



United City of Yorkville

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

AGENDA CITY COUNCIL MEETING Tuesday, June 22, 2021 7:00 p.m.

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

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk: WARD I
Ken Koch
Dan Transier

WARD II
Jackie Milschewski
Arden Joe Plocher

WARD III
Chris Funkhouser
Matt Marek

WARD IV
Seaver Tarulis
Jason Peterson

Establishment of Quorum:

Amendments to Agenda:

Presentations:

1. Presentation to School District – Golf Outing

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

1. Minutes of the Regular City Council – June 8, 2021
2. Bill Payments for Approval
 - \$ 78,225.15 (vendors FY - 21)
 - \$ 565,231.90 (vendors FY - 22)
 - \$ 353,610.08 (payroll period ending 6/11/21)
 - \$ 997,067.13 (total)
3. ADM 2021-24 Treasurer's Report for March, April, and May 2021

Mayor's Report:

1. CC 2021-39 Price Park and Fox Hill Park – Playground Replacement Proposals
2. CC 2021-40 Travel Authorizations for Elected Officials – FY 2022
3. CC 2021-41 Appointments to Planning and Zoning Commission

Public Works Committee Report:

1. PW 2021-44 Well Rehabilitation and Media Replacement Plan – FY 2022
 - a. Well No. 4 Rehabilitation Professional Services Agreement – Design and Construction Engineering
 - b. Water Treatment Plant No. 4 Cation Exchange Media Replacement Professional Services Agreement – Design and Construction Engineering
 - c. Well No. 7 Rehabilitation Professional Services Agreement – Design and Construction Engineering
2. PW 2021-45 Kennedy Road / Emerald Lane Traffic Control Discussion

Economic Development Committee Report

Public Safety Committee Report:

Administration Committee Report:

1. ADM 2021-29 Solar Site RFP
2. ADM 2021-30 Resolution Approving an Intergovernmental Agreement between the Village of Oswego and the United City of Yorkville Regarding Joint Employment of a Purchasing Manager
3. ADM 2021-31 Ordinance Amending the Yorkville City Code, Title 1, Chapter 7, Section 3: Procurement

Park Board:

Planning and Zoning Commission:

City Council Report:

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Mayor's Report (cont'd):

4. CC 2021-04 City Buildings Updates

Presentations (cont'd):

1. CC 2021-38 Water Study

Additional Business:

Citizen Comments:

Executive Session:

1. For litigation, when an action against, affecting, or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent.
2. For the setting of a price for sale or lease of property owned by the public body.
3. For the purchase or lease of real property for the use of the public body.

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: July 21, 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: July 6, 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: July 20, 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, June 22, 2021
7:00 PM
CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:

PRESENTATIONS:

1. Presentation to School District – Golf Outing

CITIZEN COMMENTS ON AGENDA ITEMS:

CONSENT AGENDA:

1. Minutes of the Regular City Council – June 8, 2021

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

2. Bill Payments for Approval

☐ Approved _____

☐ As presented

☐ As amended

☐ Notes _____

3. ADM 2021-24 Treasurer's Report for March, April, and May 2021

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

MAYOR'S REPORT:

1. CC 2021-39 Price Park and Fox Hill Park – Playground Replacement Proposals

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

2. CC 2021-40 Travel Authorizations for Elected Officials – FY 2022

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

3. CC 2021-41 Appointments to Planning and Zoning Commission

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

PUBLIC WORKS COMMITTEE REPORT:

1. PW 2021-44 Well Rehabilitation and Media Replacement Plan – FY 2022

a. Well No. 4 Rehabilitation Professional Services Agreement – Design and Construction Engineering

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

b. Water Treatment Plant No. 4 Cation Exchange Media Replacement Professional Services Agreement – Design and Construction Engineering

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

c. Well No. 7 Rehabilitation Professional Services Agreement – Design and Construction Engineering

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

2. PW 2021-45 Kennedy Road / Emerald Lane Traffic Control Discussion

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

ADMINISTRATION COMMITTEE REPORT:

1. ADM 2021-29 Solar Site RFP

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

2. ADM 2021-30 Resolution Approving an Intergovernmental Agreement between the Village of Oswego and the United City of Yorkville Regarding Joint Employment of a Purchasing Manager

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

3. ADM 2021-31 Ordinance Amending the Yorkville City Code, Title 1, Chapter 7, Section 3: Procurement

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

MAYOR'S REPORT (CONT'D):

4. CC 2021-04 City Building Updates

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

PRESENTATIONS (CONT'D):

1. CC 2021-38 Water Study

☐ Approved: Y _____ N _____ ☐ Subject to _____

☐ Removed _____

☐ Notes _____

ADDITIONAL BUSINESS:

CITIZEN COMMENTS:



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input 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 – June 8, 2021

Meeting and Date: City Council – June 22, 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:

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.
HELD IN THE CITY COUNCIL CHAMBERS,
800 GAME FARM ROAD ON
TUESDAY, JUNE 8, 2021

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

ROLL CALL

City Clerk Pickering called the roll.

Ward I	Koch	Present	
	Transier	Present	
Ward II	Milschewski	Present	
	Plocher	Present	
Ward III	Funkhouser	Present	
	Marek	Present	
Ward IV	Tarulis	Present	(left at 7:38)
	Peterson	Present	

Staff in attendance at city hall: City Clerk Pickering, City Administrator Olson, Chief of Police Jensen, Public Works Director Dhuse, Parks and Recreation Director Evans, EEI Engineer Sanderson, EEI Engineer Freeman, and Attorney Castaldo.

Staff in attendance electronically: Community Development Director Barksdale-Noble, Finance Director Fredrickson, Assistant City Administrator Willrett, and Senior Planner Engberg.

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/87263727900?pwd=UnRZR1dRbVNUdzZiNTBPUWlrc0Z3RYZz09>. The Zoom meeting ID was 872 6372 7900.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS ON AGENDA ITEMS

Darren Crawford, President of the Yorkville Library Board of Trustees, spoke regarding the Mayor’s proposed appointments of three new individuals to the Library Board. He gave the educational history and background of the current members whose terms expired. Mr. Crawford stated that he would like the three current members to be re-appointed instead of appointing three new members.

Russ Walter, Yorkville Library Board Trustee, spoke regarding the Mayor’s proposed appointments for the Library Board. He asked that the three current members whose terms were expired be re-appointed.

Jason Hedman, Yorkville resident, spoke and said that he was one of the Library Board Trustees who was slated to be replaced tonight with someone else. He thanked the council for the opportunity they gave him to serve the Yorkville community over the past four years as a library trustee. He said it was his pleasure to support a resource that his family enjoys. His goal is not to force re-appointment. The law states that it is the Mayor’s responsibility to appoint members. He stated that the other two individuals

who are also not being re-appointed are two of the most professional, involved, and forward-thinking trustees that he worked with on the board and one of whom has a master's degree in Library Science. He said the Library Board was responsible this last fiscal year for the management of over \$1.7 million in tax dollars. He said the council's decision in approving the Library Board appointments is the only means they will have to influence the management of these tax dollars going forward.

Judy Somerlot, Friends of the Library member, spoke regarding the Mayor's proposed appointments for the Library Board. She thanked the council for the opportunity to speak and spoke about the council's responsibility for appointments. She said the Illinois Local Library Act gives the Mayor the authorization to appoint Library Board members; however, that comes with the approval of the City Council. The Act provides that the appointment is made with reference to the candidates' fitness for such office. She stated it was the council's responsibility to verify that these appointees are able to do all of the things they need to do for the Library Board.

CONSENT AGENDA

1. Minutes of the Regular City Council – May 25, 2021
2. Bill Payments for Approval
 - \$ 260,869.20 (vendors – FY 21)
 - \$ 359,785.49 (vendors – FY 22)
 - \$ 170,226.25 (wire payments)
 - \$ 334,975.43 (payroll period ending 5/28/21)
 - \$ 1,125,856.37 (total)

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

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

REPORTS

MAYOR'S REPORT

Margaritas en Mayo Event

Mayor Purcell reported that the first Margaritas en Mayo event was held last Thursday and despite the windy weather, everyone had a great time and he received several requests for the event to be held next year.

4th of July Celebration

Mayor Purcell reported that due to 4th of July falling on a Sunday this year, 4th of July activities will be held on Saturday, July 3rd.

Resolution 2021-28

Authorizing Acceptance of a Bid from D. Construction, Inc. for the Rebuild Illinois – Fox Hill Improvements in the amount not to exceed \$1,620,515.73 (CC 2021-33)

Mayor Purcell entertained a motion to approve a Resolution Authorizing Acceptance of a Bid from D. Construction, Inc. for the Rebuild Illinois – Fox Hill Improvements in the amount not to exceed \$1,620,515.73. So moved by Alderman Funkhouser; seconded by Alderman Plocher.

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

Fox Hill Subdivision Roadway Improvements – Construction Engineering Agreement (CC 2021-34)

Mayor Purcell entertained a motion to approve a Fox Hill Subdivision Roadway Improvements – Construction Engineering Agreement. So moved by Alderman Marek; seconded by Alderman Transier.

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

Public Works Dump Truck Rehabilitation Quote
(CC 2021-35)

Mayor Purcell entertained a motion to approve the public works dump truck rehabilitation quote. So moved by Alderman Tarulis; seconded by Alderman Peterson.

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

**Memorandum of Understanding with ComEd
regarding Corneils Road Repair**
(CC 2021-36)

Mayor Purcell entertained a motion to approve the Memorandum of Understanding with ComEd regarding Corneils Road Repair. So moved by Alderman Milschewski; seconded by Alderman Marek.

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

Appointments to Boards and Commissions
(CC 2021-37)

Mayor Purcell entertained a motion to approve the appointments of Ruben Rodriguez to the Board of Fire & Police Commission to a term ending May 2024; Sue Shimp, Bret Reifsteck and Tara Schumacher to the Library Board to terms ending May 2024; Rusty Hyett and Victor Perez to the Park Board to terms ending May 2026 and Jeff Burgner to the Police Pension Fund Board to a term ending May 2023. So moved by Alderman Plocher; seconded by Alderman Marek.

It was asked if the appointments could be separated to be voted on individually instead of as a group. Mayor Purcell said the council could vote on these separately; however, he preferred that his appointments be voted on as a group. He understands that some people would like other people appointed; however, appointments are made by the Mayor and these are his choices for appointments.

Mayor Purcell said that he had received a few questions from council members on his appointments prior to the meeting. One of the questions he received was about the proposal to move the city's preschool program into the library which the Library Board was not in favor of. He said that at the last Library Board meeting that he and city staff members attended to discuss the proposal he felt there had been a good discussion about the proposed idea and Library Board members had indicated they had a few unanswered questions about the proposal that they wanted to look into. Mayor Purcell left the meeting thinking the discussion on working together was going to continue to take place. He stated that later that evening after he left the meeting, the Library Board recessed the meeting and then they came back into session and voted to end the conversation with the city. He said the city is looking at different options for the preschool that do not involve using the library. He stated that his appointments have nothing to do with forcing a preschool into the library.

Mayor Purcell said there were several actions taken by the Library Board that he was very disappointed with. The first is that it has been almost a month since that board meeting and he has not yet been contacted by the board president informing him that the board wants to go in a different direction for the library. The next item is that the Library Board had their library staff comment at that meeting about the preschool proposal. Mayor Purcell heard one library staff member comment during the meeting that "this building is not an appropriate place for young children". He said that if this is an indication of how the library staff thinks, and the Library Board is condoning that – then he is really struggling with this type of attitude. Additionally, since that meeting, the library has now had a committee meeting on forming a library district. Forming a district could increase the library's expenses by over \$100,000 per year. To pay for those expenses, they are looking at forcing taxpayers into their library district. Mayor Purcell stated that when he ran for Mayor, the idea of forced annexation was one of the hottest issues. He also mentioned that he is looking for a group of board members who are interested in working with the school district. He stated that he has heard from several school board members and several administrators at the school, that their relationship with the library is shaky at best. He said pre-COVID, the library's numbers were decreasing, and the board's answer is that they should bring more people into the taxing body. He doesn't think the answer is forming a new taxing body and he doesn't feel the residents need bigger government. Mayor Purcell thinks that what the city needs is a group that wants to work with others. He said that the city works well with the schools, county, health department, and the fire district.

Discussion took place regarding the process. It was mentioned that one of the appointees to the Library Board had not submitted their application form, so the council members did not have any information as to that appointee. It was also discussed that there was not any type of public advertisement indicating that the city was seeking candidates to be appointed to the Library Board.

Alderman Funkhouser made a motion to remove the three Library Board appointments to separate them for further consideration at a later date; seconded by Alderman Tarulis.

Motion to amend defeated by a roll call vote. Ayes-3 Nays-5
Koch-nay, Milschewski-aye, Funkhouser-aye, Tarulis-aye,
Transier-nay, Plocher-nay, Marek-nay, Peterson-nay

Original motion approved by a roll call vote. Ayes-5 Nays-3
Plocher-aye, Marek-aye, Peterson-aye, Koch-aye,
Milschewski-nay, Funkhouser-nay, Tarulis-nay, Transier-aye

PUBLIC WORKS COMMITTEE REPORT

No report.

ECONOMIC DEVELOPMENT COMMITTEE REPORT

Comprehensive Plan – Future Land Use Review (EDC 2021-25)

Senior Planner Engberg told the council that at the end of March, the Kendall County Comprehensive Land Plan and Ordinance Committee held a meeting to discuss potential future land uses south of the river along West Highpoint Road which is going to become South Eldamain Road as part of the Eldamain Road bridge and roadway expansion project. The bridge and roadway expansion has potential to provide development and land uses different than those projected when the county and city did their existing comprehensive plans. Kendall County is looking at designating the county portion of the areas east and west of S. Eldamain Road as mixed-use business which would allow for offices, wholesale, and light industrial uses. The county has asked if the city would consider changing its' portion of land on the east side of S. Eldamain Road from estate/conservation residential land use to general industrial.

Planner Engberg said that he is looking for comments from the council to take back to Kendall County. One item to consider is that the city's 2016 comprehensive plan has a ten-year planning horizon. When the 2016 comprehensive plan was developed it was not thought that these outer edges of the city would be developed within ten years and the zoning designations were put in as a placeholder. Staff is looking to start the update process for a new comprehensive plan in 2023-2024 in order to have it completed by 2026. He mentioned the council might want to wait and evaluate this area once the S. Eldamain Road project is complete. He also mentioned that Metra Rail is currently conducting their study to see where rail access would go. Additionally, this area has no water or sanitary facilities yet. It should be noted that the comprehensive plan is a guide for development and is not set in stone.

Community Development Director Noble said there are a few items for council to consider. One, is that when the city looks at changing its' comprehensive plan, they get the owners with property in the area as stakeholders. She does not believe that the county has reached out to these landowners to see how they envision their property developing. She said that most likely if these properties develop, they will want to annex to the city so they can get their utilities from the city. She noted that at this point, city utilities do not extend to this area.

Alderman Funkhouser commented that he thinks this makes sense to look at a higher use once the road improvement project is completed; however he has two concerns. The first is where the road makes the jog, immediately south of the river, the parcel of land where on the east side is forest preserve and on the west side is forest preserve. He feels this triangle of land from Fox Road to the new S. Eldamain Road and the forest preserve should be kept as estate residential because it is located between forest preserve land on both sides and he doesn't think industrial should be located between the two forest preserves. His second concern is that for everything south of Fox Road to Route 71, the county is proposing the city convert an area of almost 3000 feet of depth. There is one county subdivision located near there, and he thinks the city may get a lot of pushback from those county residents. He thought that area should be made a little shallower and not extend that close to those residents. Mayor Purcell asked staff to forward the comments to the county.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

Golf Outing

Parks and Recreation Director Evans reported that the joint city/Yorkville Educational Foundation golf outing would be held on June 10th and they have close to 100 golfers.

Social Gathering

Parks and Recreation Director Evans reported that the Social Gathering event would be held on June 11th from 6:30 p.m. to 9:30 p.m. at Riverfront Park. The Whiskey Romance Band will perform starting at 6:30 and there will be fireworks at 9:30.

PLANNING AND ZONING COMMISSION

No report.

CITY COUNCIL REPORT

No report.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

KenCom

Alderman Funkhouser reported that KenCom held their quarterly board meeting and issued their press release for their license plate reader program that is being implemented.

Aurora Area Convention & Visitors Bureau

Alderman Funkhouser reported that the AACVB held their board meeting and discussed some of the business re-openings. The Paramount theater in Aurora will be opening as well as Raging Waves Waterpark in Yorkville. He said that finances for the AACVB exceeded their expectations during the pandemic. They are also exploring the idea of moving the AACVB offices to another location.

STAFF REPORT

No report.

MAYOR'S REPORT (cont'd)

COVID-19

Mayor Purcell thanked Lynn Dubajic for all of her hard work in helping the health department with the COVID clinic. He thanked the council for their support in letting the health department use the Prairie Pointe building for the COVID clinic as well as their support of Yorkville businesses during the pandemic. He also thanked the school board for keeping the Yorkville schools open during the pandemic and giving parents a choice between on-site versus remote learning for their children.

City Building Updates

(CC 2021-04)

Administrator Olson said that in the next couple of meetings there will be discussion on the construction manager versus a general contractor for the Prairie Pointe building renovations. He will be sending out a tentative schedule for the construction buildout for the Prairie Pointe building. Staff is trying to lay out a schedule of the items that the council will need to review and approve. In general, the intent is to give council all of the big picture updates that need approval and then staff will be doing most of the internal approvals of the construction documents and bidding materials that are more administrative in nature.

Administrator Olson said that staff did a walk-through of the Public Works building with Kluber last Thursday. Alderman Funkhouser asked about the potential public partnership with the Kendall Area Transit (KAT) for the Public Works facility. Administrator Olson said that Kendall County Administrator Koeppel had approached him and said that KAT, as a public transit agency, has availability to funding streams at the federal/state level that the city does not have access to. KAT currently has ~\$300,000 to be used for a facility. They can't use this money for rent and they can't give it to Kendall County since the county is the parent entity of KAT. Kendall Area Transit is an entity that needs space and they might have access to funding if something could be worked out. Additionally, there might be some efficiencies to sharing Public Works space with KAT. It was asked how the contract would work with Kluber if the city is working with KAT. Administrator Olson said that the city contract was between the city and Kluber only. KAT would need to negotiate with Kluber separately and the county board would need to sign off on that contract. Kluber has indicated that if KAT also signs a contract with Kluber, there may be some cost efficiencies.

PRESENTATIONS (cont'd)

Water Study

Alternative Water Source Study (AWSS) Update Overview

(CC 2021-38)

Jeffrey Freeman, from Engineering Enterprises, Inc., gave a presentation on water source sustainability options for the city (*see attached*). The purpose of the presentation was to give an overview of the water source study update that EEI conducted for the city which establishes the need for an alternative water source for the future. The city will work through the evaluation over the next several months in anticipation of making a decision by the end of the year as to which water source direction the city would

like to go. Implementation of a new water source could take up to a decade to put in place. When it comes to water source sustainability, the Illinois State Water Survey (ISWS) has been modeling the deep-water aquifer system. Currently, all of the city's wells draw their water from a deep-water aquifer that covers seven states in the Midwest. Within the last few weeks, EEI received updated information from the ISWS. The ISWS modeling already shows a risk of declining well performance in portions of Kendall County. If communities keep using the deep-water aquifer as their sole source of water, and alternative water sources are not selected, by 2050, this risk area is projected to encompass Yorkville and by 2070, it is projected that there is a risk of well inoperability, especially during peak water use times. The aquifer is currently being pumped at an unsustainable rate.

Alternative water supply sources which can be considered include the Fox River, Lake Michigan water via the Joliet Area Water Commission, Lake Michigan water via the DuPage Water Commission or Lake Michigan water through the Illinois Lake Water Company, which is a private utility company.

Within the Yorkville region, if the Fox River is selected, a back-up supply source is still needed. The river will have a restricted low flow level which means that if the river is below a certain level, then the city would not be allowed to withdraw from the river; therefore, the city would need a back-up supply source of water to be able to meet the water demands in our system. Both Elgin and Aurora use the Fox River for water and both communities use their wells as their back-up water source. For example, Elgin currently uses 10% of the deep-water aquifer via their wells to supplement their water supply from the Fox River.

If the Fox River is selected, there are two options: Yorkville could choose the Fox River independent from Montgomery or Oswego or a sub-region could be formed in which Montgomery, Oswego, and Yorkville could join together to utilize the Fox River as a source of water. If a sub-region is formed, there might be some economies of scale. A form of governance would need to be determined as well.

The alternative to water from the Fox River is water from Lake Michigan. The Supreme Court has set a diversion limit on the amount of Lake Michigan water that can be used by Illinois. That limit is set at 3,200 cfs. The Illinois Department of Natural Resources (IDNR) manages the Lake Michigan Allocation and has indicated that currently there is sufficient diversion remaining to provide water to Joliet and the Joliet area communities that are currently considering connection. To use Lake Michigan water, there are three supply options: Joliet Area Water Commission, DuPage Water Commission, and the Illinois Lake Water Company/Plainfield.

The Joliet Area Water Commission is a new system being formed which will be purchasing Lake Michigan water from the City of Chicago. There are currently twelve communities in discussion about joining this commission and if Yorkville chooses to join this commission now, there is an opportunity to be a charter member. A benefit of being a charter member is the ability to impact the governance of the commission by helping to formulate the bylaws for the commission.

The DuPage Water Commission is an existing system that also purchases Lake Michigan water from the City of Chicago. It was organized in the 1980s and has twenty-three charter communities along with six subsequent communities for a total of twenty-nine communities currently being served. The commission is broken down into six districts and the 13 member Water Commission Board includes one municipal representative from each of the six districts, one county representative from each of the six districts, and the County Board Chairman who also serves as the Chairman of the Water Commission Board. There have been some initial discussions about representation by the Montgomery, Oswego, and Yorkville area and how that would be structured, but nothing has been finalized yet.

The Illinois Lake Water Company/Plainfield is a private utility that brings Lake Michigan water from Bedford Park, who receives water from Chicago. In this option, Yorkville would just be purchasing water from a private utility per the contract with the utility.

Engineer Freeman said there are several items to consider when making a decision on the alternative water source. Items to consider include costs, risk, water quality, management/staffing, control/governance, and sustainability/quantity. EEI is going to create a weighted decision matrix that council members can use to rank what is most important to them and their constituents.

Engineer Freeman said that the Joliet Area Water Commission should have refined cost estimates ready in July or August. By September, the cost analysis should be completed for all alternatives. After the cost analysis is complete, there will be a public information/open house meeting. He expects to then have a detailed alternative water source study presentation for the City Council in October. It is anticipated that the council could select the alternative water source program in November or December. The Joliet system has said they would like a decision by the end of the year or the first of next year.

ADDITIONAL BUSINESS

None.

CITIZEN COMMENTS

Darren Crawford, President of the Yorkville Library Board of Trustees, mentioned that after listening to the water study presentation, the council might want to check into controlled system takeover by foreign or domestic ransomware groups. He suggested the council ask what type of control system is being used for the water system and what the protections are against malicious software. Additionally, if the system goes down, who gets priority first for water. He went on to make further comments regarding Library operations. He said it was mentioned that taxes were going to increase if the Library formed a Library District. Mr. Crawford said if they become a Library District, it will be the original boundaries of the city and no one's taxes will go up because it will be the same levy and the only way is if they ask the community and the community will vote to join the district. When it comes to what happened with the preschool, he said when he was approached by the Mayor in January, he took the idea to the Library Board in good faith. He said they talked about three different options and he thought the final option looked good. Under legal advice from the Library's attorney, he was told that the Library Board had to be careful not to do anything that would affect Library operations. That was why the board voted against the proposal. Regarding the comment about the vote taking place after everyone left, he said that was because a board member brought it up and said there was an item in the packet that wasn't voted on and that is why the vote occurred after the Mayor and others had left the meeting.

Cesar Chacon, spouse of a Library Board Trustee, thanked Aldermen Funkhouser and Milschewski for their comments during the discussion about the Library Board appointments. He said that not everyone understands how important the library is to a lot of constituents in the community.

EXECUTIVE SESSION

None.

ADJOURNMENT

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

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 9:20 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 – June 22, 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:

UNITED CITY OF YORKVILLE
CHECK REGISTER

FY 21

CHECK DATE: 06/22/21

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
534818	COMED	COMMONWEALTH EDISON					
	0663112230-0521		06/10/21	01	04/27-05/26 BEAVER LIFT	52-520-54-00-5480	87.80
					INVOICE TOTAL:		87.80 *
	1647065335-0521		06/01/21	01	04/29-05/28 SARAVANOS PUMP	52-520-54-00-5480	171.35
					INVOICE TOTAL:		171.35 *
	1651011130-0521		05/28/21	01	04/28-05/27 651 PRAIRIE POINTE	01-110-54-00-5480	3,975.39
					INVOICE TOTAL:		3,975.39 *
	2947052031-0521		05/27/21	01	04/28-05/27 RT47 & RIVER	23-230-54-00-5482	274.67
					INVOICE TOTAL:		274.67 *
	7110074020-0521		05/26/21	01	04/27-05/26 104 E VAN EMMON	01-110-54-00-5480	253.92
					INVOICE TOTAL:		253.92 *
					CHECK TOTAL:		4,763.13
534819	DIRENRGY	DIRECT ENERGY BUSINESS					
	1704705-211520045796		06/01/21	01	04/27-05/25 KENNEDY & MCHUGH	23-230-54-00-5482	56.79
					INVOICE TOTAL:		56.79 *
	1704706-211550045830		06/04/21	01	04/30-05/31 RT34 & BEECHER	23-230-54-00-5482	62.63
					INVOICE TOTAL:		62.63 *
	1704708-211530045807		06/02/21	01	04/28-05/26 1850 MARKETVIEW DR	23-230-54-00-5482	51.83
					INVOICE TOTAL:		51.83 *
	1704709-211530045807		06/02/21	01	04/28-05/26 7 COUNTRYSIDE PKWY	23-230-54-00-5482	91.29
					INVOICE TOTAL:		91.29 *
	1704710-211520045796		06/01/21	01	04/27-05/25 VAN EMMON LOT	23-230-54-00-5482	12.81
					INVOICE TOTAL:		12.81 *
	1704712-211450045736		05/25/21	01	04/21-05/20 421 POPLAR	23-230-54-00-5482	3,303.94
					INVOICE TOTAL:		3,303.94 *

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

CHECK DATE: 06/22/21

FY 21

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
534819	DIRENRGY	DIRECT ENERGY BUSINESS					
	1704713-211440045727		05/24/21	01	04/20-05/19 FOX & PAVILLION	23-230-54-00-5482	63.52
					INVOICE TOTAL:		63.52 *
	1704714-211520045796		06/01/21	01	04/28-05/26 MCHUGH RD	23-230-54-00-5482	59.43
					INVOICE TOTAL:		59.43 *
	1704715-211440045727		05/24/21	01	04/21-05/20 998 WHITE PLAINS	23-230-54-00-5482	7.39
					INVOICE TOTAL:		7.39 *
	1704716-211530045807		06/02/21	01	04/28-05/27 1 COUNTRYSIDE PKWY	23-230-54-00-5482	109.21
					INVOICE TOTAL:		109.21 *
	1704721-211530045807		06/02/21	01	04/28-05/26 610 TOWER WELLS	51-510-54-00-5480	7,427.22
					INVOICE TOTAL:		7,427.22 *
	1704722-211550045830		06/04/21	01	04/30-05/31 2921 BRISTOL RIDGE	51-510-54-00-5480	4,263.05
					INVOICE TOTAL:		4,263.05 *
	1704723-211520045796		06/01/21	01	04/30-05/25 2224 TREMONT	51-510-54-00-5480	5,043.64
					INVOICE TOTAL:		5,043.64 *
	1704724-211480045777		05/28/21	01	04/16-05/16 3299 LEHMAN CR	51-510-54-00-5480	6,100.39
					INVOICE TOTAL:		6,100.39 *
					CHECK TOTAL:		26,653.14
534820	DORNER	DORNER PRODUCTS, INC					
	157524-IN		05/20/21	01	3 HYTROL CL DI BODY GLOBES	51-510-54-00-5445	1,635.89
					INVOICE TOTAL:		1,635.89 *
					CHECK TOTAL:		1,635.89
534821	DYNEGY	DYNEGY ENERGY SERVICES					

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	

CHECK DATE: 06/22/21

FY 21

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
534821	DYNEGY	DYNEGY ENERGY SERVICES					
	386643521051		05/28/21	01	03/30-04/27 420 FAIRHAVEN	52-520-54-00-5480	107.84
				02	03/31-04/28 6780 RT47	51-510-54-00-5480	83.84
				03	04/27-05/25 456 KENNEDY RD	51-510-54-00-5480	74.36
				04	04/13-05/11 BRIDGE ST TANK	51-510-54-00-5480	56.03
				05	04/26-05/24 1106 PRAIRIE CR	52-520-54-00-5480	84.10
				06	04/27-05/25 301 E HYDRAULIC	79-795-54-00-5480	39.01
				07	04/01-04/29 FOXHILL LIFT	52-520-54-00-5480	70.68
				08	04/26-05/24 872 PRAIRIE CR	79-795-54-00-5480	42.92
				09	04/13-05/11 GALENA PARK	79-795-54-00-5480	32.36
				10	03/31-04/27 101 BRUELL ST	52-520-54-00-5480	332.99
				11	04/26-05/24 1908 RAINTREE RD	51-510-54-00-5480	242.40
				12	04/27-05/25 PRESTWICK LIFT	52-520-54-00-5480	92.23
				13	04/27-05/25 1991 CANNONBALL	51-510-54-00-5480	153.85
				14	03/30-04/27 610 TOWER	51-510-54-00-5480	150.95
				15	04/27-05/25 276 WINDHAM LIFT	52-520-54-00-5480	121.57
				16	04/27-05/25 133 E HYDRAULIC	79-795-54-00-5480	81.64
				17	03/30-04/27 1975 BRIDGE LIFT	52-520-54-00-5480	310.61
					INVOICE TOTAL:		2,077.38 *
					CHECK TOTAL:		2,077.38
534822	PRECISIO	PRECISION PAVEMENT MARKINGS					
	3884		05/04/21	01	ENGINEER'S PAYMENT ESTIMATE	15-155-60-00-6028	23,749.42
				02	#1 - 2020 STRIPING PROGRAM	** COMMENT **	
					INVOICE TOTAL:		23,749.42 *
					CHECK TOTAL:		23,749.42
534823	RESOMANA	RESOURCE MANAGEMENT ASSOCIATES					
	21043-1		04/30/21	01	POLICE SERGEANT EXAM	01-210-54-00-5411	1,195.56
					INVOICE TOTAL:		1,195.56 *
					CHECK TOTAL:		1,195.56

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

CHECK DATE: 06/22/21

FY 21

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
534824	UNIVOFIL	UNIVERSITY OF ILLINOIS					
	UPI10354		05/04/21	01	BASIC LAW ENFORCEMENT	01-210-54-00-5412	18,060.00
				02	TRAINING FOR NEW OFFICERS	** COMMENT **	
				03	CARUSO, NICKELS & SHAPIAMA	** COMMENT **	
					INVOICE TOTAL:		18,060.00 *
					CHECK TOTAL:		18,060.00
534825	YORKACE	YORKVILLE ACE & RADIO SHACK					
	171546-20		08/05/20	01	KEYS	52-520-56-00-5620	2.20
					INVOICE TOTAL:		2.20 *
	171965		10/05/20	01	SCREWS, CLIPS	01-410-56-00-5620	3.50
					INVOICE TOTAL:		3.50 *
	1723228		04/21/21	01	KEYS	01-410-56-00-5620	9.98
					INVOICE TOTAL:		9.98 *
	172958		03/09/21	01	CHAIN LOOP	01-410-56-00-5630	39.98
					INVOICE TOTAL:		39.98 *
	172964		03/11/21	01	BATTERIES	51-510-56-00-5665	34.97
					INVOICE TOTAL:		34.97 *
					CHECK TOTAL:		90.63
					TOTAL AMOUNT PAID:		78,225.15

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	

UNITED CITY OF YORKVILLE
MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131187	KCR	KENDALL COUNTY RECORDER'S			06/04/21		
	61323	06/04/21	01	FILED 1 NEW UTILITY LIEN AND		51-510-54-00-5448	469.00
			02	RELEASED 6 EXISTING UTILITY		** COMMENT **	
			03	LIENS		** COMMENT **	
				INVOICE TOTAL:			469.00 *
				CHECK TOTAL:			469.00
				TOTAL AMOUNT PAID:			469.00



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

UNITED CITY OF YORKVILLE
CHECK REGISTER

CHECK DATE: 06/11/21

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
534817	EUCLIDBE	EUCLID BEVERAGE					
	SOCIAL2021		06/11/21	01	BEVERAGE COST FOR 2021 SOCIAL	79-795-56-00-5606	2,112.25
				02	GATHERING EVENT	** COMMENT **	
					INVOICE TOTAL:		2,112.25 *
					CHECK TOTAL:		2,112.25
					TOTAL AMOUNT PAID:		2,112.25



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 06/22/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534826	AACVB	AURORA AREA CONVENTION					
	21-MAY	06/09/21	01	MAY 2021 ALL SEASON HOTEL TAX	01-640-54-00-5481		46.89
					INVOICE TOTAL:		46.89 *
				CHECK TOTAL:			46.89
534827	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC					
	1174952-IN	05/18/21	01	LIGHTS	24-216-56-00-5656		2,784.00
					INVOICE TOTAL:		2,784.00 *
	1176521-IN	05/21/21	01	FAN	24-216-56-00-5656		89.50
					INVOICE TOTAL:		89.50 *
	1176687-IN	05/21/21	01	BLOCK LUGS, LIGHTING MATERIALS	24-216-56-00-5656		719.13
					INVOICE TOTAL:		719.13 *
	1177944-IN	05/26/21	01	FAN	24-216-56-00-5656		179.00
					INVOICE TOTAL:		179.00 *
				CHECK TOTAL:			3,771.63
D002102	ANTPLACE	ANTHONY PLACE YORKVILLE LP					
	JULY 2021	06/01/21	01	CITY OF YORKVILLE HOUSING	01-640-54-00-5427		829.00
			02	ASSISTANCE PROGRAM RENT	** COMMENT **		
			03	REIMBURSEMENT FOR THE MONTH	** COMMENT **		
			04	OF JULY 2021	** COMMENT **		
					INVOICE TOTAL:		829.00 *
				DIRECT DEPOSIT TOTAL:			829.00
534828	BACKROAD	DAVID E MILLER					
	2021 RVR FST	06/10/21	01	2021 RIVER FEST BAND	79-795-56-00-5606		2,500.00
					INVOICE TOTAL:		2,500.00 *
				CHECK TOTAL:			2,500.00

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 06/22/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534829	BEEBED	DAVID BEEBE					
	MAY 26-JUNE 07	06/10/21	01	UMPIRE	79-795-54-00-5462		55.00
					INVOICE TOTAL:		55.00 *
					CHECK TOTAL:		55.00
534830	BENNETTG	BENNETT, GARY L.					
	052621	05/26/21	01	JUN-DEC 2021 BRUSH DISPOSAL	01-540-54-00-5443		600.00
					INVOICE TOTAL:		600.00 *
					CHECK TOTAL:		600.00
534831	BNYMGLOB	THE BANK OF NEW YORK MELLON					
	252-2388021	06/01/21	01	2013 BOND ADMIN FEE	82-820-54-00-5498		1,100.00
					INVOICE TOTAL:		1,100.00 *
					CHECK TOTAL:		1,100.00
534832	BOYDSIGN	BOYD SIGNS & GRAPHICS					
	682	05/26/21	01	GREAT LAKES SPELLER FLASHER	79-790-56-00-5695		955.45
					INVOICE TOTAL:		955.45 *
					CHECK TOTAL:		955.45
534833	BULLINGJ	JOSLYN T. BULLINGTON					
	MAY 26-JUNE 07	06/10/21	01	UMPIRE	79-795-54-00-5462		200.00
					INVOICE TOTAL:		200.00 *
					CHECK TOTAL:		200.00
534834	BULLINJA	JACKSON BULLINGTON					

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 06/22/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534834	BULLINJA	JACKSON BULLINGTON					
	MAY 26-JUNE 07	06/10/21	01	UMPIRE	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
534835	CAPERS	CAPERS LLC					
	INV-0885	06/01/21	01	SOFTWARE MAINTENANCE AGREEMENT	01-210-54-00-5462		5,000.00
					INVOICE TOTAL:		5,000.00 *
					CHECK TOTAL:		5,000.00
534836	COMED	COMMONWEALTH EDISON					
	0435057364-0521	05/25/21	01	04/27-05/25 RT126 & STAGECOACH	23-230-54-00-5482		5.30
					INVOICE TOTAL:		5.30 *
	6819027011-0521	06/03/21	01	04/27-06/02 PR BUILDINGS	79-795-54-00-5480		171.90
					INVOICE TOTAL:		171.90 *
	7982120022-0521	06/01/21	01	04/28-05/27 609 N BRIDGE	01-110-54-00-5480		16.40
					INVOICE TOTAL:		16.40 *
					CHECK TOTAL:		193.60
534837	COREMAIN	CORE & MAIN LP					
	O227039	05/14/21	01	METER COUPLING	51-510-56-00-5664		782.16
					INVOICE TOTAL:		782.16 *
	O257204	05/21/21	01	METER WIRE	51-510-56-00-5664		423.10
					INVOICE TOTAL:		423.10 *
					CHECK TOTAL:		1,205.26

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 06/22/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534838	COXLAND	COX LANDSCAPING LLC					
	191233	06/05/21	01	MAY 2021 LAWN MOWING	11-111-54-00-5495		1,266.68
					INVOICE TOTAL:		1,266.68 *
	191234	06/05/21	01	MAY 2021 LAWN MOWING	12-112-54-00-5495		1,100.00
					INVOICE TOTAL:		1,100.00 *
					CHECK TOTAL:		2,366.68
534839	DEEST	THOMAS DEES					
	MAY 26-JUNE 07	06/10/21	01	UMPIRE	79-795-54-00-5462		110.00
					INVOICE TOTAL:		110.00 *
					CHECK TOTAL:		110.00
534840	DELAGE	DLL FINANCIAL SERVICES INC					
	72538750	05/17/21	01	JUN 2021 COPIER LEASE	01-110-54-00-5485		113.46
			02	JUN 2021 COPIER LEASE	01-120-54-00-5485		75.64
			03	JUN 2021 COPIER LEASE	01-220-54-00-5485		189.10
			04	JUN 2021 COPIER LEASE	01-210-54-00-5485		299.10
			05	JUN 2021 COPIER LEASE	01-410-54-00-5485		44.67
			06	JUN 2021 COPIER LEASE	51-510-54-00-5485		44.67
			07	JUN 2021 COPIER LEASE	52-520-54-00-5485		44.67
			08	JUN 2021 COPIER LEASE	79-790-54-00-5485		94.55
			09	JUN 2021 COPIER LEASE	79-795-54-00-5485		94.54
					INVOICE TOTAL:		1,000.40 *
	72538814	05/17/21	01	JUL 2021 MANAGED PRNT SERVICES	01-110-54-00-5485		112.33
			02	JUL 2021 MANAGED PRNT SERVICES	01-210-54-00-5485		112.33
			03	JUL 2021 MANAGED PRNT SERVICES	01-120-54-00-5485		37.44
			04	JUL 2021 MANAGED PRNT SERVICES	51-510-54-00-5485		50.18
			05	JUL 2021 MANAGED PRNT SERVICES	52-520-54-00-5485		12.36
			06	JUL 2021 MANAGED PRNT SERVICES	01-410-54-00-5485		12.36
					INVOICE TOTAL:		337.00 *
					CHECK TOTAL:		1,337.40

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 06/22/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534841	DORNER	DORNER PRODUCTS, INC					
	157484-IN	05/19/21	01	CLA-VAL MODEL REPAIR	51-510-54-00-5445		243.00
					INVOICE TOTAL:		243.00 *
				CHECK TOTAL:			243.00
534842	DUTEK	THOMAS & JULIE FLETCHER					
	1014105	05/17/21	01	BALL VALVE, FITTING	52-520-56-00-5628		72.00
					INVOICE TOTAL:		72.00 *
				CHECK TOTAL:			72.00
534843	FIRST	FIRST PLACE RENTAL					
	322034	05/25/21	01	TRENCHER RENTAL	01-410-54-00-5485		216.60
					INVOICE TOTAL:		216.60 *
				CHECK TOTAL:			216.60
534844	FIRSTRSP	FIRST RESPONDERS WELLNESS					
	8699	06/01/21	01	WELLNESS CHECKS	01-210-54-00-5412		5,600.00
					INVOICE TOTAL:		5,600.00 *
				CHECK TOTAL:			5,600.00
534845	FOXVALLE	FOX VALLEY TROPHY & AWARDS					
	36787	05/27/21	01	CRUISE NIGHT TROPHIES	79-795-56-00-5606		56.00
					INVOICE TOTAL:		56.00 *
				CHECK TOTAL:			56.00
534846	GARDKOCH	GARDINER KOCH & WEISBERG					

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	

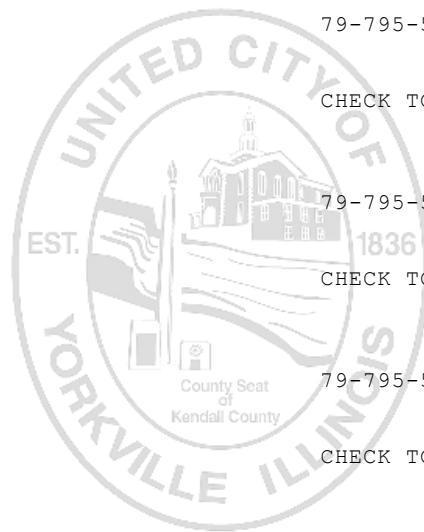
INVOICES DUE ON/BEFORE 06/22/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534846	GARDKOCH	GARDINER KOCH & WEISBERG					
	H-2364C-3830	06/09/21	01	KIMBALL HILL I MATTERS	01-640-54-00-5461		1,906.00
					INVOICE TOTAL:		1,906.00 *
	H-3586C-3832	06/09/21	01	NICHOLSON MATTERS	01-640-54-00-5461		308.00
					INVOICE TOTAL:		308.00 *
					CHECK TOTAL:		2,214.00
534847	GLATFELT	GLATFELTER UNDERWRITING SRVS.					
	188055121-6	05/31/21	01	LIABILITY INS INSTLLMNT#6	01-640-52-00-5231		11,172.96
			02	LIABILITY INS INSTLLMNT#6-PR	01-640-52-00-5231		2,272.85
			03	LIABILITY INS INSTLLMNT#6	51-510-52-00-5231		1,059.52
			04	LIABILITY INS INSTLLMNT#6	52-520-52-00-5231		478.59
			05	LIABILITY INS INSTLLMNT#6	82-820-52-00-5231		903.08
					INVOICE TOTAL:		15,887.00 *
					CHECK TOTAL:		15,887.00
534848	GOLINSKA	ANDREW GOLINSKI					
	MAY 26-JUNE 07	06/10/21	01	UMPIRE	79-795-54-00-5462		35.00
					INVOICE TOTAL:		35.00 *
					CHECK TOTAL:		35.00
534849	GOSSA	ALLEN R. GOSS					
	MAY 26-JUNE 07	06/10/21	01	UMPIRE	79-795-54-00-5462		55.00
					INVOICE TOTAL:		55.00 *
					CHECK TOTAL:		55.00
534850	GRANDREN	GRAND RENTAL STATION					

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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534850	GRANDREN	GRAND RENTAL STATION					
	37151	05/28/21	01	BEER TABLES FOR MARGARITAS EN	79-795-56-00-5606		222.00
			02	MAYO	** COMMENT **		
					INVOICE TOTAL:		222.00 *
					CHECK TOTAL:		222.00
534851	GRIFFINC	COLIN GRIFFIN					
	MAY 26-JUNE 07	06/10/21	01	UMPIRE	79-795-54-00-5462		65.00
					INVOICE TOTAL:		65.00 *
					CHECK TOTAL:		65.00
534852	HANSONE	ETHAN HANSON					
	MAY 26-JUNE 07	06/10/21	01	UMPIRE	79-795-54-00-5462		75.00
					INVOICE TOTAL:		75.00 *
					CHECK TOTAL:		75.00
534853	HAWKINSJ	JACKSON HAWKINSON					
	MAY 26-JUNE 07	06/10/21	01	UMPIRE	79-795-54-00-5462		95.00
					INVOICE TOTAL:		95.00 *
					CHECK TOTAL:		95.00
534854	HOOPERN	NOLAN HOOPER					
	MAY 26-JUNE 07	06/10/21	01	UMPIRE	79-795-54-00-5462		45.00
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
534855	IMPACT	IMPACT NETWORKING, LLC					



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

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
534855	IMPACT	IMPACT NETWORKING, LLC						
	2144435	05/26/21	01	MAY 2021 COPY CHARGES	01-110-54-00-5430		84.40	
			02	MAY 2021 COPY CHARGES	01-120-54-00-5430		28.13	
			03	MAY 2021 COPY CHARGES	01-220-54-00-5430		49.35	
			04	MAY 2021 COPY CHARGES	01-210-54-00-5430		77.75	
			05	MAY 2021 COPY CHARGES	01-410-54-00-5462		5.13	
			06	MAY 2021 COPY CHARGES	51-510-54-00-5430		5.13	
			07	MAY 2021 COPY CHARGES	52-520-54-00-5430		5.13	
			08	MAY 2021 COPY CHARGES	79-790-54-00-5462		39.32	
			09	MAY 2021 COPY CHARGES	79-790-54-00-5462		39.31	
				INVOICE TOTAL:				333.65 *
				CHECK TOTAL:				333.65
534856	IMPERINV	IMPERIAL INVESTMENTS						
	APR 2021-REBATE	06/08/21	01	APR 2021 BUS. DIST.TAX REBATE	01-000-24-00-2488		5,393.10	
				INVOICE TOTAL:				5,393.10 *
				CHECK TOTAL:				5,393.10
534857	INGEMUNS	INGEMUNSON LAW OFFICES LTD						
	9083	06/01/21	01	05/03 & 05/10 ADMIN HEARINGS	01-210-54-00-5467		300.00	
				INVOICE TOTAL:				300.00 *
				CHECK TOTAL:				300.00
534858	IRVINGS	STEPHEN IRVING						
	060321	06/03/21	01	UMPIRE	79-795-54-00-5462		160.00	
				INVOICE TOTAL:				160.00 *
				CHECK TOTAL:				160.00
534859	IRWA	ILLINOIS RURAL WATER						

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 06/22/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534859	IRWA	ILLINOIS RURAL WATER					
	30312	05/18/21	01	2021 MEMBERSHIP RENEWAL	51-510-54-00-5460		508.00
					INVOICE TOTAL:		508.00 *
					CHECK TOTAL:		508.00
534860	KENCOM	KENCOM PUBLIC SAFETY DISPATCH					
	368	03/10/21	01	TYLER/NEW WORLD MAINTENANCE	01-640-54-00-5449		13,692.89
			02	AGREEMENT RENEWAL	** COMMENT **		
					INVOICE TOTAL:		13,692.89 *
					CHECK TOTAL:		13,692.89
534861	KENDCROS	KENDALL CROSSING, LLC					
	BD REBATE 04/21	06/08/21	01	APR 2021 BUSINESS TAX REBATE	01-000-24-00-2487		2,716.32
					INVOICE TOTAL:		2,716.32 *
					CHECK TOTAL:		2,716.32
534862	KONEINC	KONE INC.					
	959889531	06/01/21	01	JUN 2021 ELEVATOR MAINTENANCE	24-216-54-00-5446		165.76
					INVOICE TOTAL:		165.76 *
					CHECK TOTAL:		165.76
534863	LAUTAMEN	LAUTERBACH & AMEN, LLP					
	56180	05/31/21	01	FOR PROFESSIONAL SERVICES	01-120-54-00-5414		15,000.00
			02	RENDERED IN CONNECTION WITH	** COMMENT **		
			03	THE AUDIT OF THE FINANCIAL	** COMMENT **		
			04	STATEMENTS FOR FYE 2021	** COMMENT **		
					INVOICE TOTAL:		15,000.00 *
					CHECK TOTAL:		15,000.00

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

INVOICES DUE ON/BEFORE 06/22/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534864	LIPSCOJA	JACOB LIPSCOMB					
	MAY 26-JUNE 07	06/10/21	01	UMPIRE	79-795-54-00-5462		55.00
					INVOICE TOTAL:		55.00 *
				CHECK TOTAL:			55.00
534865	LOHERG	GAVIN DANIEL LOHER					
	MAY 26-JUNE 07	06/10/21	01	UMPIRE	79-795-54-00-5462		65.00
					INVOICE TOTAL:		65.00 *
				CHECK TOTAL:			65.00
534866	MARINEBI	INNOVATIVE WATER CARE LLC					
	2021-01690-00	05/19/21	01	SEASONAL SERVICE AGREEMENT	12-112-54-00-5416		817.00
					INVOICE TOTAL:		817.00 *
				CHECK TOTAL:			817.00
534867	MARKER	MARKER INC					
	807 FREEMONT	06/02/21	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
				CHECK TOTAL:			5,000.00
534868	MCCUE	MC CUE BUILDERS, INC.					
	1172 TAUS CIRCLE	06/08/21	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
	541 OMAHA DR	06/08/21	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
				CHECK TOTAL:			10,000.00

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

INVOICES DUE ON/BEFORE 06/22/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534869	MCCURDYK	KYLE DEAN MCCURDY					
	MAY 26-JUNE 07	06/10/21	01	UMPIRE	79-795-54-00-5462		175.00
					INVOICE TOTAL:		175.00 *
				CHECK TOTAL:			175.00
534870	MEHOCHKR	RYAM MEHOCHKO					
	MAY 26-JUNE 07	06/10/21	01	UMPIRE	79-795-54-00-5462		90.00
					INVOICE TOTAL:		90.00 *
				CHECK TOTAL:			90.00
534871	MENLAND	MENARDS - YORKVILLE					
	15204-21	05/19/21	01	PEX BLUE STICK, CABLE TIES,	79-790-56-00-5640		46.26
			02	BUG SPRAY	** COMMENT **		
					INVOICE TOTAL:		46.26 *
	15205	05/19/21	01	SIDING, CAULK, PVC TRIM	79-790-56-00-5640		88.01
					INVOICE TOTAL:		88.01 *
	15299	05/20/21	01	WEED KILLER	79-790-56-00-5640		27.76
					INVOICE TOTAL:		27.76 *
	15692	05/24/21	01	GARBAGE BAGS, SOAP, BUG SPRAY	52-520-56-00-5620		68.94
					INVOICE TOTAL:		68.94 *
	15693	05/24/21	01	CHARGER	79-790-56-00-5620		28.99
					INVOICE TOTAL:		28.99 *
	15694	05/24/21	01	PAINT	79-790-56-00-5640		69.96
					INVOICE TOTAL:		69.96 *
	15745	05/24/21	01	DUST PAN	79-795-56-00-5607		0.99
					INVOICE TOTAL:		0.99 *

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	

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534871	MENLAND	MENARDS - YORKVILLE					
	15875	05/26/21	01	DUCT SEALING COMPOUND	51-510-56-00-5620		4.18
					INVOICE TOTAL:		4.18 *
	15876-21	05/26/21	01	CUP LINERS, BRUSH, FLEXIO 3000	79-790-56-00-5640		180.93
					INVOICE TOTAL:		180.93 *
	15932	05/26/21	01	BUNGEE SET	79-795-56-00-5606		15.92
					INVOICE TOTAL:		15.92 *
	16056-21	05/28/21	01	NIPPLES	51-510-56-00-5638		9.87
					INVOICE TOTAL:		9.87 *
				CHECK TOTAL:			541.81
534872	MIDAM	MID AMERICAN WATER					
	188426A	05/25/21	01	METAL PIPE, COUPLING	01-410-56-00-5640		836.80
					INVOICE TOTAL:		836.80 *
				CHECK TOTAL:			836.80
534873	MIDWSALT	MIDWEST SALT					
	P457944	06/01/21	01	BULK ROCK SALT	51-510-56-00-5638		2,716.77
					INVOICE TOTAL:		2,716.77 *
	P457961	06/02/21	01	BULK ROCK SALT	51-510-56-00-5638		2,781.03
					INVOICE TOTAL:		2,781.03 *
				CHECK TOTAL:			5,497.80
534874	MUNICODE	MUNICODE					
	00358934	06/08/21	01	CODE OF ORDINANCES UPDATE	01-110-54-00-5451		1,242.00
					INVOICE TOTAL:		1,242.00 *
				CHECK TOTAL:			1,242.00

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 06/22/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534875	NEOPOST	QUADIENT FINANCE USA, INC					
	060321-PR	06/03/21	01	POSTAGE MACHINE REFILL	79-000-14-00-1410		300.00
					INVOICE TOTAL:		300.00 *
					CHECK TOTAL:		300.00
534876	NICOR	NICOR GAS					
	00-41-22-8748 4-0521	06/02/21	01	05/03-06/02 1107 PRAIRIE	01-110-54-00-5480		43.62
					INVOICE TOTAL:		43.62 *
	15-4-61-3532 5-0521	06/02/21	01	05/03-06/02 1991 CANNONBALL	01-110-54-00-5480		44.74
					INVOICE TOTAL:		44.74 *
	15-41-50-1000 6-0521	06/03/21	01	05/03-06/02 804 GAME FARM RD	01-110-54-00-5480		218.57
					INVOICE TOTAL:		218.57 *
	20-52-56-2042 1-0521	05/28/21	01	04/29-05/28 420 FAIRHAVEN	01-110-54-00-5480		126.80
					INVOICE TOTAL:		126.80 *
	40-52-64-8356 1-0521	06/04/21	01	05/05-06/04 102 E VAN EMMON	01-110-54-00-5480		143.12
					INVOICE TOTAL:		143.12 *
	61-60-41-1000 9-0521	06/04/21	01	05/04-06/03 610 TOWER	01-110-54-00-5480		135.64
					INVOICE TOTAL:		135.64 *
	83-80-00-1000 7-0521	06/04/21	01	05/04-06/03 610 TOWER UNIT B	01-110-54-00-5480		58.64
					INVOICE TOTAL:		58.64 *
	95-16-10-1000 4-0521	06/04/21	01	05/04-06/03 1 RT47	01-110-54-00-5480		39.53
					INVOICE TOTAL:		39.53 *
					CHECK TOTAL:		810.66
D002103	ORRK	KATHLEEN FIELD ORR & ASSOC.					

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 06/22/2021

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D002103	ORRK	KATHLEEN FIELD ORR & ASSOC.					
	16542	06/04/21	01	MISC CITY LEGAL MATTERS	01-640-54-00-5456		4,653.00
			02	DOWNTOWN TIF LEGAL MATTERS	88-880-54-00-5462		330.00
			03	DOWNTOWN TIF II LEGAL MATTERS	89-890-54-00-5462		88.00
			04	GRAND RESERVE LEGAL MATTERS	90-163-00-00-0011		1,760.00
			05	MEETINGS	01-640-54-00-5456		1,000.00
					INVOICE TOTAL:		7,831.00 *
					DIRECT DEPOSIT TOTAL:		7,831.00
534877	PEARSONS	STEVE PEARSON					
	MAY 26-JUNE 07	06/10/21	01	UMPIRE	79-795-54-00-5462		55.00
					INVOICE TOTAL:		55.00 *
					CHECK TOTAL:		55.00
534878	PEPSI	PEPSI-COLA GENERAL BOTTLE					
	51681809	06/01/21	01	BEECHER CONCESSION DRINKS	79-795-56-00-5607		181.61
					INVOICE TOTAL:		181.61 *
					CHECK TOTAL:		181.61
534879	PITSTOP	PIT STOP					
	PS374519	06/03/21	01	05/07-06/03 PORTOLET	79-795-56-00-5620		182.00
			02	SERVICE-TOWN SQUARE PARK	** COMMENT **		
					INVOICE TOTAL:		182.00 *
	PS374520	06/03/21	01	05/07-06/03 PORTOLET	79-795-56-00-5620		262.00
			02	SERVICE-RIVERFRONT PARK	** COMMENT **		
					INVOICE TOTAL:		262.00 *
	PS374521	06/03/21	01	05/07-06/03 PORTOLET	79-795-56-00-5620		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 06/22/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534879	PITSTOP	PIT STOP					
	PS374521	06/03/21	02	SERVICE-VAN EMMON PARK	** COMMENT **		
					INVOICE TOTAL:		80.00 *
	PS374522	06/03/21	01	05/07-06/03 PORTOLET	79-795-56-00-5620		80.00
			02	SERVICE-FOX HILL WEST	** COMMENT **		
					INVOICE TOTAL:		80.00 *
	PS374523	06/03/21	01	05/07-06/03 PORTOLET	79-795-56-00-5620		80.00
			02	SERVICE-FOX HILL EAST	** COMMENT **		
					INVOICE TOTAL:		80.00 *
	PS374524	06/03/21	01	05/07-06/03 PORTOLET	79-795-56-00-5620		182.00
			02	SERVICE-BEECHER PARK	** COMMENT **		
					INVOICE TOTAL:		182.00 *
	PS374525	06/03/21	01	05/07-06/03 PORTOLET	79-795-56-00-5620		80.00
			02	SERVICE-ROTARY PARK	** COMMENT **		
					INVOICE TOTAL:		80.00 *
	PS374526	06/03/21	01	05/07-06/03 PORTOLET	79-795-56-00-5620		102.00
			02	SERVICE-SPLASH PAD	** COMMENT **		
					INVOICE TOTAL:		102.00 *
	PS374527	06/03/21	01	05/07-06/03 PORTOLET	79-795-56-00-5620		118.93
			02	SERVICE-BRISTOL BAY	** COMMENT **		
					INVOICE TOTAL:		118.93 *
	PS374528	06/03/21	01	05/07-06/03 PORTOLET	79-795-56-00-5620		80.00
			02	SERVICE-BRIDGE PARK	** COMMENT **		
					INVOICE TOTAL:		80.00 *
	PS374529	06/03/21	01	05/07-06/03 PORTOLET	79-795-56-00-5620		102.00
			02	SERVICE-AMERICAN LEGION	** COMMENT **		
					INVOICE TOTAL:		102.00 *

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 06/22/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534879	PITSTOP	PIT STOP					
	PS374530	06/03/21	01	05/07-06/03 PORTOLET	79-795-56-00-5620		80.00
			02	SERVICE-RAINTREE PARK	** COMMENT **		
				INVOICE TOTAL:			80.00 *
	PS374531	06/12/21	01	05/07-06/03 PORTOLET	79-795-56-00-5620		80.00
			02	SERVICE-CANNONBALL RIDGE	** COMMENT **		
				INVOICE TOTAL:			80.00 *
	PS374532	06/12/21	01	05/07-06/03 PORTOLET	79-795-56-00-5620		80.00
			02	SERVICE-GREEN PARK	** COMMENT **		
				INVOICE TOTAL:			80.00 *
	PS374534	06/03/21	01	05/07-06/03 PORTOLET	79-795-56-00-5620		160.00
			02	SERVICE-RIEMENSCHNEIDER PARK	** COMMENT **		
				INVOICE TOTAL:			160.00 *
	PS374535	06/03/21	01	05/07-06/03 PORTOLET	79-795-56-00-5620		469.00
			02	SERVICE-BRISTOL BAY PARK	** COMMENT **		
				INVOICE TOTAL:			469.00 *
	PS374536	06/03/21	01	05/07-06/03 PORTOLET	79-795-56-00-5620		80.00
			02	SERVICE-SLEEPING STONES PARK	** COMMENT **		
				INVOICE TOTAL:			80.00 *
	PS374537	06/03/21	01	05/07-06/03 PORTOLET	79-795-56-00-5620		392.00
			02	SERVICE-DOWNTOWN	** COMMENT **		
				INVOICE TOTAL:			392.00 *
	PS374538	06/03/21	01	05/07-06/03 PORTOLET	79-795-56-00-5620		400.00
			02	SERVICE-SOUTHBANK BBQ	** COMMENT **		
				INVOICE TOTAL:			400.00 *
	PS374539	06/03/21	01	05/07-06/03 PORTOLET	79-795-56-00-5620		80.00
			02	SERVICE-HIDING SPOT PARK	** COMMENT **		
				INVOICE TOTAL:			80.00 *
				CHECK TOTAL:			3,169.93

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 06/22/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534880	PRINTSRC	LAMBERT PRINT SOURCE, LLC					
	2224	06/08/21	01	GOLF OUTING GOLF BALL KIT	79-795-56-00-5606		480.00
					INVOICE TOTAL:		480.00 *
	2225	06/08/21	01	GOLF OUTING SIGNS & BANNERS	79-795-56-00-5606		602.10
					INVOICE TOTAL:		602.10 *
	2227	06/08/21	01	GOLF OUTING SIGNS	79-795-56-00-5606		22.50
					INVOICE TOTAL:		22.50 *
				CHECK TOTAL:			1,104.60
534881	R0001975	RYAN HOMES					
	2002 SQUIRE	06/02/21	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		7,500.00
					INVOICE TOTAL:		7,500.00 *
	2007 SQUIRE	06/02/21	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
				CHECK TOTAL:			12,500.00
534882	R0002288	LENNAR					
	1052 CANARY	06/02/21	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
	1054 CANARY	06/02/21	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
	1062 CANARY	06/02/21	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
	1196 HAWK HOLLOW	06/02/21	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		375.00
					INVOICE TOTAL:		375.00 *

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 06/22/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534882	R0002288 LENNAR						
	2154 HARFIELD	06/02/21	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
	545 MANCHESTER	06/02/21	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		1,000.00
					INVOICE TOTAL:		1,000.00 *
	569 MANCHESTER	06/02/21	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
	574 COACH	06/02/21	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
				CHECK TOTAL:			31,375.00
534883	REDWING RED WING STORE - AURORA						
	20210610039400	06/10/21	01	WORK BOOTS-SOELKE	52-520-56-00-5600		170.99
					INVOICE TOTAL:		170.99 *
				CHECK TOTAL:			170.99
534884	RICHJEFF JEFF RICHARDSON						
	MAY 26-JUNE 07	06/10/21	01	UMPIRE	79-795-54-00-5462		55.00
					INVOICE TOTAL:		55.00 *
				CHECK TOTAL:			55.00
534885	RIETZR ROBERT L. RIETZ JR.						
	060321	06/03/21	01	UMPIRE	79-795-54-00-5462		120.00
					INVOICE TOTAL:		120.00 *
				CHECK TOTAL:			120.00

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

INVOICES DUE ON/BEFORE 06/22/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534886	ROBERTSE	EMMA ROBERTS					
	MAY 26-JUNE 07	06/10/21	01	UMPIRE	79-795-54-00-5462		55.00
					INVOICE TOTAL:		55.00 *
					CHECK TOTAL:		55.00
D002104	RUNYONM	MARK RUNYON					
	MAY 26-JUNE 07	06/10/21	01	UMPIRE	79-795-54-00-5462		55.00
					INVOICE TOTAL:		55.00 *
					DIRECT DEPOSIT TOTAL:		55.00
534887	SCHMIDTB	BRYSON SCHMIDT					
	MAY 26-JUNE 07	06/10/21	01	UMPIRE	79-795-54-00-5462		95.00
					INVOICE TOTAL:		95.00 *
					CHECK TOTAL:		95.00
534888	SEBIS	SEBIS DIRECT					
	32907	05/11/21	01	APR 2021 UTILITY BILLING	01-120-54-00-5430		359.67
			02	APR 2021 UTILITY BILLING	51-510-54-00-5430		481.88
			03	APR 2021 UTILITY BILLING	52-520-54-00-5430		224.80
			04	APR 2021 UTILITY BILLING	79-795-54-00-5426		261.88
					INVOICE TOTAL:		1,328.23 *
					CHECK TOTAL:		1,328.23
534889	SHOREWOO	SHOREWOOD HOME & AUTO					
	01-252411	06/08/21	01	MOWER	25-225-60-00-6060		11,999.00
					INVOICE TOTAL:		11,999.00 *
					CHECK TOTAL:		11,999.00

01-110 ADMINISTRATION	12-112 SUNFLOWER SSA	42-420 DEBT SERVICE	83-830 LIBRARY DEBT SERVICE
01-120 FINANCE	15-155 MOTOR FUEL TAX (MFT)	51-510 WATER OPERATIONS	84-840 LIBRARY CAPITAL
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534890	SHOWALT	SHOWALTER ROOFING SERVICE, INC					
	40035	06/08/21	01	LIBRARY ROOFING REPAIR	82-820-54-00-5495		2,067.00
					INVOICE TOTAL:		2,067.00 *
					CHECK TOTAL:		2,067.00
534891	SUBURLAB	SUBURBAN LABORATORIES INC.					
	189384	05/28/21	01	COLIFORM	51-510-54-00-5429		434.00
					INVOICE TOTAL:		434.00 *
					CHECK TOTAL:		434.00
534892	SUPERIOR	SUPERIOR ASPHALT MATERIALS LLC					
	20210456	05/24/21	01	ASPHALT	23-230-56-00-5632		1,955.80
					INVOICE TOTAL:		1,955.80 *
					CHECK TOTAL:		1,955.80
534893	TKBASSOC	TKB ASSOCIATES, INC.					
	14295	05/17/21	01	LASERFICHE SERVER ANNUAL	01-640-54-00-5450		2,719.00
			02	RENEWAL	** COMMENT **		
					INVOICE TOTAL:		2,719.00 *
					CHECK TOTAL:		2,719.00
534894	TRAFFIC	TRAFFIC CONTROL CORPORATION					
	128862	05/20/21	01	COLLARED NIPPED	01-410-54-00-5435		63.00
					INVOICE TOTAL:		63.00 *
					CHECK TOTAL:		63.00
534895	UAPEVENT	UAP ENTERPRISES LLC					

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 06/22/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534895	UAPEVENT	UAP ENTERPRISES LLC					
	2021 RVR FST	06/10/21	01	2021 RIVER FEST BAND -	79-795-56-00-5606		1,500.00
			02	NASHVILLE ELECTRIC	** COMMENT **		
					INVOICE TOTAL:		1,500.00 *
					CHECK TOTAL:		1,500.00
534896	UAPEVENT	UAP ENTERPRISES LLC					
	2021 RVR FST 2	06/10/21	01	2021 RIVER FEST BAND -	79-795-56-00-5606		750.00
			02	PRAIRIE STATION	** COMMENT **		
					INVOICE TOTAL:		750.00 *
					CHECK TOTAL:		750.00
534897	VERMONT	VERMONT SYSTEMS					
	69991	04/27/21	01	RECTRAC/WEBTRAC ANNUAL	79-795-54-00-5462		5,538.00
			02	MAINTENANCE RENEWAL	** COMMENT **		
					INVOICE TOTAL:		5,538.00 *
					CHECK TOTAL:		5,538.00
534898	VOITIKM	MICHAEL VOITIK					
	060321	06/03/21	01	UMFIRE	79-795-54-00-5462		160.00
					INVOICE TOTAL:		160.00 *
					CHECK TOTAL:		160.00
534899	WHISKEY	CRAIG COX					
	2021 RVR FST	06/10/21	01	2021 RIVERFEST BAND	79-795-56-00-5606		1,600.00
					INVOICE TOTAL:		1,600.00 *
					CHECK TOTAL:		1,600.00

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

INVOICES DUE ON/BEFORE 06/22/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534900	WILLMAN	WILLMAN & GROESCH					
	4256	05/25/21	01	703 TERI LN SIDEWALK REPAIR	23-230-60-00-6041		640.00
					INVOICE TOTAL:		640.00 *
					CHECK TOTAL:		640.00
534901	WIREWIZ	WIRE WIZARD OF ILLINOIS, INC					
	355783	06/01/21	01	JULY-SEPT ALARM MONITORING AT	52-520-54-00-5444		138.00
			02	LIFT STATIONS	** COMMENT **		
					INVOICE TOTAL:		138.00 *
					CHECK TOTAL:		138.00
D002105	YBSD	YORKVILLE BRISTOL					
	2021.005	06/09/21	01	JUN 2021 LANDFILL EXPENSE	51-510-54-00-5445		14,158.08
					INVOICE TOTAL:		14,158.08 *
	21-MAY	06/03/21	01	MAY 2021 SANITARY FEES	95-000-24-00-2450		337,235.41
					INVOICE TOTAL:		337,235.41 *
	MAY-21	06/03/21	01	MAY 2021 PERMIT FEES	95-000-24-00-2454		11,200.00
					INVOICE TOTAL:		11,200.00 *
					DIRECT DEPOSIT TOTAL:		362,593.49
534902	YORKACE	YORKVILLE ACE & RADIO SHACK					
	173387	05/14/21	01	CHAIN LOOP	01-410-56-00-5630		84.96
					INVOICE TOTAL:		84.96 *
	173520	06/02/21	01	STRING TRIMMER	01-410-56-00-5630		305.99
					INVOICE TOTAL:		305.99 *
					CHECK TOTAL:		390.95

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

INVOICES DUE ON/BEFORE 06/22/2021

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
534903	YORKPRPC	YORKVILLE PARK & REC					
	2021 RVR FST	06/03/21	01	2021 RIVERFEST START UP CASH	79-795-56-00-5606		3,000.00
					INVOICE TOTAL:		3,000.00 *
					CHECK TOTAL:		3,000.00
534904	YOUNGM	MARLYS J. YOUNG					
	051821	06/07/21	01	05/18/21 PW MEETING MINUTES	01-110-54-00-5462		53.75
					INVOICE TOTAL:		53.75 *
					CHECK TOTAL:		53.75
534905	00000000	TOTAL DEPOSIT					
	062221	06/22/21	01	TOTAL DIRECT DEPOSITS			371,308.49
					INVOICE TOTAL:		371,308.49 *
				< THIS CHECK IS USED TO BALANCE YOUR ACCOUNT FOR DIRECT DEPOSITS >	CHECK TOTAL:		371,308.49
					TOTAL CHECKS PAID:		191,342.16
					TOTAL DEPOSITS PAID:		371,308.49
					TOTAL AMOUNT PAID:		562,650.65

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

June 11, 2021

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	\$ 22,668.83	\$ -	22,668.83	\$ 2,535.17	\$ 1,708.19	\$ 26,912.19
FINANCE	17,257.12	-	17,257.12	1,933.93	1,310.64	\$ 20,501.69
POLICE	135,315.62	6,282.94	141,598.56	719.52	10,548.78	\$ 152,866.86
COMMUNITY DEV.	27,853.09	-	27,853.09	3,127.81	2,095.16	\$ 33,076.06
STREETS	18,006.47	-	18,006.47	1,957.85	1,294.06	\$ 21,258.38
WATER	18,259.07	408.84	18,667.91	2,037.37	1,367.35	\$ 22,072.63
SEWER	10,238.12	-	10,238.12	1,137.45	749.50	\$ 12,125.07
PARKS	26,431.63	-	26,431.63	2,800.13	1,966.95	\$ 31,198.71
RECREATION	14,212.63	-	14,212.63	1,376.71	1,072.32	\$ 16,661.66
LIBRARY	14,859.84	-	14,859.84	975.83	1,101.16	\$ 16,936.83
TOTALS	\$ 305,102.42	\$ 6,691.78	\$ 311,794.20	\$ 18,601.77	\$ 23,214.11	\$ 353,610.08

TOTAL PAYROLL \$ 353,610.08



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, June 22, 2021

ACCOUNTS PAYABLE

DATE

FY 21

City Check Register - FY 21 *(Pages 1 - 4)*

06/22/2021 \$ 78,225.15

SUB-TOTAL: \$ 78,225.15

FY 22

Clerk's Check #131187 Kendall County Recorder - FY 22 *(Page 5)*

06/04/2021 \$ 469.00

Manual City Check Register - FY 22 *(Page 6)*

06/11/2021 2,112.25

City Check Register - FY 22 *(Pages 7 - 29)*

06/08/2021 562,650.65

SUB-TOTAL: \$565,231.90

PAYROLL

Bi - Weekly *(Page 30)*

06/11/2021 \$ 353,610.08

SUB-TOTAL: \$ 353,610.08

TOTAL DISBURSEMENTS: \$ 997,067.13



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input checked="" 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

Consent Agenda #3

Tracking Number

ADM 2021-24

Agenda Item Summary Memo

Title: Treasurer's Report for March, April, and May 2021

Meeting and Date: City Council – June 22, 2021

Synopsis: _____

Council Action Previously Taken:

Date of Action: ADM 06-16-21 Action Taken: Moved forward to CC consent agenda.

Item Number: ADM 2021-24

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Rob Fredrickson

Name

Finance

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



UNITED CITY OF YORKVILLE

TREASURER'S REPORT - for the month ending March 31, 2021

Cash Basis

	Beginning Fund Balance	March Revenues	YTD Revenues	Revenue Budget	% of Budget	March Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	\$ 7,512,060	\$ 1,540,398	\$ 17,519,360	\$ 17,336,736	101%	\$ 1,246,318	\$ 14,090,683	\$ 17,652,382	80%	\$ 10,940,737
Special Revenue Funds										
15 - Motor Fuel Tax	695,707	260,961	1,364,069	813,861	168%	33,451	804,389	1,117,462	72%	1,255,387
79 - Parks and Recreation	411,485	188,127	1,641,104	2,247,300	73%	144,478	1,645,336	2,616,762	63%	407,253
72 - Land Cash	247,841	2,477	18,202	33,858	54%	-	225,873	240,287	94%	40,170
87 - Countryside TIF	(1,141,784)	-	151,422	153,965	98%	956	219,794	222,486	99%	(1,210,156)
88 - Downtown TIF	(1,237,549)	-	70,677	76,000	93%	3,415	278,643	306,052	91%	(1,445,514)
89 - Downtown TIF II	(73,799)	-	47,342	25,000	0%	165	21,357	44,500	48%	(47,814)
11 - Fox Hill SSA	13,492	-	16,034	16,034	100%	-	18,198	37,326	49%	11,328
12 - Sunflower SSA	(16,200)	-	20,363	20,363	100%	2,450	11,632	20,326	57%	(7,469)
Debt Service Fund										
42 - Debt Service	-	27,219	301,100	323,225	93%	-	323,225	323,225	100%	(22,125)
Capital Project Funds										
25 - Vehicle & Equipment	511,692	70,116	498,355	553,323	90%	30,393	513,299	756,294	68%	496,748
23 - City-Wide Capital	588,155	89,859	1,618,822	1,381,670	117%	82,794	2,921,735	3,669,147	80%	(714,758)
Enterprise Funds										
* 51 - Water	3,268,245	90,579	4,624,031	4,652,087	99%	276,430	4,311,686	5,828,132	74%	3,580,590
* 52 - Sewer	1,222,388	43,945	1,637,109	1,817,867	90%	54,020	2,148,163	2,286,552	94%	711,334
Library Funds										
82 - Library Operations	578,607	2,606	1,624,629	1,647,343	99%	55,191	1,519,740	1,664,378	91%	683,496
84 - Library Capital	123,583	12,414	100,293	50,500	199%	4,737	48,679	75,500	64%	175,197
Total Funds	\$ 12,703,923	\$ 2,328,700	\$ 31,252,912	\$ 31,149,132	100%	\$ 1,934,798	\$ 29,102,429	\$ 36,860,811	79%	\$ 14,854,405

* Fund Balance Equivalency

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

Rob Fredrickson, Finance Director/Treasurer



UNITED CITY OF YORKVILLE

TREASURER'S REPORT - for the month ending April 30, 2021

Cash Basis

	Beginning Fund Balance	April Revenues	YTD Revenues	Revenue Budget	% of Budget	April Expenses	YTD Expenses	Expense Budget	% of Budget	Projected Ending Fund Balance
General Fund										
01 - General	\$ 7,512,060	\$ 1,465,392	\$ 18,984,752	\$ 17,336,736	110%	\$ 1,437,443	\$ 15,522,228	\$ 17,652,382	88%	\$ 10,974,584
Special Revenue Funds										
15 - Motor Fuel Tax	695,707	53,900	1,417,969	813,861	174%	6,149	810,537	1,117,462	73%	1,303,139
79 - Parks and Recreation	411,485	167,957	1,809,061	2,247,300	80%	185,798	1,831,133	2,616,762	70%	389,412
72 - Land Cash	247,841	568	18,770	33,858	55%	9,800	235,673	240,287	98%	30,939
87 - Countryside TIF	(1,141,784)	-	151,422	153,965	98%	1,066	220,860	222,486	99%	(1,211,223)
88 - Downtown TIF	(1,237,549)	-	70,677	76,000	93%	3,415	282,057	306,052	92%	(1,448,929)
89 - Downtown TIF II	(73,799)	-	47,342	25,000	0%	55	21,412	44,500	48%	(47,869)
11 - Fox Hill SSA	13,492	-	16,034	16,034	100%	-	18,198	37,326	49%	11,328
12 - Sunflower SSA	(16,200)	-	20,363	20,363	100%	-	11,632	20,326	57%	(7,469)
Debt Service Fund										
42 - Debt Service	-	27,119	328,219	323,225	102%	-	323,225	323,225	100%	4,994
Capital Project Funds										
25 - Vehicle & Equipment	511,692	52,582	550,937	553,323	100%	49,864	563,553	756,294	75%	499,076
23 - City-Wide Capital	588,155	187,586	1,806,408	1,381,670	131%	106,055	3,027,790	3,669,147	83%	(633,227)
Enterprise Funds										
* 51 - Water	3,268,245	735,513	5,359,544	4,652,087	115%	242,756	4,554,442	5,828,132	78%	4,073,347
* 52 - Sewer	1,222,388	275,229	1,912,338	1,817,867	105%	71,977	2,220,140	2,286,552	97%	914,586
Library Funds										
82 - Library Operations	578,607	2,174	1,626,898	1,647,343	99%	63,443	1,583,565	1,664,378	95%	621,940
84 - Library Capital	123,583	4,515	104,808	50,500	208%	3,739	52,418	75,500	69%	175,972
Total Funds	\$ 12,703,923	\$ 2,972,535	\$ 34,225,542	\$ 31,149,132	110%	\$ 2,181,561	\$ 31,278,863	\$ 36,860,811	85%	\$ 15,650,602

* Fund Balance Equivalency

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

Rob Fredrickson, Finance Director/Treasurer



UNITED CITY OF YORKVILLE

TREASURER'S REPORT - for the month ending May 31, 2021

Cash Basis

	May Revenues	YTD Revenues	Revenue Budget	% of Budget	May Expenses	YTD Expenses	Expense Budget	% of Budget
General Fund								
01 - General	\$ 1,495,986	\$ 1,495,986	\$ 18,100,270	8%	\$ 913,228	\$ 913,228	\$ 18,100,270	5%
Special Revenue Funds								
15 - Motor Fuel Tax	271,641	271,641	1,260,019	22%	6,149	6,149	2,435,413	0%
79 - Parks and Recreation	156,501	156,501	2,643,058	6%	135,259	135,259	2,716,058	5%
72 - Land Cash	-	-	25,760	0%	-	-	5,000	0%
87 - Countryside TIF	-	-	260,727	0%	49,379	49,379	223,397	22%
88 - Downtown TIF	7,651	7,651	70,000	11%	3,542	3,542	291,412	1%
89 - Downtown TIF II	1,405	1,405	48,526	0%	17,500	17,500	30,500	57%
11 - Fox Hill SSA	501	501	19,000	3%	-	-	59,200	0%
12 - Sunflower SSA	801	801	21,000	4%	817	817	17,200	5%
Debt Service Fund								
42 - Debt Service	27,856	27,856	329,375	8%	-	-	329,375	0%
Capital Project Funds								
25 - Vehicle & Equipment	46,428	46,428	516,226	9%	26,829	26,829	1,615,998	2%
24 - Buildings & Grounds	8,775,011	8,775,011	9,584,249	92%	97,912	97,912	9,584,249	1%
23 - City-Wide Capital	68,009	68,009	5,808,072	1%	66,382	66,382	5,545,285	1%
Enterprise Funds								
* 51 - Water	95,384	95,384	5,061,271	2%	158,202	158,202	6,081,733	3%
* 52 - Sewer	74,145	74,145	2,275,602	3%	42,801	42,801	2,428,579	2%
Library Funds								
82 - Library Operations	82,141	82,141	1,692,702	5%	43,652	43,652	1,709,443	3%
84 - Library Capital	10,313	10,313	50,200	21%	-	-	95,500	0%
Total Funds	\$ 11,113,773	\$ 11,113,773	\$ 47,766,057	23%	\$ 1,561,653	\$ 1,561,653	\$ 51,268,612	3%

* Fund Balance Equivalency

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

Rob Fredrickson, Finance Director/Treasurer



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input 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 checked="" type="checkbox"/>

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2021-39

Agenda Item Summary Memo

Title: Price Park and Fox Hill Park – Playground Replacement Proposals

Meeting and Date: City Council – June 22, 2021

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Tim Evans Parks and Recreation
Name Department

Agenda Item Notes:

Memorandum



To: Yorkville City Council
From: Tim Evans, Director of Parks and Recreation
CC: Bart Olson, City Administrator
Date: June 12, 2021
Subject: Price & Fox Hill Park Playgrounds Replacement Proposal

Subject

Price & Fox Hill Park Playgrounds Replacement Proposal

Background

As shown in the attached playground replacement schedule, both Price and Fox Hill park playgrounds have reached their designated, useful lifespan. Both playground amenities are over twenty (20) years old and were scheduled to be replaced in 2018-2019. The playground replacement equipment cost estimate for Price Park playground is around \$70,000 and for Fox Hill about \$80,000. These costs do not include removal or installation costs, which would add another \$10,000 to \$15,000 per site to the total expense, with an overall, new playground purchase and installation cost of about \$175,000-\$180,000 for both park sites.

To maximize the budget and lower the amount of staff time to remove the old playgrounds and install the new ones, staff reached out to the original playground manufacturer at both park sites (Miracle Playground Equipment) to see if it would be possible to refurbish these two park playgrounds, instead of a complete tear down. A refurbishment would consist of the following:

- a) Leaving and using the existing posts in both playground areas.
- b) Remove and replace all the decks, slides, climbers, and play panels with new updated and different components that fit within the existing pole set-up.
- c) Staff worked with the manufacturer on the selection of the new components, colors, and a few small modifications.
- d) The new playgrounds will meet Americans with Disabilities (ADA), Consumer Product Safety Commission (CPSC) and American Society for Testing and Materials (ASTM) guidelines.
- e) Significant reduction in staff construction time.
- f) Allows for similar sized playgrounds to be replaced.
- g) Will save thousands of dollars in safety surfacing and construction costs.
- h) If approved, the staff expects to start working on this project in the fall.

If the City agrees to move forward with this proposal, the City will have to purchase the new playground equipment from the original playground manufacturer (Miracle Playground Manufacturing) due to the proprietary nature of the components, fasteners, etc. Also, since we are keeping the poles, we will need the new equipment to fit within the current pole set-up at each park site.

As part the Park & Recreation FY 22 Capital Budget, attached, staff has designated \$150,000 to replace three (3) playgrounds in FY 22. The attached quote for the refurbished Price playground equipment is \$37,613.71 and \$39,078.19 for Fox Hill playground for a total playground equipment cost of \$76,691.90. We expected to spend around another \$13,000 in installation costs for a total refurbishment playground equipment cost of \$90,000 for both park sites. This will leave \$60,000 for the playground replacement at Sleezer Park.

Recommendation

Parks & Recreation staff seeks City Council approval to move forward with the single source purchase of the two playground refurbishment equipment pieces for Price and Fox Hill park sites in an amount not to exceed \$76,691.90 from Team Reil INC, the Illinois representative for Miracle Playgrounds.

17421 Marengo Rd. Union, IL 60180
 Ph: 888-GET-REIL Fax: 815-923-4303



Quote No	Quote Date
165633	3/23/2021

Salesperson
Brian Nied

Bill To:	Site Location:
City of Yorkville 201 W Hydraulic Street Yorkville, IL 60560 Contact: <u>Ryan Horner</u> Phone: (630) 553-4350 Fax: (630) 553-7575 Email: <u>rhorer@yorkville.il.us</u>	Price Park 525 Burning Bush Drive Yorkville, IL 60560 Scope of Work Miracle Equipment Supply & Playground Refresh

Notes:

Description	Qty	Rate/Unit	Amount
Miracle_984407GRY; DECK,KC 1/2 HEX 5-POST FPS	1.00	1,255.00	1,255.00
Miracle_978930BLU; SLIDE LEG FRONT SKI SLIDE	1.00	125.00	125.00
Miracle_912802ORN; REFRESH ROTO BARRIER	1.00	350.00	350.00
Miracle_912266BLU; TOP BARRIER WELDMENT	1.00	98.00	98.00
Miracle_912249BLU; FULL BARRIER BAR WELDMENT	1.00	585.00	585.00
Miracle_912210BLU; CROSSBAR WELDMENT F/BACKTRACK 96"	1.00	130.00	130.00
Miracle_912209BLK; BACKTRACK TOP NET	1.00	1,087.00	1,087.00
Miracle_911940BLU; POST WLDMT LEFT F/BACKTRACK 96"	1.00	760.00	760.00
Miracle_911939BLU; POST WLDMT RIGHT F/BACKTRACK 96"	1.00	760.00	760.00
Miracle_911938BLK; BACKTRACK BOTTOM NET 96"	1.00	886.00	886.00
Miracle_714994B; FUN FONES ABOVE DECK TO GROUND	1.00	1,112.00	1,112.00
Miracle_714851359; SQUARE TRANSFER POINT W/OPEN HR (3' DECK)	1.00	2,181.00	2,181.00
Miracle_71471520B; INTERACTIVE PANEL FRAME (BELOW DECK)	2.00	471.00	942.00
Miracle_714715205; FOUR-THE-WIN INSERT	1.00	866.00	866.00
Miracle_714715204; A-MAZE-ING INSERT	1.00	686.00	686.00
Miracle_7147149HB; ROLLER RACER 1/2 PANEL (BELOW DECK)	1.00	1,069.00	1,069.00
Miracle_71468251; AVALANCHE INCLUSIVE SLIDE W/MESH (5' DECK)	1.00	4,699.00	4,699.00
Miracle_7146707; CHAMELEON II LONG STRAIGHT SECTION	6.00	520.00	3,120.00
Miracle_7146706; CHAMELEON II LEFT SECTION	1.00	494.00	494.00
Miracle_7146705; CHAMELEON II RIGHT SECTION	1.00	494.00	494.00
Miracle_7146702U; CHAM II ENTRY & EXIT VORTEX (7' - 8'6" DECK)	2.00	2,316.00	4,632.00
Miracle_7146616; DNA CLIMBER (6' & 6'6" DECK)	1.00	3,692.00	3,692.00
Miracle_117005; WASHER 3/8 X 1 O.D. FLAT 18-8 SS	40.00	1.00	40.00
Miracle_112590ORN; SLIDE DOUBLE WIDE 3' DECK	1.00	638.00	638.00
Miracle_110030; NUT 3/8-16 HEX NYLOK 18-8 SS	25.00	1.00	25.00
Miracle_104930; BOLT 3/8-16 X 1 1/8 BHCS 6 LOBE 18-8 SS	20.00	2.00	40.00
Miracle_104921; BOLT 3/8-16 X 1 1/4 BHCS 6 LOBE 18-8 SS	19.00	2.00	38.00

17421 Marengo Rd. Union, IL 60180
 Ph: 888-GET-REIL Fax: 815-923-4303



Quote No	Quote Date
165633	3/23/2021

Salesperson
Brian Nied

Bill To:	Site Location:
City of Yorkville 201 W Hydraulic Street Yorkville, IL 60560 Contact: <u>Ryan Horner</u> Phone: (630) 553-4350 Fax: (630) 553-7575 Email: <u>rhorer@yorkville.il.us</u>	Price Park 525 Burning Bush Drive Yorkville, IL 60560 Scope of Work Miracle Equipment Supply & Playground Refresh

Notes:

Description	Qty	Rate/Unit	Amount
Miracle_104097; BOLT 3/8-16 X 2 BHCS 6 LOBE 18-8 SS	6.00	3.00	18.00
Miracle_985913BLU; ENCLOSURE CLIMBING POLE	1.00	387.00	387.00
985910BLU; ENCLOSURE ASSY ARCH KC	2.00	364.00	728.00
Miracle_984422GY; DECK, KC 4X8 6-POST FPS	1.00	1,607.00	1,607.00
Miracle_714555; 5" OD X 76" POST FOR FENCING & PANELS	1.00	183.00	183.00
Miracle_713259; PARTS CARTON - CLIMBERS	1.00	7.00	7.00
Miracle_713110BLU; RUNG, 41-1/2"	1.00	33.00	33.00
Miracle_713102; DECK SUPPORT 5" OD TUBE	19.00	11.00	209.00
Miracle_117072SS; WASHER 7/16 ID X 1 OD X 1/8 18-8 SS	19.00	1.00	19.00
Miracle_984351GY; DECK, KC SQUARE FPS	2.00	768.00	1,536.00
Miracle_982501BLU; RUNG BRACKET ASSY PANEL	1.00	71.00	71.00
988038GY; STAIR, ATA, 24" RISE	1.00	877.00	877.00
947; BARREL RIDE	1.00	2,163.00	2,163.00
hw911533-1; HRDW PKG KC BACKTRACK L1/1	1.00	40.00	40.00
HW911532-1; HRDW PKG KC WAVE ENCL S1/1	1.00	5.00	5.00
993638BLU; TWISTED VINE CLIMBER ASSY, 6'-6" DK	1.00	1,156.00	1,156.00
989875; PARTS CARTON 714-700 & 714-736	1.00	14.00	14.00
988799BLU; CANOPY-WIDE SLIDE KC, W/FILL BLK	1.00	513.00	513.00
996098BLSBL; PANEL ASSEMBLY - GEAR PANEL	1.00	1,272.00	1,272.00
993520; PARTS CARTON 714-605	1.00	17.00	17.00
991635; PARTS CARTON PANELS W/ PLEXIGLAS	1.00	10.00	10.00
993319BLU; TREE-O CLIMBER - KC - 8' DECK	1.00	1,474.00	1,474.00
993486BLU; TOP SUPPORT ASM	1.00	94.00	94.00
Miracle_988037GY; STAIR, ATA, 18" RISE, MTII FG	2.00	698.00	1,396.00
Sales Discount	1.00	-8,738.50	-8,738.50
Freight Charges	1.00	1,719.21	1,719.21

17421 Marengo Rd. Union, IL 60180
Ph: 888-GET-REIL Fax: 815-923-4303



Quote No	Quote Date
165633	3/23/2021

Salesperson
Brian Nied

Bill To:	Site Location:
City of Yorkville 201 W Hydraulic Street Yorkville, IL 60560 Contact: Ryan Horner Phone: (630) 553-4350 Fax: (630) 553-7575 Email: rhorner@yorkville.il.us	Price Park 525 Burning Bush Drive Yorkville, IL 60560 Scope of Work Miracle Equipment Supply & Playground Refresh

Notes:

Description	Qty	Rate/Unit	Amount
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Subtotal: 37,613.71

Sales Tax (If Applicable) 0.00

Quote Total: \$ 37,613.71

The above prices will be in effect for 90 days.

Unless otherwise specified the above prices do not include installation or Sales Tax.

TERMS: For those who have established credit with us

Terms are full payment within 30 days, no retainage, from the date of shipment. Should payment not be received within 30 days, we agree to pay 1 1/2% per month interest on the unpaid balance.

For those who do not have established credit at time of order,

Orders under \$3,000 require payment in full at time of order, all other orders will be 50% down payment with order and balance prior to shipping.

Should the payment not be received within the above terms, we agree to pay all attorneys' fees and other collection costs, which the seller may incur to insure that this account, including any accrued interest is collected in full.

Accepted by:

17421 Marengo Rd. Union, IL 60180
 Ph: 888-GET-REIL Fax: 815-923-4303



Quote No	Quote Date
165805	5/28/2021

Salesperson
Brian Nied

Bill To:	Site Location:
City of Yorkville 201 W Hydraulic Street Yorkville, IL 60560 Contact: <u>Ryan Horner</u> Phone: (630) 553-4350 Fax: (630) 553-7575 Email: <u>rhorer@yorkville.il.us</u>	 Scope of Work Fox Hill Park Refresh

Notes: Colors and quantity of parts needed to be confirmed by owner

Description	Qty	Rate/Unit	Amount
Miracle_7148181; 18" Riser	1.00	838.00	838.00
Miracle_7145019; Triangle Deck	1.00	766.00	766.00
Miracle_714723W9; Wide 8' Burna Bridge	1.00	3,440.00	3,440.00
Miracle_714670M31' Chameleon II Triple Slide	1.00	9,351.00	9,351.00
Miracle_714736; Bunny Hill Slide	1.00	1,890.00	1,890.00
Miracle_7146615; DNA Climber	1.00	3,820.00	3,820.00
Miracle_7146585; Jax Rizer	1.00	4,263.00	4,263.00
Miracle Part #983451P Trap Door Climber only	1.00	953.40	953.40
Miracle_7148096; Tensile Tower	1.00	4,052.00	4,052.00
Miracle_71471520; KC Interactive Panel-Magical Music Insert & Four-The- Win Insert	2.00	3,663.00	7,326.00
Miracle_7147612; Piston	1.00	2,225.00	2,225.00
Miracle_71447395; Tube Slide	1.00	3,466.00	3,466.00
Miracle_714994A; Fun Fone to 6'6" Deck to Ground	1.00	1,407.00	1,407.00
Miracle Part #993642P; Vine Climber Only	1.00	889.35	889.35
Miracle Part #713259; Parts Carton for Vine Climber	2.00	9.14	18.27
Miracle Part #987148P; Upper Step of Transfer Point	1.00	590.10	590.10
Miracle Part #987145P; Lower Step for Transfer Point	1.00	217.35	217.35
Miracle Part #988506; Parts Carton	1.00	59.85	59.85
Miracle Part #9883109P; Deck Only (Kids Perch)	1.00	370.65	370.65
Miracle Part #713868; Parts Carton	1.00	30.45	30.45
Miracle Part #104749; Post Clamps- Self tappers 1 1/4 x 1-1/4" (86.00	1.21	103.85
Miracle Part #104285; Bolt - 1/4 x 5/8"	48.00	1.21	57.96
Miracle Part #104285; Set Skt	48.00	1.21	57.96
Freight Charges	1.00	2,035.00	2,035.00
Team REIL Discount	1.00	-9,150.00	-9,150.00

17421 Marengo Rd. Union, IL 60180
Ph: 888-GET-REIL Fax: 815-923-4303



Quote No	Quote Date
165805	5/28/2021

Salesperson
Brian Nied

Bill To:	Site Location:
City of Yorkville 201 W Hydraulic Street Yorkville, IL 60560 Contact: Ryan Horner Phone: (630) 553-4350 Fax: (630) 553-7575 Email: rhorner@yorkville.il.us	 Scope of Work Fox Hill Park Refresh

Notes: Colors and quantity of parts needed to be confirmed by owner

Description	Qty	Rate/Unit	Amount
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Subtotal: 39,078.19

Sales Tax (If Applicable) 0.00

Quote Total: \$ 39,078.19

The above prices will be in effect for 90 days.

Unless otherwise specified the above prices do not include installation or Sales Tax.

TERMS: For those who have established credit with us

Terms are full payment within 30 days, no retainage, from the date of shipment. Should payment not be received within 30 days, we agree to pay 1 1/2% per month interest on the unpaid balance.

For those who do not have established credit at time of order,

Orders under \$3,000 require payment in full at time of order, all other orders will be 50% down payment with order and balance prior to shipping.

Should the payment not be received within the above terms, we agree to pay all attorneys' fees and other collection costs, which the seller may incur to insure that this account, including any accrued interest is collected in full.

Accepted by:

Playground Replacement Schedule

The industry standard for the useful life of a playground is fifteen to twenty years. We are scheduling replacement at between eighteen to twenty years. Yorkville playgrounds are inspected and maintained regularly. Depending on manufacture and parts availability, replacement will be on a case by case basis. Three percent has been added for every year to compensate for manufacturing increases and inflation. These costs do not include playground removal and installation.

Site	Installed Date	Replacement Date	Cost Estimate
Price	1999	2017-18	\$70k
Fox Hill	2000	2018-19	\$80k
Sleezer	2002	2020	\$80k
Kiwanis	2004	2022	\$100k
Rice	2004	2022	\$82k
Rotary	2004	2022	\$100k
Cannonball	2005	2023	\$105k
Gilbert	2005	2023	\$60k
Sunflower	2006	2024	\$85k
Bridge	2006	2024	\$70k
Raintree A	2006	2024	\$70k
Stepping Stones	2007	2025	\$100k
Bristol Station	2007	2025	\$125k
Riemenschnider	2007	2025	\$125k
Hiding Spot	2007	2025	\$135k
Cobb	2008	2026	\$65k
Heartland Circle	2008	2026	\$128k
Greens	2008	2026	\$120k
Bristol Bay A	2010	2028	\$125k
Raintree B	2011	2029	\$135k
Grande Reserve B	2014	2034	\$95k
Riverfront	2017	2037	\$150k
Windett Ridge	2018	2038	\$78k
Caledonia	2020	2040	\$75K
Autmun Creek	2020	2040	\$75K
Purcell Park	2020	2040	\$75K
Beecher Park	2020	2040	\$150K

Memorandum



To: Yorkville Park Board
From: Tim Evans, Director of Parks and Recreation
CC: Scott Sleezer, Supt. of Parks & Shay Remus, Supt. of Rec.
Date: May 11, 2021
Subject: FY 22 Parks & Recreation Capital Purchases

As part of the of the approved the Fiscal Year 22 City budget, the City designated \$400,000 in capital funds for the Parks & Recreation Department. These funds are to be used to replace vehicles, playgrounds and equipment based on the Parks & Recreation Playground and Equipment replacement schedule, attached.

While staff is still discussing possible capital purchase options, the following is a list of capital purchases that staff anticipates purchasing soon:

Replace four Parks Trucks	\$150K
Replace two zero turn mowers	\$23K
Three playground replacements (Fox, Price & Sleezer)	\$150K
Replace the net climber at Stepping Stones Park	\$19K
Used Public Works Tractor	\$3k
Recreation Equipment	\$15k
<u>Total</u>	<u>\$360k</u>

The Department did move forward and purchase two (2) commercial mowers as well as the used tractor from the Public Works Department. As of now, there is still \$40,000 of capital funds to be used this fiscal year. As staff continues discussion on the best use of these funds, we also would like to keep some of the funds available throughout the fiscal year for unexpected broken equipment purchases or if the above proposed final capital purchases cost is higher than staff guesstimated.

Current Fox Hill Playground





Current Price Playgorund



Proposed New Price Playground



UNITED CITY OF YORKVILLE PARKS AND RECREATION

DEPARTMENT PARK INFORMATION

1. Purcell Park (325 Fairhaven Dr)

Attractions: Playground for 5-12 year olds, Picnic Area

2. Fox Hill East Park (1474 Sycamore Rd)

Attractions: Baseball Field, Basketball Court, Playground for 5-12 year olds, Picnic Area

3. Fox Hill West Park (1711 John St)

Attractions: Baseball Field, Disc Golf, Trails, Natural Areas, Open Space

4. Hiding Spot Park (307 Park & Freemont)

Theme: Music
Attractions: Playground for 5-12 year olds, Picnic Area, Sand, Shelter, Wheelchair Accessible

5. Emily Sleezer Park (837 Homestead Dr)

Attractions: Basketball Court, Playground for 5-12 year olds, Picnic Area, Trails

6. Town Square Park (301 N. Bridge St)

Attractions: Picnic Area, Portable Restrooms, Gazebo

7. Beecher Park (901 Game Farm Rd)

Attractions: Baseball Fields, Concessions, Football Field, Playground for 5-12 year olds, Picnic Area, Portable Restrooms, Sand, Soccer Field, Open Space

8. Van Emmon Park (374 E. Van Emmon St)

Attractions: Baseball Field, Open Space

9. Price Park (525 Burning Bush Dr)

Attractions: Basketball Court, Fishing, Playground for 5-12 year olds, Picnic Area

10. Riverfront Park (301 E. Hydraulic Ave)

Attractions: Playground for 5-12 year olds, ADA Canoe Access, Fishing Pier, Picnic Area, Restrooms, Shelter, Trail

11. Kiwanis Park (1809 Country Hills Dr)

Theme: Fort
Attractions: Basketball Court, Playground for 5-12 year olds, Picnic Area, Sand, Shelter, Trail, Wheelchair Accessible, Open Space

12. Rice Park (545 Poplar Dr)

Theme: Transportation
Attractions: Funnelball, Playground for 5-12 year olds, Picnic Area, Sand, Shelter, Trail, Working Traffic Lights

13. West Hydraulic Park (West Hydraulic Ave)

Attractions: Natural Areas, Picnic Area

14. Rivers Edge Park (974 Stony Creek Ln)

Attractions: Benches, Open Space

15. Crawford Park (201 Windham Cir)

Attractions: Natural Area, Walking Trail
Adjacent to Fox River

16. Sunflower Park (1765 Walsh Dr)

Theme: Farm
Attractions: Basketball Court, Playground for 5-12 year olds, Picnic Area, Sand, Shelter, Open Space

17. Cannonball Ridge Park (2087 Northland Ln)

Theme: Civil War
Attractions: Basketball Court, Playground for 2-5 and 5-12 year olds, Picnic Area, Shelter, Skateboard Elements

18. Gilbert Park (703 Adrian St)

Theme: Tree House
Attractions: Playground for 5-12 year olds

19. Rotary Park (2775 Grande Trl)

Theme: High Adventure
Attractions: Baseball Field, Playground for 2-5 and 5-12 year olds, Picnic Area, Shelter, Skateboard Elements, Zipline, Trails

20. Bristol Station Park (2753 Alan Dale Ln)

Theme: Train
Attractions: Baseball Field, BMX Track, Playground for 2-5 and 5-12 year olds, Picnic Area, Shelter, Trails, Open Space, Wheelchair Accessible

21. Jr. Women's Club Park (1267 Taus Cir)

Theme: Space
Attractions: Basketball Court, Playground for 5-12 year olds, Picnic Area, Sand, Shelter, Skateboard Elements, Trails, Open Space

22. Jaycee Pond (410 W. Center St)

Attractions: Fishing, Natural Areas
Adjacent to Blackberry Creek, Picnic Areas

23. Cobb Park (109 Colonial Pkwy)

Theme: American Gladiator
Attractions: Playground for 2-5 and 5-12 year olds, Picnic Area

24. Raintree Village Park A (524 Parkside Ln)

Theme: Dinosaur
Attractions: Playground for 2-5 year olds, Picnic Area, Sand, Trails

25. Steven G. Bridge Park (1865 Kennedy Rd)

Theme: Baseball
Attractions: Baseball Fields, Concessions, Playground for 5-12 year olds, Picnic Area, Restrooms, Shelter

26. Stepping Stones Park (3152 Grande Trl)

Theme: School
Attractions: Playground for 5-12 year olds, Picnic Area, Shelter, Soccer Field, Wheelchair Accessible

27. Wheaton Woods (205 Wheaton Ave)

Attractions: Natural Trail, Picnic Area, Shelter

28. Green's Filling Station Park (2736 Autumn Creek Blvd)

Theme: Transportation
Attractions: Playground for 5-12 year olds, Picnic Area, Shelter, Skateboard Elements, Sled Hill, Trails, Open Space

29. Riemenschneider Park (600 Hayden Dr)

Theme: Firefighter
Attractions: Baseball Fields, Playground for 2-5 and 5-12 year olds, Picnic Area, Shelter, Trail, Spray Park, Open Space

30. Bristol Bay Park A (4552 Rosenwinkel St)

Theme: Circus
Attractions: Playground for 5-12 year olds, Shelter

31. Bristol Bay Regional Park (9257 Galena Rd)

Attractions: Baseball Field, Soccer Fields, Skate Park, Walking Trails, Lighted Sand Volleyball, Bocce Courts, Cornhole boards, Sled Hill, Open Space

32. Raintree Village Park B (872 Prairie Crossing Dr)

Theme: Castle
Attractions: Playground for 5-12 year olds, Picnic Area, Shelter, Sled Hill, Lighted Tennis Courts, Trail, Wheelchair Accessible, Baseball Field, Work out stations

33. Clark Park (106 E. Main St)

Attractions: Fishing, Nature Trail, Shelter, Picnic Table

34. Grande Reserve Park A (3972 Tuscany Trl)

Attractions: Basketball, Trail

35. Grande Reserve Park B (2272 Beresford Dr)

Theme: Castle
Attractions: Playground for 5-12 year olds, Picnic Area, Shelter, Trail

36. Windett Ridge (2500 Fairfax Way)

Theme: Pirate
Attractions: Playground for 5-12 year olds, Picnic Area, Wheelchair Accessible, Open Space

37. Autumn Creek North Playground (1397 Slate Dr)

Theme: Nature
Attractions: Playground for 5-12 year olds, Inclusive Swing, Trailhead

38. Caledonia Park (354 Shadow Wood Dr)

Theme: Explorer
Attractions: Playground for 5-12 year olds, Inclusive Swing



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input checked="" 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 #2

Tracking Number

CC 2021-40

Agenda Item Summary Memo

Title: Travel Authorization for Elected Officials – FY 22

Meeting and Date: City Council – June 22, 2021

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: N / A 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: June 17, 2021
Subject: Travel Expense Authorization – Elected Officials

Summary

Approval of FY 22 travel expenses related to the IML Conference and ICSC Recon show.

Background

The City's employee manual amendment requires City Council approval for any travel and lodging expenditures for elected officials. While the act and the City's employee manual allow these expenditures to be approved retroactively in some cases, the City approved all conferences at once for FY 20 in Spring 2019. The attached forms cover all FY 22 travel for elected officials.

The IML Annual Conference is hosted by the Illinois Municipal League in Chicago every Fall. This year's conference will occur on September 23-25. The IML Annual Conference is the premier conference for Illinois municipal government officials, and the City has a long history of sending any elected officials willing to attend the event. The travel costs associated with this event are typically limited to two nights of hotel stay per individual (sometimes three nights depending on personal and conference schedules) and parking fees. Hotel fees are typically higher than the employee manual guideline of \$150 per night because of the location of the conference in downtown Chicago. The approved travel policy allows the \$150 per night to be exceeded if the conference-associated hotel is chosen. In this case, the conference associated hotel is chosen. Parking fees are typically higher than most other conferences given the location in downtown Chicago, but historically elected officials have carpooled or taken the train into the conference.

The ICSC Recon show is hosted by the International Council of Shopping Centers in Las Vegas every Spring. Due to the pandemic, this year's conference was pushed to December 2021. The Mayor, City Administrator, and City's Economic Development Consultant are scheduled to attend the December 2021 conference. The Recon show is the nation's premier retail shopping center conference, which hosts developers, retailers, and government officials from around the world. The Mayor, the City's economic development consultant, and the City Attorney or City Administrator have attended this conference each year for the past four years and we have found value in the conference. The travel costs for this event are typically limited to airfare. The City's economic development consultant has donated lodging accommodations to the City in years past.

Recommendation

Staff recommends approval of the travel expense authorizations. For all authorizations, approval means the elected official has the ability to go to the conference without further City Council approval, but it does not guarantee that the elected official will be able to attend the conference or will actually attend the conference. Assuming the final costs are in line with the estimates shown in the attached

authorizations, no subsequent approval by City Council will be required. Should the actual costs exceed the estimates, subsequent City Council approval will be required.



United City of Yorkville Travel Expense Authorization

Full Name and Title: Mayor John Purcell

Date of Request: June 17, 2021

Date of Travel: December 5 through December 8, 2021

Nature of Travel: ICSC Recon Conference

Lodging Expenses

None anticipated at this time.

Meal Expenses

\$30 Sunday, \$40 Monday, \$40 Tuesday, \$20 Wednesday per employee manual policy: \$130 (estimated maximum)

Toll Expenses

None anticipated at this time.

2021 Mileage Expenses

None anticipated at this time.

Parking Expenses

None anticipated at this time.

Other Expenses (Airfare, Taxi, etc.)

Airfare: \$400 (funded through credit for previous flight cancellation)

Total Reimbursement/Estimate

\$ 530 plus tax (estimated)

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

Employee Signature

Department Head/Designee Signature



United City of Yorkville Travel Expense Authorization

Full Name and Title: Mayor John Purcell, Alderman Dan Transier, Alderman Ken Koch, Alderwoman Jackie Milschewski, Alderman Plocher, Alderman Chris Funkhouser, Alderman Matt Marek, Alderman Seaver Tarulis, Alderman Jason Peterson

Date of Request: June 17, 2021

Date of Travel: September 23 – 25, 2021

Nature of Travel: IML Annual Conference

Lodging Expenses

Length of Stay: September 23, 24, 25

Estimate: \$300 per room per night per person, plus tax

Total estimate: \$8100 plus tax

Meal Expenses

\$40 per day, per person

Total estimate: \$1,080

Toll Expenses

None anticipated at this time.

2021 Mileage Expenses

None anticipated at this time.

Parking Expenses

Estimate: \$40 per car per night

Total Estimate: \$360

Other Expenses (Airfare, Taxi, etc.)

Conference fees: \$310 per person

Total estimate: \$2,790

Total Reimbursement/Estimate

\$12,330 plus tax (estimated)

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

if an employee is seeking reimbursement for mileage that Map Quest directions are attached showing mileage from City Hall to their desired destination.

Employee Signature

Department Head/Designee Signature



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 #3

Tracking Number

CC 2021-41

Agenda Item Summary Memo

Title: Appointments to Planning and Zoning Commission

Meeting and Date: City Council – June 22, 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:

Have a question or comment about this agenda item?

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

2021 Board and Commission Appointments

BOARD/ COMMISSION	NAME	TERM	
Planning and Zoning Commission	Don Marcum	4 years	May 2021 – May 2025
Planning and Zoning Commission	Daniel Williams	4 years	May 2021 – May 2025



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

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2021-44

Agenda Item Summary Memo

Title: Well Rehabilitation and Media Replacement Plan – FY2022

Meeting and Date: City Council – June 22, 2021

Synopsis: Consideration of Approval

Council Action Previously Taken:

Date of Action: PW 06-15-21 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2021-44

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: June 17, 2021
Subject: Well Rehab and Media Replacement Plan – Engineering Agreements

Summary

Approval of design and construction engineering agreements with EEI for the Well No. 4 Rehabilitation, the Water Treatment Plant No. 4 Cation Exchange Media Replacement, and Well No. 7 Rehabilitation.

Background

This item was discussed by the Public Works Committee at the June 2021 meeting. The committee reviewed the attached packet materials and concurred with the staff recommendation to proceed forward with the Well 4 rehabilitation (imminently needed), the Water Treatment Plant No. 4 cation exchange media replacement, and the Well No. 7 rehabilitation. The overall concept is the City will engineer each project, prepare bids for all three packages, move forward with the Well 4 rehabilitation project after engineering design is completed (City Council approval at a later date), bid out Well No. 7 rehab and Water Treatment Plant No. 4 cation exchange media replacement, and decide whether to move forward with either of the Well 7 or WTP 4 projects after bidding.

In order to move forward with these projects, design and construction engineering contracts need to be approved for each one. While some of these agreements are within staff authority individually, we are packaging them together for City Council approval for transparency. The attached design and construction engineering agreement for the Well No. 4 rehab contains an \$18,288 fixed fee design engineering amount, and a \$14,000 construction engineering estimate, to be paid on an hourly rate basis. The attached design and construction engineering agreement for the Water Treatment Plant No. 4 Cation Exchange Media Replacement is \$10,040 fixed fee design engineering amount, and a ~\$15,000 construction engineering estimate, to be paid on an hourly rate basis. The attached design and construction engineering agreement for the Well No. 7 rehab contains a \$7,258 fixed fee design engineering amount, and a ~\$14,000 construction engineering estimate, to be paid on an hourly rate basis. These amounts can be covered in the FY 22 budget.

Recommendation

Staff recommends approval of design and construction engineering agreements with EEI for the Well No. 4 Rehabilitation, the Water Treatment Plant No. 4 Cation Exchange Media Replacement, and Well No. 7 Rehabilitation.



Memorandum

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

Date: May 25, 2021
Subject: Well Rehabilitation and Media Replacement Plan – FY2022

This memo is to present a revised plan as to the schedules of FY2022's well rehabilitation and media replacement projects. The original plan was as follows:

Well No. 7 Rehabilitation	Budgeted Amount:	\$192,000
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WTP No. 4 Media Replacement	Budgeted Amount:	\$216,000
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Due to recent discoveries by the Public Works Staff, we are now recommending a change as detailed below.

Background:

The City's water system utilizes four (4) water wells to provide all of the City's drinking water. Due to the well-documented and discussed regional decline in water levels, Staff has been monitoring key metrics related to each well and identifying any concerning trends or results.

Staff has observed that the water levels in Water Well No. 4 have been steadily declining in recent years. The trends show that the water level has dropped approximately 20% in the past year while the equipment is pumping. More concerning is the fact that it is only approximately 50-feet of water above the elevation where the pumping equipment is set. This is a particular concern as the pumping level approaches the depth that the pumping equipment is set. The equipment could be in danger of pumping air. This would result in cavitation in the pump and would significantly damage the pumping assembly and motor, which are very expensive to replace. The cost of this equipment alone (not including installation) is over \$200K and it can take several months to obtain the new equipment, so it is advisable to proactively remove and rehabilitate prior to equipment failure.

The media within the WTP No. 4 is showing signs of failure. Operational adjustments have recently been made with the intent of improving the radium removal, and potentially extending the lifespan of the existing media. The next planned quarterly Radium test is in July, with the results made available in August. At that time, it will be better understood whether this project must commence ASAP or if it can be delayed until next fiscal year.

Well No. 7 is due for rehabilitation and it remains a high priority for staff.

Discussion:

It is recommended to rehabilitate Well No. 4 as soon as possible. This includes removing the pumping equipment, inspecting the equipment and well for required rehabilitation, and reinstalling the equipment. The equipment will be set lower than the current depth of setting. EEI will provide a recommended

setting to better protect the equipment, accounting for historic and projected water level trends. Due to the lowered setting and decreasing water levels, it is anticipated that modifications to the pumping assembly will be necessary to maintain desired well production. This will require an IEPA construction permit. A conservative estimate for the rehabilitation is \$230,000 (not including engineering).

Staff would also like to proceed with the preparation of the bid packages for both the WTP No. 4 Media Replacement and the Well No. 7 Rehabilitation. If the radium results taken in July hold below the standards, the priority would then be the Well No. 7 Rehabilitation. If the results come back poorly, then the media replacement would become a higher priority.

Note that the request is to complete the Well 4 Rehabilitation and either the WTP No. 4 Media Replacement or the Well No. 7 Rehabilitation this FY. The remaining project will be recommend to be completed in FY2023.

The overall plan is to work within the budget that has been approved.

Question Presented:

Should the City move forward with the rehabilitation of Well No. 4?

Should the City move forward with the preparation of the bid packages for WTP No. 4 Media Replacement and the Well No. 7 Rehabilitation?

Action Required:

Consideration of approval.

**Well No. 4 Rehabilitation
United City of Yorkville, Kendall County, IL
Professional Services Agreement - Design and Construction Engineering**

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included exhibits. Design and Construction engineering will be provided for the rehabilitation of the pumping equipment and investigating well performance at Water Well No. 4. Scope includes modifications to the existing pumping equipment, such that an IEPA Construction Permit shall be required. Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Exhibit 3. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$18,288.00 and Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$14,088.00. The hourly rates for this project are shown in the attached 2021 Standard Schedule of Charges (Exhibit 5). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the City. The City agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

G. Independent Contractor:

ENGINEER shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the ENGINEER under this agreement shall be that of an independent contractor. ENGINEER will not be considered an employee to the City for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery : The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting : The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity : The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal

sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: x United States Citizen Resident Alien Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) x Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

ENGINEER shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any

*Well No. 4 Rehabilitation
United City of Yorkville
Professional Services Agreement
Design and Construction Engineering*

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

- Exhibit 1:** Standard Terms and Conditions
- Exhibit 2:** Scope of Services
- Exhibit 3:** Estimate of Level of Effort and Associated Cost
- Exhibit 4:** Anticipated Project Schedule
- Exhibit 5:** 2021 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

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

For the ENGINEER:

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

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

Agreed to this ____ day of _____, 2021.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, P.E.
President

Lisa Pickering
City Clerk

Angie Smith
Executive Assistant

STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEL) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or

connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

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

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the

anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

WELL NO. 4 REHABILITATION

United City of Yorkville

Exhibit 2 – Scope of Services

The United City of Yorkville intends to rehabilitate Water Well No. 4. The work for the well will be performed by a single contractor through one set of bid documents. The main objective of this project is to rehabilitate the well pumping equipment and investigate well performance. This work will be done in accordance with a Project Manual prepared by the Engineer. This Project Manual will be utilized as a basis for bidding and contracting for the project as well.

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

DESIGN ENGINEERING

- 2.1 Project Management and Administration
 - Management of Personnel and the Engineering Contract
 - Budget Tracking
 - Updates at Internal Meetings
- 2.2 Project Manual Preparation
 - Preparation of 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding Documents with Base Bid Schedule and Mandatory Alternate Bid Schedule, General Conditions, Well Schematic, Special Provisions and Exhibits
 - Internal QA/QC
- 2.3 IEPA Construction Permit
 - Hydraulic Calculations to Identify New Design Operating Point and Coordination with Pump Manufacturer to Identify Pumping Assembly Modifications
 - Assumes No Modifications to the Existing Motor are Required
 - Prepare IEPA Construction Permit Application and Supporting Documentation
 - Coordination with IEPA and City to Facilitate Construction Permit Approval
 - Does Not Include IEPA Operating Permitting Assistance (by City)
- 2.4 Bidding and Contracting
 - Prepare Bidders List and Ad for Bid
 - Submit Ad for Bid to the Local Paper and Post Bidding Documents on Quest CDN. Does Not Include a Pre-Bid Meeting.
 - Address Bid Questions and Prepare Addenda
 - Attend Bid Opening
 - Prepare Bid Tab, Bid Summary, and Recommendation of Award
 - Execute Contract Documents

CONSTRUCTION ENGINEERING

- 3.1 Construction Administration
 - Coordinate and Attend the Pre-Construction Meeting
 - Reviewing and Responding to Contractor's Requests for Information (RFIs)
 - Review and Processing of Contractor's Pay Applications (Maximum of 2) and Change Orders (Maximum of 2) for The Project

3.2 Construction Observation and Documentation

- Part-Time Onsite Construction Observation During Removal and Reinstallation of Pumping Equipment, and Startup of the Well (Maximum of 3 Site Visits)
- Review Video Survey of the Well
- Meet City Staff at the Contractor's Shop to Inspect the Disassembled Pumping Assembly, Motor, and Column Piping for the Well. Provide Recommendations to City Staff, Based Upon Review of the Equipment and the Contractor's Written Inspection Report.

The above scope for "WELL NO. 4 REHABILITATION" summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



Engineering Enterprises, Inc.

Outstanding Service ~ Every Client ~ Every Day

EXHIBIT 3
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR
PROFESSIONAL ENGINEERING SERVICES FOR
 WELL NO. 4 REHABILITATION
 UNITED CITY OF YORKVILLE, IL
 May 24, 2021

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				DRAFTING	ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	SENIOR PROJECT TECH I	ADMIN.		
		HOURLY RATE:	\$212	\$206	\$174	\$147	\$147	\$70		
DESIGN ENGINEERING										
2.1	Project Management and Administration		2	2					4	\$ 836
2.2	Project Manual Preparation		1	6	12	32	4		55	\$ 8,828
2.3	IEPA Construction Permit		1	4	8	16			29	\$ 4,780
2.4	Bidding and Contracting		1	4	8	8		2	23	\$ 3,744
Design Engineering Subtotal:			5	16	28	56	4	2	111	\$ 18,188
CONSTRUCTION ENGINEERING										
3.1	Construction Administration		2	8	16	16		2	44	\$ 7,348
3.2	Construction Observation and Documentation			4	12	24			40	\$ 6,440
Construction Engineering Subtotal:			2	12	28	40	-	2	84	13,788
PROJECT TOTAL:			7	28	56	96	4	4	195	31,976

DIRECT EXPENSES		LABOR SUMMARY	
Printing =	\$ 100	Engineering Expenses =	\$ 31,108
Vehicle (Construction) =	\$ 300	Surveying Expenses =	\$ -
DIRECT EXPENSES =	\$ 400	Drafting Expenses =	\$ 588
		Administrative Expenses =	\$ 280
		TOTAL LABOR EXPENSES =	\$ 31,976
TOTAL EXPENSES =			\$ 32,376

G:\Public\Yorkville\2021\YO2122-P Well No. 4 Rehabilitation-Yorkville\PSA\Exhibit 3 - Level of Effort.xlsx\Fee Summary



Engineering Enterprises, Inc.

Outstanding Service -- Every Client -- Every Day

EXHIBIT NO. 4
ANTICIPATED PROJECT SCHEDULE
WELL NO. 4 REHABILITATION
 UNITED CITY OF YORKVILLE, ILLINOIS

ITEM NO.	WORK ITEM	Year:	2021																								2022																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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Legend			
	Project Management & QC/QA		Permitting
	Meeting(s)		Design Work Item
	Bidding and Contracting		Construction



Standard Schedule of Charges

January 1, 2021

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$217.00
Principal	E-3	\$212.00
Senior Project Manager	E-2	\$206.00
Project Manager	E-1	\$185.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$174.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$162.00
Project Engineer/Planner/Surveyor	P-4	\$147.00
Senior Engineer/Planner/Surveyor	P-3	\$135.00
Engineer/Planner/Surveyor	P-2	\$123.00
Associate Engineer/Planner/Surveyor	P-1	\$110.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$147.00
Project Technician	T-4	\$135.00
Senior Technician	T-3	\$123.00
Technician	T-2	\$110.00
Associate Technician	T-1	\$ 97.00
GIS Technician	G-1	\$100.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 200.00
Expert Testimony		\$ 250.00

**Water Treatment Plant No. 4 Cation Exchange Media Replacement
United City of Yorkville, Kendall County, IL
Professional Services Agreement - Design and Construction Engineering**

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included exhibits. Design and Construction engineering will be provided for the replacement of cation exchange media at Water Treatment Plant No. 4. Scope does not include modifications to the existing system, such that an IEPA Construction Permit shall be required. Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Exhibit 3. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$10,040.00 and Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$14,856.00. The hourly rates for this project are shown in the attached 2021 Standard Schedule of Charges (Exhibit 5). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the City. The City agrees not to modify any original documents produced by ENGINEER without contractor's consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

G. Independent Contractor:

ENGINEER shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the ENGINEER under this agreement shall be that of an independent contractor. ENGINEER will not be considered an employee to the City for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal

sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: x United States Citizen Resident Alien Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) x Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

ENGINEER shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any

*Water Treatment Plant No. 4 Cation Exchange Media Replacement
United City of Yorkville
Professional Services Agreement
Design and Construction Engineering*

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

- Exhibit 1:** Standard Terms and Conditions
- Exhibit 2:** Scope of Services
- Exhibit 3:** Estimate of Level of Effort and Associated Cost
- Exhibit 4:** Anticipated Project Schedule
- Exhibit 5:** 2021 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

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

For the ENGINEER:

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

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

Agreed to this ____ day of _____, 2021.

United City of Yorkville:

Engineering Enterprises, Inc.:

Bart Olson
City Administrator

Brad Sanderson, P.E.
President

Eric Dhuse
Public Works Director

Angie Smith
Executive Assistant

STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or

connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

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

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the

anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

WATER TREATMENT PLANT NO. 4 CATION EXCHANGE MEDIA REPLACEMENT

United City of Yorkville

Exhibit 2 – Scope of Services

The United City of Yorkville intends to replace the gravel and anthracite media (media) filter media in the cation exchange vessel located as their Water Treatment Plant No. 4. The City intends for a Contractor to provide services for removing and disposing of the existing media, cleaning the inside of the vessel, inspecting the vessel, coating repairs, installing new gravel and media, and disinfecting the unit before returning it to service. This work will be done in accordance with a Project Manual prepared by the Engineer. This Project Manual will be utilized as a basis for bidding and contracting for the project as well.

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

1.0 DESIGN AND PROJECT MANUAL PREPARATION:

- 1.1 Project Administration
 - Management of Personnel and the Engineering Contract
 - Budget Tracking
 - Updates at Internal Meetings
- 1.2 Design and Project Manual Preparation
 - Preparation of 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, Special Provisions and Exhibits
 - Includes Specifications for Coating Repairs
 - Internal QA/QC
- 1.3 Bidding and Contracting
 - Prepare Bidders List and Ad for Bid
 - Submit Ad for Bid to the Local Paper and Post Bidding Documents on Quest CDN
 - Address Bid Questions and Prepare Addenda
 - Attend Bid Opening
 - Prepare Bid Tab, Bid Summary, and Recommendation of Award
 - Execute Contract Documents

2.0 CONSTRUCTION ENGINEERING:

- 2.1 Construction Administration
 - Prepare for, Attend, and Facilitate the Preconstruction Meeting Including Preparation of Meeting Minutes
 - Reviewing and Responding to the Contractor's Request for Information (RFIs)
 - Review and Processing of Contractor's Pay Applications (Maximum of 2) and Change Orders (Maximum of 1)
 - Weekly Project Status Communication with the City and Contractor
- 2.2 Construction Observation
 - Part-Time Construction Observation (Periodic During Critical Work Items)
 - Documentation and Field Reports
 - Project Closeout

The above scope of services for the Water Treatment Plant No. 4 Cation Exchange Media Replacement includes the following assumptions and exclusions:

1. No on-site construction progress meetings involving EEI management.
2. City to Coordinate All Necessary Media Testing for Radium and Metals (TCLP); Assumes Combined Radium for the Media Will Be Less Than 200 pCi/g (Non-Hazardous Waste) and Media Will Be Suitable for Landfilling
3. Detailed Investigations/Studies/Reports for Corrosion Control Impacts of Treatment Change, Such as Pipe-Loop Studies or Coupon Rack Studies, for the Purposes of Obtaining the IEPA Construction Permit, are Not Included.

The above scope for “WATER TREATMENT PLANT NO. 4 CATION EXCHANGE MEDIA REPLACEMENT” summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



DATE:	5/24/2021
ENTERED BY:	KEP

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

Water Treatment Plant No. 4 Cation Exchange Media Replacement
United City of Yorkville, IL
May 24, 2021

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING			DRAFTING	ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	PROJECT MANAGER	PROJECT ENG.	SENIOR TECHNICIAN	ADMIN.		
		HOURLY RATE:	\$212	\$185	\$147	\$147	\$70		
DESIGN ENGINEERING									
1.1	Project Administration		1	2				3	\$ 582
1.2	Design and Project Manual Preparation			12	28	2	2	44	\$ 6,770
1.3	Bidding & Contracting		1	6	8		2	17	\$ 2,638
Design Engineering Subtotal:			2	20	36	2	4	64	\$ 9,990
CONSTRUCTION ENGINEERING									
2.1	Construction Administration		1	16	16		2	35	\$ 5,664
2.2	Construction Observation			20	36			56	\$ 8,992
Construction Engineering Subtotal:			1	36	52	-	2	91	\$ 14,656
PROJECT TOTAL:			3	56	88	2	6	155	24,646

DIRECT EXPENSES	
Printing (Design) =	\$ 50
Vehicle (Construction) =	\$ 200
	\$ -
	\$ -
DIRECT EXPENSES =	\$ 250

LABOR SUMMARY	
Engineering Expenses =	\$ 23,932
Surveying Expenses =	\$ -
Drafting Expenses =	\$ 294
Administrative Expenses =	\$ 420
TOTAL LABOR EXPENSES =	\$ 24,646

TOTAL EXPENSES =	\$ 24,896
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Standard Schedule of Charges

January 1, 2021

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$217.00
Principal	E-3	\$212.00
Senior Project Manager	E-2	\$206.00
Project Manager	E-1	\$185.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$174.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$162.00
Project Engineer/Planner/Surveyor	P-4	\$147.00
Senior Engineer/Planner/Surveyor	P-3	\$135.00
Engineer/Planner/Surveyor	P-2	\$123.00
Associate Engineer/Planner/Surveyor	P-1	\$110.00
Senior Project Technician II	T-6	\$158.00
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Project Technician	T-4	\$135.00
Senior Technician	T-3	\$123.00
Technician	T-2	\$110.00
Associate Technician	T-1	\$ 97.00
GIS Technician	G-1	\$100.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 200.00
Expert Testimony		\$ 250.00

**Well No. 7 Rehabilitation
United City of Yorkville, Kendall County, IL
Professional Services Agreement - Design and Construction Engineering**

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included exhibits. Design and Construction engineering will be provided for the rehabilitation of the pumping equipment and investigating well performance at Water Well No. 7. Scope does not include modifications to the existing system, such that an IEPA Construction Permit shall be required. Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Exhibit 3. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$7,258.00 and Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$14,088.00. The hourly rates for this project are shown in the attached 2021 Standard Schedule of Charges (Exhibit 5). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the City. The City agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

G. Independent Contractor:

ENGINEER shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the ENGINEER under this agreement shall be that of an independent contractor. ENGINEER will not be considered an employee to the City for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery : The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting : The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity : The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal

sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: x United States Citizen Resident Alien Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) x Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

ENGINEER shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any

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

- Exhibit 1:** Standard Terms and Conditions
- Exhibit 2:** Scope of Services
- Exhibit 3:** Estimate of Level of Effort and Associated Cost
- Exhibit 4:** Anticipated Project Schedule
- Exhibit 5:** 2021 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

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

For the ENGINEER:

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

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

Agreed to this ____ day of _____, 2021.

United City of Yorkville:

Engineering Enterprises, Inc.:

Bart Olson
City Administrator

Brad Sanderson, P.E.
President

Eric Dhuse
Public Works Director

Angie Smith
Executive Assistant

STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEl) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or

connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

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

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the

anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

WELL NO. 7 REHABILITATION

United City of Yorkville

Exhibit 2 – Scope of Services

The United City of Yorkville intends to rehabilitate Water Well No. 7. The work for the well will be performed by a single contractor through one set of bid documents. The main objective of this project is to rehabilitate the well pumping equipment and investigate well performance. This work will be done in accordance with a Project Manual prepared by the Engineer. This Project Manual will be utilized as a basis for bidding and contracting for the project as well.

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

DESIGN ENGINEERING

- 2.1 Project Management and Administration
 - Management of Personnel and the Engineering Contract
 - Budget Tracking
 - Updates at Internal Meetings
- 2.2 Project Manual Preparation
 - Preparation of 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding Documents with Base Bid Schedule and Mandatory Alternate Bid Schedule, General Conditions, Well Schematic, Special Provisions and Exhibits
 - Internal QA/QC
- 2.3 Bidding and Contracting
 - Prepare Bidders List and Ad for Bid
 - Submit Ad for Bid to the Local Paper and Post Bidding Documents on Quest CDN. Does Not Include a Pre-Bid Meeting.
 - Address Bid Questions and Prepare Addenda
 - Attend Bid Opening
 - Prepare Bid Tab, Bid Summary, and Recommendation of Award
 - Execute Contract Documents

CONSTRUCTION ENGINEERING

- 3.1 Construction Administration
 - Coordinate and Attend the Pre-Construction Meeting
 - Reviewing and Responding to Contractor's Requests for Information (RFIs)
 - Review and Processing of Contractor's Pay Applications (Maximum of 2) and Change Orders (Maximum of 2) for The Project
- 3.2 Construction Observation and Documentation
 - Part-Time Onsite Construction Observation During Removal and Reinstallation of Pumping Equipment, and Startup of the Well (Maximum of 3 Site Visits)
 - Review Video Survey of the Well
 - Meet City Staff at the Contractor's Shop to Inspect the Disassembled Pumping Assembly, Motor, and Column Piping for the Well. Provide Recommendations to City Staff, Based Upon Review of the Equipment and the Contractor's Written Inspection Report.

The above scope of services for Well No. 7 Rehabilitation includes the following assumptions:

1. No Construction Permit Required for Well No. 7

The above scope for "WELL NO. 7 REHABILITATION" summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



Engineering Enterprises, Inc.

Outstanding Service ~ Every Client ~ Every Day

EXHIBIT 3
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR
PROFESSIONAL ENGINEERING SERVICES FOR
 WELL NO. 7 REHABILITATION
 UNITED CITY OF YORKVILLE, IL
 May 24, 2021

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				DRAFTING	ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	SENIOR PROJECT TECH I	ADMIN.		
		HOURLY RATE:	\$212	\$206	\$174	\$147	\$147	\$70		
DESIGN ENGINEERING										
2.1	Project Management and Administration		1	2					3	\$ 624
2.2	Project Manual Preparation		1	2	4	8	2		17	\$ 2,790
2.3	Bidding and Contracting		1	4	8	8		2	23	\$ 3,744
Design Engineering Subtotal:			3	8	12	16	2	2	43	\$ 7,158
CONSTRUCTION ENGINEERING										
3.1	Construction Administration		2	8	16	16		2	44	\$ 7,348
3.2	Construction Observation and Documentation			4	12	24			40	\$ 6,440
Construction Engineering Subtotal:			2	12	28	40	-	2	84	13,788
PROJECT TOTAL:			5	20	40	56	2	4	127	20,946

DIRECT EXPENSES		LABOR SUMMARY	
Printing =	\$ 100	Engineering Expenses =	\$ 20,372
Vehicle (Construction) =	\$ 300	Surveying Expenses =	\$ -
DIRECT EXPENSES =	\$ 400	Drafting Expenses =	\$ 294
		Administrative Expenses =	\$ 280
		TOTAL LABOR EXPENSES =	\$ 20,946

TOTAL EXPENSES =	\$ 21,346
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G:\Public\Yorkville\2017\YO1717-P Well No. 7 Rehabilitation\PSA-2021\Exhibit 3 - Level of Effort.xlsx\Fee Summary

[illegible]



Standard Schedule of Charges

January 1, 2021

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$217.00
Principal	E-3	\$212.00
Senior Project Manager	E-2	\$206.00
Project Manager	E-1	\$185.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$174.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$162.00
Project Engineer/Planner/Surveyor	P-4	\$147.00
Senior Engineer/Planner/Surveyor	P-3	\$135.00
Engineer/Planner/Surveyor	P-2	\$123.00
Associate Engineer/Planner/Surveyor	P-1	\$110.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$147.00
Project Technician	T-4	\$135.00
Senior Technician	T-3	\$123.00
Technician	T-2	\$110.00
Associate Technician	T-1	\$ 97.00
GIS Technician	G-1	\$100.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 200.00
Expert Testimony		\$ 250.00



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 2021-45

Agenda Item Summary Memo

Title: Kennedy Road / Emerald Lane Traffic Control Discussion

Meeting and Date: City Council – June 22, 2021

Synopsis: _____

Council Action Previously Taken:

Date of Action: PW 06-15-21 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2021-45

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Bart Olson

Name

Administration

Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, City Clerk
Date: June 1, 2021
Subject: Kennedy Road and Emerald Lane – Pedestrian Safety Analysis

As requested, we investigated the pedestrian crossing along the east leg of Kennedy Road and Emerald Lane due to safety concerns raised by a few citizens.

Existing Conditions and Observations:

On Thursday, May 13, 2021, EEI completed field investigations of the existing conditions and traffic patterns along Kennedy Road at Emerald Lane.

Kennedy Road is functionally classified by the Illinois Department of Transportation (IDOT) as a Minor Arterial with an existing (2019) average daily traffic (ADT) volume of 4,500 vehicles per day. The posted speed along Kennedy Road is 45 mph.

The existing lane configuration along Kennedy Road at Emerald Lane consists of one (1) 12-foot travel lane in either direction with dedicated left-turn lanes in the eastbound and westbound directions at the intersection. The width of the roadway is 33 feet.

It is understood that much of the pedestrian traffic in the AM and PM peak hours is generated by Autumn Creek Elementary School. Pedestrian counts were collected one hour prior to the first bell from 7:30 to 8:30AM and one hour after the last bell from 3:30 to 4:30 PM on Thursday, May 13.

Signage/Markings

Both eastbound and westbound Kennedy Road have pedestrian crossing ahead signage (MUTCD S1-1, W16-9P) approximately 250' in advance of the crosswalk at Emerald Lane, with a pedestrian crossing signage (MUTCD S1-1, W16-7P) located at the crosswalk. A view of the existing signage is shown in **Photo 1** on the following page. The crosswalk is delineated by two (2) 6" wide white transverse markings with one-foot bars spaced three (3) feet apart center-center and aligned at 45-degree angles.

Kennedy Road and Emerald Lane is a two-way stop-controlled intersection with Emerald Lane subject to stop control.



Photo 1. Crosswalk Signage along Kennedy Road at Emerald Lane, Facing Eastbound

Traffic and Pedestrian Patterns

We also collected seven-day speed data from Thursday, May 13, 2021 to Wednesday, May 19, 2021 via bi-directional traffic collector radar detection along Kennedy Road east and west of Emerald Lane. Below is a summary of the average AM and PM peak hour traffic along with pedestrian counts collected on Thursday, May 13.

The table below shows the volumes in the AM and PM observed along Kennedy Road.

Time Period	<i>May 2021</i>	
	<i>Opposing Traffic</i>	<i>Pedestrians</i>
7:30-8:30 AM	295	2
3:30-4:30 PM	440	7

In addition to vehicular and pedestrian traffic counts, gaps in traffic greater than 17 seconds were also recorded as a gap long enough for a pedestrian to cross at this location (48-foot crosswalk). The 17 second interval was estimated using a crossing speed of 3.5 feet per second (taken from the MUTCD) and a pedestrian startup time of 3 seconds. According to the Institute of Transportation Engineers, longer crossing times are needed for school-aged children. They recommend using 2.0 feet per second for elementary school children, which requires gaps in traffic greater than 27 seconds. **Based on the vehicular and pedestrian counts, the average vehicular gap is 12.2 seconds and 8.2 seconds in the AM and PM peak hours, respectively. Both are well short of the required 27 second gap for elementary school students.**

Street Lighting

The existing intersection is currently lit with fixtures provided in the medians on both the north and south legs of Emerald Lane.

Sight Distance

The existing Kennedy Road profile along the centerline appears to be flat (grades less than 3%). According to the IDOT Bureau of Local Roads Manual, the required stopping sight distance is 425 feet for a 50 mph design speed. Based on our observations in the field, it appears that the stopping sight distance requirement is fulfilled.

Analysis and Review of Conditions

The section on crosswalks in the MUTCD says the following:

“New marked crosswalks alone, without other measures designed to reduce traffic speeds, shorten crossing distances, enhance driver awareness of the crossing, and/or provide active warning of pedestrian presence, should not be installed across uncontrolled roadways where the speed limit exceeds 40 mph and either:

- A. The roadway has four or more lanes of travel without a raised median or pedestrian refuge island and an ADT of 12,000 vehicles per day or greater; or*
- B. The roadway has four or more lanes of travel with a raised median or pedestrian refuge island and an ADT of 15,000 vehicles per day or greater.”*

Since there are two (2) lanes of travel, no raised median or pedestrian refuge island present, an ADT of 4,500 vehicles per day, a posted speed of 45 mph, minimal pedestrian traffic, and very few gaps in traffic long enough for pedestrians to cross at this location, MUTCD criteria recommends that a crosswalk should not be installed.

However, since the crossing has already been established, we have evaluated installing other measures to enhance driver awareness of the crossing and provide active warning of pedestrian presence.

Signal Warrants

First, we reviewed the traffic signal warrants based on pedestrian volume. According to the MUTCD, Signal Warrant 4, Pedestrian Volume, the minimum required number of pedestrians crossing the major street at an intersection during an average day is 107 or more for each of any four hours or 133 or more for any one-hour period. For Signal Warrant 5, School Crossing, the minimum required number of pedestrians is 20 during the highest crossing hour. Since neither warrant is met based on pedestrian volume observed, the need for a traffic signal is not justified.

Pedestrian Hybrid Beacons

A pedestrian hybrid beacon is used to control traffic at an unsignalized location to assist pedestrians in crossing at a marked crosswalk. It can be used at locations where a traffic signal is not warranted or the decision was made to not install a traffic control signal. However, the guidelines for installation of a

pedestrian hybrid beacon require a minimum pedestrian volume of 20 for one hour of an average day. The pedestrian volume observed does not fit this criterion, so installing a pedestrian hybrid beacon is not justified.

Increasing Sign and Pavement Marking Conspicuity

Since traffic signals and pedestrian hybrid beacons are not warranted, another option is increasing the sign conspicuity of the pedestrian crossing signs. Section 2A.15 of the MUTCD offers several suggestions to accomplish this. Some options that could be used include: adding a red or orange flag above signs, adding a warning beacon to the sign, adding LED lights to the sign, or adding a strip of retroreflective material to the sign support.

Pavement markings can also be used to supplement the conspicuity of a crosswalk, such as Yield Lines 20 to 50 feet from the crosswalk. The use of Yield Lines also requires the use of either YIELD HERE TO PEDESTRIANS (MUTCD R1-5 or R1-5a) or STOP HERE FOR PEDESTRIANS (MUTCD R1-5b or R1-5c) signs.

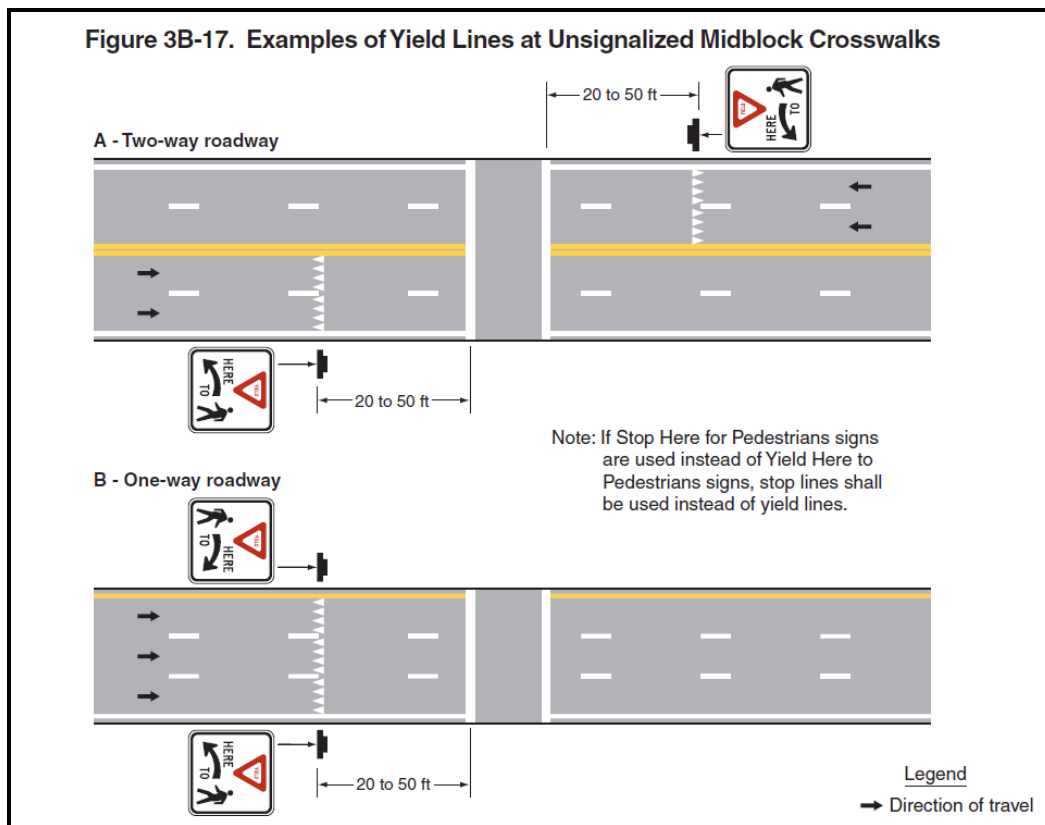


Photo 2. MUTCD Guidance on Yield Lines and Stop Here for Pedestrians Signs

Conclusions and Recommendation

If the City chooses to enhance driver awareness, based on our observations we would recommend signage and pavement marking enhancements to the pedestrian crossing. We recommend the Rectangular Rapid Flashing Beacon (RRFB) as it is more conspicuous to motorists. Photo 3 (below) shows an example of a RRFB assembly at a crosswalk. We recommend replacing the existing signage assemblies at the

crosswalk (pedestrian crossing signs with diagonal downward arrow plaques) with RRFB assemblies with pedestrian push buttons (new assemblies to include the pedestrian crossing sign and diagonal downward arrow plaque). We also recommend the implementation of the Yield Lines and STOP HERE FOR PEDESTRIANS signs (MUTCD R1-5c) approximately 20 to 50 feet in advance of the crosswalk in both directions.



Photo 3. Sample RRFB Installation (TAPCO)

Costs

We are estimating that the purchase and installation of the RRFB, striping and signage would be in the \$20,000-25,000 range.



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, City Clerk
Date: June 2, 2021
Subject: Kennedy Road and Emerald Lane – Multi-Way Stop Sign

As requested, we investigated the possible installation of multi-way stop signs at the following intersections:

- Kennedy Road and Emerald Lane - Currently, the intersection of Kennedy Road and Emerald Lane is two-way stop controlled with Emerald Lane subject to stop control.

EEI collected 24-hour traffic counts via on-road tube collectors for the north and south legs of the Kennedy Road and Emerald Lane intersection on Thursday, May 13, 2021. We also collected seven-day speed data from Thursday, May 13, 2021 to Wednesday, May 19, 2021 via bi-directional traffic collector radar detection along Kennedy Road east and west of Emerald Lane.

The governing entity on traffic control signage is the Manual on Uniform Traffic Control Devices (MUTCD). The manual states as follows in regard to multi-way stop sign installation:

Guidance:

The decision to install multi-way stop control should be based on an engineering study.

The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

C. Minimum volumes:

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and

2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but

3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

Other criteria that may be considered in an engineering study include:

A. The need to control left-turn conflicts;

B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;

C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and

D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

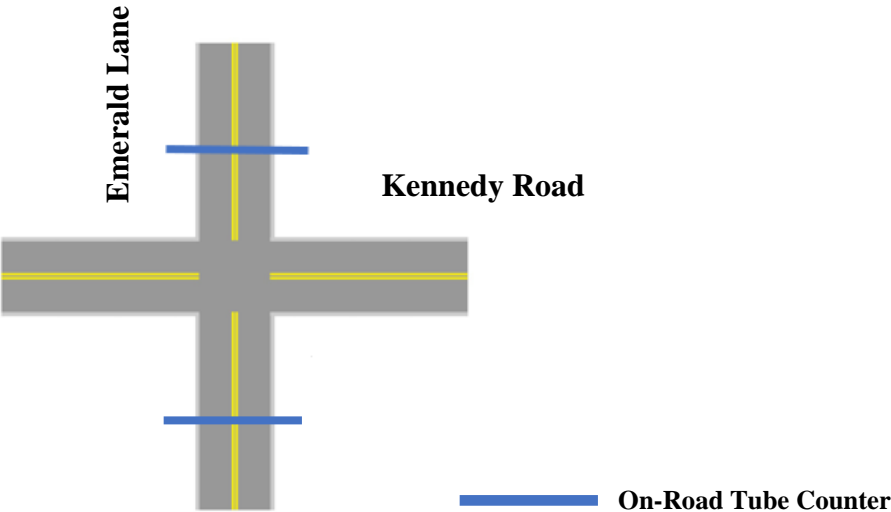
Our findings were as follows:

- There are no sight distance constraints.
- The vehicular volumes entering the intersection from the major street approaches (Kennedy Road) appears to be below 300 vehicles per hour for any 8 hours of an average day.
- The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street (Emerald Lane) appears to be below 200 units per hour for the same 8 hours. Per the traffic counts, the north leg of Emerald Lane sees a daily peak volume of 14 vehicles entering the intersection between 5:30-6:30 PM. The south leg has a daily peak volume of 12 cars entering the intersection between 1:30-2:30 PM.
- Because the posted speed limit exceeds 40 mph, the minimum vehicular volume of 70 percent of values were also evaluated. Kennedy Road meets the 70 percent volume warrant; however, Emerald Lane falls well short of vehicular volumes entering the intersection.
- The accident history is below the threshold warranting stop signs.
- This intersection does not appear to be a good candidate for a multi-way stop sign based on the above criteria.
- **Since Kennedy Road is considered the main road of the two, EEI has found that the existing two-way stop control is sufficient since Emerald Lane is subject to stop control.**

Crash History Reports (provided by the City)

- 2020-08-01 – Property Damage
- 2019-01-12 – Property Damage
- 2017-09-19 – Property Damage

Traffic On-Road Tube Collector Locations





Engineering Enterprises

52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com

DATE:	MAY 2021
PROJECT NO.:	YO2120
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2011\
FILE:	YO2120-Location of Stop Sign Analysis.mxd

LOCATION OF STOP SIGN ANALYSIS



**UNITED CITY OF YORKVILLE
MULTI-WAY STOP
PRELIMINARY ENGINEERING EVALUATION**

Location: Kennedy Road and Emerald Lane

Primary Criteria to Consider*

<u>Criteria Met</u>			<u>Criteria**</u>
Yes	Additional Study Required	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
			C. Minimum Volumes:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. The vehicular volume entering the intersections from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. The combined vehicular, pedestrian, and bicycle volume entering the intersections from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	D. Where no single criterion is satisfied, but where Criteria B, C.1 and C.2 are all satisfied to 80 percent of the minimum values, criterion C.3 is excluded from this condition.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	E. The need to control left-turn conflicts;
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	F. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	G. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	H. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

Based on a preliminary review of the criteria for a multi-way stop sign the following action is recommended:

- ☐ Criteria are clearly met recommending installation of a multi-way stop
- ☒ Criteria are not clearly met at this time - no further action recommended
- ☐ Criteria may or may not be met - additional engineering study required

By: [Signature]
SR PROJECT ENGINEER II
Title

Date: 5-21-21

By: _____
CHIEF OPERATING OFFICER / PRESIDENT
Title

Date: _____

* Based upon Professional Engineer's Review
** Manual on Uniform Traffic Control Devices (MUTCD)



Engineering Enterprises, Inc.

KENNEDY ROAD AND EMERALD LANE



EMERALD LANE FACING SOUTH



EMERALD LANE FACING NORTH



Engineering Enterprises, Inc.

KENNEDY ROAD AND EMERALD LANE



KENNEDY ROAD FACING EAST



To: Bart Olson
City Administrator

From: Ryan Sikes, P.E., PTOE

Date: June 2, 2021

Re: Speed Study at Kennedy Road and Emerald Lane

EEI Job #: YO2120-C

EEI previously analyzed traffic speed data provided by the City of Yorkville (City) from 2020 to investigate the safety of the existing posted speed limit along Kennedy Road between Christy Lane and Autumn Creek Boulevard. A local resident expressed concern that motorists are observed passing slower moving vehicles within the Kennedy Road segment located between Christy Lane and Autumn Creek Boulevard. The resident also noted concerns regarding motorists traveling at higher speeds may potentially lose control of their vehicle and adversely impact the public utilizing the adjacent shared use path.

Our findings from the report dated November 25, 2020 are summarized below:

*Based on the southbound speed data collected in 2020, the average 85th percentile speed is **48 mph**. The range of 85th percentile speeds during this time was 47 mph – 50 mph.*

*Based on the northbound speed data collected in 2020, the average 85th percentile speed is **48 mph**. The range of 85th percentile speeds during this time was 46 mph – 50 mph.*

Upon review of the data collected, it is our recommendation that the speed limit remain as posted and not be reduced. The 85th percentile speed is used to set a safe speed to minimize crashes and to promote uniform traffic flow.

Recently, a few more citizens have raised concerns regarding pedestrians trying to cross in the walkways across Kennedy Road, and vehicles are not stopping. EEI analyzed the traffic speed data collected to investigate the safety of the existing posted speed limit at the intersection of Kennedy Road and Emerald Lane.

The existing lane configuration along Kennedy Road at Emerald Lane consists of one (1) 12-foot travel lane in either direction with dedicated left-turn lanes in the eastbound and westbound directions at the intersection. There is an 8-foot HMA shared used path along the south side of the roadway varying from 5 to 24 feet from the back of the existing curb.



Kennedy Road is functionally classified by the Illinois Department of Transportation (IDOT) as a Minor Arterial with an existing (2019) average daily traffic (ADT) volume of 4,500 vehicles per day. **The posted speed along Kennedy Road is 45 mph.**

EEI collected seven-day speed data from Thursday, May 13, 2021 to Wednesday, May 19, 2021 via bi-directional traffic collector radar detection along Kennedy Road east and west of Emerald Lane.

To analyze the data, an 85th percentile speed must be calculated. This is the speed that 85 percent of the vehicles are travelling below during free-flow conditions. This is considered to be the safe speed for the roadway and is used in setting or adjusting speed limits.

Based on the eastbound speed data collected in 2021, the average 85th percentile speed is **47 mph**. The range of 85th percentile speeds during this time was 42 mph – 51 mph.

Based on the northbound speed data collected in 2020, the average 85th percentile speed is **48 mph**. The range of 85th percentile speeds during this time was 37 mph – 60 mph.

Upon review of the data collected, it is our recommendation that the speed limit remain as posted and not be reduced. The 85th percentile speed is used to set a safe speed to minimize crashes and to promote uniform traffic flow.

pc: Eric Dhuse, Director of Public Works
Jim Jensen, Chief of Police
BPS - EEI



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

Administration Committee #1

Tracking Number

ADM 2021-29

Agenda Item Summary Memo

Title: Solar Site RFP

Meeting and Date: City Council – June 22, 2021

Synopsis: _____

Council Action Previously Taken:

Date of Action: ADM 6-16-21 Action Taken: Moved forward to City Council agenda.

Item Number: ADM 2021-29

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: June 10, 2021
Subject: Solar Farm RFP

Summary

Consideration of an RFP process to solicit ideas and proposals for solar farm projects on various City properties throughout town.

Background

Kendall County's solar farm near their John Street campus was arranged by Progressive Business Solutions, the City's residential electric aggregation broker. The Kendall County campus was built with no County outlay of funds and is saving the County more than \$100,000 per year in electric costs with little management responsibility from the County. During a recent staff-level conversation about residential electric aggregation, the Progressive Business Solutions representative indicated that solar funding would soon be available from the state, and that the City could take advantage of this funding by holding an open call for solar farm projects on City properties. Since that meeting, the City staff and Progressive Business Solutions staff have worked to inventory all City properties – from a small easement with a weather warning siren, to the 651 Prairie Pointe building, to larger vacant properties throughout town.

Progressive Business Solutions will be at the meeting and will give a presentation on the concept of an open call for solar projects on City properties. The idea of the draft RFP is that there are 5-10 companies that build or develop solar farms that will have ideas about where solar could be viable in Yorkville. The City would approve the draft RFP, seek creative ideas from firms, review those ideas, pick a firm to have more detailed discussions with, conduct in depth due diligence on those ideas, and then present any solid proposals to City Council for consideration.

The draft RFP does not have any direct costs. Progressive Business Solutions will run the majority of the RFP administration process on the City's behalf, including conducting their own technical review of the proposals before sitting down with City staff to discuss the merits of each proposal. If the City decides to move forward with a project after staff and City Council review, Progressive would receive compensation from the solar farm developer as part of a final deal with the developer and City Council. If the City reviews the proposals and determines that the sites or the proposals do not work, the City can simply reject all bids.

Recommendation

Staff recommends approval of the RFP document for an open call for ideas for solar farm projects on various City properties.

**City of Yorkville
Request for Proposals to Contract**

For

**Solar Photovoltaic System Site-Surface Lease Or
To Otherwise Provide Professional Complete Solar
Photovoltaic Operation**

June 18, 2021

Project Sponsor:

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

ADVERTISEMENT

City of Yorkville Request for Proposals (RFP) to Contract for Solar Photovoltaic Systems Site Development and Operation

Progressive Business Solutions, on behalf the City of Yorkville ("City"), is seeking sealed Proposals indicating definite interest in contracting for the development, finance, and operation of a solar photovoltaic energy system at various site locations throughout their property. List of defined sites attached on Exhibit A:

Proposers must indicate definite interest in being selected to negotiate terms of financing, construction, operation of, and sales from a solar photovoltaic field operation that will require considerable professional level engineering, management, and analytical skills, together with adequate capital, energy market and marketing expertise to be successful. The successful Bidder will either own or sell the installed equipment to other persons. Proposers are expected to lease or receive a license for the use of the affected surface operation at a lease or license cost and payment arrangement to be negotiated and agreed upon by the CITY. All Proposers are expected to independently investigate and verify the facts and factors important to the success or failure of their Proposal, develop an approach to complete a commercially viable installation of a solar energy facility at the Sites, that will not negatively impact the roof of the facility. Each Proposer assumes, and will itself, bear the cost of its Proposal, the proposal evaluation and contract negotiation process, equipment, zoning and permitting, negotiating design approval with the regulatory agencies, construction cost, Operation and Maintenance (O&M) costs, system decommission/Site restoration costs, all unanticipated delay, and all market risk.

Proposals will be accepted until 3:00 pm CST on August 18,, 2021. The Request for Proposal and Site information is available by written request to Shawn Ajazi, Progressive Business Solutions, on behalf of the City of Yorkville at 1981 W. Downer Place Suite 402 Aurora, IL 60506. Shawn Ajazi can be contacted:

Email Address: shawn@savewithprogressive.com

Office Phone: (630) 882-6100

Fax: (630) 882-6132

PROPOSAL REQUIREMENTS

SCOPE OF WORK

The CITY is seeking to identify and contract with a Successful Proposer for a “Project” that shall include the design, financing, installation, and operation of solar photovoltaic generators at various site throughout the City’s facilities in Illinois and interconnection of the generation equipment to the utility distribution system, along with any such improvements or repairs needed at the Sites to accommodate any of such improvements (“Project”). See Site locations map (attached as Exhibit A) and Operation is to be for a minimum of twenty-five years.

All entities delivering timely and complete Proposals shall be referred to as “Proposer” under this Request for Proposal (RFP). A Proposer may simply ask for a 25-year lease of the property by the CITY, with proposed monetary and other terms of rent and a binding commitment to develop a solar photovoltaic field by a date certain, together with demonstration of capability to bring the development to completion and successful operation, plus undertake long term O&M, inspections, repairs, corrective measures, and decommissioning/restoration as needed. **Whether lease, license or other arrangement is proposed, a Proposer must demonstrate in its proposal that it has the professional skill, capital, and other necessary qualifications to be selected and entrusted to install, sell, manage, and operate/maintain, repair, and eventually dismantle and decommission the system successfully, as well as provide insurance or performance bond to hold the CITY harmless as to any claims, damages, losses, costs, or adverse impact to the ongoing environmental investigation and remediation actions caused by activities of solar development.**

Each response to this RFP should include a confidential pro-forma demonstration that the Proposer's contemplated development at the Site a) is commercially viable so as to provide economic benefit to the City, and quantify estimates of the economic benefit, b) does not impact those portions of the Site that are under ongoing environmental investigation and remediation activities, and C) does not create or enlarge the costs at the Site for the City. The successful Proposer of solar photovoltaic energy production shall also demonstrate willingness and ability to finance, design, construct, commission, own, operate, maintain, and de-commission all ground-mounted photovoltaic generation and other project-related equipment on the Site. Lease Proposals may, at the Proposer's discretion, involve renewable energy related installations other than a solar photovoltaic field, e.g. battery storage, as their principal use. Proposers may condition their willingness to contract on specific prerequisites being fulfilled.

A Proposer must include detailed descriptions of its qualifications to undertake, finance, install, operate, and complete the Project it is proposing. A Proposer may claim and identify confidential business information status for sensitive information that is confidential or proprietary. Each Proposal should contain details on what a Proposer wishes to undertake, any contracting prerequisites, necessary contract conditions, and a description of the type of contractual relationship it proposes (i.e., lease, turnkey, or either).

The CITY expects that land and roof area will be made available, and the Project will be undertaken pursuant to the terms and conditions of a contract agreement to be negotiated between the CITY and the successful Proposer. Any contracts executed under this RFP shall be contingent upon approval of the CITY. A condition of any contract that is not a lease is that the economics of

the Proposal accepted must benefit the CITY by directly or indirectly reducing, offsetting, or paying for their energy and/or other operating costs.

The Project as may be proposed, inclusive of any or all development, construction, and operation activities at the Site, must not damage or interfere with the operation, maintenance, or effectiveness of the ongoing environmental investigation and remediation activities for the current wastewater treatment operations the CITY. Final contract approval and all terms of any contract for any aspect of the Project development, installation, or operations, shall be contingent upon confirmation and approval of such installation and operation arrangements by the CITY and Progressive Business Solutions. The operation must also comply with all other applicable laws, including, without limitation, municipal and county zoning code compliance. The CITY expects to cooperate with the Proposer and support the permission effort if all other conditions are satisfied.

The Successful Proposer will be awarded an exclusive, 120-day opportunity to investigate and negotiate with the CITY for the award of the Project. Extensions of the exclusive opportunity may be possible for good cause at the discretion of the CITY. The CITY reserves the right to reject any or all proposals, if deemed not to be in the best interest of the CITY.

SCHEDULE & MILESTONES

- RFP issued: Friday June 18, 2021.
- Site Inspection Opportunity: Wednesday July 9, 2021 at 9:00 a.m. CST.
- Submittal of Formal Questions: Friday July 23rd, 2021 at 3:00 p.m.
- Submittal of Proposal: Two (2) hard copies to Progressive Business Solutions for the City of Yorkville c/o Shawn Ajazi, 1981 W. Downer Place, Suite 402, Aurora, IL 60506, and one electronic copy in accordance with Paragraph 8 "Submittals", below. **The deadline for submittals is August 13, 2021 at 3:00 PM CST.** (This is a hard deadline that will not be extended except at the CITY's discretion for exceptional cause),
- Award of Preferred developer status: TBD
- Execution of Contract: TBD

PROPOSAL REQUIREMENTS

1. General Letter of Intent to Contract or Lease

All Proposals shall include a Letter of Intent. The Letter of Intent must identify the company, partnership, corporation, or individual(s) proposing the project and shall include a detailed summary of the proposed project. The Letter of Intent shall include a statement that the Proposer has read this RFP and accepts its terms and conditions.

2. Project Proposal

Project Proposals shall accompany the Letter of Intent and shall include the following information:

- a. Name, address, and telephone number of firm and principal contact person.
- b. Type of organization (i.e., corporation, partnership, joint venture, etc.) including list of participants, as appropriate.
- c. History, ownership, professional qualifications, and organizational background of the firm(s) and all contemplated sub-contractors (Development Team):
 - i. Provide a brief history of the firm(s) as well as a synopsis of ownership;
 - ii. If the company responding is a partially or fully owned subsidiary of another firm, include the above information for the parent company, parent company's credit rating, and an appropriate statement by the parent company in support of the subsidiary's submittal;
 - iii. If the Proposer intends to sub-contract parts of the work, include the above information for all contemplated sub-contractors to the extent known;
 - iv. Professional qualifications of the individual principals who are to be involved in the design, installation, and production process and their areas of emphasis or expertise. Proposer must show at least 10 years of experience in the PV solar energy market space, be NABCEP certified, and a qualified person as defined by pending rule 16-128A(a) by the Illinois Commerce Commission (ICC).
- d. Project Approach that includes, but is not limited to:
 - i. an overview of Proposal elements, costs, responsibilities;
 - ii. a preliminary description of the design and installation methodology the Proposer will seek to utilize at the Site, along with estimated load factors created by the proposed Project design and any possible penetration(s) of the surface at the Site to complete the proposed Project, and how such load factors, possible surface penetrations and any other aspect of construction and O&M will or may impact those portions of the Site under ongoing environmental investigation and remediation activities, including without limitation:

- iii. suggestions or special concerns the CITY should be aware or should consider, including but not limited to, the consideration of virtual net metering options, purchase and leaseback of equipment if proposed, and other arrangements that are worthy of consideration;
 - iv. a statement of willingness to absorb the cost of creating and presenting a detailed solar development plan for the Sites and obtaining the approvals of the IEPA (as necessary), Kendall County, and the City of Yorkville IL;
 - v. any other information or tasks Proposer considers necessary for the successful completion of a contractual arrangement;
 - vi. Solar energy system concept must operate behind the meter, and directly off-set a portion of the City's load and include net metering.
 - vii. Solar energy system's panel and inverter technologies must be supplied by Tier 1 manufacturers.
- e. Proposed draft or detailed summary of the cost of Direct Purchase, Power Purchase Agreement (PPA), lease, license, or other arrangement's contract terms and conditions, including:
- i. whether more than 25 years of operation are required;
 - ii. whether and to what extent Proposer requires assistance to identify and secure customers;
 - iii. how financing of the equipment will be managed;
 - iv. bonding, insurance or other means of assuring system construction, O&M, removal and decommissioning with Site restoration as needed or required by the CITY; and
 - v. bonding, insurance or other means of holding the CITY harmless as to any claims, damages, losses, costs, or adverse impact to ongoing environmental investigation and remediation actions caused by activities of solar development, solar installation, operations, or decommissioning.
 - vi. provide a performance guarantee of 85% annual kWh delivery or pay for lack of performance. Include how this guarantee will be insured/secured.
 - vii. must include a commercially reasonable fee paid for by the successful bidder to Progressive Business Solutions
- f. Include in the proposed draft lease or license or otherwise propose a process for addressing issues that will need to be managed at the outset or from time to time during the construction and O&M of the solar field respecting the following points:

- i. Updated topographic survey (for any areas where solar is proposed), and requirement for periodic updated topo surveys (every 5-10 years) during solar life **(to be provided by the City's Engineer);**
- ii. Phasing from conceptual solar design (submitted with response to RFP) to draft and final design plans and specs subject to the CITY's review/approval;
- iii. Access and staging needs – ingress/egress, deliveries, equipment staging, movement of vehicles making repairs to the Site as needed in the judgment of the CITY;
- iv. Security – ingress/egress, locks/keys, additional security needs of solar and how integrated with the current fences and other security, including coordination with a CITY representative;
- v. Allow a CITY representative to be present when work is taking place inside fencing;
- vi. Provide proof of health and safety training and measures to be in place for solar construction workers, and its consistency with the CITY Contractor requirements;
- vii. As-built / construction summary report required for solar; along with O&M plan and contingency/corrective measures if problems occur;
- viii. O&M details – what is frequency of solar O&M visits, what is done during such visits, what is plan/process for repairs if settlement occurs, solar panels are damaged, etc. Site-specific O&M Plan may be required to ensure solar and environmental investigation and remediation activities are well integrated;
- ix. Ongoing environmental investigation and remediation activity O&M requirements, such as inspections, must be accommodated at all reasonable times;
- x. In the event a major repair or any other work related to the ongoing environmental investigation and remediation activities is needed and solar panels are in the way of that repair/work area – who is responsible for moving/replacement of panels and/or the cost of same and what is the lead time associated with such movement to effectuate the repair/work;
- xi. Long-term care and decommissioning – a specific decommissioning plan should be provided;
- xii. Provision of insurance and/or performance bond to ensure Proposer completes scoped work, makes timely repairs as needed, replaces aged solar equipment/panels, maintains solar system, complies with obligation to cooperate with the ongoing environmental investigation and remediation activity needs, and does not leave equipment in place, assuring that the CITY does not incur costs due to the Project.+

- g. Project Schedule, expressed in weeks and months, indicating major project milestones and durations once contract is awarded. Elements that must be addressed in Project Schedule include:
 - i. Management and Maintenance Plan for grounds and structures;
 - ii. Conceptual site plan;
 - iii. Final site plan and construction specifications;
 - iv. Site security plans;
 - v. Construction safety plan;
 - vi. Construction schedule;
 - vii. As-built documentation;
 - viii. System O&M, removal and decommissioning plan;
 - ix. Financial assurance of Contract performance arrangements
- h. Services to be provided by sub-contractors, if any. Note: Failure to notify that subcontractors will be used in advance of the project subjects the proposer to disqualification and forfeiture at any time. Subcontractors shall meet all applicable insurance and other requirements of the Contract.
 - i. List of all previous and current similar solar projects of Proposer including:
 - i. Location and project description;
 - ii. Project size and cost details;
 - iii. Proposer's involvement;
 - iv. References (names, titles, and telephone numbers); and
 - v. Dates started and completed.
 - i. Qualifications and Experience of Key Personnel, including those of all contemplated sub-contractors. List key in-house professional and management staff, and the qualifications of key individuals who will be involved in all phases of the project. Cite examples of successful complex project management and meeting financial targets.
 - j. Projected customer and rate information suitable and sufficient to enable evaluation of

likelihood of success of Proposer to make solar energy and renewable energy credit (REC) sales commercially viable, along with pro-forma estimate of projected Developer's costs, revenue received, and expected economic benefit to the CITY.

3. Financial Capability

Proposals must demonstrate the reasonable likelihood of sufficient financial resources to develop the Site in a manner consistent with the Proposal. The Contract may require that the Proposer or its Contractors' performance be bonded and shall include certain indemnity obligations to cover any damages or claims that are caused by the installation, operation, and decommissioning of the proposed Project.

4. Insurance Coverage

Proposals shall expressly acknowledge the need for insurance and include a statement that at least the following insurance will be required to be in force upon finalizing the Contract:

- a. Worker's Compensation Insurance for the protection of all employees throughout the entire period that this contract is in operation with coverage B limit of liability of not less than \$500,000.
- b. Comprehensive General Liability for bodily injury in the amount of \$1,000,000 (for one person) and \$2,000,000 (on account of one accident), including contingent liability for the landowner for the acts or omissions of the Developer, its engineer, contractor, or subcontractors in the same amounts. The CITY and its consultant (Progressive Business Solutions) shall be named additional insureds under this coverage on a primary, non-contributory basis.
- c. Property damage in the amount of \$2,000,000 each occurrence and \$4,000,000 aggregate.
- d. The property damage insurance shall be in amounts approved by the CITY and cover/include comprehensive for premises/operations, subsidence, collapse, explosion, and surface and/or underground damage to the Site pursuant to the ongoing environmental investigation and remediation activities, with no exclusion for environmental matters, public utilities, products/completed operations, contractual, independent contractor, broad form property damage, and shall also cover and include contingent liability for the CITY for facts of omissions of the Developer, its engineer, contractor or subcontractors in the same amounts. The CITY and its consultant (Progressive Business Solutions) shall be named additional insureds under this coverage on a primary, non-contributory basis.
- e. Architects'/Engineers' Professional Liability (errors and omissions on a claim - made basis) in the amount of \$2,000,000 for any one claim, and in the annual \$4,000,000 aggregate with not more than \$100,000 deductible for each claim. The CITY and its consultant (Progressive Business Solutions) shall be named additional insureds under this coverage on a primary, non-contributory basis.
- f. Automotive vehicles, both owned and non-owned, used in conjunction with the job both on and off the public highway shall carry the same rates of insurance for bodily

injury and property damage as stated above. The CITY and its consultant (Progressive Business Solutions) shall be named additional insureds under this coverage on a primary, non-contributory basis.

- g. Umbrella or Excess Insurance coverage applicable to all insurance policies issued to satisfy subparagraphs a. through f. of this paragraph in the amount of \$5,000,000 each occurrence and \$10,000,000 aggregate. The CITY and its consultant (Progressive Business Solutions) shall be named additional insureds under this coverage on a primary, non-contributory basis.
- h. Contractors' completion bond in an amount specified in the Contract sufficient to assure the construction completion of the solar photovoltaic field and related equipment should work involving construction not timely ensue or reach completion.
- i. Any other insurances or bonds required by law.

5. Questions and Correspondence

All Proposer's questions should be submitted via email to Shawn Ajazi, Progressive Business Solutions, 1981 W. Downer Suite 402, Aurora, IL 60506 at shawn@savewithprogressive.com with "Solar Proposal at the City of Yorkville" in the subject line, no later than 3:00 pm CST on Friday July 23, 2021.

6. Communications Before and After Submittal of Proposals

Meetings and discussion of Proposals and issues relevant to the success of a possible Proposal may be held with representatives of the CITY, Progressive Business Solutions, and other relevant entities and interests prior to the submittal date.

All questions about the RFP should be made submitted in accordance with the above Section 5. Oral explanations or instructions are not binding. Any information materially modifying this RFP will be furnished to all Proposers by an addendum issued at least five (5) business days in advance of the submittal deadline.

7. Site Inspection Opportunity

Site inspection is schedule for July 7th at 9:00 a.m. CST. Please contact Shawn Ajazi to confirm your attendance and request a site inspection list.

8. Submittals

Submittals of Proposals shall be made by sending two (2) hard copies and one (1) electronic copy labeled "Response to Request for the City of Yorkville Solar Development Proposal" to Shawn Ajazi, Progressive Business Solutions, on behalf of the City of Yorkville at 1981 W. Downer Suite 402, Aurora, IL 60506. The electronic copy shall be submitted on a compact disk or flash drive that contains a complete color copy of the Proposal in PDF or other readily retrievable format. See also Section 19.

9. Evaluation Criteria

The CITY will evaluate Proposals based upon the following criteria:

- a. Proposer (and development team) professional qualifications, experience, and expertise.
- b. Economic terms and conditions, including nature and deliverability of any stated prerequisites to Contract negotiation.
- c. Economic benefit to the CITY. In the case of a lease, the amount of income from the lease and the degree to which sales of energy or other aspects of the proposal will benefit the CITY are relevant. In the case of an alternatively structured proposal, the above are relevant and the proposer must also include a showing or guarantee that the proposal will "directly or indirectly" reduce the energy or other operating costs of the CITY".
- d. Appearance of likelihood of mutually successful project contract negotiations and successful project performance.
- e. Method of Project approach.
- f. Project schedule.
- g. Financial capability of Proposer, including capital availability, investor reliability, and provisions of adequate insurance and/or performance bond.
- h. Compatibility of proposed development, installation and operations with those portions of the Site under ongoing environmental investigation and remediation activities or other requirements. **Generally, no proposal will be approved if the installation or operations of the proposed solar facility is reasonably expected to i) compromise the ongoing environmental investigation and remediations activities, ii) compromise the existing Site, or iii) otherwise impose unacceptable costs to the CITY.**
- i. Past performance on similar projects, if any.
- j. Conceptual Site development plan.
- k. Sight, sound, and other neighborly compatibility considerations both during and after construction.
- l. Turnkey contracts must demonstrably benefit the CITY economically as required by law.
- m. The successful Proposal is not necessarily going to be awarded to the lowest cost Proposer. The selection of a successful Proposer is regarded as falling within the lawful discretion of the CITY to engage a person for specialized, professional quality analytical, engineering and project management skills in whose judgment the CITY will be placing trust and confidence to succeed in a complex project. Lease Proposals

are, in addition, within the discretion of the CITY to deal with the lease or other disposition of property. Lease Proposals may be judged both on the financial terms of a lease and the professional qualifications of the Proposer and suitability of the Proposer's plan for successful use and operations at the Site. Lease Proposals may include renewable energy related installations other than a solar photovoltaic field, e.g. battery storage.

- n. Comments or expressed concerns of the CITY or, Kendall County.
- o. Pay Prevailing wage for construction of project in accordance with CITY requirements

The CITY reserves the right to reject all Proposals and the right to explore more than one Proposal before selection of a successful Proposal. Proposers and the CITY may modify and otherwise negotiate terms of Proposals prior to finalization if such modifications are mutually agreed.

10. Permits and Proposers Pre-Submittal Costs

Permits and Applications

The successful Proposer must obtain all required permits from federal, state, and local agencies, including the interconnection agreement with ComEd or other appropriate distribution entity. The project shall be contingent on consistency with the City of Yorkville, IL zoning.

Proposal Preparation and Submittal Phase

Proposers must provide and pay for any type of related engineering services and field surveys needed for design purposes, engineering surveys, marking to enable contractor(s) to proceed with their work, and providing other special field surveys. Topographic and boundary surveys will be provided by the CITY. Proposers bear all their costs of making the proposal, and the cost of presenting to the CITY, Kendall County and other approval related meetings or hearings.

The CITY reserves the right to hold a pre-submittal conference, of which notice will be sent in advance, and to issue addenda as appropriate to interpret, clarify, or expand the Proposal documents.

Successful Proposer is expected to confirm acceptability/qualifications of any prime contractor, subcontractors, suppliers, and other persons and organizations proposed, and to conduct background and reference checks on proposed contractors, subcontractors, and suppliers in anticipation of a contract award.

11. Statement of Agreement

A statement signed by the Proposer shall be submitted stating that the Proposer has read this RFP and accepts its terms and conditions.

12. Disqualification

The Proposer may be disqualified if the Proposer or its principal(s): a) has been convicted

of a crime chargeable as a felony within the past five (5) years; b) has been the subject of a voluntary or involuntary bankruptcy or insolvency proceeding in the past five (5) years that was not dismissed within 180 days of filing; c) has made material misrepresentations of fact in its Proposal; and/or d) is responsible for apparently inappropriate business acts indicating a lack of qualifications for a public benefit project of this type.

13. Compliance with all Laws

The Proposal and any subsequent Contract entered between the CITY and Proposer shall be governed and construed in accordance with the laws of the State of Illinois. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms hereof shall remain in full force and effect.

The Proposer shall comply with all applicable laws, regulations, rules, and policies promulgated by the Federal, State, County, Municipal and/or other government unit or regulatory body, including the CITY, now in effect or which may be in effect during the performance of the Contract. Included within the scope of the laws, regulations and rules referred to in this Section, but in no way to operate as a limitation, are all forms of public utility and Interstate Commerce Commission regulations, Workers' Compensation Laws, the Prevailing Wage Act, the Social Security Act, and the Occupational Safety and Health Act. Proposer and its Contractor shall comply with all applicable Federal, State, and local laws and regulations pertaining to wages and hours of employment of all personnel employed.

Additionally, the Proposer shall comply with all laws and regulations pertaining to equal opportunity and fair employment practices including the Illinois Human Rights Act. The Proposer shall not discriminate against any worker, employee, or applicant, or any other member of the public because of race, religion, color, age, sex, handicap, marital status, national origin, or unsatisfactory military discharge, nor otherwise commit an unfair labor practice. The Proposer further agrees that this Paragraph will be incorporated by the Proposer in all contracts entered into with suppliers of materials and services, subcontractors and labor organizations, furnishing skilled, unskilled, or craft union skilled labor that may perform any such labor or service in connection with the Contract.

Further, by submitting a proposal, the Proposer certifies that it has adopted and implemented a written sexual harassment policy in full compliance with Section 2-105A (4) of the Illinois Human Rights Act, 775 ILCS 5/2-105A (4), and, in case the Contractor has 25 or more employees, a drug-free workplace policy and practice in full compliance with Section 3 of the Illinois Drug-Free Workplace Act, 30 ILCS 580/3.

As an independent contractor, records in the possession of the Proposer related to the Contract may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1-1 et seq.; 5 ILCS 140/7(2). The Proposer shall immediately provide the City with any such records requested by the City in order to timely respond to any FOIA request received by the City. The City will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If the Proposer refuses to provide a record that is the subject of a FOIA request to the CITY and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes the CITY in

any way, the Proposer shall reimburse the CITY for all costs, including attorneys' fees, incurred by the CITY related to the FOIA request and records at issue.

By submitting a proposal, the Proposer certifies that it is not ineligible for award of the Contract by reason of debarment for a violation of any of the above-referenced laws and regulations and acknowledges that any breach of the foregoing provisions shall constitute a breach of the Contract. Failure of the Contractor to be in compliance with this Paragraph shall be cause for the CITY to terminate the Contract.

14. No Gratuity to City Employees

No employee or officer of the CITY or other public body is to be extended any form of gratuity in connection with this RFP, any Proposal, or the contracting process involved therein.

15. Certifications

All Proposals must be accompanied by certifications, signed by the Proposer and/or its principal (s) attesting that the attached evidence of the qualifications and financial responsibility, including financial statements, are true and correct.

16. Selection and Award

Proposals will be reviewed by a team assembled by the CITY. Depending on the number of Proposals received, and their competitiveness, the team may choose to interview two or more of the Proposers.

The evaluation process will be based upon a combination of factors specified above. When the Proposal review team has finished rating and ranking Proposals (including holding interviews, if desired), the team will recommend a Proposal to the CITY Board for consideration of award. The CITY will then enter into a negotiated Agreement with the selected Proposer which shall include all material terms and conditions agreed upon by CITY and the Proposer. The Board or its team may seek the advice and consent of the IEPA prior to finalizing any recommendation or Agreement.

17. Successful Proposer

The Successful Proposer will be notified in writing. The Successful Proposer will obtain the exclusive opportunity to engage in contract negotiation with the CITY and other concerned parties for a period of four months (120 days) from the date of award. The CITY will also attempt to facilitate the provision of the prerequisites to Contract that the successful Proposer has included in its Proposal. No guaranty of success in contracting or that the prerequisites stated by a proposer will be met is given. The exclusive negotiation period may be extended at the discretion of the CITY for up to an additional four months.

Final Contract is subject to review and comment by all concerned parties and agencies and must be approved by the CITY Board. Approval is not guaranteed and the assessment of whether to accept and approve a contract is subject to the reasonable judgment of the CITY Board.

18. General Terms and Conditions

The CITY, in its sole and absolute discretion, with or without cause, and without liability of any kind to any Proposer reserves the right to:

- a. Accept or reject any and all Proposals;
- b. Cancel this RFP at any time and/or take any action in the best interest of the CITY. The CITY's decision in all matters shall be final;
- c. Retain all Proposals for official record purposes and use them in whatever official manner as deemed appropriate;
- d. Elect not to accept any request by any Proposer to correct errors or omissions in any information, calculations or comparative price submitted once a Proposal is submitted;
- e. Investigate the financial capability, integrity, experience, and quality of performance of each proposer, including principals;
- f. Request an oral presentation from any proposer;
- g. Request any additional information from any proposer and select two or more parties to submit a "best and final" proposal at any time after any submission;
- h. The CITY shall be the sole judge as to whether any Proposal complies with the requirements of this RFP and may waive any non-compliance or informality in the Proposal received and the CITY decision shall be final, conclusive, and not reviewable except as required by Illinois law.
- i. All proposers to this RFP do so at their sole expense and risk. The CITY assumes no financial or other obligations to the proposers. The CITY will not be liable to any broker, consultant or any other entity acting on behalf of any respondent for any fee or payment relating directly or indirectly to the proposer or their Proposal.
- j. All information furnished in this RFP solicitation was gathered from sources deemed reliable. No representation or warranty is made as to the accuracy or completeness of the information contained in this document. Prospective proposers should independently verify all information.

19. Due Date and Format for Proposals

Submittals must be physically received by the City of Yorkville, c/o Shawn Ajazi, before the deadline for Proposals, which is **3:00 PM CST on August 13, 2021** or such later time as may be formally announced and posted by the CITY.

The electronic copy furnished to the CITY shall be in color and in PDF or other commonly retrievable format.

If any information furnished in a Proposal is deemed highly confidential because of trade secret or other proprietary information that is normally kept confidential by the Proposer, and Proposer does not agree that it may be divulged at a public meeting or pursuant to freedom of information laws of Illinois or the United States, express written declaration and designation of Highly Confidential shall be made on all parts or pages of the Proposal that contain such Highly Confidential information.

Exhibit A

Site Locations Map

Facility/Land	Address	Who Will Use the Power	Franchise Electric	Annual Usage	Peak Usage
Vacant Land - New City Hall	651 Prairie Point Drive - Land	City	YES	N/A	N/A
Kendall Market Place Vacant Land	8 Acres	Community	N/A	N/A	N/A
40 Acres of Baseball Fields/Woods	02-10-400-004 + 02-11-300-016	Community	N/A	N/A	N/A
34 Acres of Soccer + Baseball Fields	02-04-400-017	Community	N/A	N/A	N/A
Parks and Recreation	201 W Hydraulic St	City	Franchise	42721	11.071
Public Works Office & Garage	610 Tower Road	City	Franchise	74160	14.445
City Hall, PD, Library, Beecher Ctr	800 Game Farm Road	City	Franchise	139620	34.574
City Hall, PD, Library, Beecher Ctr	804 Game Farm Road	City	Franchise	250500	57.734
City Hall, PD, Library, Beecher Ctr	902 Game Farm Road	City	Franchise	648357	175.2
Ball Field	0 SW Galena Rd & Kennedy Rd	City	Non Franchise	46264	2.6256
Public Works Lift Station	276 Windham Circle	City	Non Franchise	17793	2.6656
Countryside Lift Station	1975 N. Bridge Street	City	Non Franchise	51600	3.1452
Booster Prv Station Raintree	1908 Raintree Road	City	Non Franchise	36452	3.6933
Public Works Lift Station	101 Bruell Street	City	Non Franchise	59975	5.1449
Van Emmon Park	104 E Van Emmon St	City	Non Franchise	33960	8.0168
	2702 Mill Road	City	Non Franchise	781105	91.113
Well 4 Incl Equipment	610 Tower Lane	City	Non Franchise	974563	197.47
Well 9	2921 Bristol Ridge Road	City	Non Franchise	562044	208.49
Treatment Facility Well 7	2224 Tremont	City	Non Franchise	709678	228.51

City of Yorkville - SOLAR RFQ BID SUMMARY SHEET

Due Date: 3:00 PM - June 15, 2021

Company Name:

Company Address:

Project Location: City of Yorkville

Proposed Site Location of Solar Field:

Bid Date:

BID REQUIREMENT SUMMARY

Ref #	Question	Response	Comments
1	Proposed Field Size (MW)		
2	Estimated Annual Yield (kWh)		
3	Compensation Structure (PPA, Lease, Purchase)		
4	Power Cost per kWh Year 1 (if PPA)		
5	Power Cost per kWh Year 25 (if PPA)		
6	Escalator % per Year (if PPA)		
7	Total Direct Purchase Price (if Purchase)		
8	Direct Purchase Annual Maintenance Contract Cost		
9	Annual Lease Payment to Customer (\$)		
10	Annual Lease Payment to Customer Per Acre (\$)		
11	25 Year Term (Y/N)		
12	Annual Savings/Revenue for Customer		
13	Term Savings/Revenue for Customer		
14	Performance Guarantee 85% - (Y/N) - How Secured?		
15	Construction Guarantee (Y/N) - How Secured?		
16	Decommission Guarantee (Y/N) - How Secured?		
17	Type System (Fixed Tilt, Single Axis Tracker, Other)		
18	Paying Prevailing Wage (Y/N)		
19	Total MW Built By Your Company (Last Two Years)		
20	Finance Partner on This Project (Y/N) if yes, then who?		
21	Cost of Capital for This Project (annual %)		
22	Cost Per Watt for Construction/Eng? (\$)		
23	Price Includes All ComEd InterConnection Costs?		
24	Price Includes All Cost of Switch Gear		
25	Price Includes All Costs to Connect to Customer?		
26	Dunn and Bradstreet Rating/Number		
27	Better Business Bureau (BBB) Rating		
28	Company Revenue (\$)		
29	Solar Project Experience - (Total MW Installed)		
30	All Permit Costs and Local Costs Paid For By Company?		
31	Perimeter Fencing Included (Y/N) What Type?		
32	Site Preparation Included (Y/N)		
33	Illinois Solar Project Experience - (Total MW Installed)		
34	Total REC's granted to Company by IPA To Date		
35	IPA REC Price Assumption (Per REC)		
36	IPA REC Price Assumption (Total Dollars)		
37	IPA REC Award Assumption (Number)		
38	ComEd Rebate Assumption (Total Dollars)		
39	Solar Field Warranty (Part/Labor) and Length		
40	Insurance Compliance as Required in RFQ (Y/N)		
42	Conceptual Layout and Design for Proposed Site (Y/N)		
43	Copy of Proposed Contract or LOI (Y/N)		
44	Proposed Project Timeline thru Start Up (Y/N)		

City of Yorkville Solar Plan

“State Sponsored Energy Credits Make Solar Affordable”

Administrative Committee Meeting

June 16th, 2021



Why Solar Now?

- Illinois Power Agency (IPA) Incentives
 - Federal Energy Jobs Act (FEJA) Established Renewable Energy Fund
 - Round 1 funds 100% depleted
 - Future Energy Jobs Act + Path to 100 Legislation
 - Designed to replenish the Solar Energy Fund
 - Expect to see 10% to 20% reduction in Electric Cost
- ComEd Rebates for Solar
 - Inverter Rebates from ComEd
- Federal Tax Credits
- Accelerated Depreciation
 - If 3rd party financed/sunsets in 2022
- 1st Come 1st Serve
 - Competition High
 - Over 800 applications already in hopper from last round

Types of Solar Fields

Behind the Meter Solar

- Power Used by City
- Field Sized for Most Savings
 - Generally Peak Daily Use
- Field Located OnSite
- Field connects to ComEd Meter
- Lowers City's ComEd Costs
- Lowers City's Supply Costs
- Lowers City's Capacity Costs
- All Projects Funded
 - 100% Acceptance Last Round

Community Solar

- Power Used by Community
- Field Sized for Generation
 - Most Production for Space
- Field Can Be Anywhere
 - Near Large ComEd Line
- City Leases Property to Supplier
 - Generally \$800 to \$1,000/acre
- Users Subscribe to Service
 - Virtually Metered
- Only 10% Funded in Last Round

PPA vs. Ownership

Power Purchase Agreement (PPA)	Ownership
Federal Tax Credits/Accelerated Dep	No Tax Credits or Accelerated Dep.
Fixed Energy Cost for 25 years	Fixed Cost of Energy for 25 years
25 year Performance Guarantee	Warranty Based on Contract
Decommissioning paid by vendor	City Decommissions Field
No Solar Expertise Needed	Must Hire/Contract Expertise
No Capital Investment	Capital Investment - TBD
Annual Savings Estimate TBD	Annual Savings TBD
Estimated Project Savings TBD	Estimated Project Savings TBD

PPA - Responsibilities

Solar Company

- Designs/Builds/Owns/Operates solar system
- Finances solar system
- Receives sRec from IPA
- Bills City for Solar Power
- Utilizes Accelerated Depreciating/Fed Tax Rebates
- Files Paper work with IPA
- Bears all Financial Risk

City of Yorkville

- Provides/Owns Land for Solar System
- Utilizes Power Generated
- Receives Financial benefit of Lower Rate
- Spends No Capital
- Receives Green Power
- Provides No Maintenance
- Leverages Vacant Land/Rooftop Asset

ComEd

- Provides Backup/Added Power if Needed
- Maintains Service Lines
- Keep Record of Power Generated Reports to Customer or Supplier
- Issues Inverter Rebate to Supplier
- Provides Infrastructure to Support Transition
- Supplies Smart Meter

Site Selection Criteria

- Most Financial Benefits to City of Yorkville/Residents
 - Lower Operating Costs for City of Yorkville
 - Expected Case - 10% to 20% Lower
- Repurpose Vacant Land and Rooftops
 - Utilizes Existing Asset to Lower Operating Costs
- Likelihood of Being Approved
 - As Determined by Past Program Experience
 - Based on Proposed Program Guidelines
- Secures Grant/REC Dollars for Fox Valley Residents
 - Money that each business and consumer paid into the fund
- Reduces Carbon Footprint
 - Provides Lower Cost Green Energy
- Consistent with Current Zoning Requirements

Franchise Acct – Solar Locations



Facility	Address	Who Will Use the Power	Franchise Electric	Annual Usage	Peak Usage	Solar Fit	Solar Field Size
	185 Wolf Street Unit C	City	Franchise	55	0	NO	
	185 Wolf Street Unit D	City	Franchise	4	0	NO	
Siren	101 Bruell St	City	Franchise	770	0.0526	NO	
Warning Siren	514 Countryside Ctr Rear	City	Franchise	1178	0.0894	NO	
Weather Siren	888 Prairie	City	Franchise	1303	0.0989	NO	
Rear Weather Siren	2586 Madden Ct	City	Franchise	1084	0.1004	NO	
Siren	128 W Wheaton Dr ESDA	City	Franchise	1316	0.1089	NO	
Weather Siren	4402 Rosenwinkel Dr	City	Franchise	1195	0.1102	NO	
Siren	0 W Sycamore Unit Siren 1S Rte 34	City	Franchise	1343	0.1119	NO	
Siren	125 W Wheaton Dr ESDA	City	Franchise	1322	0.1226	NO	
Siren	0 N Fox 2 E Poplar	City	Franchise	2103	0.2049	NO	
	185 Wolf Street Unit A	City	Franchise	6930	0.3216	NO	
Memorial/ Museum	ES Church 1 N Main	City	Franchise	6879	0.859	NO	
	185 Wolf Street Unit B	City	Franchise	14515	1.5993	NO	
Public Works Garage (Frame Building)	185 Wolf Street	City	Franchise	6546	1.6499	NO	
Parks and Recreation	201 W Hydraulic St	City	Franchise	42721	11.071	YES	15 kW
Public Works Office & Garage	610 Tower Road	City	Franchise	74160	14.445	YES	15 kW
City Hall, PD, Library, Beecher Ctr	800 Game Farm Road	City	Franchise	139620	34.574	YES	40 kW
City Hall, PD, Library, Beecher Ctr	804 Game Farm Road	City	Franchise	250500	57.734	YES	60 kW
City Hall, PD, Library, Beecher Ctr	902 Game Farm Road	City	Franchise	648357	175.2	YES	200 kW
NEW City Hall	651 Prairie Point Drive	City	Franchise	340365	67.011	YES	70 kW

Non Franchise Acct – Solar Locations

Facility	Address	Who Will Use the Power	Franchise Electric	Annual Usage	Peak Usage	Solar Fit	Solar Field Size
Marge Cline Whitewater Course	River St 0 Route 47	City	Non Franchise	37321	0	NO	
City Hall, PD, Library, Beecher Ctr	904 Game Farm Road	City	Non Franchise	29	0	NO	
	301 E Hydraulic St	City	Non Franchise	4411	0.0199	NO	
	872 Prairie Crossing Dr	City	Non Franchise	6022	0.0215	NO	
Park Lites	9257 Galena Rd	City	Non Franchise	5470	0.0289	NO	
Public Works North Tower	4600 N. Bridge Street	City	Non Franchise	4612	0.1503	NO	
North Central Prv Station	Kennedy Rd	City	Non Franchise	9690	0.1659	NO	
	6780 Route 47	City	Non Franchise	9550	0.32	NO	
Pumping Station	46 Saravanos	City	Non Franchise	14374	0.3784	NO	
Public Works Garage	610 Tower Road	City	Non Franchise	9840	0.5038	NO	
	113 E Hydraulic St	City	Non Franchise	18631	0.5181	NO	
Fox Hill Lift Station t	1299 Carolyn Cour	City	Non Franchise	8308	0.5557	NO	
Raintree Lift Station	1107 Prairie Crossing	City	Non Franchise	10266	0.8499	NO	
Public Works Lift Station	420 Fairhaven Lane	City	Non Franchise	14245	1.2482	NO	
Prestwick Lift Station	7675 Ashley Road	City	Non Franchise	12033	1.4502	NO	
North Booster Pump	1991 Cannonball Trail	City	Non Franchise	19846	1.5964	NO	
Concession Stand	908 Game Farm Road	City	Non Franchise	12092	1.8279	NO	
Ball Field	0 SW Galena Rd & Kennedy Rd	City	Non Franchise	46264	2.6256	YES	10 kW
Public Works Lift Station	276 Windham Circle	City	Non Franchise	17793	2.6656	YES	10 kW
Countryside Lift Station	1975 N. Bridge Street	City	Non Franchise	51600	3.1452	YES	10 kW
Booster Prv Station Raintree	1908 Raintree Road	City	Non Franchise	36452	3.6933	YES	10 kW
Public Works Lift Station	101 Bruell Street	City	Non Franchise	59975	5.1449	YES	10 kW
Van Emmon Park	104 E Van Emmon St	City	Non Franchise	33960	8.0168	YES	10 kW
	2702 Mill Road	City	Non Franchise	781105	91.113	YES	100 kW
Well 4 Incl Equipment	610 Tower Lane	City	Non Franchise	974563	197.47	YES	250 kW
Well 9	2921 Bristol Ridge Road	City	Non Franchise	562044	208.49	YES	250 kW
Treatment Facility Well 7	2224 Tremont	City	Non Franchise	709678	228.51	YES	250 kW

Vacant Land – Solar Locations



Facility/Land	Address	Who Will Use the Power	Franchise Electric	Annual Usage	Peak Usage	Solar Fit	Solar Field Size
Vacant Land - New City Hall	651 Prairie Point Drive - Land	City	YES	N/A	N/A	YES	100 kW
Kendall Market Place Vacant Land	8 Acres	Community	N/A	N/A	N/A	LOW	2000 kW
40 Acres of Baseball Fields/Woods	02-10-400-004 + 02-11-300-016	Community	N/A	N/A	N/A	LOW	2000 kW
34 Acres of Soccer + Baseball Fields	02-04-400-017	Community	N/A	N/A	N/A	LOW	2000 kW

Solar Selection Value Matrix



- | | | | |
|----|---|----|--|
| 1 | Proposed Field Size (MW) | 23 | Price Includes All ComEd InterConnection Costs? |
| 2 | Estimated Annual Yield (kWh) | 24 | Price Includes All Cost of Switch Gear |
| 3 | Compensation Struture (PPA, Lease, Purchase) | 25 | Price Includes All Costs to Connect to Customer? |
| 4 | Power Cost per kWh Year 1 (if PPA) | 26 | Dunn and Bradstreet Rating/Number |
| 5 | Power Cost per kWh Year 25 (if PPA) | 27 | Better Business Bureau (BBB) Rating |
| 6 | Escalator % per Year (if PPA) | 28 | Company Revenue (\$) |
| 7 | Total Direct Purchase Price (if Purchase) | 29 | Solar Project Experience - (Total MW Installed) |
| 8 | Direct Purchase Annual Maintenance Contract Cost | 30 | All Permit Costs and Local Costs Paid For By Company? |
| 9 | Annual Lease Payment to Customer (\$) | 31 | Perimeter Fencing Included (Y/N) What Type? |
| 10 | Annual Lease Payment to Customer Per Acre (\$) | 32 | Site Preparation Included (Y/N) |
| 11 | 25 Year Term (Y/N) | 33 | Illinois Solar Project Experience - (Total MW Installed) |
| 12 | Annual Savings/Revenue for Customer | 34 | Total REC's granted to Company by IPA To Date |
| 13 | Term Savings/Revenue for Customer | 35 | IPA REC Price Assumption (Per REC) |
| 14 | Performance Guarantee 85% - (Y/N) - How Secured? | 36 | IPA REC Price Assumption (Total Dollars) |
| 15 | Construction Guarantee (Y/N) - How Secured? | 37 | IPA REC Award Assumption (Number) |
| 16 | Decommission Guarantee (Y/N) - How Secured? | 38 | ComEd Rebate Assumption (Total Dollars) |
| 17 | Type System (Fixed Tilt, Single Axis Tracker, Other) | 39 | Solar Field Warranty (Part/Labor) and Length |
| 18 | Paying Prevailing Wage (Y/N) | 40 | Insurance Compliance as Required in RFQ (Y/N) |
| 19 | Total MW Built By Your Company (Last Two Years) | 42 | Conceptual Layout and Design for Proposed Site (Y/N) |
| 20 | Finance Partner on This Project (Y/N) if yes, then who? | 43 | Copy of Proposed Contract or LOI (Y/N) |
| 21 | Cost of Capital for This Project (annual %) | 44 | Proposed Project Timeline thru Start Up (Y/N) |
| 22 | Cost Per Watt for Construction/Eng? (\$) | | |

Next Steps

- Issue Solar Energy RFP Friday June 18th 2021
 - July 9th -Site Visit
 - June 18th to July 23rd - Formal Supplier Questions
 - August 13th - Responses Due
 - August 13th - 25th Progressive Bid Follow up with Suppliers
 - August 26th - Review Bids and Recommendations with Staff
 - Determine Which Projects Make Sense
 - TBD - Present to Yorkville City Council
 - Receive Go/No Go Decision
- Time Solar RFP with Area Municipalities
 - Kane County, Kendall County (Phase 2), Fox Metro (Phase 2), Aurora, OakLawn
 - Increases Responses
 - Larger Scope
 - Creates Competition



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

Administration Committee #2

Tracking Number

ADM 2021-30

Agenda Item Summary Memo

Title: Intergovernmental Agreement for Purchasing Manager

Meeting and Date: City Council – June 22, 2021

Synopsis: _____

Council Action Previously Taken:

Date of Action: ADM 06-16-21 Action Taken: Moved forward to City Council agenda.

Item Number: ADM 2021-30

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: Administration Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: June 16, 2021
Subject: Purchasing Manager Intergovernmental Agreement

Summary

Review of a proposal to extend the purchasing manager IGA with Oswego for an additional 5-years, until December 31, 2026.

Background

A draft intergovernmental agreement and job description is attached. The intergovernmental agreement is set up in the same way since initiation in 2016, in which the purchasing manager will be Oswego's employee, with Yorkville paying half of the cost of the employee. The benefits, personnel policies, and management of the employee will fall to Oswego on a day-to-day basis, and the employee will be housed at Oswego Village Hall. Yorkville will receive an equal vote on the selection of the candidate and will receive authority to make recommendations for discipline and termination. Work projects will be managed through a joint relationship between the Yorkville Assistant Administrator and the Oswego Deputy Administrator. The employee will have considerable professional autonomy and an expectation to apply any benefits to both communities equally. Frequent reports will have to be given to each community to ensure that both sides are receiving an equal benefit. Management of this process will be strictly adhered to. Both sides are asking for an additional five-year term and commitment on the agreement, for purposes of attracting a candidate. Practically, the agreement can be terminated by either party with 6-months' notice, or immediately with the concurrence of both parties.

Since the inception of this IGA, the city has reaped monetary benefits of this position. This position handles the duties related to the procurement of goods and services for the Village of Oswego and the United City of Yorkville. Such procurement is conducted in accordance with established purchasing policies within each municipality. The Purchasing Manager identifies shared purchasing opportunities, as well as manages purchases for individual departments in each municipality. This position has negotiated pricing on vehicles to signs for the city and has also worked on the formalization of contracts and bids. This position has allowed the department heads to work on other projects rather than having to focus on procurement. This was especially apparent this past year when submitting for CARES Act funding and future FEMA reimbursements because of the Coronavirus pandemic. This position was responsible for compiling all purchases and tracking them during the pandemic and submitting for reimbursement, with help from the Finance Department. This position also did most of the procurement of supplies when PPE and cleaning agents were hard to find.

Recommendation

Staff recommends approval of the intergovernmental agreement with Oswego for a purchasing Manager until December 31, 2026.



Memorandum

To: City Council
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: June 22, 2021
Subject: Purchasing Manager Information

Summary

Review of past cost savings from the shared Purchasing Manager position.

Background

During the Administration Committee on June 16, 2021, Alderman Funkhouser requested staff present additional justification regarding the Purchasing Manager Position.

Since the inception of this IGA, the city has reaped monetary benefits of this position. This position handles the duties related to the procurement of goods and services for the Village of Oswego and the United City of Yorkville. The Purchasing Manager identifies shared purchasing opportunities, as well as manages purchases for individual departments in each municipality. This position has negotiated pricing on vehicles to signs for the city and has also worked on contracts and bids. This position has allowed the department heads to work on other projects rather than having to focus on procurement.

This was especially apparent this past year when submitting for CARES Act funding and future FEMA reimbursements because of the Coronavirus pandemic. During the pandemic through April 2021 the Purchasing Manager logged approximately 473 hours between the 2 municipalities. This position took on supply purchasing, clinic volunteer, ordinance composition, inventory and coordination and submission of FEMA/DCEO/CARES Act funding.

Another example of cost savings and reduction in hours a department head is spending on a project, is the streamlined process of the coordination of proposals and bidding for a specific good or project. From 2019 - present, the Purchasing Manager coordinated 41 Invitation to Bids, Request for Proposals or Request for Qualifications for the City of Yorkville alone. The process includes, document creation with a scope of service outlined, solicitation of bids/proposals, addendums, meetings, coordination of documents to be presented to the Council for the approval process on the product, good or project. This was especially helpful during the Office Building RFP for the new City Hall and the RFQ process for firms for architecture services.

In addition to the proposal and bid process, the Purchasing Manager has acquired pricing and finalized purchase contracts on goods and services for the City. An example of this is vehicle procurement. Research and price negotiation on vehicles and fleet maintenance has historically been completed by department staff. Currently, the Purchasing Manager can leverage resources, not only for the departments but also for both municipalities and consortiums that they are a part of to get the best price and product for the municipalities respectfully.

Lastly, the Purchasing Code language has been updated to reflect the Illinois Municipal Code or Illinois Criminal Code as well as current internal practice. This portion of the code has been reviewed

by the Purchasing Manager and the City's legal team in both municipalities and is now up to date with current statutes. Also, internal practices have been removed from the Code and put into a Purchasing Procedures Manual to be used by staff. The Code language is clear and concise and lets the public, staff and potential vendors understand the procurement process with the City. The Purchasing Procedures Manual helps ALL staff understand the procurement process for different items and thresholds within the organization.

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF OSWEGO AND THE UNITED CITY OF YORKVILLE
REGARDING JOINT EMPLOYMENT OF A PURCHASING MANAGER**

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

WHEREAS, the Village of Oswego, Kendall and Will Counties, Illinois (the “Village”) is duly organized and validly existing municipal corporation of the State of Illinois; and,

WHEREAS, 5 ILCS 220/1 et seq. and the Constitution of the State of Illinois of 1970, Article VII, Section 10, provide that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and,

WHEREAS, the City and Village have determined that it is in the best interests of their citizens and taxpayers to enter into an agreement to share the services of a Purchasing Manager that will investigate joint purchasing opportunities to streamline and manage purchasing for both the City and Village.

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

Section 1. That the Intergovernmental Agreement Between the Village of Oswego and the United City of Yorkville Regarding Joint Employment of a Purchasing Manager, attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the United City of Yorkville.

Section 2. 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 _____, 2021.

CITY CLERK

KEN KOCH _____

JACKIE MILSCHEWSKI _____

CHRIS FUNKHOUSER _____

SEAVAR TARULIS _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

MATT MAREK _____

JASON PETERSON _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2021.

MAYOR

Attest:

City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
OSWEGO AND THE UNITED CITY OF YORKVILLE REGARDING JOINT
EMPLOYMENT OF A PURCHASING MANAGER**

This Agreement is entered into this ____ day of _____, 2021, by and between Village of Oswego (“OSWEGO”) and the United City of Yorkville (“Yorkville”), collectively referred to as the “parties.”

WHEREAS, OSWEGO is a home rule unit of local government organized and existing under the laws of the State of Illinois; and,

WHEREAS, Yorkville is a non-home rule unit of local government organized and existing under the laws of the State of Illinois; and,

WHEREAS, in addition to other powers possessed by the parties, this Agreement is entered into pursuant to Article VII of the Illinois Constitution and pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, *et. seq.*

WHEREAS, the parties wish to share the services of a Purchasing Manager who will investigate joint purchasing opportunities to streamline and manage purchasing for both communities; and,

WHEREAS, a employing a professional Purchasing Manager is intended to result in cost savings that exceed the cost of the Purchasing Manager; and,

WHEREAS, OSWEGO agrees to employ the Purchasing Manager Yorkville will share fifty percent (50%) of all costs associated with the employment of Purchasing Manager.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, IT IS HEREBY AGREED by the parties as follows:

1. RECITALS

The parties acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are hereby incorporated into this Agreement as if fully set forth in this Section 1.

Employment

The payment of wages to the employee and the accounting of liability and payment for all employment related taxes, insurance costs and benefit costs shall be the responsibility of OSWEGO.

Joint Hiring of Individual

The parties agree to jointly hire a Purchasing Manager through normal job posting avenues to be decided by the Oswego Administrator. OSWEGO will draft an advertisement and post the position. The Oswego

Administrator and the Yorkville Administrator, or their designee, will jointly select potential candidates and both parties will be present for any interviews with prospective employees. The decision to select a prospective employee will be jointly made by the Oswego Administrator and Yorkville Administrator, or their designee.

Cost Sharing

OSWEGO and YORKVILLE agree to share evenly (fifty percent to each) all costs related to the wages, costs, and benefits for the employee. Costs shared shall include the hourly pay, reimbursements, payroll taxes, workers compensation insurance, the cost of payroll services, insurance and benefits including, health, life, dental and retirement benefits. OSWEGO shall perform or cause to be performed, as part of OSWEGO's role as employer, all federal, state and local employment withholding and tax reporting obligations. OSWEGO shall also provide payroll service to the employee and cover the employee under a workers compensation insurance policy that meets all applicable laws and statutes and is issued by an Illinois licensed insurer. Said costs shall be paid in full by OSWEGO and upon receipt of proper documentation, reimbursed at fifty percent by YORKVILLE to OSWEGO as invoiced by OSWEGO.

OSWEGO will provide for all typical offices supplies, specialized supplies, equipment and technology purchased for the purpose of managing purchasing process as agreed by OSWEGO and YORKVILLE and shared evenly. Costs incurred to provide services for either municipality and without the agreement of the other municipality shall be fully paid for by the municipality receiving the services.

The rate of pay and budget for professional development training, memberships and resources will be agreed to between the Village Administrators or designees of OSWEGO and YORKVILLE. The employee shall be employed in accordance with the OSWEGO Personnel Policies Manual and other policies applicable to similarly situated employees in OSWEGO. The Purchasing Manager shall have no entitlement to compensation or benefits applicable to employees of YORKVILLE and shall not be subject to YORKVILLE's personnel policies and practices. Additional costs not specifically outlined in this agreement will be discussed and agreed to between the Village Administrators or their designees.

If the required reimbursement payments are not made for any month due, Oswego will give notice to Yorkville and provide 30 days to cure. If the payment is not made within the time frame, the intergovernmental agreement is terminated. If Oswego elects to retain the employee, Yorkville will owe six months of pay. If Oswego elects to terminate the employee due to Yorkville's failure to pay, Yorkville will owe all unemployment costs. If the employee is terminated due to the dissolution of this agreement, the cost of unemployment insurance shall be divided.

Assignment of Duties

The duties of the employee shall be as provided in the job description (attached hereto and incorporated herein). The parties may modify the job description at any time by joint agreement.

The assignment of the employee and the hours and working conditions for the employee shall be as agreed to by the Administrators or their designees, and generally in accordance with the job description attached. In the event of conflicting priorities, the Purchasing Manager shall identify priority projects and

submit to the Village Administrators or their designees to review. The Administrators or designees shall reach an agreement on the employees priorities based.

The employee shall track hours worked by project and community on a weekly basis and remit to the Administrators or their designees.

All Personnel rules of OSWEGO that are applicable to the employee shall continue to apply to the employee when the employee is assigned to perform services for Yorkville pursuant to the intergovernmental agreement.

Discipline and/or Termination of Employment

Discipline and termination of the employee shall be in accordance with the OSWEGO Personnel Policies Manual. The YORKVILLE Administrator shall have the authority to recommend discipline up to and including termination to the OSWEGO Administrator who shall have the final authority to impose discipline.

Indemnify and Hold Harmless

- A. Any actions or duties taken, performed or omitted by the Purchasing Manager on behalf of or with respect to a Municipality shall not create liability to the other Municipality. Nevertheless, in the event that a Municipality is made a defendant in a lawsuit (hereinafter, the "Defendant Municipality") as a result of actions or duties taken, performed or omitted by the Purchasing Manager while assigned to a particular municipality(hereinafter the "Indemnifying Municipality"), the Indemnifying Municipality shall indemnify the Defendant Municipality, as follows. Each Municipality hereby indemnifies and holds harmless the other Municipality against and from any liability, claim, cost, or expenses (including without limitation court costs and attorneys fees) resulting from, relating or with respect to, actions or duties taken, performed or omitted by the Purchasing Manager acting as such on behalf of or with respect to the Indemnifying Municipality.
- B. Any Workers' Compensation Claim made by the Purchasing Manager shall be paid under OSWEGO's Workers' Compensation Policy. If a significant claim is incurred, Yorkville shall share in a portion of the resulting premium increase for a term of five years.
- C. For any claims made by the Purchasing Manager with respect to his/her employment, based on decisions implemented by OSWEGO following consultation with YORKVILLE, the liability, if any, for such claims shall be shared by the Municipality on the following basis: OSWEGO 50% and YORKVILLE 50%. A settlement offered for a claim with shared liability shall be agreed to by both Municipalities. The Municipality incurring such liability shall promptly issue an invoice to the other Municipality itemizing the payments to be reimbursed. The other Municipality shall pay the amount invoiced within sixty (60) days after receipt of the invoice. If any Municipality should learn or become aware of any claim or possible claim it shall notify the other Municipality immediately.

For all other claims made by the Purchasing Manager with respect to his/her employment based on the acts or omissions of a Municipality, such claims shall not create liability to the other Municipality. Each Municipality hereby indemnifies and holds harmless the other Municipality against and from any liability, claim, cost, or expenses (including without limitation court costs and attorney's fees) resulting from, relating or with respect to, actions taken or omissions of the Indemnifying Municipality.

Term of Agreement

(A) The term of this intergovernmental agreement shall begin with the execution of this Agreement by both parties and shall remain in force and effect until December 31, 2026, unless terminated by either OSWEGO or YORKVILLE. Notice of intent to cancel this agreement by either party shall be served in writing at least six (6) months prior to the date of cancellation.

(B) This Agreement may also be terminated immediately if one party commits any material breach or material default in the performance of any obligation under this agreement (other than the payment of money)."

Amendment

Any terms or conditions of this Agreement may be deleted or altered only by written amendment or modification to this Agreement, duly executed by each Municipality.

Severability

If any provision of this Agreement shall be held or deemed to be, or shall in fact be inoperative or unenforceable in any particular case or in all cases for any reason, this shall not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in the Agreement shall not affect the remaining portions of the Agreement or any part thereof.

Assignment/Binding Effect

Neither party may assign its respective rights and duties hereunder except upon prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives and successors in interest.

Post Termination

Upon termination of this Agreement, OSWEGO must promptly deliver all final statements of YORKVILLE'S allocated share of the personnel costs incurred through the date of termination for reimbursement as stated above. Provided, however, that monetary obligations that are incurred or accrued prior to the date of termination shall survive the termination of the Agreement and shall constitute continuing obligations until satisfied in full.

Notices

Notices to the parties shall be in writing and delivered by personal service or by the U.S.P.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

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

With a copy to: Karl Ottosen
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N Naper Boulevard #350
Naperville, IL 60563

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

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

Either party may change the address for notices to such party by giving written notice to the other party. Notice given by personal service shall be effective upon the dated delivered notice, if delivered or the date of attempted delivery, if refused. Notice given by mail shall be effective on the third business day following the posting.

Entire Agreement

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, and merged herein. This Agreement may be modified only by written instrument executed by the parties.

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

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

By: _____
Village President

Attest:

Village Clerk

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

By: _____
Mayor

Attest:

City Clerk



Job Description

Position Title: Purchasing Manager

Department: Administration

Reports to: Village Administrator of Oswego and Yorkville or designee

FLSA Status: Exempt

Status: Regular Full-Time

Grade: IX

Hours of Work: Primarily regular dayshift office hours, with evening hours as needed

Statement of Duties

Position performs duties related to the procurement of goods and services for the Village of Oswego and the United City of Yorkville in a collaborative arrangement. Such procurement is conducted in accordance with established legal requirements and in accordance with purchasing policies in each municipality. Position identifies shared purchasing opportunities, as well as managing purchases for individual departments in each municipality. Work includes overseeing competitive purchasing processes, drafting and reviewing purchasing documents, overseeing bidding, identifying commodity sources, and ensuring invoices reflect products delivered.

Supervision and Responsibilities

Works under the direction of the respective Village Administrators or their designees in accordance with an intergovernmental agreement between the Village of Oswego and United City of Yorkville. Position works in accordance with the applicable statutes of the State of Illinois and local municipal ordinances. Employee functions independently, referring specific problems to the supervisor only where clarification or interpretation of Village policy or procedure is required.

Performs highly responsible functions of a complex and technical nature requiring the frequent exercise of judgment and initiative to ensure that documents accurately reflect purchasing needs, purchases are made in accordance with State and local laws and to accepted professional standards.

Employee may provide direction to employees regarding building maintenance and work orders. Employee supervises and directs the work of contractors. Contracting and bidding processes are conducted in accordance with State and local laws and to accepted professional standards.

Employee has access to confidential records related to the security of Village facilities, and law suits, criminal investigations and records, personnel records, and client records. Errors may result in financial loss, interruption in operations and/or exposing others to hazardous situations.

Job Environment

Work requires inspecting, analyzing, and evaluating facts and circumstances surrounding individual problems, situations, or transactions, and determining actions to be taken within the limits of standard or accepted practices. Guidelines for performing work include a large body of policies, practices, and precedents that may be complex or conflicting, at times. Employee is expected to weigh efficiency and relative priorities in conjunction with procedural concerns in decision-making. Work requires understanding, interpreting, and applying complex federal, state, and local regulations and best practices related to field of work. Work consists of the practical application of a variety of concepts, practices, and specialized techniques relating to procurement.

Work requires frequent contact with all Village and City departments, consultants, contractors and potential contractors, requiring administrative and technical knowledge, and ability to promote and protect the Village's best interests.

Position Functions

The essential functions or duties listed below are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to, or extension of the position.

1. Advises and consults with user departments regarding purchasing procedures and legal requirements of formal and informal purchases.
2. Assists user departments in preparing bid specifications. Develops the bid package and legal notice of the bid for publication. Administers bid process including advertising, copying and distribution, prequalification, etc. Present at pre-bid meeting and bid openings.
3. Consolidates purchases of similar items among departments and between municipalities to negotiate best prices and delivery. Standardizes supplies and equipment that are purchased by all departments. Assists departments in maintaining supply inventories.
4. Seeks opportunities for service sharing, joint contracting or other innovative approaches to service deliver that promote the efficiency and cost-effectiveness of municipal operations.

5. Analyzes and process requisitions from all departments ensuring compliance with budget, Village procedures and state statutes.
6. Analyzes market trend, changes in business practices and product availability in an effort to locate and promote new supply sources and keep abreast of innovative products.
7. Upon the award of a contract or bid by the Village Board, prepares the purchase order and appropriate correspondence. Ensure certificates of insurance, bonds, etc. are obtained and meet Village requirements.
8. Maintains bid library including vendor list, bid tabulations specifications, awards and historical bid problems. Maintains catalog library and product information files.
9. Arranges for disposal of all surplus property and equipment through sale by bid, public auction or redistribution.
10. Performs other duties as required.

Physical and Mental Requirements

Employee works in a typical office environment and is required to stand, walk, sit, talk, listen, and use hands while performing duties. Occasionally, employee may be required to lift objects up to 10 lbs., and seldom lifts up to 30 lbs. Normal vision is required for this position. Equipment operated includes office machines and computers.

Occupational Risk

Duties generally do not present occupational risk. Minor injury could occur, however, through employee failure to properly follow common safety precautions or procedures.

Education and Experience

Bachelor's degree in finance, business administration or a closely related field. At least three years of professional experience in the purchasing, or an equivalent combination of education and experience.

Required Certifications

- Valid driver's license

Key Knowledge and Skills

Knowledge of:

- Purchasing principles, procedures, pricing methods, product quality and analysis

- Laws, statutes and federal regulations as they relate to purchasing
- Municipal operations and Village Codes
- Modern office practices and procedures
- Local government procedures

Skill and ability in:

- Negotiation and specification writing
- Communication and customer service in order to interact professionally and effectively with staff, vendors, contractors, public, and elected and appointed officials
- Use of computer programs and applications
- Analyzing and evaluating bids and specifications
- Project management and prioritization of work
- Maintaining accurate, detailed and confidential records and information



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 checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Administration Committee #3

Tracking Number

ADM 2021-31

Agenda Item Summary Memo

Title: Code Amendment Title 1 Chapter 7 Section 3: Procurement

Meeting and Date: City Council – June 22, 2021

Synopsis: _____

Council Action Previously Taken:

Date of Action: ADM 06-16-21 Action Taken: Moved forward to City Council agenda.

Item Number: ADM 2021-31

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett

Name

Administration

Department

Agenda Item Notes:

Have a question or comment about this agenda item?

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



Memorandum

To: Administrative Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Rob Fredrickson, Finance Director
Date: June 16, 2021
Subject: City Code Amendment to Title 1, Chapter 7, Subsection 3:
Procurement

Summary

Approval of an Ordinance to Amend the City Code, Title 1, Chapter 7, Subsection 3: Procurement.

Background

This item was last discussed by the City Council on July 28, 2020, when the City Council authorized the approval for the addition of sourcing activities, negotiation, and strategic selection of goods and services and removed procedural language.

Over the last several months, staff, working closely with the City Attorney, has researched, drafted, and reviewed proposed changes to the Code. The revised Code intends to maintain an open, legal, and transparent procurement process.

Code Changes

The following summarizes changes recommended to the City Code:

- Removed repetitive language within the City Code.
- Removed language and referenced the Illinois Municipal Code or Illinois Criminal Code.
- Removed internal processes.
- Added Change Order approval thresholds.

The red-lined and final version is attached for your review. A summary of those changes are listed as follows:

1. PROPOSED CHANGE

- Removed language and referenced the Illinois Municipal Code.

Current Language:

1-7-3 (B): 2. *Competitive proposals (request for qualification [RFQ]/request for proposal [RFP])*. The request for qualifications (RFQ) method can be used as a pre-qualification stage of the procurement process. Only those proponents who successfully respond to the RFQ and meet the qualification criteria listed within the RFQ will move on in the selection process that will include submitting a cost proposal. The request for proposal (RFP) is a process where the strategy, objectives, cost, and other details that will assist with the ability to choose the most qualified vendor are included. The RFP can be used without an RFQ as a bidding technique to obtain cost information, but the pricing is not the main criteria. This two-stage approach can both streamline the solicitation process and assist in gathering information about candidates for future use.

- a. Requests for proposals shall be considered when determining the following through a qualifications based selection (QBS) process:
 - (1) Whether the contract needs to be other than a fixed-price type;
 - (2) Whether oral or written discussions may need to be conducted with proposers concerning technical and price aspects of their proposals;
 - (3) Whether the award may need to be based upon a comparative evaluation as stated in the request for proposals of differing price, quality, and contractual factors in order to determine the most advantageous offering to the City. Quality factors include technical and performance capability and the content of the technical proposal; and
 - (4) Whether the primary consideration in determining award may not be price.
- b. Request for proposals shall be prepared in accordance with the bid requirements listed in the above subsections 1-7-3.B.1.a(1)—(6), and shall also include:
 - (1) A statement that discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for the contract award, but that proposals may be accepted without such discussions;
 - (2) A statement of when and how price should be submitted; and
 - (3) A listing of the criteria by which a proper shall be selected and recommended to the City Council may also be included.

Proposed Language Change:

1-7-3 (B): 2. *Competitive proposals (request for qualification [RFQ]/request for proposal [RFP])*. The request for qualifications (RFQ) method may be used as a pre-qualification stage of the procurement process unless specifically required as provided in the Local Government Professional Services Selection Act (50 ILCS 510). Only those proponents who successfully respond to the RFQ and meet the qualification criteria listed within the RFQ will move forward in the selection process that will include submitting a cost proposal. The request for proposal (RFP) is a process where the strategy, objectives, cost, and other details that will assist with the ability to choose the most qualified vendor are included. The RFP can be used without an RFQ as a bidding technique to obtain cost information, but the pricing is not the main criteria. This two-stage approach can both streamline the solicitation process and assist in gathering information about candidates for future use.

2. PROPOSED CHANGE

- Removed repetitive language

Current Language:

1-7-3 (E): *Bid exemptions:*

Unless prohibited by state or federal law, the following contracts and any other contracts which by their nature are not adapted to award by competitive bidding, shall be exempt from the purchasing requirements in subsection 1-7-3.B:

1. Purchase contracts, for either labor, materials or both, which by their nature are not adaptable to award by competitive bidding, such as, but not limited to, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for supplies, materials, parts or equipment which are available only from a single source, and contracts for the printing of distributable information.
2. All purchases of whatever nature, for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies, wherein the City Council, by a two-thirds ($\frac{2}{3}$) majority affirmative vote of the members of the City Council then holding office, waive the requirement of open and competitive bidding, except in such instances where open and competitive bidding are required by the provisions of subsection 8-9-1 of the Illinois Municipal Code.
3. Any purchases may be exempt from the purchasing requirements in subsection 1-7-3.B if a two-thirds ($\frac{2}{3}$) vote of the City Council, then holding office is acquired.

Proposed Language Change:

1-7-3 (E): *Bid exemptions:*

Unless prohibited by state or federal law, the following contracts and any other contracts which by their nature are not adapted to award by competitive bidding, shall be exempt from the purchasing requirements in subsection 1-7-3.B:

1. Purchase contracts, for either labor, materials or both, which by their nature are not adaptable to award by competitive bidding, such as, but not limited to, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for supplies, materials, parts or equipment which are available only from a single source, and contracts for the printing of distributable information.
2. Any purchases may be exempt from the purchasing requirements in subsection 1-7-3.B if a two-thirds ($\frac{2}{3}$) vote of the City Council, then holding office is acquired.

3. PROPOSED CHANGE

- Removed language and referenced the Illinois Municipal Code.

Current Language:

1-7-3 (H): *Surplus property:*

1. *Real property:*
 - a. The City has either: (1) adopted an ordinance to sell surplus real estate pursuant to Section 11-76-4.2 of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq. (the "Illinois Municipal Code") and has received no bid; or (2) adopted a resolution to sell surplus real estate under Section 11-76-4.1 of the Illinois Municipal Code and has received no acceptable offer within six (6) months after the adoption of the resolution, then that parcel of surplus real estate may be sold in the following manner.
 - b. If the City has an unemployment rate higher than the national average for at least one (1) month during the six (6) months preceding an ordinance adopted to sell surplus real estate and the City has not received an acceptable offer within six (6) months of the date of the resolution authorizing the sale, then the City Council may, by resolution, authorize the sale of surplus public real estate in any of the following manners:
 - (1) By the staff of the municipality;
 - (2) By listing with local licensed real estate agencies; or
 - (3) By public auction.
 - c. The terms of the sale, the compensation of the agent, if any, the time and the place of the auction, if applicable, a legal description of the property and its size, use and zoning shall be included in the resolution. The resolution shall be published once each week for three (3) successive weeks in a daily or weekly newspaper published in the municipality or, if none, in a newspaper published in the county in which the municipality is located. No sale may be conducted until at least thirty (30) days after the first publication. The corporate authorities may accept any offer or bid determined by them to be in the best interest of the municipality by a vote of three-fourths (¾) of the corporate authorities then holding office.

Proposed Language Change:

1-7-3 (H): *Disposal of Property:*

1. *Real property:*
 - a. The sale or lease of real property by the corporate authorities is authorized pursuant to Sections 11-76-1, 11-76-2 and 11-76-3 of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq. (the "Illinois Municipal Code").
 - b. In the event the corporate authorities determine that any real property is surplus real estate and no longer required for municipal operations, the sale of real property deemed surplus is authorized pursuant to sections 11-76-4.1 and 11-76-4.2 of the Illinois Municipal Code.

4. PROPOSED CHANGE

- Removed language and referenced the Illinois Municipal Code and Illinois Criminal Code.
- Added approval thresholds

Current Language:

1-7-3 (I): *Change orders:*

1. After a contract is awarded pursuant to the purchasing requirements in subsection 1-7-3.B, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended without rebidding the materials, supplies, services or equipment involved.
2. All change orders are required to be approved by the City Council should the original contract amount be exceeded by twenty-five thousand dollars (\$25,000.00) or increase the total contract amount to exceed twenty-five thousand dollars (\$25,000.00).

Proposed Language Change:

1-7-3 (I): *Change orders:*

After a contract is awarded pursuant to the purchasing requirements in subsection 1-7-3.B, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended without rebidding the materials, supplies, services or equipment involved. All change orders shall be in writing and approved as set forth in this Section.

1. If a change order for any public works contract authorizes or necessitates any increase in the contract price that is 50% or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price, then the portion of the contract that is covered by the change order must be resubmitted for bidding in accordance to purchasing requirements in this Code per Public Works Contract Change Order Act (50 ILCS 525/5).
2. Change orders not requiring re-bidding as set forth in subparagraph (A) of this Section, and which are in excess of ten thousand dollars (\$10,000) and up to twenty-five thousand dollars (\$25,000) may be approved by the City Administrator only upon a written determination that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the City and is authorized by law. Change orders not requiring re-bidding as set forth in subparagraph (A) of this Section, and which are in excess of twenty-five thousand dollars (\$25,000), or provide for an extension of time to complete the contract by a total of 30 days or more, shall be approved by the City Council only upon a written determination that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the City and is authorized by law (720 ILCS 5/33E-9).

Recommendation

Staff requests the Administrative Committee recommend to the City Council to approve the attached ordinance authorizing the proposed changes to the City Code, Title 1, Chapter 7, Subsection 3: Procurement.

Attachments

- Ordinance
- Exhibit A – City Code Title 1 Chapter 7 Section 3: Procurement – Red-lined Version
- Exhibit B – City Code Title 1 Chapter 7 Section 3: Procurement – Final Version

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS, AMENDING THE YORKVILLE CITY CODE, TITLE 1, CHAPTER 7,
SECTION 3: PROCUREMENT**

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

WHEREAS, Title 1, Chapter 7, Section 3 of the Yorkville City Code, establishes procedures for all purchases and contracts to be accepted by the City; and,

WHEREAS, the Mayor and the City Council (the “*Corporate Authorities*”) have reviewed the procedures for contracts and purchases and have determined that it is in the best interest of the City and its residents to amend Title 1, Chapter 7, Section 3 of the Yorkville City Code to provide for the procurement of all goods and services required by the City.

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

Section 1. That Title 1, Chapter 7, Section 3 of the Yorkville City Code, be and is hereby deleted in its entirety and the following added instead:

“1-7-3: Procurement:

A. Procurement objectives:

1. It is the purpose of this subsection to establish competitive bidding and economical procurement practices, which shall apply to all purchases as herein described.
2. The City Administrator or his or her designee shall be the general purchasing agent of the City. Subject to the terms of this chapter, the City Administrator, or his or her designee shall oversee the purchasing process of all materials, supplies, services, and equipment necessary for the operation of the City.
3. Procurement procedures shall be consistent with any applicable federal, state, and local laws and any contractual obligations with other governmental agencies.

4. The purchasing requirements, as herein established, are to be construed as maximum requirements and do not restrict those authorized to make purchases for the City to go beyond these requirements.
5. The purchasing requirements will not necessarily govern every purchasing situation that may arise. In the event a specific purchase is not covered by these requirements, the purchase shall be made based on these objectives following consultation with the City Administrator or his or her designee.

All purchasing agreements shall provide that payment will be made in compliance with the Local Government Prompt Payment Act (50 ILCS 505/1).

B. *Purchasing requirements:*

1. *Competitive bidding - (invitation to bid [ITB]).* The invitation for bid (ITB) method is used to initiate a competitive sealed bid procurement. The ITB applies to contracts for construction or repair work and purchase of apparatus, supplies, materials, or equipment of more than twenty-five thousand dollars (\$25,000.00). ITBs should include detailed specifications, the scope of work, contract, and any other legal requirements. These bids are received sealed by a specific date and are opened and read out loud publicly in-person or electronically. The standard for awarding contracts is based on the lowest responsive and responsible bidder, or bidders, based on the bid amount listed. For an ITB, the pricing is the main criteria.
 - a. An invitation to bid (ITB or bid) shall be issued for contracts under this subsection and shall include specifications and all contractual terms and conditions applicable. Any business submitting a bid or proposal is referenced as a bidder in this Code.
 - (1) Bids shall be obtained by publishing a public notice in a newspaper of general circulation, City website, electronic bidding portal, or applicable trade publications.
 - (2) Bids shall be published for at least ten (10) days, excluding Sundays and legal holidays, in advance of the due date announced in the invitation for the public opening.
 - (3) The City Administrator shall designate a means of distribution or determination of information to interested parties using reasonably available methods. Such methods may include publication in newspapers of general circulation, electronic or paper mailing lists, and web sites designated and maintained for such notification. Said notice shall state the place, date, and time of the bid opening.
 - (4) All bids and proposals must be sealed and submitted set forth in the request prior to the date and time stated for the opening of responses.
 - (5) All contracts are to be awarded pursuant to this subsection shall be approved by the City Council.
 - (6) No contract shall be assignable or sublet by the successful bidder without the written consent of the City Administrator or his or her designee. In no event shall a contract or any part thereof be assigned or sublet to a bidder who had

been declared not to be a responsible bidder in consideration of bids submitted in response to an invitation for bids for the particular contract.

2. *Competitive proposals (request for qualification [RFQ]/request for proposal [RFP]).* The request for qualifications (RFQ) method may be used as a pre-qualification stage of the procurement process unless specifically required as provided in the Local Government Professional Services Selection Act (50 ILCS 510). Only those proponents who successfully respond to the RFQ and meet the qualification criteria listed within the RFQ will move forward in the selection process that will include submitting a cost proposal. The request for proposal (RFP) is a process where the strategy, objectives, cost, and other details that will assist with the ability to choose the most qualified vendor are included. The RFP can be used without an RFQ as a bidding technique to obtain cost information, but the pricing is not the main criteria. This two-stage approach can both streamline the solicitation process and assist in gathering information about candidates for future use.
 3. *Informal purchasing - (agreements/contracts/quotes).* Another procurement method would be informal purchasing. Informal purchasing is when the threshold of the purchase does not meet the competitive bidding requirements. The City's informal bidding threshold is five thousand dollars (\$5,000.00) to twenty-five thousand dollars (\$25,000.00). This method would include soliciting quotes for goods and services and developing or reviewing service contracts or agreements. Any purchases under five thousand dollars (\$5,000.00) can be purchased with a purchasing card with the department head's permission. It is assumed that staff is using their best judgment when making these purchases about quality and price. Purchases of goods or services in excess of twenty-five thousand dollars (\$25,000.00) require a formal competitive bidding process.
- C. *Electronic bid process—Electronic transactions:* The City may conduct procurement transactions, including competitive sealed bids, competitive sealed proposals, and informal quotations, by electronic means or in electronic form. The City Administrator shall adopt operational procedures regarding:
1. Appropriate security to prevent unauthorized access to the bidding, approval and award processes;
 - a. Identification;
 - b. Confidentiality; and
 - c. Utilization of digital signatures, where applicable.
 2. *Electronic posting:* The City may electronically post solicitations, determinations, and other information related to procurement on a centralized internet web site designated by the City for this purpose.
 3. *Electronic bid openings:* The City may hold public bid openings electronically with the opportunity for public access and input.
 4. *Electronic records:* In accordance with the Illinois Electronic Commerce Security Act, 5 ILCS 175/1-101 et seq., whenever this article requires a record to be "written" or "in writing," an electronic record satisfies that requirement.

D. *Bonding requirements:* All competitive bidding proposals must be sealed and, in the case of contracts for the construction of municipal buildings or facilities or labor, shall be accompanied by a bid security, performance bond, or labor and materials bond.

1. Bid security in an amount of ten percent (10%) or such other percentage as stated in the conditions of the full amount of the bid in the form of a bid bond. In a reasonable time after the bid opening, bid deposits of all, except the three lowest responsible bidders, will be released. The remaining deposits will be released after the successful bidder has entered into the contract and furnished the required insurance and any additional bonds. The bid deposit shall become the property of the City if the successful bidder within fourteen (14) days from awarding the contract refuses or is unable to comply with the contract requirements, not as a penalty, but as liquidated damages.
2. A performance bond, labor, and material bond or other bonds shall be required of the successful bidder at the time of execution of the contract, to guarantee the completion of any work to be performed by the contractor under the contract, payment of material used in such work, and for all labor performed in such work, including subcontractors.

A performance bond satisfactory to the City must be executed by a surety company authorized to do business in the State of Illinois or otherwise secured in a manner satisfactory to the City in an amount equal to one hundred ten percent (110%) of the contract price specified. The surety on the bond shall be a company that is licensed by the Department of Insurance, authorizing it to execute surety bonds. The company shall have a financial strength rating of at least "A," as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

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

E. *Bid exemptions:* Unless prohibited by state or federal law, the following contracts and any other contracts which by their nature are not adapted to award by competitive bidding, shall be exempt from the purchasing requirements in subsection 1-7-3.B:

1. Purchase contracts, for either labor, materials or both, which by their nature are not adaptable to award by competitive bidding, such as, but not limited to, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for supplies, materials, parts or equipment which are available only from a single source, and contracts for the printing of distributable information.
2. Any purchases may be exempt from the purchasing requirements in subsubsection 1-7-3.B if a two-thirds ($\frac{2}{3}$) vote of the City Council, then holding office is acquired.

F. *Bidding cancellation:* An invitation for bids, a request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation by the City Administrator when in the best interests of the

City. Notice of cancellation shall be sent to all persons solicited. The reasons therefor shall be made part of the contract file. Each solicitation issued by the City shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part when in the best interests of the City. The reason(s) for rejection shall be provided upon request by unsuccessful bidders or offerors.

G. *Cooperative procurement:*

1. *Authority:* When deemed in the best interest of the City by the City Administrator, supplies, services, or construction may be procured pursuant to a cooperative purchasing agreement in accordance with the Governmental Joint Purchasing Act, 30 ILCS 525/1 et seq., as amended.
2. *Cooperative purchasing:* The City may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one (1) or more governmental units in accordance with a formal agreement entered into by the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between public procurement units and open-ended public procurement unit contracts that are made available to other governmental units.
3. *Competition:* All cooperative purchasing conducted under this subsection shall be through contracts awarded through full and open competition, including the use of source selection methods substantially equivalent to those specified in subsection 1-7-3.B of this Code.

H. *Disposal of property:*

1. *Real property:*
 - a. The sale or lease of real property by the corporate authorities is authorized pursuant to Sections 11-76-1, 11-76-2 and 11-76-3 of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq. (the "Illinois Municipal Code")
 - b. In the event the corporate authorities determine that any real property is surplus real estate and no longer required for municipal operations, the sale of real property deemed surplus is authorized pursuant to sections 11-76-4.1 and 11-76-4.2 of the Illinois Municipal Code.
2. *Personal property:*
 - a. Pursuant to Section 11-76-4 of the Illinois Municipal Code, whenever the City owns any personal property which is no longer necessary or useful to or in the best interests of the City to retain with a residual value of less than five thousand dollars (\$5,000.00), the City Administrator is authorized to sell or dispose of such property by any method the City Administrator deems to be in the best interests of the City, including not limited to:
 - (1) Competitive sealed bidding;
 - (2) Donation;
 - (3) Recycling company;

- (4) Public auction;
 - (5) Trade-in, when the City Administrator or his or her designee determines the trade-in value is expected to exceed the value estimated to be obtained through the sale of such supplies; or
 - (6) Disposal, when the City Administrator or his or her designee determines that surplus supplies have no resale value, or that the cost of transportation, storage, and sale of said supplies will exceed the anticipated sale value.
- b. Any personal property which has a residual value in excess of five thousand dollars (\$5,000.00) shall be sold or disposed of pursuant to any one of the methods set forth above as recommended by the City Administrator and approved by the City Council.
 - c. The surplus property shall not be made available to any elected or appointed official or employee of the City, unless through a public auction or competitive sealed bidding process.

I. *Change orders:*

After a contract is awarded pursuant to the purchasing requirements in subsection 1-7-3.B, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended without rebidding the materials, supplies, services or equipment involved. All change orders shall be in writing and approved as set forth in this Section.

- 1. If a change order for any public works contract authorizes or necessitates any increase in the contract price that is 50% or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price, then the portion of the contract that is covered by the change order must be resubmitted for bidding in accordance to purchasing requirements in this Code per Public Works Contract Change Order Act (50 ILCS 525/5).
- 2. Change orders not requiring re-bidding as set forth in subparagraph (A) of this Section, and which are in excess of ten thousand dollars (\$10,000) and up to twenty-five thousand dollars (\$25,000) may be approved by the City Administrator only upon a written determination that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the City and is authorized by law. Change orders not requiring re-bidding as set forth in subparagraph (A) of this Section, and which are in excess of twenty-five thousand dollars (\$25,000), or provide for an extension of time to complete the contract by a total of 30 days or more, shall be approved by the City Council only upon a written determination that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the City and is authorized by law (720 ILCS 5/33E-9).

J. *Spending limits:*

- 1. Department heads of the City, or their assignees, in the performance of their respective duties on behalf of the City, shall be empowered to authorize the ordering or purchase

of budgeted materials, fixtures, equipment, services and supplies as may be deemed essential in the normal, day to day operations.

2. The department head is responsible for determining if an item is budgeted, if adequate funds are available and if proper purchasing procedures have been followed.

K. *Signing of contracts:*

1. All contracts must be executed by the City Administrator or his or her designee if the contract amount is less than twenty-five thousand dollars (\$25,000.00).
2. If the contract is twenty-five thousand dollars (\$25,000.00) or more, then the Mayor or his or her designee must sign the contract with the approval of the City Council.

L. *Ineligible contractors or vendors:*

1. The City Council may debar a vendor, subcontractor, or supplier for:
 - a. Conviction of, or civil judgment for:
 - (1) Commission or attempted commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public contract or subcontract;
 - (2) Violation or attempted violation of federal or state statutes, or any other legally applicable law, regulation, or rule relating to the submission of bids, proposals, or claims;
 - (3) Commission or attempted commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; or
 - (4) Commission or attempted commission of any other offense or engaging in or attempting to engage in conduct indicating a lack of truthfulness, integrity, or honesty, which affects the responsibility of the vendor.
 - b. Violation of the terms of a City ordinance or City contract or subcontract so severe as to justify debarment including, but not limited to:
 - (1) Willful failure to perform in accordance with the terms of one (1) or more contracts or subcontracts, including the hiring of subcontractors or suppliers debarred under this subsection;
 - (2) A history of failure to perform one (1) or more contracts or subcontracts;
 - (3) A history of unsatisfactory performance of one (1) or more contracts or subcontracts; or
 - (4) A history of failure to meet equal employment opportunity obligations, or prevailing wage obligations, or any other contracting or subcontracting obligation imposed by this Code or any other law.
 - c. Making, attempting, or causing any false, deceptive, or fraudulent material statement in any bid, proposal, or application for City or any government work or in the performance of any such contract for the City or a government agency, or application for any permit or license.

- d. Refusal to cooperate with reasonable requests of City inspectors, representatives, or other appropriate City personnel with respect to work under contract provisions, plans, or specifications, or otherwise, pursuant to the duties of that City personnel.
 - e. Founding, establishing or operating an entity in a manner designed to evade the application or defeat the purpose of these rules or any provision of this Code, rule or regulation, the statutes, rules or regulations of the State of Illinois, or any federal statute, rule or regulation, or any other legally applicable law, regulation, or rule.
 - f. Improper conduct, including, but not limited to, the commission or attempted commission of:
 - (1) Intentional or negligent billing irregularities;
 - (2) Submitting false or frivolous or exaggerated claims, documents, or records;
 - (3) Falsification of claims, documents, or records;
 - (4) Willful or grossly negligent destruction of documents or records the vendor had an obligation to maintain;
 - (5) Bribery or coercion of a government official, or other unlawful tampering with a government official;
 - (6) Use of false or deceptive statements to obtain some benefit, or causing competition to be restrained or limited;
 - (7) Misrepresentation to any governmental agency or government official;
 - (8) Violation of ethical standards established by the City, or other dishonesty incident to obtaining, prequalifying for, or performing any contract or modification thereof;
 - (9) Failing to pay, after a reasonable period of time, any judgment or other adjudicated debt owed to the City after a request for payment; or
 - (10) Failing to defend, indemnify, or hold harmless the City pursuant to a contractual obligation after having received a request to do so.
 - g. Any other cause of so serious or compelling a nature that it affects the responsibility of the vendor.
 - h. Debarment, disqualification, or suspension by any other government agency for any reason.
 - i. Disqualification or rejection of a bid from a vendor or contractor on three (3) or more occasions within a three-year period.
2. *Effect of debarment:*
- a. Notwithstanding the debarment of a contractor, the City may continue contracts or subcontracts in existence at the time the contractor was debarred unless the Mayor directs otherwise.

- b. Debarred contractors are further prohibited from performing work as a contractor, subcontractor or materialman on any tier on City contracts. The City shall not accept or enter into any contract where a debarred contractor is proposed to perform the work.
 - c. The debarment may be canceled prospectively, or the duration and scope may be reduced or waived by the Mayor, upon the written application of the debarred individual or entity, supported by documentation, for any of the following reasons:
 - (1) Newly discovered material evidence or documentable error in the findings of the City Council's decision.
 - (2) Reversal of the conviction or judgment on which the ineligibility is based on the conviction or judgment was based on an admission of conduct that was a cause for debarment.
 - (3) Bona-fide change in ownership and control of the entity, or other mitigating factors sufficient, in the judgment of the City Council, to remove the conditions giving rise to the conduct that led to the ineligibility.
3. *Penalties:*
- a. Any vendor providing services or hiring a subcontractor on any tier or supplier that has been debarred under this subsection may be subject to one (1) or more of the following:
 - (1) Immediate termination of all City contracts without recourse;
 - (2) Placement on the list of debarred vendors for at least five (5) years;
 - (3) Is guilty of a Class IV violation for each day, or part thereof, that the debarred vendor performed work;
 - (4) Reduction of their contract price by an amount equal to the value of the work performed by a debarred vendor; and
 - (5) Any City employee willfully violating this subsection or hiring a debarred vendor shall be subject to disciplinary action, up to and including termination.

M. *Bid protests:*

- 1. *Right to protest:* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City Administrator. The protest shall be submitted in writing within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.
- 2. *Contract claims:* All claims by a contractor against the City relating to a contract shall be submitted in writing to the City Administrator. The contractor may request a conference with the City Administrator on a submitted claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

3. *Authority to resolve protests and contract claims:*
 - a. *Protests:* The City Administrator shall have the authority consistent with this Code to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
 - b. *Contract claims:* The City Administrator, after consulting with the City Attorney, shall have the authority to resolve contract claims, subject to the approval of the City Administrator or City Council, as applicable, regarding any settlement that will result in a change order or contract modification pursuant to subsection 1-7-3.I of this Code.
 4. *Decision:* If a protest brought pursuant to this section is not resolved by mutual agreement, the City Administrator shall promptly issue a decision in writing. A copy of the decision shall be mailed or otherwise furnished immediately to the protestant or claimant and any other party intervening. The decision shall state the reasons for the action taken.
 5. *Finality of decision:* A decision under this section shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the protestant or claimant files a written appeal with the City Administrator.
 6. *Authority of the city administrator:* The City Administrator shall have the jurisdiction to review and determine any appeal by an aggrieved party from a determination by the City Administrator regarding a protest or contract claim. Such a decision shall be final and conclusive.
- N. *Inconsistent state law:* If any provision of this section shall conflict with any provision of any statute or public law now or hereafter enacted by the Illinois General Assembly, such statute or public law shall control.

(Ord. No. 2020-39 , § 1, 7-28-2020)

Editor's note(s)—Ord. No. 2020-39 Editor's note(s)—, deleted former § 1-7-3 entitled "Contracts and purchases," which derived from: Ord. 1975-8, adopted June 26, 1975; Ord. 2008-33, adopted May 13, 2008; Ord. 2011-11, adopted Mar. 22, 2011; Ord. 2017-72, adopted Nov. 28, 2017; and Ord. No. 2020-33 Editor's note(s)—, § 1, adopted May 26, 2020, and enacted a new § 1-7-3 as herein set out above.

State law reference(s)—65 ILCS 5/8-9-1 et seq. “

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVAR 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

Exhibit A - Exhibit A - City Code Title 1 Chapter 7 Section 3 Procurement Red-lined Version

1-7-3: Procurement:

A. Procurement objectives:

1. It is the purpose of this subsection to establish competitive bidding and economical procurement practices, which shall apply to all purchases as herein described.
2. The City Administrator or his or her designee shall be the general purchasing agent of the City. Subject to the terms of this chapter, the City Administrator, or his or her designee shall oversee the purchasing process of all materials, supplies, services, and equipment necessary for the operation of the City.
3. Procurement procedures shall be consistent with any applicable federal, state, and local laws and any contractual obligations with other governmental agencies.
4. The purchasing requirements, as herein established, are to be construed as maximum requirements and do not restrict those authorized to make purchases for the City to go beyond these requirements.
5. The purchasing requirements will not necessarily govern every purchasing situation that may arise. In the event a specific purchase is not covered by these requirements, the purchase shall be made based on these objectives following consultation with the City Administrator or his or her designee.

All purchasing agreements shall provide that payment will be made in compliance with the Local Government Prompt Payment Act (50 ILCS 505/1).

B. Purchasing requirements:

1. *Competitive bidding - (invitation to bid [ITB])*. The invitation for bid (ITB) method is used to initiate a competitive sealed bid procurement. The ITB applies to contracts for construction or repair work and purchase of apparatus, supplies, materials, or equipment of more than twenty-five thousand dollars (\$25,000.00). ITBs should include detailed specifications, the scope of work, contract, and any other legal requirements. These bids are received sealed by a specific date and are opened and read out loud publicly in-person or electronically. The standard for awarding contracts is based on the lowest responsive and responsible bidder, or bidders, based on the bid amount listed. For an ITB, the pricing is the main criteria.
 - a. An invitation to bid (ITB or bid) shall be issued for contracts under this subsection and shall include specifications and all contractual terms and conditions applicable. Any business submitting a bid or proposal is referenced as a bidder in this Code.
 - (1) Bids shall be obtained by publishing a public notice in a newspaper of general circulation, City website, electronic bidding portal, or applicable trade publications.
 - (2) Bids shall be published for at least ten (10) days, excluding Sundays and legal holidays, in advance of the due date announced in the invitation for the public opening.
 - (3) The City Administrator shall designate a means of distribution or determination of information to interested parties using reasonably available methods. Such methods may include publication in newspapers of general circulation, electronic or paper mailing lists, and web sites designated and maintained for such notification. Said notice shall state the place, date, and time of the bid opening.
 - (4) All bids and proposals must be sealed and submitted set forth in the request prior to the date and time stated for the opening of responses.
 - (5) All contracts are to be awarded pursuant to this subsection shall be approved by the City Council.
 - (6) No contract shall be assignable or sublet by the successful bidder without the written consent of the City Administrator or his or her designee. In no event shall a contract or any part thereof be assigned or sublet to a bidder who had been declared not to be a

responsible bidder in consideration of bids submitted in response to an invitation for bids for the particular contract.

2. *Competitive proposals (request for qualification [RFQ]/request for proposal [RFP]).* The request for qualifications (RFQ) method ~~can~~ may be used as a pre-qualification stage of the procurement process unless specifically required as provided in the Local Government Professional Services Selection Act (50 ILCS 510). Only those proponents who successfully respond to the RFQ and meet the qualification criteria listed within the RFQ will move ~~on~~ forward in the selection process that will include submitting a cost proposal. The request for proposal (RFP) is a process where the strategy, objectives, cost, and other details that will assist with the ability to choose the most qualified vendor are included. The RFP can be used without an RFQ as a bidding technique to obtain cost information, but the pricing is not the main criteria. This two-stage approach can both streamline the solicitation process and assist in gathering information about candidates for future use.

- a. ~~Requests for proposals shall be considered when determining the following through a qualifications-based selection (QBS) process:~~
 - (1) ~~Whether the contract needs to be other than a fixed-price type;~~
 - (2) ~~Whether oral or written discussions may need to be conducted with proposers concerning technical and price aspects of their proposals;~~
 - (3) ~~Whether the award may need to be based upon a comparative evaluation as stated in the request for proposals of differing price, quality, and contractual factors in order to determine the most advantageous offering to the City. Quality factors include technical and performance capability and the content of the technical proposal; and~~
 - (4) ~~Whether the primary consideration in determining award may not be price.~~
- b. ~~Request for proposals shall be prepared in accordance with the bid requirements listed in the above subsections 1-7-3.B.1.a(1)-(6), and shall also include:~~
 - (1) ~~A statement that discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for the contract award, but that proposals may be accepted without such discussions;~~
 - (2) ~~A statement of when and how price should be submitted; and~~
 - (3) ~~A listing of the criteria by which a proper shall be selected and recommended to the City Council may also be included.~~

3. *Informal purchasing - (agreements/contracts/quotes).* Another procurement method would be informal purchasing. Informal purchasing is when the threshold of the purchase does not meet the competitive bidding requirements. The City's informal bidding threshold is five thousand dollars (\$5,000.00) to twenty-five thousand dollars (\$25,000.00). This method would include soliciting quotes for goods and services and developing or reviewing service contracts or agreements. Any purchases under five thousand dollars (\$5,000.00) can be purchased with a purchasing card with the ~~D~~epartment ~~H~~ead's permission. It is assumed that staff is using their best judgment when making these purchases about quality and price. Purchases of goods or services in excess of twenty-five thousand dollars (\$25,000.00) require a formal competitive bidding process.

- C. *Electronic bid process—Electronic transactions:* The City may conduct procurement transactions, including competitive sealed bids, competitive sealed proposals, and informal quotations, by electronic means or in electronic form. The City Administrator shall adopt operational procedures regarding:

1. Appropriate security to prevent unauthorized access to the bidding, approval and award processes;
 - a. Identification;

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- b. Confidentiality; and
 - c. Utilization of digital signatures, where applicable.
2. *Electronic posting:* The City may electronically post solicitations, determinations, and other information related to procurement on a centralized internet web site designated by the City for this purpose.
 3. *Electronic bid openings:* The City may hold public bid openings electronically with the opportunity for public access and input.
 4. *Electronic records:* In accordance with the Illinois Electronic Commerce Security Act, 5 ILCS 175/1-101 et seq., whenever this article requires a record to be "written" or "in writing," an electronic record satisfies that requirement.
- D. *Bonding requirements:* All competitive bidding proposals must be sealed and, in the case of contracts for the construction of municipal buildings or facilities or labor, shall be accompanied by a bid security, performance bond, or labor and materials bond.
1. Bid security in an amount of ten percent (10%) or such other percentage as stated in the conditions of the full amount of the bid in the form of a bid bond. In a reasonable time after the bid opening, bid deposits of all, except the three lowest responsible bidders, will be released. The remaining deposits will be released after the successful bidder has entered into the contract and furnished the required insurance and any additional bonds. The bid deposit shall become the property of the City if the successful bidder within fourteen (14) days from awarding the contract refuses or is unable to comply with the contract requirements, not as a penalty, but as liquidated damages.
 2. A performance bond, labor, and material bond or other bonds shall be required of the successful bidder at the time of execution of the contract, to guarantee the completion of any work to be performed by the contractor under the contract, payment of material used in such work, and for all labor performed in such work, including subcontractors.
- A performance bond satisfactory to the City must be executed by a surety company authorized to do business in the State of Illinois or otherwise secured in a manner satisfactory to the City in an amount equal to one hundred ten percent (110%) of the contract price specified. The surety on the bond shall be a company that is licensed by the Department of Insurance, authorizing it to execute surety bonds. The company shall have a financial strength rating of at least "A," as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.
- In the event that the bidder fails to furnish the bonds within fourteen (14) days after notification of the award, then the bid guarantee shall be retained by the City as liquidated damages and not as a penalty. It is agreed that the sum is a fair estimate of the amount of damages that the City will sustain due to the bidder's failure to furnish the bonds.
- E. *Bid exemptions:* Unless prohibited by state or federal law, the following contracts and any other contracts which by their nature are not adapted to award by competitive bidding, shall be exempt from the purchasing requirements in subsection 1-7-3.B:
1. Purchase contracts, for either labor, materials or both, which by their nature are not adaptable to award by competitive bidding, such as, but not limited to, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for supplies, materials, parts or equipment which are available only from a single source, and contracts for the printing of distributable information.
 2. ~~All purchases of whatever nature, for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies, wherein the City Council, by a two-thirds (2/3) majority affirmative vote of the members of the City Council then holding office, waive the requirement of open~~

~~and competitive bidding, except in such instances where open and competitive bidding are required by the provisions of subsection 8-9-1 of the Illinois Municipal Code.~~

~~32.~~ Any purchases may be exempt from the purchasing requirements in subsubsection 1-7-3.B if a two-thirds ($\frac{2}{3}$) vote of the City Council, then holding office is acquired.

F. *Bidding cancellation:* An invitation for bids, a request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation by the City Administrator when in the best interests of the City. Notice of cancellation shall be sent to all persons solicited. The reasons therefor shall be made part of the contract file. Each solicitation issued by the City shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part when in the best interests of the City. The reason(s) for rejection shall be provided upon request by unsuccessful bidders or offerors.

G. *Cooperative procurement:*

1. *Authority:* When deemed in the best interest of the City by the City Administrator, supplies, services, or construction may be procured pursuant to a cooperative purchasing agreement in accordance with the Governmental Joint Purchasing Act, 30 ILCS 525/1 et seq., as amended.
2. *Cooperative purchasing:* The City may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one (1) or more governmental units in accordance with a formal agreement entered into by the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between public procurement units and open-ended public procurement unit contracts that are made available to other governmental units.
3. *Competition:* All cooperative purchasing conducted under this subsection shall be through contracts awarded through full and open competition, including the use of source selection methods substantially equivalent to those specified in subsection 1-7-3.B of this Code.

H. *Surplus Disposal of property:*

1. *Real property:*

a. ~~The sale or lease of real property by the corporate authorities is authorized pursuant to Sections 11-76-1, 11-76-2 and 11-76-3. The City has either: (1) adopted an ordinance to sell surplus real estate pursuant to Section 11-76-4.2 of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq. (the "Illinois Municipal Code")~~

~~b. In the event the corporate authorities determine that any real property is surplus real estate and no longer required for municipal operations, the sale of real property deemed surplus is authorized pursuant to sections 11-76-4.1 and 11-76-4.2 of the Illinois Municipal Code, and has received no bid; or (2) adopted a resolution to sell surplus real estate under Section 11-76-4.1 of the Illinois Municipal Code and has received no acceptable offer within six (6) months after the adoption of the resolution, then that parcel of surplus real estate may be sold in the following manner:~~

~~b. If the City has an unemployment rate higher than the national average for at least one (1) month during the six (6) months preceding an ordinance adopted to sell surplus real estate and the City has not received an acceptable offer within six (6) months of the date of the resolution authorizing the sale, then the City Council may, by resolution, authorize the sale of surplus public real estate in any of the following manners:~~

~~(1) By the staff of the municipality;~~

~~(2) By listing with local licensed real estate agencies; or~~

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~~(3) By public auction.~~

~~c. The terms of the sale, the compensation of the agent, if any, the time and the place of the auction, if applicable, a legal description of the property and its size, use and zoning shall be included in the resolution. The resolution shall be published once each week for three (3) successive weeks in a daily or weekly newspaper published in the municipality or, if none, in a newspaper published in the county in which the municipality is located. No sale may be conducted until at least thirty (30) days after the first publication. The corporate authorities may accept any offer or bid determined by them to be in the best interest of the municipality by a vote of three fourths (¾) of the corporate authorities then holding office.~~

2. *Personal property:*

- a. Pursuant to Section 11-76-4 of the Illinois Municipal Code, whenever the City owns any personal property which is no longer necessary or useful to or in the best interests of the City to retain with a residual value of less than five thousand dollars (\$5,000.00), the City Administrator is authorized to sell or dispose of such property by any method the City Administrator deems to be in the best interests of the City, including not limited to:
 - (1) Competitive sealed bidding;
 - (2) Donation;
 - (3) Recycling company;
 - (4) Public auction;
 - (5) Trade-in, when the City Administrator or his or her designee determines the trade-in value is expected to exceed the value estimated to be obtained through the sale of such supplies; or
 - (6) Disposal, when the City Administrator or his or her designee determines that surplus supplies have no resale value, or that the cost of transportation, storage, and sale of said supplies will exceed the anticipated sale value.
- b. Any personal property which has a residual value in excess of five thousand dollars (\$5,000.00) shall be sold or disposed of pursuant to any one of the methods set forth above as recommended by the City Administrator and approved by the City Council.
- c. The surplus property shall not be made available to any elected or appointed official or employee of the City, unless through a public auction or competitive sealed bidding process.

I. *Change orders:*

~~1. After a contract is awarded pursuant to the purchasing requirements in subsection 1-7-3.B, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended without rebidding the materials, supplies, services or equipment involved. All change orders shall be in writing and approved as set forth in this Section.~~

~~1. If a change order for any public works contract authorizes or necessitates any increase in the contract price that is 50% or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price, then the portion of the contract that is covered by the change order must be resubmitted for bidding in accordance to purchasing requirements in this Code per Public Works Contract Change Order Act (50 ILCS 525/5).~~

~~2. Change orders not requiring re-bidding as set forth in subparagraph (A) of this Section, and which are in excess of ten thousand dollars (\$10,000) and up to twenty-five thousand dollars (\$25,000) may be~~

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approved by the City Administrator only upon a written determination that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the City and is authorized by law. Change orders not requiring re-bidding as set forth in subparagraph (A) of this Section, and which are in excess of twenty-five thousand dollars (\$25,000), or provide for an extension of time to complete the contract by a total of 30 days or more, shall be approved by the City Council only upon a written determination that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the City and is authorized by law (720 ILCS 5/33E-9).

~~2. All change orders are required to be approved by the City Council should the original contract amount be exceeded by twenty-five thousand dollars (\$25,000.00) or increase the total contract amount to exceed twenty-five thousand dollars (\$25,000.00).~~

J. *Spending limits:*

1. Department ~~H~~heads of the City, or their assignees, in the performance of their respective duties on behalf of the City, shall be empowered to authorize the ordering or purchase of budgeted materials, fixtures, equipment, services and supplies as may be deemed essential in the normal, day to day operations.
2. The ~~d~~Department ~~H~~head is responsible for determining if an item is budgeted, if adequate funds are available and if proper purchasing procedures have been followed.

K. *Signing of contracts:*

1. All contracts must be executed by the City Administrator or his or her designee if the contract amount is less than twenty-five thousand dollars (\$25,000.00).
2. If the contract is twenty-five thousand dollars (\$25,000.00) or more, then the Mayor or his or her designee must sign the contract with the approval of the City Council.

L. *Ineligible contractors or vendors:*

1. The City Council may debar a vendor, subcontractor, or supplier for:
 - a. Conviction of, or civil judgment for:
 - (1) Commission or attempted commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public contract or subcontract;
 - (2) Violation or attempted violation of federal or state statutes, or any other legally applicable law, regulation, or rule relating to the submission of bids, proposals, or claims;
 - (3) Commission or attempted commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; or
 - (4) Commission or attempted commission of any other offense or engaging in or attempting to engage in conduct indicating a lack of truthfulness, integrity, or honesty, which affects the responsibility of the vendor.
 - b. Violation of the terms of a City ordinance or City contract or subcontract so severe as to justify debarment including, but not limited to:
 - (1) Willful failure to perform in accordance with the terms of one (1) or more contracts or subcontracts, including the hiring of subcontractors or suppliers debarred under this subsection;

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- (2) A history of failure to perform one (1) or more contracts or subcontracts;
 - (3) A history of unsatisfactory performance of one (1) or more contracts or subcontracts; or
 - (4) A history of failure to meet equal employment opportunity obligations, or prevailing wage obligations, or any other contracting or subcontracting obligation imposed by this Code or any other law.
- c. Making, attempting, or causing any false, deceptive, or fraudulent material statement in any bid, proposal, or application for City or any government work or in the performance of any such contract for the City or a government agency, or application for any permit or license.
 - d. Refusal to cooperate with reasonable requests of City inspectors, representatives, or other appropriate City personnel with respect to work under contract provisions, plans, or specifications, or otherwise, pursuant to the duties of that City personnel.
 - e. Founding, establishing or operating an entity in a manner designed to evade the application or defeat the purpose of these rules or any provision of this Code, rule or regulation, the statutes, rules or regulations of the State of Illinois, or any federal statute, rule or regulation, or any other legally applicable law, regulation, or rule.
 - f. Improper conduct, including, but not limited to, the commission or attempted commission of:
 - (1) Intentional or negligent billing irregularities;
 - (2) Submitting false or frivolous or exaggerated claims, documents, or records;
 - (3) Falsification of claims, documents, or records;
 - (4) Willful or grossly negligent destruction of documents or records the vendor had an obligation to maintain;
 - (5) Bribery or coercion of a government official, or other unlawful tampering with a government official;
 - (6) Use of false or deceptive statements to obtain some benefit, or causing competition to be restrained or limited;
 - (7) Misrepresentation to any governmental agency or government official;
 - (8) Violation of ethical standards established by the City, or other dishonesty incident to obtaining, prequalifying for, or performing any contract or modification thereof;
 - (9) Failing to pay, after a reasonable period of time, any judgment or other adjudicated debt owed to the City after a request for payment; or
 - (10) Failing to defend, indemnify, or hold harmless the City pursuant to a contractual obligation after having received a request to do so.
 - g. Any other cause of so serious or compelling a nature that it affects the responsibility of the vendor.
 - h. Debarment, disqualification, or suspension by any other government agency for any reason.
 - i. Disqualification or rejection of a bid from a vendor or contractor on three (3) or more occasions within a three-year period.
2. *Effect of debarment:*
- a. Notwithstanding the debarment of a contractor, the City may continue contracts or subcontracts in existence at the time the contractor was debarred unless the Mayor directs otherwise.

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- b. Debarred contractors are further prohibited from performing work as a contractor, subcontractor or materialman on any tier on City contracts. The City shall not accept or enter into any contract where a debarred contractor is proposed to perform the work.
 - c. The debarment may be canceled prospectively, or the duration and scope may be reduced or waived by the Mayor, upon the written application of the debarred individual or entity, supported by documentation, for any of the following reasons:
 - (1) Newly discovered material evidence or documentable error in the findings of the City Council's decision.
 - (2) Reversal of the conviction or judgment on which the ineligibility is based on the conviction or judgment was based on an admission of conduct that was a cause for debarment.
 - (3) Bona-fide change in ownership and control of the entity, or other mitigating factors sufficient, in the judgment of the City Council, to remove the conditions giving rise to the conduct that led to the ineligibility.

3. *Penalties:*

- a. Any vendor ~~obtaining~~ ~~providing~~ services or hiring a subcontractor on any tier or supplier that has been debarred under this subsection may be subject to one (1) or more of the following:
 - (1) Immediate termination of all City contracts without recourse;
 - (2) Placement on the list of debarred vendors for at least five (5) years;
 - (3) Is guilty of a Class IV violation for each day, or part thereof, that the debarred vendor performed work;
 - (4) Reduction of their contract price by an amount equal to the value of the work performed by a debarred vendor; and
 - (5) Any City employee willfully violating this subsection or hiring a debarred vendor shall be subject to disciplinary action, up to and including termination.

M. *Bid protests:*

- 1. *Right to protest:* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City Administrator. The protest shall be submitted in writing within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.
- 2. *Contract claims:* All claims by a contractor against the City relating to a contract shall be submitted in writing to the City Administrator. The contractor may request a conference with the City Administrator on a submitted claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- 3. *Authority to resolve protests and contract claims:*
 - a. *Protests:* The City Administrator shall have the authority consistent with this Code to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
 - b. *Contract claims:* The City Administrator, after consulting with the City Attorney, shall have the authority to resolve contract claims, subject to the approval of the City Administrator or City Council, as applicable, regarding any settlement that will result in a change order or contract modification pursuant to subsection 1-7-3.I of this Code.

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4. *Decision:* If a protest brought pursuant to this section is not resolved by mutual agreement, the City Administrator shall promptly issue a decision in writing. A copy of the decision shall be mailed or otherwise furnished immediately to the protestant or claimant and any other party intervening. The decision shall state the reasons for the action taken.
 5. *Finality of decision:* A decision under this section shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the protestant or claimant files a written appeal with the City Administrator.
 6. *Authority of the ~~e~~City ~~a~~A*Administrator: The City Administrator shall have the jurisdiction to review and determine any appeal by an aggrieved party from a determination by the City Administrator regarding a protest or contract claim. Such a decision shall be final and conclusive.

N. *Inconsistent state law:* If any provision of this section shall conflict with any provision of any statute or public law now or hereafter enacted by the Illinois General Assembly, such statute or public law shall control.

(Ord. No. 2020-39 , § 1, 7-28-2020)

Editor's note(s)—Ord. No. 2020-39 Editor's note(s)—, deleted former § 1-7-3 entitled "Contracts and purchases," which derived from: Ord. 1975-8, adopted June 26, 1975; Ord. 2008-33, adopted May 13, 2008; Ord. 2011-11, adopted Mar. 22, 2011; Ord. 2017-72, adopted Nov. 28, 2017; and Ord. No. 2020-33 Editor's note(s)—, § 1, adopted May 26, 2020, and enacted a new § 1-7-3 as herein set out above.

State law reference(s)—65 ILCS 5/8-9-1 et seq.

Exhibit B - City Code Title 1 Chapter 7 Section 3 Procurement Final Version

1-7-3: Procurement:

A. *Procurement objectives:*

1. It is the purpose of this subsection to establish competitive bidding and economical procurement practices, which shall apply to all purchases as herein described.
2. The City Administrator or his or her designee shall be the general purchasing agent of the City. Subject to the terms of this chapter, the City Administrator, or his or her designee shall oversee the purchasing process of all materials, supplies, services, and equipment necessary for the operation of the City.
3. Procurement procedures shall be consistent with any applicable federal, state, and local laws and any contractual obligations with other governmental agencies.
4. The purchasing requirements, as herein established, are to be construed as maximum requirements and do not restrict those authorized to make purchases for the City to go beyond these requirements.
5. The purchasing requirements will not necessarily govern every purchasing situation that may arise. In the event a specific purchase is not covered by these requirements, the purchase shall be made based on these objectives following consultation with the City Administrator or his or her designee.

All purchasing agreements shall provide that payment will be made in compliance with the Local Government Prompt Payment Act (50 ILCS 505/1).

B. *Purchasing requirements:*

1. *Competitive bidding - (invitation to bid [ITB]).* The invitation for bid (ITB) method is used to initiate a competitive sealed bid procurement. The ITB applies to contracts for construction or repair work and purchase of apparatus, supplies, materials, or equipment of more than twenty-five thousand dollars (\$25,000.00). ITBs should include detailed specifications, the scope of work, contract, and any other legal requirements. These bids are received sealed by a specific date and are opened and read out loud publicly in-person or electronically. The standard for awarding contracts is based on the lowest responsive and responsible bidder, or bidders, based on the bid amount listed. For an ITB, the pricing is the main criteria.
 - a. An invitation to bid (ITB or bid) shall be issued for contracts under this subsection and shall include specifications and all contractual terms and conditions applicable. Any business submitting a bid or proposal is referenced as a bidder in this Code.
 - (1) Bids shall be obtained by publishing a public notice in a newspaper of general circulation, City website, electronic bidding portal, or applicable trade publications.
 - (2) Bids shall be published for at least ten (10) days, excluding Sundays and legal holidays, in advance of the due date announced in the invitation for the public opening.
 - (3) The City Administrator shall designate a means of distribution or determination of information to interested parties using reasonably available methods. Such methods may include publication in newspapers of general circulation, electronic or paper mailing lists, and web sites designated and maintained for such notification. Said notice shall state the place, date, and time of the bid opening.
 - (4) All bids and proposals must be sealed and submitted set forth in the request prior to the date and time stated for the opening of responses.
 - (5) All contracts are to be awarded pursuant to this subsection shall be approved by the City Council.
 - (6) No contract shall be assignable or sublet by the successful bidder without the written consent of the City Administrator or his or her designee. In no event shall a contract or any part thereof be assigned or sublet to a bidder who had been declared not to be a

responsible bidder in consideration of bids submitted in response to an invitation for bids for the particular contract.

2. *Competitive proposals (request for qualification [RFQ]/request for proposal [RFP]).* The request for qualifications (RFQ) method may be used as a pre-qualification stage of the procurement process unless specifically required as provided in the Local Government Professional Services Selection Act (50 ILCS 510). Only those proponents who successfully respond to the RFQ and meet the qualification criteria listed within the RFQ will move forward in the selection process that will include submitting a cost proposal. The request for proposal (RFP) is a process where the strategy, objectives, cost, and other details that will assist with the ability to choose the most qualified vendor are included. The RFP can be used without an RFQ as a bidding technique to obtain cost information, but the pricing is not the main criteria. This two-stage approach can both streamline the solicitation process and assist in gathering information about candidates for future use.
 3. *Informal purchasing - (agreements/contracts/quotes).* Another procurement method would be informal purchasing. Informal purchasing is when the threshold of the purchase does not meet the competitive bidding requirements. The City's informal bidding threshold is five thousand dollars (\$5,000.00) to twenty-five thousand dollars (\$25,000.00). This method would include soliciting quotes for goods and services and developing or reviewing service contracts or agreements. Any purchases under five thousand dollars (\$5,000.00) can be purchased with a purchasing card with the Department Head's permission. It is assumed that staff is using their best judgment when making these purchases about quality and price. Purchases of goods or services in excess of twenty-five thousand dollars (\$25,000.00) require a formal competitive bidding process.
- C. *Electronic bid process—Electronic transactions:* The City may conduct procurement transactions, including competitive sealed bids, competitive sealed proposals, and informal quotations, by electronic means or in electronic form. The City Administrator shall adopt operational procedures regarding:
1. Appropriate security to prevent unauthorized access to the bidding, approval and award processes;
 - a. Identification;
 - b. Confidentiality; and
 - c. Utilization of digital signatures, where applicable.
 2. *Electronic posting:* The City may electronically post solicitations, determinations, and other information related to procurement on a centralized internet web site designated by the City for this purpose.
 3. *Electronic bid openings:* The City may hold public bid openings electronically with the opportunity for public access and input.
 4. *Electronic records:* In accordance with the Illinois Electronic Commerce Security Act, 5 ILCS 175/1-101 et seq., whenever this article requires a record to be "written" or "in writing," an electronic record satisfies that requirement.
- D. *Bonding requirements:* All competitive bidding proposals must be sealed and, in the case of contracts for the construction of municipal buildings or facilities or labor, shall be accompanied by a bid security, performance bond, or labor and materials bond.
1. Bid security in an amount of ten percent (10%) or such other percentage as stated in the conditions of the full amount of the bid in the form of a bid bond. In a reasonable time after the bid opening, bid deposits of all, except the three lowest responsible bidders, will be released. The remaining deposits will be released after the successful bidder has entered into the contract and furnished the required insurance and any additional bonds. The bid deposit shall become the property of the City if the successful bidder within fourteen (14) days from awarding the contract refuses or is unable to comply with the contract requirements, not as a penalty, but as liquidated damages.

2. A performance bond, labor, and material bond or other bonds shall be required of the successful bidder at the time of execution of the contract, to guarantee the completion of any work to be performed by the contractor under the contract, payment of material used in such work, and for all labor performed in such work, including subcontractors.

A performance bond satisfactory to the City must be executed by a surety company authorized to do business in the State of Illinois or otherwise secured in a manner satisfactory to the City in an amount equal to one hundred ten percent (110%) of the contract price specified. The surety on the bond shall be a company that is licensed by the Department of Insurance, authorizing it to execute surety bonds. The company shall have a financial strength rating of at least "A," as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

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

- E. *Bid exemptions:* Unless prohibited by state or federal law, the following contracts and any other contracts which by their nature are not adapted to award by competitive bidding, shall be exempt from the purchasing requirements in subsection 1-7-3.B:

1. Purchase contracts, for either labor, materials or both, which by their nature are not adaptable to award by competitive bidding, such as, but not limited to, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for supplies, materials, parts or equipment which are available only from a single source, and contracts for the printing of distributable information.
2. Any purchases may be exempt from the purchasing requirements in subsection 1-7-3.B if a two-thirds ($\frac{2}{3}$) vote of the City Council, then holding office is acquired.

- F. *Bidding cancellation:* An invitation for bids, a request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation by the City Administrator when in the best interests of the City. Notice of cancellation shall be sent to all persons solicited. The reasons therefor shall be made part of the contract file. Each solicitation issued by the City shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part when in the best interests of the City. The reason(s) for rejection shall be provided upon request by unsuccessful bidders or offerors.

- G. *Cooperative procurement:*

1. *Authority:* When deemed in the best interest of the City by the City Administrator, supplies, services, or construction may be procured pursuant to a cooperative purchasing agreement in accordance with the Governmental Joint Purchasing Act, 30 ILCS 525/1 et seq., as amended.
2. *Cooperative purchasing:* The City may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one (1) or more governmental units in accordance with a formal agreement entered into by the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between public procurement units and open-ended public procurement unit contracts that are made available to other governmental units.
3. *Competition:* All cooperative purchasing conducted under this subsection shall be through contracts awarded through full and open competition, including the use of source selection methods substantially equivalent to those specified in subsection 1-7-3.B of this Code.

- H. *Disposal of property:*

1. *Real property:*

- a. The sale or lease of real property by the corporate authorities is authorized pursuant to Sections 11-76-1, 11-76-2 and 11-76-3 of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq. (the "Illinois Municipal Code")
- b. In the event the corporate authorities determine that any real property is surplus real estate and no longer required for municipal operations, the sale of real property deemed surplus is authorized pursuant to sections 11-76-4.1 and 11-76-4.2 of the Illinois Municipal Code.

2. *Personal property:*

- a. Pursuant to Section 11-76-4 of the Illinois Municipal Code, whenever the City owns any personal property which is no longer necessary or useful to or in the best interests of the City to retain with a residual value of less than five thousand dollars (\$5,000.00), the City Administrator is authorized to sell or dispose of such property by any method the City Administrator deems to be in the best interests of the City, including not limited to:
 - (1) Competitive sealed bidding;
 - (2) Donation;
 - (3) Recycling company;
 - (4) Public auction;
 - (5) Trade-in, when the City Administrator or his or her designee determines the trade-in value is expected to exceed the value estimated to be obtained through the sale of such supplies; or
 - (6) Disposal, when the City Administrator or his or her designee determines that surplus supplies have no resale value, or that the cost of transportation, storage, and sale of said supplies will exceed the anticipated sale value.
- b. Any personal property which has a residual value in excess of five thousand dollars (\$5,000.00) shall be sold or disposed of pursuant to any one of the methods set forth above as recommended by the City Administrator and approved by the City Council.
- c. The surplus property shall not be made available to any elected or appointed official or employee of the City, unless through a public auction or competitive sealed bidding process.

I. *Change orders:*

After a contract is awarded pursuant to the purchasing requirements in subsection 1-7-3.B, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended without rebidding the materials, supplies, services or equipment involved. All change orders shall be in writing and approved as set forth in this Section.

1. If a change order for any public works contract authorizes or necessitates any increase in the contract price that is 50% or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price, then the portion of the contract that is covered by the change order must be resubmitted for bidding in accordance to purchasing requirements in this Code per Public Works Contract Change Order Act (50 ILCS 525/5).
2. Change orders not requiring re-bidding as set forth in subparagraph (A) of this Section, and which are in excess of ten thousand dollars (\$10,000) and up to twenty-five thousand dollars (\$25,000) may be approved by the City Administrator only upon a written determination that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was

signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the City and is authorized by law. Change orders not requiring re-bidding as set forth in subparagraph (A) of this Section, and which are in excess of twenty-five thousand dollars (\$25,000), or provide for an extension of time to complete the contract by a total of 30 days or more, shall be approved by the City Council only upon a written determination that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the City and is authorized by law (720 ILCS 5/33E-9).

J. *Spending limits:*

1. Department Heads of the City, or their assignees, in the performance of their respective duties on behalf of the City, shall be empowered to authorize the ordering or purchase of budgeted materials, fixtures, equipment, services and supplies as may be deemed essential in the normal, day to day operations.
2. The Department Head is responsible for determining if an item is budgeted, if adequate funds are available and if proper purchasing procedures have been followed.

K. *Signing of contracts:*

1. All contracts must be executed by the City Administrator or his or her designee if the contract amount is less than twenty-five thousand dollars (\$25,000.00).
2. If the contract is twenty-five thousand dollars (\$25,000.00) or more, then the Mayor or his or her designee must sign the contract with the approval of the City Council.

L. *Ineligible contractors or vendors:*

1. The City Council may debar a vendor, subcontractor, or supplier for:
 - a. Conviction of, or civil judgment for:
 - (1) Commission or attempted commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public contract or subcontract;
 - (2) Violation or attempted violation of federal or state statutes, or any other legally applicable law, regulation, or rule relating to the submission of bids, proposals, or claims;
 - (3) Commission or attempted commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; or
 - (4) Commission or attempted commission of any other offense or engaging in or attempting to engage in conduct indicating a lack of truthfulness, integrity, or honesty, which affects the responsibility of the vendor.
 - b. Violation of the terms of a City ordinance or City contract or subcontract so severe as to justify debarment including, but not limited to:
 - (1) Willful failure to perform in accordance with the terms of one (1) or more contracts or subcontracts, including the hiring of subcontractors or suppliers debarred under this subsection;
 - (2) A history of failure to perform one (1) or more contracts or subcontracts;
 - (3) A history of unsatisfactory performance of one (1) or more contracts or subcontracts; or

- (4) A history of failure to meet equal employment opportunity obligations, or prevailing wage obligations, or any other contracting or subcontracting obligation imposed by this Code or any other law.
 - c. Making, attempting, or causing any false, deceptive, or fraudulent material statement in any bid, proposal, or application for City or any government work or in the performance of any such contract for the City or a government agency, or application for any permit or license.
 - d. Refusal to cooperate with reasonable requests of City inspectors, representatives, or other appropriate City personnel with respect to work under contract provisions, plans, or specifications, or otherwise, pursuant to the duties of that City personnel.
 - e. Founding, establishing or operating an entity in a manner designed to evade the application or defeat the purpose of these rules or any provision of this Code, rule or regulation, the statutes, rules or regulations of the State of Illinois, or any federal statute, rule or regulation, or any other legally applicable law, regulation, or rule.
 - f. Improper conduct, including, but not limited to, the commission or attempted commission of:
 - (1) Intentional or negligent billing irregularities;
 - (2) Submitting false or frivolous or exaggerated claims, documents, or records;
 - (3) Falsification of claims, documents, or records;
 - (4) Willful or grossly negligent destruction of documents or records the vendor had an obligation to maintain;
 - (5) Bribery or coercion of a government official, or other unlawful tampering with a government official;
 - (6) Use of false or deceptive statements to obtain some benefit, or causing competition to be restrained or limited;
 - (7) Misrepresentation to any governmental agency or government official;
 - (8) Violation of ethical standards established by the City, or other dishonesty incident to obtaining, prequalifying for, or performing any contract or modification thereof;
 - (9) Failing to pay, after a reasonable period of time, any judgment or other adjudicated debt owed to the City after a request for payment; or
 - (10) Failing to defend, indemnify, or hold harmless the City pursuant to a contractual obligation after having received a request to do so.
 - g. Any other cause of so serious or compelling a nature that it affects the responsibility of the vendor.
 - h. Debarment, disqualification, or suspension by any other government agency for any reason.
 - i. Disqualification or rejection of a bid from a vendor or contractor on three (3) or more occasions within a three-year period.
2. *Effect of debarment:*
- a. Notwithstanding the debarment of a contractor, the City may continue contracts or subcontracts in existence at the time the contractor was debarred unless the Mayor directs otherwise.
 - b. Debarred contractors are further prohibited from performing work as a contractor, subcontractor or materialman on any tier on City contracts. The City shall not accept or enter into any contract where a debarred contractor is proposed to perform the work.

- c. The debarment may be canceled prospectively, or the duration and scope may be reduced or waived by the Mayor, upon the written application of the debarred individual or entity, supported by documentation, for any of the following reasons:
 - (1) Newly discovered material evidence or documentable error in the findings of the City Council's decision.
 - (2) Reversal of the conviction or judgment on which the ineligibility is based on the conviction or judgment was based on an admission of conduct that was a cause for debarment.
 - (3) Bona-fide change in ownership and control of the entity, or other mitigating factors sufficient, in the judgment of the City Council, to remove the conditions giving rise to the conduct that led to the ineligibility.
- 3. *Penalties:*
 - a. Any vendor providing services or hiring a subcontractor on any tier or supplier that has been debarred under this subsection may be subject to one (1) or more of the following:
 - (1) Immediate termination of all City contracts without recourse;
 - (2) Placement on the list of debarred vendors for at least five (5) years;
 - (3) Is guilty of a Class IV violation for each day, or part thereof, that the debarred vendor performed work;
 - (4) Reduction of their contract price by an amount equal to the value of the work performed by a debarred vendor; and
 - (5) Any City employee willfully violating this subsection or hiring a debarred vendor shall be subject to disciplinary action, up to and including termination.

M. *Bid protests:*

- 1. *Right to protest:* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City Administrator. The protest shall be submitted in writing within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.
- 2. *Contract claims:* All claims by a contractor against the City relating to a contract shall be submitted in writing to the City Administrator. The contractor may request a conference with the City Administrator on a submitted claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- 3. *Authority to resolve protests and contract claims:*
 - a. *Protests:* The City Administrator shall have the authority consistent with this Code to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
 - b. *Contract claims:* The City Administrator, after consulting with the City Attorney, shall have the authority to resolve contract claims, subject to the approval of the City Administrator or City Council, as applicable, regarding any settlement that will result in a change order or contract modification pursuant to subsection 1-7-3.I of this Code.
- 4. *Decision:* If a protest brought pursuant to this section is not resolved by mutual agreement, the City Administrator shall promptly issue a decision in writing. A copy of the decision shall be mailed or

otherwise furnished immediately to the protestant or claimant and any other party intervening. The decision shall state the reasons for the action taken.

5. *Finality of decision:* A decision under this section shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the protestant or claimant files a written appeal with the City Administrator.
 6. *Authority of the City Administrator:* The City Administrator shall have the jurisdiction to review and determine any appeal by an aggrieved party from a determination by the City Administrator regarding a protest or contract claim. Such a decision shall be final and conclusive.
- N. *Inconsistent state law:* If any provision of this section shall conflict with any provision of any statute or public law now or hereafter enacted by the Illinois General Assembly, such statute or public law shall control.

(Ord. No. 2020-39 , § 1, 7-28-2020)

Editor's note(s)—Ord. No. 2020-39 Editor's note(s)—, deleted former § 1-7-3 entitled "Contracts and purchases," which derived from: Ord. 1975-8, adopted June 26, 1975; Ord. 2008-33, adopted May 13, 2008; Ord. 2011-11, adopted Mar. 22, 2011; Ord. 2017-72, adopted Nov. 28, 2017; and Ord. No. 2020-33 Editor's note(s)—, § 1, adopted May 26, 2020, and enacted a new § 1-7-3 as herein set out above.

State law reference(s)—65 ILCS 5/8-9-1 et seq.



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 2021-04

Agenda Item Summary Memo

Title: City Buildings Updates

Meeting and Date: City Council – June 22, 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:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: June 17, 2021
Subject: City Buildings Updates

Summary

Review of status of various concepts with Prairie Pointe building renovations, and status of interest in various City properties including 800 Game Farm Road, 201 W Hydraulic, 102 E Van Emmon, and the Kendall Marketplace 8 acres.

Background – Construction Manager vs. General Contractor

The City Council has briefly heard the updates from various staff on opinions related to the construction of the 651 Prairie Pointe building, as it relates to construction management vs. general contractor. The process for each of these construction options is as follows:

- 1) Construction manager
 - a. City Council would need to review a construction manager RFP in June/July, have an open RFP window of 2-4 weeks, review the proposals at the end of that window, negotiate with a winning proposer, and approve a contract at City Council. Generally, this is a 60-90 day process.
- 2) General contractor
 - a. City Council simply needs to consent to this option now, which will direct staff and the City's architects Cordogan Clark to prepare construction documents and bidding materials for a Fall 2021 bid window. The City would entertain bids from companies for the entire renovation project and award the bid to the lowest responsible bidder, who would then be the City's general contractor of record for the project.

As briefly outlined at previous City Council meetings, construction managers generally work on the City's behalf to manage the project and the City is at-risk for project overages. With a general contractor method, the project is bid out and the general contractor will be the lowest responsible bidder at a price that is relatively certain. Project overages or savings are generally absorbed by the general contractor, subject to contract terms.

Recommendation – Construction Manager vs. General Contractor

The staff recommendation is to go with a general contractor and bidding method. As heard from Facilities Manager Steve Raasch and Code Official Pete Ratons, they both feel the relative simplicity and scope of this project will yield competitive bids from multiple construction companies and the project can be adequately managed between in-house staff, the City's design architects, and a general contractor that has good relationships with subcontractors. If the City Council concurs with this recommendation, we will continue with our renovation planning and bid out the project in the future according to the tentative schedule attached. Of note, while we will be reviewing the status of the renovation planning at

every City Council meeting for the near future, there are a couple City Council approvals required during the planning process: once during the design development phase in the next month or so (which will set the general floor layout of the building, locking in a construction estimate for which the architectural agreement fees will be based) and once after the bidding window to award the actual project to a company.

Background – other City properties

The City has had ongoing discussions with various entities for the 800 Game Farm Road building. We envision that this property will be considered for a direct sale to an organization later, at an amount to be determined. The City is expected to discuss setting a price for this property in executive session and the discussion on whether to sell and the eventual agreement details will be considered in open session later.

The City has had various discussions with private developers over the past few years about acquiring the 201 W Hydraulic building (the Old Post Office). None of those discussions have turned concrete, and there is no active conversation being had. We envision that this property will be considered for an open call for bids or projects later. The City is expected to discuss setting a price for this property in executive session and the discussion on whether to sell and what will be included in an eventual RFP will be considered in open session later.

The City has had various discussions with private developers over the past few years about acquiring the 102 E Van Emmon property (Van Emmon Activity Center). None of those discussions have turned concrete, and there is no active conversation. We envision that this property will be considered for an open call for bids or projects later. The City is expected to discuss setting a price for this property in executive session and the discussion on whether to sell and what will be included in an eventual RFP will be considered in open session later.

The City has had passing interest but very limited discussions with developers over the past few years about the Kendall Marketplace 8 acres. This property seems to be a good candidate for a solar farm, per the Progressive Business Solutions proposal on the June 22nd City Council agenda. We envision that this property will be considered for a solar farm and/or a Public Works facility, pending the outcome of the Public Works space needs analysis with Kluber. The City is expected to discuss setting a price for this property in executive session and the discussion on whether and when to sell will be considered in open session later.

Yorkville New City Hall/Police Architectural Timeline and Deliverables

Milestone marker:

1

1

Milestone description	Assigned to	Progress	Proposed Start	Proposed Finish
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Cordogan Clark Contract Approval

City Council Approval Vote	City Council	100%		
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Schematic Design

Schematic Design	Cordogan Clark		6/1/2021	7/1/2021
Client Review	Yorkville Team		7/2/2021	7/7/2021

Design Development

Design Development	Cordogan Clark		7/9/2021	8/6/2021
Client Review	Yorkville Team		8/9/2021	8/13/2021
Client Board Packet Submission	Bart, Purchasing Manager & Steve		8/8/2021	8/18/2021
City Council Approval Vote	City Council		8/24/2021	8/24/2021

Construction

Documents

Construction Documents	Cordogan Clark		8/25/2021	9/15/2021
Client Review	Yorkville Team		9/16/2021	10/7/2021
Construction Document Revisions (If Needed)	Cordogan Clark		10/9/2021	10/13/2021
Client Board Packet Submission	Bart, Purchasing Manager & Steve		10/12/2021	10/14/2021
City Council Approval Vote	City Council		10/19/2021	10/19/2021

Bid Process & Contract Award

Send Legal Notice to Paper	Purchasing Manager		10/22/2021	10/22/2021
Post Construction RFP	Purchasing Manager		10/25/2021	10/25/2021
Construction Pre-Bid Meeting	Cordogan Clark & Steve		11/2/2021	11/2/2021
Construction RFP Bid Opening	Purchasing Manager & Steve		11/9/2021	11/9/2021
Review Bids & Recommend Subcontractors	Cordogan Clark & Yorkville Team		11/10/2021	11/10/2021
City Council Approval Vote	City Council		11/23/2021	11/23/2021

Construction Schedule

Tentative

Construction Schedule	TBD		12/6/2021	9/16/2022
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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

Presentation #1

Tracking Number

CC 2021-38

Agenda Item Summary Memo

Title: Water Study

Meeting and Date: City Council – June 22, 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:



Alternative Water Source Evaluation

Part 1 - Preliminary Discussion of Water Source Availability and Alternatives

Village of Oswego, Illinois

May 21, 2021

Draft Report

BAXTER & WOODMAN
Consulting Engineers

Village of Oswego, IL - Alternative Water Source Evaluation Part 1

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LIST OF EXHIBITS

Exhibit

Exhibit A	Oswego System Map
Exhibit B	Hydraulic Profile

LIST OF ABBREVIATIONS

avg	-	average
CDWM	-	Chicago Department of Water Management
CMA	-	Chicago Metropolitan Agency for Planning
DWC	-	DuPage Water Commission
EPA	-	Environmental Protection Agency
ft	-	feet
ft ²	-	square feet
ft ³	-	cubic feet
gpd	-	gallons per day
gpm	-	gallons per minute
IAWC	-	Illinois American Water Company
IDNR	-	Illinois Department of Natural Resources
IEPA	-	Illinois Environmental Protection Agency
ISWS	-	Illinois State Water Survey
max	-	maximum
MG	-	million gallons (or mil gal)
MGD	-	million gallons per day
mg/L	-	milligrams per liter (parts per million in dilute solutions)
min	-	minimum
PRV	-	pressure reducing valve
psi	-	pounds per square inch
WRT	-	Water Remediation Technology LLC

1. INTRODUCTION

Water scarcity presents a real and difficult challenge for communities to provide a sustainable supply of treated water. Though water shortages may appear temporary in cases such as a drought, the long term impacts on source water conditions are much more difficult to observe directly and may leave some communities more vulnerable to the need for a long term change in their primary source of water.

1.1 Alternative Water Source Evaluation Background and Purpose

The objective of the Alternative Water Source Evaluation (Study) is to update and align the previous source water analyses completed for the Fox River Option (Engineering Enterprise, Inc., 2017) and Lake Michigan Water via DuPage Water Commission Option (AECOM, 2018) with two new Lake Michigan Water alternatives: the proposed Joliet Water Commission Option and the Illinois American Water Option. The specific design recommendations from the previous Fox River and DWC studies have not been altered as part of this study.

The Village is partnering with the Village of Montgomery and United City of Yorkville to evaluate several alternative water supply sources. The Illinois State Water Survey has projected that these communities, even with Joliet leaving the aquifer, will be at severe risk of well depletion and unable to meet their continued population growth and water demands through 2050 and beyond. The alternatives evaluated in the Study are sized to meet the 2050 demands of Montgomery, Oswego, and Yorkville, with consideration given to the ultimate demand when the three communities are fully developed.

Several studies have been completed over the past decade to evaluate alternative water supply sources to replace the existing deep groundwater aquifer supply in the region. Two major alternative water supply sources have been identified to supply water to the three communities: the Fox River and Lake Michigan, which will be described in detail in later sections of this memo.

The key studies performed to assess these alternative water supply sources include:

- *Water Study* dated July 2014 by HR Green, Inc., which evaluated the needed water main improvements, water supply requirements, and a water source evaluation for the future expansion of Village of Oswego.
- *Sub-Regional Water Supply and Treatment Planning*, last updated January 2017 by Engineering Enterprises, Inc. (EEI), which evaluated the Fox River as a surface water alternative for the Village of Oswego, the Village of Montgomery, and the United City of Yorkville.
- *Feasibility Study to Receive Lake Michigan Water via the DuPage Water Commission* in October 2017 by AECOM Technical Services, Inc., which evaluated Lake Michigan water

purchased through the DuPage Water Commission as an alternative for the Village of Oswego and the United City of Yorkville.

- *An Addendum to the Feasibility Study to Receive Lake Michigan Water via the DuPage Water Commission (Draft Report)* to include an assessment of the Village of Montgomery in addition to the Village of Oswego and the United City of Yorkville in September 2018 by AECOM Technical Services, Inc.

Part 1 of the Study (this report) provides the following:

- A summary of the existing water source in Montgomery, Oswego, and Yorkville,
- An analysis of population and water demand projections and water conservation efforts,
- A summary of Oswego's existing water system,
- The results of the Illinois State Water Survey analysis,
- An overview of the Fox River and Lake Michigan alternative water sources,
- A description of the comprehensive Study approach and next steps

Future parts of the Study will address the following:

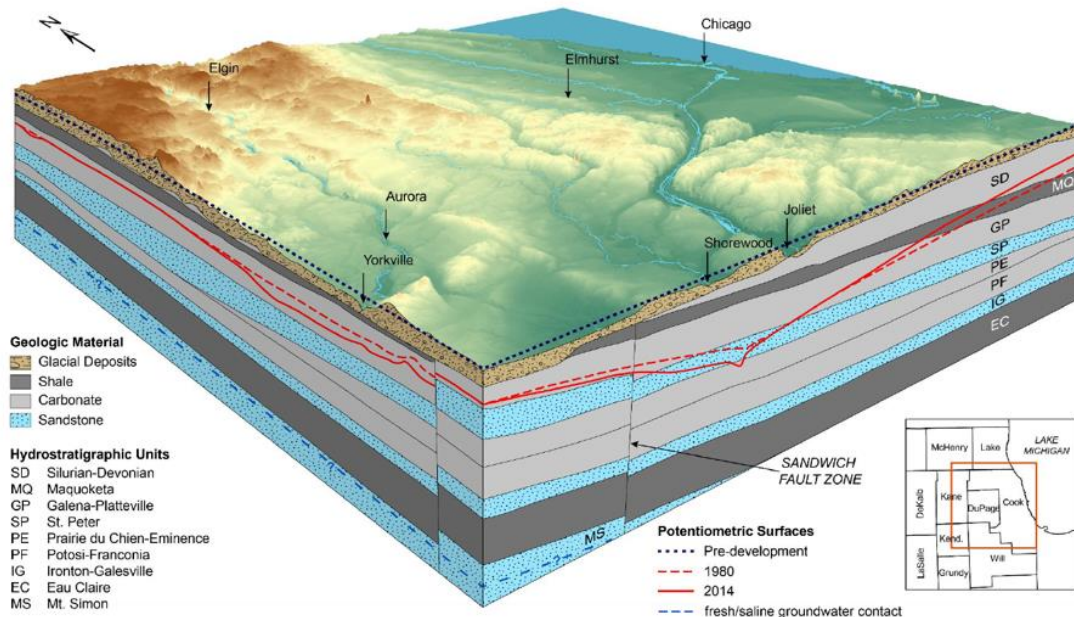
- An overview of the identified water source options,
- The key considerations used for evaluation,
- The internal system improvements necessary when changing water sources,
- Cost estimates and funding alternatives

1.2 Regional Water Source Background

Montgomery, Oswego, and Yorkville currently rely on the Ironton-Galesville aquifer for their primary source of water. Naturally occurring Radium-226 and Radium-228 are found in the Ironton-Galesville aquifer and is being treated and removed by the three communities. According to the Illinois State Water Survey (ISWS), the deep sandstone aquifer is being pumped beyond its sustainable yield and water levels in the aquifer are dropping, putting many supply wells in the area at risk. The aquifer is projected to be at severe risk of depletion and may no longer be able to meet the regional maximum day water demands in the near future.

FIGURE 1

Changing Groundwater Levels in the Sandstone Aquifers of Northern Illinois and Southern Wisconsin (ISWS, 2015)



Many other communities in the area utilize the deep sandstone aquifer and are evaluating their water supply sources. The City of Joliet has decided to abandon the use of the deep sandstone aquifer due to the lack of long term sustainability and has selected a new Lake Michigan Water supply via the City of Chicago.

Montgomery, Oswego, and Yorkville have been diligent in evaluating and planning for the long term water supply for their residents. The three communities are partnering to evaluate several water supply source alternatives in an effort to develop a regional solution.

The Village of Montgomery's potable water supply system consists of nine wells from the deep sandstone and shallow sand and gravel aquifers. Montgomery has two cation exchange water treatment plants for softening and radium removal and a lime softening treatment plant for softening and radium removal.

The Village of Oswego's potable water supply system consists of eight deep sandstone wells with Water Remediation Technology (WRT) treatment at each well for radium removal.

The United City of Yorkville's potable water supply system consists of four deep sandstone wells with three cation exchange water treatment plants for softening and radium removal.

2. POPULATION AND WATER DEMAND

2.1 Water Demand Overview

Water consumption in communities is strongly correlated to population. When reliable population forecasts are combined with historical water consumption data, it is possible to reasonably plan for future water demands and recommend facilities to meet those needs. While population projections are never 100% accurate, they do provide for a sound basis on which to estimate and quantify future water supply needs and trends. Several water use parameters are detailed in this study:

- Average day demand - calculated by dividing the total yearly water pumpage divided by the number of days in the year.
- Maximum day demands - highest recorded total pumpage over a 24-hour period in a given year. The historical data is reviewed with Village staff to remove erroneous data. Water systems must be sized to meet maximum day demands.
- Maximum day demand to average day demand (MDD:ADD) ratio - calculated ratio used to compare supply, treatment, and storage requirements to normal demands. This value should be minimized as much as possible to reduce excess capacity requirements. This ratio is influenced by factors such as seasonal water use (irrigation, construction activities, etc.) and customer-base (residential, commercial, industrial, etc.).
- Average per capita demand - calculated by dividing the average day pumpage by the estimated population for the year. Established residential communities with strict conservation practices observe lower per capita demands than communities with a significant industrial or commercial customer-base.

2.2 Water Demand Projections

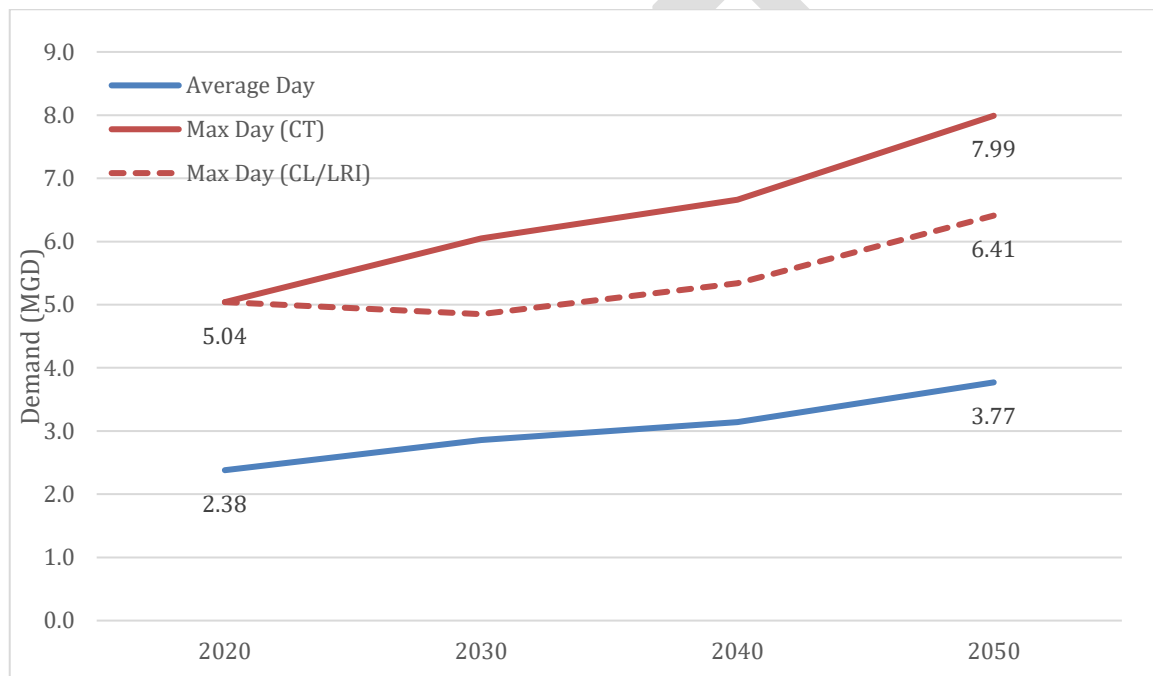
Historical water use records (January 2015 through December 2020) from Montgomery, Oswego, and Yorkville were analyzed to establish current water use trends. Two demand scenarios were developed to project water demands to 2050. The Current Trends (CT) scenario assumes that per capita water demand trends remain constant through 2050. The Contractual Limit/Less Resource Intensive (CL/LRI) scenario reflects the general downward trend in per capita water consumption in the region and contractual limitations on the MDD:ADD ratio, a common requirement of Lake Michigan water suppliers.

In 2018, Chicago Metropolitan Agency for Planning (CMAP) released its ON TO 2050 Comprehensive Plan providing detailed growth projections for Illinois communities through 2050, which provides reasonable growth and development projections. It is difficult to accurately project growth and development beyond a 30-year planning period. In order to accommodate potential long term

growth, typical engineering practice is to size facilities with more conservative factors that can provide capacity for increased demand.

According to ON TO 2050, Oswego's population is estimated to reach 53,853 in 2050. These population projections were used to project water demands to 2050. The water demand projections for Oswego and combined water demands for Montgomery, Oswego, and Yorkville are shown in Figure 2 and Figure 3, respectively.

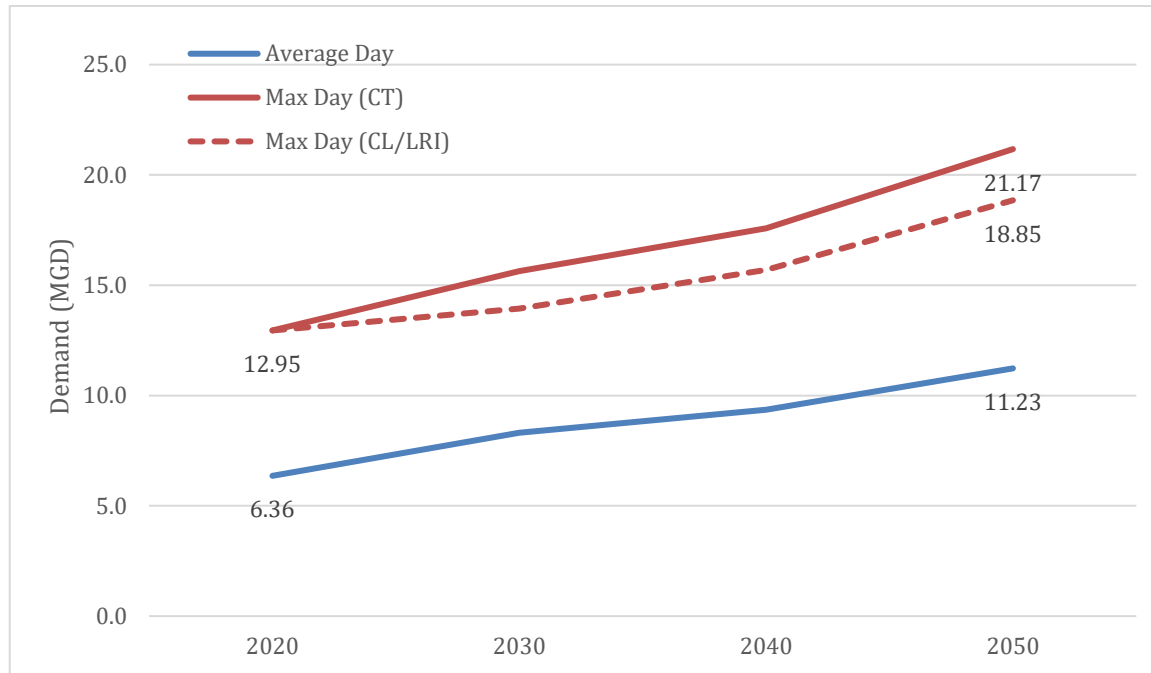
FIGURE 2
Oswego Population and Water Demand Projections



The combined water demands for the three communities are expected to increase by more than 75% by 2050. This poses a significant risk to the reliability of the deep sandstone aquifer that is used by Montgomery, Oswego, and Yorkville and many other neighboring communities.

As described above, the Current Trends projection assumes that water use trends remain the same throughout the planning period, while the Contractual Limit/LRI projection assumes the implementation of water conservation practices. Figures 2 and 3 demonstrates the impact of water conservation on the maximum day demand. For Oswego alone, the difference between the CT and CL/LRI projections is 1.58 MGD, a difference of just over 20%. For the three communities combined, the maximum day demand is reduced by 2.32 MGD under the CL/LRI scenario. The benefits and applications of water conservation are detailed in the following section.

FIGURE 3

Montgomery, Oswego, and Yorkville Water Demand Projections

2.3 Oswego Water Conservation Trends

Water is an essential and finite resource and water use demands are impacted by climate, population growth, and development growth. Conservation of this valuable resource is critical to ensuring water availability for regional prosperity and economic development. Acting as good water stewards creates long term cost savings for the Village and its residents.

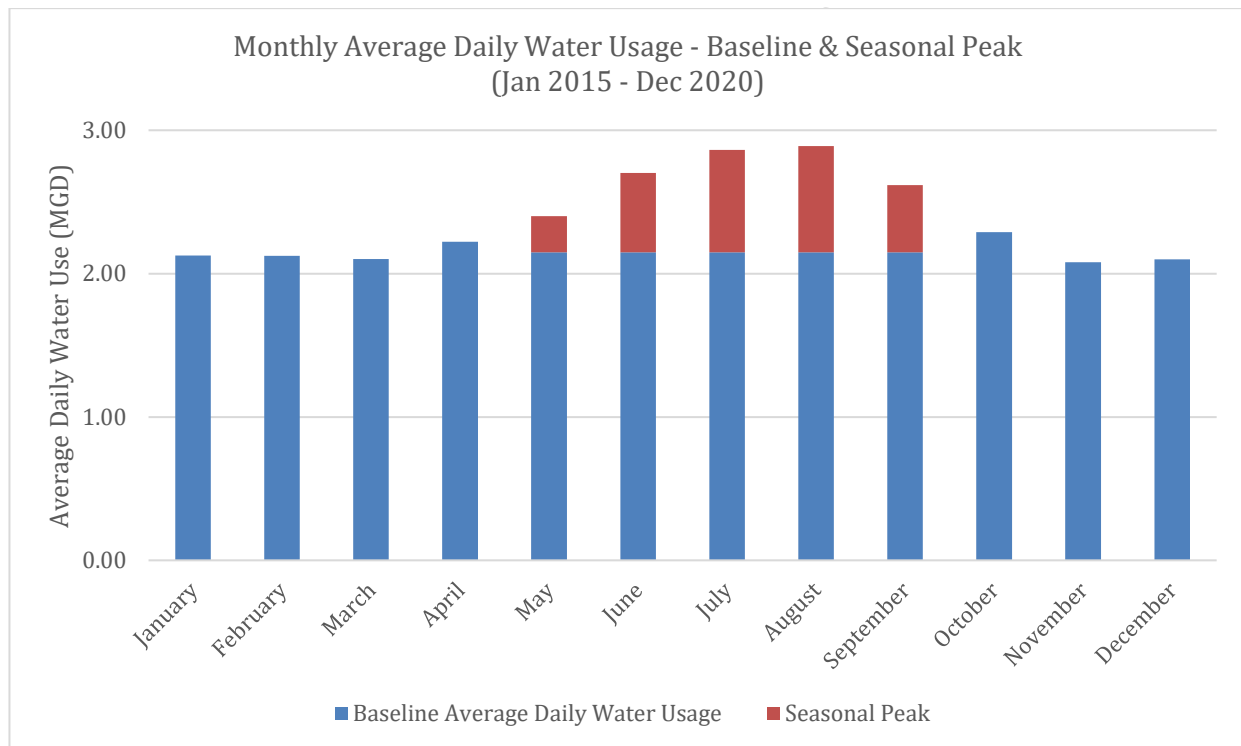
Simply put, using less water can reduce residential water bills. A substantial portion of the Village's existing customer base is residential. Conservation programs that specifically address residential water use include incentive programs for efficient plumbing and appliances, education on sustainable water use, and landscaping/irrigation restrictions. Plumbing and appliance incentive programs may not have a significant impact in Oswego, as a large portion of the Village was developed within the last 30 years and was likely constructed with efficient plumbing.

Water usage trends were analyzed to develop an understanding of the Village's baseline water usage, as shown in Figure 4. Based on the historical water usage for 2015-2020, Oswego's baseline water usage was calculated at 2.15 MGD. Conservation practices used to reduce baseline usage include high efficiency plumbing and appliances and public education.

Peak season water usage is the increased demand during warmer months when more water is being used due to landscaping, irrigation, and seasonal construction water use. Oswego's average daily demands increase by up to 0.75 MGD over the baseline water usage during this seasonal peak,

accounting for nearly 10% of usage. Conservation practices that address seasonal peak demands include the implementation and enforcement of even/odd lawn sprinkling requirements and restriction of laying new sod or lawn seeding.

FIGURE 4
Oswego Baseline and Seasonal Peak Water Usage



Conservation of water may allow Oswego to defer costly capital improvements like a new well, which will be needed in the near-term to meet increasing water demands. Section 4 details the Oswego's potential need for a new well. Conservation practices may be able to defer improvements in the short term but with the Oswego's growth projections, conservation alone will not be enough to address the Oswego's need for an alternative water source.

3. OSWEGO EXISTING WATER SYSTEM

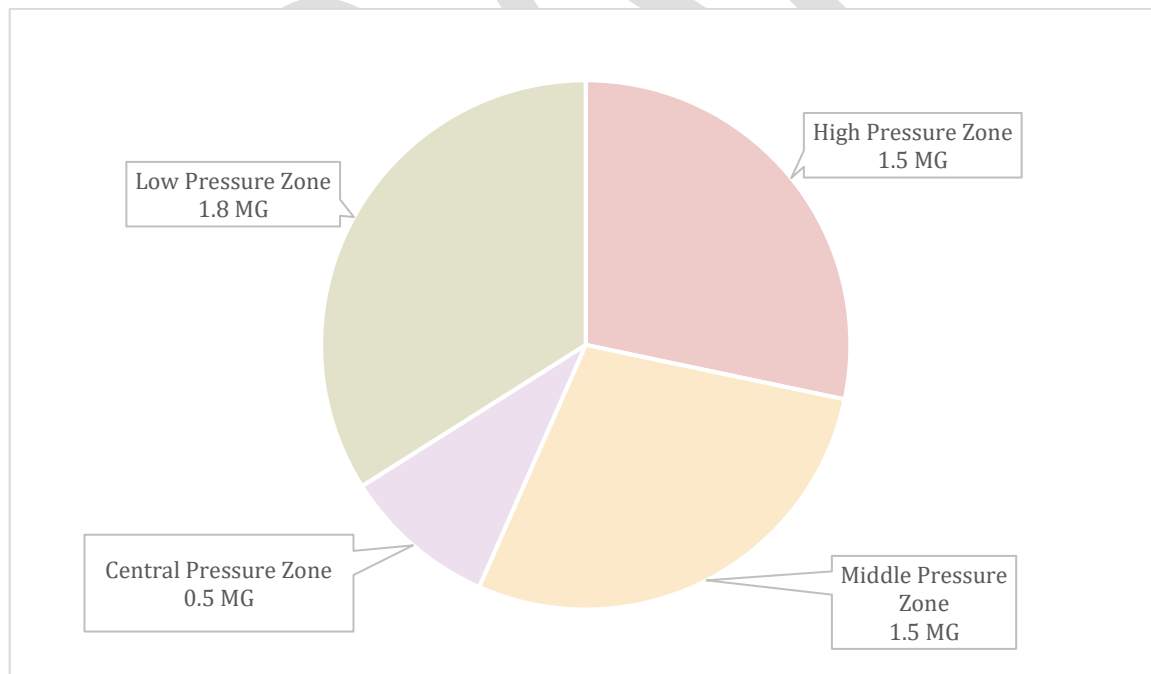
3.1 Oswego Water System

Oswego's water system consists of eight deep wells and five elevated storage tanks that are separated into four hydraulic pressure zones. Oswego has eight water treatment plants, located at each of the well sites, to treat the raw water for radium removal and leases radium selective ion exchange treatment vessels from Water Remediation LLC. The WRT plants do not soften the water. A map of Oswego's existing system is included as Exhibit A.

The High Pressure Zone is on the east side of the Oswego and includes two wells and one elevated storage tank. The Middle Pressure Zone is the largest zone, and includes three wells and one elevated storage tank. The Central Pressure Zone is the smallest zone in the center of Oswego and includes one well and one elevated storage tank. The Low Pressure Zone is on the west side of the Fox River and includes two wells and two elevated storage tanks.

A summary of the Oswego's water storage tanks in million gallons (MG) is included as Figure 5.

FIGURE 5
Oswego Storage Volume by Zone



The system's typical operations allow for water to be transferred across the pressure zones on the east side of the Fox River. A hydraulic profile of the system representing the four pressure zones is included as Exhibit B.

4. ILLINOIS STATE WATER SURVEY ANALYSIS

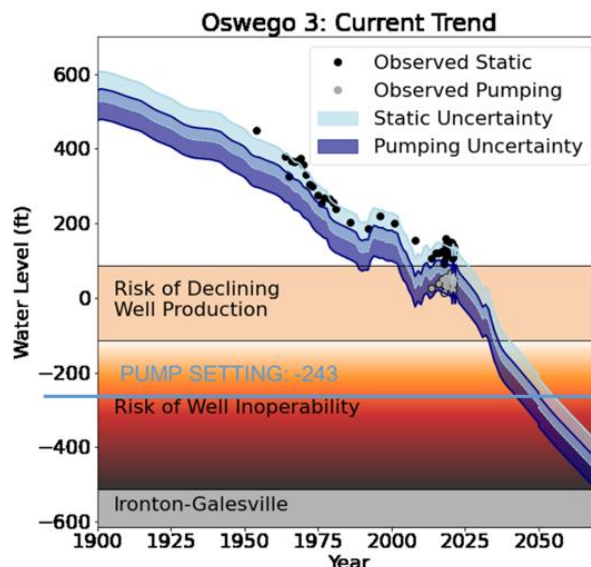
4.1 ISWS Studies

The ISWS conducted a survey of wells that withdrew water from the Cambrian-Ordovician Sandstone aquifer system near Southern Wisconsin and Illinois in 2014-2015. The survey was intended to track the changes in the groundwater levels and impacts on the available water supply. The study included a localized analysis of the Kane, Kendall, and Will County areas, which includes the Montgomery, Oswego, and Yorkville as well as several other neighboring communities that rely on the sandstone aquifer in the area. The results of the ISWS study are summarized in the “Changing Groundwater Levels in the Sandstone Aquifers of Northern Illinois and Southern Wisconsin: Impacts on Available Water Supply” Report published by the ISWS. Although no definitive date can be calculated to determine the finite limitations of the aquifer withdrawal, a range was estimated of remaining time left before the aquifer is no longer able to supply the dependent communities with water.

4.2 Oswego ISWS Analysis

As part of the Study, the Village of Oswego contracted the Illinois State Water Survey to perform an updated model analysis based on the most recent and available data from the Montgomery, Oswego, and Yorkville. The ISWS produced a letter report titled “Oswego, IL: Sandstone Water Supply Summary” dated March 2021, attached as Appendix A. Hydrographs plot the observed water level over time and are used to compare risk thresholds. The hydrograph for Well 3 is included as Figure 6 and hydrographs for each well are included as Appendix B.

FIGURE 6
Well 3 ISWS Hydrograph (March 2021)

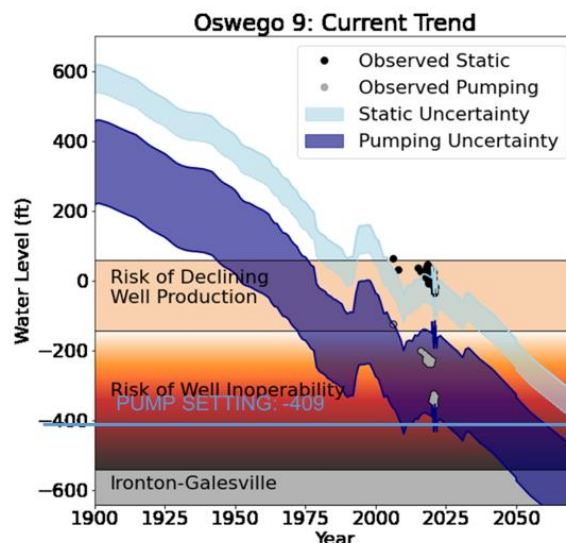


The static water level shows the level of water in the well under non-pumping conditions. Static water levels can be influenced by the pumping of nearby wells and climate conditions. Pumping water level shows the level of water in the well while it is pumping. These levels are recorded over time to identify trends and observe how the aquifer reacts to climate change and development. Well 3 was constructed in 1957 and ISWS records show a clear decline in static water levels over the last 70 years.

The pump setting was added to the ISWS hydrographs to show the depth of the well pump. The Village monitors the distance between the pumping water level and pump setting for each well because pump performance is affected as the pumping water level approaches the pump setting level. As pumping water levels drop, the Village must consider lowering the pump setting depths at significant cost in order to continue using the wells.

Under existing operations, all of Oswego's wells are observing pumping levels within the range of Risk of Declining Well Production, as illustrated in the hydrographs. Declining Well Production is generally identified as a decreasing ability to reliably pump water. Wells operating in this range may experience increased sand or grit collection, requiring additional maintenance and repairs that may take them out of service more frequently.

FIGURE 7
Well 9 ISWS Hydrograph (March 2021)



The ISWS report also identifies a more severe Risk of Well Inoperability that generally indicates insufficient well capacity to meet water demand. As shown in Figure 7, Oswego's Well 9, constructed in 2004, currently observes pumping water levels within the range of Risk of Well Inoperability. As

water levels at Well 9 continue to drop, the well will produce less water and will eventually become inoperable.

The ISWS report states “Oswego’s sandstone withdrawals are not sustainable. Future water level declines pose a risk to Oswego’s sandstone water supply, and the community will eventually require a new water supply source.”

DRAFT

5. ALTERNATIVE WATER SOURCES

More than 1,300 communities in Illinois rely on different water sources, including groundwater, surface water such as rivers, reservoirs, and lakes, or a combination of sources. A map displaying community water sources throughout the state is included as Appendix C. As mentioned in Section 1, the Fox River and Lake Michigan were identified as possible water source alternatives for Montgomery, Oswego, and Yorkville. While both alternatives are surface water, there are significant differences in the operations and maintenance requirements, agency permitting, governance structures, and implementation timelines between them.

5.1 Fox River

The Fox River flows from Wisconsin through northeastern Illinois and joins the Illinois River at Ottawa. The Fox River drains 938 square miles in Wisconsin, and 1720 square miles in Illinois. The main stem of the Fox River and the Chain of Lakes region are used for recreation and provide aesthetic attractions. The Fox River is used as a source of potable water for public water supply for the City of Elgin and the City of Aurora. Both communities use a combination of water from the Fox River and wells. The Fox River and its tributaries carry storm water and are the receptors of effluents from numerous wastewater treatment plants. Rain and snow melt from urban areas can carry pollutants like lawn fertilizer and weed killer, vehicle fluids, winter road salt, pet waste, and chemicals that are illegally dumped into drains out to the Fox River. The Illinois EPA has played a significant role in improving the Fox River Water quality by placing regulations on dischargers. The raw river water has a hardness ranging from 260 to 400 milligrams per liter (15 to 24 grains per gallon) and requires filtration, softening, and disinfection.

The Fox River was identified as a sustainable water source to supply water to Montgomery, Oswego, and Yorkville. An intake in the Fox River would deliver water to a new water treatment plant then treated water could be distributed to each of the communities through a series of transmission mains. Montgomery, Oswego, and Yorkville would be jointly responsible for the treatment, operations, and maintenance of the water source and water supply infrastructure.

Generally, the Illinois Department of Natural Resource (IDNR) governs the flow withdrawal of the Fox River whereas the IEPA governs the water quality of the Fox River.

As detailed in the 2016 EEI report, the ISWS has conducted water modeling for the Fox River and has determined the river to be a sustainable water source. However, there may be times when withdrawals from the Fox River are restricted due to poor water quality or times of drought. During these times, the communities would need to rely on water produced from the network of backup wells. The 2016 EEI study recommended a network of 11 backup wells: four existing wells from Oswego, and two existing wells and one additional well each from Montgomery and Yorkville.

The IEPA does not currently have exact rules or procedures that govern the permitting process of a new Fox River water treatment plant. Any municipality's interest in the construction of new surface

water plants must undergo a detailed case review by the IEPA for water quality data and testing, and would be subject to continuous process and dialogue with the agency. One year of monitoring and sampling is believed to be sufficient for most contaminants.

The proposed water source intake for a new Fox River Water Treatment Plant is located approximately two miles downstream from the Fox Metro Water Reclamation district's outfall. The IEPA noted that there are no rules that require a set distance from the Fox Metro outfall.

It is projected that a Fox River water source and regional water treatment plant could be available and online in approximately nine to 11 years. As noted above, Oswego's current wells will not be able to meet the maximum day demands by 2030. If the Fox River is selected as the Village's new water source, an additional well will likely be required prior to the Fox River source coming online.

5.2 Lake Michigan

The Lake Michigan watershed covers 45,600 square miles in Wisconsin, Michigan, and Illinois. While Illinois only accounts for 100 square miles of the Lake Michigan watershed, nearly 6.6 million Illinois residents receive Lake Michigan water.

Lake Michigan has been an important source of drinking water for Chicago-area residents since the mid-1800s. At that time, sewage discharged directly to the Chicago River, which flowed into Lake Michigan. As the City grew and the river became more polluted, contamination of the lake water supply caused repeated outbreaks of cholera and typhus in Chicago. In response, the water intake point was moved farther out into the lake, which did improve drinking water quality for a time. At that point, the Sanitary District of Chicago began a project to reverse the flow of the Chicago River so that instead of flowing into Lake Michigan, it would flow away from the lake toward the Mississippi River system, carrying sewage away from Chicago's water supply. This project, completed in January 1900, necessitated a diversion of water from Lake Michigan.

Legal action over Chicago's diversion from Lake Michigan culminated in a 1967 Supreme Court Decree, which limited the Illinois diversion to not exceed 3,200 cubic feet per second (cfs) – the equivalent of 2,068 million gallons per day (mgd) – over a 40-year averaging period. The Decree further indicated that to increase its diversion Illinois would have to demonstrate that all reasonable and foreseeable water conservation practices were in place.

Illinois' diversion consists of three major components: domestic pumpage from Lake Michigan used for potable water supply and not returned to the lake; storm water from the 673 square mile diverted Lake Michigan watershed; and the direct diversion of Lake Michigan water into the Chicago Sanitary and Ship Canal (CSSC). The IDNR administers water allocation permits to manage the domestic pumpage portion of the state's diversion. If a Lake Michigan option is selected, the Village of Oswego will need to apply for a Lake Michigan water allocation.

As described in Section 4, the regional deep sandstone aquifer has been slowly depleted over the last century. One of IDNR's methods to reduce the over-pumping and prevent eventual depletion of

the deep aquifer is to give preference when granting allocations to communities who would otherwise use deep well water.

The IDNR administers the Lake Michigan allocation process in the state of Illinois. Allocation permit applications are submitted to IDNR, which then reviews the application and holds a public allocation hearing for each applicant. After review of the permit application, the IDNR determines anticipated water needs for each applicant based on the following criteria:

- Current and projected population; current and projected per capita consumption,
- The nature and extent of industrial uses; municipal and hydrant uses, and
- Implementation of conservation practices; and non-revenue water flows (required to be 10% or less of net annual pumpage)

Water utilities that do not comply with the non-revenue water standard are required to submit a water system improvement and/or compliance plan with the goal of meeting the 10% non-revenue water goal. The Village of Oswego's non-revenue water was calculated as part of this Study and found to be at 11% using 2019 data. At 11% non-revenue water, the Village of Oswego is right on the cusp of compliance with IDNR, and it is expected that minor operational modifications can be made to meet the compliance requirement.

IDNR also determines the duration of each allocation permit (typical permit duration is 20 years). Compliance with Lake Michigan allocation requirements is reviewed annually by IDNR. The conditions of an allocation permit can be modified if a permittee demonstrates a substantial change in circumstances resulting in a change in water needs.

Lake Michigan is considered a high quality surface water source. The reversal of the Chicago River's flow and the diversion of storm water runoff away from the lake in the Chicago area have significantly reduced pollution of this water supply. Lake Michigan water does not contain detectable levels of radium or other radioactive elements, and has lower hardness, typically 140 milligrams per liter (approximately eight grains per gallon), which means that softening of any kind may not be necessary with this source.

Three options are being evaluated to bring Lake Michigan to Oswego, Montgomery, and Yorkville; all of which receive Lake Michigan water treated by the City of Chicago, either at Jardine Water Purification Plant or Eugene Sawyer Water Purification Plant. Both facilities use intake cribs approximately two miles off the shore of Lake Michigan. Treated water is distributed to Chicago and more than 120 surrounding suburbs, either directly from the City of Chicago or from other communities or public water distributors.

With any of the Lake Michigan options, Montgomery, Oswego, and Yorkville would be indirect customers and would not have control over the treatment of the water source nor the operations and maintenance of the water supply infrastructure.

The first Lake Michigan Water supply option is through the DuPage Water Commission (DWC), an existing commission that receives water from the City of Chicago and provides water to 27 wholesale customers. The second Lake Michigan Water Supply option is through the new Joliet Water Commission, a proposed commission that will receive water from the City of Chicago. The Joliet Water Commission is being formed over the course of 2021 and is targeting to come online in 2030. This option requires a commitment from Montgomery, Oswego, and Yorkville by the end of 2021. The third potential Lake Michigan Water Supply option is from Illinois American Water, a private water utility that receives water from Bedford Park. Bedford Park receives water from the City of Chicago.

The projected timelines for the Lake Michigan options range from four or five years (DWC Option and Illinois American Water Option) to nine years (Joliet Water Commission Option). As noted above, Oswego's current wells will not be able to meet the maximum day demands by 2030. If the Joliet Water Commission Option is selected as the Village's new water source, an additional well will likely be required prior to the Joliet Water Commission coming online.

6. STUDY APPROACH AND NEXT STEPS

6.1 Study Approach

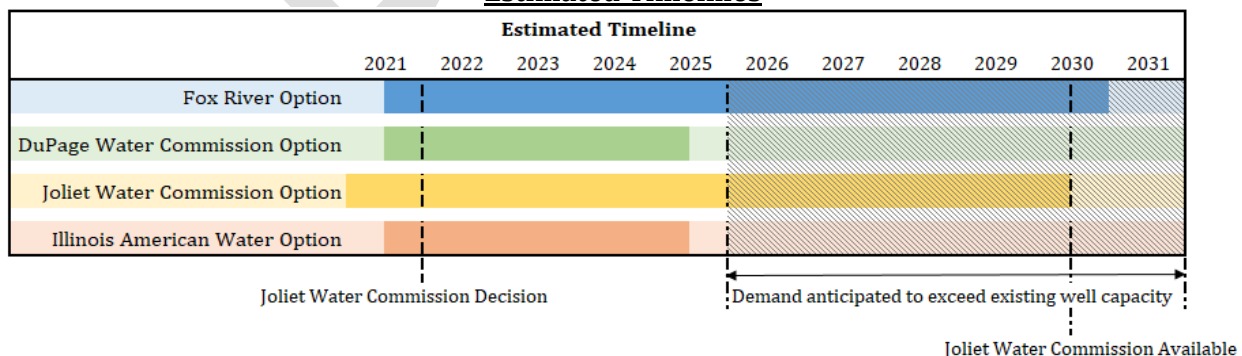
The purpose of the Alternative Water Source Evaluation Study is to update and align the previous analyses completed for the Fox River Option and Lake Michigan Water via DuPage Water Commission Option with two new Lake Michigan Water alternatives: the Joliet Water Commission Option and the Illinois American Water Option. Future parts of this Study will detail the four water source options, key considerations, internal system improvements, and estimated costs.

As mentioned in Section 1.1, the specific design recommendations from the previous Fox River and DWC studies have not been altered as part of this study. The sizing and locations of water supply facilities and pipe routes have been kept constant but the approach for evaluating and developing cost estimates has been updated to provide a uniform comparison between the alternatives. The following key considerations will be used to evaluate the four water source alternatives:

- **Sustainability of Water Source** – The water source alternative must have sufficient water quantity to supply Montgomery, Oswego, and Yorkville to 2050 and beyond. The evaluation includes the source’s redundancy and backup well requirements.
- **Water Quality and Permitting** – Water quality parameters, operator licensing and agency permitting requirements, and seasonal variability of the water source.
- **Governance and Operational Responsibility** – The ability of Montgomery, Oswego, and Yorkville to maintain control of elements of the water source, including involvement in decision-making, and operations and maintenance.
- **Timeline** – Estimates of the total project schedule, including design, permitting, easement acquisition, contract negotiations, and construction each alternative. A comparison of project timelines is included as Figure 8.

FIGURE 8

Estimated Timelines



6.2 Next Steps

Future parts of this Study will detail the four water source options and key considerations, internal system improvements, and estimated costs. One of the major next steps will be to finalize and present each of the alternatives. The Study will include a summary of the key considerations for the Board's review and consideration.

Recommendations and cost estimates for required internal system improvements will be finalized for the four water source options. Estimates will be finalized for each option to compare the expected operations and maintenance costs of each option. In addition to cost estimates, the Study will identify sources of funding including the Water Infrastructure Finance Investment Act (WIFIA), IEPA State Revolving Fund (SRF), and revenue bonds. Conservation ordinances, schedules for permits, and state legislative initiatives are under review.

To align the previously studied Fox River Option and DWC Option with the two new alternatives, the cost estimates from the original studies were reviewed and inflated to 2021 dollars. While design recommendations were not changed, the previous costs for transmission mains were adapted into per foot unit costs and evaluated using a Corridor Classification methodology. Six classifications were developed to represent the various construction scenarios expected along the routes. The corridor classifications consider the cost impacts of pipe material, method of construction and restoration, utility conflicts, and easements.

A public information meeting will be held this summer and feedback from the Board and public will be incorporated before finalizing the Study.

6.3 Part 1 Conclusion

Part 1 of the Study established the existing regional water source limitations and risk of well depletion. Without the selection of a new water source, the three communities will be unable to meet their continued population growth and water demands through 2050 and beyond according to studies by ISWS. There are two viable alternative water sources available for a regional solution for Montgomery, Oswego, and Yorkville: the Fox River and Lake Michigan. Now is the time to evaluate and select a long term water source alternative to provide reliable, safe drinking water for the future of Montgomery, Oswego, and Yorkville.

APPENDICES

APPENDIX A

Oswego, IL: Sandstone Water Supply Summary

Cecilia Cullen and Daniel Abrams, Illinois State Water Survey

5/25/2021

Risk to Oswego's deep Sandstone Water Supply

Oswego, Montgomery, and Yorkville (OSMOYO) are, like many communities in northeast Illinois, evaluating their water supply source in anticipation of the growth, challenges, and climate of the twenty-first century. These communities have contracted the Illinois State Water Survey (ISWS) to evaluate local risk to the deep sandstone aquifer. ISWS evaluations are based on a groundwater model calibrated to historic water levels. This model has been in development for years and has been used to simulate risk to the same sandstone aquifer in Will County¹. **The updated scientific modeling indicates that in all scenarios provided here, the sandstone aquifer will no longer be a reliable source of water for Oswego within a few decades.**

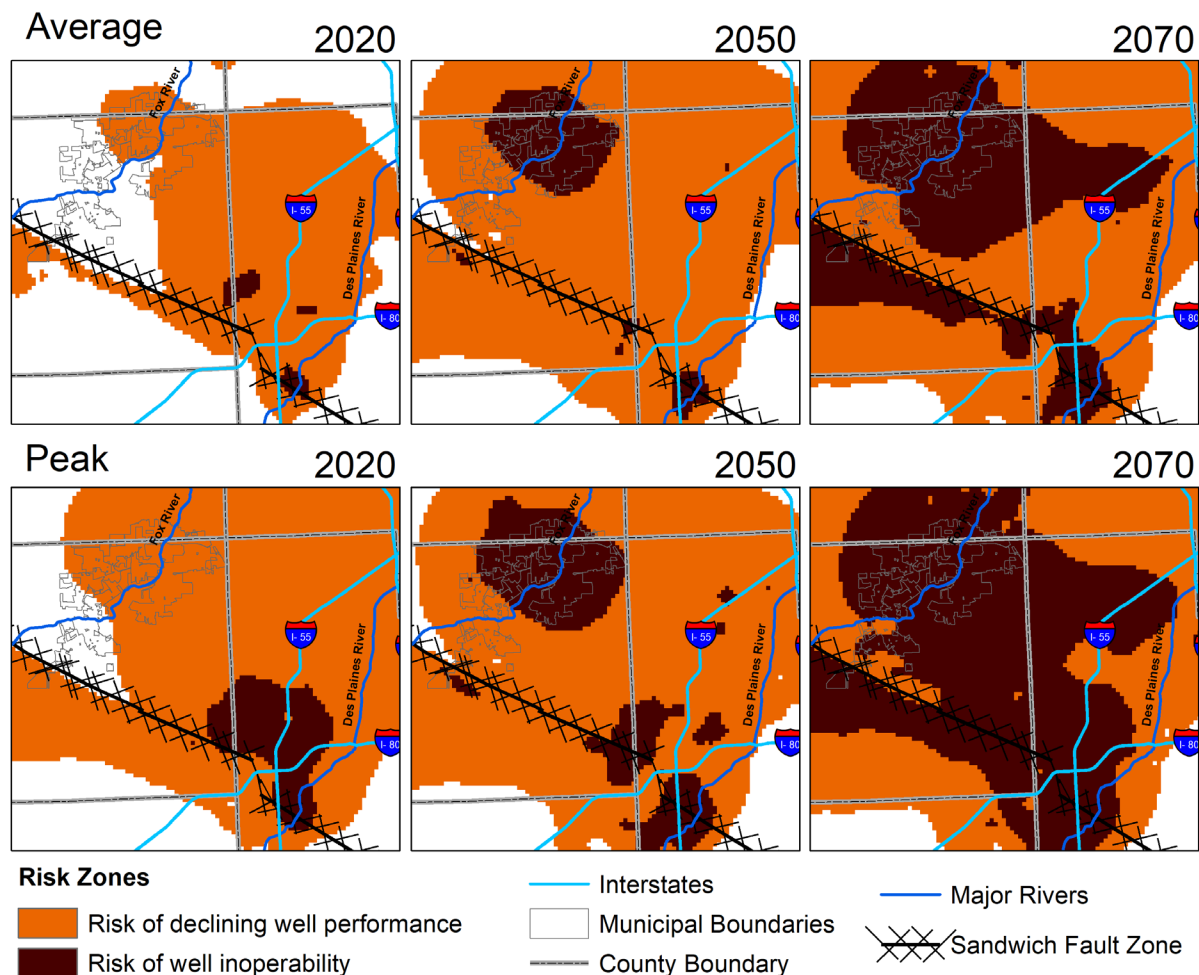


Figure 1. Risk associated with average and peak conditions in the deep sandstone aquifer in the OSMOYO area. The maps depict Current Trend scenario for the following years: 2020, 2050, and 2070.

Discussion of the Maps

The maps in Figure 1 show where sandstone water supply risk is currently present and where it will grow in the future under the Current Trend scenario, under both average and peak pumping conditions *. Wells located in the orange zone are at-risk of declining performance as water levels fall. Every OSMOYO community with active sandstone wells reaches this category by the year 2030. Additionally, most OSMOYO community supply wells reach the severe risk zone, where wells are at severe risk of being unable to meet demands and becoming inoperable. **The model simulation indicates large areas of the OSMOYO region will experience this risk by 2050. This is true for both average and peak pumping conditions.**

* The Current Trend scenario for the OSMOYO region is on based data provided to ISWS modelers by Environmental Engineering Enterprises and Baxter & Woodman consultants.

Water levels at Well 7 and Well 9: Current Trend

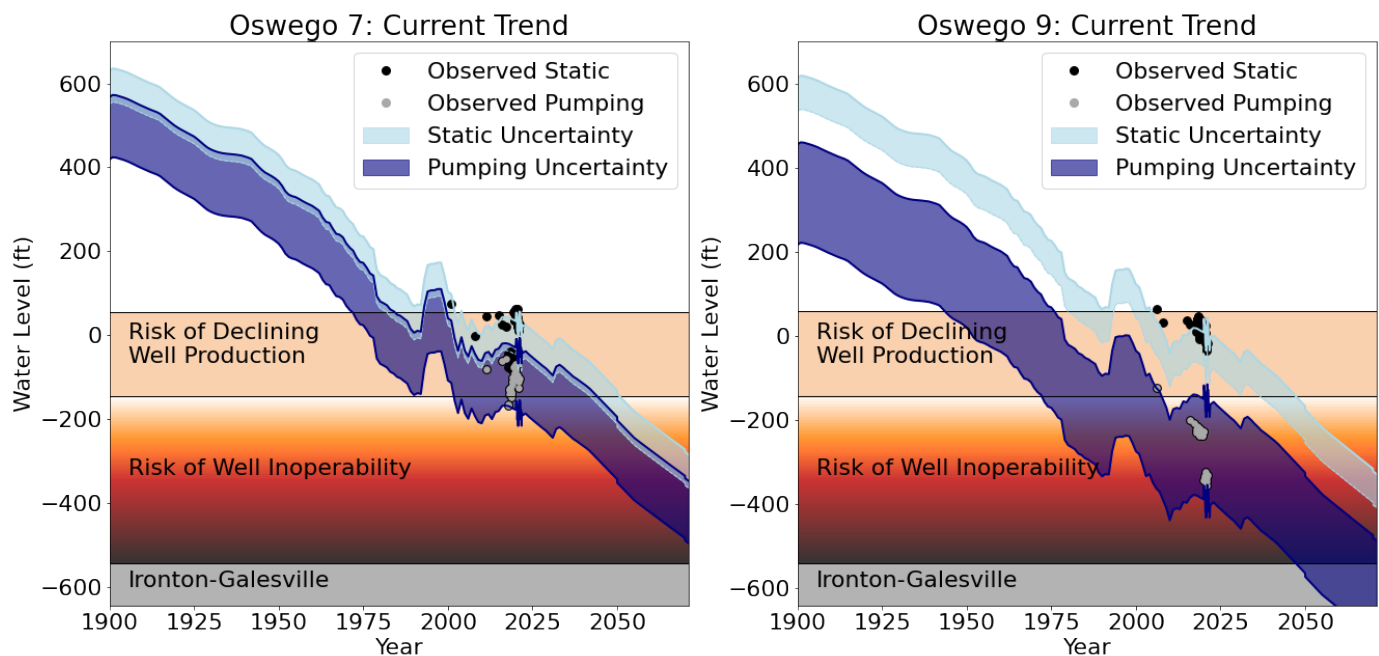


Figure 2. Hydrographs for Oswego 7 (left) and Oswego 9 (right). Under the Current Trend scenario, water levels in Oswego will continue to decline and be at-risk of well inoperability. The uncertainty of static and pumping water levels is highlighted in light blue and navy, respectively.

Hydrographs are used to plot the water level of a well through time and compare to risk thresholds, shown in Figure 2. Because uncertainty accompanies projecting static and pumping water levels, we represent the possible range of future water levels in the hydrographs with highlighted bands based on observed data. The light blue band represents the static, or non-pumping, water level in the well; the upper bound of this light blue band represents average pumping conditions, while the lower bound represents peak pumping.

When the light blue band reaches the top of the orange risk zone, the well is at-risk of declining well performance. Oswego wells 7 and 9, shown in Figure 2, have already reached this threshold under average pumping conditions. Greater risk occurs when static water levels fall into the most severe risk zone. Under peak demands (the lower bound of the light blue band), water levels in both wells enter the well inoperability risk zone by 2041. It is important to note that all Oswego wells, in this model simulation and others, also exhibit severe risk before 2070 (Table 1).

Pumping water levels, shown by the navy band, are not used to explicitly define risk but are included in the hydrographs for additional perspective. The upper bound of the navy band is determined by the minimum drawdown observed (and assumes no change in future specific capacity); this would be the equivalent of maintaining the current pumping distribution, frequently rehabilitating a well, and potentially even redrilling older wells to avoid loss in specific capacity. The lower bound is determined by the lowest observed pumping water level at each well and assumes a declining trend in specific capacity (minimal well rehabilitation) as determined by empirical data from wells in the region. Oswego wells show a range of offset between static and pumping levels, Oswego 4 in the attached hydrograph folder even has overlap between static and pumping. The deeper a pumping water level falls into the severe risk zone, the greater the risk of well inoperability. **Oswego's Public Works Department is to be commended for continually providing both static and pumping water level data to the ISWS; this information will be used to periodically reassess risk and improve the model.**

Range of Risk in Future Simulations

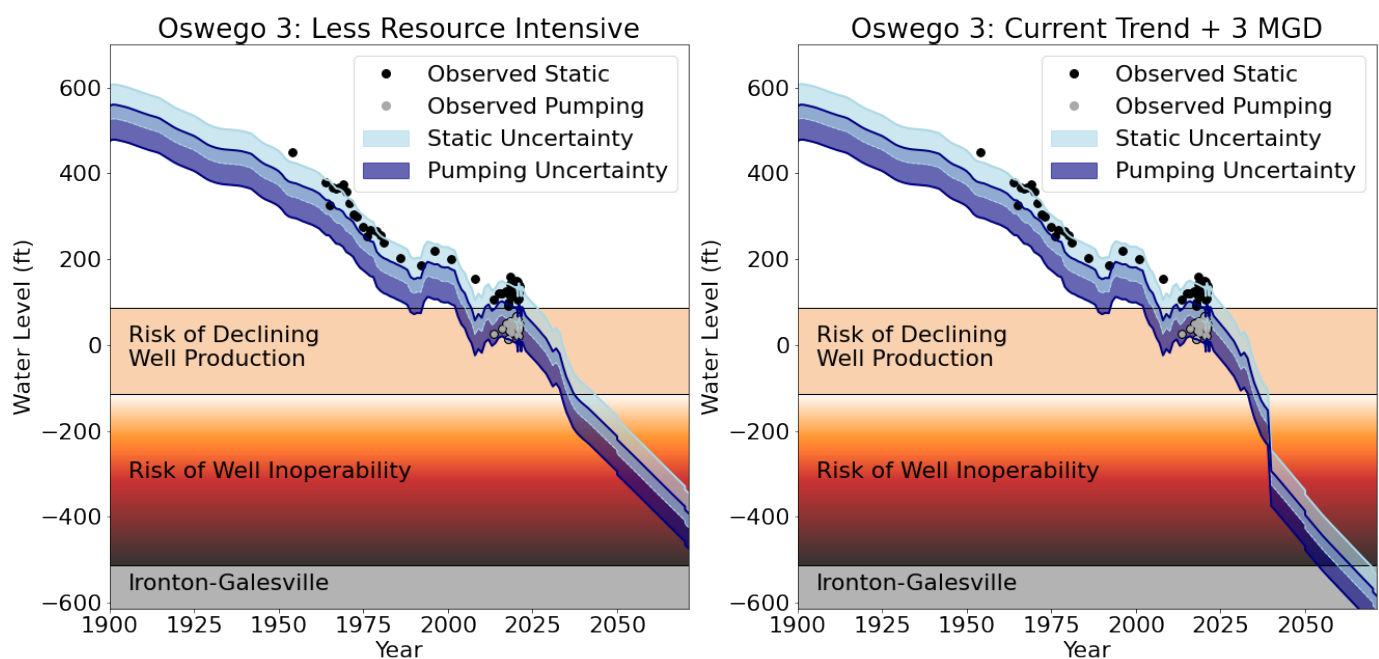


Figure 3. Hydrographs indicating the least severe (LRI) and most severe (CT+3 MGD) simulations for Oswego 3.

Because future water level simulations will vary with different amounts of water pumped, the ISWS evaluated a suite of model scenarios:

- LRI – *less resource intensive* scenario that simulates less average/maximum daily pumping than CT outside of OSMOYO, equal average pumping to CT in OSMOYO, equal maximum daily pumping to CT in Montgomery, and less maximum daily pumping demands in Oswego and Yorkville.
- CT – *current trend* scenario projects the current trend of growth out over the next fifty years. In Oswego the CT (peak) uses 1.44 MGD (million gallons per day) more water than the LRI (peak) in 2050.
- CT + 3 MGD – simulates the CT with a 3.0 MGD user added in 2039 near the community. This hypothetical new user is not anticipated, but rather is intended to demonstrate the sensitivity of the aquifer to new demands. This new user is 2.1 miles from Oswego 3, 1.7 miles from Oswego 4, 3.0 miles from Oswego 6, 3.1 miles from Oswego 7, 1.5 miles from Oswego 8, 2.6 miles from Oswego 9, 2.3 miles from Oswego 10, and 4.3 miles from Oswego 11.

The highest future water levels for Oswego 3 are associated with the LRI simulation, while the lowest future water levels are from the CT + 3 MGD scenario, shown in Figure 3. The simulated range in future water levels is caused by the uncertainty associated with future pumping in the OSMOYO area. However, both scenarios considered here reach the ‘Risk of Well Inoperability’ zone.

Risk Tables

Table 1. Risk table for the model simulations representing a) average conditions and b) peak conditions.

a)

	LRI		CT		CT + 1.5 MGD ^a		CT + 3 MGD ^a	
	<i>Risk of declining production</i>	<i>Risk of inoperability</i>	<i>Risk of declining production</i>	<i>Risk of inoperability</i>	<i>Risk of declining production</i>	<i>Risk of inoperability</i>	<i>Risk of declining production</i>	<i>Risk of inoperability</i>
3	2026	2043	2026	2039	2026	2039	2026	2039
4	2007	2045	2007	2041	2007	2039	2007	2039
6	2008	2044	2008	2040	2008	2039	2008	2039
7	2002	2058	2002	2051	2002	2045	2002	2039
8	2008	2049	2008	2045	2008	2039	2008	2039
9	2005	2052	2005	2047	2005	2039	2005	2039
10	2008	2052	2008	2047	2008	2040	2008	2039
11	2010	2045	2010	2042	2010	2039	2010	2039

b)

	LRI		CT		CT + 1.5 MGD ^a		CT + 3 MGD ^a	
	<i>Risk of declining production</i>	<i>Risk of inoperability</i>	<i>Risk of declining production</i>	<i>Risk of inoperability</i>	<i>Risk of declining production</i>	<i>Risk of inoperability</i>	<i>Risk of declining production</i>	<i>Risk of inoperability</i>
3	2006	2035	2006	2034	2006	2034	2006	2034
4	1990	2035	1990	2034	1990	2034	1990	2034
6	1990	2034	1990	2033	1990	2033	1990	2033
7	1982	2046	1982	2041	1982	2039	1982	2039
8	2004	2038	2004	2036	2004	2036	2004	2036
9	1980	2040	1980	2036	1980	2036	1980	2036
10	2006	2041	2006	2038	2006	2038	2006	2038
11	2006	2036	2006	2034	2006	2034	2006	2034

^a Additional pumping is added in the year 2039.

^b Indicates that water levels are close to the “Risk of well inoperability” zone and would likely enter that zone in the years following 2070.

The hydrographs presented previously are for the well with the most-severe risk as simulated in the models, but long-term planning should account for risk to all wells. The risk table (Table 1) presents when wells become at-risk in each of the model scenarios. As pumping increases, the length of time that Oswego can safely withdraw water from the sandstone shortens, but all wells under all scenarios are at risk of inoperability by 2058. Additionally, as one or more wells become at-risk, communities will need to consider the possibility of wells that fail to meet supply.

Oswego has eight wells over which pumping can be distributed. It is possible that a couple of wells can become inoperable before the village can no longer meet demand from the aquifer. As a result, a few questions should be asked when considering this risk table:

- Can the local water system withstand a well that temporarily cannot meet demands during peak pumping conditions?
- What wells can absorb the additional pumping of a failed well?
- How will redistributed pumping from failed wells exacerbate risk at operating wells?

Technical Discussion of Maps, Hydrographs, and Tables

Take-Home: As sandstone water levels decline, uncertainty is magnified. The small sample of wells with static water levels approaching the “Risk of Well Inoperability” zone have struggled to meet supply, particularly those in the hydrogeologically complex Sandwich Fault Zone.

The maps (Figure 1) and hydrographs (Figures 2 and 3) depict simulated water level conditions through time under the Current Trend scenario. The light blue band in Figures 2 and 3 represents the range of **static** levels—the water level in a well when the pump is off. When the pump is turned on, water levels generally fall an additional 200 to 400 ft for most high capacity wells in this region (**pumping level**) —represented by the navy band. The offset between the static and pumping levels in the hydrographs was based on observed measurements of those water levels. The model was adjusted until the simulated values matched observed static water levels (via a process known as calibration).

Another uncertainty in the model is the distribution of future pumping, complicated by the addition of possible not-yet-drilled community wells. Moving or shifting pumping would redistribute risk. While this would likely extend the life of the aquifer at one well, it could cost years of the estimated time left for another. We also removed multi-aquifer wells in southern Kane County based on historic trends extrapolated to the future, this results in an additional loss of water to the deep Ironton-Galesville. These well removals usually only affect water levels at nearby neighboring wells.

As both static and pumping levels approach the top of the Ironton-Galesville aquifer, a few issues have been observed. A predominant concern is that the most extreme drops in water levels when pumps are turned on occur in wells with the lowest static observations. The extreme depth of pumping may exacerbate this extreme drop in pumping water level. It is important to note that other issues can occur as water levels decline, including: 1) limits on pump settings (specifically, whether a pump can even be lowered into the Ironton-Galesville aquifer), 2) costs associated with lifting water over a greater distance, 3) the need to rehabilitate wells more frequently and aggressively, 4) the increased risk of pumping sand, 5) potential for caving the deeper sandstone formation, and 6) reduced production capacity of the well. **Continued water level monitoring by Oswego will help greatly to constrain some of this uncertainty.**

What do these results mean for Oswego’s water supply?

Q1: Will Oswego’s withdrawals ever be sustainable?

A: No. Withdrawals from the sandstone aquifer in the OSMOYO region have been unsustainable for over a century. Over the decades, the aquifer has slowly depleted and now many supply wells are threatened. If withdrawals continue to exceed sustainable supply, irreparable declines in water levels will occur, impacting the already limited timeline of availability for this water source.

Q2: How long can Oswego meet needed supply from the sandstone?

A: **Planning based on a time-horizon of available water from an aquifer is challenging due to how water levels are sensitive to minor changes in uncertain future demands.** Risk increases as demands increase, but for all scenarios simulated here, all Oswego wells have water levels dropping into the zone of severe risk for well inoperability. In the best-case scenario considered here, Oswego’s first well enters this

risk zone in 2043 for average pumping conditions and 2034 for peak pumping conditions. These results indicate the village of Oswego will eventually need an alternative primary supply of water.

Take Home:

Oswego's sandstone withdrawals are not sustainable. Future water level declines pose a risk to Oswego's sandstone water supply, and the community will eventually require a new water supply source.

Bottom Line: Uncharted Territory

Sandstone water levels in the OSMOYO region have never been as low as they are now. How further declines will manifest is difficult to say for certain, but the ISWS has observed that previously modeled time-ranges for the usable life of the region's deep sandstone aquifer appear to converge on the having a shorter amount of time left. In other words, as water levels decline, previously unforeseen complexities emerge that are disadvantageous for well productivity, and this is the real danger of water levels declining into "uncharted territory". As a result, it is critical not to immediately dismiss the model results as overly conservative. **It is imperative that monitoring and modeling continue as water levels decline into this uncharted territory over the next decade to improve our understanding of the uncertainty associated with these depths.**

References

¹Abrams, Daniel B.; Cullen, Cecilia. 2020. Analysis of Risk to Sandstone Water Supply in the Southwest Suburbs of Chicago. Available at <https://www.ideals.illinois.edu/handle/2142/109174>

²Chicago Metropolitan Agency for Planning. 2018. 2050 Forecast of Population, Households, and Employment. Available at: <https://www.cmap.illinois.gov/data/demographics/population-forecast>

ACKNOWLEDGEMENTS:

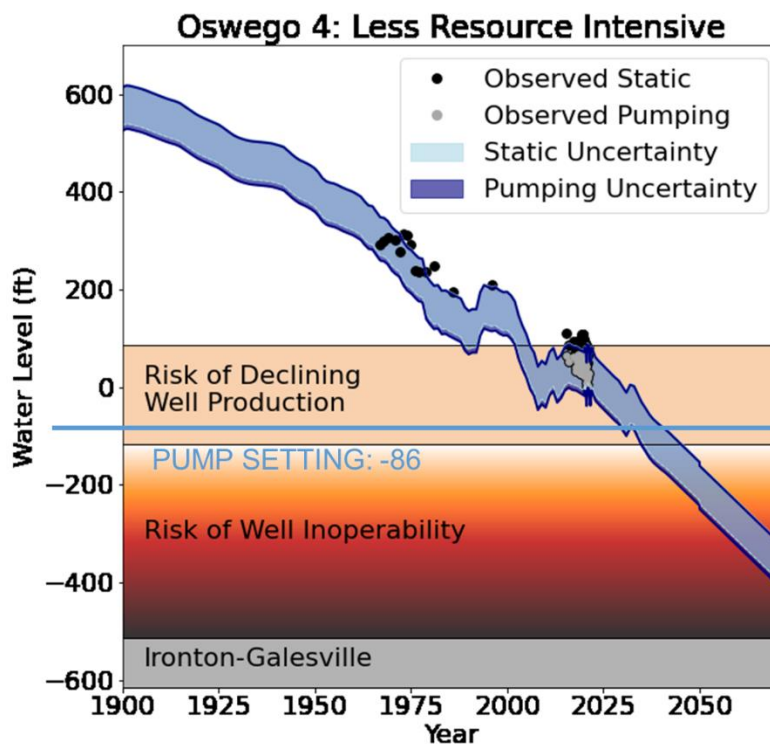
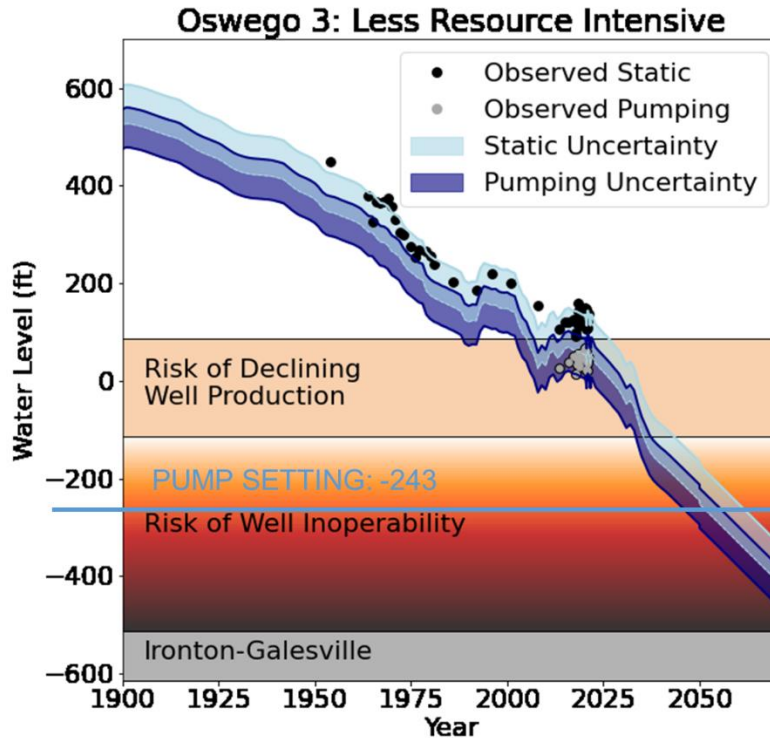
This analysis is a regional collaboration with local input, which is essential to understanding risk. We thank:

- Oswego, Yorkville, and Montgomery for collaborating in this study
- Water operators at Oswego and Montgomery for providing monthly water level data for over a two year period; this information is essential to conducting planning.
- Baxter & Woodman and Engineering Enterprises Inc for collaborating on future demands
- The Lower Des Plaines Watershed Group for providing future demands and insight into water supply in Will and Grundy Counties.

APPENDIX B

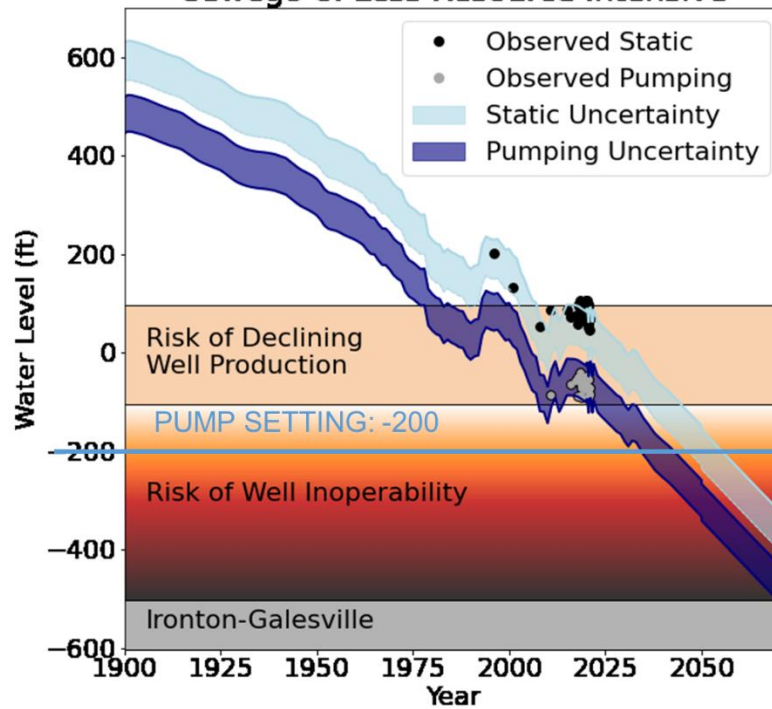
Montgomery, Oswego, and Yorkville Alternative Water Source Evaluation

- Hydrographs from the Illinois State Water Survey (ISWS) report titled “Oswego, IL: Sandstone Water Supply Summary” dated May 2021.
- Well Pump Setting data provided by the Village of Oswego’s Master Drawdown Sheet dated July 1, 2020.

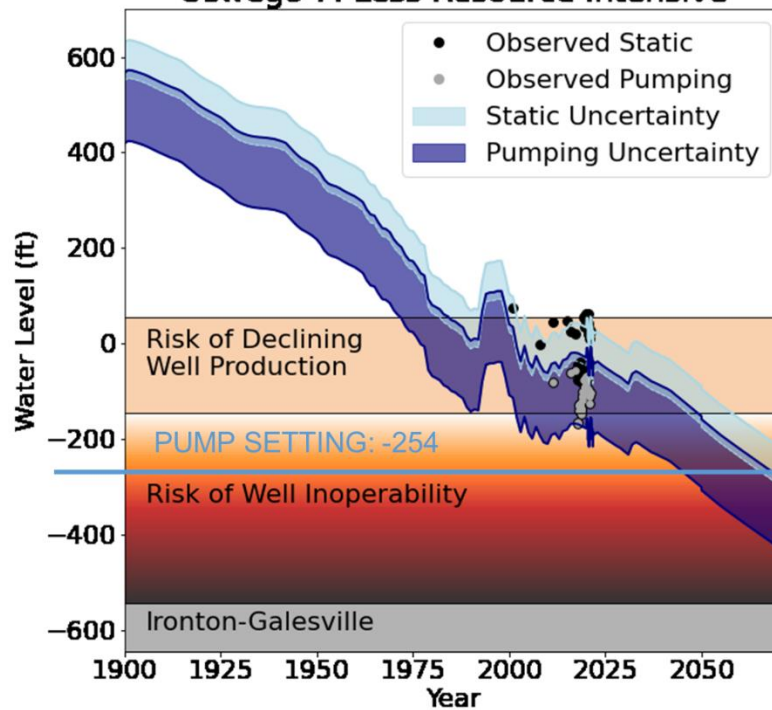


Montgomery, Oswego, and Yorkville
Alternative Water Source Evaluation

Oswego 6: Less Resource Intensive

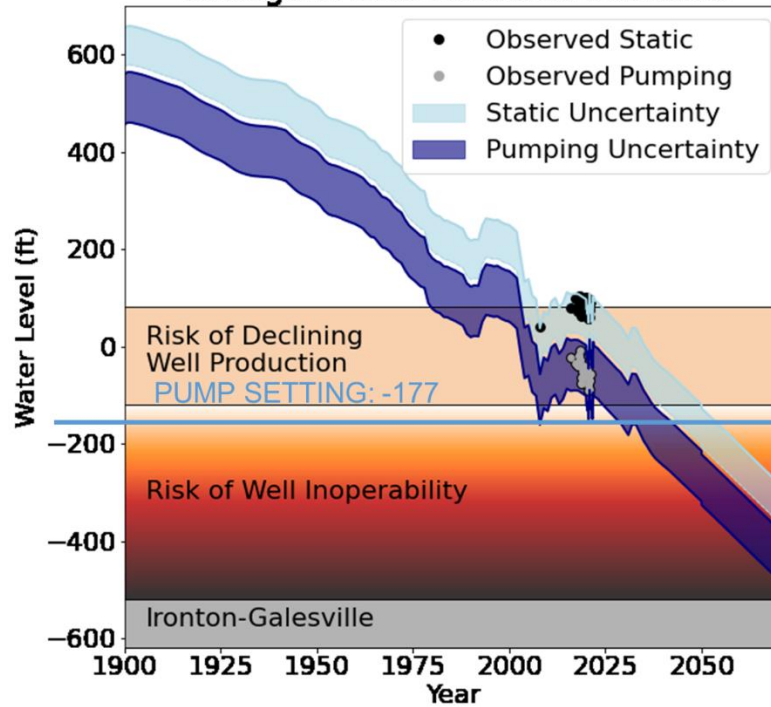


Oswego 7: Less Resource Intensive

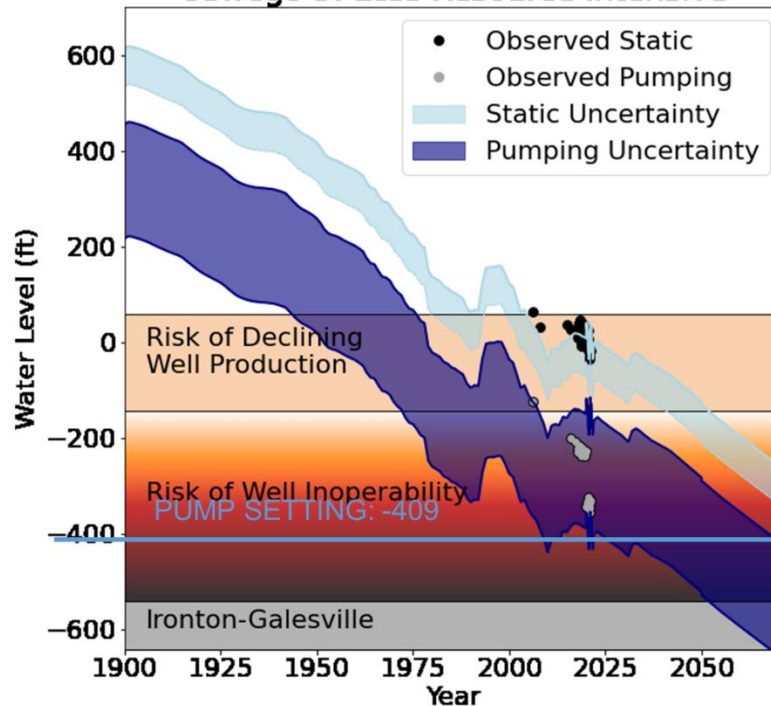


Montgomery, Oswego, and Yorkville
Alternative Water Source Evaluation

Oswego 8: Less Resource Intensive

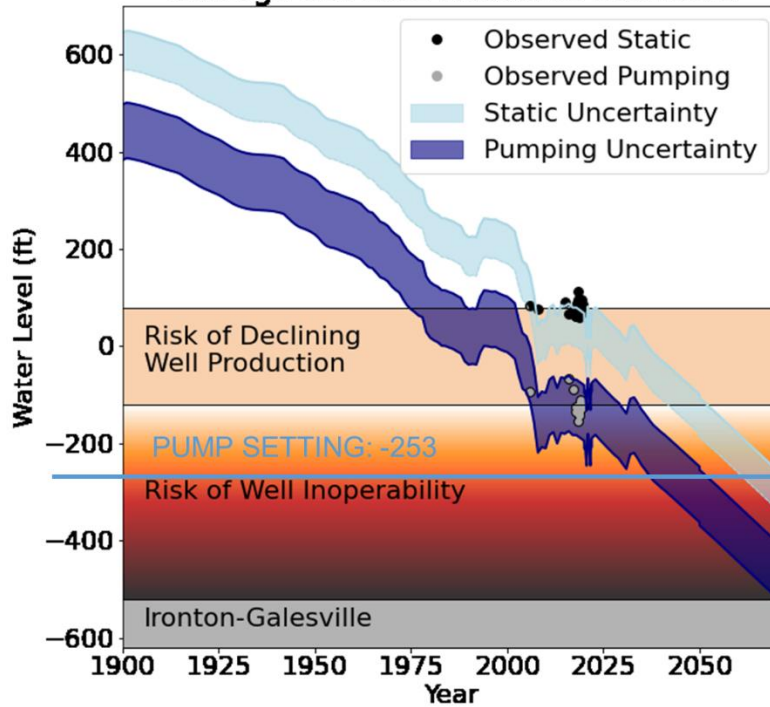


Oswego 9: Less Resource Intensive

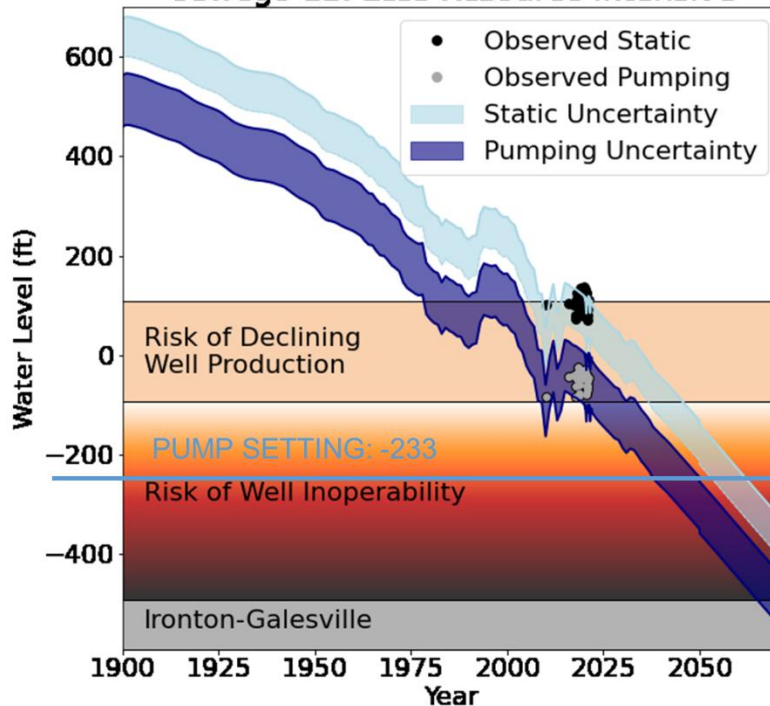


Montgomery, Oswego, and Yorkville
Alternative Water Source Evaluation

Oswego 10: Less Resource Intensive

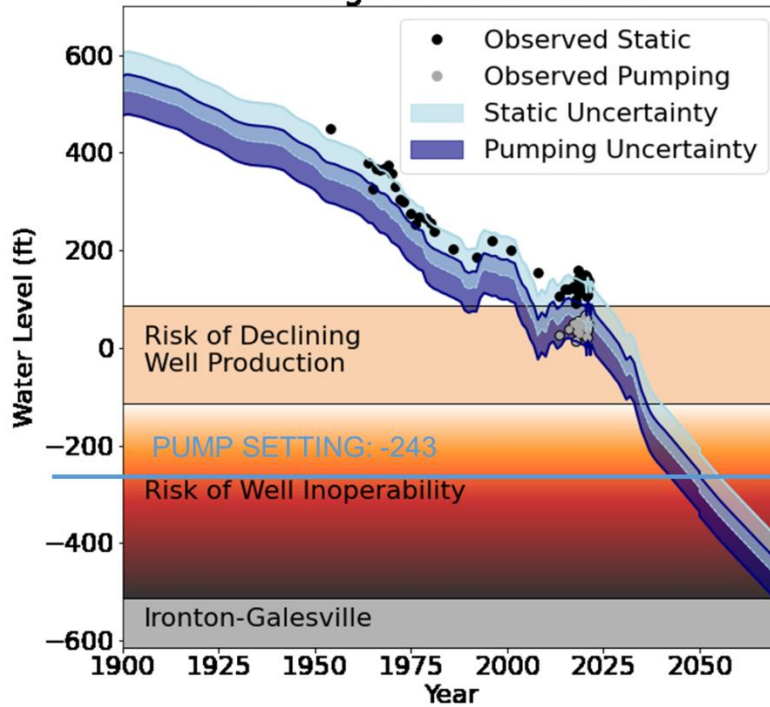


Oswego 11: Less Resource Intensive

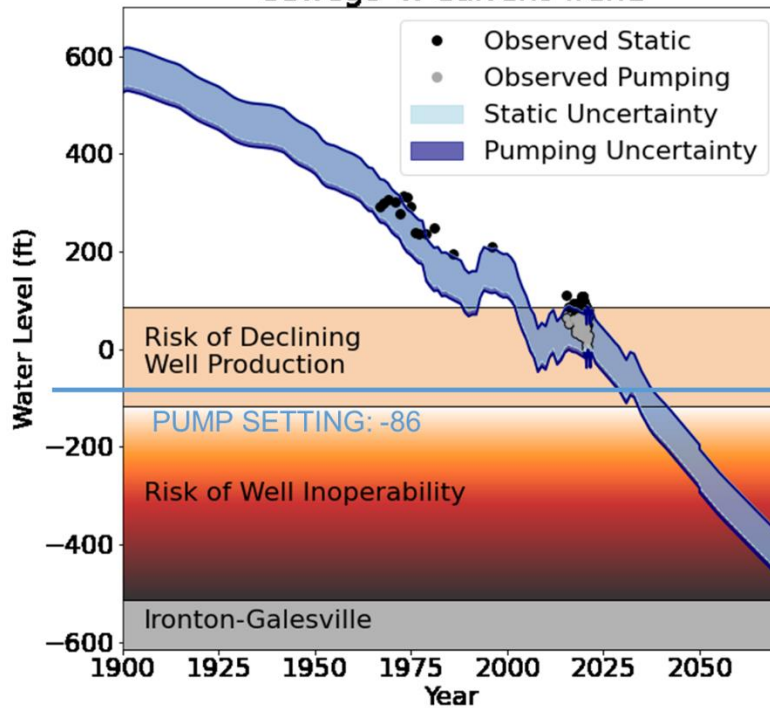


Montgomery, Oswego, and Yorkville
Alternative Water Source Evaluation

Oswego 3: Current Trend

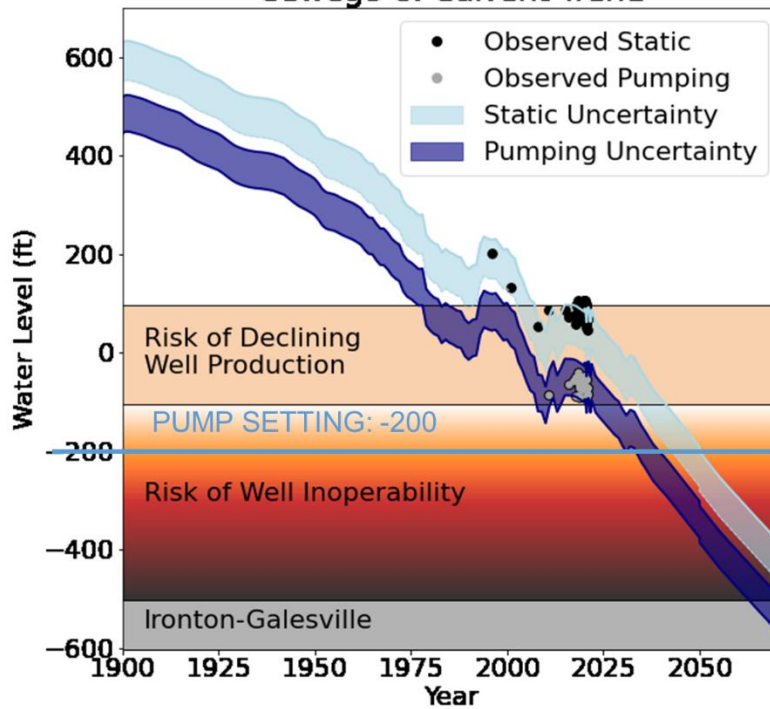


Oswego 4: Current Trend

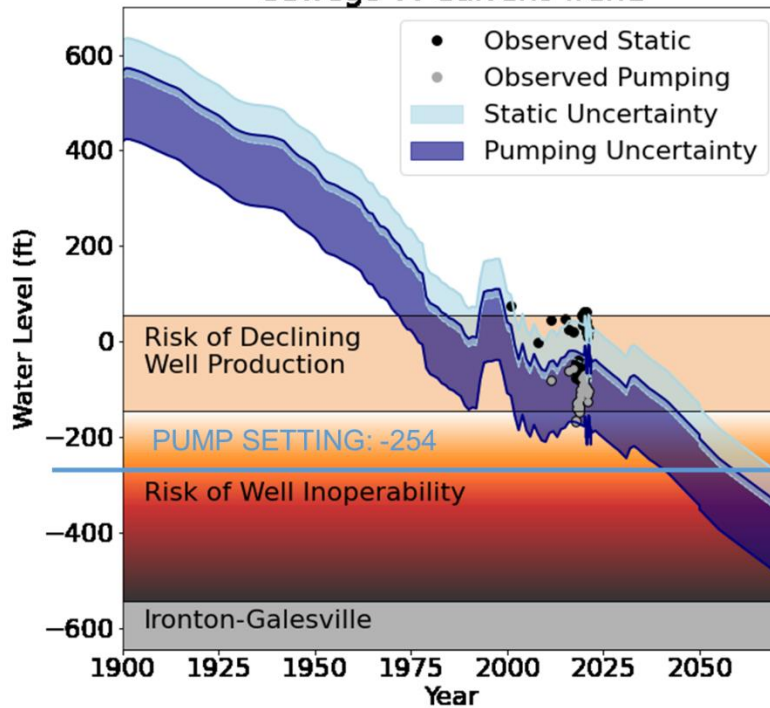


Montgomery, Oswego, and Yorkville
Alternative Water Source Evaluation

Oswego 6: Current Trend

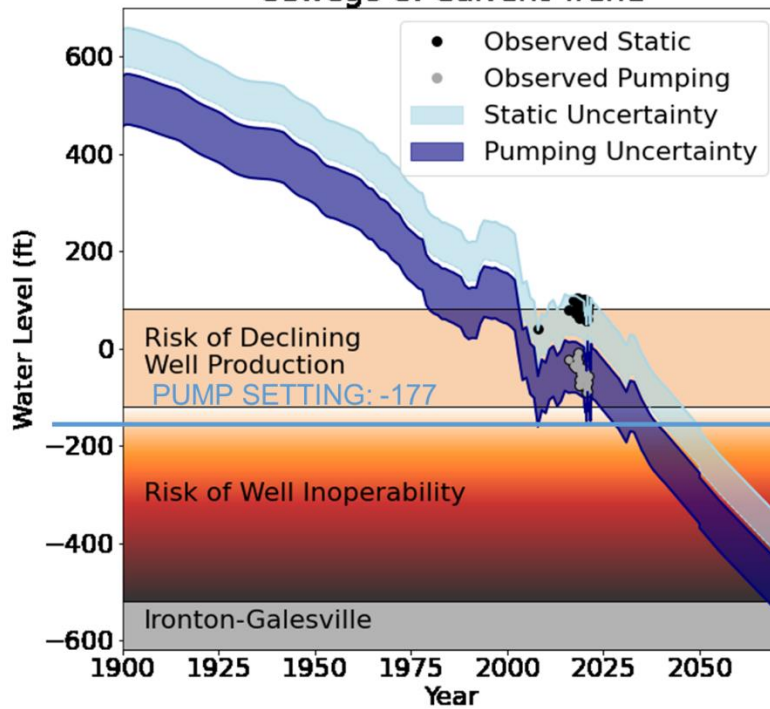


Oswego 7: Current Trend

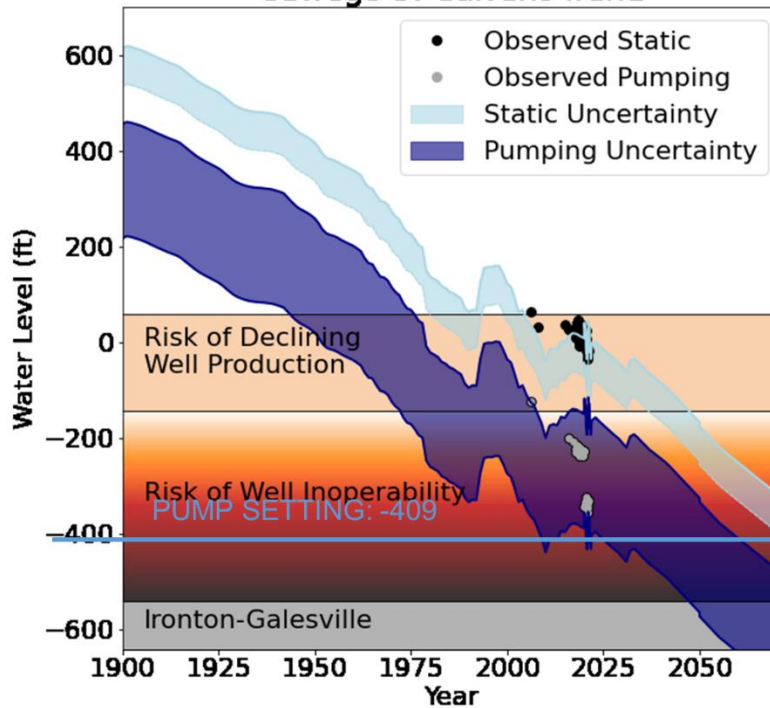


Montgomery, Oswego, and Yorkville
Alternative Water Source Evaluation

Oswego 8: Current Trend

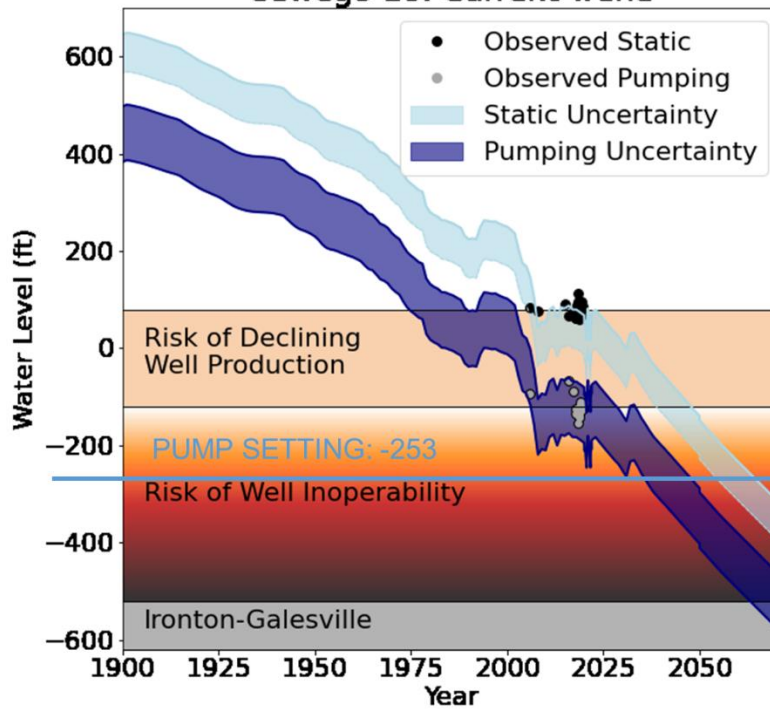


Oswego 9: Current Trend

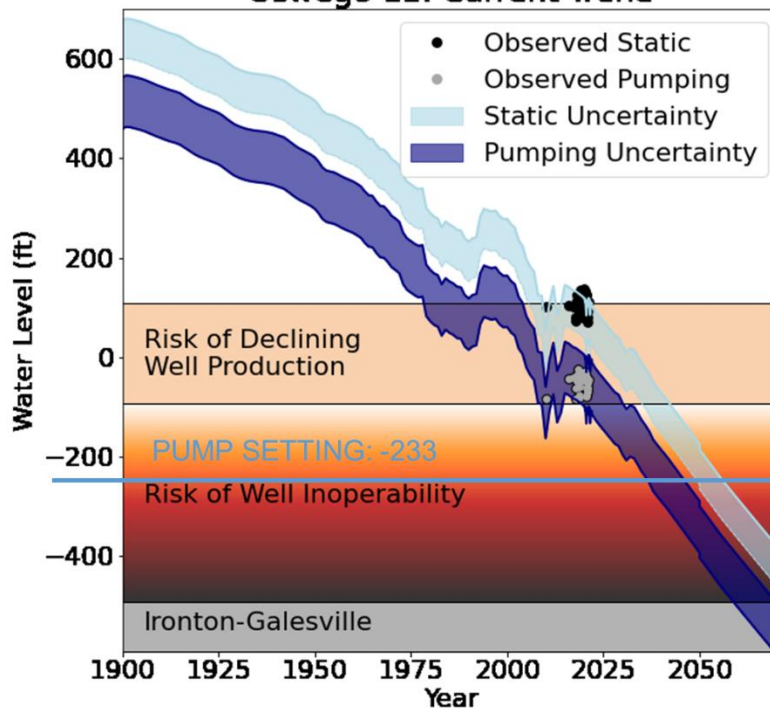


Montgomery, Oswego, and Yorkville
Alternative Water Source Evaluation

Oswego 10: Current Trend



Oswego 11: Current Trend



APPENDIX C

The Distribution of Water Use in Illinois

Illinois State Water Survey

More than 1,300 communities in Illinois rely on different sources of water for municipal, industrial, and residential use. Sources of water throughout the state include Lake Michigan, inland surface waters such as rivers and reservoirs, groundwater, or a combination of sources. Communities may also purchase water from other communities or from public water distributors, which include private companies, water commissions, water districts, or water agencies.

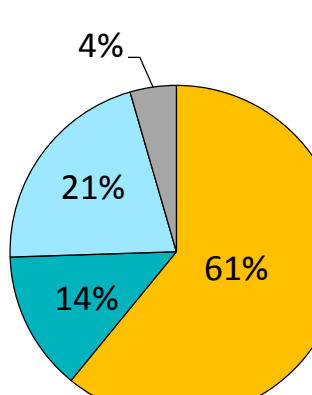
This map depicts the complexity of where communities get their water and the network of water purchases throughout the state for the year 2012. Municipalities and public water distributors are colored-coded according to the source of water they use. The purchase network depicts transactions between communities or public water distributors with arrows going from seller to purchaser.

Some communities extract water from their own wells or intakes (withdrawn water), or buy water from another community or public water distributor (purchased water), or may have a combination of withdrawn and purchased water. In 2012, over 1,510 million gallons per day (mgd) were withdrawn for public consumption. Data for this map were gathered by the Illinois Water Inventory Program, which has tracked water use at high-capacity community wells and intakes (over 70 gallons per minute) throughout the state since 1979.

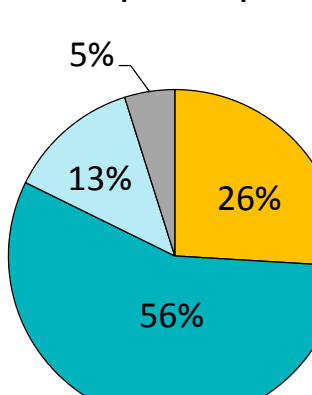
Map compiled by Daniel R. Hadley, Joanna A. Krueger, George S. Roadcap, and Conor R. Healy.

Summary of Water Use

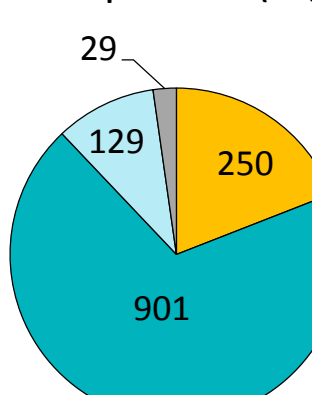
Percentage of Municipalities



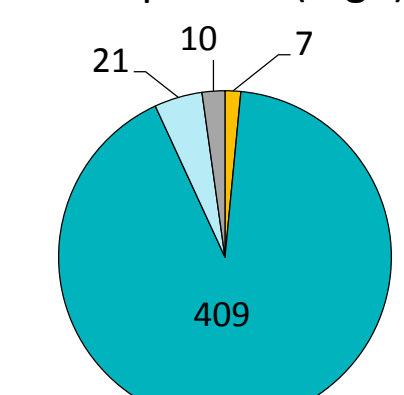
Percentage of Municipal Population



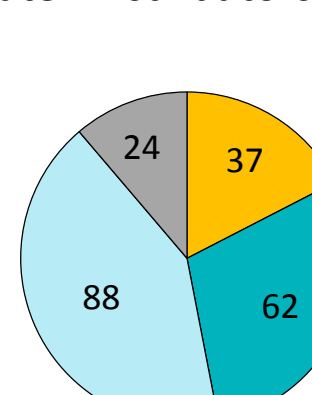
Withdrawn by Municipalities (mgd)



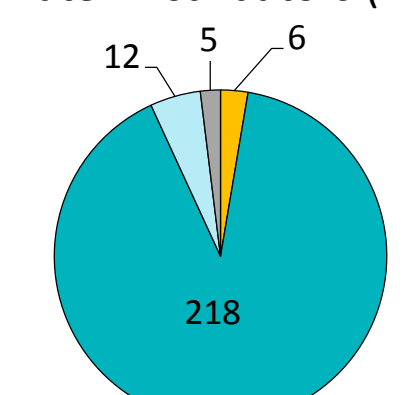
Purchased by Municipalities (mgd)



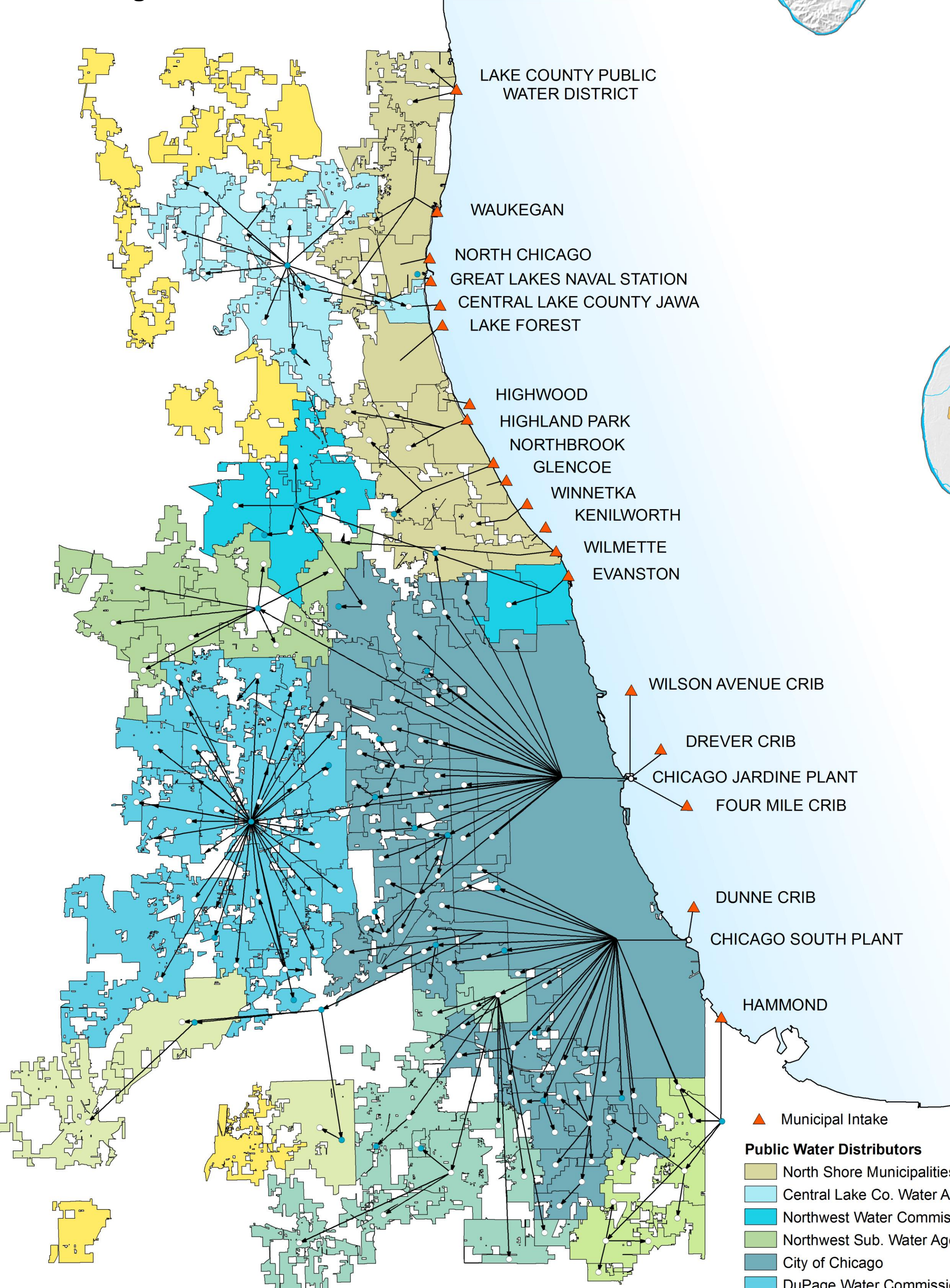
Withdrawn by Public Water Distributors (mgd)



Purchased by Public Water Distributors (mgd)



Lake Michigan Distribution Network

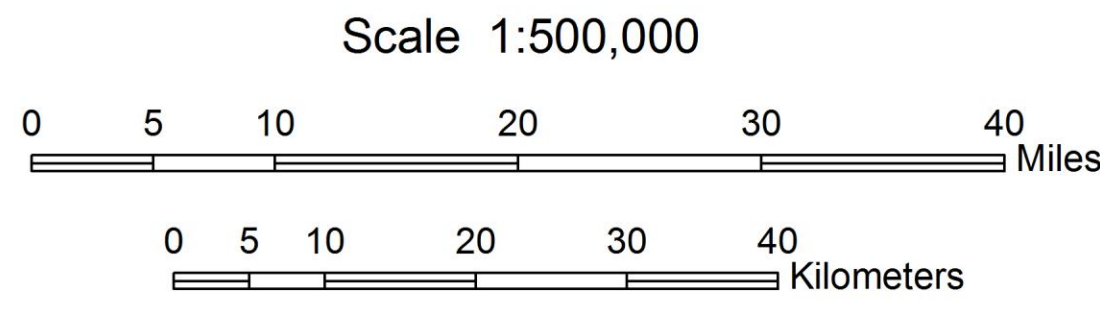
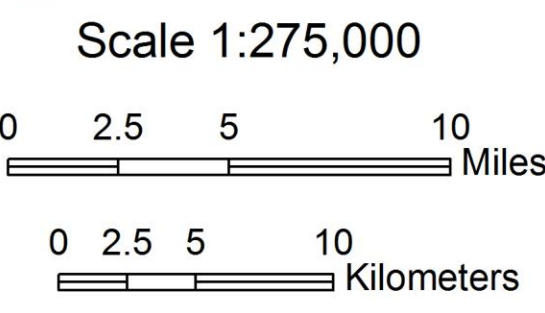


Funding for this map was provided by the Illinois Department of Natural Resources. The technical content of the map is the responsibility of the author(s). The user assumes all liability for the interpretation and use of the map. Map projection in Lambert Conformal Conic NAD27

Data Sources:
Illinois Water Inventory Program, at <http://www.isws.illinois.edu/gws/iwip/>
ESRI USA Census Populated Places for 2012, at <http://www.esri.com/data/data-maps>
National Elevation Dataset (10 meter), at <https://nationalmap.gov/elevation.html>
National Hydrography Dataset Plus V2.1, at http://www.horizon-systems.com/NHDPlus/NHDPlusV2_home.php

Explanation of Symbols

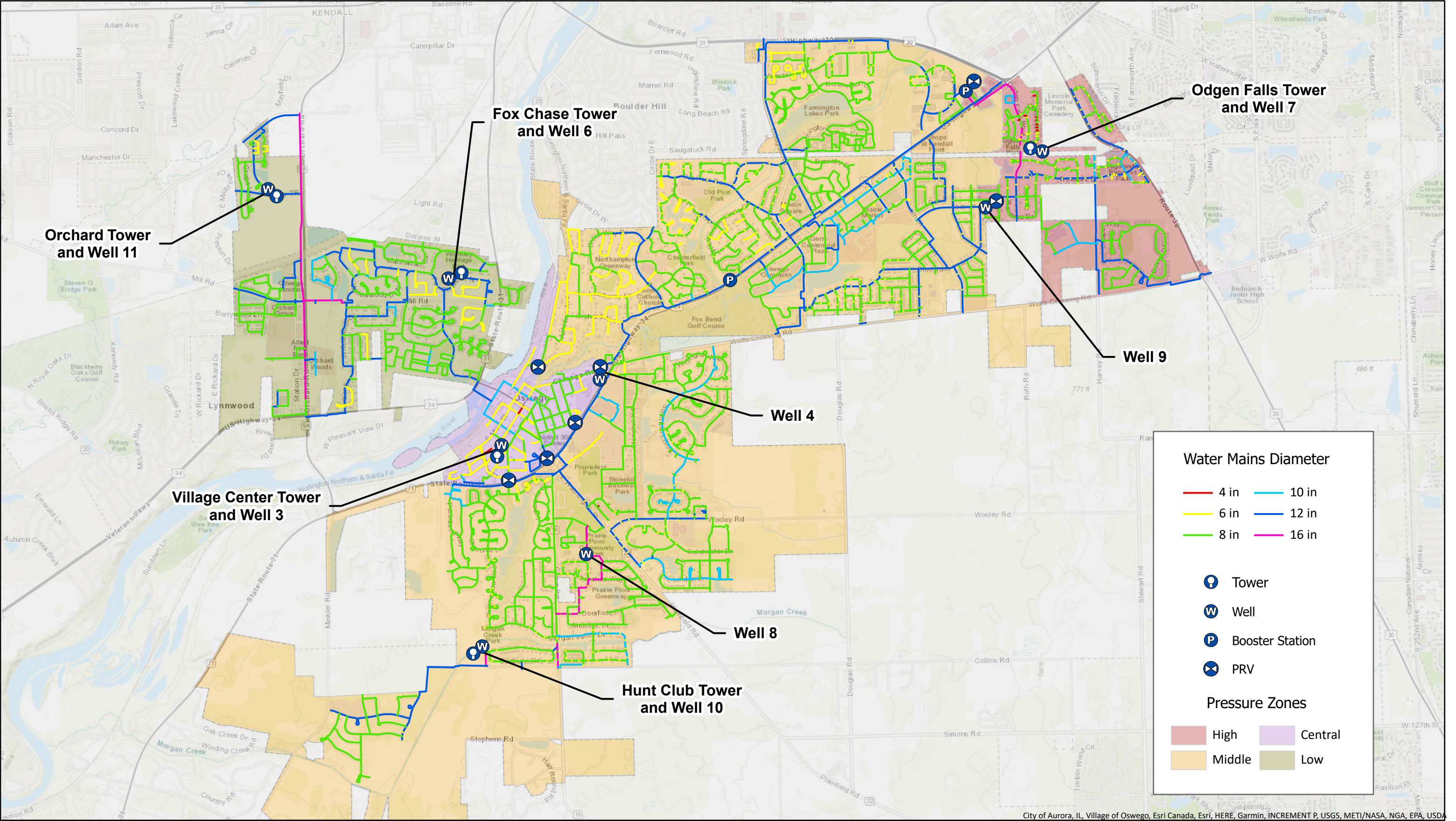
- County Boundary
- Major River | Stream
- Lake | Reservoir
- Purchase Network**
 - Municipal Node
 - Water Purchase
- Public Water Distributors**
 - Lake Michigan
 - Inland Surface Water
 - Groundwater
 - Mixed Source
- Municipal Water Use**
 - Lake Michigan
 - Inland Surface Water
 - Groundwater
 - Mixed Source



EXHIBITS

EXHIBIT A

SYSTEM MAP

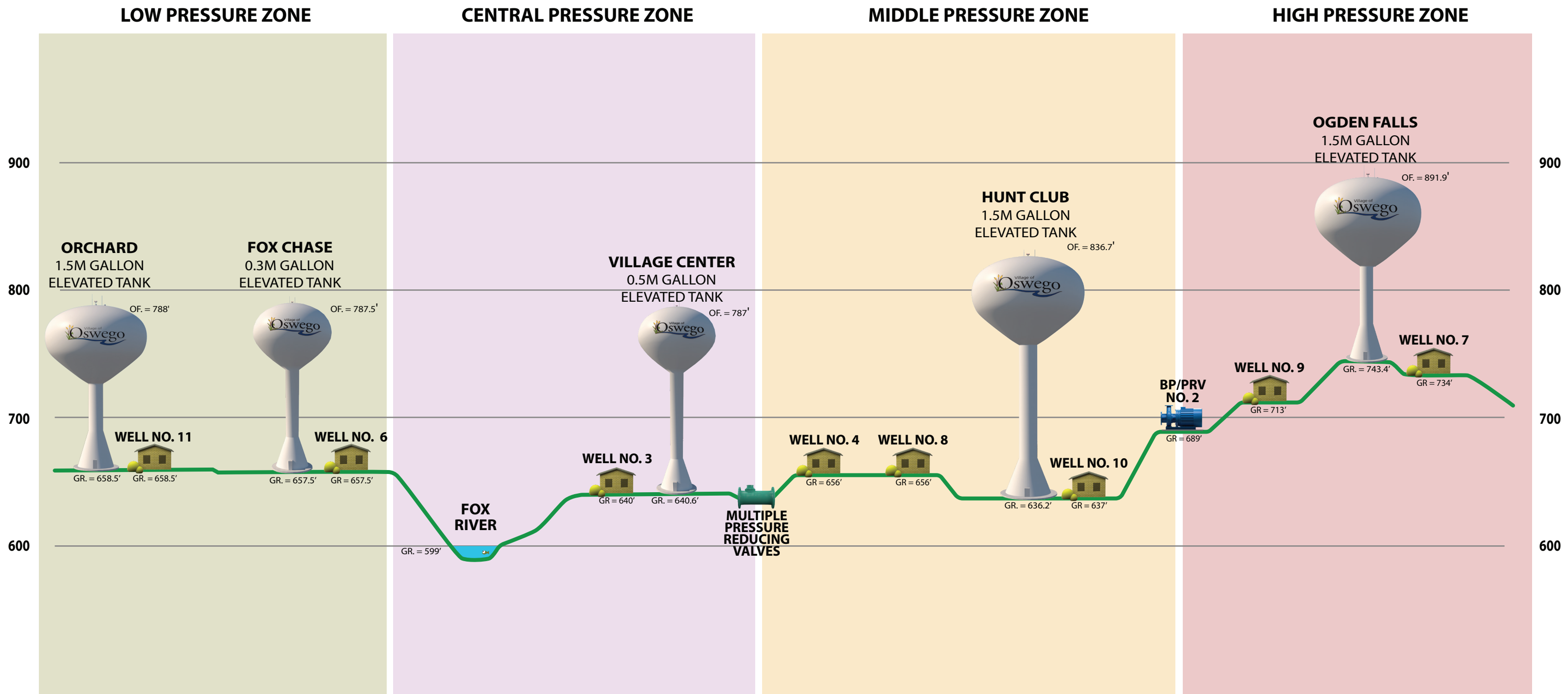


Source(s): Water Data received from Village, Aug 2020. Pressure Zones revised and Water Towers added per B&W April 2021.

City of Aurora, IL, Village of Oswego, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, NGA, EPA, USDA

EXHIBIT B

HYDRAULIC PROFILE



OSWEGO HYDRAULIC PROFILE EXHIBIT B





Alternative Water Source Evaluation

Part 2 – Water Source Options and Key Considerations

Village of Oswego, Illinois

June 16, 2021

Draft Report

BAXTER & WOODMAN
Consulting Engineers

Village of Oswego, IL - Draft Report

Part 2

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LIST OF EXHIBITS

Exhibit

Exhibit A	Water Sources
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Exhibit D	DuPage County Treated Water Network

LIST OF ABBREVIATIONS

avg	-	average
CDWM	-	Chicago Department of Water Management
CMAA	-	Chicago Metropolitan Agency for Planning
DWC	-	DuPage Water Commission
EPA	-	Environmental Protection Agency
ft	-	feet
ft ²	-	square feet
ft ³	-	cubic feet
gpd	-	gallons per day
gpm	-	gallons per minute
gpcpd	-	gallons per capita per day
IADC	-	Illinois American Water Company
IDNR	-	Illinois Department of Natural Resources
IEPA	-	Illinois Environmental Protection Agency
ISWS	-	Illinois State Water Survey
max	-	maximum
MG	-	million gallons (or mil gal)
MGD	-	million gallons per day
mg/L	-	milligrams per liter (parts per million in dilute solutions)
min	-	minimum
PRV	-	pressure reducing valve
psi	-	pounds per square inch
WRT	-	Water Remediation Technology LLC

7. PART 2 INTRODUCTION

7.1 Part 2 Overview

Part 2 of the Alternative Water Source Evaluation (Study) includes detail on the water supply alternatives and is a companion document to the Part 1 report. The purpose of the Study is to update and align the previous source water analyses completed for the Fox River Option (Engineering Enterprise, Inc., 2017) and Lake Michigan Water via DuPage Water Commission Option (AECOM, 2018) with two new Lake Michigan Water alternatives: the proposed Joliet Water Commission Option and the Illinois American Water Option. The specific design recommendations from the previous Fox River and DWC studies have not been altered as part of this study.

The Village is partnering with the Village of Montgomery and United City of Yorkville to evaluate several alternative water supply sources. The alternatives evaluated in the Study are sized to meet the 2050 demands of Montgomery, Oswego, and Yorkville, with consideration given to the ultimate demand when the three communities are fully developed.

Part 1 of the Study provided the following:

- A summary of the existing water source in Montgomery, Oswego, and Yorkville
- An analysis of population and water demand projections and water conservation efforts
- A summary of Oswego's existing water system
- The results of the Illinois State Water Survey analysis
- An overview of the Fox River and Lake Michigan alternative water sources
- A description of the comprehensive Study approach and next steps

Part 2 of the Study (this report) provides the following:

- An overview of the key considerations used for evaluation
- A detailed discussion of the identified water source options
- The internal system improvements necessary when changing water sources

Future parts of the Study will address the following:

- Cost estimates
- Funding alternatives
- Conservation measures
- Public information meeting

7.2 Study Approach

The Alternative Water Source Evaluation Study will update and align the previous analyses completed for the Fox River Option and Lake Michigan Water via DuPage Water Commission Option with two new Lake Michigan Water alternatives: the Joliet Water Commission Option and the Illinois American Water Option. Exhibit A displays the current water sources for communities in the region, including the four alternatives being evaluated in the Study.

The specific design recommendations from the previous Fox River and DWC studies have not been altered as part of this study but some elements have been updated or added to provide a uniform comparison between the alternatives. The alternatives evaluated in the Study are sized to meet the 2050 demands of Montgomery, Oswego, and Yorkville, with consideration given to the ultimate demand when the three communities are fully developed. The alternatives are inclusive of the improvements and facilities required to meet 2050 demands.

The Part 1 report provided a detailed analysis of the current and projected water demands for Montgomery, Oswego, and Yorkville. A summary of the 2020 and 2050 water demand projections in million gallons per day (MGD) is included as Table 1.

TABLE 1
Water Demand Projection Summary

	Parameter	Montgomery	Oswego	Yorkville	Total
2020	Average Day (MGD)	2.36	2.38	1.62	6.36
	Maximum Day (MGD)	4.03	5.04	3.88	12.95
2050	Average Day (MGD)	3.4	3.77	4.06	11.23
	Maximum Day (Current Trends) (MGD)	5.53	7.99	7.62	21.14
	Maximum Day (Contractual Limit/LRI) (MGD)	5.53	6.41	6.91	18.85

As shown above, two demand scenarios were developed to project water demands to 2050. The Current Trends (CT) scenario assumes that per capita water demand trends remain constant through 2050. The Contractual Limit/Less Resource Intensive (CL/LRI) scenario reflects the general downward trend in per capita water consumption in the region and contractual limitations on the MDD:ADD ratio, a common requirement of Lake Michigan water suppliers and described in more detail in Section 4. The Fox River Option was evaluated using the Current Trends demand scenario and is discussed in more detail in Section 3. The three Lake Michigan alternatives were evaluated using the Contractual Limit/Less Resource Intensive demand scenario.

8. KEY CONSIDERATIONS

The selection of a new, sustainable water source is vital to the future of Montgomery, Oswego, and Yorkville. The three communities will be unable to meet their continued population growth and water demands without choosing a new water source.

8.1 Cost

While the cost of a new water source is a significant factor, cost is not the only consideration when selecting a new water source. It is critical that the chosen water source is able to provide a sufficient amount of reliable, safe drinking water to the three communities through 2050 and beyond. Five key considerations, beyond cost, were identified to evaluate the four water source alternatives and are discussed below. The key considerations are put forth without prioritization or weighting. Doing so will be a community decision spearheaded by the Village Board.

Establishing a new water source, regardless of the chosen source, will be the most expensive endeavor undertaken by the Village. The costs of the system will be high, but the cost of doing nothing is the viability of the Village itself.

Estimated costs for each alternative, including capital, operating, and financing, will be provided in a later part of the comprehensive Study.

8.2 Sustainability of Water

The key consideration “Sustainability of Water” reflects the requirement of the water source alternative to have sufficient water quantity to supply Montgomery, Oswego, and Yorkville to 2050 and beyond to navigate service disruptions and outages.

TABLE 2
Sustainability of Water

Criteria	Description
Water Quantity	Capacity of the source to meet projected average and maximum day demands
Flow Restrictions	Limitations on the availability of water
Supply Rate	Ability to increase/decrease supply rate to meet peak demands
Backup Wells	Availability of backup source for service disruptions or withdrawal limitations
Supply Redundancy	Ability to maintain supply during planned or unplanned outages

As discussed in the Part 1 report, Montgomery, Oswego, and Yorkville currently rely on the Ironton-Galesville aquifer for their primary source of water. According to the Illinois State Water Survey (ISWS), the deep sandstone aquifer is being pumped beyond its sustainable yield and water levels

in the aquifer are dropping, putting many supply wells in the area at risk. The aquifer is projected to be at severe risk of depletion and may no longer be able to meet the regional maximum day water demands in the near future.

8.3 Water Quality and Permitting

The key consideration of “Water Quality and Permitting” relates to water treatment requirements, water quality parameters, operator licensing and agency permitting requirements, and seasonal variability of the water source.

TABLE 3
Water Quality

Criteria	Description
Water Quality Parameters	Hardness of the raw water source and finished water
Treatment Type	Treatment process required to meet drinking water standards
Operator License Requirements	IEPA Drinking Water Operator Certification level required
Water Intake Location	Location of the water source intake in relation to potential contaminant sources
Seasonal Quality Concerns	Seasonal changes in source water may alter taste and odor of treated water
Permitting Requirements	Requirements IDNR and IEPA

Naturally occurring Radium-226 and Radium-228 are found in the Ironton-Galesville aquifer and are being treated and removed by the three communities. Water from the deep sandstone aquifer is seasonally consistent.

The Village of Montgomery’s potable water supply system consists of nine wells from the deep sandstone and shallow sand and gravel aquifers. Montgomery has two cation exchange water treatment plants for softening and radium removal, and a lime softening treatment plant for softening and radium removal. Montgomery’s water system currently requires a Class A Drinking Water Operator license.

The Village of Oswego’s potable water supply system consists of eight deep sandstone wells with Water Remediation Technology (WRT) treatment at each well for radium removal. Oswego’s water system currently requires a Class B Drinking Water Operator license.

The United City of Yorkville’s potable water supply system consists of four deep sandstone wells with three cation exchange water treatment plants for softening and radium removal. Yorkville’s water system currently requires a Class A Drinking Water Operator license.

A summary of the water operator license classes and their requirements is shown below in Table 4.

TABLE 4
Water Operator Class Description

Water Operator Class	Water Facilities Description
A	Water treatment facilities that include coagulation/sedimentation, lime softening, UV disinfection, pathogen removal/inactivation, and/or membrane filtration
B	Water treatment facilities that include aeration and filtration, filtration (other than membrane filtration), and/or ion exchange
C	Water treatment facilities that utilize chemical feed only
D	Water treatment facilities limited to pumpage, storage, or distribution

Under all alternatives, a corrosion control study would be required by IEPA and USEPA to prove there will be no impact to lead services when switching water sources. The Corrosion Control study will likely include a desk top study and a demonstration study. The exact requirements of the corrosion control study are dependent on the water supply source and will need to be discussed further with IEPA once a source is selected.

8.4 Governance and Operational Responsibility

The key consideration “Governance and Operational Responsibility” encompasses the ability of Montgomery, Oswego, and Yorkville to maintain control of elements of the water source, including involvement in decision-making, and operations and maintenance.

TABLE 5
Governance and Operations Responsibility

Criteria	Description
Agreement Type	Role that Montgomery, Oswego, and Yorkville would have in decision-making as members or customers
Control of Water Source and Infrastructure	Level of control and responsibility over the raw water source, water treatment processes, and infrastructure

8.5 Timeline

The key consideration “Timeline” estimates the total project schedule, including design, permitting, easement acquisition, contract negotiations, and construction of each alternative.

TABLE 6

Timeline

Criteria	Description
Availability Timeline	Estimated schedule for when the alternative would be available
Decision Timeline	Constraints or deadlines for selection of the alternative
Oswego Intermediate Well Timeline	Based on demand projections exceeding Oswego's current well supply capacity relative to the Availability Timeline of the alternative

As detailed in the Part 1 report, Oswego's current wells will not be able to meet the maximum day demands by 2030. Oswego will likely need to drill a new well if the selected water source alternative is not available before that time.

8.6 Oswego Internal System Improvements

The key consideration "Oswego Internal System Improvements" includes the magnitude of distribution system improvements required within Oswego's water system in order to accommodate the source water alternative. For all alternatives, Oswego will require additional storage facilities by 2050.

A hydraulic model of Oswego's water distribution system was constructed and calibrated as part of HR Green's 2014 Water Study project. The hydraulic model was used as part of the 2018 AECOM study to perform a detailed analysis of Oswego's existing water distribution system in order to determine internal improvements required to distribute water for the Fox River Option and DuPage Water Commission Option. The Joliet and Illinois American sources are anticipated to have internal improvements similar to those under the DPWC option.

As part of this Study, the hydraulic model was updated to reflect the current field conditions of the system, including the addition of developments and capital improvements that have been constructed since the original model was developed. Water customer billing data from 2019-2020 was used to spatially distribute specific water demands within the model. This method of geographical demand assignment more accurately reflects how water demands vary throughout the system than other water model loading methods that have traditionally been utilized. Hydrant testing was performed and field data was used to re-calibrate the model. The Extended Period Simulation, which simulates water operations over 24 -72 hours, was updated to reflect the operations and setpoints used in 2020.

The updated water model was used to verify the internal system improvements identified in the 2018 AECOM report. These internal system improvement recommendations will be discussed in detail in later sections of this report.

9. FOX RIVER OPTION

9.1 Fox River Option Background

The Fox River is used as a source of potable water for public water supply for the City of Elgin and the City of Aurora. Both communities use a combination of water from the Fox River and wells.

In 2016, Engineering Enterprises Inc. (EEI) completed a Sub-Regional Water Supply and Treatment Planning Report that analyzed the Fox River as a potential water source for Montgomery, Oswego, and Yorkville. As detailed in the EEI report, the Fox River Option would include an intake pumping station on the Fox River, a network of backup wells and raw water transmission mains, a lime-softening water treatment plant, and a network of treated water transmission mains to distribute water to each community.

While the specific design recommendations from the EEI report have not been altered, as part of the Study two updates have been made: 1) updates to the demand projections and facility sizing, and 2) the addition of metering stations at connection points.

The EEI report outlined the population projections of the three communities through 2050 and evaluated two demand scenarios: Current Trends and Less Resource Intensive. The Current Trends utilized each community's historical water demand data through 2014 to project the additional water demand based on population growth, whereas the Less Resource Intensive scenario proposed a more conservative approach with a water use per capita of 75 gallons per capita per day (gpcpd) and a maximum to average day ratio of 1.75. The Less Resource Intensive approach was intended to account for increases in water efficiency and water conservation within each community.

The Current Trends scenario included a 32 MGD intake and treatment plant, with eight existing wells and five additional wells shared by all three communities, that would be used to supplement the Fox River. The Less Resource Intensive scenario included a 25 MGD intake and treatment plant, and eight existing wells and three additional wells for supplemental use.

As outlined in Section 1.2, the updated maximum day demand projections of all three communities is 21.14 MGD based on the updated Current Trends water demand scenario. As a result, the facilities and pipelines detailed in the EEI Less Resource Intensive improvements were used as the basis for this Study.

Metering stations at the connection points were not included in the 2016 report but were included in the cost estimates of the 2018 AECOM Report (DWC Option). A metering station is necessary to track the water treated at the regional water treatment plant and delivered to each of the three communities. This Study includes metering stations at each connection point for consistency.

9.2 Fox River Option Overview

For the purpose of the Study, locations for the intake pumping station, water treatment plant, connection points, and transmission main routes remain consistent with the EEI report. Siting of the proposed facilities will be evaluated and finalized during preliminary design after a water source is selected.

9.2.1 Intake Pumping Station and Water Treatment Plant

The sites for the proposed intake pumping station and water treatment plant would be located near the intersection of the Fox River and Orchard Road. This location was chosen for its central location between all three communities, to minimize transmission main costs, equitably distribute the backup well network, and ensure water age in the transmission main network is similar for all three communities. The proposed water source intake for a new Fox River Water Treatment Plant would be located approximately two miles downstream from the Fox Metro Water Reclamation District's outfall.

The intake pumping station and water treatment plant would be sized at 25 MGD to meet 2050 Maximum Day Demands for the three communities.

The proposed water treatment plant would have a combination of lime softening and membrane treatment. Lime softening treats surface water and groundwater to remove hardness, microorganisms, radium, and dissolved organic matter, and is a process used by both the City of Elgin and City of Aurora. Membrane treatment is used as a polishing step to treat any additional particles not removed in the lime softening process. The EEI report determined that a single stage upflow clarifier, such as a ClariCone®, would be a cost effective treatment option.

9.2.2 Backup Well Supply

In the event that withdrawals from the Fox River are restricted due to poor water quality or low river water levels that occur during a drought, a backup water supply will be needed by all three communities. The backup well supply network would be sized to meet the 2050 Average Day Demands with the largest well out of service. The proposed backup well network would consist of a combination of existing and new wells, as follows:

- Montgomery would connect two existing wells and add one additional well
- Oswego would connect four existing wells
- Yorkville would connect two existing wells and add one additional well
- One sub-regional well would be added, with usage split between Yorkville and Oswego

9.2.3 Transmission Mains

The proposed network of raw water transmission mains consists of installation of approximately 13 miles of 12-inch to 24-inch main to collect raw water from the wells and deliver it to the proposed

water treatment plant. Exhibit B shows the proposed routing of the raw water transmission network and a summary of the pipe lengths is included as Table 7.

TABLE 7

Summary of Fox River Options Raw Water Transmission Mains

Diameter	Length (ft)
12"	20,060
16"	18,760
20"	17,160
24"	13,180
Total	69,160

The Fox River Option includes installation of approximately nine miles of 16-inch to 36-inch treated water transmission main, summarized in Table 8. Due to differing hydraulic grade lines, or elevation between the three communities, treated water would be distributed to the three communities through two separate transmission main networks: High Transmission Main Network and Low Transmission Main Network. The High Transmission Main Network would provide water to Montgomery and Oswego's Middle Pressure Zone, with the possibility of a future connection to Yorkville. The Low Transmission Main Network would provide water to Oswego's Low Pressure Zone and Yorkville. Exhibit C shows the proposed layout of the treated water transmission mains.

TABLE 8

Summary of Fox River Option Treated Water Transmission Mains

Diameter	Length (ft)
16"	1,520
24"	17,830
30"	22,020
36"	5,450
Total	47,520

9.2.4 Receiving Stations

At each of the community connection point for this alternative, receiving components would include a metering station to establish the volume of water entering each community's distribution system.

Montgomery would have one connection point, Oswego would have three connection points, and Yorkville would have one immediate connection point and one future connection in the South Pressure Zone. For the purpose of this Study, Yorkville's proposed future connection will be included

in the alternative evaluation and cost estimates. Table 9 summarizes the locations of proposed connection points for the three communities.

TABLE 9
Summary of Fox River Option Receiving Station Locations

Community	Connection Location	Pressure Zone
Montgomery	Orchard Rd/Galena Rd	West
Oswego	Route 34/Arbor Ln	Low
	Route 71/Main St	Middle
	Minkler Rd/Hunt Club Dr	Middle
Yorkville	Route 34/Bristol Ridge Rd	North
	Minkler Rd/Hilltop Rd	South

Due to the proposed location of the water treatment plant, no cost-effective routes were identified for a second connection point for Montgomery. Instead, it was recommended that Montgomery construct interconnects with Oswego. It was also recommended that all three communities construct interconnects where feasible to provide redundancy for the treated water transmission network. Interconnect locations were not included in the EEI report and were not included in the Study.

As mentioned above, Yorkville's South Pressure Zone connection point is recommended for some time in the future. Due to the higher hydraulic grade line of Yorkville's South Pressure Zone, a booster pump station will be required in order to make the connection. Specific details of the proposed booster pump station were not included in the EEI report.

9.3 Sustainability of Water

As detailed in the 2016 EEI report, the ISWS has conducted water modeling for the Fox River and has determined the river is a sustainable water source, capable of meeting the Average and Maximum Day Demands of Montgomery, Oswego, and Yorkville during normal conditions.

However, there may be times that backup wells are required due to poor water quality or times of low river flow during drought. The IDNR requires a Public Water Supply Permit for any withdrawal from a public waterway such as the Fox River. For the times when the Fox River's flow is reduced, the IDNR uses the 7Q10, or "7 day 10 year low flow" to quantify how much water flows during periods of drought. Partial or full restrictions would be placed by IDNR on the withdrawal rates when the river falls below the 7Q10. During these times, the communities would need to rely on water produced from the network of backup wells.

Because the water treatment plant would be operated by the three communities, they would have direct control over water supply rate and could increase or decrease the water supply rate as needed to meet peak demands.

As detailed in Section 9.2, a network of backup wells would be required to supplement the withdrawals from the Fox River. The three communities would be able to abandon the remaining wells and associated treatment plants that are not connected to the raw water network.

Redundancy will be built into many facets of the water treatment plant and water transmission networks. Interconnects between the three communities, most importantly between Montgomery and Oswego, are recommended to provide redundancy in the event that treated water transmission mains are out of service.

9.4 Water Quality and Permitting

The raw water from the Fox River is considered to be very hard, with a hardness ranging from 260 to 400 mg/L as Calcium Carbonate (CaCO_3). The target hardness of the treated water is 100-130 mg/L as CaCO_3 , similar to the finished water hardness within the existing Montgomery and Yorkville systems. The target hardness is significantly lower than the hardness in Oswego's existing system, which ranges from 200-260 mg/L as CaCO_3 . This reduction in water hardness could allow Oswego residents to remove their water softeners.

As detailed in Section 3.2, the water treatment process would consist of lime softening and membrane treatment. This type of treatment requires a Class A Drinking Water Operator license. A Class A operator is required to demonstrate the necessary skills, knowledge, ability, and judgment of the chemical, biological, and physical sciences essential to the practical mechanics of coagulation, sedimentation, lime softening, ultraviolet disinfection, membrane filtration, chemical feed, calculation of dosage and distribution, in addition to the requirements of Class B, Class C, and Class D certification.

The proposed water source intake for a new Fox River Water Treatment Plant is located approximately two miles downstream from the Fox Metro Water Reclamation district's outfall. The IEPA noted that there are no rules that require a set distance from the Fox Metro outfall. It should be noted however, that there is some amount of risk in the event a surcharge or breach in Fox Metro's National Pollutant Discharge Elimination System Permit allows a higher level of contamination to occur into the proposed Surface Water Treatment Plant's intake that it may not be equipped to treat.

The Fox River experiences seasonal changes in water quality, such as taste and odor variations caused by algae or other organic matter. In the event of poor water quality, the backup wells would be used to supplement or replace the withdrawals from the river.

The IDNR requires a Public Water Supply Permit for any withdrawal from a public waterway such as the Fox River, and has a specific low flow withdrawal cut-off known as the 7Q10. The 7Q10 flow is the annual minimum 7-day average flow with a 10-year recurrence interval, and has been modeled and updated by the Illinois State Water Survey (ISWS).

Additional requirements include a Public Notice and an Incidental Take Authorization (ITA), which assesses whether the waterway contains threatened and endangered species that are impacted by

the reduced water levels. The ITA is permitted through the United States Army Corps of Engineers (USACE) and would come after the Public Water Supply Permit application through the IDNR.

In certain cases, if the surface water treatment plant intake is exposed under low flow conditions, a special condition may be placed on the permit that provides a safety plan to address any dangers to the public.

According to the IEPA, there has only been one new surface water treatment plant in the past 20 years, and there are currently no exact rules and/or procedures that govern the permitting process of a new surface water treatment plant. Any interest in new surface water plants must undergo a more detailed case review by the IEPA for water quality data and testing, and would be subject to continuous process and dialogue with the agency.

The IEPA estimates that one year of monitoring and sampling would be sufficient, and there are certain sampling requirements that extend beyond the construction of the source water intake that could cause a later failure or additional requirements. In addition, a list of parameters for regulated and unregulated items to be sampled on specific frequencies needs to be established with the IEPA. Finally, certain emerging water quality criteria were noted:

- PFAS (per and polyfluoroalkyl substances), a requirement starting September 21, 2020
- Algae count
- Toxicity
- Personal Care and Pharmaceutical
- Cryptosporidium monitoring required for two years after the source water intake is installed

The permitting, sampling, and general requirements would be a costly and time consuming process that could potentially impact the timeline and cost of the surface water treatment plant.

9.5 Governance and Operational Responsibility

Several governance models are available for the three communities with the Fox River Option, including a joint action water agency (JAWA), water district, or water commission. If the Fox River Option is selected, it is recommended that the three communities evaluate the available governance models, select the most appropriate for the sub-region, and work through the development of the agency early in the implementation timeline. This study assumes that all three communities will own and operate the plant as a joint agency. However, there could be optional scenarios where one community owns the system and sells wholesale water to the other communities. These details will need to be negotiated if the Fox River Option is selected.

Regardless of the governance model selected, the three communities would maintain complete control over the water source, water treatment, and water distribution infrastructure. The three communities would be responsible for all decisions regarding the operations and maintenance of the water supply system.

9.6 Timeline

Overall, the estimated timeline for the Fox River Option is between 9 and 11 years. Aside from the threats to the aquifer detailed in Part 1, there are no constraints or deadlines on the selection of the Fox River Option.

Based on the demand projections detailed in the Study, it is projected that Oswego's demands will exceed its current well supply capacity before the Fox River Option is available. If the Fox River is selected, Oswego will likely require a new well prior to the Fox River Option coming online.

9.7 Oswego Internal Improvements

The 2018 AECOM report included a hydraulic analysis of Oswego's existing water distribution system in order to determine internal improvements required to distribute water for the Fox River Option and DuPage Water Commission Option. The AECOM report concluded that approximately 11,000 feet of water main improvements would be required to effectively move water and maintain adequate operating pressures within the distribution system. Of the 11,000 feet of required improvements, approximately 6,700 feet of upsized piping would be required immediately. The remaining 4,300 feet of upsized piping would be required sometime before 2050, depending on future Oswego demands. For the purpose of this Study, the proposed future water main upsizing will be included in the alternative evaluation and cost estimates.

Water storage facilities provide water to meet peak hourly demands, water for fire protection, and a reserve capacity for emergencies. Currently, the Village of Oswego has five elevated water tanks with a combined volume of 5.3 MG. While not contractually required for the Fox River Option, a common design criteria for water storage recommendations is to maintain a storage volume equal to two times the average day use. For Oswego's current demands, this equates to 4.8 MG. Using Oswego's projected 2050 demands, the recommended volume equates to 7.5 MG, meaning that Oswego should plan to construct additional storage before 2050. For the purpose of this Study, it is assumed that Oswego will construct an additional volume of 3.0 MG.

10. DUPAGE WATER COMMISSION OPTION

10.1 DuPage Water Commission Option Background

The DuPage Water Commission (DWC) is an existing commission that was established in 1992. The DWC receives treated Lake Michigan water from the City of Chicago and pumps water out to 23 charter customers and six subsequent wholesale customers. The DWC provides water to a service area of more than 300 square miles and a population of nearly one million people.

The water serving DWC travels from the Jardine Water Purification plant to the Central Park Pumping Station and then to the Lexington Pumping Station. After the Lexington Pumping Station, water travels through two transmission mains, 90-inches and 72-inches in diameter. The water is delivered to the DuPage County Pumping Station in Elmhurst before it is pumped through the DWC transmission system. The DuPage County Pumping Station has two 15 MG reservoirs and a pumping capacity of 185 MGD, with an average day demand of 71 MGD. The DWC system consists of 202 miles of 12-inch to 90-inch water mains, 82 remote metering stations, five standpipes totaling 32.5 MG, and one remote pumping station with an emergency interconnection to Schaumburg.

In 2017, AECOM Technical Services, Inc. (AECOM) completed a feasibility study to evaluate an alternative for Oswego and Yorkville to receive Lake Michigan water via DWC. An amendment to the study was issued in 2018 to update demand projects, add Montgomery to the alternative, and evaluate internal system improvements for Oswego.

As detailed in the AECOM report, the DWC Option would include a new transmission main and receiving stations at each of the three communities' connection points. The three communities would pay for the construction of required facilities and DWC would own, operate, and maintain the facilities outside of the receiving stations.

The specific design recommendations from the AECOM report have not been altered as part of the Study but updates have been made to include all internal pumping, storage, and water main improvements required to meet 2050 demands. It is important to note that DWC has indicated that improvements may be needed to their system to meet future demands of Montgomery, Oswego, and Yorkville including the future demands of their current customers. Details and costs for these potential future system improvements are not included in this analysis.

The demand projections detailed in the 2018 AECOM report are summarized in Table 9. As outlined in Section 1.2, the CL/LRI demand projections used in this Study are lower than those projected in the 2018 AECOM report. For the purpose of this Study, all internal improvements have been sized in accordance with the CL/LRI demand projections. The transmission main sizing in the 2018 AECOM report has not been updated. If the DWC Option is selected, it is recommended that the DWC's hydraulic model is updated and used to reevaluate transmission main sizing.

TABLE 10
AECOM (2018) Water Demand Projection

Parameter		Montgomery	Oswego	Yorkville	Total
2020	Average Day (MGD)	2.6	3.5	2.1	8.2
	Maximum Day (MGD)	3.6	6.0	3.6	13.2
2050	Average Day (MGD)	3.8	8.2	5.4	17.4
	Maximum Day (MGD)	6.8	13.9	9.2	29.2

10.2 DuPage Water Commission Option Overview

For the purpose of the Study, locations for the supply point, receiving station/connection points, and transmission main routes remain consistent with the 2018 AECOM report. Siting of the proposed facilities will be evaluated and finalized during preliminary design after a water source is selected.

10.2.1 Supply Point

The proposed supply point for Montgomery, Oswego, and Yorkville is at the current DWC transmission main system in Naperville, near the intersection of 75th Street and Book Road. The supply point would belong to DWC.

10.2.2 Transmission Mains

The DWC Option includes approximately 29 miles of new 16-inch to 48-inch water mains to deliver water from the existing DWC transmission system to Montgomery, Oswego, and Yorkville. A summary of pipe lengths is included as Table 11. Exhibit D shows the proposed layout of the water transmission mains.

TABLE 11
Summary of DWC Option Transmission Mains

Diameter	Length (ft)
16"	12,730
20"	4,540
24"	33,400
30"	13,180
36"	49,380
48"	40,310
Total	153,540

10.2.3 Receiving Stations

A total of seven receiving stations are proposed for the DWC Option. With the exception of Oswego's High Pressure Zone connection, it is assumed that each connection point would require a metering station. Due to the higher hydraulic grade line of Oswego's High Pressure Zone, booster pumps will be required within the receiving station; it is assumed that the receiving station would include storage and a pumping station.

TABLE 12
Summary of DWC Option Receiving Stations

Community	Connection Location	Pressure Zone
Montgomery	Hill Ave/Goodwin Dr	East
	Orchard Rd/Galena Rd	West
Oswego	Orchard Rd/Tuscany Tr	Low
	Sudbury Cir/Cole Ave	Middle
	Ogden Falls Blvd/Waterbury Cir	High
Yorkville	Lehman Crossing/Berrywood Ln	North
	Tremont Ave/Country Hills Dr	South

10.3 Sustainability of Water

As discussed in the Part 1 report, Lake Michigan is an important water source providing water to more than 6.6 million Illinois residents. As detailed in the Part 1 report, the three communities would be eligible for a Lake Michigan allocation under the IDNR Rules. Lake Michigan supplies are not subject to drought restrictions.

DWC requires the following for its customers to limit their Maximum Day to Average Day (MDD:ADD) ratio to 1.70. Currently, the MDD:ADD ratios for Montgomery, Oswego, and Yorkville are 1.71, 2.12, and 2.39, respectively. DWC also requires its customers to take at least 50% of their Lake Michigan allocation. DWC would also require the three communities to receive water at a constant supply rate. The three communities would not be able to increase or decrease the water supply rates to meet peak hour demands and would rely on water storage during times of peak demand. DWC requires a minimum of two average days of supply storage.

The three communities could maintain their wells to use as individual backup supplies, in the event of planned or unplanned outages in the DWC supply that exceed available water storage volumes. It is typically recommended that the backup wells have enough capacity to meet average day demands. The wells would require routine testing and inspections.

TABLE 13
Summary of DWC Requirements

Criteria	Requirements
Max Day/Avg Day Ratio	1.7
Flow Rate	Continuous Flow Rate
Storage	2 Average Days Volume
Backup Wells	Don't allow blending between water sources. Back up wells are encouraged for emergency operations

DWC provides redundancy through the existing looped transmission system with parallel supply tunnels from the City of Chicago. The DWC Option does not include a redundant feed from the existing DWC transmission system, meaning that a single transmission main would supply the three communities. DWC has established emergency response protocols, as outlined below:

- Maintains an inventory of repair materials for all pipe sizes and materials in the system
- Trained field crews on 24-hour call for emergency shutdowns
- Multiple on-call contracts with underground contractors for major pipeline repairs
- Three incoming electrical service lines and five standby generators for backup power supply

10.4 Water Quality and Permitting

Lake Michigan is considered a high quality surface water source. Lake Michigan water does not contain detectable levels of radium or other radioactive elements, and has lower hardness, typically 140 mg/L as CaCO₃, which means that softening of any kind may not be necessary with this source. Water from the City of Chicago has a similar hardness to the finished water hardness within the existing Montgomery and Yorkville systems. Lake Michigan hardness is lower than the hardness in Oswego's existing system, which ranges from 200-260 mg/L as CaCO₃. This reduction in water hardness could allow Oswego residents to remove their water softeners. The City of Chicago's water treatment system meets all USEPA and IEPA drinking water health standards.

With the DWC Option, the communities would purchase Lake Michigan water treated at the City of Chicago's Jardine Water Purification Plant. It is assumed that the three communities would need to boost chlorine at the receiving stations in order to maintain IEPA required minimum disinfection residual within their distribution systems. This type of treatment requires a Class C Drinking Water Operator license. A Class C operator is required to demonstrate the necessary skills, knowledge, ability, and judgment of the chemical, biological, and physical sciences essential to the practical mechanics of chemical feeding, calculation of dosage and distribution, in addition to the requirements of Class D certification.

The City of Chicago's raw water intakes are located approximately two miles off the shore of Lake Michigan. Due to the significant volume of Lake Michigan, the raw water quality is seasonally consistent and unlikely to be impacted by drought or extreme rain events.

As detailed in the Part 1 report, the IDNR administers the Lake Michigan allocation process in the state of Illinois. Allocation permit applications are submitted to IDNR, which then reviews the application and holds a public allocation hearing for each applicant. After review of the permit application, the IDNR determines anticipated water needs for each applicant based on the following criteria:

- Current and projected population; current and projected per capita consumption
- The nature and extent of industrial uses; municipal and hydrant uses
- Implementation of conservation practices and non-revenue water flows (required to be 10% or less of net annual pumpage)

IDNR also determines the duration of each allocation permit (typical permit duration is 20 years). Compliance with Lake Michigan allocation requirements is reviewed annually by IDNR. The conditions of an allocation permit can be modified if a permittee demonstrates a substantial change in circumstances resulting in a change in water needs.

The Chicago Department of Water Management is constantly monitoring and testing the quality of Chicago's drinking water. The City completed a two-year water quality study to monitor emerging contaminants, including Endocrine Disrupting Chemicals, Pharmaceuticals, and Personal Care Products. The City also monitors for chromium-6.

The IEPA would require permits for the construction and operation of new water supply facilities, including the transmission mains, receiving stations, and storage facilities. A corrosion control study will be required for any of the alternatives selected.

10.5 Governance and Operational Responsibility

A Board of Commissioners governs the DuPage Water Commission, which consists of 12 Commissioners and a Chairman. The DuPage County Board Chairman, with the approval of the DuPage County Board, appoints the Commission Chairman and six Commissioners, representing each County Board District. The remaining six Commissioners are elected by the mayors/presidents of the municipalities within their County Board District. The Commission is a separate, independent unit of government established through an intergovernmental agreement. In order for Montgomery, Oswego, and Yorkville to become members, DWC would likely need to change their governance structure to include representation for Kendall and Will counties, which requires state law to be modified.

DWC would own, operate, and maintain the infrastructure from their system up to the DWC meter. Once water travels 10 feet beyond the DWC meter, the water becomes the property and responsibility of the receiving utility.

DWC's water supply contract with the City of Chicago runs through 2024, after which it can be extended for a like term or additional 40 years. The contracts of all Commission customers run through 2024.

10.6 Timeline

The overall estimated timeline for implementing the DWC Option is anticipated to be four to five years after a source is selected. There are no known constraints on the selection timeline of the DWC Option. If the DWC Option is selected, it is unlikely that Oswego will need a new well prior to the switching to the DWC supply, provided the regional group agrees to proceed forward with DWC in a timely manner.

10.7 Oswego Internal Improvements

The 2018 AECOM report included a hydraulic analysis of Oswego's existing water distribution system in order to determine internal improvements required to distribute water for the Fox River Option and DuPage Water Commission Option. The AECOM report concluded that approximately 7,900 feet of water main improvements would be required to effectively move water and maintain adequate operating pressures within the distribution system. Of the 7,900 feet of required improvements, approximately 4,300 feet of upsized piping would be required immediately. The remaining 3,600 feet of upsized piping would be required sometime before 2050, depending on future Oswego demands. For the purpose of this Study, the proposed future water main upsizing will be included in the alternative evaluation and cost estimates.

Water storage facilities provide water to meet peak hourly demands, water for fire protection, and a reserve capacity for emergencies. Currently, the Village of Oswego has five elevated water tanks with a combined volume of 5.3 MG. DWC requires members to maintain a storage volume equal to two times the average day use. For Oswego's current demands, this equates to 4.8 MG. Using Oswego's projected 2050 demands, the recommended volume equates to 7.5 MG, meaning that Oswego should plan to construct additional storage before 2050. For the purpose of this Study, it is assumed that Oswego will construct 1.0 MG in storage at the High Pressure Zone receiving station, along with an additional volume of 2.0 MG at another location in the system.

11. JOLIET WATER COMMISSION OPTION

11.1 Joliet Water Commission Background

Like Montgomery, Oswego, and Yorkville, the City of Joliet uses the deep sandstone aquifer as its primary source of water. Groundwater modeling by ISWS has projected that the aquifer will not be able to meet Joliet's maximum day water demands by 2030.

The City of Joliet began its Alternative Water Source Study in 2018, evaluating 14 alternatives in Phase I and taking a deeper look at five of the alternatives in Phase II. In January 2021, Joliet selected Lake Michigan water via the City of Chicago. Preliminary engineering for the chosen source is underway, including sizing, siting, and routing for the improvements and evaluating funding strategies.

Joliet is currently working with other communities in the region to develop a proposed water commission. The regional group is working to define critical elements of the commission, including the governance structure, and is targeting to have regional governmental agreements approved by the end of 2021. A decision to join the Joliet Water Commission must be made by the end of 2021.

11.2 Joliet Water Commission Option Overview

For the purpose of the Study, locations for the receiving stations remain consistent with the other Lake Michigan alternatives (DWC Option and Illinois American Water Option) to standardize the alternatives. Siting of the proposed facilities will be evaluated and finalized during preliminary design after a water source is selected.

11.2.1 Supply Point

In order for the Joliet Water Commission to receive water from Chicago, a transmission main would be constructed from the Southwest Pumping Station to the Joliet Water Commission network. The proposed supply point for Montgomery, Oswego, and Yorkville has not yet been finalized. The supply point would belong to the Joliet Water Commission.

11.2.2 Transmission Mains

The route for the Joliet Water Commission Option has not yet been finalized.

11.2.3 Receiving Stations

A total of seven receiving stations are proposed for the Joliet Water Commission Option. Details on the facilities required at each receiving station will be updated once hydraulic modeling of the Joliet Water Commission network has been finalized by the Joliet engineering team. The locations of the receiving stations are summarized in Table 14.

TABLE 14

Summary of Joliet Water Commission Option Receiving Stations

Community	Connection Location	Pressure Zone
Montgomery	Hill Ave/Goodwin Dr	East
	Orchard Rd/Galena Rd	West
Oswego	Orchard Rd/Tuscany Tr	Low
	Sudbury Cir/Cole Ave	Middle
	Ogden Falls Blvd/Waterbury Cir	High
Yorkville	Lehman Crossing/Berrywood Ln	North
	Tremont Ave/Country Hills Dr	South

11.3 Sustainability of Water

As discussed in the Part 1 report, Lake Michigan is an important water source providing water to more than 6.6 million Illinois residents. As detailed in the Part 1 report, the three communities would be eligible for a Lake Michigan allocation under the IDNR Rules. Lake Michigan supplies are not subject to drought restrictions, but conservation ordinances are required to receive an allocation. Details on water conservation requirements will be discussed in future part of this comprehensive Study.

The Joliet Water Commission Option would have sufficient capacity to supply Montgomery, Oswego, and Yorkville's through 2050. While the commission is still being formed, assumptions have been made based on proposed commission guidelines made by the Technical Advisory Group (TAG). Twelve communities are currently being evaluated by the TAG, summarized in Table 15.

TABLE 15

Communities Participating in Technical Advisory Group

Channahon	Crest Hill	Homer Glen	Joliet
Lemont	Minooka	Montgomery	Oswego
Rockdale	Romeoville	Shorewood	Yorkville

As presented at the April 8, 2021, TAG meeting, a MDD:ADD ratio of 1.7 was proposed, with a surcharge assessed to communities that exceed 1.7. The surcharge would be calculated annually to reflect the difference in cost of service under the water supply agreement with Chicago attributable to excess peaking. Currently, the MDD:ADD ratios for Montgomery, Oswego, and Yorkville are 1.71, 2.12, and 2.39, respectively.

The TAG proposed that members would be required to receive water at a constant daily supply rate. The three communities would not be able to increase or decrease the water supply rates to meet

peak hour demands and would rely on water storage during times of peak demand. The TAG also proposed that members would be required to maintain a minimum of two average days of supply storage.

The three communities could maintain their wells to use as individual backup supplies, in the event of planned or unplanned outages in the Joliet Water Commission supply that exceed available water storage volumes. It is typically recommended that the backup wells have enough capacity to meet average day demands. The wells would require routine testing and inspections.

The Joliet Water Commission would be served by a single transmission main from the City of Chicago. The Joliet Water Commission Option does not include a redundant feed from the proposed Joliet Water Commission transmission system, meaning that a single transmission main would supply the three communities. Emergency repair protocols will be developed once the commission is formed.

TABLE 16

Summary of Joliet Water Commission Currently Proposed Requirements

Criteria	Proposed Requirements
Max Day/Avg Day Ratio	1.7 with a surcharge if exceeded
Flow Rates	Continuous Flow Rate
Storage	2 Average Days Volume
Backup Wells	Back up wells are encouraged for emergency operations

11.4 Water Quality and Permitting

Lake Michigan is considered a high quality surface water source. Lake Michigan water does not contain detectable levels of radium or other radioactive elements, and has lower hardness, typically 140 mg/L as CaCO₃, which means that softening of any kind may not be necessary with this source. Water from the City of Chicago has a similar hardness to the finished water hardness within the existing Montgomery and Yorkville systems. Lake Michigan hardness is lower than the hardness in Oswego's existing system, which ranges from 200-260 mg/L as CaCO₃. This reduction in water hardness could allow Oswego residents to remove their water softeners. The City of Chicago's water treatment system meets all USEPA and IEPA drinking water health standards.

With the Joliet Water Commission Option, the communities would purchase Lake Michigan water treated at the City of Chicago's Eugene Sawyer Water Purification Plant. It is assumed that the three communities would need to boost chlorine at the receiving stations in order to maintain IEPA required minimum disinfection residual within their distribution systems. This type of treatment requires a Class C Drinking Water Operator license. A Class C operator is required to demonstrate the necessary skills, knowledge, ability, and judgment of the chemical, biological, and physical sciences essential to the practical mechanics of chemical feeding, calculation of dosage and distribution, in addition to the requirements of Class D certification.

The City of Chicago's raw water intakes are located approximately two miles off the shore of Lake Michigan. Due to the significant volume of Lake Michigan, the raw water quality is seasonally consistent and unlikely to be impacted by drought or extreme rain events.

The Chicago Department of Water Management is constantly monitoring and testing the quality of Chicago's drinking water. The City completed a two-year water quality study to monitor emerging contaminants, including Endocrine Disrupting Chemicals, Pharmaceuticals, and Personal Care Products. The City also monitors for chromium-6.

As detailed in the Part 1 report, the IDNR administers the Lake Michigan allocation process in the state of Illinois. Allocation permit applications are submitted to IDNR, which then reviews the application and holds a public allocation hearing for each applicant. After review of the permit application, the IDNR determines anticipated water needs for each applicant based on the following criteria:

- Current and projected population; current and projected per capita consumption
- The nature and extent of industrial uses; municipal and hydrant uses
- Implementation of conservation practices and non-revenue water flows (required to be 10% or less of net annual pumpage)

IDNR also determines the duration of each allocation permit (typical permit duration is 20 years). Compliance with Lake Michigan allocation requirements is reviewed annually by IDNR. The conditions of an allocation permit can be modified if a permittee demonstrates a substantial change in circumstances resulting in a change in water needs.

The IEPA would require permits for the construction and operation of new water supply facilities, including the transmission mains, receiving stations, and storage facilities. A corrosion control study will be required for any of the alternatives selected.

11.5 Governance and Operational Responsibility

A regional governance structure is in formation over the course of 2021 to allow the Joliet Water Commission to be established in January 2022.

The Joliet Water Commission would own, operate, and maintain the infrastructure from their system up to the receiving stations.

11.6 Timeline

The Joliet Water Commission is being formed over the course of 2021 and is targeting to complete construction and start using Lake Michigan water in 2030. This option requires a commitment from Montgomery, Oswego, and Yorkville by the end of 2021.

Based on the demand projections detailed in the Study, it is projected that Oswego's demands will exceed its current well supply capacity before the Joliet Water Commission Option is available. If the Joliet Water Commission is selected, Oswego will likely require a new well prior to the Joliet Water Commission Option coming online.

11.7 Oswego Internal Improvements

As detailed in Section 11.2, the receiving station locations have been kept consistent for the three Lake Michigan alternatives. Therefore, the internal improvements required for the Joliet Water Commission Option are consistent with the improvements recommended in the 2018 AECOM report for the DWC Option.

The AECOM report concluded that approximately 7,900 feet of water main improvements would be required to effectively move water and maintain adequate operating pressures within the distribution system. Of the 7,900 feet of required improvements, approximately 4,300 feet of upsized piping would be required immediately. The remaining 3,600 feet of upsized piping would be required sometime before 2050, depending on future Oswego demands. For the purpose of this Study, the proposed future water main upsizing will be included in the alternative evaluation and cost estimates.

Water storage facilities provide water to meet peak hourly demands, water for fire protection, and a reserve capacity for emergencies. Currently, the Village of Oswego has five elevated water tanks with a combined volume of 5.3 MG. For the purpose of this study, it is assumed that the Joliet Water Commission will require members to maintain a storage volume equal to two times the average day use. For Oswego's current demands, this equates to 4.8 MG. Using Oswego's projected 2050 demands, the recommended volume equates to 7.5 MG, meaning that Oswego should plan to construct additional storage before 2050. For the purpose of this Study, it is assumed that Oswego will construct 1.0 MG in storage at the High Pressure Zone receiving station, along with an additional volume of 2.0 MG at another location in the system. Note as the Joliet supply information is still being developed, the receiving stations and storage assumptions may need to be revised and updated.

12. ILLINOIS AMERICAN WATER OPTION

12.1 Illinois American Water Option Background

Illinois American Water is a private water company that delivers water and wastewater services to 1.3 million people in Illinois. A private water company is able to recover a profit. In the region, Illinois American Water receives Lake Michigan water from the City of Chicago via Bedford Park and provides water to Plainfield, Bolingbrook, and Homer Glen. Illinois American Water is currently evaluating the system capacity and determining the improvements required to meet the present and future demands of Montgomery, Oswego, and Yorkville.

12.2 Illinois American Water Option Overview

For the purpose of the Study, locations for the receiving stations remain consistent with the other Lake Michigan alternatives (DWC Option and Joliet Water Commission Option) to standardize the alternatives comparison. Siting of the proposed facilities will be evaluated and finalized during preliminary design after a water source is selected.

12.2.1 Supply Point

The proposed supply point for Montgomery, Oswego, and Yorkville has not yet been finalized, but is proposed at the end of an Illinois American Water transmission main in Plainfield near the intersection of 127th Street and Naperville Road. The ownership of the supply point is not yet defined.

12.2.2 Transmission Mains

The route for the Illinois American Water Option has not yet been defined.

12.2.3 Receiving Stations

A total of seven receiving stations are proposed for the Illinois American Water Option. Details on the facilities required at each receiving station will be updated once hydraulic modeling has been finalized by Illinois American Water's engineer. The locations of the receiving stations are summarized in Table 17.

TABLE 17

Summary of Illinois American Water Option Receiving Stations

Community	Connection Location	Pressure Zone
Montgomery	Hill Ave/Goodwin Dr	East
	Orchard Rd/Galena Rd	West
Oswego	Orchard Rd/Tuscany Tr	Low
	Sudbury Cir/Cole Ave	Middle
	Ogden Falls Blvd/Waterbury Cir	High
Yorkville	Lehman Crossing/Berrywood Ln	North
	Tremont Ave/Country Hills Dr	South

12.3 Sustainability of Water

As discussed in the Part 1 report, Lake Michigan is an important water source providing water to more than 6.6 million Illinois residents. As detailed in the Part 1 report, the three communities would be eligible for a Lake Michigan allocation under the IDNR Rules. Lake Michigan supplies are not subject to drought restrictions but conservation ordinances are required to receive an allocation. Details on water conservation requirements will be discussed in future part of this comprehensive Study.

Illinois American Water is still evaluating the capacity of their existing system and the improvements that would be required to meet the current and future demands of Montgomery, Oswego, and Yorkville.

The three communities could maintain their wells to use as individual backup supplies, in the event of planned or unplanned outages in the Illinois American Water supply that exceed available water storage volumes. It is typically recommended that the backup wells have enough capacity to meet average day demands. The wells would require routine testing and inspections.

The Illinois American Water Option does not include a redundant feed. Illinois American Water's emergency response protocols have not yet been defined.

TABLE 18

Summary of Illinois American Water Possible Requirements

Criteria	Proposed Requirements
Max Day/Avg Day Ratio	1.7
Flow Rates	Continuous Flow Rate
Storage	2 Average Days Volume
Backup Wells	Back up wells are encouraged for emergency operations

12.4 Water Quality and Permitting

Lake Michigan is considered a high quality surface water source. Lake Michigan water does not contain detectable levels of radium or other radioactive elements, and has lower hardness, typically 140 mg/L as CaCO₃, which means that softening of any kind may not be necessary with this source. Water from the City of Chicago has a similar hardness to the finished water hardness within the existing Montgomery and Yorkville systems. Lake Michigan hardness is lower than the hardness in Oswego's existing system, which ranges from 200-260 mg/L as CaCO₃. This reduction in water hardness could allow Oswego residents to remove their water softeners. The City of Chicago's water treatment system meets all USEPA and IEPA drinking water health standards.

With the Illinois American Water Option, the communities would purchase Lake Michigan water treated at the City of Chicago's Eugene Sawyer Water Purification Plant. It is assumed that the three communities would need to boost chlorine at the receiving stations in order to maintain IEPA required minimum disinfection residual within their distribution systems. This type of treatment requires a Class C Drinking Water Operator license. A Class C operator is required to demonstrate the necessary skills, knowledge, ability, and judgment of the chemical, biological, and physical sciences essential to the practical mechanics of chemical feeding, calculation of dosage and distribution, in addition to the requirements of Class D certification.

The City of Chicago's raw water intakes are located approximately two miles off the shore of Lake Michigan. Due to the significant volume of Lake Michigan, the raw water quality is seasonally consistent and unlikely to be impacted by drought or extreme rain events.

As detailed in the Part 1 report, the IDNR administers the Lake Michigan allocation process in the state of Illinois. Allocation permit applications are submitted to IDNR, which then reviews the application and holds a public allocation hearing for each applicant. After review of the permit application, the IDNR determines anticipated water needs for each applicant based on the following criteria:

- Current and projected population; current and projected per capita consumption
- The nature and extent of industrial uses; municipal and hydrant uses
- Implementation of conservation practices and non-revenue water flows (required to be 10% or less of net annual pumpage)

IDNR also determines the duration of each allocation permit (typical permit duration is 20 years). Compliance with Lake Michigan allocation requirements is reviewed annually by IDNR. The conditions of an allocation permit can be modified if a permittee demonstrates a substantial change in circumstances resulting in a change in water needs.

The Chicago Department of Water Management is constantly monitoring and testing the quality of Chicago's drinking water. The City completed a two-year water quality study to monitor emerging contaminants, including Endocrine Disrupting Chemicals, Pharmaceuticals, and Personal Care Products. The City also monitors for chromium-6.

The IEPA would require permits for the construction and operation of new water supply facilities, including the transmission mains, receiving stations, and storage facilities. A corrosion control study will be required for any of the alternatives selected.

12.5 Governance and Operational Responsibility

The governance structure for this Option is not yet defined. The three communities would be wholesale customers of Illinois American Water. Maintenance of the supply system infrastructure is open for negotiation with Illinois American Water. Some communities maintain and operate their own system while other communities, like Bolingbrook, are provided maintenance and operation services by Illinois American Water. The Illinois Commerce Commission (ICC) oversees private utility companies and would regulate the water rates charged by Illinois American Water.

12.6 Timeline

The overall estimated timeline for implementing the Illinois American Water Option is anticipated to be four to five years after a source is selected. There are no known constraints on the selection timeline of the Illinois American Water Option. If the Illinois American Water Option is selected, it is unlikely that Oswego will need a new well prior to the switching to the Illinois American Water supply.

12.7 Oswego Internal Improvements

As detailed in Section 11.2, the receiving station locations have been kept consistent for the three Lake Michigan alternatives. Therefore, the internal improvements required for the Illinois American Water Option are consistent with the improvements recommended in the 2018 AECOM report for the DWC Option.

The AECOM report concluded that approximately 7,900 feet of water main improvements would be required to effectively move water and maintain adequate operating pressures within the distribution system. Of the 7,900 feet of required improvements, approximately 4,300 feet of upsized piping would be required immediately. The remaining 3,600 feet of upsized piping would be required sometime before 2050, depending on future Oswego demands. For the purpose of this Study, the proposed future water main upsizing will be included in the alternative evaluation and cost estimates.

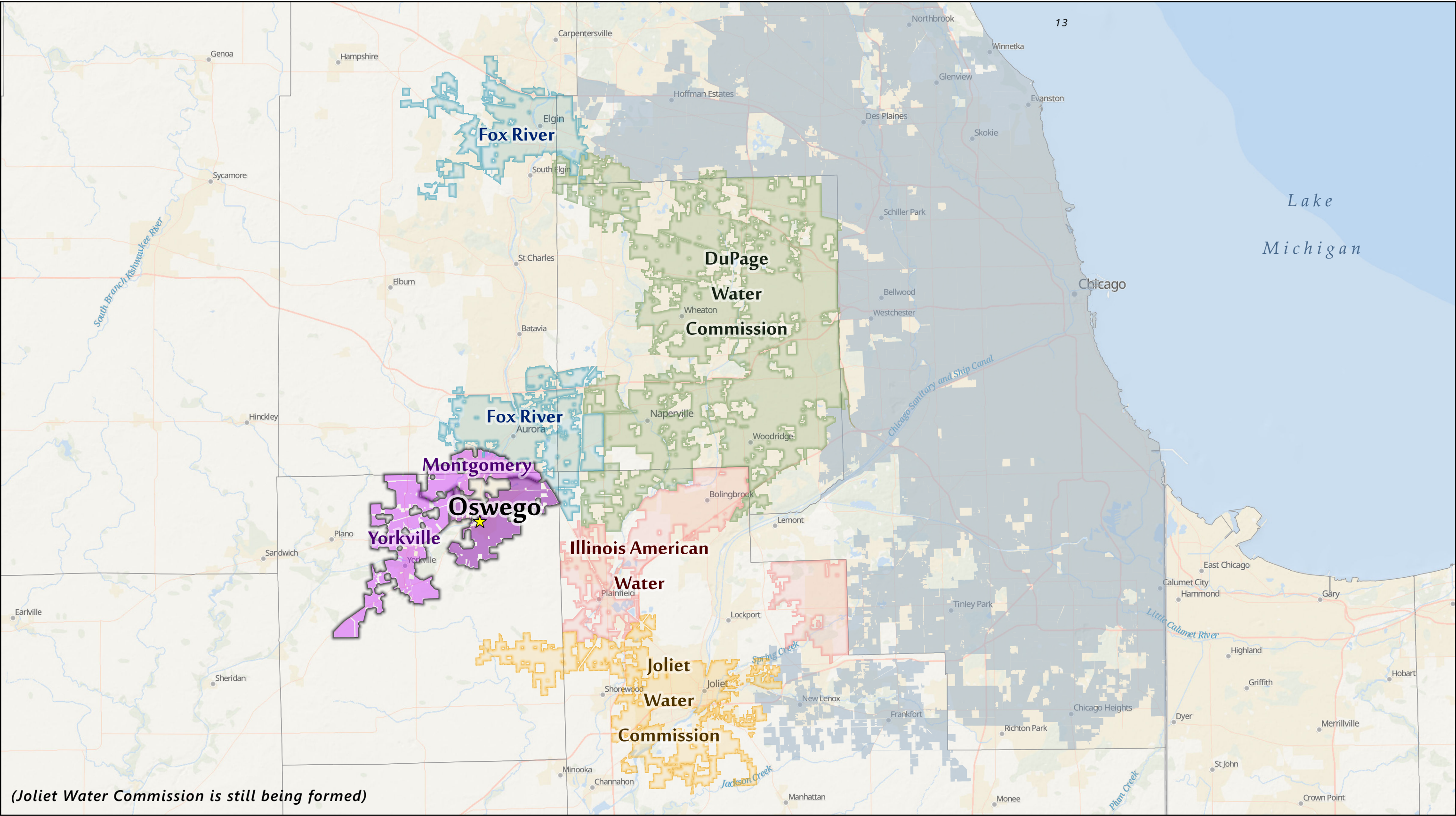
Water storage facilities provide water to meet peak hourly demands, water for fire protection, and a reserve capacity for emergencies. Currently, the Village of Oswego has five elevated water tanks with a combined volume of 5.3 MG. For the purpose of this study, it is assumed that the Joliet Water Commission will require members to maintain a storage volume equal to two times the average day use. For Oswego's current demands, this equates to 4.8 MG. Using Oswego's projected 2050 demands, the recommended volume equates to 7.5 MG, meaning that Oswego should plan to construct additional storage before 2050. For the purpose of this Study, it is assumed that Oswego will construct 1.0 MG in storage at the High Pressure Zone receiving station, along with an additional

volume of 2.0 MG at another location in the system. Note as the Illinois American supply information is still being developed, the receiving stations and storage assumptions may need to be revised and updated.

DRAFT

EXHIBITS

EXHIBIT A



(Joliet Water Commission is still being formed)

Source(s): Kane Co. GIS, Kendall Co. GIS, DuPage Co. GIS, Cook Co. GIS, Esri

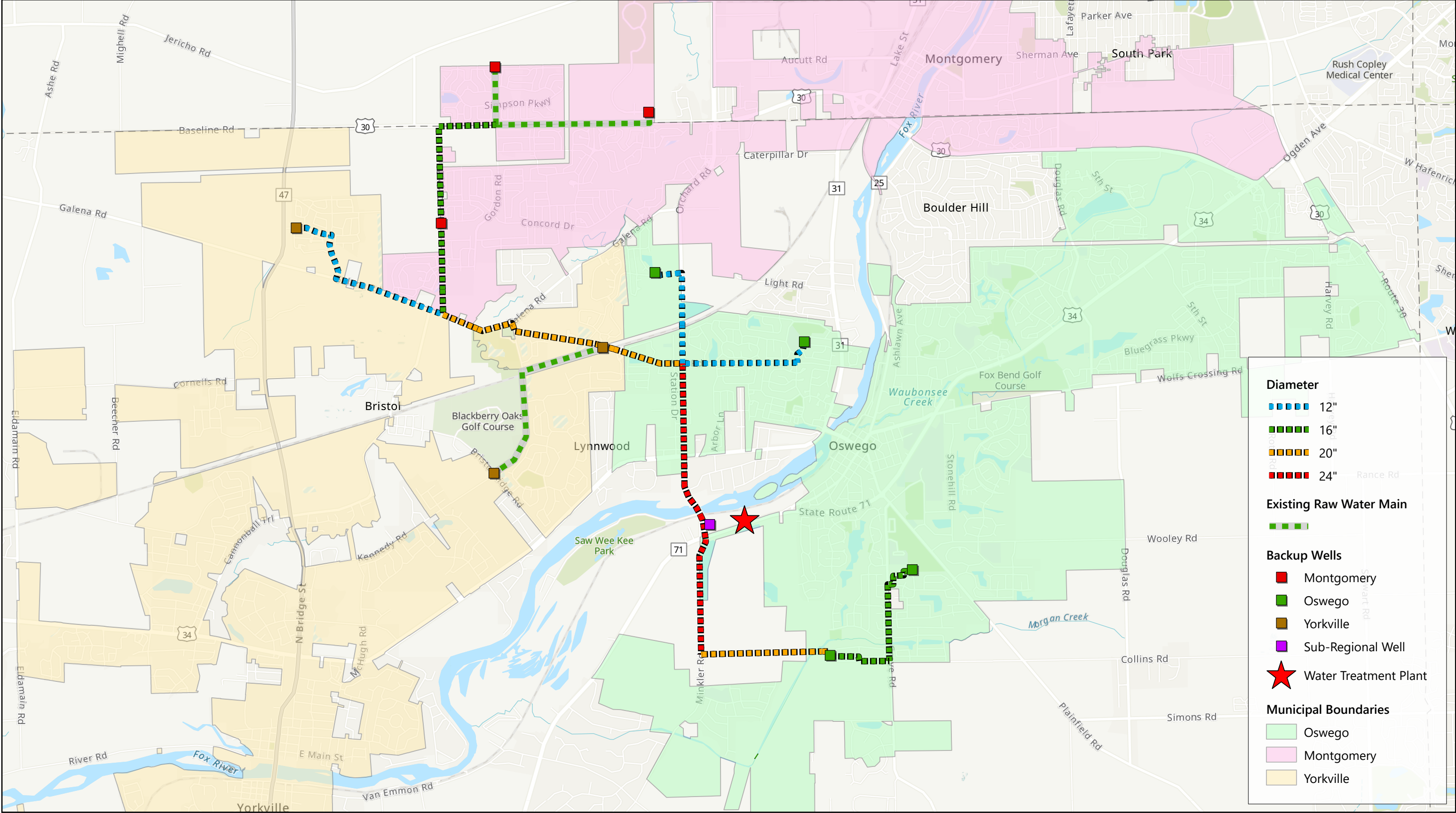


June 4, 2021
Not to Scale

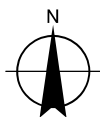
EXHIBIT B

FOX RIVER OPTION

RAW WATER NETWORK



Source(s): Kane Co. GIS, Kendall Co. GIS, Esri

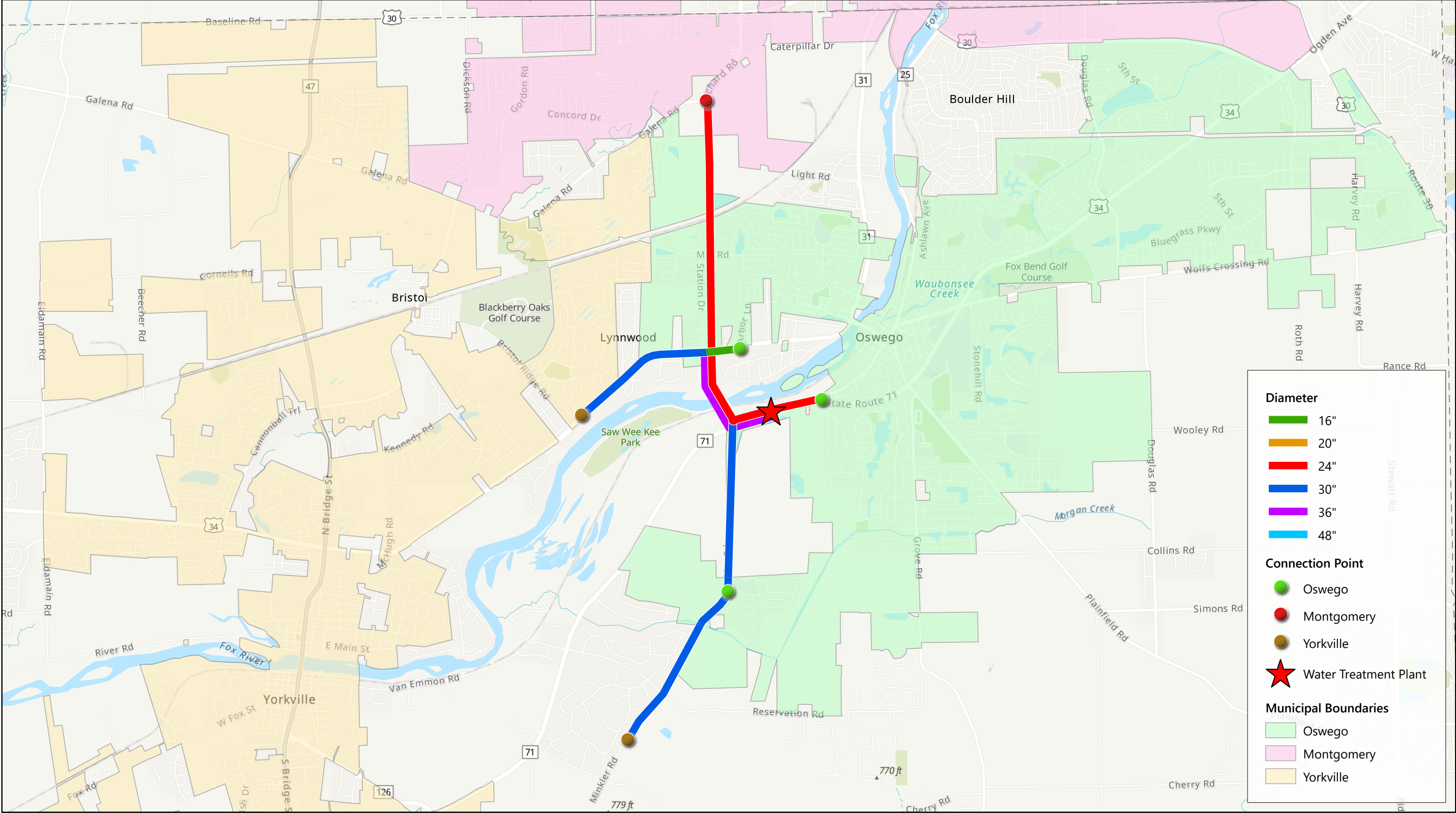


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EXHIBIT C

FOX RIVER OPTION

TREATED WATER NETWORK



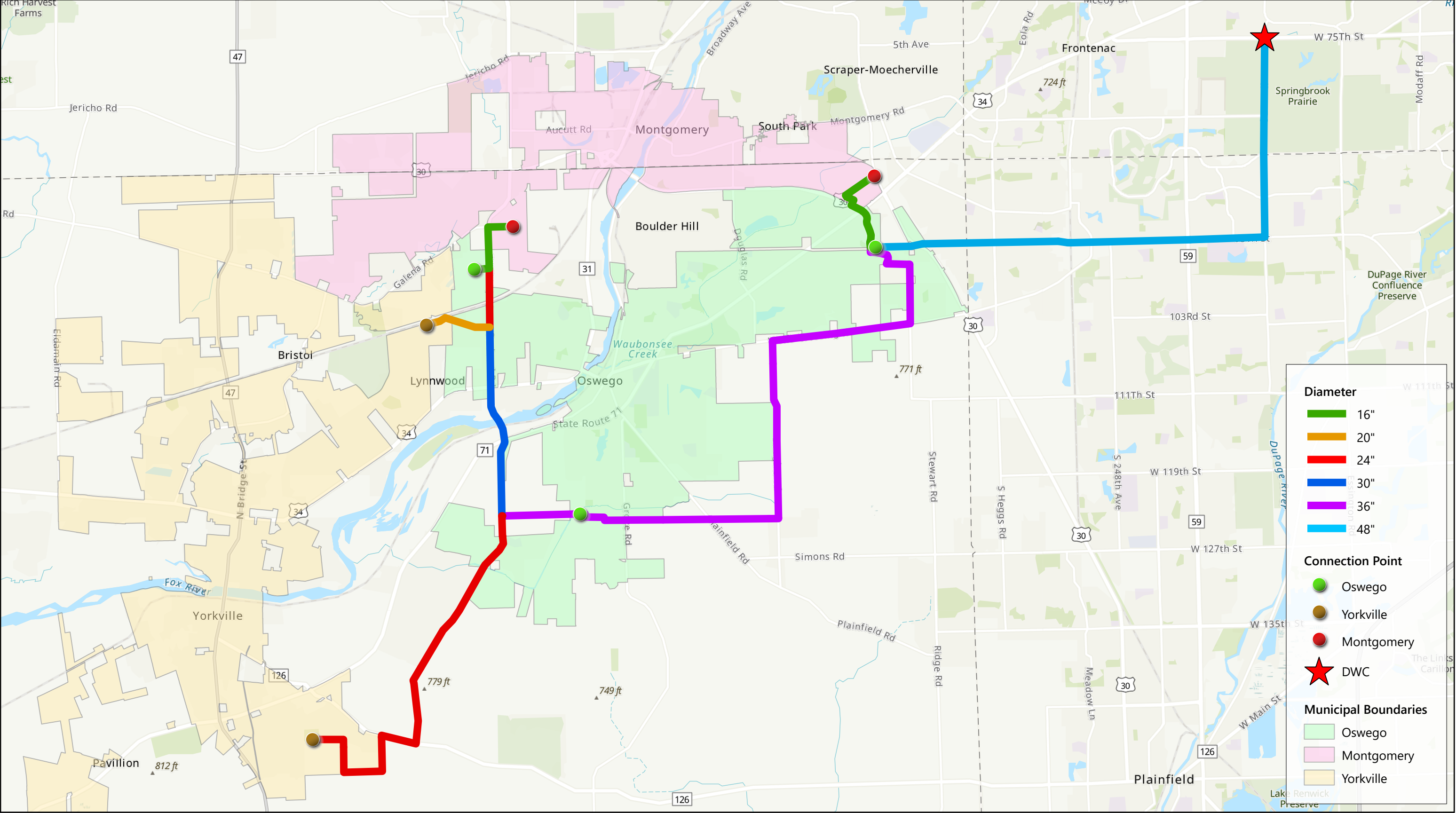
Source(s): Kane Co. GIS, Kendall Co. GIS, Esri

EXHIBIT D

DUPAGE WATER COMMISSION OPTION

Alternative Water Source Evaluation

TREATED WATER NETWORK



Source(s): Kane Co. GIS, Kendall Co. GIS, Esri



June 4, 2021
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