses)	
i. 80% of 2020 loss of \$(869,806)	695,845
ii. 60% of 2019 gain of \$95,566	(57,340)
iii. 40% of 2018 loss of \$(127,661)	51,064
iv. 20% of 2017 gain of \$4,122	(824)
v. Total	688,745
<b>c. Actuarial Value of Assets for statutory funding 3(a) + 3(b)(v)</b>	<b>\$ 11,553,728</b>

The Chart Below shows the comparison of smoothed to market assets over the past five years

#### Smoothed vs Market Assets





### Exhibit 4- Determination of the Statutory Minimum Required Contribution

Under 40 ILCS 5/3, the statutory minimum required contribution is to be determined based upon the Projected Unit Credit actuarial funding method, where the unfunded liability is amortized such that 90% of the liability will be funded as of 2040. Under the statute, 90% of the unfunded liability is to be amortized as a level percentage of payroll over the period through 2040. The mandated funding method, the Projected Unit Credit funding method, requires the annual cost of the plan to be developed in two parts: that attributable to benefits allocated to the current year (the normal cost); and that allocated to benefits attributable to prior service (the accrued liability).

#### Funding Elements for 40 ILCS 5/3

	Present Value of Benefits as of 5/1/2020	Projected Unit Credit (PUC) Normal Cost as of 5/1/2020	PUC Actuarial Accrued Liability as of 5/1/2020
1. Active Officers			
a) Normal & Early Retirement	\$ 13,908,994	\$ 531,541	\$ 6,452,086
b) Vested Withdrawal	1,010,784	60,453	619,395
c) Pre-Retirement Death	372,817	23,553	187,322
d) Disability	<u>1,559,643</u>	<u>99,885</u>	<u>756,121</u>
e) Total Active Police Officers	\$ 16,852,238	\$ 715,432	\$ 8,014,924
2. Inactive Police Officers and Survivors:			
a) Normal Retirees	\$ 13,490,596		\$ 13,490,596
b) Widows (survivors)	0		0
c) Deferred Vested	946,750		946,750
d) Disabled	<u>0</u>		<u>0</u>
e) Total - Nonactive	\$ 14,437,346		\$ 14,437,346
3. Total – All	\$ 31,289,584		\$ 22,452,270

#### Minimum Statutory Contribution under 40 ILCS 5/3

Item	Amount
1. Annual Payroll	\$ 2,631,165
2. Normal Cost (net of employee/member contributions)	454,684
3. Employee Contributions (expected)	260,748
4. Funding Actuarial Liability	22,452,270
5. 90% of Funding Actuarial Liability	20,207,043
6. Actuarial Value of Assets (Exhibit 3)	11,553,728
7. Unfunded Actuarial Balance	8,653,315
8. Amortization of Unfunded Balance over 20 years as a level percentage of payroll	582,651
9. Interest on (2), (3) and (8)	90,866
10. Minimum statutory tax levy contribution per 40 ILCS 5/3 – (2) + (8) + (9)	<b>\$1,128,201 (42.9%)</b>

\*() amount as a percent of payroll

## Exhibit 5- Determination of the Funding Policy Contribution

The Tax Levy amount based upon the articulated funding policy is the actuarially determined contribution, rather than the amount determined as the minimum under 40 ILCS 5/3. The funding policy contribution is developed below, based upon the Entry Age Normal Funding Method, with 100% of the unfunded accrued liability amortized as a level percentage of payroll over the 20 years through FYE 2040. The contribution is then the sum of the Normal Cost (developed under the entry age method, but where the total normal cost is not less than 17.5%) plus the amortization payment. Also shown is the contribution amount necessary to prevent negative funding.

### Funding Elements for Funding Policy Contribution

	Present Value of Benefits as of 5/1/2020	Entry Age Normal Cost as of 5/1/2020	Entry Age Accrued Liability as of 5/1/2020
1. Active Officers			
a) Normal & Early Retirement	\$ 13,908,994	\$ 519,267	\$ 8,048,275
b) Vested Withdrawal	1,010,784	60,642	304,805
c) Pre-Retirement Death	372,817	18,682	161,036
d) Disability	<u>1,559,643</u>	<u>85,902</u>	<u>582,261</u>
e) Total Active Police Officers	\$ 16,852,238	\$ 684,493	\$ 9,096,377
2. Inactive Police Officers and Survivors:			
a) Normal Retirees	\$ 13,490,596		\$ 13,490,596
b) Widows (survivors)	0		0
c) Deferred Vested	946,750		946,750
d) Disabled	<u>0</u>		<u>0</u>
e) Total - Nonactive	\$ 14,437,346		\$ 14,437,346
3. Total – All	\$ 31,289,584		\$ 23,533,723

### Actuarially Determined Funding Policy Contribution for Tax Levy

Item	Amount
1. Normal Cost (net of employee/member contributions)	\$ 423,745
2. Employee Contributions (expected)	260,748
3. Funding Actuarial Liability	23,533,723
4. 100% of Funding Actuarial Liability	23,533,723
5. Actuarial Value of Assets (Exhibit 3)	11,553,728
6. Unfunded Actuarial Balance	11,979,995
7. Amortization of Unfunded Balance over 20 years as a level percentage of payroll	806,646
8. Interest on (1), (2) and (7)	104,380
9. Actuarially Determined Funding Policy Contribution for Tax Levy (1) + (7) + (8)	<b>\$1,334,771 (50.7%)</b>

### Exhibit 6- Contribution Necessary to Prevent Negative Funding

Item	Amount
1. Normal Cost (net of employee/member contributions)	\$ 423,745
2. Employee Contributions (expected)	260,748
3. 100% of Funding Actuarial Liability	23,533,723
4. Actuarial Value of Assets (Exhibit 3)	11,553,728
5. Unfunded Actuarial Balance	11,979,995
6. Interest on Unfunded Liability	838,600
7. Interest on (1), (2)	47,915
8. Contribution Necessary to Prevent Negative Funding (1) + (6) + (7)	<b>\$1,310,260 (49.8%)</b>

## Exhibit 7 – Summary of Participant Data as of May 1, 2020

### Participant Data

Item	As of 5/1/2020		
	<u>Tier 1</u>	<u>Tier 2</u>	<u>Total</u>
Active Members			
Vested	14	2	16
Non-Vested	<u>0</u>	<u>14</u>	<u>14</u>
Total Actives	14	16	30
Terminated Members entitled to future benefits	4	3	7
Retired Members	11	0	11
Surviving Spouses	0	0	0
Minor Dependents	0	0	0
Disabled Participants	<u>0</u>	<u>0</u>	<u>0</u>
Total	29	19	48

### AGE AND SERVICE DISTRIBUTION AS OF MAY 1, 2020

#### Active Employee Participants

Age Group	Service									Total
	0 - 4	5 - 9	10 - 14	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40+	
Under 20										0
20 - 24	2									2
25 - 29	3	1								4
30 - 34	4	3	1							8
35 - 39			5							5
40 - 44		2	1	4						7
45 - 49				1	1					2
50 - 54	1			1						2
55 - 59										0
60 - 64										0
65 & Over										0
Total	10	6	7	6	1	0	0	0	0	30

Average Age: 36.6 years

Average Length of Service: 9.3 years

## SECTION 4 - SUMMARY OF PRINCIPAL PLAN PROVISIONS

This summary provides a general description of the major eligibility and benefit provisions of the pension fund upon which this valuation has been based. It is not intended to be, nor should it be interpreted as, a complete statement of all provisions

### *Definitions*

**Tier 1 – For Police Officers first entering Article 3 prior to January 1, 2011**

**Tier 2 – For Police Officers first entering Article 3 after December 31, 2010**

**Police Officer (3-106):** Any person appointed to the police force and sworn and commissioned to perform police duties.

**Persons excluded from Fund (3-109):** Part-time officers, special police officer, night watchmen, traffic guards, clerks and civilian employees of the department. Also, police officers who fail to pay the required fund contributions or who elect the Self-Managed Plan option.

**Creditable Service (3-110):** Time served by a police officer, excluding furloughs in excess of 30 days, but including leaves of absences for illness or accident and periods of disability where no disability pension payments have been received and also including up to 3 years during which disability payments have been received provided contributions are made.

### *Pension (3-111)*

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#### *Normal Pension Age*

**Tier 1** - Age 50 with 20 or more years of creditable service.

**Tier 2** - Age 55 with 10 or more years of creditable service.

#### *Normal Pension Amount*

**Tier 1** - 50% of the greater of the annual salary held in the year preceding retirement or the annual salary held on the last day of service, plus 2½% of such annual salary for service from 20 to 30 year (maximum 25%).

**Tier 2** - 2½% of Final Average salary for each year of service. Final Average Salary is the highest salary based on the highest consecutive 48 months of the final 60 months of service

Early Retirement at age 50 with 10 or more years of service but with a penalty of ½% for each month prior to age 55.

Annual Salary capped at \$106,800 increased yearly by the lesser of the Consumer Price Index- Urban (CPI-U) or 3%. The Salary cap for valuations beginning in 2020 is \$115,929.

Minimum Monthly Benefit: \$1,000

Maximum Benefit Percentage: 75% of salary

### ***Termination Retirement Pension Date***

Separation of service after completion of between 8 and 20 years of creditable service.

### ***Termination Pension Amount***

Commencing at age 60, 2½% of annual salary held in the year preceding termination times years of creditable service or refund of contributions, or for persons terminating on or after July 1, 1987, 2½% of annual salary held on the last day of service times years of credible service, whichever is greater.

### ***Pension Increase Non-Disabled***

**Tier 1** - 3% increase of the original pension amount after attainment of age 55 for each year elapsed since retirement, followed by an additional 3% of the original pension amount on each May 1 thereafter. Effective July 1, 1993, 3% of the amount of pension payable at the time of the increase including increases previously granted, rather than 3% of the originally granted pension amount.

**Tier 2** - The lesser of ½ of the Consumer Price Index-Urban (CPI-U) or 3% increase of the original pension amount after attainment of age 60 and an additional such increase of the original pension amount on each May 1 thereafter.

### ***Disabled***

3% increase of the original pension amount after attainment of age 60 for each year he or she received pension payments, followed by an additional 3% of the original pension amount in each May 1 thereafter.

### ***Pension to Survivors (3-112 )***

#### ***Death of Retired Member***

**Tier 1** - 100% of pension amount to surviving spouse (or dependent children).

**Tier 2** - 66 2/3% of pension amount to surviving spouse (or dependent children), subject to the following increase: The lesser of ½ of the Consumer Price Index-Urban (CPI-U) or 3% increase of the original pension amount after attainment of age 60 and an additional such increase of the original pension amount on each May 1 thereafter.

### ***Death While in Service (Not in line of duty)***

With 20 years of creditable service, the pension amount earned as of the date of death.

With less than 20 years of creditable service, 50% of the salary attached to the rank for the year prior to the date of death.

### ***Death in Line of Duty***

100% of the salary attached to the rank for the last day of service year prior to date of death.

### ***Minimum Survivor Pension***

\$1,000 per month to all surviving spouses.

### ***Disability Pension - Line of Duty (3-114.1)***

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#### ***Eligibility***

Suspension or retirement from police service due to sickness, accident or injury while on duty.

#### ***Pension***

Greater of 65% of salary attached to rank at date of suspension or retirement and the retirement pension available. Minimum \$1,000 per month.

### ***Disability Pension - Not on Duty (3-114.2)***

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#### ***Eligibility***

Suspension or retirement from police service for any cause other than while on duty.

#### ***Pension***

50% of salary attached to rank at date of suspension or retirement. Minimum \$1,000 per month.

### ***Other Provisions***

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#### ***Marriage after Retirement (3-120)***

No surviving spouse benefit available.

#### ***Refund (3-124)***

At termination with less than 20 years of service, contributions are refunded upon request.

#### ***Contributions by Police Officers (3-125.1)***

Beginning May 1, 2001, 9.91% of salary including longevity, but excluding overtime pay, holiday pay, bonus pay, merit pay or other cash benefit.

### ***Actuarial Accrued Liability***

See ***Entry Age Normal Cost Method*** and ***Projected Unit Credit Cost Method***.

### ***Actuarial Assumptions***

The economic and demographic predictions used to estimate the present value of the plan's future obligations. They include estimates of investment earnings, salary increases, mortality, withdrawal and other related items. The *Actuarial Assumptions* are used in connection with the *Actuarial Cost Method* to allocate plan costs over the working lifetimes of plan participants.

### ***Actuarial Cost Method***

The method used to allocate the projected obligations of the plan over the working lifetimes of the plan participants. Also referred to as an *Actuarial Funding Method*.

### ***Actuarial Funding Method***

See *Actuarial Cost Method*

### ***Actuarial Gain (Loss)***

The excess of the actual *Unfunded Actuarial Accrued Liability* over the expected *Unfunded Actuarial Accrued Liability* represents an *Actuarial Loss*. If the expected *Unfunded Actuarial Accrued Liability* is greater, an *Actuarial Gain* has occurred.

### ***Actuarial Present Value***

The value of an amount or series of amounts payable or receivable at various times, determined as of a given date by the application of a particular set of *Actuarial Assumptions*.

### ***Actuarial Value of Assets***

The asset value derived by using the plan's *Asset Valuation Method*.

### ***Asset Valuation Method***

A valuation method designed to smooth random fluctuations in asset values. The objective underlying the use of an asset valuation method is to provide for the long-term stability of employer contributions.

### ***Employee Retirement Income Security Act of 1974 (ERISA)***

The primary federal legislative act establishing funding, participation, vesting, benefit accrual, reporting, and disclosure standards for pension and welfare plans.

### ***Entry Age Normal Cost Method***

One of the standard actuarial funding methods in which the *Present Value of Projected Plan Benefits* of each individual included in the *Actuarial Valuation* is allocated on a level basis over the earnings of the individual between entry age and assumed exit age(s). The portion of this *Actuarial Present Value* allocated to a valuation year is called the *Normal Cost*. The portion of this *Actuarial Present Value* not provided for at a valuation date by the *Actuarial Present Value* of future *Normal Costs* is called the *Actuarial Accrued Liability*.

## GLOSSARY (Continued)

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### ***Normal Cost***

The portion of the *Present Value of Projected Plan Benefits* that is allocated to a particular plan year by the *Actuarial Cost Method*. See *Entry Age Normal Cost Method* for a description of the Normal Cost under the *Entry Age Normal Cost Method*. See *Projected Unit Credit Cost Method* for a description of the Normal Cost under the *Projected Unit Credit Cost Method*.

### ***Present Value of Future Normal Costs***

The present value of future normal costs determined based on the *Actuarial Cost Method* for the plan. Under the *Entry Age Normal Cost Method*, this amount is equal to the excess of the *Present Value of Projected Plan Benefits* over the sum of the *Actuarial Value of Assets* and *Unfunded Actuarial Accrued Liability*.

### ***Present Value of Projected Plan Benefits***

The present value of future plan benefits reflecting projected credited service and salaries. The present value is determined based on the plan's actuarial assumptions.

### ***Projected Unit Credit Cost Method***

One of the standard actuarial funding methods in which the *Present Value of Projected Plan Benefits* of each individual included in the *Actuarial Valuation* is allocated by a consistent formula to valuation years. The *Actuarial Present Value* allocated to a valuation year is called the *Normal Cost*. The *Actuarial Present Value* of benefits allocated to all periods prior to a valuation year is called the *Actuarial Accrued Liability*.

### ***Unfunded Actuarial Accrued Liability***

The excess of the *Actuarial Accrued Liability* over the *Actuarial Value of Assets*.



## SECTION 5 - SUMMARY OF ACTUARIAL ASSUMPTIONS AND COST METHODS

### Nature of Actuarial Calculations

The results documented in this report are estimates based on data that may be imperfect and on assumptions about future events, some of which are mandated assumptions. Certain provisions may be approximated or deemed immaterial and therefore are not valued. Assumptions may be made about participant data or other factors. A range of results, different from those presented in this report could be considered reasonable. The numbers are not rounded, but this is for convenience and should not imply precisions, which is not inherent in actuarial calculations.

Actuarial Assumption	Annual Actuarial Valuation Statutory Minimum	Annual Actuarial Valuation Funding Policy Amount for Tax Levy		
Interest	7.00% per annum	7.00% per annum		
Mortality	RP2014 Healthy Annuitant with Blue Collar Adjustments Projected Generationally from 2013 with Scale MP2019	RP2014 Healthy Annuitant with Blue Collar Adjustments Projected Generationally from 2013 with Scale MP2019		
Retirement	Rates of retirement for all ages are:	Rates of retirement for all ages are:		
	<div><div>Tier 1</div><div><div>Age</div><div>50</div><div>51</div><div>52</div><div>53</div><div>54</div><div>55</div><div>56</div><div>57</div><div>58</div><div>59</div><div>60</div></div><div><div>Age</div><div>61</div><div>62</div><div>63</div><div>64</div><div>65</div><div>66</div><div>67</div><div>68</div><div>69</div><div>70</div></div><div><div>25.00%</div><div>25.00%</div><div>25.00%</div><div>25.00%</div><div>100%</div><div>100%</div><div>100%</div><div>100%</div><div>100%</div><div>100%</div><div>100%</div></div></div> <div><div>Tier 2</div><div><div>Age</div><div>50</div><div>51</div><div>52</div><div>53</div><div>54</div><div>55</div><div>56</div><div>57</div><div>58</div><div>59</div><div>60</div></div><div><div>Age</div><div>61</div><div>62</div><div>63</div><div>64</div><div>65</div><div>66</div><div>67</div><div>68</div><div>69</div><div>70</div></div><div><div>25.00%</div><div>25.00%</div><div>25.00%</div><div>25.00%</div><div>100%</div><div>100%</div><div>100%</div><div>100%</div><div>100%</div><div>100%</div><div>100%</div></div></div> <div><div>Tier 1</div><div><div>Age</div><div>50</div><div>51</div><div>52</div><div>53</div><div>54</div><div>55</div><div>56</div><div>57</div><div>58</div><div>59</div><div>60</div></div><div><div>Age</div><div>61</div><div>62</div><div>63</div><div>64</div><div>65</div><div>66</div><div>67</div><div>68</div><div>69</div><div>70</div></div><div><div>25.00%</div><div>25.00%</div><div>25.00%</div><div>25.00%</div><div>100%</div><div>100%</div><div>100%</div><div>100%</div><div>100%</div><div>100%</div><div>100%</div></div></div> <div><div>Tier 2</div><div><div>Age</div><div>50</div><div>51</div><div>52</div><div>53</div><div>54</div><div>55</div><div>56</div><div>57</div><div>58</div><div>59</div><div>60</div></div><div><div>Age</div><div>61</div><div>62</div><div>63</div><div>64</div><div>65</div><div>66</div><div>67</div><div>68</div><div>69</div><div>70</div></div><div><div>25.00%</div><div>25.00%</div><div>25.00%</div><div>25.00%</div><div>100%</div><div>100%</div><div>100%</div><div>100%</div><div>100%</div><div>100%</div><div>100%</div></div></div> <tr><td>Withdrawal</td><td>Rates of termination are based upon age only. Sample rates for selected ages are:<div><div>Age</div><div>25</div><div>40</div><div>50</div><div>55</div><div>10.40%</div><div>1.90%</div><div>1.50%</div><div>1.50%</div></div></td><td>Rates of termination are based upon age only. Sample rates for selected ages are:<div><div>Age</div><div>25</div><div>40</div><div>50</div><div>55</div><div>10.40%</div><div>1.90%</div><div>1.50%</div><div>1.50%</div></div></td></tr>	Withdrawal	Rates of termination are based upon age only. Sample rates for selected ages are: <div><div>Age</div><div>25</div><div>40</div><div>50</div><div>55</div><div>10.40%</div><div>1.90%</div><div>1.50%</div><div>1.50%</div></div>	Rates of termination are based upon age only. Sample rates for selected ages are: <div><div>Age</div><div>25</div><div>40</div><div>50</div><div>55</div><div>10.40%</div><div>1.90%</div><div>1.50%</div><div>1.50%</div></div>
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Actuarial Assumption Item	Annual Actuarial Valuation Statutory Minimum	Annual Actuarial Valuation Funding Policy Amount for Tax Levy																				
Disability	<p>Rates of disability are based upon age only. Sample rates for selected ages are:</p> <table><tr><td>Age</td><td></td></tr><tr><td>25</td><td>0.03%</td></tr><tr><td>40</td><td>0.42%</td></tr><tr><td>50</td><td>0.71%</td></tr><tr><td>55</td><td>0.90%</td></tr></table> <p>60% of disabilities are assumed to occur in the line of duty</p>	Age		25	0.03%	40	0.42%	50	0.71%	55	0.90%	<p>Rates of disability are based upon age only. Sample rates for selected ages are:</p> <table><tr><td>Age</td><td></td></tr><tr><td>25</td><td>0.03%</td></tr><tr><td>40</td><td>0.42%</td></tr><tr><td>50</td><td>0.71%</td></tr><tr><td>55</td><td>0.90%</td></tr></table> <p>60% of disabilities are assumed to occur in the line of duty</p>	Age		25	0.03%	40	0.42%	50	0.71%	55	0.90%
Age																						
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55	0.90%																					
Age																						
25	0.03%																					
40	0.42%																					
50	0.71%																					
55	0.90%																					
Salary Increase	5% per annum	5% per annum																				
Payroll Growth	3.50% per annum	3.50% per annum																				
Percentage Married	80% are married, females are assumed to be 3 years younger	80% are married, females are assumed to be 3 years younger																				
Asset Valuation Method	Assets are valued at fair market value and smoothed over three years, reflecting gains and losses at 20% per year.	Assets are valued at fair market value and smoothed over five years, reflecting gains and losses at 20% per year.																				
Actuarial Cost Methods	<p>Projected Unit Credit Cost Method</p> <p>This is the mandated actuarial method to be used in determining the statutory contribution requirements and under PA 096-1495. This method determines the present value of projected benefits and prorates the projected benefit by service to date to determine the accrued liability. Amounts attributable to past service are amortized as a level percentage of pay with the goal of reaching 90% of the accrued liability by 2040.</p>	<p>Entry Age Normal Cost Method</p> <p>This method projects benefits from entry age to retirement age and attributes costs over total service, as a level percentage of pay. Amounts attributable to past service have been amortized over 20 years on a closed basis as a level percentage of pay.</p>																				

**YORKVILLE POLICE PENSION FUND**  
**Actuarial Valuation Report**

**Exhibit B**

**Showing Assets and Liabilities of the Fund in  
 Accordance with Actuarial Reserve Requirements  
 as of May 1, 2020**

**Summary**

Accrued Liability	\$24,545,540
Actuarial Value of Assets	\$11,478,508
Unfunded Accrued Liability	\$13,067,032
Funded Ratio	47%

**Liabilities**

Reserves for Annuities and Benefits in Force

	Head Count:	Present Value:	
Retirement Annuities	11	15,103,019	
Disability Annuities	0	0	
Surviving Spouse Annuities	0	0	
Minor Dependent Annuities	0	0	
Deferred Retirement Annuities	4	1,128,175	
Handicapped Dependent Annuities	0	0	
Dependent Parent Annuities	0	0	
Terminated Liabilities	3	4,608	
Total:	18		\$16,235,802

Accrued Liabilities for Active Members	30	\$8,309,738
Total Accrued Liabilities		\$24,545,540
Total Normal Cost for Active Members		\$718,228
Total Normal Cost as a Percentage of Payroll		27%

Total Annual Payroll	\$2,633,711
Amortization of Unfunded Liabilities:	
Total Accrued Liability	\$24,545,540
90% Funded Ratio Target	\$22,090,986
Actuarial Value of Assets	\$11,478,508
Liabilities Subject to Amortization	\$10,612,478
Amortization Period	20 years
Amortization Payment, Beginning of Year	\$686,746

This report is provided to the Board and Municipality as part of the Public Pension Division advisory services under Section 1A-106 of the Illinois Pension Code. This report should not be relied upon for purposes other than determining the current tax levy required under the Illinois Pension Code. The assumptions have been set based on expectations for all Article 3 funds in the State of Illinois. The actuarial methods are prescribed by the Illinois Pension Code and do not necessarily represent the approach recommended by either the actuary or the Department of Insurance. This report was prepared under the direct supervision of the undersigned:

Brad Lee Armstrong (Enrolled Actuary #17-5614)  
 Lance Weiss (Enrolled Actuary #17-2468)  
 GRS

Deputy Director  
 Public Pension Division  
 Illinois Department of Insurance

**YORKVILLE POLICE PENSION FUND**  
**Actuarial Valuation Report**

**Assets**

Actuarial Value of Assets

Current Year Gain/(Loss):

Market value of assets as of April 30, 2019	\$10,403,718
Benefit payments during fiscal year 2020	(787,372)
Administrative expense during fiscal year 2020	(11,589)
Total contributions during fiscal year 2020	1,381,387
Expected return during fiscal year 2020	695,171
Expected market value of assets as of April 30, 2020	<u>\$11,681,315</u>

Actual market value of assets as of April 30, 2020	\$10,864,983
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Investment gain/(loss) during the fiscal year	(\$816,332)
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Development of Actuarial Value of Assets (market value less unrecognized amounts):

Market value of assets as of April 30, 2020	\$10,864,983
Unrecognized gain/(loss) from fiscal 2020	(653,066)
Unrecognized gain/(loss) from fiscal 2019	78,197
Unrecognized gain/(loss) from fiscal 2018	(44,173)
Unrecognized gain/(loss) from fiscal 2017	5,517
Actuarial value of assets as of April 30, 2020	<u>\$11,478,508</u>

**Actuarially Determined Employer Contributions**

Actuarially determined amount to provide the employer normal cost based on the annual payroll of active participants as of May 1, 2020.	\$457,227
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Amount necessary to amortize the unfunded accrued liability as determined by the State of Illinois Department of Insurance over the remaining 20 years as prescribed by Section 3-125 of the Illinois Pension Code.	\$686,746
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Interest to the end of the fiscal year.	\$74,358
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Total suggested amount of employer contributions to arrive at the annual requirements of the fund as prescribed by Section 3-125 of the Illinois Pension Code. *	\$1,218,331
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\*The above figure is the suggested amount which should be obtained by the fund from the municipality exclusive of any other items of income, such as interest on investments, contributions from participants, etc. These items have already been taken into consideration in arriving at this amount.

# YORKVILLE POLICE PENSION FUND

## Actuarial Valuation Report

### Actuarial Information

The following methods have been prescribed in accordance with Section 3-125 of the Illinois Pension Code.

Funding method	Projected Unit Credit
Amortization method	Normal cost, plus an additional amount (determined as a level percentage of payroll) to bring the plan's funded ratio to 90% by the end of fiscal year 2040.
Asset valuation method	Investment gains and losses are recognized over a 5-year period.

### Actuarial Assumptions

Interest rate	6.50%
Interest rate, prior fiscal year	6.50%
Healthy mortality rates - Male	RP-2014 Healthy Annuitant with Blue Collar Adjustment, males
Healthy mortality rates - Female	RP-2014 Healthy Annuitant with Blue Collar Adjustment, females
Disability mortality rates - Male	115% of RP-2014 Healthy Annuitant with Blue Collar Adjustment, males
Disability mortality rates - Female	115% of RP-2014 Healthy Annuitant with Blue Collar Adjustment, females
Decrements other than mortality	Experience tables
Rate of service-related deaths	10%
Rate of service-related disabilities	60%
Salary increases	Service-related table with rates grading from 11.00% to 3.50% at 33 years of service
Payroll growth	3.50%
Tier 2 cost-of-living adjustment	1.25%
Marital assumptions for active members	80% of members are assumed to be married; male spouses are assumed to be 3 years older than female spouses.

The actuarial assumptions used for determining the above amounts are based on experience for all Article 3 funds for the State of Illinois in aggregate. The Department of Insurance has approved the above actuarial assumptions. Contact the Department of Insurance for complete experience tables.

### Data and Fund Information

The above valuation uses personnel data as reported to the Department of Insurance in the Schedule P. Specifically, the following data items have been determined as of the date of the Actuarial Valuation Report: attained age, annual salary or pension, completed years of service of each individual participant.

The fund specific information used in the production of this document was provided to the Department of Insurance by your pension fund board of trustees through the fund's annual statement filing.

Additional critical information regarding actuarial assumptions and methods, and important actuarial disclosures are provided in the Actuarial Valuation Report Disclosures Document located on the following Illinois DOI Website (<https://insurance.illinois.gov/Applications/Pension/FOIAReporting/FOIAPortal.aspx>)



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

Agenda Item Number

Mayor's Report #4

Tracking Number

CC 2021-31

### Agenda Item Summary Memo

**Title:** City Administrator Employment Agreement

**Meeting and Date:** City Council – May 25, 2021

**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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **EMPLOYMENT AGREEMENT**

This agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between the United City of Yorkville, Illinois, a non-home rule municipal corporation (the "City"), and Bart Olson of Downers Grove, Illinois (the "Employee").

### **WITNESSETH:**

WHEREAS, the Mayor of the City, with the advice and consent of the City Council, has determined to employ the services of Employee in the position of "City Administrator";

WHEREAS, it is the desire of the Mayor and City Council (the "Council") to provide certain benefits to establish certain conditions of employment, and to set the working conditions of Employee; and

WHEREAS, Employee desires to accept employment as City Administrator of the City under the terms presented herein;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

### **SECTION 1: EMPLOYMENT AND DUTIES**

1.1 The City agrees to employ and Employee agrees to be employed, on a full-time basis, and devote such additional time and service as necessary to perform all professional services and undertake the responsibilities and duties of City Administrator to fully administer the operation of the City and undertake those other duties and responsibilities as are set forth in City Code, Section 1-6D and as the Mayor and/or Council may, from time to time, require. Employee's duties and responsibilities shall include, but not be limited to:

- (a) Be responsible to respond to and advise the Mayor and aldermen on issues affecting any and all aspects of the City to the best of his ability and competence;
- (b) Advise and consult with City officers and officials;
- (c) Advise and consult with the Mayor regarding hiring, assignment, and promotion of employees and; upon approval of the Mayor, terminate, furlough or lay-off employees in departments that report to the City Administrator.
- (d) Attend all regular and special meetings of the Council, and any Council committee, and sub-committee and boards and commission meetings and hearings as assigned; and attend specific other meetings and hearings at the request of either the Mayor or Council;
- (e) Keep the Mayor and Council apprised of the status of major projects and activities; subject to applicable State and City laws concerning appropriations, public notices and competitive bidding, Employee shall have the authority to execute on behalf of the City any contracts for goods, materials, services, constructions or improvements authorized by the Council;

(f) During Employee's employment with the City, the Employee will not directly or indirectly become affiliated, employed or in any way enter into a contractual relationship for compensated services of any type or character, other than teaching or consulting, without the approval of the Council.

## **SECTION 2: TERM**

2.1 The term of this Agreement shall commence upon the execution of the Agreement by both parties and will terminate on May 9, 2023 (the "Term"). Employee agrees to remain in the exclusive employ of the City during the Term and, except as provided in Section 1.1(f) of this Agreement until said termination date.

2.2. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Mayor to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3.1 of this Agreement.

2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provision set forth in Section 3.2 of this Agreement.

## **SECTION 3: TERMINATION AND SEVERANCE PAY**

3.1 Employee's employment with the City may be terminated by the Mayor at any time (including prior to the expiration of the Term), as provided in 65 ILCS 5/3.1-35-10, in which case this Agreement shall automatically terminate, subject to the following:

(a) In the event of a breach of any of the terms or conditions hereof by Employee, employee's employment and this Agreement may be terminated for cause. For purposes of this Agreement, "cause" is further defined as (i) a conviction by any court of competent jurisdiction of a felony, or a Class A or B misdemeanor, (ii) a violation of state statutes or City ordinances, relating to the duties of the City Administrator, or (iii) Employee's failure to follow the official lawful directions of the Mayor, or (iv) Employee's failure to follow policies as established by the Mayor or Council. If Employee is discharged for cause, Employee shall only receive as compensation the monetary equivalent to Employee's accrued vacation, sick, and personal time and accrued salary to date of termination. Employee shall not be entitled to any Severance Payment (as defined below) if terminated for cause; or

(b) The City may terminate Employee's employment and this Agreement without cause during the Term, in which case Employee shall receive, in lieu of any and all other forms or claims for compensation or remuneration, a total severance payment (the "Severance Payment") equal to the monetary equivalent of twenty (20) weeks base salary plus benefits, in addition to any unpaid accrued salary, vacation, personal and sick days.

3.2 If Employee voluntarily resigns, Employee shall only receive compensation for the monetary equivalent of Employee's unpaid accrued base salary to the effective date of resignation, together with accrued but unused vacation, and sick days, as governed by the appropriate sections of the Employee Manual as are in effect at date of resignation. In the event Employee voluntarily resigns Employee's position with the City before expiration of the Term, then Employee shall give the City sixty (60) days notice in advance if Employee has taken a position as a City Administrator in another



community, otherwise Employee shall give the City thirty (30) days notice in advance, unless the parties otherwise agree. Notwithstanding the foregoing notices, the City may, at its election, continue to employ Employee during the applicable notice period or request that Employee leave the City's employment immediately or at any time during the applicable notice period. In the event the City elects to terminate Employee's employment immediately, Employee's salary, vacation, personal and sick days will continue to accrue until the end of the applicable notice period. Unless otherwise agreed upon by the parties, Employee shall not be entitled to any Severance Payment if Employee resigns.

3.3 If this Agreement is not renewed by the City upon expiration of the Term, provided (i) Employee was not terminated with or without cause during the Term, (ii) Employee did not resign during the Term, or (iii) Employee is not employed by or offered employment by the City in a position having responsibilities and compensation substantially similar to those of the City Administrator position upon such expiration, Employee shall receive the Severance Payment, in addition to any unpaid accrued salary, vacation, personal and sick days.

3.4 Any Severance Payment payable to Employee shall be paid bi-weekly in equal payments (or as otherwise consistent with the City's payment practices for other City employees), less all deductions and/or deductions required by law.

#### **SECTION 4: COMPENSATION**

4.1 The City agrees to pay Employee an annual base salary of \$178,769 from May 29, 2021 through April 30, 2022, and \$183,239 from May 1, 2022 through May 9, 2023 payable biweekly in equal payments (or as otherwise consistent with the City's payment practices for other City employees), less all deductions and/or deductions required by law. In the event that all non-union employees in the City take wage reductions or furloughs during this agreement term, the employee agrees to accept an equal wage reduction or furlough as all other City department heads are given.

4.2 Employee shall participate in the Illinois Municipal Retirement fund.

#### **SECTION 5. VACATION, SICK LEAVE AND HOLIDAYS**

5.1 Employee shall accrue, and have credited to his personal account, six (6) weeks vacation leave annually between May 29, 2021 through May 9, 2023. Employee shall be entitled to roll over a maximum of forty (40) hours of vacation per year. Employee shall be allowed to cash out a maximum of forty (40) hours of vacation time per fiscal year, subject to funds available in the City budget, and approval from the Mayor. Employee shall be entitled to payment for all unpaid accrued vacation leave upon his leaving employment with the City.

5.2 Employee shall be entitled to holidays and any personal days off the same as exempt City employees, in general.

5.3 All of the provisions of the Vacation and Sick leave policy within the Employee Manual, with respect to the accrual and use of sick leave shall apply to the Employee.

#### **SECTION 6. HEALTH AND LIFE INSURANCE**

The City agrees to put into force and to make required premium payments to provide Employee with a life insurance policy in the amount of \$50,000.00, and the same standard sickness benefits,

health and all other benefits as provided to other City Department heads.

## **SECTION 7: DUES AND SUBSCRIPTIONS**

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in the International City/County Management Association (ICMA), the Illinois City/County Management Association (ILCMA) and Metro Managers, necessary and desirable for his continued professional participation growth, and advancement, and for the good of the Employer.

## **SECTION 8. PROFESSIONAL DEVELOPMENT**

The City hereby agrees to pay for reasonable, budgeted travel and subsistence expenses of Employee for a reasonable number of professional and office travel, meetings, and occasions adequate to continue the professional development of Employee and necessary official functions for the City, including, but not limited to, the ICMA Annual conference, the ILCMA Conference, and such other national, regional, state and local governmental groups and committees thereof which Employee serves as a member. Attendance at any conferences, seminars and committees requiring overnight stay other than the ICMA Annual conference and the ILCMA Conference, shall be subject to prior Council approval.

## **SECTION 9. AUTOMOBILE**

Employee shall receive the same mileage allowance for travel as prescribed in the City's employee handbook.

## **SECTION 10. TECHNOLOGY EQUIPMENT**

The Employee shall be responsible for procuring his own cell phone and cellphone plan.

## **SECTION 11. GENERAL EXPENSES**

The City recognizes that certain expense of a non-personal and generally job affiliated nature are incurred by Employee, and hereby agrees to reimburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits and approval by the Council, provided that such expenses have been budgeted.

## **SECTION 12. PERFORMANCE EVALUATION**

13.1 Annually, the Mayor and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives, said goals and objectives to be reduced to writing. The Mayor shall review and evaluate Employee's performance of his responsibilities and duties as City Administrator in April of each year of the Term, and shall seek Council advice on the Employee's performance. The Mayor shall provide the Employee with a summary written statement of the findings of the review and provide an adequate opportunity for the Employee to discuss his evaluation with the Mayor and Council. Following Employee's performance evaluation, Employee may receive a compensation merit increase at the sole discretion of the Mayor.

13.2 In affecting the provisions of this Section, the Mayor, Council and Employee mutually agree to abide by the provisions of applicable law.

### **SECTION 13. NO REDUCTION OF BENEFITS**

The City shall not at any time during the Term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to degree of such a reduction across-the-board for all employees of the City.

### **SECTION 14. RESIDENCY**

The City agrees not to require the Employee to have residence in the City of Yorkville, Illinois.

### **SECTION 15. INDEMNIFICATION**

The Employee shall be indemnified to the maximum required under State and local law.

### **SECTION 16. BONDING**

The City shall bear the full cost of any fidelity or other bonds, if any, required of the Employee under any law or ordinance.

### **SECTION 17. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

18.1 The Mayor, in consultation with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the United City of Yorkville, Illinois ordinances or any other law.

18.2 All provisions of the United City of Yorkville, Illinois ordinances and Code, and regulations and rules of the City relating to the vacation, sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

### **SECTION 18. NOTICES**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO THE CITY:

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

TO EMPLOYEE:

Bart Olson  
3715 Sterling Road

Downers Grove, IL 60515

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

## **SECTION 20. GENERAL PROVISIONS**

20.1 The text herein shall constitute the entire Agreement between the parties.

20.2 This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

20.3 If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

20.4 All amendments or modifications of this Agreement must be in writing and must be signed by each party hereto.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

UNITED CITY OF YORKVILLE

EMPLOYEE

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Bart Olson

Attest:

\_\_\_\_\_  
City Clerk

C/53946.1

## **EMPLOYMENT AGREEMENT**

This agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, ~~2021~~2020 (the "Effective Date"), by and between the United City of Yorkville, Illinois, a non-home rule municipal corporation (the "City"), and Bart Olson of Downers Grove, Illinois (the "Employee").

### **WITNESSETH:**

WHEREAS, the Mayor of the City, with the advice and consent of the City Council, has determined to employ the services of Employee in the position of "City Administrator";

WHEREAS, it is the desire of the Mayor and City Council (the "Council") to provide certain benefits to establish certain conditions of employment, and to set the working conditions of Employee; and

WHEREAS, Employee desires to accept employment as City Administrator of the City under the terms presented herein;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

### **SECTION 1: EMPLOYMENT AND DUTIES**

1.1 The City agrees to employ and Employee agrees to be employed, on a full-time basis, and devote such additional time and service as necessary to perform all professional services and undertake the responsibilities and duties of City Administrator to fully administer the operation of the City and undertake those other duties and responsibilities as are set forth in City Code, Section 1-6D and as the Mayor and/or Council may, from time to time, require. Employee's duties and responsibilities shall include, but not be limited to:

(a) Be responsible to respond to and advise the Mayor and aldermen on issues affecting any and all aspects of the City to the best of his ability and competence;

(b) Advise and consult with City officers and officials;

(c) Advise and consult with the Mayor regarding hiring, assignment, and promotion of employees and; upon approval of the Mayor, terminate, furlough or lay-off employees in departments that report to the City Administrator.

(d) Attend all regular and special meetings of the Council, and any Council committee, and sub-committee and boards and commission meetings and hearings as assigned; and attend specific other meetings and hearings at the request of either the Mayor or Council;

(e) Keep the Mayor and Council apprised of the status of major projects and activities; subject to applicable State and City laws concerning appropriations, public notices and competitive bidding, Employee shall have the authority to execute on behalf of the City any contracts for goods, materials, services, constructions or improvements authorized by the Council;

(f) During Employee's employment with the City, the Employee will not directly or indirectly become affiliated, employed or in any way enter into a contractual relationship for compensated services of any type or character, other than teaching or consulting, without the approval of the Council.

## SECTION 2: TERM

2.1 The term of this Agreement shall commence upon the execution of the Agreement by both parties and will terminate on ~~May 9, 2023~~~~May 28, 2021~~ (the "Term"). Employee agrees to remain in the exclusive employ of the City during the Term and, except as provided in Section 1.1(f) of this Agreement until said termination date.

Commented [B01]: Date of first Council meeting in May 2023.

2.2. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Mayor to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3.1 of this Agreement.

2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provision set forth in Section 3.2 of this Agreement.

## SECTION 3: TERMINATION AND SEVERANCE PAY

3.1 Employee's employment with the City may be terminated by the Mayor at any time (including prior to the expiration of the Term), as provided in 65 ILCS 5/3.1-35-10, in which case this Agreement shall automatically terminate, subject to the following:

(a) In the event of a breach of any of the terms or conditions hereof by Employee, employee's employment and this Agreement may be terminated for cause. For purposes of this Agreement, "cause" is further defined as (i) a conviction by any court of competent jurisdiction of a felony, or a Class A or B misdemeanor, (ii) a violation of state statutes or City ordinances, relating to the duties of the City Administrator, or (iii) Employee's failure to follow the official lawful directions of the Mayor, or (iv) Employee's failure to follow policies as established by the Mayor or Council. If Employee is discharged for cause, Employee shall only receive as compensation the monetary equivalent to Employee's accrued vacation, sick, and personal time and accrued salary to date of termination. Employee shall not be entitled to any Severance Payment (as defined below) if terminated for cause; or

(b) The City may terminate Employee's employment and this Agreement without cause during the Term, in which case Employee shall receive, in lieu of any and all other forms or claims for compensation or remuneration, a total severance payment (the "Severance Payment") equal to the monetary equivalent of twenty (20) weeks base salary plus benefits, in addition to any unpaid accrued salary, vacation, personal and sick days.

3.2 If Employee voluntarily resigns, Employee shall only receive compensation for the monetary equivalent of Employee's unpaid accrued base salary to the effective date of resignation, together with accrued but unused vacation, and sick days, as governed by the appropriate sections of the Employee Manual as are in effect at date of resignation. In the event Employee voluntarily resigns Employee's position with the City before expiration of the Term, then Employee shall give the City sixty (60) days notice in advance if Employee has taken a position as a City Administrator in another

community, otherwise Employee shall give the City thirty (30) days notice in advance, unless the parties otherwise agree. Notwithstanding the foregoing notices, the City may, at its election, continue to employ Employee during the applicable notice period or request that Employee leave the City's employment immediately or at any time during the applicable notice period. In the event the City elects to terminate Employee's employment immediately, Employee's salary, vacation, personal and sick days will continue to accrue until the end of the applicable notice period. Unless otherwise agreed upon by the parties, Employee shall not be entitled to any Severance Payment if Employee resigns.

3.3 If this Agreement is not renewed by the City upon expiration of the Term, provided (i) Employee was not terminated with or without cause during the Term, (ii) Employee did not resign during the Term, or (iii) Employee is not employed by or offered employment by the City in a position having responsibilities and compensation substantially similar to those of the City Administrator position upon such expiration, Employee shall receive the Severance Payment, in addition to any unpaid accrued salary, vacation, personal and sick days.

3.4 Any Severance Payment payable to Employee shall be paid bi-weekly in equal payments (or as otherwise consistent with the City's payment practices for other City employees), less all deductions and/or deductions required by law.

#### SECTION 4: COMPENSATION

4.1 The City agrees to pay Employee an annual base salary of ~~\$178,769~~ \$174,836 from ~~May 29, 2021~~ May 30, 2020 through ~~April 30, 2022~~ and \$183,239 from May 1, 2022 through May 9, 2023 ~~May 28, 2021~~ payable biweekly in equal payments (or as otherwise consistent with the City's payment practices for other City employees), less all deductions and/or deductions required by law. In the event that all non-union employees in the City take wage reductions or furloughs during this agreement term, the employee agrees to accept an equal wage reduction or furlough as all other City department heads are given.

Commented [B02]: 2.25% in FY 22, and 2.5% in FY 23, matching union contracts

4.2 Employee shall participate in the Illinois Municipal Retirement fund.

#### SECTION 5. VACATION, SICK LEAVE AND HOLIDAYS

5.1 Employee shall accrue, and have credited to his personal account, six (6) weeks vacation leave annually between ~~May 29, 2021~~ May 30, 2020 through ~~May 9, 2023~~ May 28, 2021. Employee shall be entitled to roll over a maximum of forty (40) hours of vacation per year. Employee shall be allowed to cash out a maximum of forty (40) hours of vacation time per fiscal year, subject to funds available in the City budget, and approval from the Mayor. Employee shall be entitled to payment for all unpaid accrued vacation leave upon his leaving employment with the City.

5.2 Employee shall be entitled to holidays and any personal days off the same as exempt City employees, in general.

5.3 All of the provisions of the Vacation and Sick leave policy within the Employee Manual, with respect to the accrual and use of sick leave shall apply to the Employee.

#### SECTION 6. HEALTH AND LIFE INSURANCE

The City agrees to put into force and to make required premium payments to provide Employee

with a life insurance policy in the amount of \$50,000.00, and the same standard sickness benefits, health and all other benefits as provided to other City Department heads.

#### **SECTION 7: DUES AND SUBSCRIPTIONS**

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in the International City/County Management Association (ICMA), the Illinois City/County Management Association (ILCMA) and Metro Managers, necessary and desirable for his continued professional participation growth, and advancement, and for the good of the Employer.

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The City hereby agrees to pay for reasonable, budgeted travel and subsistence expenses of Employee for a reasonable number of professional and office travel, meetings, and occasions adequate to continue the professional development of Employee and necessary official functions for the City, including, but not limited to, the ICMA Annual conference, the ILCMA Conference, and such other national, regional, state and local governmental groups and committees thereof which Employee serves as a member. Attendance at any conferences, seminars and committees requiring overnight stay other than the ICMA Annual conference and the ILCMA Conference, shall be subject to prior Council approval.

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Employee shall receive the same mileage allowance for travel as prescribed in the City's employee handbook.

#### **SECTION 10. TECHNOLOGY EQUIPMENT**

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The City recognizes that certain expense of a non-personal and generally job affiliated nature are incurred by Employee, and hereby agrees to reimburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits and approval by the Council, provided that such expenses have been budgeted.

#### **SECTION 12. PERFORMANCE EVALUATION**

13.1 Annually, the Mayor and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives, said goals and objectives to be reduced to writing. The Mayor shall review and evaluate Employee's performance of his responsibilities and duties as City Administrator in April of each year of the Term, and shall seek Council advice on the Employee's performance. The Mayor shall provide the Employee with a summary written statement of the findings of the review and provide an adequate opportunity for the Employee to discuss his evaluation with the Mayor and Council. Following Employee's performance evaluation, Employee may receive a compensation merit increase at the sole discretion of the Mayor.



13.2 In affecting the provisions of this Section, the Mayor, Council and Employee mutually agree to abide by the provisions of applicable law.

#### **SECTION 13. NO REDUCTION OF BENEFITS**

The City shall not at any time during the Term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to degree of such a reduction across-the-board for all employees of the City.

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18.1 The Mayor, in consultation with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the United City of Yorkville, Illinois ordinances or any other law.

18.2 All provisions of the United City of Yorkville, Illinois ordinances and Code, and regulations and rules of the City relating to the vacation, sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

#### **SECTION 18. NOTICES**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO THE CITY:

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

TO EMPLOYEE:

Bart Olson

3715 Sterling Road  
Downers Grove, IL 60515

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

#### **SECTION 20. GENERAL PROVISIONS**

20.1 The text herein shall constitute the entire Agreement between the parties.

20.2 This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

20.3 If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

20.4 All amendments or modifications of this Agreement must be in writing and must be signed by each party hereto.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

UNITED CITY OF YORKVILLE

EMPLOYEE

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Bart Olson

Attest:

\_\_\_\_\_  
City Clerk

C/53946.1



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input 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 2021-37

### Agenda Item Summary Memo

**Title:** Elizabeth St. Water Main Easement

**Meeting and Date:** City Council – May 25, 2021

**Synopsis:** Proposed easement agreement with homeowner on Elizabeth St.

### Council Action Previously Taken:

Date of Action: PW 05-18-21 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2021-37

**Type of Vote Required:** Positive

**Council Action Requested:** Approval

**Submitted by:** Eric Dhuse  
Name

Public Works  
Department

### Agenda Item Notes:

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# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, Administrator  
Date: April 12, 2021  
Subject: Elizabeth St. Easement

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## **Summary**

The city needs an easement on the west end of the Elizabeth St. water main replacement project. The owners would like in kind replacement of current landscaping and hardscaping along with certain considerations instead of a cash payment. The proposal is outlined below.

## **Background**

When the water main was installed on Elizabeth St. in the early 1960's, there was no easement granted on the westerly end of the subdivision where the water main runs between two lot lines to the far west end of the subdivision. In order to install new water main, we will need an easement from the current owners, Dave and Mechelle Kruse. I worked with the Kruse's last year to start this process until the project was shelved due to the pandemic. Now that the project is moving forward again, we need to complete this process to secure an easement.

Typically, the city offers up to \$2.00/sf for easements. In this case, the area of the easement is proposed at 5772 sf or the equivalent of \$11,544. In lieu of cash payment, the Kruse's would like the following considerations for the easement:

- Replacement of 10 large burning bushes near driveway
- Replacement of 40 large burning bushes along southern property line
- Replacement of 6 French hybrid lilacs or 6 LA Dreamin Hydrangea bushes (whichever is available)
- Any plants that are moved or damaged on the west property line will be replaced in kind.
- 10 car washes
- Replacement mailbox
- Replacement Flagpole
- Entire driveway resealed after pavement patching to create the same look that is there now.
- 10 Yards of Mulch for homeowner to match new mulch in existing beds

The estimated cost for these considerations is between \$10,000-\$12,000 which is right in line with what the easement would cost us in cash.

The project removes, alters, damages, or destroys all the items that were asked for in the above considerations with the exception of the extra mulch. The owners are not asking for anything additional than what is already there.

**Recommendation**

I recommend that we approve the considerations in exchange for the easement as described in Attachment A.

I also recommend that we obtain quotes from landscape companies to perform this work separately from the water main replacement contract. This is a much more involved job than the rest of the project and should be performed by a professional landscaping company.

I would ask that this be placed on the May 18<sup>th</sup>, 2021 public works committee meeting for discussion and direction.

**ELIZABETH STREET  
WATER MAIN  
EASEMENT AGREEMENT**

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF KENDALL        )

*Above Space for Recorder=s Use Only*

This Easement Agreement (the “*Agreement*”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the United City of Yorkville, Kendall County, Illinois (the “*City*”) and David S. Kruse and Mechelle Kruse (collectively, the “*Grantor*”).

**RECITALS:**

A. The Grantor is the owner of the property commonly known as 225 Elizabeth Street, Yorkville, Illinois (the “*Subject Property*”).

B. The City owns a water main which is located along the southern boundary of the Subject Property which was installed in the early 1960’s; however, an easement for this water main was never conveyed to the City.

C. The City has determined that the water main located on the Subject Property must be replaced and has requested the Grantor to grant an easement to the City on the Subject Property as depicted on the Grant of Easement dated March 12, 2020, prepared by Engineering Enterprises, Inc, attached hereto and made a part hereof (the “*Plat of Easement*”).

D. The Grantor is prepared to convey the easement to the City as requested pursuant to the terms and conditions as hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the good and valuable consideration hereinafter set forth and the mutual and the mutual covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, the Grantor and the City agree as follows:

1. Grantor hereby gives, grants, bargains, sells and conveys to the City the perpetual, non-exclusive and irrevocable easement (the “*Easement*”) as legally described and depicted on the Plat of Easement to design, construct, install, reconstruct, maintain,

repair, remove, replace, inspect the water main now located within the Easement including the right of access across the Subject Property to perform any of the work.

2. The City agrees to provide the Grantor the following materials and services as consideration for the grant of the Easement upon completion of the installation of the water main at the Subject Property, when and as permitted by weather conditions:
  - Replacement of the existing ten (10) large burning bushes near driveway on the Subject Property;
  - Replacement of the existing forty (40) large burning bushes along southern property line of the Subject Property;
  - Planting of six (6) French hybrid lilacs or six (6) L.A. Dreamin Hydrangea bushes (whichever is available) to be placed on the Subject Property as directed by the Grantor;
  - Any plants that are moved or damaged on the west property line of the Subject Property will be replaced in kind;
  - 10 car washes;
  - Replacement of the mailbox serving the Subject Property;
  - Replacement of the Flagpole on the Subject Property; and,
  - Entire driveway resealed after pavement patching to create the same look that is there now.
  - Ten (10)yards of mulch, color to match existing mulch.
3. Grantor shall not construct or permit the construction of any structure or construction in the Easement including but not limited to, any building, masonry, wall, or curb that would in any manner interfere with the use of the Easement by the City.
4. City shall have the right to cut, trim or remove any trees, shrubs or other plants located within the Easement to the extent any of the foregoing unreasonably interferes with the use of the Easement.
5. The cost and expense of maintaining, altering, constructing, repairing, improving the Easement shall be paid solely by the City.
6. This Agreement and the Easement, rights and obligations, as set forth herein, shall run with the land and shall be binding upon and shall inure to the benefits of the parties, all of the record titleholders of the land their respective heirs, representatives, successors and assigns.
7. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.
8. Any modification of this Agreement shall be binding only if evidenced by a writing signed by each party hereto.

9. No provision of this Agreement may be waived except by a waiver signed by the party against whom the waiver is asserted.
10. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the other provisions of this Agreement, which shall be enforced to the full extent allowed by law.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.
12. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute but one document.



**IN WITNESS WHEREOF**, the City and Grantor have caused this Grant of Easement to be executed by their duly authorized officers effective the date and year hereinabove stated.

UNITED CITY OF YORKVILLE:

\_\_\_\_\_  
Mayor

*Attest:*

\_\_\_\_\_  
City Clerk

STATE OF ILLINOIS            )  
  ) SS  
County of Kendall            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that: John Purcell, personally known to me to be the Mayor of the United City of Yorkville, and, Beth Warren, personally known to me to be the City Clerk of said City, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
David S. Kruse Title: \_\_\_\_\_

\_\_\_\_\_  
Mechelle Kruse Title: \_\_\_\_\_

STATE OF ILLINOIS       )  
  ) SS  
County of \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby  
certify that \_\_\_\_\_ personally known to me to be the same  
persons whose name is subscribed to the foregoing instrument as \_\_\_\_\_ the Grantor,  
appeared before me this day in person and, being duly sworn, acknowledged that \_\_\_\_\_ signed,  
sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes  
therein set forth, and that \_\_\_\_\_ was duly authorized to execute the said instrument.

Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

*This document prepared by:*

Kathleen Field Orr  
City Attorney  
2024 Hickory Road  
Suite 205  
Homewood, Illinois 60430

CITY WATER MAIN EASEMENT PROVISIONS

THE UNITED CITY OF YORKVILLE, IT'S SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "CITY WATER MAIN EASEMENT" SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER MAIN SYSTEMS OF THE UNITED CITY OF YORKVILLE, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES. EXCEPT THAT THE EASEMENTS MAY BE GRADED AS SWALES TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT BUILDING, STRUCTURES OR TREES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, DRIVES, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF ITS EASEMENT RIGHTS GRANTED HEREIN, THE CITY SHALL RESTORE THE SURFACE OF THE PROPERTY TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO THE WORK, EXCEPT THAT ANY TREE REQUIRING REMOVAL WILL BE REPLACED WITH A 3-1/2" MINIMUM CALIPER TREE OF LIKE SPECIES.

CITY WATER MAIN EASEMENT LEGAL DESCRIPTION

PART OF LOT 20 IN HUGHES SUBDIVISION OF LOT 1 OF OWNERS PLAT OF PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 12 IN SAID HUGHES SUBDIVISION; THENCE NORTH 02 DEGREES 21 MINUTES 39 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 20, A DISTANCE OF 30.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 45 MINUTES 31 SECONDS WEST, 289.26 FEET TO THE WEST LINE OF SAID LOT 20; THENCE NORTH 01 DEGREE 32 MINUTES 38 SECONDS EAST, ALONG SAID WEST LINE, 20.04 FEET; THENCE NORTH 87 DEGREES 45 MINUTES 31 SECONDS EAST, 287.89 FEET TO THE EAST LINE OF SAID LOT 20; THENCE SOUTH 02 DEGREES 21 MINUTES 39 SECONDS EAST, ALONG SAID EAST LINE, 20.00 FEET TO THE POINT OF BEGINNING.

GRANT OF EASEMENT  
TO THE  
UNITED CITY OF YORKVILLE  
KENDALL COUNTY, ILLINOIS

PART OF LOT 20 IN HUGHES SUBDIVISION OF LOT 1 OF OWNERS  
PLAT OF PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP  
37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN  
(RECORDED MARCH 12, 1954 AS DOC. NO. 108119)  
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

STATE OF ILLINOIS) )S.S.  
COUNTY OF KENDALL)  
APPROVED AND ACCEPTED BY THE UNITED CITY OF YORKVILLE, ILLINOIS,  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

BY: \_\_\_\_\_ MAYOR  
ATTEST: \_\_\_\_\_ CITY CLERK

STATE OF ILLINOIS) )S.S.  
COUNTY OF KENDALL)  
I, \_\_\_\_\_, CITY ENGINEER FOR THE UNITED  
CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED.

DATED AT YORKVILLE, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
\_\_\_\_\_  
CITY ENGINEER

STATE OF ILLINOIS) )SS  
COUNTY OF KENDALL)  
THIS IS TO CERTIFY THAT DAVID S. AND MECHELLE M. KRUSE, ARE THE FEE SIMPLE OWNERS OF THE PROPERTY  
DESCRIBED HEREON, AND DOES HEREBY CONSENT TO THE EASEMENT DEPICTED HEREON AND THE EASEMENT  
PROVISIONS WHICH ARE STATED HEREON.

DATED AT \_\_\_\_\_, \_\_\_\_\_, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
BY: \_\_\_\_\_ DAVID S. KRUSE \_\_\_\_\_ MECHELLE M. KRUSE

STATE OF ILLINOIS) )SS  
COUNTY OF KENDALL)  
I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO  
HEREBY CERTIFY THAT DAVID S. AND MECHELLE M. KRUSE, PERSONALLY KNOWN TO ME TO BE THE SAME  
PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN  
PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE FOREGOING INSTRUMENT AS THEIR OWN  
FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

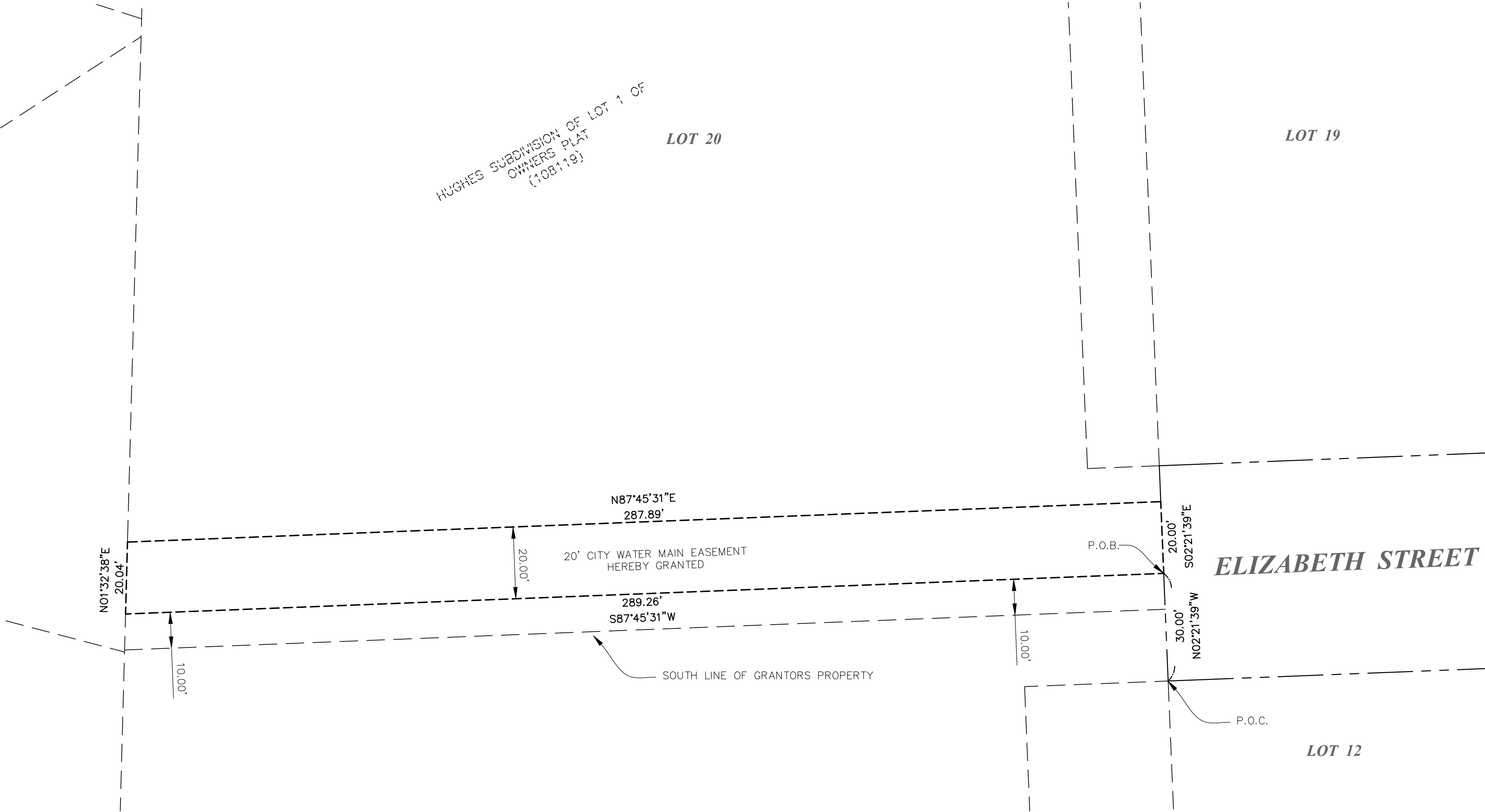
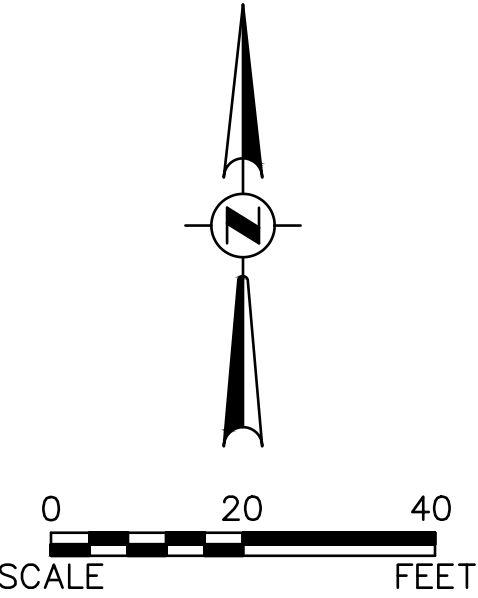
\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

STATE OF ILLINOIS) )SS  
COUNTY OF KANE)  
THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED  
THE ABOVE DESCRIBED PARCEL AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF GRANTING  
EASEMENTS FOR THE PURPOSES STATED HEREON, AND THAT THIS GRANT OF EASEMENT ACCURATELY DEPICTS  
SAID PROPERTY.

GIVEN UNDER MY HAND AND SEAL THIS 12th DAY OF MARCH, 2020.

BY: \_\_\_\_\_  
MARK G. SCHELLER  
PROFESSIONAL LAND SURVEYOR #35581  
(EXPIRES 11-30-20)

ENGINEERING ENTERPRISES, INC.  
PROFESSIONAL DESIGN FIRM #184-002003  
(EXPIRES 04/30/21)



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

GRANT OF EASEMENT

DATE:	MARCH 12, 2020
PROJECT NO.	Y01913
FILE NO	Y01913-EASE
PAGE 1 OF 1	



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

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2021-38

### Agenda Item Summary Memo

**Title:** Beaver Street Pump Station Improvements

**Meeting and Date:** City Council – May 25, 2021

**Synopsis:** Beaver Street Pump Station Improvements – Recommendation to Award

#### Council Action Previously Taken:

Date of Action: PW 5/18/21 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2021-38

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Contract Award

**Submitted by:** Brad Sanderson

Name

Engineering

Department

#### Agenda Item Notes:

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*Have a question or comment about this agenda item?*

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# 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: April 16, 2021  
Subject: Beaver Street Pump Station Improvements

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Bids were received, opened and tabulated for work to be done on the Beaver Street Pump Station Improvements at 10:00 a.m., April 16, 2021. Representatives of contractor bidding the project, the City, and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record. The low bid was below our engineer's estimate and within the FY2022 budget.

This project was advertised and bid in accordance with the City's standards. However, due to the specialized scope of this project only one contractor submitted a bid. While it is unfortunate that there was only one bidder, EEI and the Village have a very positive history of working with the bidder, Frank Marshall Electric Midwest, LLC (FME). EEI has worked with FME on multiple projects, and every project was completed on time and under budget. We recommend the acceptance of the bid and approval of award be made to the low bidder, Frank Marshall Electric Midwest, LLC, 1043 Oliver Avenue, Aurora, IL 60506, in the amount of **\$272,244.00**.

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

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AUTHORIZING ACCEPTANCE OF A BID FROM FRANK MARSHALL ELECTRIC MIDWEST, LLC, AURORA, ILLINOIS FOR THE BEAVER STREET PUMP STATION IMPROVEMENTS IN THE AMOUNT NOT TO EXCEED \$272,244.00.**

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

**WHEREAS**, the City solicited bids for work to be done on the Beaver Street Pump Station Improvements in accordance with the competitive purchasing process as required by City Code and the Illinois Procurement Code (30 ILCS 500 *et seq.*); and

**WHEREAS**, based upon a review of the bids and a determination as to the qualifications of the bidders, it is recommended that the Base Bid in the amount of \$272,244.00 from Frank Marshall Electric Midwest, LLC, Aurora, Illinois, be accepted to perform the work for the Beaver Street Pump Station Improvements for the City.

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

*Section 1.* That the bid submitted by Frank Marshall Electric Midwest, LLC, Aurora, Illinois, is hereby accepted in an amount not to exceed \$272,244.00; and, the Mayor and City Clerk are hereby authorized and directed on behalf of the United City of Yorkville to execute a contract containing the terms of the request for bid submitted by Frank Marshall Electric Midwest, LLC, Aurora, Illinois, and to undertake any and all actions as may be required to implement the terms of the contract.

*Section 2.* That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

JACKIE MILSCHEWSKI \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

MATT MAREK \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

JASON PETERSON \_\_\_\_\_

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
CITY CLERK

BID TABULATION  
BEAVER STREET PUMP STATION IMPROVEMENTS  
UNITED CITY OF YORKVILLE

		BID TABULATION BIDS RECD 4/16/2021		FRANK MARSHALL ELECTRIC 1043 Oliver Avenue Aurora, IL 60506		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION, INCLUDING PERFORMANCE AND PAYMENT BONDS	LSUM	1.0	\$ 8,173.00	\$ 8,173.00	\$ 5,000.00	\$ 5,000.00
2	FURNISH AND INSTALL A NEW DIESEL GENERATOR WITH SOUND ATTENUATED ENCLOSURE, SUBBASE FUEL TANK AND AUTOMATIC TRANSFER SWITCH, INCLUDING BUT NOT LIMITED TO, ELECTRICAL, CONTROLS, PROGRAMMING, STARTUP/TESTING, GENERATOR FOUNDATION, EXCAVATION, BACKFILL, SITE RESTORATION, AND APPURTENANCES IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS	LSUM	1.0	\$ 95,282.00	\$ 95,282.00	\$ 94,625.00	\$ 94,625.00
3	FURNISH AND INSTALL NEW VARIABLE FREQUENCY DRIVES, INCLUDING BUT NOT LIMITED TO, REMOVAL AND DISPOSAL OF EXISTING PUMP STARTER AND CONTROLS, ELECTRICAL AND CONTROL IMPROVEMENTS, STARTUP/TESTING, PROGRAMMING AND APPURTENANCES IN ACCORDANCE WITH SPECIFICATIONS AND DRAWINGS	LSUM	1.0	\$ 48,748.00	\$ 48,748.00	\$ 47,500.00	\$ 47,500.00
4	FURNISH AND INSTALL A NEW FLOWMETER, INCLUDING BUT NOT LIMITED TO, ELECTRICAL, CONTROLS, PROGRAMMING, STARTUP/TESTING, AND APPURTENANCES IN ACCORDANCE WITH SPECIFICATIONS AND DRAWINGS	LSUM	1.0	\$ 6,970.00	\$ 6,970.00	\$ 6,750.00	\$ 6,750.00
5	FURNISH AND INSTALL A NEW SCADA PANEL, INCLUDING BUT NOT LIMITED TO, REMOVAL AND DISPOSAL OF EXISTING SCADA PANEL AND CONTROLS, ELECTRICAL AND CONTROL IMPROVEMENTS, PROGRAMMING, STARTUP/TESTING, AND APPURTENANCES IN ACCORDANCE WITH SPECIFICATIONS AND DRAWINGS	LSUM	1.0	\$ 31,279.00	\$ 31,279.00	\$ 10,300.00	\$ 10,300.00
6	FURNISH AND INSTALL A NEW ELECTRICAL ENCLOSURE, INCLUDING BUT NOT LIMITED TO, REMOVAL AND DISPOSAL OF EXISTING ELECTRICAL GEAR AND APPURTENANCES, MODIFICATIONS TO THE ELECTRICAL SERVICE, ELECTRICAL, PROGRAMMING, CONTROLS, STARTUP/TESTING, COORDINATION WITH COMED, CONCRETE FOUNDATION, EXCAVATION, BACKFILL, SITE RESTORATION, AND APPURTENANCES IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS	LSUM	1.0	\$ 71,792.00	\$ 71,792.00	\$ 148,556.25	\$ 148,556.25
7	ITEMS ORDERED BY THE ENGINEER	LSUM	1.0	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
	TOTAL BID				272,244.00		322,731.25

% BELOW/ABOVE ENGINEER'S ESTIMATE -15.64%





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<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 #3

Tracking Number

PW 2021-40

### Agenda Item Summary Memo

**Title:** Countryside Lift Station SCADA Upgrades

**Meeting and Date:** City Council – May 25, 2021

**Synopsis:** Upgrading all lift stations to a cloud based SCADA system that can be accessed remotely.

#### Council Action Previously Taken:

Date of Action: PW 5/18/21 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2021-40

**Type of Vote Required:** Supermajority (6 out of 9) – Due to sole source quote.

**Council Action Requested:** Approval

**Submitted by:** Eric Dhuse  
Name

Public Works  
Department

#### Agenda Item Notes:

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# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, Administrator  
Date: May 12, 2021  
Subject: Countryside Lift station SCADA upgrades

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## **Summary**

A proposed upgrade to Countryside lift station SCADA (supervisory control and data acquisition) controls that move us from land line phone-based messages to real time remote access to our lift stations and their controls.

## **Background**

Countryside lift station is the last lift station upgrade in our 3 year plan. Year one was the rehabilitation and upgrade to the Blackberry North lift station, last year were upgrades to Raintree, River's Edge, Bruell, Fox Hill, and Prestwick (Ashley Point). We saved countryside as a separate project because it is the biggest and most expensive upgrade that we will have that did not include any rehabilitation.

To refresh everyone's memory, the upgrade to a SCADA system from a dialer system will move the city from a reactionary system to a proactive one. Realtime monitoring capabilities will improve efficiency, cut down on call ins, and allow us much more peace of mind knowing that we will have all potential problems alerted to us before its too late.

In addition to real time monitoring, the cloud-based system will allow us to collect and store data that we have not been able to collect before. For instance, at this time, we can see how many hours each pump runs per day, but we don't know when. With the upgraded system, we will be able to track when each pump runs, when the peak times of day are at, and record any spikes in inflow due to rain events.

Separate from the cost of the upgrade, we will have a reoccurring charge of \$45/month per lift station for the cellular service. Those funds will come from the lift station services line item within the sanitary sewer operations fund. All other expenses will come from the SCADA system line item in the sanitary sewer operations budget. The approved budgeted amount in this line item is \$67,000. I have attached a quote from Metropolitan Pump Company in the amount of \$43,783 to complete the necessary work.

This project will be completed by Metropolitan Pump Company which is the manufacturer of all our lift stations. We have used Metropolitan Pump Co. for many years and have been very satisfied with their products and services. They are in Romeoville which makes it very convenient for parts and service.

Due to the fact that we are not competitively bidding this upgrade, this will need to be a super-majority vote since the cost of this upgrade is over \$25,000. The City Council approved both prior upgrades in the same fashion.

**Recommendation**

I recommend the super-majority approval of the quotation from Metropolitan Pump Company of Romeoville, IL in the amount of \$43,783 for the Control panel and SCADA system upgrade as outlined in the quotation. I would ask that this be placed on the May 18, 2021 Public Works Committee meeting for discussion and direction.

# METROPOLITAN



## PUMP COMPANY

A Division of METROPOLITAN INDUSTRIES, INC.

37 FORESTWOOD DRIVE • ROMEVILLE, IL • 60446-1343

(815) 886-9200 • FAX (815) 886-4573

www.metropolitanind.com

## QUOTATION

Page 1 of 1

TO: Mr. Tom Soelke  
City of Yorkville  
Cell: 630-886-2374  
Office: 630-553-4349  
[tsoelke@yorkville.il.us](mailto:tsoelke@yorkville.il.us)

PROJECT: Countryside Lift Station  
Yorkville, Illinois  
BIDS DUE: ASAP  
ENGINEER: N/A

We are pleased to provide a QUOTE on the following equipment for the subject project.

### Countryside Lift Station Control and Cloud Upgrade

- Qty (1) AB Micrologix 1400 w/4 volt. Inputs & 2 volt outputs, 120v
- Qty (1) Allen Bradley ML1400 Memory Module
- Qty (2) AB 4 Differential Inputs, Analog I/O Expansion Module
- Qty (3) AB 16 Output, Digital I/O Expansion Module
- Qty (1) Delta Network Switch Unmanaged and misc. components
- Qty (2) Ethernet Patch Cable, 3ft.
- Qty (1) Sierra wireless Airlink raven RV50 cellular gateway
- Qty (1) Antenna and Antenna Installation Kit
- Qty (1) 5 Port Ethernet Switch
- Qty (1) Vega Radar Transducer
- All items above shipped loose for interconnections wiring in the field.
- We are assuming Metropolitan can upload from existing PLC, and program will work with new PLC and existing screen.
- Installation of items mentioned above will be installed as required. Start Up and Training Included.
- Mechanical Floats and existing submersible transducer to remain.

Total Amount For The PLC and Misc. parts for Upgrades is:

**\$12,203.00**

Total price for Labor, all programming and Cloud Set Up is:

**\$31,580.00**

Total Amount for Equipment and Installation is:

**\$43,783.00**

(Taxes Not Included)

### \*\*\*Cloud SCADA / Cellular Services\*\*\*

Furnish necessary parts cellular modem, antenna, cable, cloud set up and misc. parts to incorporate the new Cloud Service

Total Monthly Verizon Cellular Service is (250 Tags / 5 minute polling)

**\$45.00 / Month**

Faster polling rates at an additional monthly charge is available upon request.

Note: Taxes, permits, fees are not included.

**TERMS: Net 30 days from date of invoice. All invoices are payable in full when due, with no retainage allowed.**

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATIONS IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted: \_\_\_\_\_

Quotation No: \_\_\_\_\_

KT40621MN

Firm: \_\_\_\_\_

Submitted: \_\_\_\_\_

5/12/2021

By: \_\_\_\_\_

Void after: \_\_\_\_\_

30 days

Title: \_\_\_\_\_

Prepared By: \_\_\_\_\_

Ken Turnquist

**STANDARD CONDITIONS OF SALE**  
(Domestic Shipments)

**1. TERMS**

Standard terms are net thirty days from date of invoice. Products are sold F.O.B. Factory unless otherwise stated. A 2% per month service charge is added to overdue accounts.

It is understood that the purchaser agrees to pay any and all costs incurred in collecting delinquent accounts, including by way of illustration but not limited to: reasonable attorney fees; costs of witnesses and expert witnesses, including travel from point of origin and return, subsistence and recompense for time lost from regular occupation; court costs, depositions, transcripts, etc.

Quotations are subject to acceptance within thirty days from the date, and in the interim, are subject to changes in price or other particulars upon notice.

All offers to purchase, quotations, and contracts of sales are subject to final acceptance by Metropolitan Pump (hereinafter called the Company) at its office at Romeoville IL; and shall be and constitute an Illinois Contract, subject to the laws of the State of Illinois.

**2. SALES AND SIMILAR TAXES**

Sales, use, occupational, excise, or other similar taxes are not included in the prices quoted and if this transaction is subjected to any such tax by any taxing authority whatever, the same must be added to the purchase price.

**3. DELIVERIES**

The Company shall be under no liability for failure to make deliveries where such failure to deliver may be due to fires, strikes, accidents, labor or transportation difficulties, car shortage, failure to obtain deliveries of materials, action of any State, Federal or local governments or other causes beyond its reasonable control.

**4. ESTIMATED SHIPPING WEIGHTS**

The Company will not be responsible for the accuracy of shipping weights submitted in quotations, as these weights are estimated weights, for use in computing probable freight charges.

**5. GUARANTEES**

**RATED OUTPUT**

The Company guarantees that the apparatus manufactured by it will deliver successfully its output as indicated on the nameplate, provided such apparatus is properly installed and maintained, correctly lubricated, operated under normal conditions and with competent supervision.

**REPLACEMENT OF DEFECTIVE MATERIAL**

Any parts which show faulty workmanship or material will be repaired or replaced without charge. F.O.B. Company's works, provided such defects develop under normal and proper use within three months after date of shipment and provided Purchaser shall give notice in writing to the Company and a chance to inspect such defects before repairing or altering the product in any way. The correction of such defects by repair or replacement by the Company shall constitute a fulfillment of its obligation to the Purchaser.

**NON-LIABILITY FOR LOSS OR DAMAGE**

The Company will not be responsible for or liable for any loss or damage resulting from improper storage or handling prior to placing the apparatus in service and will not assume any responsibility, expense or liability for repairs made outside its works without proper written consent of the company. The Company will not be responsible or liable for any damage or loss resulting from installation or operation in any manner not complying with installation or operating instructions or drawings or with the ratings marked thereon.

**CONTINGENT LIABILITY**

The Company will not be responsible or liable in any way for consequential damage or contingent liability resulting from nondelivery, late delivery, function, malfunction or nonfunction or any equipment sold hereunder or resulting from any service provided or from malfeasance or nonfeasance of any service provided hereunder.

**6. CHANGES**

In event the Purchaser finds it necessary to make changes in the work to be performed hereunder, he may do so only by written order. If such changes cause an increase or decrease in the amount due for apparatus sold hereunder, or in the time required for completion of resulting order, an equitable adjustment shall be made and the order shall be modified accordingly.

**7. TERMINATION**

In the event Purchaser, due to good and sufficient cause, desires to effect cancellation of sales or services sold hereunder, notice shall be given in writing to the Company.

The Company shall thereupon, as directed, cease work and deliver to the Purchaser all completed and partially completed articles and materials and work in process. The Purchaser shall pay the Company the following:

- (a) The price provided in the order for all articles or materials which have been completed prior to termination.
- (b) Actual expenditures made by the Company in connection with the incompleting portion of the order, including reasonable cancellation charges paid by the Company for which it may be liable on account of commitments made under the order.
- (c) Reasonable estimated profits on the incompleting portion of the order multiplied by the percentage of completion of the incompleting portion of the order.

**8. DEFERRED DELIVERIES**

Deferred deliveries are subject to Company's approval. Should the Purchaser for good and sufficient cause desire that we hold up or defer deliveries until some later day, same shall be acceptable on the following conditions only:

- (a) Deferment period is not to exceed sixty days, at the end of which time, if no release is given, Company reserves the right to render invoice and make shipment of the completed portion of order to destination specified in Purchaser's order, or to warehouse such apparatus at Purchaser's expense.
- (b) On the incompleting portion of the order, if release is not given by the Purchaser at the expiration of sixty days, the Company reserves the right to make a cancellation charge on the same conditions and terms of payment as outlined above under "Termination."

**9. PATENTS**

The Company certifies that to the best of its knowledge the apparatus sold hereunder does not infringe any Letters Patent granted to others by the United States of America or by any country foreign thereto. The Company does not assume any responsibility or liability for any claim of infringement brought against the Purchaser, its successors, assigns, customers or users of its product.

**10. PAYMENTS**

If, in the judgment of the Company, the financial condition of the Purchaser at any times does not justify continuance of the production or shipment on the terms of payment specified, the Company may require full or partial payment in advance.

Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from date when the Company is prepared to make shipment. If manufacture is delayed by the Purchaser, payment shall be made based on the contract price and the percentage of completion. Apparatus held for the Purchaser shall be at the risk and expense of the Purchaser.

**11. FEDERAL AND STATE LAWS**

The Company, to the best of its knowledge, is complying with The Fair Labor Standards Act, Public Contracts Act and all other applicable State and Federal Laws, and the orders and regulations issued thereunder.

**12. GENERAL**

There are no understandings, agreements or warranties, either verbal or written, relating to the apparatus sold hereunder that are not fully expressed herein and no change in the terms hereof may be made except by a writing signed by both parties.

No statement, recommendation or assistance made or offered by Company through its representatives to the Purchaser or his representatives in connection with the use of any product sold by us shall be or constitute a waiver by Company of any of the provisions hereof or change the purchaser's liability as herein defined.

Seller represents that with respect to the production of the articles and/or the performance of the services covered by this proposal, it has fully complied with Section 12 (a) of the Fair Labor Standards Act of 1938, as amended.



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

Agenda Item Number

Public Works Committee #4

Tracking Number

PW 2021-42

### Agenda Item Summary Memo

**Title:** 2021 Road to Better Roads Program

**Meeting and Date:** City Council – May 25, 2021

**Synopsis:** 2021 Roads to Better Roads – Additional Work

#### Council Action Previously Taken:

Date of Action: PW 5/18/21 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2021-42

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

**Submitted by:** Brad Sanderson

Name

Engineering

Department

#### Agenda Item Notes:

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



# Memorandum

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

Date: May 12, 2021  
Subject: 2021 Roads to Better Roads Program – Additional Work

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The purpose of this memo is to present a plan for additional work for the above referenced project.

## **Background:**

The United City of Yorkville and D Construction, Co. recently entered into an agreement for a contract value of **\$857,885.67** for the above referenced project.

Per the recently approved budget, the City has an additional \$465,000 +/- available to spend on its road program.

As directed, we obtained a quote from D Construction to perform the additional work. The quote is for \$464,717.65. The proposed additional work is summarized in the attached location map.

As a reminder, that due to the fact the existing contract between the City and D Construction utilizes MFT funds, we are unable to add additional streets via change order to the original contract.

## **Questions Presented:**

Should the City approve the additional street work and quote from D Construction?

## **Discussion:**

D Construction, Co. has held their prices from the originally bid RTBR project work. There were three new pay items that are necessary to construct the new work. The unit prices for the new items are reasonable.

## **Action Required:**

Consideration of approval for additional RTBR work with D Construction.



Yorkville 2021 Road Program

May 11, 2021

Re: Added Scope of Work

In reference to the above captioned project and our conversations, it is our pleasure to quote the following work.

Item	Description	Quantity	Unit	Unit Price	Amount
2	Bituminous Materials Tack Coat	22747	LB	\$0.01	\$227.47
3	HMA Surface Removal Butt Joint	297	SY	\$10.00	\$2,970.00
4	HMA Binder Course IL-9.5 N50	2181	TON	\$63.70	\$138,929.70
5	HMA Surface Cse Mix D IL-9.5 N50	2181	TON	\$63.70	\$138,929.70
6	PCC Sidewalk 5"	1265	SF	\$6.60	\$8,349.00
7	Detectable Warnings	90	SF	\$33.00	\$2,970.00
8	Sidewalk Removal	1505	SF	\$1.38	\$2,076.90
9	HMA Surface Removal 3"	1290	SY	\$2.65	\$3,418.50
10	HMA Surface Removal Var Depth	18176	SY	\$2.35	\$42,713.60
11	Class D Patch Ty 1 3"	261	SY	\$32.00	\$8,352.00
12	Class D Patch Ty 2 3"	261	SY	\$25.00	\$6,525.00
13	Class D Patch Ty 3 3"	261	SY	\$22.00	\$5,742.00
14	Class D Patch Ty 4 3"	261	SY	\$33.00	\$8,613.00
17	Routing & Sealing Cracks	10701	FT	\$0.48	\$5,136.48
19	Inlets to be Adjusted	28	EA	\$352.00	\$9,856.00
25	Thpl Pavt Marking L&S	96	SF	\$11.00	\$1,056.00
26	Thpl Pavt Marking Line 4"	1500	FT	\$0.70	\$1,050.00
27	Thpl Pavt Marking Line 6"	380	FT	\$1.90	\$722.00
37	Sodding Special	380	SY	\$15.00	\$5,700.00
39	HMA Drwy Rem & Replace	5	SY	\$52.00	\$260.00
40	Comb Conc C&G Rem & Repl	937	FT	\$31.90	\$29,890.30
AUP	PCC Pavt Patch 10"	35	SY	\$220.00	\$7,700.00
AUP	Class D Patch 4"	805	SY	\$32.00	\$25,760.00
AUP	Agg Shoulder Ty B 3"	1110	SY	\$7.00	\$7,770.00
					<b>\$464,717.65</b>

Respectfully submitted,

Eric Rhoda

"D" Construction, Inc.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Accepted by: \_\_\_\_\_

Date \_\_\_\_\_





"D"Construction, Inc.

General Contractor

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

May 11, 2021

**Concerning: Added Scope of Work**

Dear Nadia,

D Construction will perform the added work at the same contract unit prices listed for the 2021 road program. Any work items not on the original contract will be handled by agreed unit prices.

Sincerely,

Eric Rhoda  
D Construction.



"D"Construction, Inc.

General Contractor

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

May 11, 2021

**Concerning: AUP – PCC Pavt Patch 10"**

Dear Nadia,

The unit price for PCC Pavement Patch 10" is \$220.00 per square yard.

Sincerely,

Eric Rhoda  
D Construction.



"D"Construction, Inc.

General Contractor

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

May 11, 2021

**Concerning: AUP – Class Patch 4"**

Dear Nadia,

The unit price for Class D Patch 4" is \$32.00 per square yard.

Sincerely,

Eric Rhoda  
D Construction.



**"D"Construction, Inc.**

General Contractor

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

May 11, 2021

**Concerning: AUP – Aggregate Shoulder 3"**

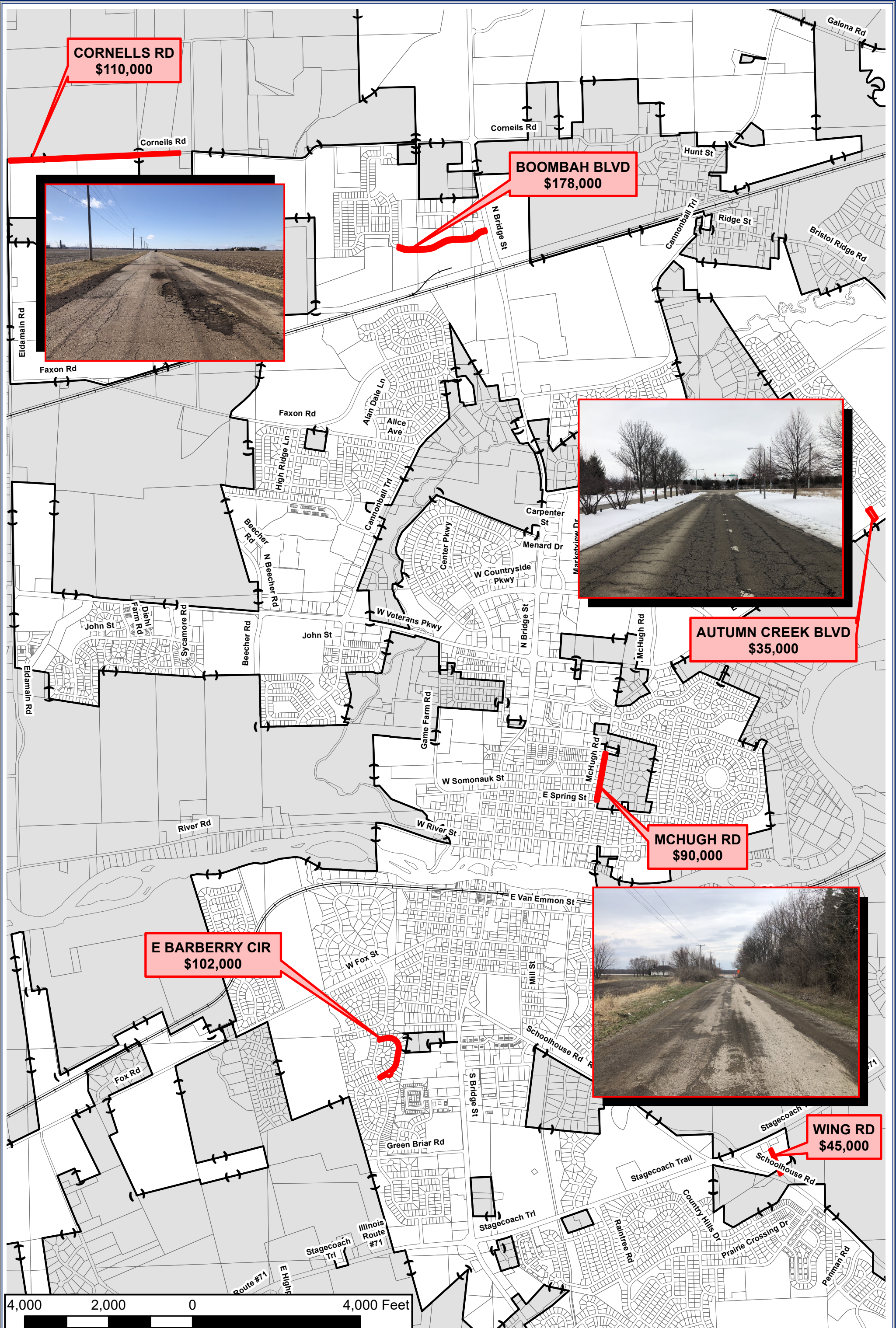
Dear Nadia,

The unit price for Aggregate Shoulder 3" is \$7.00 per square yard.

Sincerely,

Eric Rhoda  
D Construction.









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

Agenda Item Number

Mayor's Report #5

Tracking Number

CC 2021-04

### Agenda Item Summary Memo

**Title:** Prairie Pointe Building Update

**Meeting and Date:** City Council – May 25, 2021

**Synopsis:** A discussion will take place at the meeting.

### 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:

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

Agenda Item Number

Mayor's Report #6

Tracking Number

CC 2021-32

### Agenda Item Summary Memo

**Title:** Design Contract for Prairie Pointe Renovations

**Meeting and Date:** City Council – May 25, 2021

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### 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: May 20, 2021  
Subject: Design contract, Prairie Pointe Building

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## **Summary**

Consideration of a architectural/design contract with Cordogan Clark for the City's upcoming renovation of the Prairie Pointe building.

## **Background**

This item was last discussed by the City Council at the May 11<sup>th</sup> meeting. At that meeting, the Council heard an update from staff that a contract would be forthcoming, between the City and Cordogan, to complete the design drawings and facilitate the bidding process for the Prairie Pointe renovations. That contract is attached.

The attached contract designates Cordogan Clark as our design architects for the remainder of the project, all the way through construction. While we still have to debate and discuss the bidding and construction method (i.e. construction manager vs. general contractor), this contract will set Cordogan up as the City's main point of contact for questions about the design during the construction process. Throughout the renovation, and especially as disputes arise, Cordogan will visit the site and answer questions on the design documents.

In general, the contract is a standard AIA agreement for commercial design. Of note:

### 1) Section 11.1 - compensation

- a. The agreed upon fee will be 6.85% of the final construction cost estimate, which will be finalized a few weeks into the process (at the end of the design development phase). We felt that locking in a construction cost estimate now would be too premature, as the City has made no design choices, we have a leadership team with a penchant for value engineering, and a major variable of the project is still unknown (generator).
  - i. The City staff reviewed various commercial construction architectural fee estimates, and found that our project should be between a 6.2% and 9.37%, with the average value being 7.81%.
  - ii. 6.85% of \$5,000,000 would end up at \$342,500 in base fees and 6.85% of \$6,000,000 ends up at \$411,000 in base fees.

### 2) Article 4, supplemental and additional services

- a. This section outlines what is included within the base level contract and what will be contracted on a supplemental basis. A commissioning agent (4.1.1.23) will help us with installing, setting up, and balancing various electric and climate systems within the building. Our best guess is that we will want a commissioning agent because we think we will add at least one HVAC unit to the building, we will be substantially changing the layout of walls on the first floor, the existing HVAC system is basic and older, and we



- will be adding a generator. Steve Raasch, Facilities Manager, will make the recommendation on whether this service is needed after some design choices are made, which is why we didn't want to authorize it now and include it within the base contract. Our best estimate for this commissioning agent is \$20,000 to \$30,000. Cordogan has recommendations for agents, and Steve Raasch has experience with an agent who performed a satisfactory job in Oswego.
- b. Section 4.1.1.28 – furniture, furnishings, and equipment design. We are setting up an internal furniture team that will review and manage furniture selection and procurement. As part of this internal team, we recognized that Alderman Tarulis has extensive expertise in the process and we asked him and he agreed to assist with our furniture selections. We think that there is a chance we may be able to complete the process without assistance from Cordogan, but we recognize that this is a pretty common line-item within these contracts and so we negotiated a fixed fee of \$7,500 if we decide to have Cordogan lead that process. We would authorize this supplemental service after we've begun to choose design features of the renovation and after we've determined that our in-house furniture team needs assistance from the architects.
- 3) Section 4.2.5
- a. The contract says all services must be provided within 12 months. We expect the front-to-back design and construction process to take around 10 months, based on early estimates from the architects.
- 4) Section 11.10.2.1
- a. Payments to Cordogan will be made monthly, in proportion to the completion schedule laid out in 11.5.
- 5) City responsibilities (in various sections throughout the document)
- a. Steve Raasch will be the Owner's Representative on the project, and will have final authority to sign off on plans. Internally, a team of Steve, Chief Jensen, Pete Ratos, and I will be reviewing documents before Steve signs off on them.
  - b. City must provide surveys of the building, property, and utilities.
  - c. City must provide geotechnical engineering services, to the extent soil borings or other items are needed.
  - d. City must keep Cordogan in the loop as we engage contractors or as we hire consultants for supplemental services.

### **Recommendation**

Staff recommends approval of the attached contract for architectural services with Cordogan Clark.

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS  
APPROVING AN AGREEMENT WITH CORDOGAN CLARK & ASSOCIATES, INC.**

**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**, pursuant to Section 11-76.1-1 of the Illinois Municipal Code (65 ILCS 5/11-76.1-1), the City purchased the property commonly known as 651 Prairie Pointe Drive (the “Subject Property”) which is improved with a three-story office building; and,

**WHEREAS**, the Mayor and City Council (the “Corporate Authorities”) determined that the City’s growing population has created a need for a larger municipal center and that the Subject Property with a total of 43,000 square feet could be repurposed as a much needed municipal facility; and,

**WHEREAS**, after proceeding with an evaluation and selection process as mandated by the *Local Government Professional Services Selection Act*, it was determined that Cordogan Clark & Associates, Inc. has the experience to provide architectural services as necessary to repurpose the Subject Property as a new City Hall and City Police Station.

**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 Standard Form of Agreement between Owner and Architect (AIA Document B101-2017), United City of Yorkville, Owner and Cordogan Clark & Associates, Inc., Architect dated May 25, 2021, in the form attached hereto and made a part hereof is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver and to

undertake any and all action as may be required to implement the terms of said Contract on behalf of the United City of Yorkville.

*Section 2.* 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. 2021.

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

JACKIE MILSCHEWSKI \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

MATT MAREK \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

JASON PETERSON \_\_\_\_\_

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
CITY CLERK

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## ***Standard Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the 25th day of May in the year 2021  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:

*(Paragraph Deleted)*

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

and the Architect:  
*(Paragraph Deleted)*

Cordogan Clark & Associates, Inc.  
960 Ridgeway Avenue  
Aurora, IL 60506

for the following Project:  
*(Name, location and detailed description)*

Yorkville Municipal Building Renovations

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(Paragraph Deleted)*

§ 1.1.1 The Owner's program for the Project:

*(Paragraph Deleted)*

As developed in the Phase 1 Programming Phase, Option C

§ 1.1.2 The Project's physical characteristics:

*(Paragraph Deleted)*

Existing 651 Prairie Pointe Building renovation is the approved Option C.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Paragraph Deleted)*

Option C Estimated Construction Cost is \$5 million plus FF&E, testing and reimbursables value of \$205,000 for total budget of \$5,205,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

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User Notes:

(3B9ADA3A)

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

*(Paragraph Deleted)*

Competitive Bidding through either a General Contractor, CM or Multiple Primes

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

*(Paragraph Deleted)*

None

*(Paragraph Deleted)*

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

*(Paragraph Deleted)*

TBD

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(Paragraph Deleted)*

Steve Raasch, Facilities Manager

TBD

§ 1.1.9 The Owner shall retain the following consultants and contractors:

*(Paragraph Deleted)*

.1 Geotechnical Engineer:

N/A or TBD

Init.

**.2 Civil Engineer:**

City Provided

**.3 Other, if any:**

*(List any other consultants and contractors retained by the Owner.)*

N/A

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Brian Kronewitter, AIA, DBIA

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1 Structural Engineer:**

Cordogan Clark

**.2 Mechanical Engineer:**

Cordogan Clark

**.3 Electrical Engineer:**

Cordogan Clark

**§ 1.1.11.2** Consultants retained under Supplemental Services:

N/A

**§ 1.1.12** Other Initial Information on which the Agreement is based:

N/A

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it

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**User Notes:**

(3B9ADA3A)

is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1** Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000 ) for each occurrence and Two Million Dollars (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4** Workers' Compensation at statutory limits.

**§ 2.5.5** Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000 ) each accident, One Million Dollars (\$ 1,000,000 ) each employee, and One Million Dollar (\$ ) policy limit.

**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000 ) per claim and Four Million Dollars (\$ 4,000,000 ) in the aggregate.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

**§ 2.5.9** Excess Liability with policy limits of not less than Five Million Dollars (\$ 5,000,000 ) for each occurrence and Five Million Dollars (\$ 5,000,000 ) in the aggregate for bodily injury and property damage.



## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

## **§ 3.5 Procurement Phase Services**

### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### **§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## **§ 3.6 Construction Phase Services**

### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.



### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Paragraph Deleted)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Provided under a separate agreement
§ 4.1.1.2 Multiple preliminary designs	Completed as Phase 1
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Additional Scanning Service Available
§ 4.1.1.5 Site evaluation and planning	Supplemental Service
§ 4.1.1.6 Building Information Model management responsibilities	Included
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Included
§ 4.1.1.11 Value analysis	Supplemental Service
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Supplemental Service
§ 4.1.1.13 On-site project representation	Supplemental Service
§ 4.1.1.14 Conformed documents for construction	Supplemental Service
§ 4.1.1.15 As-designed record drawings	Supplemental Service
§ 4.1.1.16 As-constructed record drawings	By Contractor or CM
§ 4.1.1.17 Post-occupancy evaluation	Supplemental Service
§ 4.1.1.18 Facility support services	Supplemental Service
§ 4.1.1.19 Tenant-related services	Supplemental Service
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Supplemental Service

Init.

§ 4.1.1.21	Telecommunications/data design	Supplemental Service
§ 4.1.1.22	Security evaluation and planning	Supplemental Service
§ 4.1.1.23	Commissioning	Supplemental Service
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Supplemental Service
§ 4.1.1.25	Fast-track design services	Supplemental Service
§ 4.1.1.26	Multiple bid packages	Supplemental Service
§ 4.1.1.27	Historic preservation	Supplemental Service
§ 4.1.1.28	Furniture, furnishings, and equipment design	Supplemental Service, set at \$7,500 fee
§ 4.1.1.29	Other services provided by specialty Consultants	Supplemental Service
§ 4.1.1.30	Other Supplemental Services	

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Paragraph Deleted)*

Supplemental Services will be defined when and if requested by the Owner

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Paragraph Deleted)*

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One ( 1 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 monthly (10-12 ) visits to the site by the Architect during construction. Supplemental visits have been pre-negotiated at an \$800 per visit fixed fee.
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within Twelve ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until



final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.9** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.10** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.12** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**§ 5.14** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraphs Deleted)

(Paragraphs Deleted)

**§ 8.2.4** If the parties do not resolve a dispute, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

(Paragraph Deleted)

☒ [ X ] Litigation in a court in Kendall County

☐ [ ] Other: (Specify)

(Paragraphs Deleted)

(Paragraphs Deleted)

(Paragraphs Deleted)

## ARTICLE 9 TERMINATION OR SUSPENSION

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any

Init.

expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Paragraph Deleted)*

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.



§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

*(Paragraph Deleted)*

N/A

.2 Percentage Basis

Six and eighty-five hundredths percent (6.85 %) % of the Owner's budget for the Cost of the Work and FF&E, and testing budget currently calculated at \$5,200,000 plus an estimated \$15,000 for reimbursables, as calculated in accordance with Section 11.6. The fee will be fixed at the end of design development phase, based on the cost estimate at that phase.

Init.

.3 Other

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Paragraph Deleted)

as negotiated

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Paragraph Deleted)

as negotiated

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus One percent ( 1 %), or as follows:

(Paragraph Deleted)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty Two	percent (	22	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Eighteen	percent (	18	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(Paragraph Deleted)

See attached Rate Sheet

Employee or Category

Rate (\$0.00)

Init.

## § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus One percent ( 1 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Paragraph Deleted)*

N/A

## § 11.10 Payments to the Architect

### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of N/A (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Paragraph Deleted)*

As allowable under the Illinois Prompt Payments Act

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in

Init.



the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Paragraph Deleted)*

N/A

## ARTICLE 13 SCOPE OF THE AGREEMENT

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

*(Paragraph Deleted)*

*(Paragraph Deleted)*

- .2 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

*(Paragraphs Deleted)*

*(Paragraphs Deleted)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
Cordogan Clark & Associates, Inc.

**ARCHITECT** (Signature)

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
Brian Kronewitter, AIA, DBIA, Executive VP

*(Printed name, title, and license number, if required)*

# Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:06:22 CT on 05/20/2021.

## PAGE 1

**AGREEMENT** made as of the 25th day of May in the year 2021

...

*(Name, legal status, address and other information)*

...

United City of Yorkville

...

800 Game Farm Road

...

Yorkville, IL 60560

...

*(Name, legal status, address and other information)*

...

Cordogan Clark & Associates, Inc.

960 Ridgeway Avenue

Aurora, IL 60506

...

Yorkville Municipal Building Renovations

## PAGE 2

### TABLE OF ARTICLES

...

*(For each item in this section, insert the information or a statement such as “not applicable” or “unknown at time of execution.”)*

...

*(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)*

...

As developed in the Phase 1 Programming Phase, Option C

...

*(Identify or describe pertinent information about the Project’s physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

...

Existing 651 Prairie Pointe Building renovation is the approved Option C.

...

*(Provide total and, if known, a line item breakdown.)*

...

Option C Estimated Construction Cost is \$5 million plus FF&E, testing and reimbursables value of \$205,000 for total budget of \$5,205,000.

### PAGE 3

TBD

...

TBD

...

TBD

...

TBD

...

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

...

Competitive Bidding through either a General Contractor, CM or Multiple Primes

...

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

...

None

...

*(List name, address, and other contact information.)*

...

TBD

...

*(List name, address, and other contact information.)*

...

Steve Raasch, Facilities Manager

...

TBD

...

*(List name, legal status, address, and other contact information.)*

...

N/A or TBD-

**PAGE 4**

City Provided -

...

N/A

...

Brian Kronewitter, AIA, DBIA

...

Cordogan Clark

...

Cordogan Clark

...

Cordogan Clark

...

N/A

...

N/A

## PAGE 5

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000 ) for each occurrence and Two Million Dollars (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

...

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000 ) each accident, One Million Dollars (\$ 1,000,000 ) each employee, and One Million Dollar (\$ ) policy limit.

...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000 ) per claim and Four Million Dollars (\$ 4,000,000 ) in the aggregate.

...

§ 2.5.9 Excess Liability with policy limits of not less than Five Million Dollars (\$ 5,000,000 ) for each occurrence and Five Million Dollars (\$ 5,000,000 ) in the aggregate for bodily injury and property damage.

## PAGE 11

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

## PAGE 12

§ 4.1.1.1	Programming	<u>Provided under a separate agreement</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Completed as Phase 1</u>
§ 4.1.1.3	Measured drawings	<u>Not Provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Additional Scanning Service Available</u>
§ 4.1.1.5	Site evaluation and planning	<u>Supplemental Service</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Included</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Not Provided</u>
§ 4.1.1.9	Landscape design	<u>Not Provided</u>
§ 4.1.1.10	Architectural interior design	<u>Included</u>
§ 4.1.1.11	Value analysis	<u>Supplemental Service</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Supplemental Service</u>
§ 4.1.1.13	On-site project representation	<u>Supplemental Service</u>
§ 4.1.1.14	Conformed documents for construction	<u>Supplemental Service</u>
§ 4.1.1.15	As-designed record drawings	<u>Supplemental Service</u>
§ 4.1.1.16	As-constructed record drawings	<u>By Contractor or CM</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Supplemental Service</u>
§ 4.1.1.18	Facility support services	<u>Supplemental Service</u>
§ 4.1.1.19	Tenant-related services	<u>Supplemental Service</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Supplemental Service</u>
§ 4.1.1.21	Telecommunications/data design	<u>Supplemental Service</u>
§ 4.1.1.22	Security evaluation and planning	<u>Supplemental Service</u>
§ 4.1.1.23	Commissioning	<u>Supplemental Service</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Supplemental Service</u>
§ 4.1.1.25	Fast-track design services	<u>Supplemental Service</u>
§ 4.1.1.26	Multiple bid packages	<u>Supplemental Service</u>
§ 4.1.1.27	Historic preservation	<u>Supplemental Service</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Supplemental Service, set at \$7,500 fee</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Supplemental Service</u>

...

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

...

Supplemental Services will be defined when and if requested by the Owner

...

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

...

N/A

PAGE 13

- .1 One ( 1 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

- .2 monthly (10-12 ) visits to the site by the Architect during ~~construction~~construction. Supplemental visits have been pre-negotiated at an \$800 per visit fixed fee.

...

- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 17

§ 8.2 Mediation

...

~~§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

...

:

...

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

...

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

...

**§ 8.2.4** If the parties do not resolve a ~~dispute through mediation pursuant to this Section 8.2, dispute,~~ the method of binding dispute resolution shall be the following:

...

☐ — Arbitration pursuant to Section 8.3 of this Agreement

...

☒ Litigation in a court of competent jurisdiction in Kendall County

...

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

...

### **§ 8.3 Arbitration**

...

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

...

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.



...

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

...

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

...

**§ 8.3.4 Consolidation or Joinder**

...

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

...

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

...

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

...

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

...

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

...

N/A

...

N/A

PAGE 19

*(Insert amount)*

...

N/A

...

*(Insert percentage value)*

...

Six and eighty-five hundredths percent (6.85 ) % of the Owner's budget for the Cost of the Work, Work and FF&E, and testing budget currently calculated at \$5,200,000 plus an estimated \$15,000 for reimbursables, as calculated in accordance with Section 11.6. The fee will be fixed at the end of design development phase, based on the cost estimate at that phase.

PAGE 20

*(Describe the method of compensation)*

...

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

...

as negotiated

...

*(Insert amount of, or basis for, compensation.)*

...

as negotiated

...

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus One percent ( 1 %), or as follows:

...

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

...

Schematic Design Phase	<u>Twenty Two</u>	percent (	<u>22</u>	%)
Design Development Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Eighteen</u>	percent (	<u>18</u>	%)

...

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

...

See attached Rate Sheet

## PAGE 21

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus One percent ( 1 %) of the expenses incurred.

...

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

...

N/A

...

**§ 11.10.1.1** An initial payment of N/A (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

*(Insert rate of monthly or annual interest agreed upon.)*

...

% As allowable under the Illinois Prompt Payments Act

*(Include other terms and conditions applicable to this Agreement.)*

...

N/A

...

~~2~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

...

~~(Insert the date of the E203-2013 incorporated into this agreement.)~~

...

~~3~~ 2 Exhibits:

...

~~[ ]~~ AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:

...

~~(Insert the date of the E204-2017 incorporated into this agreement.)~~

...

~~[ ]~~ Other Exhibits incorporated into this Agreement:

...

~~(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)~~

...

4 Other documents:

...

*(List other documents, if any, forming part of the Agreement.)*

...

OWNER (Signature)

Cordogan Clark & Associates, Inc.

ARCHITECT (Signature)

Brian Kronewitter, AIA, DBIA, Executive VP

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, Brian Kronewitter, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:06:22 CT on 05/20/2021 under Order No. 9504842371 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

*(Signed)*

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*(Title)*

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*(Dated)*

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